



## HSBC Bank Malta p.l.c Premier Cardholders Travel Insurance Policy Terms

**Travel Insurance is provided and underwritten by  
Atlas Insurance PCC Limited (Atlas) and not by HSBC.  
Atlas issues a policy to HSBC Bank Malta p.l.c.  
under reference number: 167064 299 002  
(Policy Contract Period effective from 01.01.2022 till 31.12.2024)**

The Terms and Conditions of **Your** Atlas Travel Insurance cover are laid out in this document.

Please note that HSBC Bank Malta p.l.c. assumes no liability or responsibility for any of the contents within the **Atlas** Policy Terms and Conditions as reproduced in this document.

**We** also wish to inform **You** that HSBC Bank Malta p.l.c. has no authority or remit on any decision taken by **Atlas** in respect of any claim and no advice is given on the contract of insurance.

**Please read Your Policy carefully to familiarise Yourself with  
the Policy Eligibility, Benefits, Terms and Conditions**

Please note that free Travel Insurance is only available to **Insured Persons** when payment guarantee, full payment or part payment is made by one of the **Account Holder's** Premier Cards for flights and/or marine transport services and/or travel accommodation related to a **Trip**.

The policy may include a number of limitations and exclusions and it is very important that **You** contact Mediterranean Insurance Brokers (Malta) Limited (**MIB**) before each **Trip** to understand **Your** eligibility, the extent of cover provided and have the opportunity to consider and request any additional cover and protection in line with **Your** requirements.

Any increase in cover or protection will be provided at **Your** own cost.

May **We** also remind **You** of **Your** obligations to take reasonable precautions to ensure the safety and supervision of **Your** property.

### **This Policy is underwritten by Atlas Insurance PCC Limited**

Atlas Insurance PCC Limited as a cell company authorised under the Insurance Business Act 1998 to carry on general business and is regulated by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets.



## HSBC Bank Malta p.l.c

### Premier Cardholders Travel Insurance Policy Terms

Applicable in respect of eligible travel first booked from  
01.01.2022 until 31.12.2024 (both dates inclusive)

#### Introduction and Eligibility

As an HSBC Premier **Cardholder**, **You** are entitled to benefit from free travel insurance cover under the policy issued to the **Bank** provided that payment guarantee, full or part payment is made by the **Account Holder's Card** for flights and/or marine transport services and/or travel accommodation related to a **Trip**.

The **Date of Booking** must be between the Policy Contract Period of 1<sup>st</sup> January 2022 and the 31<sup>st</sup> December 2024. (see also definition of **Period of Insurance** below)

The intention of this document is to provide **You** with details of the insurance cover provided. **Atlas** strongly recommends that **You** read this document in order to familiarise **Yourself** with the policy benefits, terms and conditions.

#### Cover

**Atlas** will, in the event of **Bodily Injury**, death, illness, disease, loss, theft, damage or other events happening within the **Period of Insurance** provide insurance as detailed throughout this policy document.

Policy limits and excesses are shown in the **Limits and Excesses Schedule**.

#### Policy information / Claims

Should **You** require any clarification or if **You** need to make a claim **You** are kindly requested to contact:

**Mediterranean Insurance Brokers (Malta) Limited** (*referred to as **MIB** in this document further on*).

Zentrum Buildings Centre, Level 2,

Mdina Road,

Qormi QRM9010

Tel: +356 2343 3234 or email: [hsbcclaims@mib.com.mt](mailto:hsbcclaims@mib.com.mt)

Please also refer to the **Travel Claim Documentation** guide at the end of this document.

HSBC Bank Malta p.l.c. may also be contacted by visiting **Your** local branch and/or by calling the dedicated 24/7 Customer Service on +356 2148 9100 for further support or assistance.

#### Help Lines

It is recommended that **You** keep this document in a safe place and that **You** carry it with **You** when **You** travel.

Please take note of the important medical emergency contact numbers in the **Emergency and Medical Service** Section of these Travel Insurance Policy Terms

#### The Law applicable to the contract

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

The indemnity provided in this policy shall apply only to judgements, orders or awards that are delivered by or obtained from a court within **Malta** or within the country in which the incident or event giving rise to the loss or liability occurred, or in arbitration in **Malta** under **Maltese** statutory provisions.



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## Definitions

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

### **Account**

means a **Card** account

### **Account Holder**

means a **Cardholder** in whose name the **Bank** maintains an **Account**.

### **Atlas**

means Atlas Insurance PCC Limited 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta.

### **Abandonment / Abandon**

means either

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

Claims will be calculated on the number of nights of **Your Trip** which are missed due to **Your** early return or the number of nights for which **You** are hospitalized, quarantined or confined to **Your** accommodation.

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

### **Accompanying Person**

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

### **Baggage**

means luggage, clothing, personal effects, **Valuables** and other articles which belong to **You** (or for which **You** are legally responsible) worn, used or carried by **You** during the **Trip**. Baggage includes articles purchased during the **Trip** but excludes: **Personal Money**, property carried for trade or commercial purposes including business equipment, business documents and business samples and any hired sports equipment or clothing.

### **Bank**

means HSBC Bank Malta p.l.c of Registered Address 116 Archbishop Street, Valletta, Malta.

### **Bodily Injury**

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

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

### **Business Trip**

means a **Trip** wholly or in part for business purposes but excluding manual work.

### **Card**

means a valid HSBC Premier Card and/or Debit Card.

### **Cardholder**

means the natural person who has been issued with a **Card** by the **Bank** including any natural person who is a supplementary cardholder.

**Close Business Associate**

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

**Close Relative**

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

**Communicable Disease**

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

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

**Country of Residence**

means **Malta**, but if the **Insured Person's** country of residence is not **Malta** then, in the event of a claim, it is up to the **Insured Person** to prove the country of residence.

**Date of Booking**

means the date when the earliest payment is made (in full or in part) or guaranteed by **Card** for flights and/or marine transport services and/or accommodation related to **Your Trip**.

**Direct Journey**

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

**Electronics**

means

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

**Endorsement**

means any changes to the terms of the policy including the application of any Optional Cover when requested and accepted by **Atlas**.

**Entry Date**

means the date from which the **Cardholder** is issued with the relative **Account**.

**Excess**

means the amount that **You** will have to pay towards any claim. This applies to each claim per **Insured Person** per section, if applicable.

**Full Value**

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

**Geographical Area**

means anywhere in the world.



### **Home**

means **Your** normal place of residence in **Your Country of Residence**.

### **Insured Person/You/Your**

means all **Account Holders** but extends to include the **Account Holder's**

- a) **Spouse**
- b) partner officially living in the same household;
- c) children (including foster children)
  - up to 18 years of age; or
  - up to the age of 25 and in full-time education living in the same household with **You** or **Your Spouse**; or
  - up to 25 years of age and in full time education outside **Malta** but who were living in **You** or **Your Spouse's** household prior to commencement of studies abroad;

as well as

- d) supplementary cardholders and
- e) only for the purpose of cover under Section A – Cancellation and Abandonment, the fiancé or fiancée for the booked honeymoon

For insured persons aged 76 years and over, please see [Important Conditions relating to Health](#).

Should **You** pass away before renewal of **Your Account/Card**, cover will automatically be transferred to **Your Spouse** or partner or children until **Your Account** is closed.

### **Loss of limb**

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

### **Loss of sight**

means total and irrecoverable loss of sight.

### **Malta/Maltese**

means the islands of Malta, Gozo and Comino.

### **Medical Condition**

means any disease, illness or injury.

### **Medical Practitioner**

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

### **Pandemic and Epidemic**

means pandemic or epidemic, declared as such by the World Health Organisation or any governmental authority.

### **Period of Insurance**

In respect of cancellation cover provided by Section A - Cancellation or Abandonment Charges, the period of insurance shall start from the **Date of Booking** or from the **Entry Date** (whichever is later) till when the **Trip** commences. Cover is not operative if the period from the later of the **Date of Booking** or the **Entry Date** till the **Trip** starts, exceeds 365 days (See General Condition 1 – Eligibility of Travel).

For all other cover under the policy, the period of insurance means the period of the **Trip** but not, in any case, exceeding the Maximum Period per **Trip** shown in the **Limits and Excesses Schedule**. It is understood that the insurance commences when **You** leave **Your Home** or **Your** place of business in **Your Country of Residence** (whichever is the later) to commence the **Trip** and terminates at the time of **Your** return to **Your Home** or place of business in **Your Country of Residence** (whichever is the earlier) on completion of the **Trip**.

The duration of **Your Trip** is automatically extended for the period of the delay up to a maximum of thirty days in the event that **Your** return to **Your Country of Residence** is unavoidably delayed due to an event insured by this policy.

### **Permanent Total Disablement**

means disablement that entirely prevents the **Insured Person** from carrying out his or her usual occupation (or any other suited occupation for which he/she is qualified by knowledge, training, education, ability and experience), continues for 52 weeks and, upon expiry of this period, is beyond hope of improvement.



### **Personal Money**

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

### **Pre-existing Medical Condition**

means any **Medical Condition You** have, or have had, for which **You**

- are awaiting to receive, or have received treatment (including surgery, tests or investigations);
- should be or are taking or have been taking prescribed medication;

within the 12 months prior to the **Date of Booking** or the **Entry Date** (whichever is the later).

### **Public Transport**

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

### **Secure Baggage Area**

means any of the following, as and where appropriate:

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

### **Service Cancellation**

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

### **Spouse**

means **Your** legally recognised husband or wife provided **You** are not legally separated or divorced.

### **Temporary Total Disablement**

means disablement that entirely prevents the **Insured Persons** from carrying out their usual occupation.

### **Terrorism**

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

### **Trip**

means any conventional pleasure trip or **Business Trip** made by the **Insured Person** within the **Geographical Area** which begins from and ends in the **Insured Person's Country of Residence** during the **Period of Insurance** but excluding

- one way trips or journeys and
- trips or journeys within the **Insured Person's Country of Residence** unless these form part of a trip or journey to and from a country outside the **Insured's Person's Country of Residence**.

### **Unattended**

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

### **Valuables**

means any of the following items:

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



## Limits and Excesses Schedule for HSBC Premier Customers

Atlas will not pay more than the following sums insured, benefits or limits in the **Period of Insurance**

All Limits and **Excesses** are per **Insured Person per Trip**

**Maximum period per Trip: 90 days**

Section No	Section	Limits	Excess
A	Cancellation or Abandonment Charges	Limit: €4,800 <ul style="list-style-type: none"> <li>Sub-Limit: €120 for the cost of issuing of a visa permit</li> <li>Sub-Limit: €400 for pre-paid excursions and events (due to medical reasons)</li> </ul>	€50 €0 €30
B	Emergency Medical and Other Expenses	Limit: €235,000 <ul style="list-style-type: none"> <li>Limit: €1,165 for continuation of treatment in the <b>Insured Person's Country of Residence</b> (up to 3 months from the booked return date)</li> </ul>	€50
C	Hospital Benefit	€25 for every complete 24 hours, maximum €475 in the aggregate	Not applicable
D	Personal Accident	See Benefits Specification below *	Not applicable
E	Baggage and Passport	<b>Baggage</b> Sum Insured: €2,350 sub-limited as follows <ul style="list-style-type: none"> <li>Single Article (including <b>Valuables</b>) Sub-Limit: €500</li> <li>Aggregate <b>Valuables</b> Sub-Limit: €850</li> </ul> Delayed <b>Baggage</b> (after 12 hours) Limit: €600 Loss of Passport Limit: €120 (no Excess)	€50
F	Personal Money	Limit: €800	€50
G	Personal Liability	€1,200,000	€50
H	Delayed Departure	<ul style="list-style-type: none"> <li>€50 for every complete 12 hours' delay period - maximum €200 in the aggregate;</li> <li>€4,800 in respect of non recoverable travel and accommodation costs if after 24 hours delay <b>You</b> choose to cancel the <b>Trip</b></li> </ul>	Not applicable €50
I	Missed Departure	Limit: €700	Not applicable
J	Hijack	€120 for every 24-hour period, maximum €500 in the aggregate	Not applicable
K	Hire Vehicle Excess	Limit: €500	Not applicable

### (\* Personal Accident Benefits – Specification

For the purpose of this policy, **You** are deemed to be the age **You** are on the **Date of Booking** or the **Entry Date** (whichever is the later).

BENEFIT	Insured Persons up to age 15 years inclusive	Insured Persons aged 16 to 75 years inclusive
1 Death	€1,250	€120,000
2 <b>Loss of</b> one or more <b>Limbs</b> and/or <b>Loss of sight</b> in one or both eyes	€1,250	€120,000
3 <b>Permanent Total Disablement</b>	€ 1,250	€120,000
4 <b>Temporary Total Disablement</b> (maximum 104 weeks)	N/A	€250 per week





## General Conditions

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

If **You** do not comply, **Atlas** may, at **Atlas'** option, cancel the insurance in **Your** respect or refuse to deal with **Your** claim or reduce the amount of any related claim payment.

### 1. Eligibility for Travel Insurance

For a **Trip** to be eligible for travel insurance:

- a) **You** must use **Your Card** to guarantee payment or make part or full payment in respect of flights and/or marine transport services and/or accommodation related **Your Trip**. See also definition of **Date of Booking** and Introduction and Eligibility above; and
- b) the commencement of **Your Trip** must not be more than 365 days from the **Date of Booking**.

### 2. Multiple Cards

If at the time of any incident which results in a claim under this policy, **You** are eligible for cover under more than one **Card**, only one claim may be made in respect of each incident but the higher/highest benefits under all sections shall prevail.

### 3. Other insurance

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

### 4. Limit payable under this policy for group travel

If 10 or more **Insured Persons** are travelling together at any time during their respective **Trip**, the limit payable under this policy for any claims during this **Trip**, shall be €7,000,000. If the total amount of all claims for bodily injury and other insured expenses arising out of any one event exceeds this amount each individual claim will be proportionately reduced until the total value of all claims does not exceed the said limit.

### 5. Reasonable precautions

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

### 6. Closed or Blocked Accounts

- a) All cover under this policy terminates automatically in **Your** respect as soon as the respective **Account** is closed;
- b) If an **Account** is blocked in the case of **Your** death, cover will be assigned to **Your Spouse** or partner and children.

## Claims Conditions

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

If **You** do not comply, **Atlas** may, at **Atlas'** option, refuse to deal with **Your** claim or reduce the amount of any claim payment.

### 1. Claims

- a) **You** must notify **Atlas** immediately when **You** become aware of any reason why **Your Trip** may be cancelled or **Abandoned**;
- b) **You** must notify **Atlas** with full details in writing as soon as **You** reasonably can, but not later than 30 days from **Your** return to **Your Country of Residence**, following any **Bodily Injury**, illness, disease, incident or event that occurred during **Your Trip**;



- c) **You** must also inform **Atlas** immediately if **You** are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **Atlas** without delay. **You** or anyone acting on **Your** behalf must not negotiate admit or repudiate any claim without **Atlas**' written consent.
- d) **You** or **Your** legal representatives must supply at **Your** own expense all information, reports, evidence (including receipts), details of household and other insurance and medical certificates as required by **Atlas**. **Atlas** reserve the right to require **You** to undergo an independent medical examination at **Atlas**' expense. **Atlas** may also request and will pay for a post-mortem examination.
- e) **You** must retain any property which is damaged, and, if requested, send it to **Atlas** at **Your** own expense. If **Atlas** pay a claim for the **Full Value** of the property and it is subsequently recovered or there is any salvage then it will become **Atlas**' property.
- f) **Atlas** may refuse to reimburse **You** for any expenses for which **You** cannot provide receipts or bills.
- g) **You** may be asked to present a sworn statement (affidavit) at **Your** expense in support of **Your** claim.

## 2. Subrogation

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

## 3. Fraud

**You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:

- a) make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
- b) make a statement in support of a claim knowing the statement to be false in any respect or
- c) submit a document in support of a claim knowing the document to be forged or false in any respect or
- d) make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance, then
  - **Atlas** shall not pay the claim;
  - **Atlas** shall not pay **You** for any other claim which has been or will be made under the policy;
  - all cover under this policy will cease immediately in **Your** respect;
  - **Atlas** shall be entitled to recover from **You** the amount of any claim already paid under the policy;
  - **Atlas** may inform the police of the circumstances.

## 4. Arbitration

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



## Important Conditions relating to Health

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

If **You** do not comply, **Atlas** may, at **Atlas'** option, refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. It is a condition of this policy that **You** will not be covered under:
    - Section A - Cancellation or **Abandonment** Charges
    - Section B - Emergency Medical and Other Expenses
    - Section C - Hospital Benefit
    - Section D - Personal Accident
    - Sub-Section 3 a) of Section M – Winter Sports Extension on a specific Trip (if applicable)
  - a) for any claims if **You** are aged 76 years or over on the **Date of Booking** or the **Entry Date** (whichever is the later)
  - b) for any claims arising directly or indirectly from:
    - i. any **Pre-existing Medical Condition**;
    - ii. any **Medical Condition** for which **You** have received a terminal prognosis;
    - iii. any **Medical Condition** for which **You** are on a waiting list for or have knowledge of the need for surgery, in patient treatment or investigation at a hospital, clinic or nursing home; which **You** are aware of as at the **Date of Booking** or the **Entry Date** (whichever is the later)
  - c) for any claims arising directly or indirectly from any circumstances **You** are aware of as at the **Date of Booking** or the **Entry Date** (whichever is the later) and which could reasonably be expected to give rise to a claim on this policy including, but not limited to:
    - when an **Accompanying Person**, a **Close Relative**, a **Close Business Associate** or a person with whom **You** have arranged to stay is suffering from a **Pre-existing Medical Condition** or a **Medical Condition** as referred to in 1 b) ii, and iii above;
    - when **You** have had signs or symptoms for which a **Medical Practitioner** has not yet been consulted or **You** are awaiting day-patient, in-patient or out-patient treatment
  - d) for any claims arising directly or indirectly from:
    - i. any **Medical Condition** **You** have in respect of which a **Medical Practitioner** has advised **You** not to travel or would have done so had **You** sought his/her advice;
    - ii. any **Medical Condition** for which **You** are travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice outside **Your Country of Residence**;
    - iii. any **Medical Condition** for which **You** are not taking the prescribed medication or recommended treatment as directed by a **Medical Practitioner**;
    - iv. normal pregnancy or childbirth without any accompanying complications.
2. If **You** require private in-patient treatment or repatriation **You** must comply with the conditions of the **Emergency and Medical Service** section.

**You** should also refer to the **General Exclusions**.



## General Exclusions applicable to all Sections of the Policy

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

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

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

1.
  - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
  - b) **Terrorism** caused or contributed to by the use of, release or the threat thereof of any nuclear weapon or device or chemical or biological agent (regardless of any other cause or event contributing concurrently or in any other sequence to the loss) and any action taken in controlling, preventing, suppressing or in any way relating to any act of such **Terrorism**;
2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
3. loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
4. the failure or fear of failure or inability of any equipment or any computer programme, whether or not **You** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date;
5. **Your** pursuit of winter sports unless **You** contact **Atlas**, **You** pay the necessary additional premium and **Atlas** confirms that Section M is operative.  
In such case however the following winter sports activities will remain excluded: Off piste skiing without a guide, skiing against local authoritative warning or advice, ski stunting, free-style skiing, Nordic skiing, ice hockey, bobbing, heli skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, snow cat skiing, snow carting, snow mobiling or the use of bob sleighs, luges or skeletons;
6. **Your** engagement in or practice of: manual work in connection with a profession, business or trade, flying except as a fare paying passenger in a fully-licensed passenger-carrying aircraft, professional entertaining, professional sports, racing (other than on foot or while swimming), motor rallies and motor competitions;
7. **Your** engagement in or practice of: boxing, bungee jumping, canoeing at grade 4 or above, caving or cave diving, canyoning, crewing of a marine craft from one country to another, extreme sports of any kind, expeditions, gliding, gymnastics, hang gliding, high diving, horse riding in competitions, hot air ballooning (unless as part of an organised trip with a qualified pilot), hunting, jet skiing, karate, kayaking, martial arts, micro lighting, organized team sports, parachuting, paragliding, parapenting, polo, pot holing, quad-biking, rafting, rock climbing or mountaineering requiring the use of guides or ropes, shark diving, sky diving, sky surfing, trekking/hiking in excess of 2500 metres altitude, tubing, underwater activities requiring the use of artificial breathing apparatus or wrestling;



8. **You** use, as a driver or passenger, of a motorised two or three wheeled vehicle unless:
  - the vehicle has an engine size of 125cc or lower; and
  - **You** are wearing a crash helmet; and
  - (if **You** are driving) **You** hold a valid driving licence issued in **Your Country of Residence** permitting the use of such vehicle in **Your Country of Residence** as well as within the country where **You** are driving during **Your Trip**.
9. **You** wilfully self-inflicted injury or illness, self-exposure to needless peril (except in an attempt to save human life), suicide or attempted suicide or attempted suicide and sexually transmitted diseases;
10. **You**
  - a) consumption of alcohol, drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction) and solvents impairing **Your** physical ability and/or judgement;
  - b) abuse of alcohol, drugs and/or solvents;
  - c) suffering from the symptoms of or illness due to alcohol, drug and/or solvent dependence and/or withdrawal;
11. **Your** own unlawful action or any criminal proceedings against **You**;
12. HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS and/or mutant derivatives or variations thereof however caused;
13. **Pandemic and Epidemic** including the fear or threat of catching such illness and related advice or action of the World Health Organisation or any governmental authority not to travel;
14. inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto. The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance or compound containing asbestos or waste comprising of or containing asbestos;
15. operational duties of a member of the armed forces;
16. emotional disorders anxiety or panic attacks and hysteria unless they result in admission into a hospital;
17. consequential loss of any kind (for example the replacement of locks following loss of keys);
18. **You** travel to a country or a specific area or event to which the relevant **Maltese** authorities and/or the authorities of **Your Country of Residence** have:
  - advised the public to avoid all travel; or
  - prohibited travel;
19.
  - a) any **Cyber Act** or **Cyber Incident**;
  - b) any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;
  - c) **Loss of Data**.

***Definitions related to General Exclusion 19:***

**Computer System**

means any computer, hardware, software, communications system, electronic devices, server, cloud or microcontroller including any similar system and all related configuration including any associated input, output, data storage device, networking equipment and back up facility.



**Cyber Act**

means an unauthorised, malicious or criminal act or series of related acts including any threat or hoax thereto involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident**

means

- an error or omission or series thereof involving access to, processing of, use of or operation of any **Computer System**; or
- an episode or series of related episodes of partial or total unavailability or failure to access, process, use or operate any **Computer System**.

**Data**

means Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, assessed, processed, transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

20. any person who is not an **Insured Person** even where **You** have paid for the other person's costs. The only exception to this is if cover is agreed for someone to remain with **You** in the event of **Your** illness or injury and **Global Response** agree for another person to remain with **You**.
21. costs which would have been payable if the event being the subject of the claim had not occurred.



## Emergency and Medical Service

In the event of a serious illness or accident in circumstances covered by this policy which may lead to in-patient hospital treatment or before any arrangements are made for repatriation, **You** must contact **Global Response**, a world-wide organisation specialising in emergency assistance services. The service is available to **You** and operates 24 hours a day, 365 days a year for advice and assistance when making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment **You** must contact **Global Response** as soon as possible. Private medical in-patient treatment and repatriation costs are not covered unless authorised specifically by **Global Response** or by **Atlas**.

### Medical assistance abroad

**Global Response** has the medical expertise, contacts and facilities to help should **You**:

- be injured in an accident or
  - fall ill
- and require in-patient medical treatment.

**Global Response** will also arrange transport **Home** when this is considered to be medically necessary.

### Payment for medical treatment abroad

If **You** are admitted to a hospital/clinic while abroad, **Global Response** will arrange for medical expenses covered by the policy to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact **Global Response** on **Your** behalf as soon as possible.

For simple outpatient treatment, **You** should pay the hospital/clinic **Yourself** and claim back medical expenses from **Atlas** on **Your** return to **Your Country of Residence**;

### Contact Global Response on telephone number: (24 Hour Operations)

- **Atlas Clients' Helpline +44 (0) 292 066 2438** or
- **Email: [atlasassist@global-response.co.uk](mailto:atlasassist@global-response.co.uk)**

**Quote policy number 167064 299 002 and advise them that You are insured with Atlas Insurance PCC Limited. Please refer to the *Introduction and Eligibility Section* of this policy.**

### Reciprocal Health Agreements

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

If **You** are traveling to countries within the European Union (EU), European Economic Area (EEA), the United Kingdom or Switzerland, **You** are strongly advised to obtain a European Health Insurance Card from the **Maltese** Government Health Department.

This will entitle **You** to benefit from the reciprocal health arrangements which exist between countries within the EU, EEA, the United Kingdom or Switzerland. In the event of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card or private health insurance, **Atlas** will not apply the deduction of **Excess** under Section B - Emergency Medical and other Expenses.



## Section A - Cancellation or Abandonment charges

### What is covered

Atlas will pay **You**, up to the Cancellation or Abandonment Charges Limit noted in the **Limits and Excesses Schedule**, for

- any irrecoverable unused travel and accommodation costs which **You** have paid or are contracted to pay;
- non-refundable costs in respect of unused excursions, holiday tours, cultural and sports events booked before the occurrence which leads to a claim, up to the sub-limit shown in the **Limits and Excesses Schedule**;
- the cost of a travel visa permit up to the sub-limit shown in the **Limits and Excesses Schedule**;
- any reasonable additional travel expenses incurred (when **You** cannot use **Your** return ticket and unless such expenses are claimed under any other section);

*(NOTE the above includes irrecoverable deposits but it excludes pre-paid hire of ski equipment, pre-paid ski passes and ski tuition)*

if:

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

as a result of any of the following events occurring:

1. **Your** death, **Bodily Injury** or illness or quarantine or that of:
  - a) any **Accompanying Person**;
  - b) any person with whom **You** have arranged to reside temporarily;  
**Your** quarantine must not be the result of any instruction imposed on a community, geographical location or vessel by any government or public authority.
2. The death, serious **Bodily Injury** or serious illness of:
  - a) **Your Close Relative** or the **Close Relative** of an **Accompanying Person**;
  - b) **Your Close Business Associate** or the **Close Business Associate** of an **Accompanying Person**;
3. **Your** or an **Accompanying Person's** jury service attendance or being called as a witness at a Court of Law during the **Trip**;
4. **Your** or **Your Spouse's** redundancy (which qualifies for payment under current **Maltese** redundancy payment legislation) provided that, at the **Date of Booking** or the **Entry Date** (whichever is the later), there was no reason to believe anyone would be made redundant;
5. The withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such cancellation or **Abandonment** could not reasonably have been expected at the **Date of Booking** or the **Entry Date** (whichever is the later);
6. The Police requesting **You** to remain at or return to **Your Home** or place of business following theft at **Your Home** or place of business;
7. **Your Home** becoming uninhabitable following serious damage caused by fire, aircraft, explosion, storm, flood, burst pipes, malicious persons or theft occurring during or within 30 days of the start of the **Trip**.
8. Loss or theft of **Your** passport and/or visa during **Your Trip** meaning that **You** are unable to continue **Your Trip**.





## Special conditions relating to claims

1. **You** must obtain written documentary proof, including a medical certificate from a **Medical Practitioner** to confirm:
  - a) the necessity to return **Home** prior to **Abandonment** of the **Trip** due to death, **Bodily Injury** or illness, and
  - b) the need, location and duration of in-patient hospitalisation or compulsory quarantine.
2. If **You** fail to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel or **Abandon Your Trip**, **Atlas'** liability shall be restricted to the cancellation/**Abandonment** charges that would have applied had failure not occurred.
3. If **You** cancel **Your Trip** due to **Bodily Injury** or illness **You** must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.
4. **Abandonment** claims will be calculated on the number of nights of **Your Trip** that **You** missed due to **Your** return or the number of nights for which **You** are hospitalized, quarantined or confined to **Your** accommodation. Claims for hospitalization or being confined to **Your** accommodation for more than 24 hours, will be paid for **Your** illness, injury, quarantine or confinement only but where **Atlas** or **Global Response** agree for another **Insured Person** (including any children travelling with them) to stay with the **You**, **Atlas** will also pay for the **Insured Person's** proportion only of any unused travel and accommodation costs and expenses including excursions (limits listed in the **Limits and Excesses Schedule**) he or she has not used by remaining with **You**.

## What is not covered

1. The **Excess** shown in the **Limits and Excesses Schedule**;
2. Any disinclination to travel or continue travelling unless **Your** change in travel plans is caused by one of the circumstances listed under 'What is Covered';
3. Any claims arising directly or indirectly from:
  - a) redundancy:
    - caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy, or
    - where a warning or notification of redundancy was given prior to the **Date of Booking** or the **Entry Date** (whichever is the later), or
    - where **You** or **Your Spouse** have been employed for less than 12 months as at the **Date of Booking** or the **Entry Date** (whichever is the later), or
    - where **You** or **Your Spouse** are self-employed;
  - b) circumstances known to **You** prior to the **Date of Booking** or the **Entry Date** (whichever is the later) which could reasonably have been expected to give rise to cancellation or **Abandonment** of **Your Trip**.
4. Compensation for frequent flyer points or similar schemes.
5. Any claim for unused travel or accommodation arranged by using Air Miles or similar travel loyalty schemes.
6. Any claim for management fees, maintenance costs or exchange fees associated with timeshare and similar arrangements.
7. **Abandonment** arising as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication.



8. Any costs relating to unused travel and accommodation for persons not insured under this policy and other non-refundable costs, prepaid charges or additional expenses related to such uninsured persons.
9. The cost of unused original tickets where **Atlas** pay for **You** to come **Home** following **Abandonment**. In addition, if **You** have not purchased a return ticket, **Atlas** will deduct the cost of any economy flight (based on the cost on the date when **You** come **Home**) from any cost **Atlas** have incurred while returning **You Home**.
10. Any unused or additional costs incurred by **You** and which any of the following parties is obliged to refund:
  - the providers of the accommodation, their booking agents, travel agent or any compensation scheme;
  - the providers of the transportation, their booking agents, travel agent or any compensation scheme.
11. Claims related to loss or theft of **Your** passport or visa unless it is deposited in a safe, safety deposit box or left in locked accommodation.
12. Anything mentioned in the **General Exclusions**.

**You** should also refer to the **Important Conditions relating to Health**.



## Section B - Emergency Medical and Other Expenses

### What is covered

**Atlas** will pay **You** up to the Emergency Medical and Other Expenses Limit shown in the **Limits and Excesses Schedule** for the following expenses which are necessarily incurred within 12 months of the incident as a result of **You** suffering death, **Bodily Injury** or illness and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance (including rescue services to take **You** to hospital) and nursing fees and charges incurred outside **Your Country of Residence**; (and in **Your Country of Residence**; up to the limit shown in the **Limits and Excesses Schedule** for any treatment required within a maximum period of three months after **You** booked return date);
2. In the event of **Your** death outside **Your Country of Residence**, the reasonable additional cost of funeral expenses abroad plus the reasonable cost of conveying **Your** ashes to **Your Home**, or the additional costs of returning **Your** body to **Your Home**;
3. Emergency dental treatment for the immediate relief of pain to natural teeth incurred outside **Your Country of Residence**;
4. Reasonable additional transport (economy class) and half board accommodation expenses incurred, up to the standard of **Your** original booking, if it is medically necessary for **You** to stay beyond **Your** scheduled return date.  
This includes, with **Atlas'** prior authorisation or that of **Global Response**, reasonable additional transport and accommodation expenses for a friend or **Close Relative**
  - a) to remain with **You** or
  - b) travel to **You** from **Your Country of Residence** or
  - c) escort **You**;and reasonable additional travel expenses (economy class) to return **You** to **Your Home** if **You** are unable to use the return ticket;
5. With the prior authorisation of **Global Response**, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **You** to **Your Home** if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless **Global Response** agree otherwise.

### Special conditions relating to claims

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



## What is not covered

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

**You** should also refer to the **Important Conditions relating to Health**.



## Section C - Hospital Benefit

### What is covered

**Atlas** will pay **You** the limit shown in the **Limits and Excesses Schedule** for every complete 24 hours **You** have to stay in hospital as an in-patient outside **Your Country of Residence** up to a maximum limit in the aggregate as a result of **Bodily Injury** or illness **You** sustain. **Atlas** will pay this benefit in addition to any amount payable under Section B - Emergency Medical And Other Expenses.

### Special condition relating to claims

**You** must give notice as soon as possible to **Global Response** or **Atlas** of any **Bodily Injury** or illness which necessitates **Your** admittance to hospital as an inpatient.

### What is not covered

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

**You** should also refer to the **Important Conditions relating to Health**.



## Section D - Personal Accident

### What is covered

Atlas will pay one of the Personal Accident Benefits shown in the **Limits and Excesses Schedule** if **You** sustain **Bodily Injury** which shall solely and independently of any other cause, result within two years in **You**:

1. death,
2. **Loss of limb, Loss of sight, or**
3. **Permanent Total Disablement, or**
4. **Temporary Total Disablement.**

### Special condition relating to claims

1. **Atlas' Medical Practitioner** may examine **You** as often as he/she deems necessary in the event of a claim.
2. **You** are deemed to be the age **You** are on the **Date of Booking** or the **Entry Date** (whichever is the later).

### Provisions

1. Benefit is not payable to **You**:
  - a) under more than one of items 1 to 4 of the Personal Accident Benefits Specification shown in the **Limits and Excesses Schedule**;
  - b) under item 3 of the Personal Accident Benefits (**Permanent Total Disablement**) until one year after the date **You** sustain **Bodily Injury**;
  - c) under item 4 of the Personal Accident Benefits (**Temporary Total Disablement**) unless **You** are in full time employment at the time of the accident. However, a benefit of up to €25 per week for up to a maximum of 104 weeks is payable in respect of an **Insured Person** who is not gainfully employed in order to cover medical, surgical and out of-pocket-expenses necessarily incurred and not otherwise covered under this policy.
2. Cover under this Section D in respect of any **Insured Person** shall terminate upon payment under any of Items 1-3 of the Personal Accident Benefits Specification shown in the **Limits and Excesses Schedule**.

### What is not covered

Anything mentioned in the **General Exclusions**.

**You** should also refer to the **Important Conditions relating to Health**.



## Section E - Baggage and Passport

### What is covered

1. **Atlas** will pay **You** up to the amount of the **Baggage** Sum Insured shown in the **Limits and Excesses Schedule** for the accidental loss of, theft of or damage to **Baggage**. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation.

**Atlas** may at **Atlas'** option replace, reinstate or repair the lost or damaged **Baggage**.

The maximum **Atlas** will pay **You** for any one article is the amount of the Single Article Sub-Limit noted in the **Limits and Excesses Schedule**.

The maximum **Atlas** will pay **You** in total for all **Valuables** is the amount of the relative Sub-Limits noted in the **Limits and Excesses Schedule**.

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

### Special conditions relating to claims under Section E - Baggage and Passport, Section F - Personal Money and (if applicable) Section M – Winter Sports Extension

1. **You** must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of any **Baggage** and/or **Personal Money**.
2. If **Baggage** and/or **Personal Money** is lost, stolen or damaged while in the care of a carrier, transport company, authority or holiday accommodation, **You** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation.
3. If **Baggage** and/or **Personal Money** is lost, stolen or damaged whilst in the care of an airline **You** must:
  - a) obtain a Property Irregularity Report from the airline;
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy);
  - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
4. Receipts for items lost, stolen or damaged must be retained as these will help **You** to substantiate **Your** claim.
5. **Atlas** will pay for individual damaged or lost items forming part of a set or pair but not for companion pieces which are undamaged or not lost.
6. If at the time of any loss, theft or damage **Your Baggage** Sum Insured is less than the **Full Value**, the sum paid by **Atlas** will be limited in the same proportion as **Your Baggage** Sum Insured bears to the **Full Value** of the property at the time of the incident leading to a claim.



## What is not covered under

### Section E - Baggage and Passport, Section F - Personal Money and (if applicable) Section M – Winter Sports Extension

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

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

3. Loss or damage or expense due to delay, confiscation, requisition, seizure, detention or destruction by customs or other authority.
4. Damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
5. Loss, theft of or damage to:
  - a) unset precious stones;
  - b) contact or corneal lenses;
  - c) hearing aids, dental or medical fittings;
  - d) anything shipped as freight;
  - e) deeds, manuscripts, securities, bonds or documents of any kind;
  - f) bicycles;
  - g) **Ski Equipment** (unless the Section M – Winter Sports Extension is purchased – see also Exception 7 below).
6. Cracking, scratching, breakage of or damage to:
  - China;
  - glass (other than glass in watch faces, cameras, binoculars or telescopes);
  - porcelain or other brittle or fragile articles;
  - antiques, household goods and perishable goods;unless caused by fire, theft, or accident to the sea vessel, aircraft, train or vehicle in which they are being carried.





7. Breakage of or other damage to:
  - a) sports equipment (including **Ski Equipment**);
  - b) sports clothing;  
while in use.
8. Musical instruments suffering:
  - scratching, denting or bruising, breakage of strings or loss of tone;
  - other damage unless they are carried in their professional cases.
9. Loss, theft of or damage to:
  - motor accessories;
  - business goods, samples, tools of trade, and other items used in connection with **Your** business, trade, profession or occupation.
10. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing, altering or restoring, mechanical or electrical breakdown.
11. Loss due to depreciation in value of money, variation in exchange rates or shortages due to error or omission.
12. Loss, theft of or damage to travellers' cheques if **You** have not complied with the issuer's conditions or where the issuer provides a replacement service.
13. **Your** liability under the terms of any credit and/or cash card as a direct result of its loss and subsequent unauthorised use.
14. Loss, theft of or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused materials unless purchased prerecorded when **Atlas** will pay up to the makers latest list price.
15. Anything mentioned in the **General Exclusions**.

## Section F - Personal Money

### What is covered

**Atlas** will pay **You** up to the amount of the **Personal Money** Sum Insured shown in the **Limits and Excesses Schedule** for the accidental loss of, theft of or damage to **Personal Money**. In respect of foreign currency cover is also operative during the 72 hours immediately preceding **Your** departure on the outward journey.

### Special conditions relating to claims

1. If **Personal Money** is lost, stolen or damaged, **You** will need to produce proof of cash (exchange/cash withdrawal chits).
2. See also Special Conditions relating to claims in Section E - Baggage and Passport.

### What is not covered

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



## Section G - Personal Liability

### What is covered

**Atlas** will pay up to the limit shown in the **Limits and Excesses Schedule** (inclusive of legal costs and expenses awarded against **You** or incurred by **You** with **Atlas'** written permission) against any amount **You** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

1. **Bodily Injury**, death, illness or disease to any person who is not in **Your** employment or who is not a member of **Your** household;
2. loss of or damage to property that does not belong to and is neither in the charge of nor under the control of:
  - **You**; or
  - anyone in **Your** employment; or
  - any member of **Your** householdother than any temporary holiday accommodation occupied (but not owned) by **You**.

### Special conditions relating to claims

1. **You** must give **Atlas** written notice as soon as possible of any incident, which may give rise to a claim.
2. **You** must forward every letter, writ, summons and process to **Atlas** as soon as **You** receive it.
3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **Atlas'** written consent.
4. **Atlas** will be entitled if **Atlas** so desire to take over and conduct in **Your** name the defence of any claims for indemnity or damages or otherwise against any third party. **Atlas** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **You** shall give **Atlas** all necessary information and assistance which **Atlas** may require.
5. In the event of **Your** death, **Your** legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this policy.

### What is not covered

1. The **Excess** shown in the **Limits and Excesses Schedule**.
2. Compensation or legal costs arising directly or indirectly from:
  - a) liability which has been assumed by **You** under agreement unless the liability would have attached in the absence of such agreement;
  - b) the pursuit of any trade, business, profession or occupation or the supply of goods or services;
  - c) the ownership, possession or use of:
    - firearms;
    - animals (other than dogs and cats and horses used for private hacking);
    - electrically and mechanically propelled vehicles;
    - aircraft (including drones);
    - watercraft (other than manually propelled rowboats, punts or canoes);
  - d) the transmission of any **Communicable Disease**;
  - e) ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation).
3. Punitive, aggravated, non-compensatory or exemplary damages.
4. Anything mentioned in the **General Exclusions**.



## Section H - Delayed Departure

### What is covered

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

**Atlas** will pay **You**:

1. up to the Delayed Departure Limit shown in the **Limits and Excesses Schedule** or
2. up to the Cancellation and **Abandonment** Charges Limit shown in the **Limits and Excesses Schedule** for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **You** have paid or are contracted to pay if after a minimum 24 hours has elapsed from the scheduled time of departure from **Your Country of Residence**, **You** choose to cancel **Your Trip**.

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

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

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

### Special conditions relating to claims

1. **You** must check in according to the itinerary supplied to **You**.
2. **Atlas** will work out the length of the delay from the date and time the **Public Transport** should have left. **You** must obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.
3. **You** must comply with the terms of contract of the travel agent, tour operator or provider of transport.

### What is not covered

1. Claims arising directly or indirectly from:
  - a) strike or industrial action or air traffic control delay existing or publicly declared by the **Date of Booking** or the **Entry Date** (whichever is the later);
  - b) withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country;
  - c) **Service Cancellation**.
2. Compensation for frequent flyer points or similar schemes.
3. Any claim for unused travel or accommodation arranged by using Air Miles or similar travel loyalty schemes.
4. Any claim for management fees, maintenance costs or exchange fees associated with timeshare and similar arrangements.
5. Any unused or additional costs incurred by **You** and which any of the following parties is obliged to refund:
  - the providers of the accommodation, their booking agents, travel agent or any compensation scheme;
  - the providers of the transportation, their booking agents, travel agent or any compensation scheme.
6. Anything mentioned in the **General Exclusions**.



## Section I - Missed Departure

### What is covered

**Atlas** will pay **You** up to the Missed Departure Limit shown in the **Limits and Excesses Schedule** for reasonable additional accommodation (room only) and travel expenses necessarily incurred in returning to **Your Country of Residence** if **You** fail to arrive at the final international departure point in time to board the **Public Transport** on which **You** are booked to travel back to **Your Country of Residence** as a result of:

1. the failure of other scheduled **Public Transport**, or
2. delay to a connecting scheduled flight, or
3. an accident to or breakdown of the vehicle in which **You** are travelling, or
4. an accident or breakdown occurring ahead of **You** on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which **You** are travelling, or
5. strike, industrial action or adverse weather conditions.

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

### Special conditions relating to claims

1. In the event of a claim arising from any delay occurring on a motorway or dual carriage way **You** must obtain written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
2. **You** must allow sufficient time for the **Public Transport** or other transport to arrive on schedule and to deliver **You** to the departure point.
3. In respect of claims under What is covered number 1 above, **You** must obtain written confirmation of the failure from the **Public Transport** operator/s.
4. In respect of claims under What is covered number 2 above, **You** must obtain written confirmation from the carriers (or their handling agents) of the number of hours of delay.
5. In respect of claims under What is covered number 3 above, if the vehicle belongs to a transport operator then **You** must obtain written confirmation from the carriers of the accident or breakdown and the number of hours of delay.
6. In respect of claims under What is covered number 5 above, **You** must obtain written confirmation of the missed departure from the **Public Transport** operator/s explaining that it was due to strike, industrial action or adverse weather conditions.



## What is not covered

1. Claims arising directly or indirectly from:
  - a) strike or industrial action or air traffic control delay existing or declared publicly by the **Date of Booking** or the **Entry Date** (whichever is the later);
  - b) an accident to or breakdown of the vehicle in which **You** are travelling for which a professional repairers report is not provided;
  - c) breakdown of the vehicle in which **You** are travelling if the vehicle is owned by **You** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
  - d) withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country;
  - e) **Service Cancellation.**
2. Additional costs where the scheduled **Public Transport** operator has offered reasonable alternative travel arrangements.
3. Any claim where **You** have not done all **You** can to reach **Your** departure point in time.
4. Any unused or additional costs incurred by **You** and which any of the following parties is obliged to refund:
  - the providers of the accommodation, their booking agents, travel agent or any compensation scheme;
  - the providers of the transportation, their booking agents, travel agent or any compensation scheme.
5. Anything mentioned in the **General Exclusions.**



## Section J - Hijack

### What is covered

If the **Public Transport** on which **You** are booked to travel is hijacked on a **Direct Journey** to or from **Your Country of Residence**, **Atlas** will pay **You** for every completed 24 hours of restraint from travel as shown in the **Limits and Excesses Schedule** up to the Hijack Limit therein.

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

### Special conditions relating to claims

1. **You** must check-in according to the itinerary supplied to **You**.
2. **You** must obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of restraint from travel and the reason for this restraint.
3. **You** must comply with the terms of contract of the travel agent, tour operator or provider of transport.

### What is not covered

Anything mentioned in the **General Exclusions**, however, for the purpose of this Section, General Exclusion 1(b) is not applicable.

## Section K – Hire Vehicle Excess

### What is covered

**Atlas** will reimburse **You** for the standard rental vehicle excess **You** has paid or for the cost of repairing the vehicle, whichever is the lower, if **You** rent a vehicle from a rental company and it is involved in an accident and **You** are the driver or it is stolen during **Your Trip**.

This cover does not replace the motor vehicle insurance. **Atlas** will pay no more than the Hire Vehicle Excess Limit shown in the **Limits and Excesses Schedule**, which limit is applicable in the **Period of Insurance** (but not exceeding two weeks per **Trip**) regardless of the number of vehicles hired and the number of occurrences.

### Special condition relating to claims

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

### What is not covered

1. Claims arising directly or indirectly from the use of the rental vehicle:
  - a) other than on a dedicated public highway;
  - b) by persons who do not have a valid driving licence;
  - c) by persons below the age of 25 and over the age of 75;
  - c) for racing competitions, trials, rallies or speed testing; or
  - d) in any other way outside the terms of the rental agreement.
2. Anything mentioned in the **General Exclusions**.



## Optional Cover

- The following Sections/Extensions are optional and subject to a premium payable by each **Insured Person** for specific **Trips**.
- Any premium shown in the following sections does not include document duty and administration charges. Kindly contact **MIB** for more information on the cover and total amount due.
- Documentation for any of the Optional Sections will be issued to **You** once you have opted for this cover and made payment to **MIB**.

### Section K2 - Increase in Hire Vehicle Excess Limit for a specific Trip

- *Only operative upon payment of the extension premium (shown below) per **Insured Person** per **Trip** and the relevant Extension **Endorsement** is issued;*
- *This increased Hire Vehicle Excess Option\* is optional and subject to a premium payable by each **Insured Person** (driver) per **Trip**;*
- *This Section is not available for **Trips** exceeding 14 days;*
- *All the terms, conditions and exclusions of **Section K** will apply to this Top-Up extension;*

#### (\* ) Hire Vehicle Excess options and premium payable

- €750 Hire Vehicle Excess Limit - Premium of €15.00 for 7 days cover or €25.00 for 15 days;
- €1,000 Hire Vehicle Excess Limit - Premium of €20.00 for 7 days cover or €35.00 for 15 days

### Section L – Cancelled Services Extension for a specific Trip (due to adverse weather conditions and natural phenomena)

- *Only operative if this Section is purchased by eligible **Insured Persons**, the applicable Extension Premium (shown below) is paid per **Insured Person** per **Trip** and the relevant Extension **Endorsement** is issued;*
- *This Section cannot be purchased in the 14-day period before commencement of the **Trip**.*

#### What is covered

1. In the event of a **Service Cancellation** from **Your Country of Residence**, **Atlas** will pay for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **You** have paid or are contracted to pay if **You** choose to cancel **Your Trip**.
2. In the event of any other **Service Cancellation**, **Atlas** will pay for reasonable additional travel and accommodation expenses inevitably incurred due to **Your Trip** being extended.

**Atlas** will pay up to €2,500 per **Insured Person**.

#### Special conditions relating to claims

1. **You** must obtain written confirmation of the **Service Cancellation** from the carriers (or their handling agents).
2. **You** must provide written proof of all the additional expenses incurred.

#### What is not covered

1. The **Excess** of €50 per **Insured Person**.



2. Claims arising directly and indirectly from:
  - withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country; or
  - any **Service Cancellation** for reasons other than adverse weather conditions, flood, earthquake, volcanic eruption and/or volcanic ash clouds, tsunami or landslide.
3. Claims arising directly or indirectly from adverse weather conditions, flood, earthquake, volcanic eruption and/or volcanic ash clouds, tsunami or landslide which already existed or were publicly announced/forecast at the time this Extension is purchased by **You** or the **Date of Booking**, whichever is the later;
4. Compensation for frequent flyer points or similar schemes.
5. Any claim for unused travel or accommodation arranged by using Air Miles or similar travel loyalty schemes.
6. Any claim for management fees, maintenance costs or exchange fees associated with timeshare and similar arrangements.
7. Any unused or additional costs incurred by **You** and which any of the following parties is obliged to refund:
  - the providers of the accommodation, their booking agents, travel agent or any compensation scheme;
  - the providers of the transportation, their booking agents, travel agent or any compensation scheme.
8. Anything mentioned in the **General Exclusions**.

#### **Premium payable:**

- **Insured Persons** aged 16 and over - € 8.00 per **Insured person** per **Trip**
- **Insured Persons** aged 2 to 15 - € 4.00 per **Insured person** per **Trip**
- Infants under 2 - Free cover when all the family has purchased this cover

## **Section M – Winter Sports Extension on a specific Trip**

- *Only operative if this Section is purchased by eligible **Insured Persons**, the applicable Extension Premium (shown below) is paid per **Insured Person** per **Trip** and the relevant Extension **Endorsement** is issued;*
- *This Section is not available for winter sports **Trips** exceeding 14 days;*
- *This Section is not available to **Insured Persons** aged over 75 years.*

### **Definitions**

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

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

### **What is covered**

*Note - any limits apply per **Trip** per **Insured Person** within the period of cover of this extension*

1. **Atlas** will pay **You** up to €1,000 for the accidental loss of, theft of or damage to **Your** own **Ski Equipment** or **Ski Equipment** **You** hire and may be responsible for. The amount payable will be the value at today's prices less a deduction for wear and tear and depreciation (or **Atlas** may at **Atlas'** option replace, reinstate or repair the lost or damaged **Ski Equipment**).  
The maximum **Atlas** will pay for any one article, pair or set of articles is €500.
2. **Atlas** will pay **You** up to €50 per day, up to a maximum of €350, for the reasonable cost of hiring replacement **Ski Equipment** as a result of accidental loss of, or theft of or damage to or temporary loss in transit for more than 24 hours of **Your** own **Ski Equipment**.





3. **Atlas will pay You:**
  - a) up to €500 for the unused portion of **Your Ski Pack** following **Your Bodily Injury** or illness;
  - b) up to €250 for the unused portion of **Your** lift pass if lost.
  
4. Atlas will pay up to €50 per day, up to a maximum of €350 for the cost of transport organised by the tour operator to an alternative site if lack of or excessive snow conditions, dangerous high winds or avalanche results in the closure of all skiing facilities (excluding cross-country skiing) in **Your** resort and it is not possible to ski. The cover only applies:
  - a) to the resort which **You** have pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of **Your Trip** and
  - b) to **Trips** in Europe during the period 15th December to 30th March (both dates inclusive) and to other **Trips** only during the customary period of skiing and boarding in **Your** chosen resort.If no alternative sites are available **Atlas** will pay **You** compensation of €50 per day up to a maximum of €350.

## Special conditions relating to claims

1. In respect of What is covered numbers 1 and 2 above, cover will form part of Section E – Baggage and Passport and **You** need to refer to Special Conditions relating to Claims in Section E - Baggage and Passport.
  
1. Under What is covered number 3 above **You** must provide written confirmation from a **Medical Practitioner** that such **Bodily Injury** or illness prevented **You** from using **Your Ski Pack**.
  
3. Under What is covered number 4 above **You** must provide written evidence that confirms the piste closures from resort management.

## What is not covered

1. In respect of What is covered numbers 1 and 2 above, (as cover forms part of Section E – Baggage and Passport), What is not covered under Section E - Baggage and Passport also applies to this Section.
  
2. Any expenses under What is covered number 4 above where costs, compensation or alternative skiing facilities are provided to **You**.
  
3. Any claims under What is covered number 4 arising directly or indirectly from circumstances known to **You** prior to the date this insurance is effected by **You** or at the time of booking any **Trip**, whichever is the later, which could reasonably have been expected to give rise to the impossibility to ski.
  
4. Anything mentioned in the **General Exclusions**.

In respect of What is covered number 3 a) above **You** should also refer to the **Important Conditions Relating To Health**

### Premium payable:

€45 per week per **Insured Person** per **Trip** (€15 per additional week/maximum 2 weeks cover)



## Section N - Increase in the Maximum Days for a specific Trip

- *This Extension is available to **Insured Persons** requesting an individual **Trip** exceeding 90 days (maximum period allowed will be 120 days);*
- *When requested, the number of days are recorded, the applicable Extension Premium (shown below) is paid per **Insured Person** per **Trip** and the relevant Extension **Endorsement** is issued.*

It is agreed and understood that maximum period shown as applicable in the **Limits and Excesses Schedule** is extended in duration for a specific **Trip** as shown in the amendment of cover.

### Premium payable:

- €12.00 per additional week per **Insured Person** per **Trip** within Europe
  - €18.00 per additional week per **Insured Person** per **Trip** for Worldwide Travel
- Maximum **Period of Insurance** per **Trip**: 120 days

## Section O – Option 2 - Increase in Baggage Limit for a specific Trip

- *This Extension is available to **Insured Persons** requesting an increased **Baggage** limit for a specific **Trip**;*
- *When requested, the limit is recorded and the applicable Extension Premium (shown below) is paid per **Insured Person** per **Trip** and the relevant Extension **Endorsement** is issued.*

It is agreed and understood that the **Baggage** limit\* shown as applicable in the **Limits and Excesses Schedule**, is increased to the **Baggage** limit option chosen for any one **Trip**. All sub-limits remain unchanged.

### (\*) Limits and premium payable

- €3,700 **Baggage** limit - Premium of €3.00 per **Insured Person** per **Trip**
- €4,700 **Baggage** limit – Premium of €5.00 per **Insured Person** per **Trip**

## Section P – Coronavirus Extension for a specific Trip

- *This Extension is available to **Insured Persons** requesting Coronavirus Cover for a specific **Trip**;*
- *Please refer to MIB to enquire what cover is being provided in this extension and what premium is payable;*
- *A separate Extension **Endorsement** will be issued once this Extension is purchased.*



## Protection and Compensation for Insured Persons

Under the Protection and Compensation Fund Regulations 2003, should Atlas Insurance PCC Limited be unable to meet all its liabilities to policyholders, compensation may be available. Full details are available on the Malta Financial Services Authority website [www.mfsa.com.mt](http://www.mfsa.com.mt)

## Data and Privacy Protection

### Atlas Insurance PCC Limited

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

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

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

**Atlas** may collect and disclose **Your** and **Others**' information from/to other entities in order to conduct **Our** business including

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

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

**You** have the right to access **Your** personal data and ask **Atlas** to update or correct the information held or delete such personal data from **Our** records if it is no longer needed for the purposes indicated above. **You** may exercise these and other rights held in **Atlas**'s Data Protection and Privacy Statement, by contacting **Our** Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta or email [dpo@atlas.com.mt](mailto:dpo@atlas.com.mt). Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If **You** and **Others** consider that the processing of personal data by **Atlas** is not in compliance with data protection laws and regulations, **You** and **Others** may lodge a complaint with **Us** and/or the Office of the Information and Data Protection Commissioner by following this link

<https://idpc.org.mt/en/Pages/contact/complaints.aspx>

If **You** wish to view the full **Atlas**'s Data Protection and Privacy Statement, for a better understanding of how **We** use this data please visit <https://www.atlas.com.mt/legal/data-protection/>.

Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance.



## Data and Privacy Protection

### Mediterranean Insurance Brokers (Malta) Limited

#### Introduction

For the purpose of this section:

- All companies forming part of the MIB Insurance Group are hereinafter referred to as '**MIB**', '**Us**', '**Our**' or '**We**'; and
- all **Insured Persons** are referred to as '**You**', '**Your**'.

**MIB** recognise that **Your** privacy is important.

It is our objective to protect both the privacy and the confidentiality of **Your** Personal Data that **We** as a company process in connection with the services **We** offer.

**MIB's** services consist mainly of insurance & reinsurance broking, risk management, risk consultancy & advisory services, insurance underwriting and insurance claims management.

MIB Insurance Group consists of MIB Management Services Limited (C-36808), Mediterranean Insurance Brokers (Malta) Limited (C-3540) and MIB Insurance Agency Limited (C-42111).

Further to this, for **MIB** to arrange insurance cover and handle insurance claims, **We** are required, together with other players in the insurance industry, to use and share Personal Data. Throughout the insurance lifecycle, with respect to prospective or actual policyholders, beneficiaries under a policy, their relatives, claimants and other parties to a claim, **MIB** will receive Personal data. Moreover, references to 'individuals' in this statement includes any living person from the preceding list, whose Personal Data **MIB** receives in connection with the services it provides under its engagements with its clients.

This Privacy Policy lays out **MIB's** uses of this personal data and the disclosures it makes to other insurance market players and other third parties.

#### Contact Information

MIB Insurance Group, 53, MIB House, Abate Rigord Street, Ta' Xbiex, XBX 1122, Malta **We** are the data controllers in respect of the Personal Data **We** receive in connection with the services provided under the relevant engagement with **Our** clients.

#### Types of Personal Data Processed

**MIB** collects and processes various Personal Data, of which, such data may fall under one of the following categories:

- Individual – Name, address, other contact details (including email and telephone details, amongst others), family details, date & place of birth, gender, marital status, employer, relationship to the policyholder, job title & employment history, claimant, beneficiary or insured.
- Identification – Identification numbers issued by government agencies (including ID number, social security, passport number, driver's license number, amongst others).
- Financial – Bank account details, payment card details, income and other information pertaining to financial personal data.
- Insured Risk (Health Data) – Existing or former physical/ mental medical conditions, medical procedures history, personal habits relevant to insurance (including smoking, consumption of alcohol, amongst others), disability information, prescription information and medical history.
- Insured Risk (Criminal Records) – Criminal proceedings resulting in convictions (including driving offences, amongst others).
- Insurance Contract (Policy) – Details pertaining to quotes individuals receive and policies obtained by said individuals.
- Credit & Anti-Fraud – Fraud convictions, crimes and sanctions received from various sources (including regulators, amongst others) and credit history.
- Loss history – Previous claims history (including criminal records information, health data and other special categories).
- Existing claims – Current claims information (including criminal records information, health data and other special categories).
- Marketing – In certain scenarios where consent is required, whether the person has consented to receive marketing



from **MIB**.

- Website & communication – Information of **Your** visits to **Our** websites and any information collected using cookies and other tracking technologies (including **Your** IP address & domain name, operating system, traffic data, web logs, amongst others).

#### **Personal Data Sources**

**MIB** collects and receives various Personal Data from various sources, such as:

- Individuals and their family relatives via telephone, written communication and/or online.
- Individuals' employers.
- Individuals' trade or professional associations of which they are a member of.
- In the event of a claim, 3rd parties including the other party to the claim (claimant/defendant), witnesses, experts (including medical experts), loss adjusters, lawyers and claims handlers.
- Other insurance market players, such as insurers and reinsurers, amongst others.
- Credit reference agencies (to the extent **MIB** is taking any credit risk).
- Anti-fraud databases and other third-party databases, including sanctions lists.
- Government agencies, such as vehicle registration authorities and tax authorities.
- Claim forms.
- Public accessible information such as open electoral registers.
- Business information & research tools.
- Introducers; and
- Website forms.

#### **Purpose and use of Personal Data**

In accordance with the General Data Protection Regulation, an entity requires certain legal grounds to be legally permitted to process Personal Data. In this section, the purposes for which **MIB** uses Personal Data, how such data is shared, and the legal basis upon which **We** process the information is explained. Kindly note that **MIB** will disclose Personal Data internally (that is, to the extent of the company) and, if necessary, to contractors, service providers and other entities that perform activities on **Our** behalf.

#### **Consent**

In order to facilitate the insurance cover and the processing of insurance losses, unless another legal ground applies, **MIB** relies on the data subject's consent to process. It may be necessary that **We** require consent in order for **Us** to be able to share information with other players of the insurance industry, such as insurers, reinsurers and intermediaries, that need to process the information to properly undertake their role. **MIB** relies on **Your** consent, unless another legal basis is satisfied, to process special categories of personal data (including Criminal Records Data) and profiling.

**You** may withdraw **Your** consent to such processing at any time by notifying **Our** Data Protection Officer using the contact details found in the 'Contact' section below. Please understand that such withdrawal is unconditional, and therefore concerned insurers or reinsurers would be prohibited from continuing to provide **You** with an insurance cover. In the scenario that **You** provide **MIB** with data pertaining to another person other than **Yourself**, **You** agree to inform such other person of **Our** use of their Personal Data and to obtain such consent on our behalf.

#### **Profiling**

Insurance market players calculate premiums by benchmarking client's attributes against other clientele's attributes and propensities for the eventuality of insured events. This provides insurance market participants to analyze and collect data of all concerned insureds, beneficiaries or claimants to model such propensities. Accordingly, such information may be used by **MIB** in order to match and ultimately create the models required, and subsequently used, to formulate the premium pricing. Special Categories of personal data and Criminal Records information may be used by **MIB** in such modeling process.

#### **Safeguards**

**MIB** ascertains that Personal Data is secure by having electronic, physical and procedural safe-guards in place. These safeguards will vary depending on the sensitivity, format, location, amount, distribution and storage of the Personal Data, and include measures designed to keep Personal Data protected from unauthorized access. If appropriate, the safeguards include the encryption of communications via Secure Sockets Layer, encryption of information during storage, firewalls, access controls, separation of duties, and similar security protocols. **We** restrict access to Personal Data to personnel and third parties that require access to such information for legitimate, relevant business purposes.



### **Retention Periods**

**Our** retention periods for Personal Data are based on commercial factors and legal requirements and is in normal circumstances that of 10 years. **We** retain Personal Data for as long as is necessary for the processing purpose for which the information was collected, and any other permissible, related purpose including but not restricted to compliance with legal obligations. In the scenario that Personal Data is no longer required, **MIB** either irreversibly anonymizes the data or entirely deletes such data.

### **Personal Data transfers (Cross-Territorial)**

In order to provide the required services **MIB** may transfer Personal Data to, or permits access to Personal Data from, countries outside the European Economic Area (hereinafter referred to as EEA). **MIB** cannot guarantee that these countries' data protection mechanisms and legislation offer the same level of protection for Personal Data as offered in the EEA. **We** have taken all measures possible to safeguard **Your** Personal Data as set out in this Privacy Policy Statement by recipient entities outside the EEA. The European Union allows **Us** to freely transfer Personal Data to certain countries outside the EEA. These countries have been approved by the European Union Commission and classified as providing essentially equal protections as the data protection offered by EEA data protection legislation.

### **Your Rights**

**MIB** strives to maintain Personal Data that is updated and complete. If **You** need to update **Your** Personal Data, kindly contact **Us** at [dataprotection@mibgroup.com.mt](mailto:dataprotection@mibgroup.com.mt) to have such information updated. Under certain conditions, individuals have the right to request **MIB** to: 1. Further explain how **MIB** uses and processes their Personal Data; 2. Provide details of the Personal Data **We** possess about the individual; 3. Update Personal Data; 4. Delete Personal Data that is no longer necessary; 5. Restrict manner Personal Data is processed whilst an individual's enquiry is being handled; 6. Withdraw consent, where such consent is the basis upon which processing is carried out; 7. Object to direct marketing 8. Object to the processing of Personal Data that **MIB** carries out on the basis of having a legitimate interest (subject to the exception that reasons for the processing out-weighs the individuals' fundamental rights). These rights are subject to certain exemptions to safeguard the **MIB's** interest and the public interest. **We** will respond to most requests within 30 days.

In the scenario that **We** are unable to resolve an enquiry or a complaint, individuals have the right to contact Malta's Data Protection Regulator, the Office of Information and Data Protection Commissioner.

### **Third Party Websites**

As **You** are aware, **MIB** websites may provide links to other third party websites. Kindly note that **MIB** cannot be held liable for third party policies or processing of personal information. In light of this, **We** suggest that any third-party policies are checked prior to submitting any requested personal information.

### **Contact**

**MIB** understands that an individual may have questions, requests or complaints regarding **Our** Privacy Policy Statement (or any **MIB** privacy procedures). In such case, kindly write to our Data Protection Officer at the following address: The Data Protection Officer MIB Insurance Group, Zentrum Business Centre, Level 2, Mdina Road Qormi QRM9010 Malta or communicate **Your** query/concerns on; Tel: +(356) 234 33 234 Email: [dataprotection@mibgroup.com.mt](mailto:dataprotection@mibgroup.com.mt)

### **Privacy Notice Updates**

This Privacy Notice is subject to change at any time. If **We** modify **Our** privacy policy, **We** will post the updated information here, with a revised date. In the scenario that such changes are material to this privacy statement, **We** may notify **You** by posting a notice online and/or by sending an email. Whilst protecting **Your** personal data is a main concern, **We** encourage **You** to periodically review this privacy policy statement



## What You can do if You are not satisfied with Atlas Insurance PCC Limited

For the purpose of this section, Atlas Insurance PCC Limited is hereinafter referred to as 'Us' 'We' 'Our' and Mediterranean Insurance Brokers (Malta) Limited is referred to as "MIB"

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

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

### How We deal with Your concerns

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

### What You should do

1. **MIB** staff have training and authority to settle problems and will do everything they can to help. They should be **Your** first point of contact. In the unlikely event that **Your** complaint is unresolved, please write to:

The Customer Complaints Director  
Mediterranean Insurance Brokers (Malta) Limited  
Zentrum Buildings, Level 2  
Mdina Road  
Qormi QRM 9100  
Malta  
Tel: +(356) 2343 3234  
Fax: +(356) 2134 1596

2. If for whatever reason your complaint is not resolved, please write to

The Customer Care Manager  
Atlas Insurance PCC Limited  
48-50 Ta' Xbiex Seafront  
Ta' Xbiex XBX 1021  
or email on [complaints@atlas.com.mt](mailto:complaints@atlas.com.mt) who will investigate the matter independently.

The Customer Care Manager will:

acknowledge **Your** concern within 3 working days;

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

### If You are still not satisfied

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



## Travel Claim Documentation

The following is a guide on what documentation is required in the event of a claim.

The relevant documentation to the type of claim that you have must be presented along with:

- confirmation (payment documentation or statement) of HSBC Premier card payments related to the **Trip**;
- completed notification and/or claim form as well;
- copies of the airline, ship or cruise tickets; and
- photocopy of the claimant's ID Card or passport.

Other documentation may be requested depending on the claim circumstances.

**For any enquiries please call 2343 3234**

Loss types	Documentation required	Comments
<b>Cancellation / Abandonment</b>	a) Travel itinerary	a) including tour programme, accommodation details, excursions, etc.
	b) Invoices and/or receipts	b) for pre-paid expenses (including deposits) for flights, accommodation, excursions, cultural and sports events, etc.
	c) Medical report, tests, etc.	c) stating the nature of illness and reason for cancelling/abandoning trip
	d) Death certificate (if reason for cancellation)	d) stating cause of death
<b><i>In the event of cancellation, claimants must notify the travel agent and/or airline immediately for refund of taxes and surcharges</i></b>		
<b>Medical Expenses</b>	a) Medical report, tests, etc.	a) issued by the <b>Medical Practitioner</b> (doctor) who examined the claimant abroad
	b) receipts for related medical expenses	b) namely the doctors' fees and prescribed medication
<b>Hospital Benefit</b>	a) Medical report, tests, etc.	a) issued by the <b>Medical Practitioner</b> (doctor) who examined the claimant abroad
	b) Hospital discharge letter	b) showing date of admission and date of discharge from hospital
<b>Baggage Damage</b>	a) Damage Report (property irregularity report)	a) issued on arrival by the airline representatives
	b) Luggage tags and boarding pass	b) of flight during which the damage occurred
	c) Photographs of damaged luggage	
<b>Baggage Delay</b>	a) Initial report (property irregularity report)	a) issued on arrival by the airline representatives
	b) Delivery report	b) presented by airline representatives on baggage delivery
	c) Original luggage tags and boarding pass	c) of flight during which the delay occurred
	d) Purchase receipts	d) of first needs purchased during delay
<b>Lost Baggage</b>	a) Initial report (property irregularity report)	a) issued by airline representatives
	b) Follow-up report – declaring lost baggage	b) issued by airline representatives following 30 days
	c) Proof of ownership of missing items	c) receipts, guarantees, booklets, manuals, boxes, chargers, etc.
	d) Luggage tags and boarding pass	d) of flight during which the delay occurred
<b>Theft or Loss</b>	a) Police report or Security report	a) issued at location of theft or loss
	b) Loss report (property irregularity report)	b) only if theft/loss occurred from baggage during a flight and discovered on arrival





	<ul style="list-style-type: none"> <li>c) Detailed list of stolen/missing items</li> <li>d) Proof of ownership of stolen/missing items</li> <li>e) Money exchange slips/bank withdrawal chits or statement</li> </ul>	<ul style="list-style-type: none"> <li>c) substantiated by the following</li> <li>d) receipts, guarantees, booklets, manuals, boxes, chargers, etc.</li> <li>e) in the event of theft or loss of cash</li> </ul>
<b>Delayed Departure</b>	Confirmation from Carrier or authorities	stating reason for delay and number of hours delay
<b>Missed Departure</b>	<ul style="list-style-type: none"> <li>a) Printed confirmation from transport company</li> <li>b) Dated photographic evidence/other</li> </ul>	<ul style="list-style-type: none"> <li>a) stating reason for delay and number of hours delay</li> <li>b) taken by mobile or camera showing any traffic jams, accidents, breakdown of vehicle (if towing company procured, copy of breakdown log)</li> </ul>
<b>Hijack</b>	Confirmation from Carrier or Authorities	stating the number of hours in restraint from travel
<b>Hire Vehicle Excess Extension</b>	<ul style="list-style-type: none"> <li>a) Copy of invoice/receipt</li> <li>b) Copy of invoice/receipt</li> <li>c) Dated photographic evidence</li> <li>d) Police report or Security report</li> <li>e) Police report</li> </ul>	<ul style="list-style-type: none"> <li>a) showing the excess charged by the rental company</li> <li>b) showing detailed breakdown of repairs (if the amount paid is less than the excess/policy limit chosen)</li> <li>c) by mobile or camera, showing damages, accidents, breakdown of vehicle etc.</li> <li>d) in the event of stolen/lost items, issued at location of theft or loss</li> <li>e) in the event of a major traffic accident</li> </ul>

#### Optional Cover (specific Trips)

Loss types	Documentation required	Comments
<b>Increased Hire Vehicle Excess</b>	As above	As above
<b>Cancelled Services Extension (adverse weather conditions/natural phenomena)</b>	<ul style="list-style-type: none"> <li>a) Confirmation from Carrier or authorities</li> <li>b) Receipts</li> <li>c) Receipts</li> </ul>	<ul style="list-style-type: none"> <li>a) stating reason for cancellation and reschedule of service</li> <li>b) of additional travel and accommodation expenses incurred during an overnight stay abroad</li> <li>c) of pre-paid expenses should the holiday be cancelled</li> </ul>
<b>Winter Sports Extension</b>	<ul style="list-style-type: none"> <li>a) Police report or Security report</li> <li>b) Loss report (property irregularity report)</li> <li>c) Detailed list of stolen/missing items</li> <li>d) Proof of ownership of stolen/missing items</li> <li>e) Invoice/receipts</li> <li>f) Medical report</li> </ul>	<ul style="list-style-type: none"> <li>a) in the event of stolen/lost items, issued at location of theft/loss</li> <li>b) if lost/stolen during the flight and discovered on arrival</li> <li>c) substantiated by the following</li> <li>d) receipts, guarantees, booklets, manuals, boxes, chargers, etc.</li> <li>e) for pre-paid non-refundable fees for hired equipment</li> <li>f) confirming injury/illness preventing the claimant from carrying out skiing</li> </ul>

*Documentation for claims under **Optional Sections N, O and P** is required as indicated in the **various sections above** in accordance with the type of claim being made under the respective **Optional Section***