TravelPak

Atlas**TravelPak** Policy

Introduction

This is **Your** travel insurance policy. It contains details of cover, conditions and exclusions relating to each **Insured Person** and is the basis on which all claims will be settled. It is validated by the issue of the numbered **Schedule** which must be attached to the policy.

In return for having accepted **Your** premium, **We** will, in the event of **Bodily Injury**, death, illness, disease, loss, theft, damage or other events happening within the **Period of Insurance** provide insurance in accordance with the operative sections of **Your** policy as referred to in **Your Schedule**.

The **Schedule** and any endorsements are all part of the policy.

The information **You** have supplied forms part of the contract of insurance with **Us**. **Your** policy is evidence of that contract.

Help lines

It is recommended that **You** keep this policy in a safe place and that **You** carry it with **You** when **You** travel. **Your Schedule** contains *important medical emergency contact numbers.*

Eligibility

This policy is only available to **You** if **You**

- have been a **Maltese Resident** for a least 6 months; and
- are not aged 81 years or over.

at the time of purchasing **Your** policy.

The Law applicable to this contract

This contract of insurance shall for all effects and purposes be deemed to be a **Maltese** contract and shall be governed by and according to **Maltese** law. Without prejudice to any arbitration proceedings in **Malta** under current statutory provisions, this policy is subject to the exclusive jurisdiction of the **Maltese** courts.

The indemnity provided in this policy shall apply only to judgements, orders or awards that are delivered by or obtained from a court within **Malta** or within the **Geographical Area** shown in the **Schedule** or in arbitration in **Malta** under **Maltese** statutory provisions.
Furthermore the indemnity shall not apply to:

- a judgement, order or award obtained in **Malta** for the enforcement of a judgement or arbitration award obtained elsewhere except in the **Geographical Area** noted in the **Schedule** or
- to costs and expenses of litigation recovered by any claimant from **You** which costs and expenses of litigation are not incurred in **Malta** or in the **Geographical Area** noted in the **Schedule**.

Policy information or advice

If **You** would like more information or if **You** feel the insurance may not meet **Your** needs, phone **Our** office on +356 2343 5363.

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Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy. For ease of reading the definitions are highlighted by the use of **bold** print and will start with a capital letter.

You/Your/Insured Person
means each person travelling on the **Trip** whose name appears in the policy **Schedule**. Each person must be a **Maltese Resident** as at the Date of Issue of the **Schedule**.

We/Us/Our
means Atlas Insurance PCC Limited 48-50 Ta' Xbiex Seafront Ta' Xbiex XBX1021 Malta.

Abandonment/Abandon
means either:

1. **You** cutting short the **Trip** after **You** leave **Your Home** by direct early return to **Your Home**: or
2. **You** attending a hospital after **You** leave **Your Home** as an in-patient or being confined to **Your** accommodation due to compulsory quarantine on the orders of a **Medical Practitioner**, in either case for more than 24 hours.

Claims will be calculated on the number of nights of **Your Trip You** missed due to **Your** early return or the number of nights which **You** were hospitalised, quarantined or confimed to **Your** accommodation.

Claims under part 2, above, will only be paid for the ill/injured/quarantined/confined **Insured Person**, but where **We** or **Our IEAP** agree for another **Insured Person** (including any children travelling with them) to stay with **You**, **We** will also pay for the **Insured Person's** proportion only of any unused travel and accommodation costs and expenses they have not used by remaining with **You**.

Accompanying Person
means a person with whom **You** are travelling or have arranged to travel with and without whom the **Trip** cannot commence or continue excluding a tour or group leader.

Baggage
means luggage, clothing, personal effects, **Valuables** and other articles which belong to **You** (or for which **You** are legally responsible) worn, used or carried by **You** during the **Trip.**
Baggage includes articles purchased during the **Trip** but excludes **Personal Money, Ski Equipment and Golf Equipment**.

Bodily Injury
means an identifiable accidental bodily injury caused solely and directly by sudden, unexpected, violent, external and visible means.
This definition includes:

- unavoidable exposure to the elements;
- accidental drowning, gassing, poisoning or electrocution;
- accidental bodily injury sustained whilst lawfully arresting, detaining or attempting to arrest or detain a criminal or suspected criminal.

Close Business Associate
means any person whose absence from business for one or more complete days at the same time as **Your** absence prevents the proper continuation of that business. A director or senior manager of **Your** business must agree with this.

Close Relative
means mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, aunt, uncle, cousin, nephew, niece, legal guardian, partner (who lives with **You**) or fiancé/fiancée.

Communicable Disease
means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Coronavirus
means the virus officially known as "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and/or any related illness including "COVID-19" (previously known as "2019 novel coronavirus") disease and/or any mutant derivatives or variations thereof however caused.

Direct Journey
means travel between **Malta** and a pre-booked destination overseas and vice versa including scheduled stops for refuelling and change of connection which involves the same mode of transport and when time spent at the stop is less than 12 hours.

Electronics
means

- cameras, camcorders, photographic, audio, video, computer, television and telecommunications equipment (including CD's, DVD's, tapes, films, cassettes, cartridges, headphones, personal organisers, tablets, laptops and mobile phones and their related accessories),
- computer games and associated equipment.

Excess
means the amount that **You** will have to pay towards any claim. This applies to each claim per **Insured Person** per section, if applicable. However, if **Family Cover or Family Plus Cover** apply, the amount of the **Excess** applicable to such section shall be limited to two times the **Excess** regardless of the number of **Insured Persons** claiming. If **You** pay the additional premium due in respect of an Excess Waiver all excesses applicable under this policy shall be waived. **Your Schedule** will show you if an Excess Waiver applies.

Family Cover
means up to two adults and any number of their children, step children or foster children aged under 16, accompanying the parents or legal guardian insured on the same policy travelling on any **Trip** to the same destination.

Family "Plus" Cover
means two adults and two or more of their children, step children or foster children aged under 16, accompanying the parents or legal guardian insured on the same policy travelling on any **Trip** to the same destination.

Full Value
means the current cost as new less an appropriate deduction for wear, tear and depreciation.

Geographical Area
means the area defined in the **Schedule**. Cover under this policy applies only to travel within the geographical area noted in the **Schedule**.

Golf Equipment
means golf clubs and golf club carrying bags excluding any clothing, tees and golf balls.

Home
means **Your** normal place of residence in **Malta**.

Loss of Limb
means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

Loss of Sight
means total and irrecoverable loss of sight.

Malta/Maltese
means the islands of Malta, Gozo and Comino.

Medical Condition
means any disease, illness or injury.

Medical Practitioner
means a registered practising member of the medical profession who is not related to **You** or to any **Accompanying Person.**

Maltese Resident
means a person whose main place of residence is in **Malta**.

Period of Insurance
means the period of the **Trip** and terminating upon its completion, but not in any case exceeding the period shown in the **Schedule**.

In respect of cancellation cover provided by Section A - Cancellation or Abandonment Charges, cover shall be operative from the Date of Issue of the **Schedule** or 12 calendar months prior to the start of the **Trip** whichever is the later.

For all other sections of the policy, the insurance commences when **You** leave **Your Home** or **Your** place of business in **Malta** (whichever is the later) to commence the **Trip** and terminates at the time of **Your** return to **Your Home** or place of business in **Malta** (whichever is the earlier) on completion of the **Trip**.

The **Period of Insurance** is automatically extended for the period of the delay up to a maximum of thirty days in the event that **Your** return to **Malta** is unavoidably delayed due to an event insured by this policy. This extension is provided without additional premium being charged.

Permanent Total Disablement
means disablement that entirely prevents **You** from carrying out **Your** usual occupation (or other suited occupation for which **You** are qualified by knowledge, training, education, ability and experience), continues for 52 weeks and, upon expiry of this period, is beyond hope of improvement.

Personal Money
means bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets (excluding lift passes), passport, event and entertainment tickets, phone cards and credit/debit or charge cards all held for private purposes.

Pre-existing Medical Condition
means any **Medical Condition You** have, or have had,

a) for which **You** are taking or have been taking prescribed medication within the last 12 months; or

b) for which **You** are waiting to receive, or have received treatment (including surgery, tests or investigations) within the last 12 months.

Public Transport
means any publicly licensed aircraft, sea vessel, train or coach on which **You** are booked to travel.

Schedule
means the validation page attached to this travel policy setting out the names of those persons insured **(You/Your/Insured Person),** the **Geographical Area,** the **Period of Insurance**, the policy number, the Cover Option applicable, details of any Extensions/Extension Sections chosen and any special conditions and terms. The **Schedule** is validated by **Us**.

Secure Baggage Area
means any of the following, as and where appropriate:

- the locked dashboard, boot or luggage compartment of a motor vehicle;
- the locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats;
- the fixed storage units of a locked motorised or towed caravan; or
- a locked luggage box, attached to a roof rack which is itself attached to the vehicle roof.

Spouse
means **Your** legally recognised husband or wife provided the parties are not legally separated or divorced.

Service Cancellation
means the cancellation of a marine or flight service which **You** are booked to utilise as a result of adverse weather conditions, flood, earthquake, volcanic eruption and/or volcanic ash clouds, tsunami or landslide.

Ski-Equipment
means skis (including bindings), ski boots, ski poles and snowboards.

Ski-pack
means ski school fees, lift passes and the cost of hired **Ski Equipment**.

Terrorism
means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone on or behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Trip
means any conventional pleasure trip or business trip of a commercial nature (excluding manual work) made by **You** within the **Geographical Area** shown in the **Schedule** which begins and ends in **Malta** during the **Period of Insurance** but excluding one way trips or journeys.

Unattended
means when **You** are not in full view of and not in a position to prevent unauthorised interference with **Your** property or vehicle.

Valuables
means any of the following items:

- jewellery;
- gold, silver, precious metal or precious or semiprecious stone articles;
- watches;
- furs;
- **Electronics**;
- telescopes and binoculars.

Limits

We will not pay more than the following sums insured, benefits or limits in the **Period of Insurance**. The limits below vary according to the Cover Option chosen.

Further limits apply to any extension sections **You** choose and appear in the wording of the sections themselves.

Your Schedule shows which Cover Option and extensions apply.

The Budget Cover Option is available to any **Insured Person** not aged 81 years or over at the time of purchasing **Your** policy.

Standard and Premier Cover Options are available to any **Insured Person** not aged 76 years or over at the time of purchasing **Your** policy.

All amounts are for each **Insured Person** (other than in respect of Section K)

Section	Budget Cover Option	Standard Cover Option	Premier Cover Option
A Cancellation or Abandonment Charges	Limit - €1,250	Limit - €5,000	Limit - €7,500
B Emergency Medical and Other Expenses	Limit - €50,000 **Malta** Limit - €750	Limit - €250,000 **Malta** Limit - €1,000	Limit - €750,000 **Malta** Limit - €1,250
C Hospital Benefit	€25 for every complete 24 hours	- maximum €700	
D Personal Accident	See Benefits Specification which	follows this table	
E Baggage and Passport	**Baggage** Sum Insured - €700	**Baggage** Sum Insured - €2,500	**Baggage** Sum Insured - €3,500
	• Single Article Sub-Limit - €300	• Single Article Sub-Limit - €750	• Single Article Sub-Limit - €750
	• Aggregate **Valuables** Sub-Limit - €500	• Aggregate **Valuables** Sub-Limit - €1,000	• Aggregate **Valuables** Sub-Limit - €1,250
	• Delayed **Baggage** Limit - €125	• Delayed **Baggage** Limit - €300	• Delayed **Baggage** Limit - €750
	• Passport Loss Expenses Limit - €125	• Passport Loss Expenses Limit - €200	• Passport Loss Expenses Limit - €250
F Personal Money	**Personal Money** Sum Insured - €1,000	**Personal Money** Sum Insured - €1,250	**Personal Money** Sum Insured - €2,000
	• Cash Sub-Limit - €750	• Cash Sub-Limit - 1,000	• Cash Sub-Limit - €1,500
	• Unauthorised Card Use Limit - €500	• Unauthorised Card Use Limit - €750	• Unauthorised Card Use Limit - €1,000
G Personal Liability	€1,250,000	€1,250,000	€1,250,000
H Delayed Departure	€50 for the first completed 12 hours delay	and €25 for each full 12 hours delay thereafter - maximum €250	
I Missed Departure	Limit - €250	Limit - €750	Limit - €1,500
J Hijack	€120 for every complete 24 hours restraint	from travel - maximum €500	
K Hire Vehicle Excess	Not Insured	Limit - €500	Limit - €500
L Cancelled Services (due to adverse weather and natural phenomena)	Not Insured	Limit - €1,500	Limit - €2,000

Personal Accident Benefits - Specification

For the purpose of this Policy, any person is deemed to be the age he or she is on the Date of Issue of the **Schedule.**

Budget Cover Option

	BENEFIT	Up to age 15 years inclusive	16 years to 80 years inclusive
1	Death	€1,250	€6,000
2	**Loss of** one or more **Limbs** and/or **Loss of Sight** in one or both eyes	€6,000	€6,000
3	**Permanent Total Disablement**	€6,000	€6,000

Standard Cover Option

	BENEFIT	Up to age 15 years inclusive	16 years to 75 years inclusive
1	Death	€5,000	€20,000
2	**Loss of** one or more **Limbs** and/or **Loss of Sight** in one or both eyes	€20,000	€20,000
3	**Permanent Total Disablement**	€20,000	€20,000

Premier Cover Option

	BENEFIT	Up to age 15 years inclusive	16 years to 75 years inclusive
1	Death	€5,000	€40,000
2	**Loss of** one or more **Limbs** and/or **Loss of Sight** in one or both eyes	€40,000	€40,000
3	**Permanent Total Disablement**	€40,000	€40,000

General Conditions Applicable to the Whole Policy

You must comply with the following conditions to have the full protection of **Your** policy.

If **You** do not comply **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. Disclosure and observance

You must have answered truthfully all questions that **We** asked when **Your** policy started. **You** must also have truthfully agreed to any statements that **We** may have listed in the terms and conditions relating to **Your** policy when it started. **You** must also advise us as soon as possible of all changes to this information. **We** only provide cover if any person insured under this policy observes the terms, exceptions and conditions of this policy.

2. Dual insurance

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability, **We** will not pay more than **Our** proportional share (not applicable to Section D - Personal Accident).

3. Reasonable precautions

You must take and cause to be taken all reasonable precautions to avoid illness, injury, disease, loss, theft or damage and take and cause to be taken all practicable steps to safeguard **Your** property from loss or damage and to recover property lost or stolen.

4. Cancellation

You may cancel this policy within 14 days of receipt of **Your** policy documentation.

- If the policy is paid in full and provided that **You** have not travelled and there has been no claim or incident likely to give rise to a claim **We** will refund any premium paid.
- If a claim has been submitted or there has been an incident likely to give rise to a claim during the current **Period of Insurance** no premium will be given.

If **You** cancel after the first 14 days of receipt of **Your** policy documentation no premium refund will be given.

You must tell **Us** by writing to: Atlas Insurance PCC Limited 48-50 Ta' Xbiex Sea Front, Ta' Xbiex XBX1021, Malta or **You** may contact **Us** on telephone number +356 2343 5363.

We may cancel this policy by writing to **You** at **Your** last known address by recorded delivery giving 14 days notice. No premium refund will be given.

5. Arbitration

If **We** have accepted a claim under the policy and there is a disagreement over the amount to be paid to **You**, the dispute must be referred to an arbitrator to be appointed by mutual agreement between the parties in accordance with the provisions of the Arbitration Act 1996. When this happens the making of an award by the said arbitrator shall be a condition to any right of action against **Us**.

Claims Conditions

You must comply with the following conditions to have the full protection of **Your** policy.

If **You** do not comply **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. Claims

a) **You** must notify **Us** with full details in writing as soon as **You** reasonably can, but not later than 15 days following **Your** return to **Malta**, following any **Bodily Injury**, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may give rise to a claim under this policy.

b) **You** must also inform **Us** immediately if **You** are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **Us** without delay. **You** or anyone acting on **Your** behalf must not negotiate admit or repudiate any claim without **Our** written consent.

c) **You** or **Your** legal representatives must supply at **Your** own expense all information, reports, evidence (including receipts), details of household and other insurance and medical certificates as required by **Us**. **We** reserve the right to require **You** to undergo an independent medical examination at **Our** expense. **We** may also request and will pay for a post-mortem examination.

d) **You** must retain any property which is damaged, and, if requested, send it to **Us** at **Your** own expense. If **We** pay a claim for the **Full Value** of the property and it is subsequently recovered or there is any salvage then it will become **Our** property.

e) **We** may refuse to reimburse **You** for any expenses for which **You** cannot provide receipts or bills.

f) **You** may be asked to present a sworn statement (affidavit) at **Your** expense in support of **Your** claim.

2. Subrogation

We are entitled to take over and conduct in **Your** name the defence and settlement of any legal action. **We** may also take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, to recover any payment **We** have made under this policy to anyone else.

3. Fraud

You must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

a) make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or

b) make a statement in support of a claim knowing the statement to be false in any respect or

c) submit a document in support of a claim knowing the document to be forged or false in any respect or

d) make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance,

then

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been or will be made under the policy;
- **We** may at **Our** option declare the policy void;
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy;
- **We** shall not make any return of premium;
- **We** may inform the police of the circumstances.

Important Conditions Relating to Health

You must comply with the following conditions to have the full protection of **Your** policy.

If **You** do not comply **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. It is a condition of this policy that **You** will not be covered under:
   - Section A - Cancellation Or Abandonment Charges;
   - Section B - Emergency Medical And Other Expenses;
   - Section C - Hospital Benefit;
   - Section D - Personal Accident;
   - Sub-section 3 of Section M - Tee Off Extension;
   - Sub-section 3 of Section O - Slalom Extension

   for any claims arising directly or indirectly from:

   a) at the time of taking out this policy:
      i. any **Pre-Existing Medical Condition**;
      ii. any **Medical Condition** for which **You** have received a terminal prognosis;
      iii. any **Medical Condition** for which **You** are on a waiting list for or have knowledge of the need for surgery, in-patient treatment or investigation at a hospital, clinic or nursing home;
      iv. any circumstances **You** are aware of that could reasonably be expected to give rise to a claim on this policy including, but not limited to:
         - when an **Accompanying Person**, a **Close Relative**, a **Close Business Associate** or a person with whom **You** have arranged to stay is suffering from a **Pre-existing Medical Condition** or a **Medical Condition** as referred to in ii, and iii above;
         - when **You** have had signs or symptoms for which a **Medical Practitioner** has not yet been consulted or **You** are awaiting day-patient, in-patient or out-patient treatment

      unless **You** have been given **Our** agreement in writing.

b) at any time:
   i. any **Medical Condition You** have in respect of which a **Medical Practitioner** has advised **You** not to travel or would have done so had **You** sought his /her advice;
   ii. any **Medical Condition** for which **You** are travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice outside of **Malta**;
   iii. any **Medical Condition** for which **You** are not taking the prescribed medication or recommended treatment as directed by a **Medical Practitioner**;
   iv. normal pregnancy or childbirth without any accompanying complication.

2. If **You** require private in-patient treatment or repatriation **You** must comply with the conditions of the Emergency and Medical Service section on page 18.

3. If **Your** health changes after the start date of **Your** policy and the date of **Your** travel tickets or confirmation of booking were issued, **You** must telephone **Us** on +356 2343 5363 to make sure **Your** cover is not affected. **You** must check with **Your** general practitioner that **You** are still fit to travel. **You** will not be covered for medical and abandonment related claims if **You** travel against medical advice.

You should also refer to the General Exclusions on page 15.

General Exclusions Applicable to All Sections of the Policy

(Exclusions 5, 6, 7, 8 and 9 do not apply to claims for cancellation under Section A - Cancellation and Abandonment Charges)

This policy does not insure any claim or payment of any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

Furthermore, **We** will not pay for claims arising directly or indirectly from:

1.
   a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion (assuming the proportions of or amounting to an uprising) and military or usurped power;

   b) **Terrorism** caused or contributed to by the use of, release or the threat thereof of any nuclear weapon or device or chemical or biological agent (regardless of any other cause or event contributing concurrently or in any other sequence to the loss) and any action taken in controlling, preventing, suppressing or in any way relating to any act of such **Terrorism**;

2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;

3. loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;

4. the failure or fear of failure or inability of any equipment or any computer programme, whether or not **You** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date;

5. **Your** pursuit of winter sports or **Your** use of dry-ski slopes unless Section O - Slalom Extension is shown as operative in the **Schedule**;

6. the following winter sports activities even if Section O - Slalom Extension is shown as operative in the **Schedule**: Off piste skiing without a guide, skiing against local authoritative warning or advice, ski stunting, free-style skiing, Nordic skiing, ice hockey,

bobbing, heli skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, snowcat skiing, snow carting, snow mobiling or the use of bob sleighs, luges or skeletons;

7. **Your** engagement in or practice of: manual work in connection with a profession, business or trade, flying except as a fare paying passenger in a fully-licensed passenger-carrying aircraft, professional entertaining, professional sports, racing (other than on foot or while swimming), motor rallies and motor competitions;

8. **Your** engagement in or practice of: boxing, bungee jumping, canoeing at grade 4 or above, caving or cave diving, canyoning, rock climbing or mountaineering requiring the use of guides or ropes, extreme sports of any kind, expeditions, gliding, gymnastics, hang gliding, high diving, horseriding in competitions, hot air ballooning (unless as part of an organised trip with a qualified pilot), hunting, jetskiing, karate, kayaking, martial arts, microlighting, parachuting, paragliding, parapenting, polo, pot holing, quad-biking, rafting, rugby, shark diving, sky diving, sky surfing, trekking/hiking in excess of 2500 metres altitude, tubing, underwater activities requiring the use of artificial breathing apparatus (except scuba diving of less than 15 metres depth if suitably qualified or if supervised by a professional instructor) or wrestling;

9. **Your** use, as a driver or passenger, of a motorised two or three wheeled vehicle unless:
   - the vehicle has an engine size of 125cc or lower and
   - **You** are wearing a crash helmet and
   - (if **You** are driving) **You** hold a valid driving licence issued in **Malta** permitting the use of such vehicle in **Malta** as well as within the country where **You** are driving during **Your Trip**;

10. **Your** wilfully self-inflicted injury or illness, self-exposure to needless peril (except in an attempt to save human life), suicide or attempted suicide and sexually transmitted diseases;

11. **Your**
    (a) consumption of alcohol, drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner,** but not for the treatment of drug addition) and solvents impairing **Your** physical ability and/or judgement;
    (b) abuse of alcohol, drugs and/or solvents;
    (c) suffering from the symptoms of or illness due to alcohol, drug and/or solvent dependence and/or withdrawal;

12. **Your** own unlawful action or any criminal proceedings against **You**;

13. HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS and/or mutant derivatives or variations thereof however caused;

14. inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto. The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance or compound containing asbestos or waste comprising of or containing asbestos;

15. operational duties of a member of the police or armed forces;

16. emotional disorders anxiety or panic attacks and hysteria unless they result in admission into a hospital;

17. consequential loss of any kind (for example the replacement of locks following loss of keys);

18. **Your** travel to a country or specific area or event to which the relevant **Maltese** authorities have instructed the public to avoid all travel or prohibited travel;

19. erasure or distortion of data, accidental erasure or mislaying or misfiling of documents or records and computer viruses and similar mechanisms or hacking.

20. any person not insured or named in the policy even where **You** have paid for the other person's costs. The only exception to this is if cover is agreed for someone to remain with **You** in the event of an illness or injury and **Our IEAP** agrees for another person to remain with **You**;

21. costs which would have been payable if the event being the subject of the claim had not occurred;

22. **Coronavirus** including the fear or threat of catching **Coronavirus** and the advice or action of the government not to travel.
    However, provided that
    1. **Your Trip** is limited to the **Geographical Area** of Europe (including Russia, west of Ural Mountains, countries bordering the Mediterranean, the Azores, Canary Islands, Madeira and Iceland), and
    2. at the time when **You** purchased this policy **You** were not already suffering from symptoms of **Coronavirus**, or the subject of a positive **Test** result dated within 14 days of the date of purchase, or awaiting a **Test** result; and
    3. at the time when **You** purchased this policy **You** were not aware that any **Accompanying Person**, **Close Relative** or person **You** have arranged to stay with temporarily was suffering from symptoms of **Coronavirus**, or the subject of a positive **Test** result dated within 14 days of the date of purchase, or awaiting a **Test** result; and
    4. **You** have not purchased this policy within 14 days of the start of **Your Trip**;

then subject to the above provisos, this exclusion 22 does not apply solely to the following:

Section A - Cancellation or Abandonment Charges for specific covered events being:

a) **Cancellation** following **Your** unforeseen death or illness or compulsory quarantine or that of any **Accompanying Person**, of **Your Close Relative** or of any person with whom **You** have arranged to reside temporarily. For the claim to be eligible **You** (or any of the above other persons) must have had a positive **Test** result for **Coronavirus** within 14 days of **Your** departure date and **We** will require written evidence of that. This also applies if **Your** claim relates to any other person mentioned above.

b) If after **You** have left **Home** to start **Your Trip**, **You** are
   - hospitalized as an inpatient or
   - **You** are confined to **Your** accommodation due to quarantine on the orders of a **Medical Practitioner**,

   in either case for more than 24 hours.
   There is no cover if this instruction is the result of any goverment law or regulation to an area or region of a country. In order for the claim to be eligible the **Insured Person** claiming must have **Tested** positive for **Coronavirus** during the **Trip** and **We** will require written evidence of that. In the case of quarantine an **Insured Person** is still eligible if he or she is confined because his/her **Select Travel Companion** has **Tested** positive for **Coronavirus** during the **Trip** and **We** will require written evidence for that.

c) If at **Your** departure or arrival point, **You** are **Tested** and receive a positive result or show symptoms for **Coronavirus** following which **You** are not permitted to continue **Your Trip**. **You** will need to provide written evidence from **Your** transport provider that **You** have been denied boarding and to provide a positive result from a **Test** taken within 24 hours of **Your** not being allowed to continue **Your Trip**.

Section B - Emergency Medical and Additional Expenses
However, under **What is Covered 4**, cover is limited to where the **Insured Person** claiming has **Tested** positive for **Coronavirus** during the **Trip** or he/she is quarantined because a **Select Travel Companion** has **Tested** positive for **Coronavirus** during the **Trip**. In either case, **We** will require written evidence of such positive **Test** and quarantine.

Section C - Hospital Benefit

Section I - Missed Departure, for the following specific covered event:
You arrive at the departure point in time to board the **Public Transport** on which **You** are booked to travel but **You** miss **Your** booked transportation because **You** are unexpectedly delayed waiting for the **Test** results.

Extension of Period of Insurance
If any **Insured Person's** return to **Malta** is unavoidably delayed due to him or her either catching **Coronavirus** or being forced into quarantine due to **Coronavirus**; the **Period of Insurance** is automatically extended for the period of the delay up to a maximum of thirty days.

Additional Definitions:

Select Travel Companion
shall mean a **Close Relative** who is travelling with **You** during the **Trip** and any other **Accompanying Person** with whom **You** are sharing accommodation during the **Trip**.

Test/Tested
shall mean a medically approved **Coronavirus** test. The cost of tests is not covered by this policy.

Subject otherwise to the General Exclusions, General Conditions and the Limits, Special Conditions and What is Not Covered related to the relevant sections.

Emergency and Medical Service

In the event of a serious illness or accident in circumstances covered by this policy which may lead to in-patient hospital treatment or before any arrangements are made for repatriation, **You** must contact **Our** International Emergency Assistance Provider (**IEAP**), details of which are shown in **Your** policy **Schedule**. The service is available to **You** and operates 24 hours a day, 365 days a year for advice and assistance when making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment **You** must contact **Our IEAP** as soon as possible. Private medical in-patient treatment and repatriation costs are not covered unless authorised specifically by **Our IEAP** or by **Us**.

Medical assistance abroad
Our IEAP has the medical expertise, contacts and facilities to help should **You**:
- be injured in an accident or
- fall ill

and require in-patient medical treatment.
Our IEAP will also arrange transport **Home** when this is considered to be medically necessary.

Payment for medical treatment abroad
If **You** are admitted to a hospital or clinic while abroad, **Our IEAP** will arrange for medical expenses covered by the policy to be paid direct to the hospital or clinic. To take advantage of this benefit someone must contact **Our IEAP** for **You** as soon as possible. For simple out-patient treatment, **You** should pay the hospital or clinic yourself and claim back medical expenses from **Us** on **Your** return to **Malta**.

Reciprocal Health Agreements

European Union, European Economic Area, Switzerland and the United Kingdom

If **You** are travelling to countries within the European Union (EU), European Economic Area (EEA), Switzerland or the United Kingdom (UK), **You** are strongly advised to obtain a European Health Insurance Card from the Maltese Government Health Department. This will entitle **You** to benefit from the reciprocal health arrangements which exist between countries within the EU, EEA, Switzerland and the UK. In the event of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card or private health insurance, **We** will not apply the deduction of **Excess** under Section B – Emergency Medical and other Expenses.

Section A - Cancellation or Abandonment Charges

What is covered

We will pay **You** up to the Cancellation or Abandonment Charges Limit noted under the Limits section on page 8, for any:

- irrecoverable unused travel and accommodation costs;
- non-refundable costs in respect of unused excursions, holiday tours, cultural and sports events booked before the occurrence which leads to a claim; and
- other non-refundable pre-paid charges including those for car hire and kennel and cattery fees

which **You** have paid or are contracted to pay together with

- any reasonable additional travel expenses incurred (when **You** cannot use **Your** return ticket and unless such expenses are claimed under any other section).

*Note : the above includes irrecoverable deposits but it excludes anything forming part of a **Ski Pack** and/or any prepaid green fees*

if :

a) cancellation of the **Trip** is necessary and unavoidable or
b) the **Trip** is **Abandoned** before completion

as a result of any of the following events occurring:

1. **Your** death, **Bodily Injury**, illness or quarantine or that of:
   a) any **Accompanying Person**;
   b) any person with whom **You** have arranged to reside temporarily;

   Your quarantine must not be the result of any instruction imposed on a community, geographic location or vessel by any goverment or public authority.

2. The death, serious **Bodily Injury** or serious illness of:
   a) **Your Close Relative** or the **Close Relative** of an **Accompanying Person**;
   b) **Your Close Business Associate** or the **Close Business Associate** of an **Accompanying Person**;

3. **Your** or an **Accompanying Person's** compulsory quarantine, jury service attendance or being called as a witness at a Court of Law during the **Trip**;

4. **Your** or **Your Spouse**'s redundancy (which qualifies for payment under current **Maltese** redundancy payment legislation) provided that, at the time of booking the **Trip**, there was no reason to believe anyone would be made redundant;

5. The withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such cancellation or **Abandonment** could not reasonably have been expected at the time of applying for insurance;

6. The Police requesting **You** to remain at or return to **Your Home** or place of business following theft at **Your Home** or place of business;

7. **Your Home** becoming uninhabitable following serious damage caused by fire, aircraft, explosion, storm, flood, burst pipes, malicious persons or theft occurring during or within 30 days of the start of the **Trip**;

8. Adverse weather conditions cause the complete cessation of services of **Your** cruise liner for a least 48 consecutive hours;

9. Loss or theft of **Your** passport and/or visa during **Your Trip** meaning **You** are unable to continue **Your Trip**;

10. Avalanche, earthquake, volcanic eruption, tsunami, explosion, fire, landslide, storm or flood renders the accommodation **You** are staying in uninhabitable.

Special conditions relating to claims

1. **You** must obtain written documentary proof, including a medical certificate from a **Medical Practitioner** to confirm
   a) the necessity to return **Home** prior to **Abandonment** of the **Trip** due to death, **Bodily Injury** or illness and
   b) the need, location and duration of in-patient hospitalization or compulsory quarantine.

2. If **You** fail to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel or **Abandon** the **Trip**, **Our** liability shall be restricted to the cancellation/**Abandonment** charges that would have applied had failure not occurred.

3. If **You** cancel the **Trip** due to **Bodily Injury** or illness **You** must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.

4. **Abandonment** claims will be calculated on the number of nights of **Your Trip You** missed due to **Your** early return or the number of nights which **You** were hospitalised, quarantined or confined

to **Your** accommodation. Claims for hospitalisation or being confined to **Your** accommodation for more than 24 hours, will be paid for the ill/injured/quarantined/confined **Insured Person** only, but where **We** or **Our IEAP** agree for another **Insured Person** (including any children travelling with them) to stay with **You**, **We** will also pay for that **Insured Person's** proportion only of any unused travel and accommodation costs and expenses, including excursions (limits listed in the table of benefits) they have not used by remaining with **You**.

What is not covered

1. The **Excess** of €35.
2. Any disinclination to travel or continue travelling unless **Your** change of travel plans is caused by one of the circumstances listed under "What is covered";
3. Any claims arising directly or indirectly from:
   a) redundancy:
      - caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy, or
      - where a warning or notification of redundancy was given prior to the date this insurance is effected by **You**, or
      - where **You** or **Your Spouse** have been employed for less than 12 months as at the date this insurance is effected by **You**, or
      - where **You** or **Your Spouse** are self- employed;

   b) circumstances known to **You** prior to the date this insurance is effected by **You** which could reasonably have been expected to give rise to cancellation or **Abandonment** of the **Trip**;
4. Compensation for frequent flyer points or similar schemes;
5. Any claim for unused travel or accommodation arranged by using Air Miles or similar travel loyalty schemes;
6. Any claim for management fees, maintenance costs or exchange fees associated with timeshare and similar arrangements;
7. **Abandonment** arising as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
8. Any costs relating to unused travel and accommodation for persons not insured under this policy and other non-refundable costs, prepaid charges or additional expenses related to such uninsured persons;
9. The cost of unused original tickets where **We** pay for **You** to come **Home** following **Abandonment**. In addition, if **You** have not purchased a return ticket, **We** will deduct the cost of an economy flight (based on the cost on the date when **You** come **Home**) from any cost **We** have incurred while returning **You Home**.
10. Claims relating to loss or theft of **Your** passport or visa unless it was deposited in a safe, safety deposit box or left in locked accommodation.
11. Any unused or additional costs incurred by **You** and which any of the following parties is obliged to refund:
    - the providers of the accommodation, their booking agents, travel agent or any compensation scheme;
    - the providers of the transportation, their booking agents, travel agent or any compensation scheme;
12. Anything mentioned in the General Exclusions on page 15.

You should also refer to the Important Conditions Relating To Health on page 13.

Section B - Emergency Medical and Other Expenses

What is covered

We will pay **You** up to the Emergency Medical and Other Expenses Limit noted in the Limits Section on page 8 for the following expenses which are necessarily incurred within 12 months of the incident as a result of **Your** suffering death, **Bodily Injury** or illness and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance (including rescue services to take **You** to hospital) and nursing fees and charges incurred outside **Malta** (and in **Malta** up to the **Malta** limit noted in the Limits Section on page 8 for any treatment required within a maximum period of three months after **Your** booked return date);
2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) incurred outside **Malta**;
3. In the event of **Your** death outside **Malta**, the reasonable additional cost of funeral expenses abroad plus the reasonable cost of conveying **Your** ashes to **Your Home**, or the additional costs of returning **Your** body to **Your Home**;
4. Reasonable additional transport (economy class) and half board accommodation expenses incurred, up to the standard of **Your** original booking, if it is medically necessary for **You** to stay beyond **Your** scheduled return date;

   This includes, with **Our** prior authorisation or that of **Our IEAP**, reasonable additional transport and accommodation expenses for a friend or **Close Relative** to remain with **You** or travel to **You** from **Malta** or escort **You** and reasonable additional travel expenses (economy class) to return **You** to **Your Home** if **You** are unable to use the return ticket;
5. With the prior authorisation of **Our IEAP**, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **You** to **Your Home** if it

is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless **Our IEAP** agree otherwise.

Special conditions relating to claims

1. **You** must give notice as soon as possible to **Our IEAP** or **Us** of any **Bodily Injury** or illness which necessitates **Your** admittance to hospital as an in-patient or before any arrangements are made for **Your** repatriation.
2. In the event of **Your Bodily Injury** or illness **We** reserve the right to relocate **You** from one hospital to another and arrange for **Your** repatriation to **Malta** at any time during the **Trip**. **We** will do this if in the opinion of the **Medical Practitioner** in attendance or **Our IEAP You** can be moved safely and/or travel safely to **Malta** to continue treatment.

What is not covered

1. The **Excess** of €35.
2. Any claims arising directly or indirectly in respect of:
   a) costs of telephone calls, other than calls to **Our IEAP** notifying them of the problem for which **You** are able to provide a receipt or other evidence to show the cost of the call and the number telephoned;
   b) the cost of treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated **Your** admittance into hospital;
   c) any expenses which are not usual, reasonable or customary to treat **Your Bodily Injury** or illness;
   d) any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and **Our IEAP** can be delayed reasonably until **Your** return to **Malta**;
   e) expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside **Malta**;
   f) additional costs arising from single or private room accommodation;
   g) treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
   h) any expenses incurred after **You** have returned to **Malta** except up to the **Malta** limit noted in the Limits Section on page 8;
   i) expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
   j) **Your** decision not to be repatriated after the date when in the opinion of **Our IEAP** it is safe to do so.
3. Anything mentioned in the General Exclusions on page 15.

You should also refer to the Important Conditions Relating To Health on page 13.

Section C - Hospital Benefit

What is covered

We will pay **You** €25 for every complete 24 hours **You** have to stay in hospital as an in-patient outside **Malta** up to a maximum of €700 as a result of **Bodily Injury** or illness **You** sustain. **We** will pay the amount above in addition to any amount payable under section B - Emergency Medical And Other Expenses.

Special condition relating to claims

You must give notice as soon as possible to **Our IEAP** or **Us** of any **Bodily Injury** or illness which necessitates **Your** admittance to hospital as an in-patient.

What is not covered

1. Any claims arising directly or indirectly from:
   a) any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated **Your** admittance into hospital;
   b) hospitalisation relating to any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and **Our IEAP** can be delayed reasonably until **Your** return to **Malta**;
   c) any additional period of hospitalisation relating to treatment or services provided by a health spa, convalescent or nursing home, or any rehabilitation centre;
   d) hospitalisation as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
   e) any additional period of hospitalisation following **Your** decision not to be repatriated after the date when in the opinion of **Our IEAP** it is safe to do so.
2. Anything mentioned in the General Exclusions on page 15.

You should also refer to the Important Conditions Relating To Health on page 13.

Section D - Personal Accident

What is covered

We will pay one of the Personal Accident Benefits shown in the relevant Specification on page 10 if **You** sustain **Bodily Injury** which shall solely and independently of any other cause, result within two years in **Your**:

1. death,
2. **Loss of Limb, Loss of Sight**, or
3. **Permanent Total Disablement**.

Special conditions relating to claims

1. **Our Medical Practitioner** may examine **You** as often as he/she deems necessary in the event of a claim.

2. A person is deemed to be the age which applies on the Date of Issue of the **Schedule**.

Provisions

Benefit is not payable to **You**:

1. under more than one of items 1, 2 or 3 of the Personal Accident Benefits shown in the Specification on page 10;

2. under item 3 of the Personal Accident Benefits (**Permanent Total Disablement**) until one year after the date **You** sustain **Bodily Injury**;

3. under item 3 of the Personal Accident Benefits (**Permanent Total Disablement**) if **You** are able or may be able to carry out any gainful employment or gainful occupation;

4. under item 3 of the Personal Accident Benefits (**Permanent Total Disablement**) unless **You** are in full time employment at the time of the accident.

What is not covered

Anything mentioned in the General Exclusions on page 15.

You should also refer to the Important Conditions Relating To Health on page 13.

Section E - Baggage and Passport

What is covered

1. **We** will pay **You** up to the amount of the **Baggage** Sum Insured under the Limits section on page 8 for the accidental loss of, theft of or damage to **Baggage**. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation, (or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Baggage**).

   The maximum **We** will pay **You** for any one article (**Valuable** or otherwise), pair or set of articles (**Valuable** or otherwise) is the amount of the Single Article Sub-Limit noted in the Limits section. The maximum **We** will pay **You** in total for all **Valuables** is the amount of the Aggregate Valuables Sub-Limit noted in the Limits Section.

2. **We** will also pay **You** :
   a) up to the amount of the Delayed Baggage Limit shown under the Limits section on page 8 for the emergency replacement of clothing, medication and toiletries if **Your Baggage** is temporarily lost in transit during the outward journey and not returned to **You** within 12 hours, provided written confirmation is obtained and sent to **Us** from the carrier, confirming the number of hours the **Baggage** was delayed. If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section;
   b) up to the amount of the Passport Loss Expenses Limit shown under the Limits section on page 8 for reasonable additional travel, communication and accommodation expenses incurred necessarily abroad to obtain a replacement of **Your** lost or stolen passport plus the cost of a temporary replacement passport.

Special conditions relating to claims under Sections:

E - Baggage and Passport,
F - Personal Money
and (if operative) under Sections:
M - Tee-Off Extension and
O - Slalom Extension

1. **You** must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of any **Baggage** and/or **Ski Equipment** and/or **Golf Equipment** and/or **Personal Money**. In the case of lost or stolen credit and/or cash cards **You** must also report the loss/theft to the issuing authority.

2. If **Baggage** and/or **Ski Equipment** and/or **Golf Equipment** and/or **Personal Money** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **You** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation.

3. If **Baggage** and/or **Ski Equipment** and/or **Golf Equipment** and/or **Personal Money** is lost, stolen or damaged whilst in the care of an airline **You** must:
   a) obtain a Property Irregularity Report from the airline;
   b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy);
   c) retain all travel tickets and tags for submission if a claim is to be made under this policy.

4. Receipts for items lost, stolen or damaged must be retained as these will help **You** to substantiate **Your** claim.

5. **We** will pay for individual damaged or lost items forming part of a set or pair but not for companion pieces which are undamaged or not lost.

6. If at the time of any loss, theft or damage the Baggage Sum Insured per **Insured Person** on **Baggage** is less than the **Full Value**, the sum paid by **Us** in respect of any claim will be limited in the same proportion as the above mentioned Sum Insured bears to the **Full Value** of the property at the time of the incident leading to a claim. This Special Condition does not apply if the Premier Cover Option is chosen.

7. In respect of credit cards and/or cash cards **You** must comply with the terms and conditions of the issuing authority.

What is not covered under Sections:

E - Baggage and Passport;
F - Personal Money
and (if operative) under Sections:
M - Tee-Off Extension;
O - Slalom Extension

1. The **Excess** of €35 (except claims under:
   - Sub-section 2 a and 2 b of Section E - Baggage and Passport;
   - Sub-section 2, 3 and 4 of Section O - Slalom Extension).

   Only one **Excess** will apply per **Insured Person** where **Baggage** and **Ski Equipment** and/or **Golf Equipment** and/or **Personal Money** claims arise out of the same incident.

2. Loss, theft of or damage:
   a) to **Valuables** (other than those included in b) below) and/or **Personal Money** if left **Unattended** at any time (including in a vehicle or in custody of carriers) unless deposited in a locked safe or safety deposit box;
   b) to **Electronics**, telescopes and binoculars if left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless:
      - deposited in a locked safe or safety deposit box; or
      - deposited in the custody of the "left luggage" facility provided by an airport, hotel, sea, train or bus station; or
      - in **Your** locked accommodation;
   c) to other property contained in an **Unattended** vehicle at any time unless:
      - it is locked out of sight in a **Secure Baggage Area**; and
      - forcible and violent means have been used by an unauthorised person to gain entry to the vehicle and evidence of such entry is available.

*Note to 2 above - In the context of transit by any means of transport including **Public Transport**, property is deemed **Unattended** if it is not in **Your** personal custody and control e.g. when travelling by aeroplane it must travel as hand luggage.*

3. Loss or damage or expense due to delay, confiscation, requisition, seizure, detention or destruction by customs or other authority.

4. Damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).

5. Loss, theft of or damage to:
   a) unset precious stones;
   b) contact or corneal lenses;
   c) hearing aids, dental or medical fittings;
   d) anything shipped as freight;
   e) deeds, manuscripts, securities, bonds or documents of any kind;
   f) bicycles;
   g) **Golf Equipment** - unless Tee-Off extension is chosen (but see also exception 7 below);
   h) **Ski Equipment** - unless Slalom Extension is chosen (but see also exception 7 below).

6. Cracking, scratching, breakage of or damage to:
   - china;
   - glass (other than glass in watch faces, cameras, binoculars or telescopes);
   - porcelain or other brittle or fragile articles;
   - antiques, household goods and perishable goods

   unless caused by fire, theft, or accident to the sea vessel, aircraft, train or vehicle in which they are being carried.

7. Breakage of or other damage to:
   a) sports equipment (including **Golf Equipment** and **Ski Equipment**);
   b) sports clothing

   while in use.

8. Musical instruments suffering:
   - scratching, denting or bruising, breakage of strings or loss of tone;

- other damage unless they are carried in their professional cases.

9. Loss, theft of or damage to:
   - motor accessories;
   - business goods, samples, tools of trade, and other items used in connection with **Your** business, trade, profession or occupation.

10. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing, altering or restoring, mechanical or electrical breakdown.

11. Loss due to depreciation in value of money, variation in exchange rates or shortages due to error or omission.

12. Loss, theft of or damage to travellers' cheques if **You** have not complied with the issuer's conditions or where the issuer provides a replacement service.

13. Unauthorised use of credit and/or cash cards by anyone related to or residing with the cardholder.

14. Loss, theft of or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused materials unless purchased pre-recorded when **We** will pay up to the makers latest list price.

15. Anything mentioned in the General Exclusions on page 15.

Section F - Personal Money

What is covered

We will pay **You** up to the amounts specified below for the accidental loss of, theft of or damage to **Personal Money** and in respect of **Your** liability under the terms of any credit and/or cash card as a direct result of its loss and subsequent unauthorised use. In respect of foreign currency, cover is also operative during the 72 hours immediately preceding **Your** departure on the outward journey.

We will pay **You** up to the amount of the **Personal Money** Sum Insured under the Limits section on page 8 but

- the maximum **We** will pay **You** for bank notes, currency notes and coins is the Cash Sub-Limit noted in the Limits section and
- the maximum **We** will pay **You** in respect of **Your** liability under the terms of any number of credit and/or cash cards is the Unauthorised Card Use Limit noted in the Limits section in the aggregate for all cards together.

Special conditions relating to claims

1. **You** will need to produce proof of cash (exchange/cash withdrawal chits).

2. See also Special Conditions relating to claims in Section E - Baggage and Passport.

What is not covered

See What is not covered in Section E - Baggage and Passport.

Section G - Personal Liability

What is covered

We will pay up to €1,250,000 (inclusive of legal costs and expenses awarded against **You** or incurred by **You** with **Our** written permission) against any amount **You** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

1. **Bodily Injury**, death illness or disease to any person who is not in **Your** employment or who is not a member of **Your** household;

2. loss of or damage to property:
   - that does not belong to and
   - is neither in the charge of nor under the control of:
     - **You**;
     - anyone in **Your** employment;
     - or any member of **Your** household

   other than any temporary holiday accommodation occupied (but not owned) by **You**.

Special conditions relating to claims

1. **You** must give **Us** written notice as soon as possible of any incident, which may give rise to a claim.

2. **You** must forward every letter, writ, summons and process to **Us** as soon as **You** receive it.

3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **Our** written consent.

4. **We** will be entitled if **We** so desire to take over and conduct in **Your** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **You** shall give **Us** all necessary information and assistance which **We** may require.

5. In the event of **Your** death, **Your** legal representative(s) will have

the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this policy.

What is not covered

1. Compensation or legal costs arising directly or indirectly from:
   a) liability which has been assumed by **You** under agreement unless the liability would have attached in the absence of such agreement;
   b) the pursuit of any trade, business, profession or occupation or the supply of goods or services;
   c) the ownership, possession or use of:
      - firearms;
      - animals (other than dogs and cats and horses used for private hacking);
      - electrically and mechanically propelled vehicles;
      - aircraft (including drones);
      - watercraft (other than manually propelled rowboats, punts or canoes);
   d) the transmission of any **Communicable Disease**;
   e) ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where **We** will not pay for the first €45 of each and every claim arising from the same incident).
2. Punitive, aggravated, non-compensatory or exemplary damages.
3. Anything mentioned in the General Exclusions on page 15.

Section H - Delayed Departure

What is covered

If the **Public Transport** on which **You** are booked to travel is delayed on a **Direct Journey** to or from **Malta** resulting in **You** arriving at **Your** final destination at least 12 hours after **Your** original scheduled arrival time,

We will pay **You**:

1. €50 for the first completed 12 hours delay and €25 for each full 12 hours delay thereafter up to a maximum of €250 or

2. up to the Cancellation and Abandonment Charges Limit noted in the Limits section on page 8 for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **You** have paid or are contracted to pay if after a minimum 24 hours has elapsed from the scheduled time of departure from **Malta**, **You** choose to cancel **Your Trip**.

You may claim only under Sub-section 1 or 2 above, for the same event, not both.

You may claim only under Section H - Delayed Departure or Section I - Missed Departure or Section J - Hijack for the same event.

Cover ceases under this section after the first leg of a **Trip** when an overnight stop is included in **Your** itinerary - see also definition of **Direct Journey**.

Special conditions relating to claims

1. **You** must check in according to the itinerary supplied to **You**.

2. **We** will work out the length of the delay from the date and time **You** should have arrived at **Your** final destination up to the actual time of arrival at **Your** final destination. **You** must obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.

3. **You** must comply with the terms of contract of the travel agent, tour operator or provider of transport.

What is not covered

1. The **Excess** of €35 under Sub-section 2 above.
2. Claims arising directly or indirectly from:
   a) strike or industrial action or air traffic control delay existing or publicly declared by the date this insurance is effected by **You**;

   b) withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country;
   c) **Service Cancellation**.
3. Compensation for frequent flyer points or similar schemes.
4. Any claim for unused travel or accommodation arranged by using Air Miles or similar travel loyalty schemes.
5. Any claim for management fees, maintenance costs or exchange fees associated with timeshare and similar arrangements.
6. Any unused or additional costs incurred by **You** and which any of the following parties is obliged to refund:
   - the providers of the accommodation, their booking agents, travel agent or any compensation scheme;
   - the providers of the transportation, their booking agents, travel agent or any compensation scheme;
7. Anything mentioned in the General Exclusions on page 15.

Section I - Missed Departure

What is covered

We will pay **You** up to the Missed Departure Limit under the Limits section on page 8 for reasonable additional accommodation (room only and not incurred in **Malta**) and travel expenses (economy only) necessarily incurred if:

1. **You** fail to arrive at the departure point in time to board the **Public Transport** on which **You** are booked to travel as a result of:
   a) the failure of other scheduled **Public Transport** or,
   b) delay to a connecting scheduled flight or,
   c) an accident to or breakdown of the vehicle in which **You** are travelling or,
   d) an accident, or breakdown occurring ahead of **You** on a motorway or dual carriage way which cause an unexpected delay to the vehicle in which **You** are travelling or,
   e) strike, industrial action or adverse weather conditions;
2. **You** are denied boarding the flight **You** are booked to travel on, due to overbooking of passengers.

You may claim only under Section I - Missed Departure or Section H - Delayed Departure or Section J - Hijack for the same event.

Special conditions relating to claims

1. In the event of a claim arising from any delay occurring on a motorway or dual carriage way **You** must obtain written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.

2. **You** must allow sufficient time for the **Public Transport** or other transport to arrive on schedule and to deliver **You** to the departure point.

3. In respect of claims under What is covered number 1. a) above, **You** must obtain written confirmation of the failure from the **Public Transport** operator/s.

4. In respect of claims under What is covered number 1. b) above, **You** must obtain written confirmation from the carriers (or their handling agents) of the number of hours of delay.

5. In respect of claims under What is covered number 1. c) above, if the vehicle belongs to a transport operator then **You** must obtain written confirmation from the operator of the accident or breakdown and the number of hours of delay.

6. In respect of claims under What is covered number 1. e) above, **You** must obtain written confirmation of the missed departure from the **Public Transport** operator/s explaining that it was due to strike, industrial action or adverse weather conditions.

7. In respect of claims under What is covered number 2 above, **You** must obtain written confirmation from the Airline or their representatives that **You** have been denied boarding and what (if any) alternative flight options have been provided to **You**

What is not covered

1. The **Excess** of €35.

2. Claims arising directly or indirectly from:
   a) adverse weather, strike or industrial action or air traffic control delay existing or declared publicly by the date this insurance is effected by **You**;
   b) an accident to or breakdown of the vehicle in which **You** are travelling for which a professional repairers report is not provided;
   c) breakdown of the vehicle in which **You** are travelling if the vehicle is owned by **You** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
   d) withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country;
   e) **Service Cancellation**.

3. Additional costs where the scheduled **Public Transport** operator has offered reasonable alternative travel arrangements within 12 hours of the scheduled time of departure.

4. Any claim where **You** have not done all **You** can to reach **Your** departure point in time.

5. Any additional costs incurred by **You** and which any of the following parties is obliged to refund:
   - the providers of the accommodation, their booking agents, travel agent or any compensation scheme;
   - the providers of the transportation, their booking agents, travel agent or any compensation scheme;

6. Anything mentioned in the General Exclusions on page 15.

Section J - Hijack

What is covered

If the **Public Transport** on which **You** are booked to travel is hijacked on a **Direct Journey** to or from **Malta**,

We will pay **You** €120 for every completed 24 hours of restraint from travel up to a maximum of €500 in the aggregate.

You may claim only under Section J - Hijack or Section H - Delayed Departure or Section I - Missed Departure for the same event.

Special conditions relating to claims

1. **You** must check-in according to the itinerary supplied to **You**.

2. **You** must obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of restraint from travel and the reason for this restraint.

3. **You** must comply with the terms of contract of the travel agent, tour operator or provider of transport.

What is not covered

Anything mentioned in the General Exclusions on page 15, however, for the purpose of this section, General Exclusion 1 b) is not applicable.

Section K - Hire Vehicle Excess

Not operative if the Budget Cover option is chosen

What is covered

We will reimburse **You** for the standard rental vehicle excess **You** have paid or for the cost of repairing the vehicle, whichever is the lower, if **You** rent a vehicle from a rental company and it is involved in an accident and **You** are the driver or it is stolen during the **Trip**. This cover does not replace the motor vehicle insurance. **We** will pay no more than the Hire Vehicle Excess Limit* under the Limits Section on Page 8 under this Section, which limit is applicable in the **Period of Insurance** regardless of the number of vehicles hired and the number of occurrences.

*If **You** have chosen the Hire Vehicle Excess Top-up option and paid the relative additional premium then this and the applicable limit shall be shown on **Your Schedule**. Drivers below the age of 25 and over the age of 75 are not covered under the Hire Vehicle Excess Top-up option.

Special condition relating to claims

You must provide a copy of the repair account and/or estimate of repairs and documentary evidence of the excess payable.

What is not covered

1. Claims arising directly or indirectly from the use of the rental vehicle:
   a) other than on a dedicated public highway;
   b) by persons who do not have a valid driving licence;
   c) for racing competitions, trials, rallies or speed testing, or;
   d) in any other way outside the terms of the rental agreement.

2. Anything mentioned in the General Exclusions on page 15.

Section L - Cancelled Services
(due to adverse weather and natural phenomena)

Not operative if the Budget Cover option is chosen

What is covered

1. In the event of a **Service Cancellation** from **Malta**, **we** will pay for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **You** have paid or are contracted to pay if **You** choose to cancel **Your Trip**.

2. In the event of any other **Service Cancellation**, **We** will pay for reasonable additional travel and accommodation expenses inevitably incurred due to **Your Trip** being extended.

We will pay up to the Cancelled Services Limit under the Limits section on page 8 per **Insured Person**.

Special conditions relating to claims

1. **You** must obtain written confirmation of the service cancellation from the carriers (or their handling agents).

2. **You** must provide written proof of all the additional expenses incurred.

What is not covered

1. The **Excess** of €35 per **Insured Person**.

2. Claims arising directly and indirectly from:
   - withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country; or
   - any **Service Cancellation**

   for reasons other than adverse weather conditions or other natural disasters.

3. Claims arising directly or indirectly from adverse weather conditions, flood, earthquake, volcanic eruption and/or volcanic ash clouds, tsunami or landslide which already existed or were publicly announced/forecast at the time this insurance is effected by **You**.
4. Compensation for frequent flyer points or similar schemes.
5. Any claim for unused travel or accommodation arranged by using Air Miles or similar travel loyalty schemes.
6. Any claim for management fees, maintenance costs or exchange fees associated with timeshare and similar arrangements.
7. Expenses payable by or recoverable from any tour operator, airline, hotel or any other service provider.
8. Any unused or additional costs incurred by **You** and which any of the following parties is obliged to refund:
   - the providers of the accomodation, their booking agents, travel agent or any compensation scheme;
   - the providers of the transportation, their booking agents, travel agent or any compensation scheme;
9. Anything mentioned in the General Exclusions on page 15.

Section M - Tee-Off Extension

Only operative if indicated in the Schedule and the appropriate additional premium has been paid.

What is covered

Note - any limits apply per Insured Person within the whole Period of Insurance

1. **We** will pay **You** up to €1,750 for the accidental loss of, theft of or damage to **Your** own **Golf Equipment** or up to €1,200 for hired **Golf Equipment You** may be responsible for. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation, (or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Golf Equipment**).

2. **We** will pay up to €50 per day, up to a maximum of €350 for the reasonable cost of hiring replacement **Golf Equipment** as a result of the accidental loss of, theft of or damage to or temporary loss in transit (when **Your Golf Equipment** is not returned to **You** within 4 hours of **Your** arrival at **Your** destination) of **Your** own **Golf Equipment**.

3. **We** will pay up to €475 for the unused portion of prepaid unrefundable green fees following **Your Bodily Injury** or illness.

Special conditions relating to claims

1. In respect of What is covered numbers 1 and 2 above see Special conditions relating to claims in Section E - Baggage And Passport.

2. In respect of What is covered number 3 above **You** must provide written confirmation from a **Medical Practitioner** that such **Bodily Injury** or illness prevented **You** from playing golf.

What is not covered

1. In respect of What is covered numbers 1 and 2 above, see What is not covered under Section E - Baggage And Passport.

2. Anything mentioned in the General Exclusions on page 15.

In respect of What is covered number 3 above **You** should also refer to the Important Conditions Relating To Health on page 13.

Section N - Continental Motoring Extension

Only operative if indicated in the Schedule and the appropriate additional premium has been paid.

Special definitions applicable only to this section

Emergency Roadside Assistance
- means the provision of a recovery operator to attend at the scene of an accident or **Mechanical Breakdown** for the purpose of restoring or attempting to restore the **Insured Vehicle**'s mobility and/or towing it to a suitable repairer.

Immobilise
- means (when used to describe the **Insured Vehicle**) that it cannot be driven or it is rendered unsafe for use on a public highway.

Insured Vehicle
- means the vehicle declared to, and accepted by **Us**, the registration number of which is shown on the **Schedule** or has been notified to **Us**. The **Insured Vehicle** must be a private car, motorised caravan, light van, estate car or Landrover-type vehicle which does not exceed 3,500 kgs GVW and is designed to carry eight persons or less.

Mechanical Breakdown
- means the breakdown, breakage or failure of any part of the **Insured Vehicle** essential to its mobility.

What is covered

Note - the limits noted in numbers 1, 2a, 5b and 6 apply to each Insured Vehicle - other limits apply per Insured Person in respect of the entire Period of Insurance.

1. In the event of the loss of use of the **Insured Vehicle** (after the **Trip** commences outside **Malta**) as a result of fire, theft, accidental damage or **Mechanical Breakdown**, **We** will pay the cost of call-out and towing charges made by an accredited repairer

when rendering **Emergency Roadside Assistance** and the cost of emergency labour necessary to effect repair of the **Insured Vehicle** up to a maximum of €300. **We** will not pay more than €60 within the overall limit in respect of labour charges and such charges will only be paid if as a result the **Trip** can be continued within 24 hours of the incident necessitating repairs.2.

2. In the event of the loss of use of the **Insured Vehicle** (after the **Trip** commences outside **Malta**) as a result of fire, theft, accidental damage or **Mechanical Breakdown** or if the **Insured Vehicle** is stranded because **You** have to return **Home** early as a result of a situation covered elsewhere under this policy, **We** will pay:
   either
   a) the additional cost of transporting the **Insured Vehicle** to **Your Home** if repairs cannot be carried out in Europe by the intended date of return **Home**. Such costs may include garage storage costs and the cost of transportation and delivery. The maximum amount payable will be limited to €475
   or
   b) up to €475 in respect of the cost of one person to travel by **Public Transport** to wherever the **Insured Vehicle** is located in order to drive the repaired vehicle direct to **Your Home** provided that all bookings are subject to prior agreement with **Us**.

3. In the event of loss of use of the **Insured Vehicle** (after the **Trip** commences outside **Malta**) for more than 24 consecutive hours from the time of loss as a result of fire, theft, accidental damage or **Mechanical Breakdown**, **We** will pay up to €250 in respect of the additional cost of transportation of **You** and **Your Baggage** to **Your Home** in **Malta** if the **Insured Vehicle** has not been repaired or recovered by the intended date of **Your** return **Home.** This means of transport must be agreed with **Us** before bookings are made.

4. In the event of loss of use of the **Insured Vehicle** (after the **Trip** commences outside **Malta**) as a result of fire, theft, accidental damage or **Mechanical Breakdown**, and repairs can be completed within 24 hours, **We** will pay **You** up to €125 for additional cost of hotel (room only) accommodation necessarily incurred as a result of such loss of use, provided that such cost is additional to and in excess of any accommodation cost payable by **You** had loss of use of the **Insured Vehicle** not occurred.

5. In the event of loss of use of the **Insured Vehicle** (after the **Trip** commences outside **Malta**) as a result of fire, theft, accidental damage or **Mechanical Breakdown**, and repairs cannot be completed within 24 hours, **We** will pay:
   a) up to €125 towards the additional cost of transporting **You** and **Your** personal baggage to **Your** destination by **Public Transport** or
   b) up to €300 for hire of an equivalent vehicle while the **Insured Vehicle** remains unserviceable.

6. In the event of theft, or attempted theft, of the **Insured Vehicle**, or its contents (after the **Trip** commences outside **Malta**) **We** will pay up to €250 for the emergency repairs or replacement parts necessary to place the **Insured Vehicle** in a secure condition to enable its continued use on the **Trip**.

Special conditions relating to claims

1. All claims must be notified in writing, with all relevant receipts, to **Us**.

2. Vehicle repatriation will not be undertaken where the **Insured Vehicle** is beyond economic repair. Instead **We** will arrange for the **Insured Vehicle** to be disposed of under Customs supervision in the country where the **Insured Vehicle** is situated. In such cases **We** will deal with the necessary Customs formalities.

3. No claims will be accepted for emergency repairs following theft of or from the **Insured Vehicle**, unless a police report has been obtained within 24 hours of the event.

4. **You** are responsible for the safety of the contents of the **Insured Vehicle** and unless incapacitated must wait with the **Insured Vehicle** until the assistance arrives.

5. If **You** are refused car hire by the hirer under their normal terms and conditions then **We** will not pay for car hire on **Your** behalf.

6. Condition of the **Insured Vehicle**:
   - parts of the **Insured Vehicle**, including the battery, which are failing, must be replaced as soon as possible after the discovery of the defect;
   - a serviceable spare wheel for the **Insured Vehicle** (including any towing caravan or trailer) must be carried at all times;
   - the **Insured Vehicle** must at all times be maintained in good mechanical condition and be serviced regularly in accordance with the manufacturer's instructions.

What is not covered

1. The **Excess** of €60 (applicable per **Insured Person** in respect of What is covered numbers 3, 4 and 5 above and applicable per **Insured Vehicle** otherwise).

2. Under What is covered numbers 2b and 3 above any costs which have not been authorised by **Us**.

3. Claims consequent upon frost damage or the unroadworthy condition of tyres.

4. If at the time of the incident giving rise to the claim the **Insured Vehicle** is:
   - outside Europe or,

- over 15 years old or,
- not in a good mechanical or roadworthy condition or,
- being used for racing, rallies, speed or duration tests or practicing for such activities or,
- carrying more persons than it was manufactured to carry, or more persons than there are fixed seats in the **Insured Vehicle** or,
- carrying more than eight persons.

5. If the **Insured Vehicle**:
   - has not been serviced or operated in accordance with the manufacturer's instructions or,
   - is hired after the commencement of the **Trip**.

6. For the costs of repairs to any **Insured Vehicle**, other than as set out above.

7. Claims consequent upon the repair of paintwork or other cosmetic term.

8. Any claim in respect of any vehicle replacing the **Insured Vehicle**.

9. Any claim made or commenced which relates to an event which occurred prior to the inception of this policy.

10. Any claim which is the result of an inadequate repair or attempted repair carried out before or during the **Trip**.

11. Any claim where **You** are controlling the **Insured Vehicle** and are disqualified from driving or do not hold a valid driving licence issued in **Malta**.

12. Any claim where **You** are not, as required by law, in possession of a valid road test certificate and a valid certificate of insurance for the **Insured Vehicle**.

13. Any claim where the **Insured Vehicle** is, or has been, wholly or partly immersed in mud, snow, sand or water unless as a result or an accident or action taken to avoid an accident.

14. Anything mentioned in the General Exclusions on page 15.

Section O - Slalom Extension

Only operative if indicated in the Schedule and the appropriate additional premium has been paid.

What is covered

Note - any limits apply per Insured Person within the whole Period of Insurance.

1. **We** will pay **You** up to €1,000 for the accidental loss of, theft of or damage to **Your** own **Ski Equipment** or **Ski Equipment You** hire and may be responsible for. The amount payable will be the value at today's prices less a deduction for wear and tear and depreciation (or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Ski Equipment**).
   The maximum **We** will pay for any one article, pair or set of articles is €500.

2. **We** will pay **You** up to €50 per day, up to a maximum of €350, for the reasonable cost of hiring replacement **Ski Equipment** as a result of accidental loss of, or theft of or damage to or temporary loss in transit for more than 24 hours of **Your** own **Ski Equipment**.

3. **We** will pay **You**:
   a) up to €500 for the unused portion of **Your Ski Pack** following **Your Bodily Injury** or illness;
   b) up to €250 for the unused portion of **Your** lift pass if lost.

4. We will pay up to €50 per day, up to a maximum of €350 for the cost of transport organised by the tour operator to an alternative site if lack of or excessive snow conditions, dangerous high winds or avalanche results in the closure of all skiing facilities (excluding cross-country skiing) in **Your** resort and it is not possible to ski. The cover only applies:
   a) to the resort which **You** have pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of **Your Trip** and
   b) to **Trips** in Europe during the period 15th December to 30th March (both dates inclusive) and to other **Trips** only during the customary period of skiing and boarding in **Your** chosen resort.

   If no alternative sites are available **We** will pay **You** compensation of €50 per day up to a maximum of €350.

Special conditions relating to claims

1. In respect of What is covered numbers 1 and 2 above see Special Conditions relating to Claims in Section E - Baggage and Passport.

2. Under What is covered number 3 above **You** must provide written confirmation from a **Medical Practitioner** that such **Bodily Injury** or illness prevented **You** from using **Your Ski Pack**.

3. Under What is covered number 4 above **You** must provide written evidence that confirms the piste closures from resort management.

What is not covered

1. In respect of What is covered numbers 1 and 2 above see What is not covered under section E - Baggage and Passport.
2. Any expenses under What is covered number 4 above where costs, compensation or alternative skiing facilities are provided to **You**.
3. Any claims under What is covered number 4 arising directly or indirectly from circumstances known to **You** prior to the date this insurance is effected by **You** which could reasonably have been expected to give rise to the impossibility to ski.
4. Anything mentioned in the General Exclusions on page 15.

In respect of What is covered number 3 above **You** should also refer to the Important Conditions Relating To Health on page 13.

Data and Privacy Protection

Atlas Insurance PCC Limited and/or any other subsidiaries of Atlas Holdings Limited or any of its daughter companies (hereinafter '**Atlas**', '**us**', '**our**', '**we**') are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about **you** or relating to **you** and/or to any other person/s whom **you** insure with **Atlas** (hereinafter '**others**').

In completing all the forms related to **your** policies or claims, **you** confirm **your** understanding and acceptance of the terms in **Atlas**'s Data Protection and Privacy Statement. **You** hereby warrant that **you** have informed **others** why **we** asked for this information and what **we** will use it for and have obtained the necessary explicit verbal consent.

Atlas collects and processes information about **you** and **others** for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). **Atlas** may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas may collect and disclose **your** and **others**' information from/to other entities in order to conduct **our** business including:

- managing claims, which may require obtaining data including medical information from healthcare providers (including any public or private hospital or clinic) and/or **your** employers (for company schemes) and which **you** hereby authorise;
- administering policies with insurance brokers or other intermediaries appointed by the policyholder;
- helping **us** prevent or detect crime by sharing **your** information with regulatory and public bodies in Malta or, if applicable, overseas, including the Police, as well as with other insurance companies (directly or via shared databases such as the Malta Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
- **our** third party suppliers or service providers to whom **we** outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You can withdraw **your** consent to **Atlas** processing **your** personal information which is processed with **your** consent, e.g. direct marketing, at any time. **You** have the right to access **Your** personal data and ask **Atlas** to update or correct the information held or delete such personal data from **our** records if it is no longer needed for the purposes indicated above. **You** may exercise these and other rights held in **Atlas**'s Data Protection and Privacy Statement, by contacting **our** Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021

Malta or email dpo@atlas.com.mt Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If **you** and **others** consider that the processing of personal data by **Atlas** is not in compliance with data protection laws and regulations, **you** and **others** may lodge a complaint with **us** and/or the Office of the Information and Data Protection Commissioner by following this link https://idpc.org.mt/en/Pages/contact/complaints.aspx

If **you** wish to view the full **Atlas**'s Data Protection and Privacy Statement, for a better understanding of how **we** use this data please visit https://www.atlas.com.mt/legal/data-protection/. Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance.

What You can do if You are not satisfied with Atlas Insurance

With the best will in the world, concerns about some aspects of Our service may arise. Please help Us to resolve Your concerns as quickly as possible by following this process.

Please remember to quote Your policy and/or claim number on all correspondence.

How We deal with Your concerns

You can communicate with **Us** about **Your** concerns in writing by any reasonable means and this will always be free of charge. **We** assure **You** that feedback is always welcome as it enables **Us** to identify ways to improve **Our** service, and rest assured that **We** will always treat **You** fairly, equally and promptly. **We** will keep **Your** records in accordance with the Data Protection Act and **You** have the right to request information about the progress of **Your** concerns.

What You should do

Atlas staff have training and authority to settle problems and will do everything they can to help. They should be **Your** first point of contact.

In the unlikely event that **Your** complaint is unresolved, please write to:

The Customer Care Manager
Atlas Insurance PCC Limited
48-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021 or email on insure@atlas.com.mt

who will investigate the matter independently. The Customer Care Manager will:

- acknowledge **Your** concern within 3 working days;
- explain how **Atlas** will handle **Your** complaint and who **Your** contact person will be;
- explain what, if anything, **You** need to do;
- send **You** a copy of the **Atlas** Complaints Procedure if **You** do not already have a copy of it;
- give **You** a final reply to **Your** concern within 15 working days from the date of receipt of **Your** complaint. In the unlikely event that **We** are unable to conclude within this time period, **We** will write to **You** explaining why.

If You are still not satisfied

If **You** are still not satisfied with **Our** final reply or **We** have failed to give **You** a reply within 15 working days without giving **You** an explanation, **You** (individuals and micro enterprises) may refer **Your** issues to the Financial Services Arbiter (Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, telephone 8007 2366 or 21249245 or complaint.info@financialarbiter.org.mt).

Issues related to online purchases

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **You** choose to submit **Your** complaint this way, it will be forwarded to an Alternative Dispute Resolution (ADR) entity which will handle the case entirely online and will reach an outcome in 90 days. Please visit https://ec.europa.eu/consumers/odr/ to access the Online Dispute Resolution Service. Please quote our email address insure@atlas.com.mt.

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Mosta 94 Constitution Street 21 422 082 mosta@atlas.com.mt
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TR001/06.2021

Intermediary