

LLOYD'S

TravelWISE Holiday Plan Policy

Never part **without...**

Effected through



MEDITERRANEAN
INSURANCE
BROKERS

Mediterranean Insurance Brokers (Malta) Limited,
53 Mediterranean Building,
Abate Rigord Street,
Ta'Xbiex XBX 1122,
Malta.

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by Mediterranean Insurance Brokers (Malta) Limited.



Insurance Certificate Document

This is your Travel Certificate. It will be validated by the issuance of a Certificate Schedule that should be attached to your Certificate. The information and statements provided in the proposal form and the declaration made to us is the basis of the contract.

We have agreed to insure you subject to the terms, conditions and exceptions contained in this document during the Period of Insurance for which the premium has been paid or agreed to be paid.

Period Of Insurance

The period of Insurance under Section 2 1 Cancellation and Disruption starts from the date the Schedule is issued. For all other sections cover commences at the time you leave your home for the purpose of proceeding on the insured journey and terminates at the time you return home.

Cover applies for the number of days shown in the **Schedule** up to a maximum period of 184 days.

Definitions

We/Us/Our means The Underwriters at Lloyd's (SJC syndicate No. 2003) as represented in **Malta** by Mediterranean Insurance Brokers (Malta) Ltd.

You/Your means each person named in the schedule.

Schedule means the document that contains details of the insured persons and the period of insurance.

Malta means the Islands of Malta, Gozo and Comino.

Warranty

It is a condition precedent to the attachment of cover hereunder that the Period of Insurance shall not have been booked or commenced wholly or partly for the purpose of obtaining medical treatment or convalescent care.

Health Warranty

Claims under Section 5 (Personal Accident), Section 2 (Trip Cancellation & Disruption) and Section 1 (Medical, Hospital, Repatriation & Other Expenses) are subject to the express warranty that any Insured or person with whom the Insured has arranged to travel or stay was not:

- a. receiving or awaiting medical or surgical treatment at the time of making the relative holiday or business trip deposit or full payment whichever occurs first,
- or**
- b. suffering from a serious or chronic illness and/or injury which has required consultation or treatment within the past 12 months.

Procedural Conditions for Claims

Notice should be given as soon as practicable to the Emergency Telephone Service of any accidental bodily injury or illness requiring hospital in patient treatment.

24 Hour Emergency Telephone Service

In the event of serious illness or injury during a Period of Insurance, advice and assistance in connection with medical repatriation arrangements should be obtained from:

International Medical Rescue

Telephone: UK +44 (0) 20 7902 7419

Please avoid use for other than medical emergencies. Please have the following ready when you notify the claim:

- The Certificate Number
- The dates of the outward and return journey
- Details of your problem
- A telephone number on which you can be contacted

In the event of any other accident, illness, loss, damage or occurrence which causes or may cause a claim to be made under this insurance, notice should be given as soon as practicable to:

**Mediterranean Insurance Brokers (Malta) Ltd,
53 Mediterranean Building,
Abate Rigord Street,
Ta'Xbiex XBX 1122**

Keep all documentation including tickets, baggage tags, bills, invoices, receipts, Police Reports etc as these will assist you with any claim.

Section 1

Medical, Hospital, Repatriation and Other Expenses

To pay up to €120,000 for Gold Cover and €600,000 for Platinum Cover in respect of each insured person

1 Medical and Repatriation Expenses

The following expenses necessarily incurred as the result of **your** sustaining bodily **injury or** becoming ill during the Period of Insurance.

- a. **Your** medical, surgical, diagnostic or remedial treatment and hospital expenses (including **your** additional travel and accommodation expenses) necessarily incurred outside **Malta**, and **your** additional repatriation expenses; including compulsory quarantine, and emergency dental treatment for the immediate relief of pain.
- b. Expenses incurred for the charter of an air ambulance or for the special use of air transport (including accompanying medical attendants) if agreed by prior consultation between your attending physicians and **our** appointed advisers as being necessary for the transportation or repatriation of **you**.
- c. Reasonable travel and accommodation expenses of a relative or friend (not necessarily an insured person) who is required to travel to, remain with or escort **you** if **you** become severely incapacitated.

2 Hospital Inconvenience Benefit

€35 for each completed 24 hour period that **you** spend as a hospital in-patient outside **Malta** as the result of **your** sustaining **bodily injury** or becoming ill during the Period of Insurance, up to a maximum of €2,500 in all, payable in addition to indemnity under Subsection a. (above).

3 Emergency Return to Malta

Additional repatriation expenses necessarily incurred by you consequent upon any of the following occurrences during the Period of Insurance:

- a. The death or serious illness or injury of **your** relative, fiancé(e) or business colleague, necessitating **your** presence in **Malta**.
- b. Burglary or major damage at **your** home or place of business in **Malta**.
- c. The death or serious illness or injury of an accompanying person insured under this Certificate, or the repatriation of such person as provided for in Subsections 3.a.

4 Alteration of Itinerary

Reasonable additional travel and accommodation expenses necessarily incurred by **you** in the alteration of arrangements of the Period of Insurance consequent upon:

- a. **your** being the victim of hijack, kidnap or the like terrorist or criminal act, or
- b. the cancellation of publicly licensed passenger transport services on which **you** were travelling or booked to travel caused by strike, industrial action, hijack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown, provided that these occur or commence during the Period of insurance.

5 Funeral Expenses

The cost of transporting the remains or ashes of **you to your** former place of residence in **Malta** if **you** die during the Period of Insurance, and/or the cost of burial or cremation if this takes place in the country abroad where **your** death occurred.

We shall not be liable:

- a. for the first €35 of each and every claim.
- b. for the cost of any medication, consultation or treatment the need for which could reasonably have been foreseen by **you** at the time that the Period of Insurance commenced, nor for any travel, accommodation or other expense incurred in connection therewith.
- c. for any expense incurred after **you** have returned to **Malta** or incurred after a period of twelve calendar months has elapsed following the date on which the insured **bodily injury**, illness or contingency first occurred or commenced during the Period of Insurance, whichever shall occur the sooner.
- d. for any claim arising out of pregnancy or any condition connected with pregnancy within two months of the estimated date of delivery.
- e. under Subsection 3 (above) for claims attributable to any medical condition or set of circumstances known to **you** at the time that this Insurance was effected where such condition or circumstances could reasonably have been expected to give rise to cancellation or curtailment of the Period of Insurance.

Section 2

Trip Cancellation and Disruption

To pay up to €2,500 for Gold Cover and €5,000 for Platinum Cover in respect of each insured person

1 Cancellation, Curtailment and 'Get-you-there' Expenses

To pay the following expenses incurred by **you** as the result of any of the occurrences specified hereunder and in paragraphs a. to e. (below):

- irrecoverable loss of unused travel and accommodation expenses paid in advance or for which there is a contractual liability consequent upon the cancellation or curtailment of the pre-arranged journey for which this insurance was purchased, or if the journey is not cancelled.
- up to €1165 in all in respect of reasonable additional travel and accommodation expenses incurred in fulfilling the pre-booked travel and accommodation commitments including the use of equivalent local accommodation if rendered necessary by an occurrence covered under paragraph e.

Specified occurrences:

- a. **you** sustaining **bodily injury** or becoming ill.
- b. the death, injury or illness of **your** relative, fiancé(e) or business colleague, or of any person with whom **you** had arranged to travel, reside or conduct business, or the relative, fiancé(e) or business colleague of such person.
- c. **you** or any person with whom **you** had arranged to travel, reside or conduct business being:
 - i. quarantined or called for witness or jury service.
 - ii. made redundant and certified as such by the relevant Government department.
 - iii. called for emergency duty as a member of the armed forces, the defence or civil administration, the police force, or the fire, rescue, public utility or medical services.
 - iv. required to be present at your home or place of business in **Malta** following burglary or major damage.
- d. the cancellation or delayed departure for 24 hours or more of an aircraft, sea vessel or other publicly licensed form of passenger transport in which **you** had previously booked to travel, resulting from any of the following contingencies:

Strike, industrial action, hijack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accidental or mechanical breakdown,

provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected.
- e. major damage rendering uninhabitable the accommodation in which **you** had previously booked to reside during the Period of Insurance, excluding any waterborne vessel or craft.

2 Travel Delay Inconvenience Benefit

In the event that you are delayed because of the late departure of an aircraft, sea vessel or other publicly licensed form of passenger transport in which **you** had previously booked to travel occurring as the result of any of the following contingencies:

Strike, industrial action, hijack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accidental or mechanical breakdown,

provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected then **we** will pay as follows:

- a. outward journey at commencement of the Period of Insurance €35 for the first completed 12 hour period that transport departure is delayed and €23 for each subsequent completed 12 hour period, up to a maximum of €240 in all.
- b. all subsequent journeys during the Period of Insurance Payment as in Subsection 2.a (above) up to a maximum of €240 in all

3 We shall only be liable:

- a. under the cancellation and curtailment provisions of Subsection 1 (above) to the extent of the contractual liability.
- b. for claims arising from delayed departure under Subsections 1d and 2 (above) if **you** have obtained written confirmation from the Carriers or their Agents stating the actual date and time of departure and the reason for the delay. For the purposes of claims payment under these Subsections the period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to the Insured Person.

We shall not be liable:

- a. under Subsection 1 (above) for the first €35 of each and every claim.
- b. for any claim arising out of pregnancy or any condition connected with pregnancy within two months of the estimated date of delivery.
- c. under Subsection 1 (above) for claims attributable to any medical condition or set of circumstances known to **you** at the time that this Insurance was effected
- d. or at the time that the Period of Travel was booked, whichever is the later, where such condition or circumstances could reasonably have been expected to give rise to cancellation or curtailment of the Period of Travel.
- e. under Subsections 1.d, and 2 (above) for claims arising out of any contingency that had occurred, commenced or been announced before this Insurance was effected.

Section 3

Baggage and Personal Effects

1 Limits of Indemnity

To indemnify you up to €1,200 for Gold cover and €2,500 for Platinum Cover in respect of loss of or damage to baggage and personal effects which are your property or responsibility occurring during the Period of Insurance. Our liability for any single item or pair or set of items is limited to €300 for Gold Cover and €400 for Platinum Cover. Our liability for **Valuables** shall be limited to €700.

For the purposes of this Insurance '**Valuables**' shall mean: jewellery, items composed of precious metals or stones, furs, watches, binoculars, telescopes, photographic, audio, computer, telecommunications and video equipment.

2 Basis of Settlement

In the event of the loss or total destruction of any item of the insured property the basis of settlement shall be as follows:

the cost of a comparable replacement article less an appropriate allowance for the age and condition of the article lost or destroyed.

3 Delayed Baggage

To pay up to €350 in all in respect of the cost of immediate necessities purchased or hired by **you** if on arrival at **your** outward destination **you** are deprived of **your** travel baggage for more than 10 hours because of temporary loss or misdirection by the Carriers, provided always that any amounts thus paid, other than hire charges, shall be deducted from the total of any claim becoming payable under this Section if the said baggage proves to be permanently lost.

It is a condition of cover under this Section that:

You shall at all times exercise reasonable care in the supervision of the insured property.

If baggage is lost or damaged by an airline you must obtain a Property Irregularity Report that is to detail the items missing and/or damaged.

4 Average

If at the time of any loss or damage the total value of **your** baggage and personal effects covered by this Insurance but not separately specified herein shall be greater than the sum insured in respect of such property, the entitlement to recovery hereunder shall be limited to such proportion of the loss or damage as the said sum insured bears to the total value of the property. For the purposes of this condition the total value of the insured property shall be deemed to be the cost of comparable replacement less an appropriate allowance for age and condition. This clause does not apply if Platinum cover is selected.

We shall not be liable for:

- a. under Subsection 1 (above) for the first €35 of each and every claim. This excess shall not apply where Underwriters agree to replace damaged suitcases using their approved suppliers.
- b. damage due to wear and tear or gradual deterioration.
- c. loss of or damage to household effects.
- d. electrical or mechanical breakdown or derangement.
- e. loss of or damage to 'valuables' contained in baggage whilst such baggage is in the custody of Carriers and outside the control of the Insured Person.
- f. loss of cash, currency, bank notes, travellers' cheques, passports, driving licences, green card, petrol coupons, tickets, securities and documents.
- g. confiscation or detention by Customs or other Authority
- h. loss or damage to suitcases unless they are rendered unusable.
- i. any loss not reported to the police within 48 hours of discovery.

Section 4

Money, Travellers' Cheques, Passports, Travel Documents and Credit Cards

To pay up to €700 for Gold Cover and €1,200 for Platinum Cover

1 Money, Travellers' Cheques and Travel Documents

In respect of loss of money, travellers' cheques, driving licences, green card, petrol coupons and travel tickets occurring during the Period of Insurance, including reasonable expenses directly consequent upon such loss.

2 Passport Replacement

To indemnify **you** up to €250 in respect of loss of passport occurring during the Period of Insurance, including reasonable additional travel and accommodation expenses incurred during the Period of Insurance to obtain a replacement.

Cover under Subsections 1 and 2 (above) shall commence at the time of their collection or receipt by **you** or 72 hours prior to the planned commencement of the Period of Insurance, whichever is the later. Cover in respect of money and travellers' cheques remaining after termination of the Period of Insurance shall continue whilst in **your** custody for up to 72 hours following such termination.

3 Business Documents and Records

To indemnify **you** up to €250 in respect of the cost of replacing or restoring business documents and records following loss or damage during the Period of Travel.

4 Fraudulent Use of Lost Credit Cards

To indemnify **you** up to €600 in respect of loss resulting from the fraudulent use of any credit card, charge card or bankers' card held by **you**, following loss of such card during the Period of Insurance.

We shall only be liable if **you** have complied with the terms and conditions under which the card was issued, including those relating to the safekeeping and use of the card and the reporting to the issuing Company or Bank of any misplacement or loss.

It is a condition of cover under this Section that:

You shall at all times exercise reasonable care in the supervision of the insured property.

We shall not be liable for:

- a. for the first €35 of each and every claim.
- b. any loss not reported to the Police within 48 hours of discovery.
- c. money lost in exchange, or through errors or omissions in transactions or purchases.
- d. loss of money contained in baggage whilst such baggage is in the custody of Carriers and outside of **your** control.
- e. confiscation or detention by Customs or other Authority

Section 5

Personal Accident

To pay according to the Schedule of Benefits if at any time during the Period of Insurance **you** sustain **Bodily Injury** as herein defined:

1. **Accident means** a sudden, unexpected, unusual, specific event which occurs at an identifiable time and location during the Period of Insurance.
2. **Bodily Injury** means identifiable physical injury which:
 - a. is caused by an **accident**, and
 - b. solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary by, such **bodily injury**, results in your death or disablement as provided for under this Insurance within twenty-four calendar months of the date of such **accident**.

Bodily Injury shall also include exposure resulting from a mishap to a conveyance in which **you** are travelling; the date of such mishap shall be deemed to be the date of the **accident** causing such **bodily injury**.

3. **Loss of a limb** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
4. **Permanent Total Disablement** means disablement which entirely prevents **you** from engaging in **your** usual occupation and which lasts for twelve consecutive calendar months and at the end of that time is beyond prospect of improvement.

Schedule of Benefits

Capital Benefit		Gold	Platinum
1.	Death:	€12,000	€35,000
2.	Loss of one limb:	€12,000	€35,000
3.	Total and irrecoverable loss of sight of one eye:	€12,000	€35,000
4.	Loss of two limbs:	€12,000	€35,000
5.	Total and irrecoverable loss of sight of both eyes:	€12,000	€35,000
6.	Loss of one limb and total and irrecoverable loss of sight of one eye:	€12,000	€35,000
7.	Permanent Disablement:	As Per Permanent Disability Scale	

For children under 16 years of age at the date of the accident the Sum Insured for Death is limited to: €2,500

PERMANENT DISABILITY SCALE

The Permanent (Total or Partial) Disablement Benefit shall be a percentage of the Sum Insured for Permanent (Total or Partial) Disablement equivalent to the degree of Disablement.

The following scale states the percentages appropriate to the forms of Permanent Disablement specified herein.

TABLE OF COMPENSATION

PERMANENT TOTAL DISABLEMENT

Total loss of sight of both eyes	100%
Total incurable insanity .	100%
Loss of both arms or both hands	100%
Complete deafness of both ears, of traumatic origin	100%
Removal of lower jaw	100%
Loss of speech	100%
Loss of one arm and one leg	100%
Loss of one arm and one foot	100%
Loss of one hand and one foot	100%
Loss of one leg and one hand	100%
Loss of both legs	100%
Loss of both feet	100%

PERMANENT PARTIAL DISABLEMENT

Loss of osseous substance of the skull in all its thickness:-	
surface of at least 6 sq. cm	40%
surface of 3 to 6 sq. cm	20%
surface of less than 3 sq. cm	10%
Partial removal of lower jaw, rising section in its entirety or half of the maxillary bone	40%
Loss of one eye	40%
Complete deafness of one ear	30%
Loss of one arm or one hand	60%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%
Total paralysis of the upper limb (incurable lesion of nerves)	65%
Total paralysis of the circumflex nerve	20%
Shoulder ankylosis	40%
Elbow ankylosis in favourable position (15 degrees round the right angle)	25%
Elbow ankylosis in unfavourable position	40%
Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	40%
Total paralysis of the median nerve	45%
Total paralysis of the radial nerve at the torsion cradle	40%
Total paralysis of the forearm radial nerve	30%
Total paralysis of the hand radial nerve	20%
Total paralysis of the cubital nerve	30%
Anchylosis of the wrist in favourable position (straight and in pronation)	20%
Anchylosis of the wrist in unfavourable position (flexion or strained extension of supine position)	30%
Total loss thumb	20%
Partial loss of thumb (ungula phalanx)	10%
Total ankylosis of thumb	20%
Total amputation of forefinger	15%
Amputation of two phalanges of forefinger	10%
Amputation of the unguual phalanx of forefinger	05%
Simultaneous amputation of thumb and forefinger	35%
Amputation of thumb and a finger other than forefinger	25%
Amputation of two fingers other than thumb and forefinger	12%
Amputation of three fingers other than thumb and forefinger	20%
Amputation of four fingers including thumb	45%

Amputation of four fingers excluding thumb.	40%
Amputation of median finger	10%
Amputation of a finger other than thumb, forefinger and median	07%
Amputation of thigh (upper half)	60%
Amputation of thigh (lower half) and leg	50%
Total loss of foot (tibio-tarsal disarticulation)	45%
Partial loss of foot (sub-ankle-bone disarticulation)	40%
Partial loss of foot (Medio-tarsal disarticulation).	35%
Partial loss of foot (tarso-metatarsal disarticulation)	30%
Total paralysis of lower limb (incurable nerve lesion)	60%
Complete paralysis of the external popliteal sciatic nerve	30%
Complete paralysis of the internal popliteal sciatic nerve	20%
Complete paralysis of the two nerves (popliteal sciatic external and internal)	40%
Anchylosis of the hip	40%
Anchylosis of the knee	20%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	60%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40%
Loss of osseous substance of the knee-pan while the movements are preserved	20%
Shortening of the lower limb at least 5 cm	30%
Shortening of the lower limb at 3 to 5 cm.	20%
Shortening by 1 to 3 cm	10%
Total amputation of all toes	25%
Amputation of four toes including big toe	20%
Amputation of four toes	10%
Anchylosis of the big toe	10%
Amputation of two toes	05%
Amputation of one toe other than the big toe	03%

NOTES :

1. No claim shall be payable under more than one Item in the Schedule of Benefits in respect of the consequences of the same accident. Anchylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall only entitle to 50% of the compensation which would be due for the loss of the said members.
2. For Permanent Disablement not specified the degree of Disablement shall be assessed by comparison with the percentage shown in this scale without taking into account the occupation of the Insured Person.
3. The total Compensation payable in respect of several disablements due to the same accident is arrived at by adding together the various sums, but shall not exceed 100% of the Sum Insured.

1. Conditions

We shall only be liable:

- a. under Item 1 of the Schedule of Benefits if death occurs within twenty-four calendar months of the date of the **accident**.
- b. under Items 2 to 6 of the Schedule of Benefits if the **Loss of limb(s)** and/or loss of sight of the eye(s) occurs within twenty-four calendar months of the date of the **accident**.
- c. under Item 7 of the Schedule of Benefits if the period of **Total Disablement** giving rise to the claim for this Item commences within twenty-four calendar months of the date of the **accident** and lasts for twelve consecutive calendar months or more.

In respect of the consequences of the same **accident** no claim shall be payable under more than one Item in the Schedule of Benefits.

In the event that an **accident** covered under this Insurance should result in **your** death within twenty- four calendar months of the date of such **accident** and prior to the definite settlement of a claim for disablement as provided for under Items 2 to 7 of the Schedule of Benefits, **we** shall pay instead of such claim for disablement the Sum Insured payable for Item 1 Death.

In the event of a claim hereunder, **you** shall allow the medical adviser or advisers appointed by **us** to examine **you** as often as may be deemed necessary by **us**.

2. Disappearance Clause

If **you** disappear during a Period of Insurance and **you** are not found within twelve months of disappearing, and sufficient evidence is produced that leads **us** inevitably to the conclusion that you have sustained **bodily injury** and that such injury has caused **your** death, the Sum Insured for Item 1 Death shall become payable hereunder. If at any time after such payment **you** shall be found to be living, the sum thus paid shall be refunded to **us**

Section 6

Personal Public Liability

To indemnify **you** in respect of **your** legal liability for **bodily injury** to third parties and/or for damage to their property arising from an accident occurring during the Period of Insurance up to but not exceeding €600,000 for Gold cover and €1,200,000 for Platinum cover in respect of any one accident or series of accidents and in all inclusive of associated legal expenses incurred with **our** prior written consent.

It is a condition of cover under Section 6 that **you** shall not admit any liability nor offer agreement to settle any claim without **our** prior consent and shall provide all information, evidence, documents and assistance as may be required. In the conduct of any claim **you** shall comply with all rules of Court and Orders made by the Court, shall attend any hearings, meetings or conferences and sign any documents, as may be reasonably required.

We shall not provide indemnity for:

- a. **bodily injury** to any member of **your** family or household.
- b. damage to property owned by, or in the care, custody or control of, **you** or any member of **your** family or household, except for damage to the structure or contents of any building or permanently or seasonally sited cabin, caravan or tent temporarily hired or let to **you** for the sole purpose of **your** personal occupancy during the Period of Insurance.
- c. claims arising out of the ownership, possession, custody or use of:
 - i. any aircraft.
 - ii. any mechanically propelled or horse drawn vehicle, other than golf buggies.
 - iii. any caravan or vehicular trailer.
 - iv. any waterborne craft other than sailboards, surfboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable sailing dinghies.
 - v. any firearm.
 - vi. any animal, other than horses hired for hacking only.
 - vii. any land or building or permanently or seasonally sited property of any kind.
- d. employer's liability.
- e. contractual liability
- f. claims arising out of or incidental to the practice of a profession or occupation or to the supply of goods or services
- g. liability or expense that is covered under any other insurance, except for any excess beyond the amount would have been covered under such other insurance had this Insurance not been in force.

Special Provisions Applicable to Insured Persons Aged 76 and over

Notwithstanding anything contained herein to the contrary, the following benefits/limits of cover shall apply for persons aged 76 and over at time of commencing this insurance:

Section 1

Medical, Repatriation and Other Expenses	€ 2,400
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Hospital Inconvenience Benefit is not covered.

Section 2

Trip Cancellation and Disruption but maximum

€ 140 for Travel Delay Inconvenience Benefit.	€ 1,200
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Section 3

Baggage and Personal Effects	€ 950
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Limit per item	€ 300
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Total Valuables	€ 700
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Section 4

Money, Travellers' Cheques, Travel Documents and Credit Cards but € 120 in respect of Passport Replacement	€ 700
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Section 5

Personal Accident	€ 2,500
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Section 6

Personal Liability	€ 600,000
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Section 7

Trip Disruption

The maximum limit payable under this section for each category of cover are as follows:

Gold Cover €350, Platinum cover €700. This section provides compensation in respect of:

1. Missed Departure

If as a direct result of:

1. interruption of scheduled public transport services, including delays to a connecting scheduled flight, caused by labour disputes, civil disturbance, provided always that such contingency had not occurred, commenced or been announced before the international travel booking was made, mechanical breakdown or bad weather, or
2. the vehicle in which you are travelling is involved in an accident or breaks down, you arrive at the final point of international departure too late to board the international transport by aircraft, ship or train on which you are booked to travel on your outward journey from Malta or on the final part of your journey back to Malta

We will cover you for the cost of reasonable extra accommodation and travel expenses to allow you to reach your destination.

We will not cover:

- a) any claim where the carrier has offered reasonable alternative transport.

Anything contained in the General Exceptions

2. Catastrophe – Alteration of Itinerary

Reasonable additional travel and accommodation expenses necessarily incurred by you in the alteration of arrangements of your pre-booked travel and accommodation commitments consequent upon:

- a. Local medical epidemic directly affecting the area where the pre-booked accommodation is, resulting in a directive not to visit issued by the responsible Government or local authority.
- b. Hurricane, storm, or other natural disaster that threatens your safety such that official evacuation orders are issued by the responsible Government or local authority.
- c. The cancellation of publicly licensed passenger transport services caused by strike, industrial action, hijack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown,

provided that these occur or commence during the Period of Travel.

3. Transport Diversion

If at any time during the Period of Travel an aircraft, sea vessel or other publicly licensed passenger conveyance in which you are travelling has to be diverted from its pre-arranged destination as the result of:

- a. a fellow passenger or a crew member sustaining bodily injury or becoming ill, or
- b. any of the following contingencies:

Strike, industrial action, hijack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown,

provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected.

4. Reasonable additional travel and accommodation expenses necessarily incurred by you in fulfilling your booked travel and accommodation commitments.

We shall only be liable:

- a. under Section 7, subsection 2, if in the selection of the route, means of travel and time of departure you have done all things reasonable and practicable to minimise the possibility of late arrival at the UK departure point.
- b. for claims under Section 7, subsection 2, attributable to mechanical breakdown of non-scheduled transport if you have obtained a garage or motoring organisation report confirming the date, cause and time of such breakdown.
- c. for claims arising from delayed departure if you have obtained written confirmation from the Carriers or their Agents stating the actual date and time of departure and the reason for the delay. For the purposes of claims payment the period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to you.

We shall not be liable for:

- a. Under Section 7, subsections 2 or 3, the first €35 of each and every claim, each person.
- b. claims arising out of any contingency that had occurred, commenced or been announced before this Insurance was effected.
- c. under Section 7, subsection 2, any expense following disinclination to travel or to continue with the trip when official directives from the local or national authority state it is acceptable to do so.
- d. any cost or expense payable by or recoverable from the tour operator, airline, hotel or other provider of services.

General Conditions, Provisions and Exclusions Applicable to the whole Certificate

General Conditions

1 Contract Clause

This contract of insurance for all effects and purposes shall be deemed to be a Maltese contract and shall be governed by, and according to, the Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

2 Maltese Jurisdiction Clause

The indemnity provided herein shall only apply to the judgments and orders that are delivered by or obtained from a Court within **Malta**. Furthermore the indemnity shall not apply to a judgement or order obtained in **Malta** for the enforcement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from the assured, which costs and expenses of litigation are not incurred in **Malta**.

3 Claim Notification

You must contact **us** as soon as possible once **you** become aware of circumstances that could give rise to a claim under the Certificate. All certificates, information and evidence that **we** reasonably require, including sworn statements (affidavit) must be supplied at **your** expense.

4 Documentation

In the event of a claim hereunder, **you** shall if requested by **us** provide medical reports which **we** reasonably require in order to assess a claim and to allow the medical adviser or advisers appointed by **us** to examine **you** as often as may be reasonably deemed necessary by **us**.

5 Contribution

If at the time of making a claim under this Certificate **you** are covered by another insurance policy **we** will only pay our proportionate share of the claim. This condition does not apply to cover applicable under Section 5 - Personal Accident.

6 Operative Parameters

The cover under this Certificate shall only be operative if the following conditions are satisfied:

- a) **You** are ordinarily resident in **Malta** at the date of issue of this Certificate.
- b) The travel involves solely a round trip starting from and returning to **Malta** within the **Period of insurance**.

7 Material Facts

We do not cover any loss, injury, damage, illness, death or legal liability arising from a material fact that **you** knew when **you** purchased this Certificate.

In particular this applies to any situation where **you** or a person with whom **you** arrange to travel is to **your** knowledge or belief physically or mentally handicapped or receiving or awaiting medical or surgical treatment at the time of effecting this insurance.

8 Extension of the period of insurance

If **your** journey has not been completed within the **Period of Insurance** due to circumstances beyond **your** control, cover shall continue until your return to **Malta** for up to a maximum of 30 days.

9 Each insured person shall be deemed a separate insurance

All the terms, conditions, limits and excesses found in this Certificate shall apply to each person individually.

Certificate Provisions

1. Relationship between correspondents and Lloyd's: this document is issued by a correspondent acting as a Cover holder under a Binding Authority Agreement with member of Lloyd's.
2. Insurance underwritten with several liability: A contract of insurance underwritten by Lloyd's is underwritten with several liability, each member for his own part and not one for another, and if the liability of each member is accepted, solely for his own account.
3. Compensation for insolvency: In the case of the insolvency of a member of Lloyd's, compensation is not available under the Maltese Insurance Business Security Regulations, 1986. However, Lloyd's Central Fund is available for the liabilities of insolvent members of Lloyd's at the discretion of the Council of Lloyd's.
4. Lloyd's representative in Malta: any summons, notice or process to be served upon members of Lloyd's may be served upon:

Lloyd's Malta Limited
19 Zachary Street
Valletta

which has the authority to accept the service of suit, and to enter an appearance on behalf of those members.

General Exclusions

1 Duration

Except where **our** specific prior agreement has been obtained, no cover shall attach hereunder in respect of any Period of Insurance expected at the date of its booking or commencement to exceed 184 days in duration.

2 Exclusions

- a. **we** shall not be liable for death, disablement, expense, loss, damage or indemnity directly or indirectly resulting from:
- b. **your** engaging in aerial activities other than air travel as a passenger.
- c. **your** engaging in riding or driving in any kind of race, or in mountaineering or rock climbing normally requiring the use of ropes and/or guides, or in hunting , or in winter sports, or in scuba diving.
- d. **your** engaging in manual work of any kind.
- e. **your** engaging in any form of operational duties as a member of the armed forces (except for the cover specifically provided under Subsection 2(a) (iii).
- f. **your** suicide, attempted suicide, intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or **your** own criminal act.
- g. Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.

3 Electronic Date Recognition Clause

We shall not be liable under this Insurance for any claims in any way caused by or contributed to by the failure of, or the fear of the failure of, or the inability of, any equipment or any computer program, to recognise, interpret correctly, or process any date as its true calendar date, or to continue to function correctly beyond that date.

4 War and other perils exclusion

We shall not be liable for expense, loss, damage or indemnity directly or indirectly resulting from or attributable to:

- a. war, invasion, civil war, armed hostility, rebellion, revolution, overthrow of a legally constituted government, insurrection or military or usurped power, explosion of war weapon(s), act of an enemy foreign to the nationality of the Insured Person or of the country in which the act occurs,
- b. utilisation of chemical weapons or biological weapons, the release of weapons of mass destruction.

Nevertheless **bodily injury** sustained as a result of any of the events described in a. (above) shall be covered provided that **you** take no active part and that **your** presence in such country or area is:

- i. attributable to the scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **you** are travelling, or
- ii. attributable to involuntary diversion or transit due to hijack, kidnap or other occurrence beyond **your** control, provided always that at the time of such hijack, kidnap or occurrence **you** were not within the confines of any country or area to which any of the events described in 4a. (above) was applicable nor travelling to or from such country or area.
- iii. for a maximum period of 14 days from the start of the hostilities or of the insurrection, where **you** are surprised by such events while **you** are out of **your** country of residence in a country which until that time was in a state of peace.

5 Radioactive Contamination Exclusion Clause

We shall not be liable for death, disablement, expense, loss, damage or indemnity directly or indirectly resulting from or attributable to radioactive contamination.

Optional Cover

The following clauses are only operative when indicated in the **Schedule**.

Winter Sports Inclusion Clause

It is hereby understood and agreed that this Insurance extends to include the Winter Sports activities of Alpine Skiing, snowboarding, Nordic Skiing (cross country skiing), tobogganing, glacier skiing and ice skating subject to the following terms and conditions:

Including whilst off-piste provided that **you** are not participating alone or against local authoritative warning or advice.

(a) Section 3 extends to include the following subsection of cover:

Ski Hire To indemnify the Insured Person up to €116.50 in all in respect of the cost of hiring ski equipment for **your** own use during the Period of Insurance if, as the result of an occurrence during the Period of Insurance, your own ski equipment is lost or damaged beyond use and a claim or such loss or damage is admitted under the main provisions of this Section.

(b) Section 4 Paragraph (1) extends to include loss of ski passes.

(c) Section 2 unused travel and accommodation expenses extends to include ski passes, ski lessons, ski hire and clothing hire.

We shall not be liable for:

- i. any claim resulting from or attributable to competition in any major event on snow or ice, freestyle skiing, ski-jumping, ice hockey, the use of bobsleighs or skeletons, luge, paraskiing, or repetitive travel in ski run helicopters.
- ii. loss of or damage to hired winter sports equipment and clothing at all times.

Complaints Procedure

As a valued customer you are right to expect fairness and a swift and courteous service at all times.

We are dedicated to providing **you** with a high quality service and **we** want to ensure that **we** maintain this at all times. If you feel **we** have not offered **you** a first class service please write and tell **us** and **we** will do our best to resolve the problem.

What should you do?

Step 1 - Please refer your complaint to:

**The Customer Complaints Director,
Mediterranean Insurance Brokers (Malta) Ltd,
53 Mediterranean Building,
Abate Rigord Street;
Ta' Xbiex XBX 1122,
Malta**

Step 2 - If after Step 1 you are still unhappy and feel the matter has not been resolved to your satisfaction you may wish to contact:

**The Consumer Complaints Manager,
Malta Financial Services Authority,
Notabile Road,
Attard,
Malta**

Following these procedures will not affect your right to legal action.



MEDITERRANEAN
INSURANCE
BROKERS

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