

## TRAVEL INSURANCE POLICY

This **Policy** and **Schedule** together are evidence of the contract between **you** and Middlesea Insurance p.l.c. based on the information given to **us** and the declaration **you** have made on the proposal form. In return for receiving and accepting the premium, **we** will provide insurance in accordance with the terms and conditions of this **Policy** for the Benefits up to the Limits for the Plan and the Area **you** have selected as specified in the **Schedule**.

**You** should read these documents and check them carefully to ensure they provide **you** with the cover **you** require. Please take them with **you** when **you** travel. It is important that **you** should advise **us** immediately whenever any changes occur that affect what **you** have told **us**.

Unless both **you** and **we** agree otherwise, this contract shall be subject to **Maltese** Law and to the exclusive jurisdiction of the **Maltese** Courts.

The version of this contract of insurance in the **Maltese** language has been supplied for **your** convenience. This contract of insurance shall in no case be interpreted by reference to that version and should there be a conflict of meaning between the English text and the **Maltese** version or any doubt whatsoever the English text shall prevail and be applied to the exclusion of the **Maltese** version. Any **endorsements** to the **Policy** will be issued in the English language only.

This **Policy** applies only to persons resident in the **Maltese** Islands who are undertaking conventional non-working holidays or business **trips** where no manual work is undertaken.

**You** should advise **us** if **you** intend to include a planned sporting holiday during **your** trip.

## POLZA TA' ASSIGURAZZJONI TAL-IVVJAĠĠAR

Din il-**Polza** u l-**Iskeda** mehudin flimkien huma xhieda tal-kuntratt **bejnek** u l-Middlesea Insurance p.l.c. ibbażat fuq l-informazzjoni li nghatat **lilna** u d-dikjarazzjoni li **int** ghamilt fuq il-formola tal-proposta. Wara li nirċievu u naċċettaw il-primjum, **aħna** nagħtuk assigurazzjoni skond it-termini u kondizzjonijiet ta' din il-**Polza** għall-Beneficċji sal-Limiti għall-Pjan u z-Zona li **int** għażilt kif muri fl-**Iskeda**. **Int** għandek taqra dawn id-dokumenti u tiċċekkjahom b'attenzjoni biex tiżgura li **jagħtuk** il-kopertura li **int** teħtieġ. Jekk joghġbok hudhom **miegħek** meta **int** issiefer. Hu importanti li **int** tavża **lilna** immedjatament kull meta jsiru xi bidliet li jolqtu dak li **int** għedt **lilna**.

Sakemm sew **int** u sew **aħna** ma niftehmu mod ieħor, dan il-kuntratt għandu jkun suġġett għall-Liġijiet ta' **Malta** u għall-ġurisdizzjoni esklussiva tal-Qrati **Maltin**.

Il-verżjoni bil-Malti ta' dan il-kuntratt inġhatlek għall-konvenjenza **tiegħek**. Dan il-kuntratt b'ebda mod m'għandu jkun interpretat b'referenza għal din il-verżjoni u jekk ikun hemm konflitt ta' tifsir bejn it-test Ingliż u l-verżjoni bil-**Malti** jew ikun hemm xi dubju, ikun xi jkun, għandu jirbaħ it-test Ingliż u għandu jkun applikat bl-esklużjoni tal-verżjoni bil-**Malti**. Kull **endorsement** għal ma' din il-**Polza** jinhareġ bl-Ingliż biss.

Din il-**Polza** tapplika biss għal persuni residenti fil-Gżejjer **Maltin** li jkunu qed jieħdu vaganza konvenzjonali mhux għal xogħol jew vjaġġi għal negozju li fihom ma jsirx xogħol manwali.

**Int** għandek tavżana jekk **int** bihsiebek tinkludi vaganza sportiva ppjanata tul il-**vjaġġ tiegħek**.



J.F.X. ZAHRA  
CHAIRMAN



R.E.D. CHALMERS  
DEPUTY CHAIRMAN

## DEFINITIONS

Wherever **you** see the following words or phrases, they will have the meanings shown next to them and are shown in bold print. Any word or expression to which a specific meaning has been given has the same meaning wherever it appears unless the context requires otherwise:

**"Accident or accidental"** mean a sudden unexpected event which happens after the start date of the **policy** and results in **your bodily injury** or other loss or damage covered by this **policy**.

**"Abandon or abandonment"** mean returning to **your home** before the scheduled return date.

**"Bodily injury"** mean **your** death or injury to **your** body (including **your** disappearance arising therefrom) other than by **your** deliberate act caused solely by violent **accidental** external and visible means. This does not include any disease, sickness or naturally occurring condition or gradually operating or degenerative process.

**"Cash"** means coins and notes including foreign currency which are current legal tender.

**"Close business associate"** means someone **you** work with in **Malta** and who if **you** were both away from work at the same time would prevent the business from running properly.

**"Close relative"** means **your** mother, father, sister, brother, wife, husband, partner who lives at the same address as **you** and shares **your** financial responsibilities (not including business partners or associates), fiancé(e), daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sister, step-brother, aunt, uncle, cousin, nephew, niece, legal guardian or foster parent or child.

**"Credit and Debit Cards"** means credit, debit, cheque, bankers or cash dispenser cards.

**"Doctor"** means a registered practising member of the medical profession not related to **you** or to anyone with whom **you** are travelling.

**"Endorsement(s)"** means any alteration made to the **Policy** which has been agreed by **us** in writing.

**"Excess"** means the first part of any claim which **you** have to pay **yourself**.

**"Excluded activities"** means (i) engaging in professional sports of any kind, rock-climbing or mountaineering which requires the use of ropes or guides, potholing, parachuting, hand-gliding, organised team football, or sub aqua diving; (ii) motor-cycling, whether as driver or passenger, on machines exceeding 125cc or engaging in or practising for speed or time trial, sprints or racing of any kind (other than on foot); (iii) engaging in winter sports or the use of dry ski-slopes (unless the appropriate additional premium has been paid in which case the excluded activities are ski-racing, ski-jumping, ski-boarding, snow-boarding, ice hockey, and the use of bob sleighs or skeletons).

**"Home"** means **your** permanent private residential address in **Malta**.

**"Loss of limb"** means total and permanent loss of use of **your** entire hand, arm, foot or leg or amputation at or above the wrist or ankle.

**"Malta or Maltese"** mean the, or of the, Republic of **Malta** including any recognised sea passage within the Republic.

**"Period of insurance"** mean the period which starts from **your** leaving **your** normal place of residence or business and shall terminate on **your** return thereto but shall not exceed the number of days stated in the **Schedule**. In the case of Cancellation cover as specified in Section 1, the **period of insurance** starts from the date of issue of the **Policy**.

**"Permanent total disablement"** means a total and permanent disability which medical evidence confirms will prevent **you** from doing any kind of paid work for the rest of **your** life.

**"Pre-paid holiday accommodation"** means commercially operated premises where a fee is charged which has been booked and paid prior to the commencement of **your** trip. This does not include residential homes belonging to **your** family or friends.

**"Personal Money"** means **cash**, travellers' cheques, postal and money orders, non-refundable pre-paid tickets, travel tickets, hotel vouchers.

**"Personal belongings"** means luggage, clothing, **valuables**, sports equipment, musical instruments and other items which **you** normally wear or carry with **you**. All such items must either belong to **you** or be **your** legal responsibility.

**"Plan"** means Budget, Economy or Club as stated in the **Schedule**.

**"Policy"** means this booklet, the **Schedule** and any **endorsements** all of which are to be read together.

**"Pre-booked holiday accommodation"** means commercially operated premises where a fee is charged and which has been booked prior to the commencement of **your trip**. This does not include residential homes belonging to **your** family or friends.

**"Schedule"** means the document containing **your** name and address, the period of insurance, the sections of this **policy** which apply, the premium **you** have to pay, the amounts for which **you** are covered and details of any extensions or **endorsements**.

**"Total Loss of Sight"** means complete and permanent loss of sight.

**"Travelling Companion"** means a person with whom **you** travel and without whom **you** cannot make or continue **your trip**.

**"Trip"** means any return journey that starts and finishes from **your home** or place of business in **Malta** and, unless agreed otherwise, which lasts, or is scheduled to last, for no more than 90 days.

**"Unattended"** means where **you** are not in full view of or **you** are not in a position to prevent the unauthorised taking of **your** property.

**"Unfurnished"** means **your home** is not sufficiently furnished for normal living purposes.

**"Unoccupied"** means not lived in by **you** or any other person with **your** permission.

**"Valuables"** means antiques (not including furniture), items of gold, platinum, silver or other precious metals, jewellery, watches, furs, binoculars, telescopes, photographic, audio and video equipment.

**"We"** or **"us"** or **"our"** mean Middlesea Insurance p.l.c..

**"You"** or **"Your"** or **"Yourself"** or **"Insured Person"** mean the person or people named in **your Policy Schedule**.

## HEALTH WARRANTY

*Important Note: If you cannot guarantee any of the statements listed under the following Health Warranty, you must advise us immediately. If you fail to notify us, you will not be covered for any resultant claim relating to the medical condition/s referred to in the statements under the Health Warranty.*

1. It is important, as it may affect **your** cover, that **you** should tell **us** at the time of purchasing or renewing **your policy** or when booking a **trip** (whichever is later), if **you** or any **insured person**:
  - i) Have received advice, medication or treatment for any serious chronic or recurring illness, injury or disease in the last 12 months.
  - ii) Are under investigation or awaiting the results of any diagnosed or undiagnosed medical condition.
  - iii) Are on a waiting list for, or are aware of the need for, in-patient treatment for any diagnosed or undiagnosed medical condition.
  - iv) Are travelling against **your doctor's** advice.
  - v) Have received a terminal prognosis.
2. If, between the booking and commencement dates of **your trip** or the renewal date (whichever the sooner), **you** receive medical advice for a potentially serious illness or injury, **your policy** will cover **you** for cancellation of **your trip**. In the event, however, of **you** still wishing to travel, **we** will advise **you** if **you** will be covered for emergency medical and associated expenses, hospital benefit or abandonment claims relating to such condition.
3. If, between the booking and commencement dates of **your trip** or the renewal date (whichever the sooner), anyone upon whose good health **your trip** depends, such as a **close relative, your travelling companion** or **close business associate**, receives medical advice for a potentially serious illness or injury, **your policy** will cover **you** for cancellation of **your trip**. In the event, however, of **you** still wishing to travel, **we** will advise **you** if **you** will be covered for abandonment claims relating to such condition.

## WORLD-WIDE EMERGENCY ASSISTANCE

In the event of a claim under Section 2, 3, and 7 **you** may contact **our** correspondent on the number stated in the **Schedule**.

## SECTION 1 - CANCELLATION & ABANDONMENT

We will cover **you** for:

1. deposits **you** have paid for **your** trip and cannot get back,
2. **your** unused travel and accommodation charges which **you** have paid or contracted to pay and cannot get back,
3. unused kennel or cattery fees which **you** have paid or contracted to pay and cannot get back,
4. the cost of additional accommodation charges incurred in **you** having to return **home** early,
5. the cost of additional travel expenses for **you** to return home early if **you** cannot use **your** return ticket;

If, after the date of purchasing **your policy** or booking a trip (whichever occurs later), **you** unavoidably have to cancel or **abandon your trip** for one of the following reasons:

a) One of the following people is seriously injured, falls seriously ill, is quarantined or dies:

- i) **You**,
- ii) **Your travelling companion**,
- iii) Any person with whom **you** were going to stay,
- iv) Any of **your close relatives** or those of **your travelling companion**,
- v) Any of **your close business associates** or those of **your travelling companion**.

b) **You** or **your travelling companion** being required for jury service or as a witness in a **Maltese** court of law during the period of insurance.

c) If **you** or **your travelling companion** are involuntarily made redundant and registered as unemployed with the Employment and Training Corporation.

d) **You** or **your travelling companion's home** is made unfit to live in by fire, explosion, subsidence, storm, flooding or impact by aircraft which happen after **you** have purchased **your policy** or booked **your trip** (whichever the later).

We will not cover:

- a) The first amount shown in the **Schedule** of each **insured person's** claim.
- b) Any claim for a medical condition if any **insured person** has travelled against the advice of a **doctor** or would be travelling against the advice of a **doctor** if they had taken such advice.
- c) Any claim for a medical condition for which **you** were planning to obtain medical treatment during **your trip**.
- d) Any claim arising from:
  - i) any anxiety state, depression, mental, nervous or emotional disorder which was diagnosed before **you** purchased **your policy** or booked **your trip** (whichever the later).
  - ii) pregnancy or childbirth where the expected date of delivery is less than 12 weeks (16 weeks in the case of a multiple pregnancy) before the commencement date of **your trip**.
  - iii) **you** taking part in any flying or other aerial activities of any kind other than as a fare paying passenger in a fully licensed passenger carrying aircraft.
  - iv) **you** motorcycling as a rider or passenger on a machine over 125cc.
  - v) **you** motorcycling as a rider or passenger on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** hold a valid motorcycle licence for the country in which it is being used.
  - vi) any involvement in manual work of any kind.
  - vii) participation in any **excluded activity/ties** unless otherwise shown as covered in **your policy schedule**.
  - viii) participating in expeditions.
  - ix) participating as a crew member on a vessel travelling from one country to another.

- e) **You** or **your travelling companion** being required by the police to stay at **home** or at **your** place of work as a result of a burglary at either premises.
- f) **You** or **your travelling companion** being prevented from travelling because of a **Maltese** Government restriction arising from an epidemic or pandemic.
- g) The journey is unavoidably cancelled as a result of the departure from **Malta** being delayed for at least 24 hours.

- e) Any claim for redundancy caused by misconduct, resignation or voluntary redundancy or if **you** or **your travelling companion** knew of the redundancy before **you** purchased **your policy** or booked **your trip** (whichever the later).
- f) Any claim made because **you** or **your travelling companion** are disinclined to travel.
- g) Any claim made for unused travel or accommodation arranged by using Air Miles or similar promotions.
- h) Any claim for refund of any costs for persons not named in this **policy**.
- i) Any claim for management fees, maintenance costs or exchange fees associated with timeshares or similar arrangements.
- j) Any claim arising from **you** not having the correct passport, visa or other entry documents.
- k) Any claim made because **you** did not enjoy **your trip**.
- l) Any claim not authorised by **us** before **you** returned **home**.
- m) Any claim resulting from a disease for which **you** did not have the recommended inoculations and/or took the recommended medication.
- n) Any claim for additional travelling expenses if, in advance of **your trip**, **you** did not purchase a return ticket to **Malta**.
- o) Any claim resulting from any medical condition of any of **your close relative, close business associate, travelling companion** or any other person upon whose health **your trip** depends and of which **you** were aware before **you** purchased **your policy** or booked **your trip** (whichever the later).
- p) Anything contained in the General Exceptions.

## SPECIAL CONDITION TO SECTION 1

All claims resulting from injury, illness, quarantine or death must be supported by medical reports or a death certificate (or both) confirming the necessity of cancelling or **abandoning your trip**.

## COVER LIMIT

The most **we** will pay under this Section for each **insured person** is shown in the **Schedule**.

## SECTION 2 MEDICAL EMERGENCY AND ASSOCIATED EXPENSES

If **you** fall ill, become injured or die during **your trip we** will cover **you** for:

- 1) Emergency medical treatment outside **Malta** and the country where **you** normally live including rescue services to take **you** to hospital.
- 2) Emergency dental treatment for the immediate relief of pain only.
- 3) The cost of burying or cremating **you** in the country outside **Malta** where **you** die.
- 4) The additional cost of returning **your** body or ashes to **your home**.
- 5) The cost of additional room only accommodation expenses (of a similar standard to the accommodation **you** had for **your trip**) if **you** are advised by a **doctor** that **you** should stay longer than **you** intended.
- 6) The additional cost of **your** returning **home** if **you** cannot use **your** return ticket to **Malta**.
- 7) The additional cost if it is medically necessary for **you** to return **home**.
- 8) The reasonable extra travel and room only accommodation costs, under items 5, 6 and 7 above, of one relative or friend who has to travel or stay with **you**, providing both a **doctor** and **we** believe it is necessary.

**We** will not cover:

- a) The first amount shown in the **Schedule** of each **insured person's** claim.
- b) Any claim for a medical condition if any **insured person** has travelled against the advice of a **doctor** or would be travelling against the advice of a **doctor** if they had taken such advice.
- c) Any claim for a medical condition if any of the following applied when **you** purchased **your policy** or booked **your trip** (whichever the later):  
If **you**:
  - i) had received advice, medication or treatment for any serious, chronic or recurring illness, injury or disease in the last 12 months unless **you** disclosed the condition to **us** and the position was accepted by **us** in writing.
  - ii) were under investigation or awaiting results for any diagnosed or undiagnosed condition unless **you** disclosed the condition to **us** and the position was accepted by **us** in writing.
  - iii) were on a waiting list for in-patient treatment or were aware of the need for in-patient treatment for any diagnosed or undiagnosed condition unless **you** disclosed the condition to **us** and the position was accepted by **us** in writing.
  - iv) have been told **you** had a terminal illness.

- d) Any claim for a medical condition where **you** have received medical advice for a potentially serious illness or injury between booking **your trip** and the departure date unless **you** disclosed the condition to **us** and the position was accepted by **us** in writing.
- e) Any claim for a medical condition for which **you** were planning to obtain medical treatment during **your trip**.
- f) Any claim for:
  - i) the cost of in-patient hospital treatment or going **home** early not authorised by **us** in advance.
  - ii) the cost of any non-emergency treatment or surgery including exploratory tests which are not directly related to the illness or injury for which **you** originally went into hospital.
  - iii) any form of treatment that **your** treating **doctor** and **we** think can reasonably wait until **you** return to **Malta**.
  - iv) cosmetic surgery.
  - v) medication which, at the time **your trip** started, **you** knew that **you** would need while **you** were away.
  - vi) any additional costs because **you** have a single or private room.
  - vii) treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.
  - viii) any treatment after **you** have returned to **Malta**.
- g) Any claim arising from:
  - i) any anxiety state, depression, mental, nervous or emotional disorder which was diagnosed before **you** purchased **your policy** or booked **your trip** (whichever the later).
  - ii) pregnancy or childbirth where the expected date of delivery is less than 12 weeks (16 weeks in the case of a multiple pregnancy) before **your** commencement date of **your trip**.
  - iii) **your** taking part in any flying or other aerial activities of any kind other than as a fare paying passenger in a fully licensed passenger carrying aircraft.

- iv) **you** motorcycling as a rider or passenger on a machine over 125cc.
  - v) **you** motorcycling as a rider or passenger on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** hold a valid motorcycle licence for the country in which it is being used.
  - vi) any involvement in manual work of any kind.
  - vii) participation in any **excluded activity/ties** unless otherwise shown as covered in **your policy schedule**.
  - viii) participating in expeditions.
  - ix) participating as a crewmember on a vessel travelling from one country to another.
- h) Costs incurred following **your** decision not to return to **Malta** after the date when, in **our** opinion, it was safe for **you** to do so.
- i) Any claim resulting from a disease for which **you** had not had the recommended inoculations and/or not taken the recommended medication.
- j) Any claim arising from **your** suicide, attempted suicide, intentional self-injury or deliberate exposure to danger unless in an attempt to save someone's life.
- k) Any claim arising from **your** being under the influence of alcohol, solvents or drugs (except drugs prescribed by a doctor other than for the treatment of drug abuse).
- l) Anything contained in the General Exceptions.

## COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

## SECTION 3 - HOSPITAL BENEFIT

If **you** are claiming for medical expenses which are covered under Section 2 **we** will also pay **you** for the amount shown in the **Schedule** for every 24 hours **you** are being treated as an in-patient in a hospital outside **Malta** towards incidental expenses **you** have to pay such as telephone calls.

**We** will not cover:

Those exclusions listed under Section 2 above.

## COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**

## SECTION 4 - YOUR LIABILITY TO OTHERS

**We** will cover **you** against:

Legal liability for damages, claimant's costs and expenses arising from an accident during **your trip** if:

- i) anyone is accidentally injured, falls ill or dies,  
or
- ii) property is accidentally lost or damaged.

**We** will also pay **your** defence costs and expenses if **we** agree in advance.

In the event of **your** death, **we** will also cover **your** legal personal representatives in respect of **your** liability covered by this **policy** provided that **your** legal personal representatives observe the terms of this **policy** so far as they can apply.

**We** will not cover:

- a) Any fines or exemplary damages (punishing or aimed at punishing the person responsible rather than awarding compensation) **you** have to pay.
- b) Any liability arising from:
  - i) someone being injured or falling ill or dying while they are working for **you**.
  - ii) death of or injury to people who are members of **your** household or who are **your close relatives** or **your travelling companions**.
  - iii) loss of or damage to property which belongs to **you** or is in **your** care.
  - iv) loss of or damage to property which belongs to or which is in the care of members of **your** household or **your close relatives** or **your travelling companions**.
  - v) the carrying out of contracts or the supplying of goods or services or **you** doing **your** job.
  - vi) **your** involvement in manual work of any kind.
  - vii) **your** owning or occupying any land or building except for **your** occupation of temporary holiday accommodation in which event **we** will not cover the amount shown in the **Schedule** of any claim.
  - viii) **your** owning or using animals (except domestic animals), firearms, any aircraft of any description including unpowered flight, motorised vehicles, boats or other vessels of any description other than manually propelled watercraft, and any other form of motorised leisure equipment.
  - ix) **your** taking part in any **excluded activity/ties** unless otherwise shown as covered in **your policy schedule**.
- c) Anything contained in the General Exceptions.

## COVER LIMIT

**We** will not pay more than the amount shown in the **Schedule** in all for any one incident inclusive of defence costs and expenses.

## SECTION 5 - DELAYED DEPARTURE

In the event of the international transport by aircraft, ship or train on which **you** are booked to travel is delayed in leaving **Malta** at its scheduled time of departure on **your** outward journey or on the final part of **your** return journey back to **Malta**,

**we** will pay **you**:

- 1) The amount shown in the **Schedule** for every full 12 hours period **you** are delayed.
- 2) **Your** unused travel and accommodation costs which **you** have paid or are legally contracted to pay but cannot get back if, after **you** have been delayed for more than 24 hours on **your** outward journey from **Malta**, **you** choose to **abandon your trip**.
- 3) The unused kennel or cattery fees which **you** cannot get back.

**we** will not cover:

- a) Any claim caused by a strike or industrial action that was public knowledge when **your policy** was purchased or **your trip** was booked whichever is later.
- b) Any claim made for unused travel or accommodation arranged by using Air Miles or similar promotions.
- c) Any claim for refund of any costs for persons not named in this **policy**.
- d) Any claim for management fees, maintenance costs or exchange fees associated with timeshares or similar arrangements.
- e) Delay or abandonment caused by **your** failure to check in at **your** departure point on time.
- f) Anything contained in the General Exceptions.

## SPECIAL CONDITION TO SECTION 5

Delay benefit under paragraph (1) will be worked out by taking the difference between the actual time of departure and the scheduled departure time. **You** must check in at the specified time and get written confirmation from the carrier or its handling agents of the actual date and time of departure together with the reason for the delay.

## COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the maximum amount shown in the **Schedule**.

## SECTION 6 - MISSED DEPARTURE

If, as a direct result of:

- 1) the interruption of scheduled public transport services, caused by labour disputes, civil disturbance, mechanical breakdown or bad weather,
- or
- 2) the vehicle in which **you** are travelling is involved in an accident or breaks down,

**you** arrive at the final point of international departure too late to board the international transport by aircraft, ship or train on which **you** are booked to travel on **your** outward journey from **Malta** or on the final part of **your** return journey back to **Malta**,

**we** will cover **you** for:

the cost of reasonable extra accommodation and travel expenses to allow **you** to reach **your** destination.

**we** will not cover:

- a) any claim where the carrier has offered reasonable alternative transport.
- b) anything contained in the General Exceptions.

## SPECIAL CONDITIONS TO SECTION 6

- i) **You** must do all **you** can to arrive at the international departure point on time.
- ii) In the case of a labour dispute, **you** will only be covered if the dispute is announced and begins during the **period of insurance**.
- iii) If **you** are claiming because the vehicle in which **you** are travelling is involved in an accident or because it breaks down, **you** must send **us** a repairer's report or police accident report to support **your** claim.

## COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

## SECTION 7 - PERSONAL ACCIDENT

**We** will cover **you** for:

**Accidental bodily injury** during **your trip** which directly results in **your**:

- a) death,
- b) **loss of** one or more **limbs** and/or the **total loss of sight** in one or both eyes,
- c) **permanent total disablement** after 104 weeks (except where compensation is paid under (b) above),

**We** will not pay for:

- a) Any claim for sickness, disease, nervous shock or naturally occurring condition or degenerative process.
- b) Any claim arising from
  - i) **your** taking part in any flying or other aerial activities of any kind other than as a fare paying passenger in a fully licensed passenger carrying aircraft.

- ii) **your** motorcycling as a rider or passenger on a machine over 125cc.
  - iii) **your** motorcycling as a rider or passenger on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** hold a valid motorcycle licence for the country in which it is being used.
  - iv) **your** involvement in manual work of any kind.
  - v) **your** participation in any **excluded activity/ties** unless otherwise shown as covered in **your policy schedule**.
  - vi) **your** participating in expeditions.
  - vii) **your** participating as a crew member on a vessel travelling from one country to another.
  - viii) **your** suicide, attempted suicide, intentional self-injury or deliberate exposure to danger unless in an attempt to save someone's life.
  - ix) **your** being under the influence of alcohol, solvents or drugs (except drugs prescribed by a doctor other than for the treatment of drug abuse).
- c) Any claim arising from **your** disappearance because **your** body has not been found within one year of its disappearance unless:
- i) **we** are satisfied that **you** had sustained **accidental bodily injury** resulting in **your** death and
  - ii) the person to whom payment will be made agrees in writing to refund to **us** the amount paid if **you** are found to be living.
- d) Anything contained in the General Exceptions.

## SPECIAL CONDITIONS TO SECTION 7

- i) The death or disability must happen within one year of the accident.
- ii) **You** can only claim for one item under this Section.
- iii) The benefits will be payable to **you** or **your** legal representative.

## COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

## SECTION 8 - PERSONAL BELONGINGS

**We** will cover you:

If during **your trip** you accidentally lose **your personal belongings** or if they are stolen or accidentally damaged for the cost to replace or repair them after deducting for wear and tear and depreciation if applicable.

**We** will not cover:

- a) The first amount shown in the **Schedule** of each **insured person's** claim. However, the most **you** will have to pay if two or more **insured persons** claim from the same event is the amount shown in the **Schedule**.
- b) Loss of, damage to or theft of **personal belongings** which **you** have left **unattended** unless there is evidence of forcible and violent entry into a locked room, or in a safe or in a locked boot of a locked vehicle.
- c) Damage to suitcases unless they are no longer usable.
- d) Household goods or anything shipped as freight or under a bill of lading.
- e) Cracking, scratching or breaking of glass (other than lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile articles and any other loss caused by any breakage.
- f) Loss of, damage to or theft of contact or corneal lenses, or dental or medical fittings including artificial limbs.
- g) Loss of, damage to or theft of pedal cycles.
- h) Loss of, damage to or theft of laptop computers.
- i) Loss of value, damage caused by moths and vermin, atmospheric conditions, mechanical failure or any process of cleaning, repairing or restoring.
- j) Any loss or theft which **you** do not report to the police and obtain a written report from them within 24 hours of discovery. Where it is not possible to obtain a police report, **you**

must provide other independent proof of **your** loss such as a letter from **your** transport company or hotel.

k) Loss or theft of or damage to **valuables you** are not carrying with **you** unless **you** have kept them in a safe or a safety deposit box or locked accommodation.

l) Bonds, securities or documents of any kind.

m) Winter sports equipment.

n) Sports equipment which is damaged or broken whilst being used.

o) Any goods delayed, detained or confiscated by customs or other officials.

p) Items used in connection with **your** job.

q) Films, cassettes, cartridges or disks other than for their value as unused material unless purchased pre-recorded in which event **we** will pay up to the retail list price.

r) Perishable goods, bottles, cartons or any other loss caused by their breakage.

s) Damage to musical instruments not kept in locked hard-shelled cases.

t) Anything contained in the General Exceptions.

## SPECIAL CONDITIONS TO SECTION 8

- i) **You** must take reasonable care to keep **your personal belongings** safe.
- ii) If **your personal belongings** are lost or damaged by an authority, a transport company or hotel, you must report details of the loss or damage to them in writing and obtain their written confirmation.
- iii) In the event of **your personal belongings** being lost or damaged by an airline, **you** must obtain a property report, give written notice and keep a copy of the claim to the airline within the time limit specified in their conditions of carriage but in any event within 3 days and keep all travel tickets and tags if **you** claim under this **policy**.
- iv) In the event of **your personal belongings** being lost or stolen, **you** must take all reasonable steps to recover them.
- v) **You** must be able to prove that **you** were responsible for the lost, stolen or damaged items and how much they are worth. If **you** are unable to do so, it may affect **your** claim.
- vi) **We** will settle any claim at our option by payment or replacement. **We** will settle claims for **personal belongings** based upon their value at the time of their loss or damage. **We** will not pay the cost of replacing them with new items and **we** will not pay more than the original purchase price of any lost or damaged item.
- vii) In the event of **your** also making a claim under Section 9, Delayed Luggage, this amount will be deducted from the amount claimed under this Section.

## COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule** for **Personal Belongings**, Limit Any One Article or Pair and **Valuables**.

## SECTION 9 - DELAYED LUGGAGE

**We** will cover you for:

The purchase of essential items if **your** luggage is temporarily lost on the outward journey and **you** are without it for more than 12 hours.

**We** will not cover:

- a) Any claim for luggage delayed, detained or confiscated by customs or other officials.
- b) Anything contained in the General Exceptions.

## SPECIAL CONDITIONS TO SECTION 9

- i) To claim under this Section, **you** must keep the receipt of anything **you** purchase and get written confirmation from the carrier of the number of hours **you** were without **your** luggage.
- ii) Any amount payable under this Section will, in the event of **your** luggage being permanently lost, be deducted from the amount payable under Section 8.

## COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

## SECTION 10 - LOSS OF PASSPORT

**We** will cover **you**:

If **your** passport or visa is lost or stolen whilst **you** are abroad, for the necessary and reasonable extra travel, accommodation and communication expenses **you** have to pay in order to obtain a temporary passport or visa and the actual cost of temporary documents.

**We** will not pay for:

- a) Any loss or theft of your passport or visa which **you** do not report to the police and obtain a written report from them within 24 hours of discovery.
- b) Any loss or theft of **your** passport or visa whilst it is **unattended**.
- c) Anything contained in the General Exceptions.

## SPECIAL CONDITIONS TO SECTION 10

**You** must always take reasonable care to keep **your** passport and visa safe. If **your** passport or visa are lost or stolen, **you** must take all reasonable steps to recover them.

## COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

## SECTION 11 - PERSONAL MONEY

**We will pay you:**

If **your personal money** is lost or stolen during **your trip**.

**We will not pay for:**

a) The first amount shown in the **Schedule** of each **insured person's** claim. However, the most **you** will have to pay if two or more **insured persons** claim from the same event is the amount shown in the **Schedule**.

b) Any loss or theft which **you** do not report to the police and obtain a written report from them within 24 hours of discovery.

c) Any **personal money** which is delayed, detained or confiscated by customs or other officials.

d) Bonds, securities or documents of any kind.

e) Loss or theft of **personal money** not carried in **your** hand luggage whilst **you** are travelling.

f) Loss or theft of **personal money** whilst it is **unattended**.

g) Shortages due to a mistake, or loss due to a change in exchange rates.

h) Loss or theft of travellers' cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service.

i) Anything contained in the General Exceptions.

## SPECIAL CONDITIONS TO SECTION 11

- i) **You** must always take reasonable care to keep your **personal money** safe. In the event of **your personal money** being lost or stolen, **you** must take all reasonable steps to recover it.
- ii) **You** must be able to prove that **you** own the lost or stolen **personal money** and how much it is worth. If **you** are unable to do so, it may affect **your** claim.

## COVER LIMIT

The most **we** will pay under this Section for each **insured person** is the amount shown in the **Schedule**.

## SECTION 12 - HIJACK

**We** will cover **you** for:

The amount shown in the **Schedule** for each and every completed period of 24 hours that **you** are restrained in the event of hijack of the transport on which **you** are travelling.

**We** will not cover **you**:

For any claim which is not substantiated by a report from the authorities concerned showing full details of the event.

# GENERAL EXCEPTIONS

## These General Exceptions Apply to All Sections of the Policy

### 1 Radioactive Contamination and Sonic Bangs

**We** will not pay for any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. Loss or damage and liabilities due to or arising from chemical and biological substances not used for peaceful purposes are also excluded.
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- d) pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 2 Nuclear Energy Risks

**We** will not pay for any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from Nuclear Energy Risks.

For all purposes of this policy Nuclear Energy Risks shall mean:

- i) All Property on the site of a nuclear power station, Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- ii) All Property, on any site (including but not limited to the sites referred to in i) above) used or having been used for:
  - a) The generation of nuclear energy; or
  - b) The Production, Use or Storage of Nuclear Material
- iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- iv) The supply of goods and services to any of the sites, described in i) to iii) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

#### Definitions

“Nuclear Material” means:

- i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process fission outside a Nuclear Reactor, either alone or in combination with some other material; and

ii) Radioactive Products or Waste.

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural or industrial purpose.

“Nuclear Installation” means:

- i) Any Nuclear Reactor;
- ii) Any factory using nuclear fuel for the production of Nuclear Material, any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or Storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all material of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store and
- ii) For non-reactor Nuclear installations, any area where the level of radioactivity requires the provision of a biological shield.

### 3 War

**We** will not pay for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:

- a) war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not),
- b) civil war, military rising, insurrection, civil commotion assuming the proportions or amounting to an uprising, rebellion, revolution, military or usurped power, martial law or looting or pillaging in connection therewith,
- c) confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above.

If **we** allege 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 **you**.

#### **4 Pollution or Contamination**

**We** will not pay for any loss, damage, liability, cost or expenses of any kind caused directly or indirectly by pollution or contamination which:

- i) was caused by an intentional act, or
- ii) was expected or should have been expected, or
- iii) was not caused by a sudden incident, or
- iv) did not occur during any period of insurance.

#### **5 Existing Damage**

**We** will not pay for any loss or damage occurring or arising from an event which happens before this insurance commences.

#### **6 Computer Viruses and Date Change**

This insurance does not cover:

- i) loss or destruction of or damage to any property or any loss or expense resulting from  
or  
arising from such damage or any other consequential loss sustained by you,
- ii) any legal liability of whatsoever nature,
- iii) any death, bodily injury or illness.

directly or indirectly caused by, contributed to by, or consisting of or arising from the failure or inability of

- a) computer or auxiliary equipment,
- b) computer system software, program or spreadsheet,
- c) data processing equipment, media or auxiliary equipment,
- d) microchip, integrated circuit or similar device,
- e) telecommunications equipment or systems,
- f) any other system for processing, storing, transmitting, retaining or returning data,

whether your property or not and occurring before, during or after the year 2000 to

- i) correctly recognize any date as its true calendar date or its true value,
- ii) capture, save or retain and/or correctly manipulate, interpret, transmit, return or process any data or information or command or instruction as a result of treating any data otherwise than its true calendar date or its true value,
- iii) capture, save, retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in (a) to (f) above being a command or logic which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

# GENERAL CONDITIONS

## These General Conditions Apply to All Sections of the Policy

### 1 Automatic Extension

If before the expiry of the **period of insurance you** are prevented, due to **your** bodily injury or illness, from making **your** intended return journey, the duration of this **policy** is extended automatically without additional premium for up to 30 days. In this event **we** shall continue to pay medical treatment under Section 2 subject to a maximum amount shown in the Table of Compensation for the **Plan** which **you** have selected as specified in the **Schedule**, for this period or such extension of this period as is medically certified as being necessary.

### 2 Type of Travel

This policy applies only to persons resident in the **Maltese** Islands who are undertaking conventional non-working holidays or business trips where no manual work is undertaken. **We** should be advised if **you** intend to include a planned sporting activity during **your trip**.

### 3 General

- a) **We** will provide cover under this **Policy** only if the material information **you** gave **us** when applying for insurance or when making a claim, either by speaking to **us** or in any document, is true as far as **you** know.
- b) To be covered by this insurance, **you** must keep to the terms, conditions and **endorsements** of this **Policy**.

### 4 Your Duty to Prevent Loss or Damage

**You** must do all that **you** reasonably can to prevent loss or damage to property which is insured under this **Policy**.

### 5 Claims Procedure

As soon as **you** become aware of an event or cause that may lead to a claim under this **Policy**, **you** or **your** legal representatives must:

- a) tell **us** immediately and provide at **your** own expense all the information and help **we** need,
- b) tell the police immediately about any property which has been lost, stolen or maliciously damaged,
- c) do all **you** reasonably can to recover any lost or stolen property,
- d) tell the issuing authority immediately about any lost or stolen **credit or debit cards**,
- e) forward **us** immediately and unanswered any writ, summons or other legal documents served on **you** or any **insured person** in connection with any claim for legal liability arising from injury or damage,
- f) not discuss, admit, reject or negotiate on any claim with anyone else without **our** written permission.

## 6 Fraud

Where fraud (including exaggeration) is detected, claims will not be paid and **we** may refer the matter to the police for criminal prosecution. The **policy** may not only be rendered invalid but **we** may also take other action consistent with **our** legal rights.

## 7 Rights and Responsibilities

- a) Following the settlement of any claim, any salvage becomes **our** property. **You** must not, however, abandon property to **us** but await **our** instructions as to its disposal.
- b) **We** may take over and conduct in **your** name with complete and exclusive control the defence or settlement of any claim.
- c) **We** may at our expense and for **our** own benefit start legal action in **your** name to recover compensation from others in respect of any amounts paid or payable under this **policy**.
- d) For any claim or series of claims arising from one event involving legal liability covered by this **policy**, **we** may either pay up to the limit shown in the **Schedule** less any amounts previously paid or any lower amount for which **we** can settle your claim. Once **we** have made the payment, **we** will have no further liability for **your** claim.

## 8 Contribution of Other Insurances

If any loss, damage or liability which **you** are claiming for under this **Policy** is covered by any other insurance, **we** will pay only **our** proportionate share of that claim.

## 9 Arbitration

- a) If **we** disagree about the amount to be paid under this **Policy** (liability being otherwise admitted), **you** and **we** have the right to refer to arbitration. **We** will write to **you** to inform **you** of this option and **you** must then write and tell **us** if **you** want to proceed. An arbitrator will be appointed in accordance with the statutory provisions in force at the time as amended or replaced from time to time. The apportionment of the costs and expenses of the arbitration will be determined by the arbitrator. The making of an award is a condition precedent to any right of action against **us**.
- b) Using the arbitration procedure does not preclude **you** from appealing against the arbitrator's decision in a court of law.

## 10 Maltese Jurisdiction Clause

The cover provided by this **Policy** shall apply only to judgments or orders which are delivered by or obtained from a Court within the **Maltese** Islands or from a Court within such other European Union member state which according to applicable European Union Regulations would have jurisdiction to hear the case. This cover will not apply to a judgment or order obtained in the **Maltese** Islands for the enforcement of a judgment obtained elsewhere (other than in such other European Union member state as aforesaid) or to costs and expenses of litigation recovered by any claimant from **you** for litigation not incurred in the **Maltese** Islands or in such other European Union member state.

## OUR COMPLAINTS PROCEDURE

Middlesea Insurance p.l.c. is committed to providing good quality services. We recognise however, that clients may not be satisfied with the service provided. To deal with this we have a complaints procedure. For the sake of clarification a complaint is broadly defined as being a written expression of dissatisfaction with services that we provide or actions we have taken that require a response. We distinguish complaints from queries; queries are challenges to specific decisions, in specific circumstances.

### **We will deal with your complaint**

We do not look on complaints as unwanted. In fact, they may help us to see where our services or procedures might be improved. So do let us know when you feel we have made a mistake or done something which you find unsatisfactory. Even if you do not think your particular concern amounts to a 'complaint' we would still like to know about it. You will help us to improve our service further.

### **How to complain**

Step 1: Contacting us.

The first step is to talk to a member of Middlesea Insurance p.l.c. staff or its Agents if your policy has been arranged through them. This can be done informally, either directly or by telephone.

Usually, the best staff member to talk to will be the person who dealt with the matter you are concerned about, as they will be in the best position to help you promptly and to put things right. If they are not available, or you would prefer to approach someone else, then ask for the Manager or Senior Person responsible. We will seek to resolve the problem immediately. If we cannot do this, for example then we will take a record of your concern and arrange the best way and time for getting back to you. This will normally be within two working days.

Step 2: Taking your complaint further.

If you are still unhappy, the next step is to put your complaint in writing and address it to the Complaints Officer of Middlesea Insurance p.l.c., setting out the details, explaining what you think went wrong and what you feel would put things right. If you are not happy about writing a letter, you can always ask a member of staff to take notes of your complaint which you will be asked to sign. You will be provided with a copy for reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, he will arrange for it to be fully investigated. Your complaint will be acknowledged in writing within five working days of receiving it and the letter will say when you can expect a full response. This should normally be within three weeks unless the matter is very complicated, such as where other organisations need to be contacted. Where this is the case, we will still let you know what action is being taken and tell you when we expect to provide you with a full response.

### **Taking your complaint outside the organisation**

If you are still not satisfied with the Complaint's Officer's response, you can always seek advice from outside the organisation. You may contact the Complaints Manager at the Malta Financial Services Authority.

## DEFINIZZJONIJIET

Kull fejn **int** tara l-kliem jew frażzjiet li ġejjin, dawn ikollhom it-tifsiriet murija hdejjhom u jidhru b'tipi grassi. Kull kelma jew espressjoni li nġhatat tifsria speċifika għandha l-istess tifsira kull fejn tidher sakemm il-kontest ma jitolb mod ieħor:

**"Aċċident** jew **aċċidentali**" jfisser okkorrenza mhux mistennija li tiġi għal għarrieda wara d-data meta l-**polza** tibda topera u li tirriżulta minn **leżjoni fiżika tiegħek** jew xi telf jew hsara koperti minn din il-**polza**.

**"Abbanduna** jew **abbandun**" ifisser ritorn **f'darek** qabel id-data prevista għal dan ir-ritorn.

**"Leżjoni fiżika**" tfisser il-mewt **tiegħek** jew leżjoni lil **ġismek** (inkluż l-għajbien **tiegħek** li jirriżulta minn dan) iżda mhux b'att deliberat **tiegħek** ikkaġunat biss minn mezz vjolenti esterni u viżibbli **aċċidentali**. Dan ma jinkludix xi mard jew kondizzjoni li tokkorri b'mod naturali jew li taħdem gradwalment jew xi proċess deġenerattiv.

**"Flus likwidi**" tfisser muniti u karti tal-flus inkluża munita barranija li hi valuta legali kurrenti.

**"Sieheb qrib fin-negożju"** tfisser xi hadd li **int** taħdem miegħu **f'Malta** li jekk it-tnejn li **intom** ma tkunux fuq ix-xogħol fl-istess hin in-negożju ma jkunx jista' jimxi kif għandu jkun.

**"Qarib viċin"** tfisser **ommok, missierek, oħtok, ħuk, martek, ir-raġel tiegħek, is-sieheb/sieħba tiegħek**, li jgħixu fl-istess indirizz **tiegħek** u jaqsmu **miegħek** ir-responsabbiltajiet finanzjarji **tiegħek** (iżda mhux shab jew soċji fin-negożju), l-għarus/għarusa **tiegħek**, bintek, ibnek, nannuk jew nanntek, in-neputi/neputija **tiegħek**, hatnek, htintek, mart ħuk, ir-raġel f'oħtok, ġenitur mit-tieni żwieġ, iben miż-żwieġ ta' qabel, bint miż-żwieġ ta' qabel, aħwa fardsieq, ziteq, zijuk, kuġinuk, kuġintek, tutur legali jew ġenituri li jkunu qed irabbuk jew wild li tkun qed trabbi.

**"Kards ta' Kreditu u Debitu"** tfisser kards ta' kreditu, debitu, ċekkijiet, u karti ta' banek jew kards għall-ġbid tal-flus.

**"Tabib"** tfisser membru prattikanti registrat tal-professjoni medika li ma jiġix **minnek** jew minn xi hadd li tkun qed tivvjaġġa miegħu.

**"Endorsement(s)"** tfisser kull bidla li ssir lill-**Polza** li **aħna** nkunu qbilna magħha bil-miktub.

**"Eċċess"** tfisser l-ewwel parti ta' xi klejm li **int** trid thallas **inti stess**.

**"Attivitajiet Esklużi"** tfisser (i) sehem fi sport professjonali ta' kull xorta, tixbit ma' ġebel jew ma' muntanji li jitlob l-użu ta' ħbula jew gwidi, inżul f'għerien taħt l-art, qbiż bil-paraxut, igglajdjar bl-idejn, logħob tal-futbol organizzat jew għadis taħt l-ilma; (ii) rkib ta' muturi, kemm bħala sewwieq jew bħala passiġġier, fuq magni li jaqbzu l-125cc, jew sehem jew Prattika ta' provi ta' veloċità jew hin, ġiri jew tlielaq ta' kull xorta (ħlief bir-riġlejn); (iii) sehem fi sport tax-xitwa jew l-użu ta' dry ski-slopes (sakemm ma jkunx thallas primjum addizzjonali xieraq, f'liema każ l-attivitajiet esklużi huma tlielaq bl-iskis, qbiż bl-iskis, ibburdjar bl-iskis, ibburdjar fuq is-silġ, hoki fuq is-silġ, u l-użu ta' bob sleighs jew skeletons).

**"Dar"** tfisser l-indirizz residenzjali privat **tiegħek f'Malta**.

**"Telf ta' limb"** tfisser telf totali u permanenti ta' id kollha, driegħ kollu, sieq kollha jew riġel kollu **tiegħek** jew il-qtugh tagħhom mill-polz jew għaksa 'l fuq.

**"Malta"** u derivazzjonijiet tagħha jfisseru r-Repubblika ta' Malta inkluż kull passagġ tal-baħar rikonoxxut fir-Repubblika, u **"Malti"** tfisser tar-Repubblika ta' Malta.

**"Perjodu ta' Assigurazzjoni"** u derivazzjonijiet tagħha jfisseru l-perjodu li jibda minn xhin **int** titlaq mir-residenza privata jew post tan-negożju normali **tiegħek** u jieqaf meta **int** terġa' lura, iżda ma jaqbiż in-numru ta' granet immiżżlin fl-**Iskeda**. Fil-każ ta' kancellament kif speċifikat f'Taqsim 1, il-Perjodu ta' Assigurazzjoni jibda mid-data tal-ħruġ tal-**Polza**.

“**Dizabilità totali permanenti**” tfisser dizabilità totali u permanenti li l-evidenza medika tikkonferma li ma thallix **lilek** taghmel kull xorta ta’ xoghol imhallas għall-bqija ta’ **ghomrok** kollu.

“**Akkomodazzjoni tul il-vjaġġ imhallsa minn qabel**” tfisser post li jithaddem kummerċjalment fejn jithallas hlas u li jkun ġie prenotat u mhallas qabel il-bidu tal-**vjaġġ tiegħek**. Dan ma jinkludix djar residenzjali li jkunu propjetà tal-familja jew hbieb **tiegħek**.

“**Flus Personali**” tfisser **flus likwidi**, ċekkijiet tal-vjaġġaturi, ordnijiet postali u monetarji, biljetti mhallsin minn qabel u li l-flus taghhom ma jistgħux jintraddu lura, biljetti ta’ l-ivvjaġġar, vawċers tal-lukandi.

“**Oġġetti personali**” tfisser valiġġi, ilbies, **oġġetti ta’ valur**, taghmir sportiv, strumenti mużikali u oġġetti ohra li **int** normalment tilbes jew iġġorr **miegħek**. Kull oġġett ta’ din ix-xorta għandu jkun jew propjetà **tiegħek** jew jaqa’ taht ir-responsabbiltà legali **tiegħek**.

“**Pjan**” tfisser *Budget, Economy* jew *Club* kif jinghad fl-**Iskeda**.

“**Polza**” tfisser dan il-ktejjeb, l-**Iskeda** u kull **endorsement** li kollha għandhom jinqraw bħala haġa waħda.

“**Akkomodazzjoni għal vaganza prenotata minn qabel**” tfisser post li jithaddem kummerċjalment fejn jithallas hlas u li jkun ġie prenotat qabel il-bidu tal-**vjaġġ tiegħek**. Dan ma jinkludix djar residenzjali li jkunu propjetà tal-familja jew hbieb **tiegħek**.

“**Skeda**” tfisser id-dokument li fih l-isem u l-indirizz **tiegħek**, il-perjodu ta’ assigurazzjoni, it-taqsimiet ta’ din il-**polza** li japplikaw, il-primjum li **int** għandek thallas, l-ammonti li **int** kopert għalihom u dettalji ta’ xi estensjonijiet jew **endorsements**.

“**Telf Totali tal-Vista**” tfisser telf tal-vista għalkollox u permanenti.

“**Kumpann tal-Vjaġġ**” tfisser persuna li **int** tivvjaġġa magħha u li minghajrha **int** ma tistax taghmel jew tkompli l-**vjaġġ tiegħek**.

“**Vjaġġ**” tfisser **vjaġġ** bir-ritorn li jibda u jispiċċa minn **darek** jew minn post tan-negozju **f’Malta** u, sakemm ma jkunx miftiehem mod ieħor, li jdum, jew hu skedat li jdum, mhux aktar minn 90 ġurnata.

“**Imholli wahdu**” tfisser fejn **int** ma tistax tara sewwa jew m’intix f’pożizzjoni li ma thallix it-teħid mhux awtorizzat tal-propjetà **tiegħek**.

“**Mhux mgħammra**” tfisser **id-dar tiegħek** mhix mgħammra biżżejjed biex wieħed jgħix fiha b’mod normali.

“**Mhux okkupata**” tfisser li la **int** u lanqas xi persuna ohra bil-permess **tiegħek** m’intom tghixu fiha.

“**Oġġetti ta’ valur**” tfisser antikitajiet (iżda mhux għamara), oġġetti tad-deheb, platinu, fidda jew metalli prezzjużi oħrajn, ġojjellerija, arloġġi, ferijiet, trombi, teleskopji, taghmir fotografiku, awdjo u viziv u taghmir tal-vidjow.

“**Ahna**” u derivattivi grammatikali tagħna jfissru l-Middlesea Insurance p.l.c.

“**Int**” jew “**Tiegħek**” jew “**Int innifsek**” jew “**Persuna Assigurata**” u derivattivi grammatikali tagħhom ifissru l-persuna jew nies imsemmija fl-**Iskeda** tal-**Polza tiegħek**.

## GARANZIJA TA' SAHHA

*Nota Importanti: Jekk int ma tigarantixxi xi waħda mid-dikjarazzjonijiet imnizzlin taht il-Garanzija ta' Sahha li ġejja, int ghandek tavza lilna immedjatament. Jekk tonqos milli tinfurmana, int ma tkunx kopert f'każ ta' klejm relatata ma' kondizzjoni jew kondizzjonijiet mediċi li jissemew fid-dikjarazzjonijiet taht il-Garanzija ta' Sahha.*

1. Hu importanti, għaliex jista' jolqot il-kopertura **tiegħek**, li **int** tghidlina meta tixtri jew meta ġgedded il-**polza tiegħek** jew meta tibbukja **vjaġġ** (skond liema minn dawn tiġi l-aħħar), jekk **int** jew xi **persuna assigurata**:

- i) Irċevejtux parir, medikament jew kura għal xi mard kroniku jew rikorrenti f'dawn l-aħħar 12-il xahar.
- ii) Intomx taht investigazzjoni medika jew qed tistennew ir-riżultat ta' xi eżami dwar kondizzjoni medika misjuba jew mhix misjuba.
- iii) Intomx qegħdin f'lista għall-kura bħala *in-patients* dwar kondizzjoni medika misjuba jew mhix misjuba, jew tafux li għandkom bżonn din il-kura.
- iv) Qed tivvjaġġaw kontra l-parir tat-**tabib tagħkom**.
- v) Intqal **lilkom** li għandkom marda terminali.

2. Jekk, bejn id-dati tal-ibbukjar u l-bidu tal-**vjaġġ tiegħek** jew id-data tat-tiġdid (skond liema tiġi l-ewwel), **int** tirċievi parir mediku dwar mard serju jew korriment, il-**polza tiegħek** tkopri **lilek** f'każ li tħassar il-**vjaġġ tiegħek**. Iżda fil-każ li **int** xorta tkun tixtieq tivvjaġġa, **aħna** ninfirmaw **lilek** jekk **int** tkunx kopert għal spejjeż mediċi ta' emerġenza u spejjeż konnessi magħha, beneficiċċji ta' sptar jew klejms ta' abbandun relatati ma' kondizzjoni ta' din ix-xorta.

3. Jekk, bejn id-dati tal-ibbukjar u tal-bidu tal-**vjaġġ tiegħek** jew id-data tat-tiġdid (skont liema tiġi l-ewwel), xi hadd li l-**vjaġġ tiegħek** jiddependi mis-sahha tiegħu, bħal **qarib mill-qrib, il-kumpann tal-vjaġġ tiegħek** jew **soċju fin-negozju qrib hafna tiegħek**, jirċievi parir mediku dwar mard serju jew korriment, il-**polza tiegħek** tkopri **lilek** f'każ li tħassar il-**vjaġġ tiegħek**. Iżda fil-każ li **int** xorta tkun tixtieq tivvjaġġa, **aħna** ninfirmaw **lilek** jekk **int** tkunx kopert għal klejms ta' abbandun relatati ma' kondizzjoni ta' din ix-xorta.

## GHAJNUNA F'KAŻ TA' EMERĠENZA TKUN FEJN TKUN FID-DINJA

Fil-każ ta' klejm taht Taqsimiet 2, 3 u 7 **int** tista' tikkuntattja lill-korrispondent tagħna fuq in-numru mnizzel fl-**Iskeda**.

## TAQSIMA 1 - KANĊELLAMENT U ABBANDUN

**Ahna** nkopru **lilek** għal:

1. depożiti li **int** hallast għall-**vjaġġ tiegħek** u ma tistax teħodhom lura,
2. spejjeż ta' vvjaġġar u akkomodazzjoni **tiegħek** li ma ntużawx u li **int** hallast jew ikkuntrattajt li tħallas u ma tistax teħodhom lura,
3. hłasijiet ta' żamma ta' klieb jew qtates li **int** hallast jew ikkuntrattajt li tħallas u ma tistax teħodhom lura,
4. il-preż ta' akkomodazzjoni addizzjonali jekk **int** ikollok tiġi lura d-**dar** qabel,
5. il-preż ta' vvjaġġar addizzjonali biex **int** tiġi lura d-**dar** qabel jekk **int** ma tistax tuża l-biljett bir-ritorn **tiegħek**;

Jekk, wara d-data tax-xiri tal-**polza tiegħek** jew l-ibbukkar ta' **vjaġġ** (skond liema jiġi l-aħħar), **int** ikollok bilfors tħassar jew tabbanduna l-**vjaġġ tiegħek** għal waħda mir-raġunijiet li ġejjin:

a) Wiehed minn dawn in-nies ikorri serjament, jimrad serjament, jiddaħhal kwarantina jew imut:

- i) **Int**,
- ii) **Il-kumpann tal-vjaġġ tiegħek**,
- iii) Kull persuna li **int** kont se toqgħod għandha,
- iv) Kull wiehed mill-**qraba mill-qrib tiegħek** jew dawk tal-**kumpann tal-vjaġġ tiegħek**,
- v) Kull wiehed mis-**soċji fin-negozju qrib hafna tiegħek** jew dawk tal-**kumpann tal-vjaġġ tiegħek**.

b) **Int** jew il-**kumpann tal-vjaġġ tiegħek** jissejhu għal servizz ta' ġurati jew bħala xhieda f'qorti **Maltija** tul il-perjodu ta' assigurazzjoni.

c) Jekk **int** jew il-**kumpann tal-vjaġġ tiegħek** tiġu involontarjament qiegħda u **intom** reġistrati bħala qiegħda mal-Korporazzjoni ta' l-Impjiegi u Tahriġ.

d) Jekk id-dar **tiegħek** jew id-dar tal-**kumpann tal-vjaġġ tiegħek** issir inabitabbli minhabba hruq, splużjoni, ċediment tal-art, maltempata,

**Ahna** ma nkoprux:

- a) L-ewwel ammont muri fl-**Iskeda** ta' klejm ta' kull **persuna assicurata**.
- b) Kull klejm għal kondizzjoni medika jekk xi **persuna assicurata** vvjaġġat kontra l-parir ta' **tabib** jew tkun qed tivvjaġġa kontra l-parir ta' **tabib** kieku kienet hadet parir ta' din ix-xorta.
- c) Kull klejm għal kondizzjoni medika li fir-rigward tagħha **int** kont qed tippjana li tiehu kura medika waqt il-**vjaġġ tiegħek**.
- d) Kull klejm li tirriżulta minn:
  - i) xi stat ta' ansjetà, dipressjoni, diżordni mentali, nervuża jew emozzjonali li saret dijanjosi tagħha qabel **int** xtrajt il-**polza tiegħek** jew meta bbukkajt il-**vjaġġ tiegħek** (skont liema jiġi l-aħħar).
  - ii) tqala jew twellid meta d-data mistennija tat-twelid hija inqas minn 12-il ġimgħa (16-il ġimgħa fil-każ ta' tqala multipla) qabel id-data tal-bidu tal-**vjaġġ tiegħek**.
  - iii) sehem li **int** tiehu f'xi attivitajiet ta' titjir jew aerji ohra ta' kull xorta minbarra bħala passigġieri li jħallas nol f'ajruplan li għandu liċenzja shiħa biex iġorr passigġieri.
  - iv) irkib fuq mutur li **int** tagħmel bħala rikkieb jew passigġier fuq magna ta' 1 fuq minn 125cc.
  - v) irkib fuq mutur li **int** tagħmel bħala rikkieb jew passigġier fuq magna 125cc jew inqas sakemm **int** ma tkunx liebes *crash helmet* u, bħala rikkieb, **int** għandek liċenzja valida biex issuq mutur fil-pajjiż li jkun qed jintuża.
  - vi) kull involviment **tiegħek**, f'xogħol manwali ta' kull xorta.
  - vii) parteċipazzjoni f'**attivitajiet esklużi** sakemm ma jidhru bħala koperti fl-**Iskeda tal-polza tiegħek**.
  - viii) parteċipazzjoni fi spedizzjonijiet.
  - ix) parteċipazzjoni bħala membru tal-

gharghar jew impatt minn ajruplani li jokkorru wara li tkun xtrajt **il-polza tieghek** jew meta ibbukkjat **il-vjaġġ tieghek** (skont liema jiġi l-aħħar).

e) **Int** jew **il-kumpann tal-vjaġġ tieghek** tintalbu mill-pulizija li tibqgħu d-dar jew fil-post tax-xogħol **tagħkom** minhabba serq bi żgass f'xi wieħed miż-żewġ postijiet.

f) **Int** jew **il-kumpann tal-vjaġġ tieghek** ma tithallewx tivvjaġġaw minhabba restrizzjoni mill-Gvern **Malti** li tirriżulta minn epidemija jew pandemija.

g) **Il-vjaġġ** jiġihassar bilfors b'riżultat tal-ittardjar b'mill-inqas 24 siegħa tat-tluq minn **Malta**.

ekwipaġġ fuq bastiment li jivvjaġġa minn pajjiż għal iehor.

e) Kull klejm għal telf ta' l-impjieġ ikkaġunata minn kondotta hażina, riżenja jew telf volontarju ta' impjieġ jew jekk **int** jew **il-kumpann tal-vjaġġ tieghek** kontu tafu bit-telf ta' impjieġ qabel **int** xtrajt il-polza **tieghek** jew meta bbukkjajt **il-vjaġġ tieghek** (skont liema jiġi l-aħħar).

f) Kull klejm magħmula għaliex **int** jew **il-kumpann tal-vjaġġ tieghek** tmurilkom il-hajra li tivvjaġġaw.

g) Kull klejm magħmula għal ivvjaġġar jew akkomodazzjoni mhux użati minhabba l-użu ta' Mili bl-Ajru u promozzjonijiet simili.

h) Kull klejm għal rifużjoni ta' kull xorta ta' spejjeż għal persuni mhux imsemmija f'din il-**polza**.

i) Kull klejm għal hlasijiet ta' mmaniġġjar, manutenzjoni jew hlasijiet ta' kambju assoċjati ma' *timeshares* jew arranġamenti simili.

j) Kull klejm li tirriżulta għaliex **int** ma jkollokx il-passaport, visa jew dokumenti ta' dħul oħrajn korretti.

k) Kull klejm magħmula għaliex **int** ma gawdejtx **il-vjaġġ tieghek**.

l) Kull klejm mhux awtorizzata **minna** qabel ma **int** erġajt lura d-dar.

m) Kull klejm li tirriżulta minn mard li **int** ma hadtx it-tiqib irrikkmandat u/jew ma hadtx il-medikament irrikkmandat.

n) Kull klejm għal spejjeż ta' vvjaġġar addizzjonali jekk, qabel **il-vjaġġ tieghek**, **int** ma xtrajt biljett bir-ritorn għal **Malta**.

o) Kull klejm li tirriżulta minn kondizzjoni medika ta' xi **qarib viċin**, **soċju qarib fin-negozju**, **kumpann fil-vjaġġ**, jew xi persuna oħra li **il-vjaġġ tieghek** ikun jiddependi mis-saħħa tajba tagħha u li **int** kont taf biha qabel ma xtrajt il-polza jew ibbukkjat **il-vjaġġ tieghek** (skont liema jiġi l-aħħar).

p) Kull haġa li qiegħda fl-Eċċezzjonijiet Generali.

## KONDIZZJONI SPEĊJALI GHAL TAQSIMA 1

Il-klejms kollha li jirriżultaw minn leżjoni, mard, kwarantina jew mewt għandhom ikunu sostanzjali minn rapporti mediċi jew ċertifikat tal-mewt (jew it-tnejn) li jikkonfermaw il-htieġa tal-kancellament jew **abbandun tal-vjaġġ tiegħek**.

### LIMITU TA' KOPERTURA

L-aktar li **aħna** nħallsu taht din it-Taqsima għal kull **persuna assicurata** jidher fl-**Iskeda**.

## TAQSIMA 2 - SPEJJEŻ MEDIĊI F'KAŻ TA' EMERĠENZA U SPEJJEŻ ASSOĊJATI MA' DAN

Jekk **int** timrad, tkorri jew tmut waqt il-**vjaġġ tiegħek aħna** nkopru **lilek** għal:

1. Kura medika f'każ ta' emerġenza barra minn **Malta** u fil-pajjiż fejn **int** normalment tgħix inklużi servizzi ta' salvataġġ biex jiehdu **lilek** l-isptar.
2. Kura dentali f'każ ta' emerġenza għal helsien immedjat mill-uġiġh biss.
3. L-ispejjeż tad-dfin jew kremazzjoni **tiegħek** fil-pajjiż barra minn **Malta** fejn **int** tmut.
4. L-ispejjeż addizzjonali tal-ġarr lura tal-ġisem jew l-irmied **tiegħek id-dar**.
5. L-ispejjeż addizzjonali ta' akkomodazzjoni f'kamra biss (ta' standard simili għall-akkomodazzjoni li **int** kellek għall-**vjaġġ tiegħek**) jekk **int** tinghata parir minn tabib li **int** għandek iddum aktar milli **int** xtaqt.
6. L-ispejjeż addizzjonali tar-ritorn **tiegħek id-dar** jekk **int** ma tistax tuża l-biljett bir-ritorn **tiegħek** għal **Malta**.
7. L-ispejjeż addizzjonali tar-ritorn **tiegħek id-dar** jekk hu meħtieġ għal raġunijiet mediċi.
8. L-ispejjeż żejda raġonevoli u akkomodazzjoni f'kamra biss, taht in-numri 5, 6 u 7 hawn fuq, ta' qarib jew habib wiehed li jkollu jivvjaġġa jew joqgħod **miegħek**, sakemm kemm **tabib** u kemm **aħna** nemnu li huma meħtieġa.

**Aħna** ma nkoprux:

- a) L-ewwel ammont muri fl-**Iskeda** ta' kull klejm ta' **persuna assicurata**.
- b) Kull klejm għal kondizzjoni medika jekk xi **persuna assicurata** vvjaġġat kontra l-parir ta' **tabib** jew tkun qed tivvjaġġa kontra l-parir ta' **tabib** kieku kienu hadet parir ta' din ix-xorta.
- c) Kull klejm għal xi kondizzjoni medika jekk xi wahda minn dawn li ġejjin kienet tapplika meta **int** xtrajt il-**polza tiegħek** jew meta bbukkajt il-**vjaġġ tiegħek** (skont liema jiġi l-aħħar):

Jekk **int**:

- i) kont irċevejt parir, medikament jew kura għal xi mard jew leżjoni serji, kroniċi jew rikorrenti fl-aħħar 12-il xahar sakemm **int** ma tkunx għedt **lilna** bil-kondizzjoni u **aħna** nkunu aċċettajna l-pożizzjoni bil-miktub.
- ii) kont qed tkun ittestjat jew qed tistenna r-riżultati għal xi kondizzjoni li nsabet f'dijanjosi jew li ma tkunx għadha nstabet f'dijanjosi sakemm **int** ma tkunx għedt **lilna** bil-kondizzjoni u **aħna** nkunu aċċettajna l-pożizzjoni bil-miktub.
- iii) kont f'lista ta' pazjenti qed jistennaw li jingħataw kura l-isptar bhala *in-patients* jew jekk kont taf bil-htieġa ta' kura l-isptar bhala *in-patient* għal xi

kondizzjoni li nsabet f'dijanjosi jew li ma tkunx ghadha nstabt f'dijanjosi sakemm **int** ma tkunx ghedt **lina** bil-kondizzjoni u **ahna** nkunu aċċettajna l-pożizzjoni bil-miktub.

iv) kien intqal **lilek** li kellek mard terminali.

d) Kull klejm għal kondizzjoni medika jekk **int** ingħatajt parir mediku għal mard jew leżjoni potenzjalment serji bejn meta bbukkjajt il-**vjaġġ tiegħek** u d-data tal-bidu tal-**vjaġġ** sakemm **int** ma tkunx ghedt **lina** bil-kondizzjoni u **ahna** nkunu aċċettajna l-pożizzjoni bil-miktub.

e) Kull klejm għal kondizzjoni medika li għaliha **int** kont qed tippjana li tiehu kura medika waqt il-**vjaġġ tiegħek**.

f) Kull klejm għal:

i) l-ispejjeż ta' kura fi sptar jew biex tmur lura d-**dar** qabel li ma jkunux awtorizzati **minna** bil-quddiem.

ii) l-ispejjeż ta' kull kura jew kirurġija mhux ta' emerġenza inkluzi testijiet esploratorji li mhumiex direttament relatati mal-mard jew leżjoni li minhabba fiha **int** originarjament dħalt l-isptar.

iii) kull forma ta' kura li t-**tabib** li jkun qed jikkura **lilek** u **ahna** jidhrilna li jistghu raġonevolment jistennew biex isiru sakemm **int** tiġi lura **Malta**.

iv) kirurġija kozmetika.

v) medikament li, meta beda l-**vjaġġ tiegħek**, **int** kont taf li **int** ikollok bżonnu waqt li **int** tkun barra.

vi) l-ispejjeż addizzjonali kollha biex **int** kellek kamra waħdek jew privata.

vii) kura jew servizzi mogħtijin minn spa sanitarju, **dar** ta' konvalescenza jew kura jew xi ċentru ta' riabilitazzjoni.

viii) kull kura wara li **int** tkun ġejt lura **Malta**.

g) Kull klejm li tirriżulta minn:

i) kull stat ta' ansjetà, depressjoni, dizordni mentali, nervuża jew emozzjonali li saret dijanjosi tagħha qabel **int** xtrajt il-**polza tiegħek** jew meta bbukkjajt il-**vjaġġ tiegħek** (skond liema jiġi l-aħħar).

- ii) tqala jew twellid meta d-data mistennija tat-twelid hija inqas minn 12-il Ġimgħa (16-il ġimgħa fil-każ ta' tqala multipla) qabel id-data tal-bidu tal-**vjaġġ tiegħek**.
  - iii) sehem li **int** tiehu f'xi attivitajiet ta' titjir jew aerji oħra ta' kull xorta minbarra bhala passigġier li jhallas nol f'ajruplan li għandu liċenzja shiha biex igorr passigġieri.
  - iv) irkib fuq mutur li **int** tagħmel bhala rikkieb jew passigġier fuq magna tal-fuq minn 125cc.
  - v) irkib fuq mutur li **int** tagħmel bhala rikkieb jew passigġier fuq magna 125cc jew inqas sakemm **int** ma tkunx liebes *crash helmet* u, bhala rikkieb, **int** għandek liċenzja valida biex issuq mutur fil-pajjiż li jkun qed jintuza.
  - vi) kull involviment **tiegħek** f'xogħol manwali ta' kull xorta.
  - vii) parteċipazzjoni **tiegħek** f'**attivitajiet esklużi** sakemm ma jidhrux bhala koperti fl-**Iskeda tal-polza tiegħek**.
  - viii) parteċipazzjoni **tiegħek** fi spedizzjonijiet.
  - ix) parteċipazzjoni **tiegħek** bhala membru tal-ekwipaġġ fuq bastiment li jivvjaġġa minn pajjiż għal iehor.
- h) Spejjeż li tagħmel wara deċiżjoni **tiegħek** li ma tiġix lura Malta wara d-data meta, fil-fehma **tagħna**, kien ikun sikur li **int** tagħmel dan.
- i) Kull klejm li tirriżulta minn mard li **int** ma hadtx it-titqib irrikmandat u/jew ma hadtx il-medikament irrikmandat kontrih.
- j) Kull klejm li tirriżulta minn suwiċidju, attentat ta' suwiċidju, leżjoni intenzjonata fuqek innifsek u espożizzjoni deliberata għall-periklu min-naħa **tiegħek** sakemm din ma ssirx f'tentattiv biex issalva hajjet xi hadd.
- k) Kull klejm li tirriżulta milli **int** tkun taht l-influenza tal-alkoħol, solventi jew drogi (minbarra drogi preskritti minn tabib jekk mhux għal kura mill-abbuż tad-droga).
- l) Kull haġa li qiegħda fl-Eċċezzjonijiet Generali.

## LIMITU TAL-KOPERTURA

L-aktar li **aħna** nħallsu taħt din it-Taqsima għal kull **persuna assicurata** hu l-ammont muri fl-**Iskeda**.

## TAQSIMA 3 - BENEFIĊĠJU TA' SPTAR

Jekk **int** qed tikklijemja spejjeż mediċi li huma koperti taħt Taqsima 2 **aħna** nħallsu wkoll **lilek** l-ammont muri fl-**Iskeda** għal kull 24 siegħa li **int** tkun qed tiġi kkurat bħala *in-patient* fi sptar barra minn **Malta** għal spejjeż inċidentali li **int** ikollok thallas bħalma huma telefonati.

**Aħna** ma nkoprux:

L-eċċezzjonijiet imnizzlin taħt Taqsima 2 hawn fuq.

## LIMITU TAL-KOPERTURA

L-aktar li **aħna** nħallsu taħt din it-Taqsima għal kull **persuna assicurata** hu l-ammont muri fl-**Iskeda**.

## TAQSIMA 4 - RESPONSABBILTÀ TIEGHEK LEJN OHRAJN

**Ahna** nkopru lilek kontra:

Responsabbiltà legali għal hsarat, spejjeż ta' min jikklejmja u spejjeż li jirriżultaw minn aċċident waqt il-**vjaġġ tiegħek** jekk:

- i) xi hadd ikorri, jimrad jew imut aċċidentalment, jew
- ii) propjetà tintilef jew jiġrilha hsara aċċidentalment.

**Ahna** nħallsu wkoll l-ispejjeż tad-difiża u spejjeż oħra **tiegħek** jekk **ahna** niftiehm u minn qabel fuqhom.

Fil-każ tal-mewt **tiegħek**, **ahna** nkopru wkoll lir-rappreżentanti legali personali **tiegħek** fir-rigward tar-responsabbiltà **tiegħek** koperta minn din il-**polza** sakemm ir-rappreżentanti legali personali **tiegħek** josservaw it-termini ta' din il-**polza** safejn dawn jistgħu japplikaw.

**Ahna** ma nkoprux:

a) Xi multa jew danni eżemplari (li jikkastigaw jew huma maħsuba biex jikkastigaw lill-persuna responsabbli aktar milli jagħtu kumpens) li **int** ikollok thallas.

b) Kull responsabbiltà li tirriżulta minn:

- i) leżjoni jew mard jew mewt ta' xi hadd waqt li jkun qed jaħdem **miegħek**.
- ii) mewt jew leżjoni lil nies li huma membri tal-familja **tiegħek** jew li **joqogħdu miegħek** jew li huma **qraba viċini tiegħek** jew kumpanji tal-ivvjaġġar **tiegħek**.
- iii) telf jew hsara lil propjetà **tiegħek** jew li qiegħda fil-kura **tiegħek**.
- iv) telf jew hsara lil propjetà li hija ta' membri tal-familja **tiegħek** jew li joqogħdu **miegħek** jew li qiegħda fil-kura **tagħhom** jew ta' **qraba viċini tiegħek** jew **kumpanji ta' l-ivvjaġġar tiegħek**.
- v) l-adempiment ta' kuntratti jew il-provvista ta' oġġetti jew servizzi jew il-qadi **minnek** ta' xogħol **tiegħek**.
- vi) involviment **tiegħek** f'xogħol manwali ta' kull xorta.
- vii) il-propjetà jew okkupazzjoni **minnek** ta' xi art jew bini minbarra għall-okkupazzjoni **minnek** ta' akkomodazzjoni temporanja għal vaganzi u f'dan il-każ **ahna** ma nkoprux l-ammont ta' xi klejm muri fl-**lskeda**.
- viii) il-propjetà jew użu **minnek** ta' annimali (minbarra annimali domestiċi), armi tan-nar, kull ajruplan hi x'inhi d-deskrizzjoni inklużi dawk li jtiru mingħajr l-użu ta' enerġija, vetturi motorizzati, dgħajjes jew bastimenti hi x'inhi d-deskrizzjoni minbarra opri tal-baħar misjuqin manwalment, u kull forma oħra ta' tagħmir ta' divertiment motorizzati.
- ix) parteċipazzjoni f'**attivitajiet esklużi** sakemm ma jidhrux bħala koperti fl-**lskeda** tal-**polza tiegħek**.

c) Kull haġa li qiegħda fl-Eċċezzjonijiet Ġenerali.

## LIMITU TAL-KOPERTURA

**Ahna** ma nħallsux b'kollox aktar mill-ammont muri fl-**Iskeda** għal xi aċċident wiehed inklużi l-ispejjeż tad-difiża u spejjeż oħra.

## TAQSIMA 5 - ITTARDJAR TAT-TLUQ

Fil-każ li t-trasport internazzjonali b'ajruplan, bastiment jew ferrovija li **int** tkun ibbukkjajt biex tivvjaġġa bih jittardja milli jitlaq minn **Malta** fil-hin tat-tluq skedat tal-vjaġġ **tiegħek** 'il barra minn **Malta** jew fl-aħħar parti tal-vjaġġ **tiegħek** lura **Malta**,

**ahna** nħallsu:

- 1) L-ammont muri fl-**Iskeda** għal kull perjodu ta' 12-il siegħa shaħ li tulu **int** kellek tittardja.
- 2) L-ispejjeż ta' vvjaġġar u akkomodazzjoni **tiegħek** li ma użajt x u li **int** tkun hallast jew ikkuntrattajt legalment li tħallas iżda ma tistax tiehu lura jekk, wara li **int** kellek tittardja għal aktar minn 24 siegħa l-vjaġġ **tiegħek** 'il barra minn **Malta**, **int** tagħżel li **tabbanduna l-vjaġġ tiegħek**.
- 3) Il-ħlasijiet mhux użati għall-alloġġ ta' klieb jew qtates li **int** ma tkunx tista' tiehu lura.

**ahna** ma nkoprux:

- a) Kull klejm ikkaġunata minn strajk jew azzjoni industrijali li kienu magħrufin pubblikament meta ntrat il-**polza tiegħek** jew meta bbukkjajt il-**vjaġġ tiegħek** skont liema sar l-aħħar.
- b) Kull klejm magħmula għal ivvjaġġar u akkomodazzjoni rranġati bl-użu ta' Skema ta' Mili ta' l-Ajru jew promozzjonijiet simili.
- c) Kull klejm għal rifiżjoni ta' kull spiza magħmula minn persuni mhux imsemmijin f'din il-**polza**.
- d) Kull klejm għal ħlasijiet ta' manigment, spejjeż ta' manutenzjoni jew spejjeż ta' kambju assoċjati ma' *timeshares* jew arrangamenti simili.
- e) Ittardjar jew abbandun ikkaġunati min-nuqqas **tiegħek** li tirreġistra fil-post tat-tluq **tiegħek** fil-hin.
- f) Kull haġa li qiegħda fl-Eċċezzjonijiet Ġenerali.

## KONDIZZJONI SPEĊJALI GĦAL TAQSIMA 5

Il-benefiċċju f'każ ta' ttardjar taht il-paragrafu 1) jinħadem billi tittiehed id-differenza bejn il-hin attwali tat-tluq u l-hin tat-tluq skedat. **Int** għandek tirreġistra fil-hin speċifikat u tinghata konferma bil-miktub mil-linja tal-ajru jew mill-aġenti li jimmaniġġjaw il-valiġġi f'isimhom tad-data attwali u l-hin tat-tluq flimkien mar-raġuni tal-ittardjar.

## LIMITU TAL-KOPERTURA

L-aktar li **aħna** nhallsu taht din it-Taqsima għal kull **persuna assicurata** hu l-ogħla ammont muri fl-**Iskeda**.

## TAQSIMA 6 - TELF TA' TRASPORT INTERNAZZJONALI

Jekk, b'riżultat dirett ta':

- 1) interruzzjoni tas-servizzi tat-trasport pubbliku skedati, ikkaġunata minn tilwimiet tax-xogħol, storbbji ċivili, hsara mekkanika jew maltemp, jew
- 2) il-vettura li **int** tkun qed tivvjaġġa fiha tkun involuta f'aċċident jew waqfien minħabba ħsarat, **int** tasal fil-post finali tat-tluq internazzjonali tard wisq biex tirkeb it-trasport internazzjonali b'ajruplan, bastiment jew ferrovija li **int** tkun ibbukkjajt biex tivvjaġġa bih għall-vjaġġ **tiegħek** 'il barra minn **Malta** jew fl-aħħar parti tal-vjaġġ **tiegħek** lura **Malta**,

**aħna** nkopru **lilek** għal:

l-ispejjeż żejda raġonevoli ta' akkomodazzjoni u vvaġġar biex **int** tkun tista' tasal fid-destinazzjoni **tiegħek**.

**aħna** ma nkoprux:

- a) ebda klejm meta l-linja tal-ajru tkun offriet trasport alternattiv raġonevoli
- b) kull haġa li qiegħda fl-Eċċezzjonijiet Ġenerali.

## KONDIZZJONIJIET SPEĊJALI GĦAL TAQSIMA 6

- i) **Int** għandek tagħmel kulma **int** tista' biex tasal fil-post tat-tluq internazzjonali fil-hin.
- ii) Fil-każ ta' tilwima industrijali **int** tkun kopert biss jekk it-tilwima tithabbar u tibda tul il-**perjodu ta' assicurazzjoni**.
- iii) Jekk **int** tkun qed tikklejmja għaliex il-vettura li fiha **int** tkun tivvjaġġa kienet involuta f'aċċident jew għaliex waqfet minħabba ħsara, **int** għandek tibagħtilna rapport ta' min isewwiha jew rapport tal-pulizija fuq l-aċċident biex tissostanzja l-klejm **tiegħek**.

## LIMITU TAL-KOPERTURA

L-aktar li **aħna** nhallsu taht din it-Taqsima għal kull **persuna assicurata** hu l-ammont muri fl-**Iskeda**.

## TAQSIMA 7 - AĊĊIDENT PERSONALI

**Ahna** nkopru **lilek** għal:

**Leżjoni personali aċċidentali** tul il-**vjaġġ tiegħek** li tirriżulta direttament:

- a) fil-mewt **tiegħek**,
- b) f'**telf tiegħek** ta' id kollha, driegħ kollu, sieq kollha jew riġel kollu **tiegħek** jew il-qtugħ tagħhom mill-polz jew l-ghaksa 'l fuq jew f'**telf** totali ta' vista f'għajh waħda jew fit-tnejn.
- c) **Diżabilità totali permanenti tiegħek** wara 104 ġimgħat (minbarra meta jithallas kumpens taht (b) hawn fuq),

**Ahna** ma nkoprux:

- a) Kull klejm għal mard ta' kull xorta, xokk nervuż jew kondizzjoni li tokkorri b'mod naturali jew proċess degenerattiv.
- b) Kull klejm li tirriżulta minn:
  - i) sehem li **int** tiehu f'xi attivitajiet ta' titjir jew aerji oħra ta' kull xorta minbarra bhala passigġier li jhallas nol f'ajruplan li għandu liċenzja shiħa biex igorr passigġier.
  - ii) irkib fuq mutur li **int** tagħmel bhala rikkieb jew passigġier fuq magna ta' 'l fuq minn 125cc.
  - iii) irkib fuq mutur li **int** tagħmel bhala rikkieb jew passigġier fuq magna 125cc jew inqas sakemm **int** ma tkunx liebes *crash helmet* u, bhala rikkieb, **int** għandek liċenzja valida biex issuq mutur fil-pajjiż li jkun qed jintuza.
  - iv) kull involviment **tiegħek** f'xogħol manwali ta' kull xorta.
  - v) parteċipazzjoni **tiegħek** f'**attivitajiet esklużi** sakemm ma jidhrux bhala koperti fl-**Iskeda tal-polza tiegħek**.
  - vi) parteċipazzjoni fi spedizzjonijiet.
  - vii) parteċipazzjoni **tiegħek** bhala membru ta' l-ekwipaġġ fuq bastiment li jivvjaġġa minn pajjiż għal iehor.
  - viii) suwiċidju, attentat ta' suwiċidju, leżjoni intenzjonata **tiegħek** innifsek jew espożizzjoni deliberata għal periklu sakemm m'hux f'tentattiv biex issalva l-hajja ta' xi hadd.
  - ix) jekk **int** tkun taht l-influwenza tal-alkohol, solventi jew drogi (minbarra drogi preskritti minn tabib iżda mhux għall-kura mill-abbuż tat-droga).
- c) Kull klejm għal għajbien għaliex il-**ġisem tiegħek** ma nstabx fi żmien sena mill-għajbien sakemm
  - i) **ahna** ma nkunux sodisfatti li **int** kont sofrejt **leżjoni personali** li rriżultat fil-mewt **tiegħek** u
  - ii) il-persuna li lilha jsir il-hlas taqbel bil-miktub li trodd lura lilna l-ammont imhallas jekk jinstab li **int** haj.
- d) Kull haġa li qieghda fl-Eċċezzjonijiet Ġenerali.

## KONDIZZJONIJIET SPEĊJALI GHAL TAQSIMA 7

- i) Il-mewt jew diżabbiltà jridu jiġru fi żmien sena mill-aċċident.
- ii) **Int** tista' tikklejmja biss taht oġġett wiehed ta' din it-Taqsima.
- iii) Il-benefiċċji jithallsu **lilek** jew lir-rappreżentant legali **tiegħek**.

## LIMITU TAL-KOPERTURA

L-aktar li **aħna** nħallsu taht din it-Taqsima għal kull **persuna assigurata** hu l-ammont muri fl-**Iskeda**.

## TAQSIMA 8 - OĠĠETTI PERSONALI

**Aħna** nkopru lilek:

Jekk waqt il-**vjaġġ tiegħek int** aċċidentalment titlef l-**oġġetti personali tiegħek** jew jekk jinsterqu jew issirilhom ħsara aċċidentalment wara tnaqqis għal xedd u kedd u deprezzament meta applikabbli.

**Aħna** ma nkoprux:

- a) L-ewwel ammont muri fl-**Iskeda** ta' kull klejm ta' **persuna assigurata**. Iżda l-aktar li **int** ikollok thallas jekk żewġ **persuni assigurati** jew aktar jagħmlu klejm li tirriżulta mill-istess okkorrenza hu l-ammont muri fl-**Iskeda**.
- b) Telf, ħsara jew serq ta' **oġġetti personali li int** thalli **wahedhom** sakemm ma jkunx hemm evidenza ta' dhul bi żgass, f'kamra maqfula, ġo sejf, fil-buta msakkra ta' vettura msakkra.
- c) Ħsara lil valiġġi sakemm ma jistax isir użu aktar minnhom.
- d) Oġġetti tad-dar jew kull haġa mibghuta bhala merkanzija jew li jkollha polza ta' kargu.
- e) Tixxiq, brix jew ksur ta' ħġieġ (minbarra lentijiet f'kamas, kannokkjali, teleskopji jew nuċċalijiet), oġġetti tal-kina jew oġġetti fragli simili u kull xorta ta' telf iehor ikkaġunat minn ksur.
- f) Telf, ħsara jew serq ta' lentijiet ta' kuntatt jew tal-kornea, *fittings* dentali jew mediċi inkluzi idejn jew saqajn artifiċjali.
- g) Telf, ħsara jew serq ta' roti.
- h) Telf, ħsara jew serq ta' kompjuters laptop.
- i) Telf ta' valur, ħsara kkaġunata minn insetti bħal friefet u annimali bħal ġrieden, kondizzjonijiet atmosferiċi, ħsarat mekkaniċi jew kull proċess ta' tindif, tiswija jew restawr.
- j) Kull telf jew serq li **int** ma tirrappurtax lill-pulizija u ġġib rapport bil-miktub minghandhom fi żmien 24 siegħa mis-sejba tat-telfa jew serqa. Meta ma jkunx possibbli li ġġib rapport tal-pulizija, **int** għandek tipprovi prova

indipendenti oħra tat-telfa **tiegħek** bħal ittra mill-kumpanija tat-trasport jew mil-lukanda **tiegħek**.

k) Telf jew serq jew hsara lil **oġġetti prezjużi** li **int** ma tkunx qed iġġorr **miegħek** sakemm **int** tkun żammejthom f'seif jew kaxxa depożitarja sikura jew f'akkomodazzjoni llokkjata.

l) Bonds, titoli ta' sigurtà jew dokumenti ta' kull xorta.

m) Tagħmir ta' sports tax-xitwa.

n) Tagħmir sportiv li tiġrilu hsara jew jinkiser waqt li qed jintuza.

o) Kull oġġett li r-rilaxx tiegħu ikun ittardjat, jinżamm jew ikun ikkonfiskat mid-dwana jew ufficjali oħra.

p) Oġġett użati f'konnessjoni mal-impjeg **tiegħek**.

q) Films, kasetts, *cartridges* jew diski hlief għall-valur tagħhom bħala materjal mhux użat sakemm ma jkunux inxtraw diġà rrekordjati u f'dan il-każ **aħna** nħallsu sal-prezz kif jidher fil-lista ta' bejgħ bl-imnut.

r) Oġġetti li jmorru malajr, flieken, kraten jew kull telf ieħor ikkaġunat mill-ksur tagħhom.

s) Hsara lil strumenti muzikali li ma jithallewx f'kaxxi ta' materjal iebes imsakkrin.

t) Kull haġa li qieghda fl-Eċċezzjonijiet Generali.

## KONDIZZJONIJIET SPEĊJALI GĦAL TAQSIMA 8

- i) **Int** għandek tara li żzomm sikuri b'mod raġonevoli l-**oġġetti personali tiegħek**.
- ii) Jekk l-**oġġetti personali tiegħek** jintilfu jew issirilhom hsara minn xi awtorità, kumpanija tal-ġarr jew lukanda, **int** għandek tagħmel rapport dettaljat bil-miktub tat-telf jew hsara li saritilhom u ġġib il-konferma tagħhom bil-miktub.
- iii) Fil-każ li l-**oġġetti personali tiegħek** jintilfu jew issirilhom hsara minn linja tal-ajru, **int** għandek iġġib rapport ta' propjetà, tagħti avviż bil-miktub u żzomm kopja tal-klejm lil-linja tal-ajru fil-limitu ta' żmien speċifikat fil-kondizzjonijiet tal-ġarr iżda f'kull każ fi żmien 3 jjiem u żzomm il-biljetti ta' l-ivvjaġġar u t-tikketti kollha jekk **int** tikklejmja taħt din il-**polza**.
- iv) Fil-każ li l-**oġġetti personali tiegħek** jintilfu jew jinsterqu, **int** għandek tiehu l-passi kollha raġonevoli biex issibhom.
- v) Int għandek tkun tista' tipprova li **int** kont responsabbli għall-oġġetti mitlufin, misruqin jew li saritilhom hsara u kemm jiswew. Jekk **int** ma tistax tagħmel dan, dan jista' jolqot il-klejm **tiegħek**.
- vi) **Aħna** nissetiljaw kull klejm skond l-għażla tagħna billi nħallsu jew nissostitwixxu. **Aħna** nissetiljaw klejms għal **oġġetti personali** skond il-baži tal-valur tagħhom fil-hin li ntilfu jew saritilhom hsara. **Aħna** ma nħallsux il-prezz biex nissostitwuhom b'oġġetti ġodda u **aħna** ma nħallsux aktar mill-prezz tax-xiri originali ta' oġġett mitluf jew li saritlu hsara.
- vii) Fil-każ li **int** tagħmel ukoll klejm taħt Taqsima 9, Valiġġi Ttardjati, dan l-ammont jitnaqqas mill-ammont ikklejmjat taħt din it-Taqsima.

## LIMITU TAL-KOPERTURA

L-aktar li **ahna** nhallsu taht din it-Taqsima ghal kull **persuna assicurata** hu l-ammont muri fl-**Iskeda** għall-**Oġġetti Personali**, skont il-limiti ta' kull Artiklu jew Par u **Oġġetti ta' Valur**.

## TAQSIMA 9 - VALIĠĠI TTARDJATI

### **Ahna** nhallsu lilek:

biex tixtri oġġetti essenzjali jekk il-valiġġi **tiegħek** jintilfu temporanjament fil-vjaġġ 'il barra mill-pajjiż u **int** tibqa' minghajrhom għal aktar minn 12-il siegħa.

### **Ahna** ma nhallsux:

- i) Kull klejm għal valiġġi ttardjati, mizmumin jew ikkonfiskati mid-dwana jew minn uffiċjali oħra.
- ii) Kull haġa li qiegħda fl-Eċċezzjonijiet Ġenerali.

## KONDIZZJONIJIET SPEĊJALI GHAL TAQSIMA 9

- a) Biex tikkljemja taht din it-Taqsima, **int** għandek iżzomm riċevuta ta' kull ma **int** tixtri u ġġib konferma bil-miktub mil-linja tal-ajru tan-numru ta' sığhat li **int** għamilt minghajr il-valiġġi **tiegħek**.
- b) Kull ammont li jithallas taht din it-Taqsima jitnaqqas mill-ammont li jithallas taht Taqsima 8 fil-każ li l-valiġġi **tiegħek** jintilfu b'mod permanenti.

## LIMITU TAL-KOPERTURA

L-aktar li **ahna** nhallsu taht din it-Taqsima għal kull **persuna assicurata** hu l-ammont muri fl-**Iskeda**.

## TAQSIMA 10 - TELF TA' PASSAPORT

### **Ahna** nkopru lilek:

Jekk il-passaport jew il-visa **tiegħek** jintilfu jew jinsterqu waqt li **int** tkun barra minn **Malta**, għal ivvjaġġar, akkomodazzjoni u spejjeż żejda ta' komunikazzjoni neċessarji u raġonevoli li **int** ikollok thallas biex iġġib passaport jew visa temporanji u l-prezz attwali tad-dokumenti temporanji.

### **Ahna** ma nhallsux:

- a) Telf jew serq tal-passaport jew visa **tiegħek** li **int** ma tirrappurtax lill-pulizija u ġġib rapport bil-miktub minghandhom fi żmien 24 siegħa minn meta tinduna.
- b) Telf jew serq tal-passaport jew visa **tiegħek** waqt li jithallew **wahedhom**.
- c) Kull haġa li qiegħda fl-Eċċezzjonijiet Ġenerali.

## KONDIZZJONI SPEĊJALI GHAL TAQSIMA 10

**Int** għandek dejjem tiegħu f'isieb raġonevoli li żżomm il-passaport u l-visa **tiegħek** fis-sikur. Jekk il-passaport u l-visa **tiegħek** jintilfu jew jinsterqu, **int** għandek tiegħu l-passi raġonevoli kollha biex terġa' ssibhom.

## LIMITU TAL-KOPERTURA

L-aktar li **aħna** nħallsu taħt din it-Taqsima għal kull **persuna assicurata** hu l-ammont muri fl-**Iskeda**.

## TAQSIMA 11 - FLUS PERSONALI

**Aħna** nħallsu lilek:

Jekk il-**flus personali tiegħek** jintilfu jew jinsterqu waqt il-**vjaġġ tiegħek**.

**Aħna** ma nħallsux għal:

- a) L-ewwel ammont muri fl-**Iskeda** ta' kull klejm ta' **persuna assicurata**. Iżda l-aktar li **int** ikollok thallas jekk żewġ **persuni assicurati** jew aktar jagħmlu klejm li tirriżulta mill-istess okkorrenza hu l-ammont muri fl-**Iskeda**.
- b) Kull telf jew serq li **int** ma tirrappurtax lill-pulizija u ġġib rapport bil-miktub minghandhom fi żmien 24 siegħa minn meta tinduna.
- c) Kull **flus personali** li jkunu ttradjati, miżmumin jew ikkonfiskati mid-dwana jew minn uffiċjali oħra.
- d) Bonds, titoli ta' sigurtà jew dokumenti ta' kull xorta.
- e) Telf jew serq ta' **flus personali** li ma jkunux fil-valiġġa **tiegħek** li ġġorr f'idek waqt li **int** tkun qed tivvjaġġa.
- f) Telf jew serq ta' **flus personali** waqt li jithallew **wahedhom**.
- g) Nuqqasijiet ta' flus minhabba żbalji, jew telf minhabba bdil fir-rati tal-kambju.
- h) Telf jew serq ta' ċekkijiet tal-vjaġġaturi jekk **int** ma kkonformajtx mal-kondizzjonijiet ta' min hariġhom jew meta min hariġhom jipprovdi servizz ta' rimpjazzament.
- i) Kull haġa li qiegħda fl-Eċċezzjonijiet Generali.

## KONDIZZJONIJIET SPEĊJALI GĦAL TAQSIMA 11

- i) **Int** għandek dejjem tiegħu hsieb raġonevoli li żżomm il-**flus personali tiegħek** fis-sikur. Fil-każ li l-**flus personali tiegħek** jintilfu jew jinsterqu, **int** għandek tiegħu l-passi raġonevoli kollha biex terġa' ssibhom.
- ii) **Int** għandek tkun tista' tipprova li l-**flus personali** mitlufin jew misruqin huma **tiegħek** u kemm jiswew. Jekk **int** m'intix kapaċi tagħmel dan, dan jista' jolqot il-klejms **tiegħek**.

## LIMITU TAL-KOPERTURA

L-aktar li **aħna** nħallsu taħt din it-Taqsima għal kull **persuna assicurata** hu l-ammont muri fl-**Iskeda**.

## TAQSIMA 12 - HTIF TA' MEZZI TAT-TRASPORT

**Aħna** nkopru lilek:

Għall-ammont muri fl-**Iskeda** għal kull perjodu ta' 24 siegħa sħaħ li tulhom tkun miżmum fil-każ ta' htif tal-mezz tat-trasport li **int** tkun qed tivvjaġġa fuqu.

**Aħna** ma nkoprux:

Fil-każ ta' klejms li ma jkunux sostanzjati minn rapport mill-awtoritajiet involuti li juri d-dettalji kollha tal-aċċident.

# EĊĊEZZJONIJIET ĠENERALI

## Dawn l-Eċċezzjonijiet Ġenerali Japplikaw għat-Taqsimiet Kollha tal-Polza

### 1 Kontaminazzjoni Radjuattiva u Tifqighat Soniċi

**Aħna** ma nħallsux telf hsara responsabbiltà jew spejjeż li direttament jew indirettament huma kkaġunati minn jew li għalihom jikkontribwixxu jew li jirriżultaw minn:

- a) radjazzjonijiet jonizzanti minn jew kontaminazzjoni b'radjuattività minn fjuwil nukleari jew minn skart nukleari jew minn kombustjoni ta' fjuwil nukleari. Telf jew hsara jew responsabbiltà kkaġunati minn sustanzi kimiċi u bijoloġiċi li mhumiex użati għall-finijiet ta' paċi huma wkoll esklużi,
- b) propjetajiet radjuattivi, tossiċi, splussiv jew perikolużi jew kontaminanti oħra ta' xi stallazzjoni nukleari, reattur jew muntatura nukleari oħra jew komponent nukleari tagħha,
- c) xi arma tal-gwerra li tuża fissjoni u/jew fużjoni atomika jew nukleari jew xi reazzjoni jew forza jew materja radjuattiva li tixbahha,
- d) mwieġ ta' pressjoni minn ajruplani jew apparati tal-ajra oħrajn li jimxu b'veloċità sonika jew supersonika.

### 2 Riskji minn Energija Nukleari

**Aħna** ma nħallsux telf hsara responsabbiltà jew spejjeż li direttament jew indirettament huma kkaġunati minn jew li għalihom jikkontribwixxu jew li jirriżultaw minn Riskji konnessi ma' Energija Nukleari.

Għall-finijiet kollha ta' din il-polza Riskji konnessi ma' Energija Nukleari għandha tfisser:

- i) Kull propjetà fis-sit ta' stazzjon ta' enerġija nukleari, Reatturi Nukleari, binjiet u impjanti u tagħmir ta' reatturi li jkunu f'xi sit minbarra stazzjon ta' enerġija nukleari.
- ii) Kull propjetà fi kwalunkwe sit (inklużi iżda mhux limitati għal siti msemmija f'i) hawn fuq, użata jew li kienet użata għall-:
  - a) Ġenerazzjoni ta' enerġija nukleari; jew
  - b) Produzzjoni, Użu jew hażna ta' Materjal Nukleari.
- iii) Kull propjetà oħra li tista' tkun assigurata mill-Grupp u/jew Assoċjazzjoni ta' Assigurazzjoni Nukleari iżda limitata biss għar-rekwiżiti tal-Grupp u/jew Assoċjazzjoni lokali.
- iv) Il-fornitura ta' oġġetti u servizzi lil kull xorta ta' sit, deskritti f'i) sa iii) hawn fuq, sakemm dawn l-assigurazzjonijiet jew riassigurazzjonijiet jeskludu l-perikli ta' irradjazzjoni u kontaminazzjoni minn Materjal Nukleari.

### Definizzjonijiet

"Materjal Nukleari" tfisser:

- i) Ebda fjuwil nadif, minbarra uranju naturali jew uranju mdgħajfef, li jista' jipproduċi enerġija bi proċess ta' fissjoni konkatenat li jsostni lili nnifsu u li jkun barra minn Reattur Nukleari, jew għalih wahdu jew f'kombinazzjoni ma' xi materjal ieħor; u

ii) Prodotti jew Skart Radjuattivi.

“Prodotti jew Skart Radjuattivi” tfisser kull materjal radjuattiv prodott, jew kull materjal magħmul radjuattiv permezz ta’ espożizzjoni għar-radjazzjoni, fil-produzzjoni jew utilizzazzjoni ta’ fjuwil nukleari, iżda ma jinkludix radjuisotopi li jkunu laħqu l-istadju finali ta’ fabrikazzjoni biex ikunu jistgħu jintużaw għal xi skop xjentifiku, mediku, agrikolu jew industrijali.

“Stallazzjoni Nukleari” tfisser:

- i) Kull Reattur Nukleari;
- ii) Kull fabrika li tuża fjuwil nukleari għall-produzzjoni ta’ Materjal Nukleari, kull fabrika għall-ipproċessar ta’ Materjal Nukleari, inkluża kull fabrika għar-riproċessar ta’ fjuwil nukleari rradjat; u
- iii) Kull faċilità fejn jinħażen Materjal Nukleari, minbarra ħżin incidentali għall-ġarr ta’ materjal ta’ din ix-xorta.

“Reattur Nukleari” tfisser kull struttura li jkun fiha fjuwil nukleari rranġat b’mod li proċess ta’ fissjoni konkatenat li jsoġni lilu nnifsu jista’ jiġri fih mingħajr is-sors addizzjonali ta’ newtroni.

“Produzzjoni, Użu jew Ħżin ta’ Materjal Nukleari” tfisser il-produzzjoni, manifattura, arrikkiment, kondizzjonar, ipproċessar, riproċessar, użu, ħżin, immaniġġjar u rimi ta’ Materjal Nukleari.

“Propjetà” għandha tfisser kull art, bini, struttura, impjant, tagħmir, vettura, kontenut (inklużi likwidi u gassijiet, iżda mhux b’mod limitat għalihom biss) u kull materjal kemm fiss kemm mhux ta’ kull xorta ta’ deskrizzjoni.

“Zona jew Spazju ta’ Radjuattività Għolja” tfisser:

- i) Fil-każ ta’ stazzjonijiet ta’ enerġija nukleari u Reatturi Nukleari, il-kontenitur jew struttura li attwalment ikun fiha l-qalba (inklużi l-apoġġi u għata tagħha) u l-kontenut kollu tagħha, l-elementi ta’ fjuwil, l-iżbarri tal-kontroll u l-maħżen tal-fjuwil irradiat, u
- ii) Fil-każ ta’ stallazzjonijiet Nukleari non-reatturi, kull spazju fejn il-livell ta’ radjuattività jitlob li jkun hemm tarka bijoloġika.

### 3. Gwerra

**Aħna** ma nħallsux telf ħsara nefqa jew spejjeż ta’ kull xorta li direttament jew indirettament huma kkaġunati minn jew li jirriżultaw minn jew f’konnessjoni ma’ xi waħda minn dawn li ġejjin:

- a) gwerra, invażjoni, att ta’ għadu barrani, ostilitajiet jew operazzjonijiet li jixbhu gwerra (kemm jekk tkun iddikjarata gwerra kemm jekk le),
- b) gwerra ċivili, rewwixta militari, insurrezzjoni, kommozzjoni ċivili li tiegħu l-proporzjonijiet jew li tammonta għal rewwixta, ribelljoni, rivoluzzjoni, setgħa militari jew użurpata, liġi marzjali jew kull xorta ta’ sakkeġġ f’konnessjoni magħhom,
- c) konfiska jew nazzjonalizzazzjoni jew rekwizizzjoni jew distruzzjoni jew ħsara lil propjetà mill-gvern jew minn awtorità pubblika jew b’ordni tagħhom jew minn xi att jew kondizzjoni inċidentali għal xi waħda minn dawn imsemmija hawn fuq.

Jekk **aħna** nallegaw li, bis-saħħa ta’ din l-esklużjoni, kull telf ħsara nefqa jew spejjeż mhumieq koperti minn din l-assigurazzjoni, il-piż ta’ prova kuntrarja għandu jaqqa’ **fuqek**.

#### 4 Tingis jew Kontaminazzjoni

**Ahna** ma nħallsux għal kull xorta ta' telf, hsara, responsabbiltà legali u spejjez ta' kull xorta kkaġunati direttament jew indirettament minn tingis jew kontaminazzjon li:

- i) huma kkaġunati intenzjonalment, jew
- ii) kienu jew li setghu kienu mistennija, jew
- iii) minn okkorrenza ta' f'daqq, jew
- iv) ma ġewx ikkaġunati tul xi perjodu ta' assigurazzjoni.

#### 5. Hsara Eżistenti

**Ahna** ma nħallsux għal xi telf jew hsara li jokkorru jew jirrizultaw minn okkorrenza li tiġri qabel ma' din l-assigurazzjoni tidhol fis-sehħ.

#### 6 Virusis tal-Kompjuter u Bidla ta' Data

Din l-assigurazzjoni ma tkoprix:

- i) telf jew qerda jew hsara lil xi propjetà jew xi telf jew nefqa li tirrizulta minn din il-hsara jew tohroġ minnha jew xi telf konsegwenzjali mgarrab **minnek**,
- ii) xi responsabbiltà legali ta' kull xorta,
- iii) xi mewt, leżjoni personali jew mard,

ikkaġunati direttament jew indirettament minn, ikkontribwiti minn, jew li jikkonsistu fi, jew li jirrizultaw mill-hsara jew nuqqas ta' abilità ta'

- a) kompjuter jew tagħmir awżiljari,
- b) softwer tas-sistema tal-kompjuter, programm jew *spreadsheet*,
- c) tagħmir għall-ipproċessar tad-data, tagħmir tal-midja jew awżiljari,
- d) mikroċippa, ċirkuwitu integrat jew apparat simili,
- e) tagħmir jew sistemi ta' telekomunikazzjoni,
- f) kull sistema oħra għal ipproċessar, hżin, trażmissjoni, żamma jew bġhit lura ta' data,

kemm jekk hi propjetà **tiegħek** kemm jekk le u li ssir qabel, tul jew wara s-sena 2000 biex

- i) jagħrfu b'mod korrett xi data bħala d-data kalendarja vera tagħhom jew il-valur veru tagħhom,
- ii) taqbad, issalva jew iżzomm u/jew timmanipula, tinterpreta, tittrażmetti, tibgħat lura jew tipproċessa b'mod korrett xi data jew informazzjoni jew kmand jew struzzjoni b'rizultat tat-trattament ta' xi data li mhix id-data kalendarju vera tagħhom jew il-valur veru tagħhom,
- iii) taqbad, issalva, iżzomm jew tipproċessa b'mod korrett xi data b'rizultat tal-operazzjoni ta' xi kmand jew loġika li kienet ipprogrammata jew inkorporata f'xi haġa msemmija f'(a) sa (f) hawn fuq li tkun kmand jew loġika li jikkaġunaw it-telf ta' data jew in-nuqqas ta' abilità li taqbad, issalva, iżzomm jew tipproċessa b'mod korrett tali data f'xi data jew warajha.

# KONDIZZJONIJIET ĠENERALI

## Dawn il-Kondizzjonijiet Ġenerali Japplikaw għat-Taqsimiet Kollha tal-Polza

### 1 Estensjoni Awtomatika

Jekk qabel jiskadi l-perjodu ta' assigurazzjoni **int** ma tithalliex, minhabba leżjoni personali jew mard **tiegħek**, tagħmel il-**vjaġġ** lura maħsub **tiegħek**, it-tul ta' din il-**polza** jittawwal awtomatikament sa 30 ġurnata bla hlas ta' primjum addizzjonali. F'dan il-każ **aħna** nkomplu nħallu kura medika taħt Taqsima 2 suġġett għal ammont massimu muri fit-tabella ta' Kumpens għall-**Pjan** li **int** tkun għazilt kif speċifikat fl-**Iskeda**, għal dan il-perjodu jew għal dik l-estensjoni ta' dan il-perjodu kif ċertifikat mit-tabib bhala neċessarju.

### 2 Tip ta' Vjaġġar

Din il-**Polza** tapplika biss għal persuni residenti fil-Gżejjer **Maltin** li jkunu qed jieħdu vaganza konvenzjonali mhux għal xogħol, jew vjaġġi għal negozju li fihom ma jsirx xogħol manwali. **Int** għandek tavgana jekk **int** bihsiebek tinkludi vaganza sportiva ppjanata tul il-**vjaġġ tiegħek**.

### 3 Ġenerali

- Aħna** nagħtu kopertura taħt din il-**Polza** biss jekk l-informazzjoni materjali li **int** tajt **lilna** meta applikajt għal assigurazzjoni jew meta tagħmel klejm, jew billi titkellem magħna jew f'xi dokument, hija vera safejn taf **int**.
- Biex tkun kopert minn din l-assigurazzjoni, **int** għandek tosserva t-termini, kondizzjonijiet u **endorsements** ta' din il-**Polza**.

### 4 Dmir Tiegħek li ma Thallix Isiru Telf jew Hsara

**Int** għandek tagħmel dak kollu li **int** tista' raġonevolment tagħmel biex ma thallix isiru telf jew hsara lil propjetà li hija assigurata taħt din il-**Polza**.

### 5 Proċedura f'Każ ta' Klejms

Malli **int** issir taf b'okkorrenza jew kawża li jistgħu jwasslu għal klejm taħt din il-**Polza**, **int** jew ir-rappreżentanti legali **tiegħek** għandkom:

- tinfirmaw **lilna** immedjatament u tagħtuna a spejjeż **tiegħek** l-informazzjoni u l-ghajjnuna kollha li **aħna** neħtieġu,
- tinfirmaw lill-pulizija immedjatament dwar il-propjetà li ntilfet, insterqet jew saritilha hsara malizzjożament,
- tagħmlu dak li **intom** raġonevolment tistgħu biex issibu xi propjetà miltufa jew misruqa,
- tinfirmaw immedjatament lill-awtorità li tkun harġithom b'**kards ta' kreditu jew debitu** mitlufin jew misruqin,
- tghaddu **lilna** immedjatament u bla mwiegħba kull ċitazzjoni ta' kull xorta jew xi dokumenti legali oħrajn li jintbagħtu **lilkom** jew lil xi **persuna assigurata** f'konnessjoni ma' xi klejm għal responsabbiltà legali li tirriżulta minn leżjoni jew hsara,
- ma tiddiskutux, ma tammettux, ma tiċhdux u ma tinnegozjawx ma' xi haddiehor fuq xi klejm mingħajr il-permess bil-miktub **tagħna**.

## 6 Frodi

Meta tinqabad frodi (inkluża esaġerazzjoni), ma jithallsux klejms u **aħna** nistgħu nirreferu l-materja lill-pulizija għal proċeduri kriminali. Il-**polza** jista' jkun li ma ssirx invalida iżda **aħna** nistgħu wkoll nieħdu azzjoni oħra konsistenti mad-drittijiet legali **tagħna**.

## 7 Drittijiet u Responsabbiltajiet

- a) Wara li nkunu hallasna xi klejm, kull rikavat minn salvataġġ isir propjetà **tagħna**. Iżda **int** m'għandekx tabbanduna propjetà **lilna** imma tistenna l-istruzzjonijiet tagħna kif tiddisponi minnha.
- b) **Aħna** nistgħu nieħdu f'idejna u mmexxu fl-isem **tiegħek**, b'kontroll sħiħ u esklussiv, id-difiża jew il-ħlas ta' xi klejm.
- c) **Aħna** nistgħu a spejjeż tagħna u għall-benefiċċju **tagħna** stess nibdew proċeduri legali fl-isem **tiegħek** biex nirkupraw kumpens minn oħrajn fir-rigward ta' kull ammont imħallas jew li jista' jithallas taħt din il-**polza**.
- d) Fil-każ ta' klejm jew sensiela ta' klejms li jirriżultaw minn okkorrenza waħda li jinvolvu responsabbiltà legali koperta minn din il-**polza**, **aħna** nistgħu jew inhallsu sal-limitu muri fl-**Iskeda** wara li jitnaqqsu ammonti mhallsin qabel jew xi ammont inqas li **aħna** bih nistgħu nissettiljaw il-klejm **tiegħek**. Darba li **aħna** nkunu hallasna, **aħna** ma jkollna ebda responsabbiltà ulterjuri fir-rigward tal-klejm **tiegħek**.

## 8 Kontribuzzjoni ta' Assigurazzjonijiet Oħrajn

Jekk xi telf, ħsara jew responsabbiltà li **int** qed tikklejmja għalihom taħt din il-**Polza** huma koperti minn xi assicurazzjoni oħra, **aħna** nhallsu biss is-sehem proporzjonali **tagħna** ta' dik il-klejm.

## 9 Arbitraġġ

- a) Jekk **aħna** ma naqblux fuq l-ammont li għandu jithallas taħt din il-**Polza** (wara li tkun diġà għet ammassa r-responsabbiltà), **int** u **aħna** għandna d-dritt li nirreferu għal arbitraġġ. **Aħna** niktibulek biex ngħarrfuk b'din l-għażla u mbagħad **int** trid tiktbilna u tghid **lilna** jekk **int** trid x tipproċedi. Jinhatar arbitru skont id-dispożizzjonijiet statutorji fis-sehħ f'dak il-mument jew kif ikunu emendati jew sostitwiti minn żmien għal żmien. Il-qsim bejnietna tal-ispejjeż kollha tal-arbitraġġ ikun stabbilit mill-arbitru. L-għoti ta' deċiżjoni huwa kondizzjoni preċedenti għal kull dritt ta' azzjoni kontra **tagħna**.
- b) L-użu tal-proċedura ta' arbitraġġ ma jimpedixxi **lilek** milli tappella kontra d-deċiżjoni ta' l-arbitru f'qorti.

## 10 Klawsola ta' Ġurisdizzjoni Maltija

Il-kopertura mogħtija minn din il-**Polza** għandha tapplika biss għal sentenzi jew ordinijiet li jinghataw jew jittieħdu minn Qorti fil-Gżejjer **Maltin** jew minn Qorti f'tali stat membru ieħor tal-Unjoni Europea li skont ir-Regolamenti tal-Unjoni Europea applikabbli kollu ġurisdizzjoni biex jisma' l-każ. Din il-kopertura ma tapplikax għal sentenzi jew ordnijiet meħudin fil-Gżejjer **Maltin** għall-infurzar ta' sentenza meħuda fi mkien ieħor (minbarra f'dak it-tali stat membru tal-Unjoni Europea ieħor kif intqal hawn fuq) jew għal spejjeż ta' kull xorta ta' litigazzjoni rkuprati minn xi hadd li jkun qed jikklejmjahom minghandek għal spejjeż li ma jkunux saru fil-Gżejjer **Maltin** jew f'dak it-tali stat membru ieħor tal-Unjoni Europea.

## IL-PROĊEDURA TAGHNA FIL-KAŻ TA' LMENTI

Il-Middlesea Insurance p.l.c. hi impenjata biex taghti servizzi ta' kwalità tajba. Ahna naghrfu, madankollu, li l-klijenti jistgħu ma jkunux sodisfatti mis-servizz mogħti. F'dan il-każ ahna għandna proċedura għal ilmenti. Biex inkunu ċari, ilment hu definit b'mod wiesa' bħala espressjoni bil-miktub ta' nuqqas ta' sodisfazzjon bis-servizzi li ahna nagħtu jew azzjonijiet li nkunu hadna u li jitolbu reazzjoni. Ahna niddistingwu bejn ilmenti u mistoqsijiet; mistoqsijiet huma nuqqas ta' qbil ma' deċiżjonijiet speċifiċi f'ċirkustanzi speċifiċi.

### Ahna nittrattaw l-ilment tiegħek

Ahna ma nħarsux lejn l-ilmenti bħala xi haġa li m'għandniex bżonnha. Fil-fatt, jistgħu jgħinuna naraw fejn is-servizzi jew proċeduri tagħna jistgħu jittejbu. Għalhekk għarrafna meta thoss li żbaljajna u għamilna xi haġa li thossha mhux sodisfaċenti. Anke jekk ma taħsibx li xi haġa partikolari li tinkwetak hija "ilment", ahna xorta waħda nixtiequ nkunu nafu biha. Int tgħinna nkomplu ntejbu s-servizz tagħna.

### Kif tressaq ilment

L-1 pass: Kif tikkuntattjana

L-ewwel pass hu li titkellem ma' wiehed mill-impjegati tal-Middlesea Insurance p.l.c. jew mal-Aġenti tagħha jekk il-Polza tiegħek irrangawlek għaliha huma. Dan jista' jsir b'mod informali, jew direttament jew bit-telefon.

Ġeneralment l-impjegat li l-aħjar li tkellem ikun il-persuna li tkun ittrattat il-materja li lilek qed thassbek, għaliex ikun fl-aħjar pożizzjoni li jgħinek fil-pront u jirrangawlek. Jekk ma ssibux, jew jekk tippreferi li tavvicina lil xi haddiehor, allura staqsi għall-Maniġer jew għall-persuna ewlenija responsabbli.

Ahna nippruvaw insolvu l-problema immedjatament. Jekk ma nkunux nistgħu nagħmlu dan, allura, ngħidu ahna, niehdu nota ta' dak li jkun qed iħassbek u nirrangaw l-aħjar mod u hin biex nerġgħu nkellmuk. Dan normalment isir fi żmien zewġ ġranet tax-xogħol.

It-2 pass: Azzjoni ulterjuri fuq l-ilment tiegħek

Jekk tibqa' mhux sodisfatt, il-pass li jmiss hu li tikteb lill-Uffiċjal għall-Ilmenti tal-Middlesea Insurance p.l.c., u tindirizza l-ittra bid-dettalji kollha lilu filwaqt li tfisser x'taħseb li mar hażin u x'jidhirlek li jeħtieġ li jsir biex l-affarijiet jitrangaw. Jekk ma thossokx komdu tikteb ittra, int dejjem tista' titlob lil impjegat tagħna jiehu nota tad-dettalji ta' l-ilment, u mbagħad tintalab tiffirmaha int. Int tingħata kopja biex iżzommha għar-referenza. Dan id-dokument jingħadda mill-ewwel lill-Uffiċjal għall-Ilmenti biex jittrattah hu.

Meta l-Uffiċjal għall-Ilmenti jircievi lment bil-miktub, hu għandu jiehu passi biex ikun investigat sewwa. Fi żmien hames ġranet tax-xogħol minn meta jaslilna l-ilment, int tircievi konferma li waslilna u l-ittra tgħidek li għandek tistenna twegiba shiħa. Normalment dan isir fi żmien tliet ġimgħat, sakemm il-materja ma tkunx ikkomplikata hafna, bħal meta jkun hemm il-ftieġa li nikkuntattjaw organizzazzjonijiet oħra. Meta jiġri dan ahna xorta ninfurmawk x'qed isir u ngħidulek meta nistennew li nagħtuk twegiba shiħa.

### Tehid ta' l-ilment tiegħek 'il barra mill-organizzazzjoni

Jekk tibqa' m'intix sodisfatt bit-twegiba ta' l-Uffiċjal għall-Ilmenti, int dejjem tista' tfittex parir lihhinn mill-organizzazzjoni tagħna. Int tista' tikkuntattja lill-Uffiċjal għall-Ilmenti ta' l-Awtorità ta' Malta għal Servizzi Finanzjarji.

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