

Welcome

Thank **You** for choosing Elmo Insurance Limited as **Your** insurer. As a valued customer, **We** are committed to providing **You** with prompt and efficient customer support service.

This booklet sets out the cover available to **You**. It also explains how to make a claim, together with **Policy** terms and conditions.

Do not wait until **You** have a claim to make sure **You** understand **Your Policy** - please read it now and keep it in a safe place.

In particular please make sure that all the details shown in the **Schedule** which is attached to and forming part of the **Policy** are correct. Let **Us** know immediately if any change is required.

We trust that **You** will find **Our** service to be professional and efficient and that **You** will continue to make use of **Our** services.

A handwritten signature in black ink that reads "Cauchi". The signature is stylized with a large, looping initial "C" that extends upwards and then curves back down to underline the name.

Anthony Cauchi MBA (Exec.), ACII
Chartered Insurer
Chief Operating Officer



About Your Travel Insurance Policy

Elmo Travel Insurance Policies are underwritten by Elmo Insurance Ltd who is authorised to carry on general business of insurance and is regulated by the Malta Financial Services Authority, Company Registration Number C3500.

This **Policy** is evidence of the contract. The contract of insurance is between **You** and **Us**. Only **You**, the **Policyholder** and Elmo Insurance Ltd have legal rights under this agreement.

The terms of the **Policy** are contained in the following documents, all of which must be read together:

The **Proposal Form** for **You** and any **Insured Persons** which **You** have completed, together with declarations that **You**, the **Policyholder**, made on their behalf

- The **Policy Schedule**
- The **Policy Document**

Any alterations or amendments to this **Policy** shall only be valid if they have been made in writing.



Meaning of Words

The words or expressions listed below have the following meaning wherever they appear in the Policy, the **Schedule** or any **Endorsement/s**.

Close Business Associate

Someone **You** work with in Malta who if **You** were both away from work at the same time would prevent the business from running properly. This has to be approved and agreed by a director of **Your** business.

Close Relative

Husband or wife, partner who lives at the same address as **You**, parents, grandparents, children, grandchildren, 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

An alteration to the terms of the **Policy**.

Excess

The first part of any claim for which **You** are responsible.

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 exceed 6 months in duration unless **We** agree otherwise.

Insured Person

Every person named in the **Schedule**.

Proposal Form

The required document for an insurance contract between the insured and the insurance company.

Medical Practitioner

A legally qualified **Medical Practitioner** who is not related to **You** or to anyone with whom **You** are travelling.

Money

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

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 to the **Departure Date**.

Policy

The insurance contract between **You** and Elmo Insurance Ltd. Full terms and conditions are subject to the following documents:

- The **Proposal Form**
- The **Policy Schedule**
- The **Policy** Document
- Any **Endorsement** attached to the **Policy**

Policyholder /You/Your

The person named as insured in the **Schedule**.

Pre-Existing Medical Condition

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



Meaning of words

Premium

The amount paid or to be paid for the **Policy** by the **Policyholder /You/Your**.

Return Date

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

Schedule

The current **Schedule** issued by **Us** as part of **Your Policy** showing details of the **Insured Persons**, the **Period of Insurance** and which sections of the **Policy** apply.

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 unauthorised interference or theft of **Your** property or vehicle.

Winter Sports

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

Worldwide

Includes all the rest of the countries not mentioned in **Europe**.

We/Us/Our

Elmo Insurance Ltd



Important notes

Material facts

A fact which is likely to influence our assessment for the issue or otherwise of this insurance.

You must declare to **Us** all material facts that are likely to affect this insurance.

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**.

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.

Delayed or missed departure and hijack

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 **You** or **Your** legal personal representatives the following benefits:

Benefits	Limits per Insured Person	
	Standard Cover	Extra Cover
1. Death	€15,000	€30,000
2. Loss of one or more limbs, or total and irrecoverable loss of sight in one or both eyes	€15,000	€30,000
3. Permanent total disablement from gainful employment of each and every kind	€15,000	€30,000

Definitions:

Loss of Sight

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

Loss of Limb/s

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

- An arm at or above the wrist joint or hand or
- 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 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

- The first €35 **Excess** of each and every claim
- Injury not caused solely by outward, violent and visible means
- **Your** disablement caused by mental, psychiatric or psychological trauma not involving **Your** bodily injury
- Disease or any physical defect, infirmity or illness which existed prior to the commencement of the **Insured Journey**
- Any payment in **Excess** of €3,000 arising from Death or Permanent Total Disability of **Insured Person/s** under 18

Conditions

- Only one of the benefits is payable under this Section.
- Loss of Limb or Loss of Sight must be proved to **Our** reasonable satisfaction, permanent and without expectation of recovery before Benefit 2 is payable.
- Permanent Total Disablement must be proved to **Our** reasonable satisfaction, permanent and without recovery before Benefit 3 is payable.
- 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 suffers 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:

- €250,000 if the Standard Cover is chosen
- Up to €600,000 if the Extra Cover is chosen

Medical expenses

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, as deemed necessary by a recognised **Medical Practitioner**.

Additional costs

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 necessity 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

- The first €35 **Excess** of each and every claim
- Any pre-planned or pre-known or expected medical treatment or diagnostic procedure
- Treatment (including dental) which, in the opinion of **Our Medical Practitioner**, can reasonably be delayed until **Your** return to Malta
- Cosmetic surgery
- Any additional cost of a single or private room
- Treatment or services provided by a health spa, convalescence or nursing home or any rehabilitation centre
- Emotional disorders, anxiety or panic attacks and hysteria unless they result in admission to a hospital
- 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)
- 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
- Costs incurred in replacing personnel sent abroad on business
- 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 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 is:

- €2,500 under the Standard Cover
- €5,000 under the Extra Cover

Unforeseen serious illness, accidental bodily injury or death of the **Insured Person**, a **Close Relative** or **Close Business Associate** or any **Travelling Companion**

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

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**

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

- The first €35 **Excess** of each and every claim
- 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
- 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
- Any costs in respect of any unused pre-paid travel costs when **We** have paid to repatriate **You**
- 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
- 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**
- Any claim for loss of deposits and advance payments where such costs form part of a timeshare or similar agreement
- The **Insured Person** being aware of any reason why the proposed journey should be cancelled or curtailed
- 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:

- That the **Insured Person** checked in as required
- That the delay lasted for the specified time
- The reason for delay



Section 4: Personal Baggage

What is covered

If, during **Your Insured Journey**, **You** personal baggage is damaged, stolen, destroyed or lost (and not recovered) **We** will cover **You** up to an overall limit of:

- €2,000 with a single article limit of €350 in respect of any one item under the Standard cover
- €3,000 with a single article limit of €700 in respect of any one item under the Extra cover per **Insured Person**

In the event that 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 €250.

What is not covered

- The first €15 **Excess** of each and every claim in respect of luggage and the first €35 **Excess** in respect of items in the luggage
- Loss or theft of personal belongings which **You** failed to report to the police
- 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
- Loss of or damage to:
 - a. Sports equipment whilst being used (except when the **Winter Sports** Extension is purchased)
 - b. Pedal cycles, motor vehicles, caravans, trailers, camping equipment, surf or sailing boards, or parts or accessories on or in any one of them
 - c. Contact lenses



- 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
- Wear and tear, damage caused by moth or vermin, denting or scratching or any process of dying or cleaning
- Delay, detention, seizure or confiscation by Customs or other lawful officials and authorities
- Scratching, denting or bruising, loss of tone or breakage of strings in respect of musical instruments
- 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
- The cost of re-issuing stolen or lost cards and any financial loss resulting from the illegal use of the stolen or lost cards
- For any personal baggage which is lost, damaged, stolen or destroyed while being shipped as freight or under a bill of lading

Conditions

- **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
- 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
- In the event of a claim, relating to theft or loss of property **You** must provide **Us** with a police report and all receipts/valuations of items lost



Section 5: Personal Money and Passport Indemnity

What is covered

The **Insured Person** will be indemnified for theft or loss of personal **Money** during the **Insured Journey** or the 72 hours immediately preceding the commencement of the **Insured Journey** up to:

- €600 per **Insured Person** in respect of the Standard Cover.
- €1,250 per **Insured Person** in respect of Extra cover.

The **Insured Person** will be indemnified during the **Insured Journey** in respect of unauthorised access or withdrawal of **Money** from a credit/debit card following theft or loss, up to:

- €600 if the Standard cover is chosen
- Up to €1,250 if the Extra cover is chosen.

The **Insured Person** will be indemnified if the passport is lost or stolen outside Malta during the **Insured Journey**. 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 €600 per **Insured Person** in respect of both the Standard and Extra cover.

What is not covered

In respect of **Money** or credit/debit cards:

- a. The first €35 **Excess** of each and every claim.
- b. Loss or theft of **Money** which **You** failed to report to the police within 48 hours of discovery. 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.
- c. Shortages or loss due to error, omission, depreciation in value, or confiscation or detention by Customs or other lawful officials and authorities.
- d. Any consequential loss.



- In respect of Passport:
 - a. The first €35 **Excess** of each and every claim
 - b. 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:

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

Occurring during the **Period of Insurance** and provided that there is no other insurance in force covering the same loss, up to:

- €1, 250,000 per **Insured Person** in respect of both the Standard and Extra cover. This also includes all legal fees incurred in the defence of any claim with **Our** written consent.

What is not covered

- The first €35 **Excess** of each and every claim.
- Injury, loss or damage caused by or arising in connection with:
 - a. The profession, trade or business of the **Insured Person**.
 - b. 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**.
 - c. 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).
- Injury to any employee of the **Insured Person** or any claim arising under Employer's Liability
- Any liability which attaches by virtue of a contractual agreement, but which would not arise in the absence of such an agreement
- Fines, penalties and punitive exemplary aggravated or liquidated damages



Conditions:

- **We** must be informed as soon as possible of any occurrence which may give rise to a claim
- Every letter, writ of summons and process must be forwarded to **Us** as soon as it is received
- **We** must be immediately informed if the **Insured Person** becomes aware of any prosecution, inquiry in connection with any occurrence which may give rise to a claim
- 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:

Standard Cover

- €50 per **Insured Person** if the departure is delayed for the first 12 hours
- €50 per **Insured Person** for each subsequent full 12 hours delay, up to a maximum of €150

Extra Cover

- €50 per **Insured Person** if the departure is delayed for the first 12 hours
- €50 per **Insured Person** for each subsequent full 12 hours delay, up to a maximum of €250

What is not covered

The first €35 **Excess** of each and every claim

Strike or industrial action which exists or is notified by declaration of intent before **You** buy this insurance

Withdrawal of services of ship or aircraft on the orders or recommendation of any regulatory authority

Claims where **You** have not obtained written confirmation from the Carrier stating the period and reason for delay

If the **Insured Person** fails to check in accordance to the itinerary supplied, unless such failure was itself due to strike or industrial action

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: Missed Departure

What is covered

We will pay for accommodation and travel expenses if **You** fail to arrive at the final international departure point to board the means of transport on which **You** are booked to travel back to the final destination as a result of the following:

- Failure of scheduled public transport
- Delayed connecting flights in **Excess** of 2 hours
- An accident or breakdown of the means of transport **You** are travelling in to arrive at the final departure point to board
- Strike and adverse weather

We will reimburse the **Insured Person** for all charges for transport and accommodation which will be payable up to:

- €300 for the Standard Cover
- €700 for the Extra Cover

What is not covered

- The first €35 **Excess** of each and every claim
- 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.



Section 9: Excess for Vehicle Rental

What is covered

If **You** rent a vehicle from an overseas rental company and it is involved in an accident or is stolen during the **Insured Journey**, **We** will pay for the standard **Policy Excess You** have paid under the rental agreement or the cost of repairing the vehicle, whichever is the lesser. The most **We** will pay is:

- €300 under the Standard Cover
- €450 Under the Extra Cover

What is not covered:

- The first €35 **Excess** of each and every claim
- If the vehicle was being operated in violation of the terms of the rental agreement at the time of the accident or theft.



Section 10: 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, 3 and 4.

What is not covered

- The first €150 **Excess** of each and every claim
- **We** shall not be liable unless the **Insured Person** wears adequate protective head gear at all times.



General Conditions

Age limit

Any person who has reached the age of 76 prior to the commencement of the **Period of Insurance** may not take up any Elmo Insurance Travel cover.

Take reasonable steps to avoid or minimise any loss or damage

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.

Negotiation of claim

You, or any person acting for **You**, must not negotiate any claim, admit or deny liability without **Our** written consent.

Further details requested

All certificates, information, evidence or sworn statements which **We** may require, must be supplied at **Your** own expense.

In the event of a claim **We** reserve the right to request further evidence or proof to substantiate **Your** claim.

We may need the **Policyholder** to provide **Us** with information which **We** may require in order to administer the **Policy** or to process claims. In such case, the **Policyholder** is expected to cooperate fully with **Us** by providing us with the information requested, including where such information relates to other **Insured Persons**.

Contribution

If any liability, loss or damage is covered by another insurance which is similarly but not equally liable, **We** will only pay **Our** rateable proportion of the claim. This condition does not apply to Section 1: Personal Accident.



Right of recovery

Elmo Insurance Ltd can defend and settle any legal action in **Your** name. **We** can recover any payment **We** make under the **Policy** from anyone else at **Our** own expense and for **Our** own benefit and **We** can do it in **Your** name. **You** agree that all rights of recovery that **You** may have are subrogated to **Us**.

Information Requests

We may need the Policyholder to provide Us with information which We may require in order to administer the Policy or to process claims. In such case, the Policyholder is expected to cooperate fully with Us by providing us with the information requested, including where such information relates to other Insured Persons.

Dishonest claims

We will not pay any claim under this **Policy** if a claim is dishonest or exaggerated in any way. **We** reserve the right to cancel cover immediately and **We** can tell the police of any such dishonest claim.

Contract clause

The contract of insurance shall for all intents and purposes be deemed to be a Maltese contract and shall be governed by and according to Maltese Law.

Arbitration

All differences arising out of the **Policy** shall be referred to the decision of an Arbitrator appointed under local 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 in Malta within the period as defined by Legislation, the claim shall be deemed to have been withdrawn and cannot subsequently be revived.

Assignment

You may not assign or transfer this policy to any other person or legal arrangement.



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**.

Maltese Jurisdiction Clause

The Insurer's indemnity cover provided by this Policy will only apply in respect of judgements, orders or awards that are delivered by or obtained from a court or tribunal in Malta or in the territory where the incident occurred subject to the Travel Destination noted in the Schedule. Moreover, 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 except in respect of a judgement, order or award obtained in the territory where the incident occurred subject to the Travel Destination noted in the Schedule or to costs and expenses of litigation recovered by any claimant from you or any other insured person 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 subject to the Travel Destination noted in the Schedule.

Sanction Limitation and Exclusion Clause

The Company shall not be deemed to provide cover and shall not be liable to pay 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.

General Exclusions

We shall not pay benefits towards the following, as they are excluded from the Policy.

Pre-existing conditions

We will not pay any claims arising directly or indirectly from a **Pre-Existing Medical Condition** known to **You** before **You** issued this travel insurance affecting **You**, a **Close Relative**, a **Close Business Associate** or any person with whom **You** arranged to travel or stay with.

Communicable Disease

1. Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes 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.
2. As used herein, a 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.



General Exclusions

Radioactive contamination

We will not pay for loss or damage to any property, any resulting loss or expense or any legal liability that is caused by or contributed to, or that arises from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or nuclear fuel
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly.

War risks

We will not pay any loss or damage happening through or as a consequence of terrorism, war, invasion, act of foreign enemy hostilities, rebellion, revolution, civil war, insurrection or military or usurped power.

Self-inflicted injury and suicide

The **Insured Person** committing self-inflicted injury or attempting to commit suicide or wilfully exposing himself to a needless peril except in an attempt to save human life.

Cruising

Any claim arising as a result of the **Insured Person** cruising the Caribbean during the months of July, August, September and October.

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

- 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
- Flying or other aerial activities except while travelling in an aircraft as passenger
- 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)
- Horse jumping, horse racing, hunting/shooting, hunting-on-horseback
- Manual labour undertaken in connection with the **Insured Person's** business or occupation
- Power boating meaning the use of any combination of boat and engine capable of travelling faster than 30 knots and yachting beyond 5 kilometres of a coastline
- Wrestling, boxing, judo, karate or any form of unarmed combat.



Making a claim

Please follow the guidelines hereunder to help **Us** process **Your** claim promptly and efficiently.

Contact **Our** dedicated claims department on 2343 0000 and **We** shall be able to advise **You** accordingly.

Necessary documents to submit a claim

- Claim form fully completed and signed by the **Policyholder**
- Original receipts/ invoices
- Police reports from country of origin in case of a theft or loss of property
- Medical reports

Photocopies of invoices are not accepted and **We** do not return any original documents such as invoices or medical reports.

You must inform **Us** in writing within seven days from date of loss, damage or liability or when it is known to **You**. **You** must also send **Us** immediately any writ, summons, legal document or prosecution made against **You**.



International medical claims assistance

What to do in case of overseas emergency treatment

In case of a sudden on-set of a medical condition or any injury which requires **You** to be admitted to a hospital as an in-patient while **You** are away from Malta, **You** may contact **Our** service providers - Global Response Ltd on Telephone +44 (0) 2920 468790 or email: assistance@global-response.co.uk.

Global Response Ltd operate **Worldwide**, are multilingual and offer 24/7 emergency medical services. They are available to give **You** advice and direction in getting the Treatment **You** require. They will contact the hospitals and consult with medical advisers where necessary.

You will not be eligible for benefit if:

- **You** make **Your** own arrangements for **Your** treatment, without contacting Global Response within 48 hours
- **Your** medical condition does not require immediate In-Patient Treatment
- **Your** injury or medical condition results from an excluded peril

All other policy terms and conditions in this policy document apply.



DATA PROTECTION

WHO WE ARE Elmo Insurance Limited (C-3500) of Elmo, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta (**We/Us/Our**) is the data controller in relation to personal information which **We** hold about You ("Personal Data"). Queries relating to data protection matters may be referred to **Our** Data Protection Officer at: The Data Protection Officer, Elmo Insurance Limited, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta or at: dpo@elmoinsurance.com.

OUR COMMITMENT **We** highly value the trust that **You** place in **Us** and **We** are committed to protect the security of **Your** Personal Data and to ensure that **Your** rights according to data protection Law are safeguarded.

INFORMATION WE HOLD ABOUT YOU As data controllers, **We** may collect, store and use the following categories of Personal Data:

- Basic Personal Data, such as: **Your** name and surname; identification document details; date of birth; mail address; contact details; banking details; occupation and signature;
- Information about **Your** insurance requirements, such as: details about the subject matter to be insured and details about persons to be covered by **Our** insurance products;
- Additional information, such as: accident, loss or claims history; creditworthiness; no claims bonus; insurance history (including: previous special underwriting conditions imposed and decline of cover); annual income and matters relating to the prevention, detection and/or suppression of fraud, money laundering and terrorism and **Your** marketing preferences;

We may also collect, store and use the following "special categories" of more sensitive Personal Data, such as: current and past health information; pre-existing health conditions or injuries; medication; medical treatment; surgical procedures; hereditary disease, illness or condition; and smoking or drug abuse history.

HOW WE WILL PROCESS INFORMATION ABOUT YOU **We** will only process **Your** Personal Data when the Law allows **Us** to. Most commonly, **We** will use **Your** Personal Data in the following circumstances:

- Where **We** need to perform the contract which **We** have entered with **You**;
- Where **We** need to comply with a legal obligation; and
- Where it is necessary for **Our** legitimate interests, or those of third parties, provided that such legitimate interests are not overridden by **Your** interests or fundamental rights and freedoms which require the protection of Personal Data.

We may also process **Your** Personal Data in the following situations, which are likely to be rare:

- Where **We** need to protect **Your** vital interests or the vital interests of another person;
- Where it is required in the public interest or for official purposes.

IF YOU FAIL TO PROVIDE PERSONAL DATA If **You** fail to provide certain Personal Data when requested, **We** may not be able to perform the contract **We** have entered with **You** or **We** may be prevented from complying with **Our** legal obligations.

HOW WE USE PARTICULARLY SENSITIVE PERSONAL DATA Special categories of Personal Data require higher levels of protection. **We** need to have further justification for collecting, storing and using this type of Personal Data. **We** may process special categories of Personal Data in the following circumstances:

- In limited circumstances, with **Your** explicit written consent;
- Where **We** need to carry out **Our** legal obligations;
- Where it is needed in the public interest;
- Where it is needed to assess **Your** working capacity on health grounds, subject to appropriate confidentiality safeguards;
- Where it is needed in relation to the exercise or defence of legal claims.

Less commonly, **We** may need to process sensitive Personal Data where it is needed to protect **Your** vital interests or the vital interests of other persons and **You** are not capable of providing consent or where **You** have already made the information public.

We will not use Personal Data for any other purpose which is incompatible with the purposes described in this Notice, unless such use is required or authorised by Law, authorised by **You** or is in **Your** own vital interest (such as in the case of medical emergency).

HOW WE MAY SHARE YOUR PERSONAL DATA **We** may share **Your** Personal Data within **Our** different departments, **Our** affiliated companies and **Our** service providers, including assistance and road assistance service providers. This is generally required for the performance of **Our** contract with **You**; in order to identify products which may be of interest to **You**; for pricing and underwriting purposes; for marketing purposes; and for claims management purposes. Moreover, **We** may share **Your** Personal Data to prevent, detect and/or suppress fraud and in order to be able to comply with **Our** legal obligations.

We may also share **Your** Personal Data with third parties, including: insurance undertakings; insurance intermediaries; reinsurers; medical professionals; legal professionals; hospitals and clinics; surveyors; architects, loss adjustors and other appointed experts in the course of underwriting or claims management processes; Transport Malta; the Malta Insurance Association; credit referencing agencies; the Commissioner of Police, the Financial Intelligence Analysis Unit (FAIU), tax authorities and any other body, institution or authority which is authorised to receive **Your** Personal Data from us according to Law. This is generally required for the performance of **Our** contract with **You**, to prevent, detect or suppress fraud; money laundering and terrorism, to exercise or defend legal claims, and to comply with **Our** legal obligations. Additionally, in limited circumstances, **Your** Personal Data may be made accessible to third party service providers for IT system testing and maintenance purposes, and for insurance audit and actuarial purposes.

We are a member of the Malta Association of Credit Management ("MACM"). If **You** fail to settle any amounts which are due to **Us**, **We** have a right to pass on information about **You** and about the amounts owed by **You** to **Us** to MACM as well as to any legally entitled third party. Where such a disclosure is carried out, MACM, as a Credit Referencing Agency, shall be deemed to be a Data Controller of the personal data it processes within its systems, in pursuance of its legitimate interests, such as promoting responsible lending, amongst others. For more info please visit <https://www.macm.org.mt/dataprotection>. Data Protection queries concerning MACM may be referred to its Data Protection Officer at dataprotectionofficer@macm.org.mt

In all cases, the sharing of **Your** Personal Data is made subject to appropriate confidentiality safeguards.

TRANSFER OF PERSONAL DATA OUTSIDE MALTA **We** may share **Your** Personal Data with third parties established both within and outside the European Economic Area, subject to observance with all confidentiality safeguards applicable according to Law.

HOW WE MAY OBTAIN PERSONAL DATA ABOUT YOU Apart from the Personal Data which **You** provide **Us** with, **We** may obtain Personal Data about **You** from third parties to prevent, detect or suppress insurance fraud, money laundering and terrorism; to exercise or defend legal claims; and to safeguard **Our** legitimate expectations in so far as this is permitted by Law. In particular, **We** may receive Personal Data about **You** from third parties who we may share Personal Data with according to this Notice; the ETARS traffic accident database; the Court Registry Database (LECAM); the Public Registry; the Registry of Companies and other entities which have authority to disclose Personal Data to **Us**. **We** may also record telephone conversations for quality and assurance purposes. **Our** head office and branches are equipped with CCTV cameras for security purposes.

SECURITY **We** will take appropriate measures to protect Personal Data and sensitive Personal Data, which are consistent with the applicable privacy and data security Law and regulations, including requiring third party service providers to use appropriate measures to protect the confidentiality and security of Personal Data and sensitive Personal Data.

DATA INTEGRITY AND RETENTION **We** will take reasonable steps to ensure that Personal Data and sensitive Personal Data processed by **Us**, is reliable for its intended use and is accurate and complete for carrying out the purposes described in this Notice. **We** will retain Personal Data and sensitive Personal Data for the period necessary to fulfil the purposes outlined in this Notice, unless a longer retention period is required or permitted by Law.

YOUR RIGHTS **You** have the right to object at any time to the processing of **Your** Personal Data. **You** can exercise this right by contacting **Our** Data Protection Officer.

You also have the right to access **Your** Personal Data and sensitive Personal Data, the right to correct inaccurate Personal Data and sensitive Personal Data, the right to erase **Your** Personal Data and sensitive Personal Data in certain circumstances and the right to receive the Personal Data and sensitive Personal Data which **You** have provided to **Us** in a structured, commonly used and machine-readable format for onward transmission by **You** to another entity, without hindrance from **Us**. If **You** wish to exercise any of these rights, please contact **Our** Data Protection Officer. Please note however that, certain Personal Data and sensitive Personal Data may be exempt from such access, correction and/or erasure pursuant to the applicable data protection Law or other legislation and regulations.

As part of the provision of **Your** insurance contract, **We** may use automated decision making, including profiling, subject to appropriate safeguards to protect **Your** rights and freedoms and legitimate interests. **You** have the right to request human intervention to express **Your** point of view and to contest automated decisions.

You can also file a complaint on data protection matters with the Office of the Information and Data Protection Commissioner by following this link: <https://www.reportbreachidpc.com/Complaint/>



Protection and Compensation Fund

The Protection and Compensation Fund is a special fund which was established in terms of the Protection and Compensation Fund Regulations, 2003.

The aims of the fund are:

- i. to pay for any claims against an insurer which have remained unpaid because the insurer became insolvent. These claims must be in respect of protected risks situated in Malta or protected commitments where Malta is the country of commitment; and
- ii. to compensate victims of road traffic accidents in certain specified circumstances. Limited compensation may be available under the fund if the insurer becomes insolvent and unable to meet its obligations under the insurance contract.

Further information about the fund may be accessed through the following link: <https://www.mfsa.mt/consumers/consumer-awareness-and-education/insurance/protection-policyholders/>



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:

Elmo Insurance Limited
Abate Rigord Street
Ta' Xbiex
XBX 1111
Malta

Telephone: 00356 2343 0000
E-Mail: complaints@elmoinsurance.com

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

In the event that **Your** complaint remains unresolved, **You** may write to:

The Office of the Arbiter for Financial Services
First Floor
St Calcedonius Street
Floriana
FRN 5130
Malta

Freephone: 80072366
Telephone: 21249245

You can also download a complaint form from: **www.financialarbiter.org.mt**.

This is without prejudice to any other judicial action which **You** may wish to resort to.

You may also seek assistance from the Malta Insurance Association with whom this company is affiliated.



Our Standards

We aim to provide You with access to Policies that are affordable and provide You with peace of mind. We always act with the highest ethical standards of conduct and professional integrity whilst striving to meet Our members' expectations.

We try to achieve the following service standards:

- Respond to **Your** application for a **Policy**, or to amend cover, within five working days
- Process efficiently properly presented, eligible invoices for benefit
- Respond to **Your** correspondence and any other **Policy** queries within five working days.



