



TRAVEL

Insurance Policy







TRAVEL

Insurance Policy

This policy document provides You with the terms, conditions and exclusions of the insurance cover, together with information that will help You in the event of an emergency. The policy contains different levels of cover, some of which do not apply unless You have paid the appropriate additional premium. Conditions and 'What Is Not Covered' will apply to individual sections of Your policy while general exclusions, general conditions and important notes will apply to the whole policy.

Please read this document and Your schedule very carefully to ensure You understand exactly what is, and is not covered, the conditions of cover, and that it meets Your requirements.

Provided the Insured Person pays the premium and We agree to accept it, We will provide the cover in the terms set out in this policy.

Please take this document with You when You travel in case You need assistance or need to make a claim. If You have any questions or are in any doubt about the cover provided please call Our Travel Insurance Department on: +356 2343 0000.

A handwritten signature in black ink, appearing to be 'Mr. J. M. Jones', written over a horizontal line.

Signed

Authorised Insurer
Elmo Insurance Ltd

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Meaning of words

Close Business Associate:

Someone You work with who has to be in work for You to be able to go on or continue Your journey. This has to be approved and agreed by a director of Your business.

Close Relative:

Husband or wife, partner, parent, grand-parents, children, grand-children, brothers and sisters, step-parents, step-children, step-brothers, step-sisters, fiancé(e) or legal guardian of the Insured Person.

Departure Date:

The date shown in the schedule on which the Insured Person/s intends to commence the Insured Journey.

Endorsement:

Written evidence of an agreed change to the policy.

Europe:

Shall mean the Continent of Europe (West of Ural Mountains), the British Isles, Madeira, the Canary Islands, Iceland and any country bordering the Mediterranean Sea (excluding those countries forming part of the continent of Africa).

Hijacking:

Unlawful seizure of the aircraft or other vehicle in which an Insured Person is travelling.

Insured Journey:

The journey must start and end in Malta and not exceeding 3 months in duration unless We agree otherwise.

Insured Person/You/Your:

Every person named in the schedule.

Medical Practitioner:

A legally qualified medical practitioner who is not related to You or any Travelling Companion.

Money:

Include coins, bank and currency notes, cheques, postal and money orders, travellers' cheques, travel tickets, green cards and other coupons which have a monetary value.

Meaning of words (continued)

Period of Insurance:

The Period of Insurance starts from the date the schedule is issued and ends when You return to Malta from Your Insured Journey. This policy can be issued up to 3 months prior the Departure Date.

Pre-Existing Medical Condition:

Any past or current medical condition that is known to You prior the commencement of the Period of Insurance.

Return Date:

The date shown in the schedule on which the Insured Person/s intends to return home after finishing the Insured Journey.

Travelling Companion:

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

Unattended:

When You cannot see and are not close enough to Your property or vehicle to prevent unauthorized interference or theft of Your property or vehicle.

Winter Sports:

Include skiing as arranged by ski-schools for their guests, ski-jumping and the use of bobsleighs or skeletons.

Worldwide:

Include all the rest of the countries not mentioned in Europe.

We/Us/Our:

Elmo Insurance Ltd

Important notes

- a. **Material Facts:** A fact likely to influence the acceptance or assessment of this insurance. You must declare to Us all material facts that are likely to affect this insurance.
- b. **Health Requirements:** If You do not comply with the following, We may cancel the policy, refuse to deal with Your claim or reduce the amount of any claim payment:
 - You must be healthy, fit to travel and to undertake Your planned journey.
 - The insurance will not cover You when You are travelling against the advice of a Medical Practitioner.
 - The insurance will not cover You in respect of Section 2: Medical and Emergency Travel Expenses when You are travelling with the intention of obtaining medical treatment or consultation abroad.
 - We may require You to obtain a medical report from Your Medical Practitioner. Any costs incurred in obtaining this medical report shall be borne by You.
- c. **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.
- d. If, because of Hijacking or delay or interruption of the public transport services the Insured Person is unable to complete the Insured Journey by the Return Date the policy will automatically extend for as long as is reasonably necessary to allow all the Insured Person/s to return to their home in the country of origin.

Section 1: Personal Accident

What is covered:

If You suffer accidental bodily injury during the Insured Journey, which within two years is the sole and direct cause of death or disablement, We will pay to You or Your legal personal representatives the following benefits:

Cover	Benefits Per Insured Person	
	Standard cover	Extra cover
1. Death	€12,500	€25,000
2. Loss of one or more Limbs, or total and irrecoverable Loss of Sight in one or both eyes	€12,500	€25,000
3. Permanent Total Disablement from gainful employment of each and every kind	€12,500	€25,000

Meaning of Words applying to Personal Accident:

Loss of Sight

Complete and irrecoverable loss of sight in one or both eye(s).

Loss of Limb

Loss by physical severance, or the total and irrecoverable permanent loss of use or function of:

- a) An arm at or above the wrist joint or hand or
- b) A leg at or above the ankle joint or foot.

Permanent Total Disablement

Total Disablement must have lasted for a period of at least two years from the date of occurrence. This will, in the opinion of an independent qualified specialist, entirely prevent You from engaging in, or giving any attention to, any gainful employment of each and every kind for the rest of Your life.

Accidental Bodily Injury

A sudden, violent, external, unexpected specific event, which occurs at an identifiable time and place, which solely and independently of any other cause results, within two years, in Death, Loss of Limb, Loss of Sight or the Permanent Total Disablement of an Insured Person.



What is not covered:

- a. Injury not caused solely by outward, violent and visible means.
- b. Your disablement caused by mental or psychological trauma not involving Your bodily injury.
- c. Disease or any physical defect, infirmity or illness which existed prior to the commencement of the Insured Journey.
- d. Any payment in excess of €3,000 arising from Death or Permanent Total Disability of Insured Person/s under 18.

Conditions:

- a. Only one of the benefits is payable under this Section.
- b. Loss of Limb or Loss of Sight must be proved to Our reasonable satisfaction to be permanent and without expectation of recovery before Benefit 2 is payable.
- c. Permanent Total Disablement must be proved to Our reasonable satisfaction to be permanent and without recovery before Benefit 3 is payable.
- d. In the event of the disappearance of an Insured Person if, after a suitable period of time, it is reasonable to believe that death has occurred as a result of accidental Bodily Injury, the Death benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong, the Death benefit shall be refunded to Us.

Section 2: Medical and Emergency Travel Expenses

What is covered:

If, during the Insured Journey, the Insured Person falls ill or shall suffer accidental Bodily Injury or die, We will indemnify the Insured Person concerned in respect of Medical and Emergency Travel Expenses which are necessarily incurred as a direct result up to €125,000 if the Standard cover is chosen or up to €250,000 if the Extra cover is chosen:

- a. Reasonable medical expenses for the immediate needs of an unforeseen medical emergency. This includes Medical Practitioner's fees and any prescribed medication that is needed to recover, hospital expenses, in-patient and out-patient medical treatment and charges for medical transport to the nearest suitable hospital abroad, when deemed necessary by a recognised Medical Practitioner.
- b. The additional cost (less any saving by or recovery available to the person concerned) of travel accommodation and rescue (including repatriation) incurred in respect of the Insured Person or of any Travelling Companion who has necessarily to travel, or to remain with, or escort the Insured Person in the event of death, and the cost of returning an Insured Person's body or ashes to the home address including the Insured Person's personal baggage.

What is not covered:

- a. The first €35 of each and every claim.
- b. Any pre-planned or pre-known or expected medical treatment or diagnostic procedure.
- c. Treatment (including dental) which, in the opinion of Our Medical Practitioner, can reasonably be delayed until Your return to Malta.
- d. Cosmetic surgeries.
- e. Any additional cost of a single or private room.
- f. Treatment or services provided by a health spa, convalescence or nursing home or any rehabilitation centre.
- g. Emotional disorders, anxiety or panic attacks and hysteria unless they result in admission to a hospital.
- 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 metal).
- i. Travelling to any destination where:
 - a. The World Health Organisation has declared an epidemic or pandemic.
 - b. The Foreign Office or Health Authority of Malta has advised against travel.
- j. Costs incurred in replacing personnel sent abroad on business.
- k. Any medical expenses incurred in Malta or the country where the Insured Person is normally resident.



Section 3: Cancellation, Curtailment and Change of Itinerary

What is covered:

The cover applies if You have booked a journey to take place within the Period of Insurance, but You are forced to cancel Your travel plans or cut short Your journey and return back to Malta because of one of the following changes in circumstances which is beyond Your control, and of which You were unaware at the time You issued Your insurance cover. The most We will pay under the Standard cover is €1,500 and under the Extra cover is €3,000.

- a. Unforeseen serious illness, accidental bodily injury or death of the Insured Person, a Close Relative or Close Business Associate or any Travelling Companion.
- b. The cancellation of or a delay of more than 24 hours in the departure of Your outward journey as a direct result of strike, industrial action, adverse weather, natural catastrophes or mechanical breakdown of ship or aircraft concerned.
- c. 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.
- d. Your home becoming uninhabitable following fire or burglary as Your presence is required by the Police in connection with such events.

We will reimburse the Insured Person for all the deposits, advance payments and other charges for transport and accommodation which have been paid or will be payable and will be forfeited under contract. In the case of curtailment or change of itinerary charges will be paid proportionately.

What is not covered:

- a. The first €35 of each and every claim.
- b. Any claims arising from strike or industrial action which existed, or of which warning has been given on or before the date on which this insurance was accepted.
- c. Travelling to any destination where:
 - i. The World Health Organisation has declared an epidemic or pandemic.
 - ii. The Foreign Office or Health Authority of Malta has advised against travel.
- d. Any costs in respect of any unused pre-paid travel costs when We have paid to repatriate You.
- e. Any claim resulting from Your inability to travel due to an Insured Person's failure to hold, obtain or produce a valid passport or any required visa in time for the booked journey.
- f. Any claim resulting from accidental bodily injury to or illness or death of the Insured Person, any Close Relative, Close Business Associate or any person with whom the Insured Person has arranged to travel unless the policy was issued seven days before Departure Date.

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- g. Any claim for loss of deposits and advance payments where such costs form part of a timeshare or similar agreement.
- h. The Insured Person being aware of any reason why the proposed journey should be cancelled or curtailed.
- i. Emotional disorders, anxiety or panic attacks and hysteria unless they result in admission to a hospital.

Conditions:

If the Insured Person wishes to cancel the journey following a delay of 24 hours or more, then the following evidence must be produced from the carriers or their agents:

- i. That the Insured Person checked in as required.
- ii. That the delay lasted for the specified time.
- iii. The reason of delay.



Section 4: Personal Baggage

What is covered:

If, during Your Insured Journey, Your personal baggage is damaged, stolen, destroyed or lost (and not recovered) We will cover You up to an overall limit of €1,200 under the Standard cover or €2,000 under the Extra cover per Insured Person. A single article limit of €250 is applicable in respect of any one item for both the Standard and Extra cover.

In the event the Insured Person's baggage is temporarily lost in transit on the outward journey and not restored to You within 24 hours, We will pay for the emergency purchase of essential replacement items, upon submission of receipts, up to €120.

What is not covered:

- a. The first €15 of each and every claim.
- b. Loss or theft of personal belongings which You failed to report to the police.
- c. Loss or damage or theft of personal belongings when left Unattended unless they are kept in a safe or safety deposit box. Items inside a vehicle are to be kept in a locked glove box or a locked boot.
- d. Loss of or damage to:
 - i. Sports equipment whilst being used.
 - ii. Pedal cycles, motor vehicles, caravans, trailers, camping equipment, surf or sailing boards, or parts or accessories on or in any one of them.
 - iii. Contact lenses.
- e. Cracking, scratching or breakage of glass, china or other fragile articles. This also includes electronic equipment such as but not limited to mobile phones, video and digital cameras and laptops, if kept in a checked luggage unless they are damaged by fire, theft or accident to the ship, aircraft or vehicle in which they are being transported.
- f. Wear and tear, damage caused by moth or vermin, denting or scratching or any process of dying or cleaning.
- g. Delay, detention, seizure or confiscation by Customs or other lawful officials and authorities.
- h. Scratching, denting or bruising, loss of tone or breakage of strings in respect of musical instruments.
- i. Liability in respect of a pair or set of articles where We shall be liable only for the value of that part of the pair or set which is lost or damaged.
- j. The cost of re-issuing stolen or lost cards and any financial loss resulting from the illegal use of the stolen or lost cards.
- k. For any personal baggage which is lost, damaged, stolen or destroyed while being shipped as freight or under a bill of lading.

Conditions:

- a. You must always take reasonable care of Your belongings and do everything to recover lost or stolen possessions. You must be able to prove that You own the lost or stolen property and its worthiness. The absence of such may prejudice Your interest in the event of a claim.
- b. In the event of a claim, You must contact Us with full details in writing as soon as possible, but not later than 7 days following Your arrival in Malta in respect of personal baggage claim.

Section 5: Personal Money and Passport Indemnity

What is covered:

- a. The Insured Person will be indemnified during the Insured Journey or the 72 hours immediately preceding the commencement of the Insured Journey for theft or loss of personal money up to €350 per Insured Person in respect of both the Standard and Extra cover.
- b. The Insured Person will be indemnified during the Insured Journey in respect of unauthorized access or withdrawal of money from a credit/debit card following theft or loss, up to €460 if the Standard cover is chosen or up to €580 if the Extra cover is chosen.
- c. The Insured Person will be indemnified during the Insured Journey if the passport is lost or stolen outside Malta, We will pay the Insured Person the reasonable additional travel and accommodation expenses incurred abroad to obtain a replacement passport. This also covers the replacement cost of the passport itself up to €350 per Insured Person in respect of both the Standard and Extra cover.

What is not covered:

- a. In respect of Money or credit/debit cards:
 - i. The first €35 of each and every claim.
 - ii. Loss or theft of money which You failed to report to the police within 48 hours of discovery.
 - iii. Loss from any vehicle unless at the time of the loss the money was in a locked glove box or a locked boot which is self-contained and separate from the passenger compartment.
 - iv. Shortages or loss due to error, omission, depreciation in value, or confiscation or detention by Customs or other lawful officials and authorities.
 - v. Any consequential loss.
- b. In respect of Passport:
 - i. The first €35 of each and every claim.
 - ii. Loss of passport which You failed to report to the consular representative of the relevant issuing country within 24 hours of discovery.

Section 6: Personal Liability

What is covered:

Personal Liability of the Insured Person and the personal representative in respect of liability incurred by them in respect of:

- a. Death, bodily injury, disease or illness to any person.
- b. Accidental loss of or damage to material property happening during the Insured Journey.

Occurring during the Period of Insurance and subject there is no other insurance in force covering the same loss, up to €250,000 per Insured Person in respect of both the Standard and Extra cover. This also includes all law costs incurred in the defense of any claim with Our written consent.

What is not covered:

- a. Injury, loss or damage caused by or arising in connection with:
 - i. The profession, trade or business of the Insured Person.
 - ii. Loss of or damage to any property which at the time of the occurrence giving rise to the liability is owned by or held in trust by or is in the custody or control of the Insured Person.
 - iii. The ownership, possession or use by the Insured Person of any caravan (other than static caravan), mechanically propelled vehicle, locomotive aircraft or other aerial device, hovercraft or waterborne craft (other than hand-propelled or sailing craft in territorial waters).
- b. Injury to any employee of the Insured Person or any claim arising under Employer's Liability.
- c. Any liability which attaches by virtue of a contractual agreement, but which would not exist in law in the absence of such an agreement.

Conditions:

- a. We must be informed as soon as possible of any occurrence which may give rise to a claim.
- b. Every letter, writ, summons and process must be forwarded to Us as soon as it is received.
- c. We must be immediately informed if the Insured Person becomes aware of any prosecution, inquest or inquiry in connection with any occurrence which may give rise to a claim.
- d. No admission, offer, promise, payment or indemnity may be made by or on behalf of the Insured Person without Our written agreement.



Section 7: Travel Delay

What is covered:

If, during the outward or inward journey, the ship or aircraft in which You are travelling is delayed because of a strike, industrial action, adverse weather or mechanical breakdown, We will compensate the Insured Person for the inconvenience caused as follows:

- a. €25 per Insured Person if the departure is delayed for the first 12 hours.
- b. €25 per Insured Person for each subsequent full 12 hours delay, up to a maximum of €140.

What is not covered:

- a. Strike or industrial action which exists or is notified by declaration of intent before You buy this insurance.
- b. Withdrawal of services of ship or aircraft on the orders or recommendation of any regulatory authority.
- c. Claims where You have not obtained written confirmation from the Carrier stating the period and reason for delay.
- d. If the Insured Person fails to check in accordance to the itinerary supplied, unless such failure was itself due to strike or industrial action.
- e. If the Insured Person decides to cancel the Insured Journey and a claim is paid under Section 3: Cancellation, Curtailment and Change of Itinerary only.

Section 8: Winter Sports - Optional Extension

What is covered:

When the appropriate premium is paid, this policy will cover You whilst engaged in Winter Sports on a non-competitive and non-professional basis in respect of Sections 1, 2 and 3.

What is not covered:

- a. The first €115 of each and every claim.
- b. We shall not be liable unless the Insured Person wears adequate protective head gear at all times.

General Conditions

- a. The Insured Person must take all reasonable steps to avoid or minimize any loss or damage or expense and must also make every effort to recover any property which has been lost.
- b. You, or any person acting for You, must not negotiate any claim, admit or deny liability without Our written consent.
- c. All certificates, information, evidence or sworn statements which We may require, must be supplied at Your own expense.
- d. In the event of a claim We reserve the right to request further evidence or proof to substantiate Your claim.
- e. 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 in Section 1: Personal Accident.
- f. Elmo Insurance Ltd 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.
- g. If Your claim is found 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.
- h. 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. The indemnity provided shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malta or within the country in which the incident or event giving rise to liability occurred.
- i. Arbitration – all differences arising out of the policy shall be referred to the decision of an Arbitrator appointed under current statutory provisions within one month after a written request by You or Us. An award must be made by the Arbitrator before any court proceedings can be started against Us. If We refuse liability for a claim and this claim is not referred to Arbitration within the period as defined by Legislation, the claim shall be deemed to have been withdrawn and cannot subsequently be revived.
- j. Assignment – We shall not be bound to accept or be affected by any notice of any trust, change, lien, assignment or other dealing with or relating to the policy.
- k. Claim Discharge – The Insured Person or their representative's receipt shall discharge Our liability to pay any further amount in respect of a claim. If the Insured Person comprises more than one party having an interest in the Insured Person or the property insured, Our settlement shall represent the total amount payable in respect of that Insured Person or property for all interests covered by the policy.

General Exclusions

No section of this policy shall apply in respect of:

- a. Any person who has reached the age of 76 prior to the commencement of the Period of Insurance.
- b. Any claims arising directly or indirectly from a Pre-Existing Medical Condition known to You before You issued this travel insurance affecting Yourself, a Close Relative, a Close Business Associate or any person with whom You arranged to travel or stay with.
- c. Any injury, illness, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus, or to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused.
- d. Any consequence of war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection or military or usurped force.
- e. Claims of whatever nature directly or indirectly caused by:
 - i. Nuclear weapons material.
 - ii. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - iii. Pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- f. The Insured Person committing or attempting to commit suicide or willfully exposing himself to a needless peril except in an attempt to save human life.
- g. Any claim arising as a result of the Insured Person cruising the Caribbean during the months of July, August, September and October.
- h. Terrorism - This insurance excludes any loss damage cost or expense of whatsoever nature or any death, bodily injury or illness directly 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 death injury or illness.

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

This policy also excludes any death, bodily injury, or illness 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 We allege that by reason of this exception, any death, bodily injury or illness is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.



Excluded Activities

- a. Motor competition, 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, organized team sports.
- b. Flying or other aerial activities except while travelling in an aircraft as passenger.
- c. Football other than association football as an amateur. (Amateur shall mean a person who receives no financial gain from or payment for participation in that sport other than the reimbursement of reasonable travel and other out of pocket expenses).
- d. Horse jumping, horse racing, hunting/shooting, hunting-on-horseback.
- e. Manual labour undertaken in connection with the Insured Person's business or occupation.
- f. Power boating meaning the use of any combination of boat and engine capable of travelling faster than 30 knots and yachting beyond 5 kilometers of a coastline.
- g. Wrestling, boxing, judo, karate or any form of unarmed combat.

Customer Satisfaction

Elmo Insurance Limited is committed to provide You with the highest level of service. However if You are not satisfied with Our services please refer the matter to Our Complaints Officer at:

Address: Elmo Insurance Limited, Abate Rigord Street, Ta' Xbiex,
Tel: +356 2343 0000
E-Mail: complaints@elmogroup.com

Your complaints will be acknowledged by Our Complaints Officer and a response will be sent to You within a maximum time period of ten working days.

In the event that Your complaint remains unresolved, You may also write to the Customer Complaints Manager at the Malta Financial Services Authority. This will not prejudice any rights You may have at law including any right to institute legal proceedings.

You may also seek assistance from the Malta Insurance Association with whom We are affiliated.







Call for any assistance

 **2343 0000**

or e-mail us 

info@elmogroup.com

BRANCH OFFICES

Naxxar Road
B'Kara BKR 9044
2343 0322

48 Bormla Gate
Cospicua BML 2064
2343 0301

Paola Square
Paola PLA 1261
2343 0306

St. Bartholomew Str.
Qormi QRM 2187
2343 0311

23a Saqqajja Square
Rabat RBT 1192
2343 0331

612 Mosta Road
St. Paul's Bay SPB 3112
2343 0301

Cassar & Cooper
54 South Str.
Valletta VLT 1103
2343 0316

Mdina Road
Zebbug ZBG 9017
2343 0326/7