# ANNUAL TRAVEL INSURANCE POLICY



# **ANNUAL TRAVEL INSURANCE POLICY**

for holidays & business travel

This is your Annual Travel Policy. It will be validated by the issue of a numbered Schedule which should be attached to the Policy. Both documents form the contract of insurance. Please read them carefully, keep them in a safe place and take them with you when you travel.

### The cover operates only if all of the following conditions are satisfied:

- 1. all of the people entitled to benefit under this Policy are normally resident in Malta at the date of the issue of the Schedule; and
- 2. the trip is a conventional holiday or a business trip of a commercial nature; and
- 3. it is a round trip starting and ending in Malta during the period of insurance.

### **PERIOD OF INSURANCE**

The period of insurance is the 12 month period shown on the schedule, during which the insured persons are covered for trips undertaken during this period, and which shall not exceed the number of days any one trip as specified on the schedule.

### **TERRITORIAL LIMITS**

The territorial limits which apply to your Policy are shown in the Schedule.

### **DEFINITIONS**

### "Bodily Injury"

Includes death or disablement as a direct result of exposure following a forced landing of any aircraft or a mishap to a vessel or vehicle in which you are travelling.

### "Close Business Associate"

Someone you work with who has to be in work for you to be able to go on or continue a trip or holiday. A senior manager or director of your business must agree to this.

#### "Close Relative"

Your mother, father, sister, brother, wife, husband, your partner who lives with you, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, brother-in-law, step-parent, stepchild, stepsister, stepbrother, aunt, uncle, cousin, nephew, niece, sister-in-law or daughter-in-law.

#### "Curtailment"

Returning home before the scheduled return date.

#### "Home address"

Your home address in Malta.

#### "Loss of Limbs"

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

### "Malta"

Includes the Islands of Malta, Gozo and Comino.

#### "Normally resident in Malta"

A person who has been residing in Malta for at least six months at the time of purchasing the policy.

### "Permanent Total Disablement"

Permanent and total disablement from engaging in or attending to any kind of profession or occupation.

### "Schedule"

Details of insured persons and period of insurance. The Schedule forms part of the Policy.

### "Scheduled Public Transport"

Trains, coaches, buses, aircraft, underground railways, trams and marine vessels running to a timetable.

#### "The Insured/you/your"

Every person named in the Schedule.

"Total Loss of Sight"

Complete and irrecoverable loss of sight.

### "Travelling Companion"

An accompanying person without whom the trip cannot commence or continue. For the purpose of this definition, an accompanying person does not include a tour or group leader.

#### "Trip"

A return journey that:

- 1. starts and ends from your normal place of residence or place of business in Malta; and
- 2. occurs within the period of insurance; and
- 3. is of a maximum duration which does not exceed the number of days any one trip as specified in the schedule.

#### "Valuables"

Articles containing precious metals or stones, pictures and other works of art, coins and medals, jewellery, furs, gold and silver articles, watches, radios, binoculars, telescopes, cameras, computer equipment and other electronic devices, mobile phones and accessories, personal organisers and audio/photographic/video equipment.

#### We/us/GasanMamo Insurance"

GasanMamo Insurance Ltd.

#### "Winter Sports Equipment"

Skis, snowboard, boots, helmets, bindings or poles.

### **HEALTH WARRANTY**

Claims under Sections D (Personal Accident), E (Cancellation and Curtailment Charges), F (Emergency Medical and Associated Expenses) and G (Hospital Cash Benefit) are subject to the express warranty that any Insured or person with whom the Insured has arranged to travel or stay was not:

- 1. Receiving or awaiting medical or surgical treatment at the time of effecting this insurance; or
- 2. Suffering from a serious or chronic illness and/or injury which has required consultation or treatment within the past 12 months.

Subject to the terms of the Policy GasanMamo Insurance will indemnify you, during the period of insurance for which we have accepted your premium, up to the sums insured shown in the type of cover chosen, in respect of:

### SECTION A BAGGAGE

- 1. Accidental loss of or damage during the trip to personal belongings (including clothing worn) and personal luggage taken or owned by you.
- 2. If your baggage is temporarily lost in transit on the outward journey and not restored to you within 12 hours, we will pay for the emergency purchase of essential replacement items, upon submission of receipts. The maximum limit payable will be €350 for Standard cover and €1,000 for Executive cover, per person for any one trip. You must obtain written confirmation from the Carrier of the number of hours delay. If your baggage is permanently lost the overall baggage sum insured will apply.

### Limit of amount payable

The total amount payable in respect of each Insured is:

for Standard Cover €2,500 Executive Cover €3,500

### We will not pay more than:

for **Standard Cover** €750 in respect of any single valuable, article, pair or set of articles and €1,000 overall in respect of valuables.

**Executive Cover** €1,000 in respect of any single valuable, article, pair or set of articles and €1,500 overall in respect of valuables.

### **Special Conditions applying to Section A**

1. You must, always, take reasonable care to supervise your property. If it is lost or damaged while in the care of a transport company, authority or hotel you must write to them, and give details of the loss or damage.

If baggage is lost or damaged by an airline you must:

- (a) Obtain a Property Irregularity Report detailing also the list of items missing and/or damaged;
- (b) Write to the airline and tell them of the loss, within the time limit set out in their conditions of carriage, and keep a copy for yourself;
- (c) Keep all damaged items and all travel tickets and tags as they will be needed if you make a claim under this Policy.
- 2. You should do everything you can to recover lost or stolen articles.
- 3. Settlement may, at our option, be effected by either replacing or repairing the damaged or lost property or by effecting a cash settlement. Replacement receipts may, at our option, be requested, and an adjustment for wear and tear will be made in the settlement of any claim.
- 4. If at the time of any loss or damage your amount insured is inadequate, the sum you will be entitled to recover will be limited in the same proportion as your amount insured bears to the value of your property at the time of the loss or damage. This condition does not apply when Executive cover is chosen.
- 5. You must be able to prove that you own or possess on behalf of another, the lost or stolen items and their value. The absence of such may prejudice your interest in the event of a claim.

### What is not covered

Exclusions are listed on page 5 after Section C.

# **SECTION B**

PERSONAL MONEY

Loss of your cash, travellers' cheques, travel tickets, hotel vouchers, passport and driving licence, telecards, mobile phone top-up vouchers and lift pass carried for social and domestic purposes during the trip.

### Limit of amount payable

The total amount payable in respect of each Insured is: for Standard Cover €1,500 Executive Cover €2,500

### Special Conditions applying to Section B

You must always take reasonable care to supervise your money and you should do everything you can to recover lost or stolen money.

You must always take reasonable care to keep your personal money safe. If your personal money is lost or stolen, you must take all reasonable steps to get it back.

You must be able to prove that you own the lost or stolen money and its worthiness. The absence of such may prejudice your interest in the event of a claim.

The maximum amount payable for any money lost or stolen from a beach or side of a pool is  $\in$  200. For the purpose of this cover Exclusion 2(b) shall not apply in respect of loss of money only.

### What is not covered

Exclusions are listed on page 5 after Section C.

# **SECTION C**

### **GOLFING COVER**

#### This Section operates only if you have chosen the Executive Cover.

We will cover you for the following if:

- 1. Your golf equipment (not including clothing) is lost, stolen or damaged during the trip, we will pay for its replacement or repair, whichever is lower, after making an allowance for wear and tear and loss of value using the scale below:
  - Up to one year old, 90% of the purchase price.
  - Up to two years old, 70% of the purchase price.
  - Up to three years old, 50% of the purchase price.
  - Up to four years old, 30% of the purchase price.
  - Over four years old, 20% of the purchase price.
- 2. Your golf equipment is lost, stolen, damaged or temporarily delayed for more than 12 hours on the outward journey, we will pay the daily benefit up to the limit shown hereunder for hiring replacement golf equipment.

### Special conditions applying to Section C

- 1. If claiming under Item 2 above, you must get written confirmation from the carrier of the number of hours you were without your golf equipment.
- 2. You must take reasonable care to keep your golf equipment safe. If your golf equipment is lost or stolen, you must take all reasonable steps to get it back.
- 3. If your golf equipment is lost or damaged by an authority, a transport company or hotel, you must report the details of the loss or damage to them in writing and get written confirmation.
- 4. If your golf equipment is lost or damaged by an airline, you must:
  - (a) get a property irregularity report.
  - (b) give written notice of the claim to the airline within the time limit in their conditions of carriage (you should also keep a copy).
  - (c) keep all damaged items and all travel tickets and tags as they will be needed if you make a claim under this Policy.
- 5. You must be able to prove that you were responsible for the lost, stolen or damaged items and the purchase price. If you do not do this, it may affect your claim.

### Limit of amount payable

The total amount payable shall not exceed €1,500

### Exclusions to Sections A, B & C

We will not pay for:

- 1. Loss or theft of personal belongings, personal luggage (including valuables) and money which you failed to report to the police, and obtain a report or other official evidence of such a report from them, within 24 hours of discovering the loss.
- 2. Loss or damage to valuables and money:

(a) in a suitcase while in transit and outside your control.

(b) when left unattended unless in a safe or safety deposit box or at your accommodation abroad. (c) in an unattended vehicle.

- 3. Loss of personal belongings and personal luggage whilst left in an unattended vehicle unless secured in its locked boot or contained in the luggage space at the rear of a locked Estate Car or Hatchback, under a top cover and out of view (this extension of cover does not apply to valuables and money).
- 4. Items used in connection with your employment.
- 5. Bonds, securities or documents of any kind.
- 6. Breakage of sports equipment while being used.
- 7. Cracking, scratching or breakage of glass, china or similar fragile articles.
- 8. Pedal cycles.
- 9. Wear and tear, depreciation, deterioration, loss of value or damage by moth, vermin, atmospheric conditions, or by any process of cleaning, repairing or restoring.
- 10. Household goods and anything shipped as freight.
- 11. Delay, detention, seizure or confiscation by Customs or other officials.
- 12. Shortages due to error, omission, change in exchange rates or depreciation in value.
- 13. Loss or damage to suitcases unless they are rendered unusable.
- 14. Scratching, denting or bruising, loss of tone or breakage of strings in respect of musical instruments. Such items are to be carried in their professional cases.
- 15. Any item or parts of items which are not lost or damaged and which form part of a set, pair of other article of the same type, colour or design.
- 16. Loss or theft of credit cards including the cost of re-issuing the cards and any financial loss resulting from the illicit use of the lost or stolen cards.
- 17. Winter sports equipment.
- 18. The used portion of passports, driving licences and lift pass.
- 19. Lift pass (unless the appropriate premium for Winter Sports Cover has been paid).
- 20. Deliberate or malicious damage to golf equipment caused by the insured person.
- 21. Loss or damage to golf equipment caused by the insured person's carelessness or neglect.
- 22. Any claim for jewellery (other than wedding rings) you lose while swimming or taking part in dangerous activities.
- 23. The first €25 of each claim per person (unless you have paid the appropriate additional premium for Excess Waiver) except when the claim is for temporary loss of baggage on the outward journey. Only one excess will apply per person where a claim is made under Section A, B or C and arising out of the same incident.

### SECTION D PERSONAL ACCIDENT

Bodily injury suffered by you during the trip caused by accidental and external means resulting solely and independently of other causes in death or disablement. The benefits shown below will be paid to you or to your legal personal representative.

| BENEFITS  | AGE 16 YEARS OR OVER |           | AGE UP TO 15 YEARS INCLUSIVE |           |
|---|----------------------|-----------|------------------------------|-----------|
|   | STANDARD             | EXECUTIVE | STANDARD                     | EXECUTIVE |
| Death   | €20,000              | €45,000   | €10,000                      | €20,000   |
| Loss of one or more limbs<br>and/or total loss of sight in<br>one or both eyes                              | €20,000              | €45,000   | €10,000                      | €20,000   |
| Permanent TOTAL<br>disablement after 104 weeks<br>EXCEPT when benefit is paid<br>for loss of limbs or sight | €20,000              | €45,000   | €10,000                      | €20,000   |

### **Special Conditions applying to Section D**

- 1. Death or disablement must happen within one year of the injury.
- 2. Permanent Total Disablement is payable only if you are in full time employment at the time of accident.
- 3. Only one of the benefits is payable under this Section.
- 4. The maximum amount payable under this Section shall not exceed €1,400,000 in respect of any one aircraft or vessel.

### What is not covered:

# SECTION E

### **CANCELLATION & CURTAILMENT CHARGES**

Refund of your non-refundable deposit and any other amount which you have to pay in respect of bookings made before any occurence that leads to a claim for:

- unused travel and accomodation,
- concert and sports tickets,
- holiday tours and excursions, and
- other non-refundable prepaid charges

if it is necessary for you to cancel or curtail your trip due to any of the following circumstances occurring within the period of insurance, and after the date a booking is made:

- 1. The accidental bodily injury to or illness or quarantine or death of yourself or of your travelling companion or of any person with whom you have arranged to stay.
- 2. The accidental bodily injury to or serious illness or death of any close relative, fiancé(e) or close business associate of yours.
- 3. You or your travelling companion being summoned for Jury Service or called as a witness in a Court of Law during the Period of Insurance.
- 4. You or your spouse being made unemployed and certified unemployed by the competent Government department.
- 5. Your home becoming uninhabitable following earthquake, explosion, landslide, fire, flood, storm or tsunami.
- 6. Your presence being required by the Police following burglary at your home or workplace.
- 7. You or anyone you are travelling with are a member of the Maltese Armed Forces, Police, Fire, Nursing or Ambulance Services and authorised leave is cancelled due to an unexpected emergency.
- 8. Weather which causes the complete cessation of services of your cruise liner for at least 48 consecutive hours.
- 9. Avalanche, earthquake, explosion, fire, flood, landslide, storm or tsunami which renders the accommodation in which you are staying uninhabitable.

### Limit of amount payable

The total amount payable in respect of each Insured is:

for Standard Cover €5,500 Executive Cover €7,500

### **Special Conditions applying to Section E**

At the time of booking a trip, the Insured must not be aware of any reason why the proposed trip should be cancelled or curtailed.

You must also obtain confirmation from a medical practitioner or any other competent authority that it is necessary for you to cancel or curtail your trip. In respect of a claim for curtailment the medical certificate must be issued by the doctor visiting you abroad.

You must notify your travel agent immediately once you are aware of any reason that prevents you from travelling and obtain written confirmation from the travel agent confirming any refunds due to you.

In the event of a curtailment, a proportion of pre-paid charges will be refunded. The refund for accommodation will be based on each day of the journey you have lost. A proportion of travel expenses will be refunded only if you cannot use your return ticket and you are not claiming return travel expenses under another Section of the Policy.

### What is not covered

### **SECTION F** EMERGENCY MEDICAL & ASSOCIATED EXPENSES

- 1. Expenses itemised below if you suffer accidental bodily injury, illness or death during the trip.
  - (a)Emergency medical treatment (including rescue services to take you to hospital) and emergency dental treatment incurred outside Malta (and in Malta up to a limit of €1,000 for Standard Cover and €1,250 for Executive Cover, for any treatment required within a maximum period of three months after your booked return date), subject to the provision of a medical certificate produced by the doctor treating you abroad.
  - (b)The cost of returning your body to your home address or the cost of burial or cremation in the country abroad where death occurred.
  - (c)Reasonable additional charges for accommodation (excluding food and drink) if it is necessary for you to stay beyond the intended return date and additional travel expenses which are necessary to get you home if you cannot use your return ticket.
- Reasonable additional travel and accommodation expenses which are necessary for you to return early to your home address (and you cannot use your return ticket) due to the accidental bodily injury to or serious illness or death of any close relative, fiancé(e) or close business associate of yours (or of your travelling companion) not travelling with you.

Items 1(c) and 2 include the reasonable travel and accommodation expenses (excluding food and drink) of any one relative or friend who has to travel to or stay with you if GasanMamo Insurance or Crisis24 Assistance Service consider this necessary.

### Limit of amount payable

The total amount payable in respect of each Insured shall not exceed: for **Standard Cover** €200,000 Executive Cover €1,000,000

### What is not covered

Exclusions are listed on page 17 after Section S.

### SECTION G HOSPITAL CASH BENEFIT

In-patient hospital benefit if you are admitted to a hospital abroad licensed for surgery due to accidental bodily injury or illness happening during the trip.

### Limit of amount payable

Benefit of €25 or €30 for Standard or Executive cover respectively for every complete 24 hour period you are in hospital up to a total of €750 for Standard Cover and €900 for Executive Cover. This amount will be increased to €50 for every complete 24 hour period if you make use of your European Health Insurance Card.

### What is not covered

### SECTION H COVID-19 COVER

Claims under Section H – COVID-19 Cover, are subject to the express warranty that at the time of issuing the policy, all persons insured under this policy or any travelling companion are:

- NOT currently in quarantine or self-isolation due to COVID-19.
- NOT currently positive to COVID-19.
- NOT suffering from any symptoms which can be related to COVID-19.
- NOT awaiting a COVID-19 test result.

For the purpose of this cover, COVID-19 shall mean 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.

Cover under this section is in respect of:

### **1. CANCELLATION CHARGES**

Refund of your non-refundable deposit and any other amount which you have to pay in respect of bookings made before any occurence that leads to a claim for:

- unused travel and accomodation,
- concert and sports tickets,
- holiday tours and excursions, and
- other non-refundable prepaid charges

if it is necessary for you to cancel your journey or holiday due to any of the following happening after the date the Policy is issued:

- 1. You or your travelling companion are hospitalised for COVID-19 up to 28 days before the starting date of your trip.
- 2. You or your travelling companion have tested positive for COVID-19 up to 14 days before your trip and have to be on mandatory quarantine.
- 3. You or your travelling companion show symptoms of COVID-19 at the point of departure of your trip and are denied boarding. This is subject to the following:
  - (a) Your transport or accommodation provider not reimbursing you or offering alternative dates; and
  - (b) Written evidence from your transport provider that you or your travelling companion have been denied boarding due to potential COVID-19 infection; and
  - (c) A positive COVID-19 test being taken within 24 hours of this denial at your expense.

### Limit of amount payable

| AGE GROUP                                 | UP TO<br>69 YEARS |           | AGE 70 TO<br>75 YEARS |
|---|-------------------|-----------|-----------------------|
| LEVEL OF COVER                            | STANDARD          | EXECUTIVE | STANDARD & EXECUTIVE  |
| Amount payable for<br>each insured person | €5,500            | €7,500    | €1,200                |

### **Special Conditions**

At the time of applying for insurance the Insured must not be aware of any reason why the proposed holiday or journey should be cancelled. You must also obtain confirmation from a medical practitioner or any other competent authority that it is necessary for you to cancel your holiday.

You must notify your travel agent immediately once you are aware of any reason that prevents you from travelling and obtain written confirmation from the travel agent confirming any refunds due to you.

### What is not covered

### 2. ADDITIONAL TRAVEL & ACCOMMODATION EXPENSES

Reasonable additional charges for accommodation (excluding food and drink), and additional travel expenses, if:

- 1. Due to COVID-19, you or your travelling companion are forced to quarantine or self-isolate whilst on your trip, or
- 2. You or your travelling companion show symptoms of COVID-19 at the point of international departure for your return trip and are denied boarding. This is subject to the following:

(a) Your transport or accommodation provider not reimbursing you or offering alternative dates;

- (b) Written evidence from your transport provider that you or your travelling companion have been denied boarding due to potential COVID-19 infection;
- (c) A positive COVID-19 test being taken within 24 hours of this denial at your expense.

### Limit of amount payable

| LEVEL OF COVER                            | STANDARD   | EXECUTIVE   |  |
|---|--|---|--|
| Amount payable for<br>each insured person | Costs for reasonable accommodation<br>up to €50 for every complete 24 hour<br>period up to a total of €700, and €300<br>in respect of additional costs for your<br>return transportation to Malta. | Costs for reasonable accommodation<br>up to €100 for every complete 24 hour<br>period up to a total of €1,000, and €500<br>in respect of additional costs for your<br>return transportation to Malta. |  |

### What is not covered

Exclusions are listed on page 17 after Section S.

### **3. EMERGENCY MEDICAL & ASSOCIATED EXPENSES**

Expenses itemised below if you contract COVID-19 whilst on your trip during the period of insurance:

- 1. Emergency medical treatment (including rescue services to take you to hospital).
- 2. The cost of returning your body to your home address in Malta or the cost of burial or cremation in the country abroad where death occurred.

| AGE GROUP                              | UP TO<br>69 YEARS |            | AGE 70 TO<br>75 YEARS |
|--|-------------------|------------|-----------------------|
| LEVEL OF COVER                         | STANDARD          | EXECUTIVE  | STANDARD & EXECUTIVE  |
| Amount payable for each insured person | €200,000          | €1,000,000 | €25,000               |

### What is not covered

### SECTION I PERSONAL LIABILITY

All sums which you become personally legally liable to pay for accidents which result in:

1. Death or bodily injury of any person;

2. Loss of or damage to property; occurring during the trip.

### Limit of amount payable

The total amount payable for all claims made against you arising from any one occurrence is €1,250,000. We will also pay any extra costs and expenses awarded against you or incurred by you with our written permission.

### What is not covered

- 1. Punitive and exemplary damages.
- 2. Liability arising from:
  - (a) Death or bodily injury of your employees or members of your family permanently living with you.
  - (b) Loss or damage to property which belongs to you or is under your control or the control of a member of your family or household or a person employed by you.
  - (c) Your trade, business or profession.
  - (d) The ownership or occupation of any land or building (other than occupation only of any temporary holiday accommodation in which case the first €35 of each and every claim is excluded unless you have paid the appropriate additional premium for Excess Waiver).
  - (e) The ownership, possession or use of animals (other than domestic animals), firearms, motorised vehicles, vessels (other than manually propelled water craft) or aircraft of any description.
  - (f) Mountaineering, rock climbing, hunting, trapping, pot-holing, rafting or canoeing involving white water rapids, bungee jumping or similar activity, jet skiing, sub aqua diving, kayaking, tubing, organised team sports, taking part in or practising for speeds or time trials, sprints or racing of any kind.
  - (g) Winter sports or the use of dry ski slopes (unless the appropriate premium has been paid in which case the excluded activities are ski racing in major events, ski jumping, ice hockey, ski boarding and use of bob sleighs or skeletons).
  - (h) Taking part in any expeditions or the crewing of a vessel from one country to another.
  - (i) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 3. All actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

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

- (a) 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
- (b) 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
- (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

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### SECTION J DELAYED DEPARTURE

Delayed departure of the ship or aircraft in which you are booked to travel. The period of delay will be calculated from the date and time of departure of the ship or aircraft shown on your travel ticket, up to the actual departure date and time of the ship or aircraft or to your actual departure, whichever is the earlier.

### Limit of amount payable

The total amount payable in respect of each Insured is:

- 1. €50 for each full 12 hours of delay and €25 for each subsequent full 12 hours of delay up to a maximum of €250 for Standard cover and €500 for Executive cover.
- 2. Refund of your non-recoverable deposits and other pre-paid travel and accommodation charges up to €1,400 if your delay from Malta lasts more than 24 hours and you choose to cancel your trip.

### **Special Condition applying to Section J**

- 1. You must check in as stated on the travel ticket and get written confirmation from the Carrier or their handling agents of the actual date and time of departure and reason of the delay.
- 2. Additional Special Conditions are listed on page 13 after Section K.

### What is not covered

We will not pay for:

- 1. Strike or industrial action which exists or is notified by declaration of intent before the date of booking a trip.
- 2. More than one item of this Section.
- 3. Claims originating from withdrawal from service, temporary or otherwise of an aircraft or sea vessel on the order or recommendation of Port Authority or Civil Aviation Authority or any other similar body in any country.
- 4. Flights and sea voyages which are cancelled.
- 5. The first €25 of each claim per person (unless you have paid the appropriate additional premium for Excess Waiver) if you cancel your trip.

### SECTION K MISSED DEPARTURE

We will cover you for the extra accommodation (other than that incurred in Malta) and travel costs you have to pay if you arrive at the point of international departure too late to board the ship, aircraft or train in which you are booked to travel as a direct result of:

- 1. Failure of scheduled public transport services.
- 2. Delay to a connecting scheduled flight in excess of one hour.
- 3. Accidental damage to, or breakdown of, the vehicle in which you are travelling (this would not include your vehicle running out of petrol, oil or water).
- 4. An avalanche or adverse weather condition which delays your departure from the booked resort.
- 5. You being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours of your scheduled flight.

### Limit of amount payable

The total amount payable in respect of each Insured shall not exceed:

for Standard Cover €750

### What is not covered

We will not pay for any missed departures arising from strike or industrial action which has commenced or has been announced before the date of booking a trip.

### Special Conditions applying to Sections J & K

- 1. We will only pay for a claim under one of Sections J & K at any one time.
- 2. We will only pay for a claim under Section K Missed Departure, Item 4, if the appropriate premium for winter sports has been paid.
- 3. It is important that you leave enough time to arrive at your departure point at or before the recommended time.

### SECTION L LOSS OF PASSPORT

Loss or theft of your passport while you are abroad during the period of insurance. We will pay reasonable additional travel and accommodation expenses which are necessary to obtain a replacement passport during your trip.

### Limit of amount payable

The total amount payable in respect of each Insured shall not exceed:

for Standard Cover €185 Executive Cover €250

### What is not covered

We will not pay for loss of passport which you failed to report to the Police, and obtain a report from them, within 24 hours of discovering the loss.

### **SECTION M**

### **RENTAL VEHICLE INSURANCE EXCESS**

If you rent a motorcar or van from a rental company and it is involved in an accident or is stolen, we will reimburse you for the standard policy excess you have paid under the rental agreement or the cost of repairing the motorcar or van, whichever the lesser. We will not pay you if the vehicle was being operated in violation of the terms of the rental agreement at the time of the accident or theft.

### Limit of amount payable

The total amount payable in respect of each and every accident, irrespective of the number of insured persons shall not exceed:

for Standard Cover €400 Executive Cover €500

### What is not covered

We will not pay for any voluntary excess which you opt for and are liable to pay following a reduction in the rental fee.

### SECTION N **PET CARE COVER**

In the event that your cat or dog suffers an injury whilst being cared for by a friend, relative, professional pet sitter, kennel or cattery in Malta, whilst you are on your trip and the injury requires in-patient veterinary treatment, we will pay the benefit as shown hereunder for each 24 hour period that your cat or dog receives in-patient veterinary treatment.

### Limit of amount payable

The total amount payable shall not exceed:

- for **Standard Cover** €15 for each full 24 hour period, maximum €150.
  - **Executive Cover** €25 for each full 24 hour period, maximum €250.

### What is not covered

We will not pay any claim if you do not have written confirmation from your vet giving details of the injury or accident and the number of days that your cat or dog has been an in-patient.

### SECTION 0 **HIJACK**

If during your trip the scheduled public transport on which you are booked to travel is hijacked, we will pay a daily benefit up to the limit as shown below.

### Special conditions applying to Section 0

- 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.

### Limit of amount payable

We will pay €120 for every completed 24 hours of restraint from travel, up to a maximum of €500.

# **SECTION P**

### **CANCELLATION OF SERVICE**

#### This section only applies if the appropriate premium for Cancellation of Service has been paid.

If the service provided by the ship or aircraft in which you are booked to travel is cancelled within the period of insurance and after the date a booking is made due to adverse weather conditions or other natural disasters we will:

- 1. Pay for reasonable additional travel and accommodation expenses necessarily incurred due to the forced extension of your trip;
- 2. Refund your non-recoverable deposits and other pre-paid travel and accommodation charges if you choose to cancel your trip.

### Limit of amount payable

The total amount payable in respect of each insured shall not exceed €2,000.

### What is not covered

- 1. Claims for unused travel arranged by using Air Miles or similar promotions.
- 2. Claims other than adverse weather conditions and other natural disasters originating from withdrawal from service, temporary or otherwise of an aircraft or sea vessel on the order or recommendation of Port Authority or Civil Aviation Authority or any other similar body in any country.
- 3. Cancellation of trip due to any reason other than adverse weather conditions and other natural disasters.
- 4. Any cost or expense payable by or recoverable from the tour operator, airline, hotel or other provider of services.
- 5. The first €25 of each claim per person (unless you have paid the appropriate additional premium for Excess Waiver).

### Special conditions applying to Section P

- 1. We will only pay for a claim under one of the Sections J, K and P.
- 2. We will not pay for a claim originating from adverse weather conditions or other natural disasters which already existed at the time of booking a trip.
- 3. You must give us:
  - (a) Documentary proof of all the extra costs you had to pay.
  - (b) Documentary proof from the transport company confirming the cancellation of service.

### SECTION Q WINTER SPORTS EQUIPMENT

#### This section only applies if the appropriate premium for Winter Sports has been paid.

- 1. If your winter sports equipment is lost, stolen or damaged by accident during your trip, we will pay for their replacement or repair, whichever is lower, after making an allowance for wear and tear and loss of value using the scale below:
  - Up to one year old, 90% of the purchase price.
  - Up to two years old, 70% of the purchase price.
  - Up to three years old, 50% of the purchase price.
  - Up to four years old, 30% of the purchase price.
  - Over four years old, 20% of the purchase price.
- 2. If you hire winter sports equipment and it is lost, stolen or damaged by accident during your trip, we will pay for its replacement or repair.
- 3. If we pay under items 1 or 2 above, we will also pay to hire replacement winter sports equipment for the rest of your trip.

### Special conditions applying to Section Q

- 1. You must take reasonable care to keep the winter sports equipment safe. If the winter sports equipment is lost or stolen, you must take all reasonable steps to get it back.
- 2. If the winter sports equipment is lost or damaged by an authority, a transport company or hotel, you must report the details of the loss or damage to them in writing and get written confirmation.
- 3. If the winter sports equipment is lost or damaged by an airline, you must:

(a)get a property irregularity report.

(b)give written notice of the claim to the airline within the time limit in their conditions of carriage (you should also keep a copy).

(c)keep all travel tickets and tags if you claim under this policy.

4. You must be able to prove that you were responsible for the lost, stolen or damaged items and the purchase price. If you do not do this, it may affect your claim.

### What is not covered

- 1. Deliberate or malicious damage to winter sports equipment caused by the insured person.
- 2. Loss or damage to winter sports equipment caused by the insured person's carelessness or neglect.
- 3. Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
- 4. Losses from motor vehicles.
- 5. Any loss or theft which you do not report to the police within 24 hours of discovery and get a written report for (where it is not possible to obtain a police report you must provide other independent proof of loss such as a letter from your transport company or resort management).
- 6. Winter sports equipment that is damaged while it is being used.
- 7. **The first €25 of each claim per person** (unless you have paid the appropriate additional premium for Excess Waiver).

### Limit of amount payable

The total amount payable in respect of each Insured shall not exceed:

for Standard Cover €1,000 Executive Cover €2,000

### SECTION R PISTE CLOSURE COVER

# This section only applies if the appropriate premium for Winter Sports has been paid and does not apply to cross-country skiing.

If all pistes at the resort you have booked are closed because of lack of snow, excessive snow or high winds, we will pay a daily benefit up to a limit as shown below.

### Special conditions applying to Section R

- 1. Within Europe the cover only applies during the period 15 December to 15 April. In respect of other territories, cover only applies during the customary period of skiing and boarding in your chosen resort.
- 2. You must provide evidence that confirms the piste closures from either your tour operator or resort management.

### Limit of amount payable

The total amount payable shall not exceed:

for **Standard Cover** €25 for every complete 24 hour period of piste closure up to a total of €200; or the cost of transport to the nearest resort, whichever is the lesser.

**Executive Cover**  $\in$  35 for every complete 24 hour period of piste closure up to a total of  $\in$  350; or the cost of transport to the nearest resort, whichever is the lesser.

# **SECTION S**

### SKI PACK COVER

### This section only applies if the appropriate premium for Winter Sports has been paid.

If, due to illness or injury, you are medically certified as being unable to ski or board we will pay the proportionate cost of your non-refundable ski pack.

The ski pack comprises lessons from a ski school, ski hire and the cost of any lift pass.

### What is not covered

Exclusions are listed on page 17 after Section S.

### Limit of amount payable

The total amount payable in respect of each Insured shall not exceed:

- for Standard Cover €250
  - Executive Cover €500

### Exclusions to Sections D, E, F, G, H & S

- 1. We will not pay for any costs arising from a medical condition where you travel against the advice of a qualified medical practitioner or would be travelling against the advice of a qualified medical practitioner had you obtained advice.
- 2. We will not pay for:
  - (a) Any expenses or fees for any in-patient treatment or repatriation which have not been agreed by GasanMamo Insurance or Crisis24 Assistance Service.
  - (b) The cost of any non-emergency treatment or surgery, including explanatory tests, which are not directly related to the illness or injury which necessitated your admittance into hospital.
  - (c) Cosmetic surgery.
  - (d) Medication which, at the time of departure is known to be required or to be continued outside Malta.
  - (e) Any additional cost of a single or private room.
  - (f) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.
  - (g) Emotional disorders, anxiety or panic attacks and hysteria unless they result in admission to a hospital.
- 3. We will not pay any costs arising from a medical condition for which, at the time of booking a trip, you:
  - (a) Are receiving in-patient treatment or are on a waiting list for in-patient treatment.
  - (b) Have received a terminal prognosis.
  - (c) Are intending to get medical treatment during the trip.
- 4. We will not pay for death, injury, illness or disablement resulting from:
  - (a) Any anxiety state and/or depression diagnosed before the date of booking a trip.
  - (b) Flying or other aerial activities except while travelling in an aircraft as a passenger.
  - (c) Motor cycling (as a driver or passenger) on machines exceeding 125cc, quad biking, mountaineering, rock climbing, hunting, trapping, pot-holing, rafting or canoeing involving white water rapids, bungee jumping or similar activity, jet skiing, sub-aqua diving, kayaking, tubing, organised team sports.
  - (d) Taking part in or practising for speed or time trials, sprints or racing of any kind.
  - (e) Manual work of any kind.
  - (f) Winter sports or the use of dry ski slopes (unless the appropriate premium has been paid in which case the excluded activities are ski racing in major events, ski jumping, ice hockey, ski boarding and use of bob sleighs or skeletons).
  - (g) Taking part in expeditions or the crewing of a vessel from one country to another.
  - (h) Charges for dental treatment other than emergency treatment for the relief of pain or where rendered necessary by injury (treatment shall not include the provision of dentures, artificial teeth or any dental work involving the use of precious metals).
- 5. If you have to cancel your trip because of unemployment caused by your misconduct, resignation or voluntary redundancy, or if you know that you would be made redundant before the date of booking a trip, or if you are self-employed.
- 6. Claims in respect of unused travel or accommodation arranged by using Air Miles or similar promotions.
- 7. We will not pay the first €25 of each claim per person (unless you have paid the appropriate additional premium for Excess Waiver) in respect of Emergency Medical and Associated Expenses and Cancellation and Curtailment Charges. This excess does not apply when a claim is made for the initial trip deposit.

Exclusions 4 (b) to (h) do not apply to Cancellation, and in respect of Curtailment, they apply only to you.

## EXTENSION OF PERIOD OF INSURANCE

If the homeward journey cannot be completed before the trip ends, cover will remain in force without additional premium for a further period of up to:

- 1. 5 days if any vehicle, vessel or aircraft in which you are travelling as a ticket holding passenger is delayed.
- 2. 30 days if the intended return journey is prevented due to your bodily injury or illness. If this happens we will also continue to pay medical treatment for Emergency Medical and Associated Expenses under Item 1 of Section F, and Item 3 of Section H (up to the sum insured provided by the Policy) for this period or such extension of period as is medically certified as being necessary.

# GENERAL EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

This Policy does not insure:

- 1. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped force.
- 2. Claims of whatever nature directly or indirectly caused by:
  - (a)Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b)The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

(c)Pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

- 3. Any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused.
- 4. Death, injury, illness or disability that results from suicide or attempted suicide or any act which could reasonably be considered as exposure to danger (unless you are trying to save someone's life), venereal infection or the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).
- 5. Any consequential loss not specified in the Policy.
- 6. Any payment you would normally have made during your travels, if nothing had gone wrong.
- 7. Loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of 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 or on 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.

This exclusion also excludes loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion does not apply to Section 0 – Hijack.

- 8. Losses relating to actual or probable casual elements (for example, prions) and any connected, possible illnesses in the area of transmissible spongiform encephalopathy (TSE) such as, for example, bovine spongiform encephalopathy (BSE), or new variant Creutzfeld-Jakob disease (vCJD).
- 9. Any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or any of its member states, the United Kingdom or the United States of America, or any of its states.
- 10.Any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to Coronavirus which, for the purposes of this exclusion, shall mean 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.
  - This exclusion does not apply to: a) Section H – COVID-19 Cover.
  - b) Section I Personal Liability. For this section, Exclusion 3 on page 11 applies.

## CONDITIONS

- 1. No refund of premium will be allowed after the date of issue of this Policy.
- 2. You must contact us with full details in writing as soon as possible, but not later than seven (7) days following your arrival in Malta, after any bodily injury, illness, incident or unemployment or on the discovery of any loss or damage. Claims under section E Cancellation and Curtailment must be notified to us immediately you become aware of any reason why the trip may be cancelled or curtailed. You must also inform us immediately if you know of any legal action against you. Any letter or document which relates to a claim must be sent to us straight away.
- 3. You, or any person acting for you, must not negotiate any claim, admit or deny liability without our written permission.
- 4. All certificates, information and evidence which we may require must be supplied at your expense or the expense of your legal representative. If your claim is for bodily injury or illness, we may request, and will pay for, a medical examination. We may also request, and will pay for, a post mortem examination if you die.
- 5. If at the time you make a claim under this Policy you are covered by any other insurance we will only pay our proportionate share of the claim. This condition does not apply to the Personal Accident and Hospital Cash Benefit Sections.
- 6. GasanMamo Insurance can defend and settle any legal action in your name. We can recover any payment we make under the Policy to anyone else at our own expense and for our own benefit and we can do it in your name.
- 7. If you or anyone acting for you makes a claim knowing the claim to be dishonest or exaggerated in any way, we will not pay the claim and all cover under this Policy will cease immediately. We reserve the right to notify the Police of any such claim.
- 8. This Policy 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 proceeding in Malta under Maltese statutory provision, this Policy shall be subject to the exclusive jurisdiction of the Maltese Courts. We will not pay in respect of any judgement, order or award obtained in Malta for the enforcement of a judgement or arbitration award obtained elsewhere. With regards to an indemnity payable under this policy we will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within Malta or within the territory where the incident occurred subject to the Territorial Limits shown in the Schedule, or in Arbitration in Malta under Maltese statutory provisions. Moreover, we will not pay in respect of any judgement, order or award obtained subject to the Territorial Limits noted in the Schedule or to costs and expenses of litigation recovered by any claimant from you or any other persons entitled to indemnity under this Policy which costs and expenses of litigation are not incurred in Malta or in the territory where the incident occurred in the Territorial Limits noted in the Schedule.
- 9. You might be requested to present a sworn statement (affidavit), at your expense, in support of your claim.
- 10.Reciprocal Health Agreements If you are travelling to countries in the European Community we strongly recommend that you get a European Health Insurance Card from the competent authorities. This will allow you to benefit from the health arrangements which exist between member states of the European Economic Area. You must take reasonable steps to use these arrangements where possible.

### CRISIS24 ASSISTANCE SERVICE

The cost of the Crisis24 Assistance Service is paid by us. The operation and availability of the service is governed by the terms, conditions and exclusions in the policy wording.

Crisis24 Assistance Service must be notified immediately of an illness or injury which requires you to go into hospital, as an in-patient. If this is not possible because the condition is serious then contact must be made as soon as possible after you are hospitalised. Immediate contact should be made with Crisis24 Assistance Service before arrangements are made for repatriation.

An experienced Assistance Coordinator will deal with your enquiry and will make sure that:

- 1. Hospitals are contacted if necessary;
- 2. Necessary medical fees are guaranteed;
- 3. Medical advisors are consulted;
- 4. Repatriation to Malta is arranged, by the most appropriate method, if this is considered to be medically suitable.

#### Crisis24 Assistance Service may be contacted as follows:

Tel no: +44 (0) 207 902 7405 (line open 24/7) Email: goc@crisis24.com Website: www.crisis24.com

Please quote your policy number and state you are insured by GasanMamo Insurance Ltd.

On behalf of GasanMamo Insurance Ltd.,

Julian J. Mamo Managing Director

### **COMPLAINTS PROCEDURE**

As a valued customer you are right to expect fairness and a swift and courteous service at all times. We recognise that sometimes you may be dissatisfied with our service. To help us improve we would appreciate your honesty in telling us about your experience of our service – Your feedback will make all the difference.

### What Should You do?

- Step 1: Please speak to your usual insurance advisor or your GasanMamo Insurance Ltd contact.
- Step 2: If you remain dissatisfied or you feel your complaint remains unsolved please write to the Managing Director, GasanMamo Insurance Ltd, Msida Road, Gżira GZR1405 giving us your policy or claim number in any correspondence.
- Step 3: If, after making a complaint to us, you are still unhappy and feel the matter has not been resolved to your satisfaction you have the right to refer the matter to the Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD1920 or email on complaint.info@financialarbiter.org.mt.

### Your Right to Legal Action

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

### **Telephone Monitoring**

For our joint protection, telephone calls may be recorded and/or monitored.

### PROTECTION AND COMPENSATION FUND REGULATIONS

Under the Protection and Compensation Fund Regulations, should the Company be unable to meet all its liabilities to policyholders, compensation may be available.

Further information may be obtained by visiting the Malta Financial Services Authority website www.mfsa.com.mt



Head Office: Msida Road, Gżira GZR 1405, Malta Tel: 2134 5123 Fax: 2134 5377 insurance@gasanmamo.com gasanmamo.com

### Branches:

B'Kara • Mellieħa • Mrieħel • Mosta • Paola • Ħal Qormi • Rabat • Tas-Sliema • Valletta

GasanMamo Insurance Ltd is authorised under the Insurance Business Act and regulated by the MFSA.