

# Travel Insurance

## Terms and Conditions for HSBC Advance Customers



Together we thrive

In case of a claim or query please contact:  
Mediterranean Insurance Brokers (Malta) Limited  
53, Level 2, Mediterranean Building  
Abate Rigord Street  
Ta' Xbiex, XBX1122  
Malta

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

HSBC Bank Malta p.l.c. may also be contacted by visiting your local branch and/or by calling our dedicated 24/7 Advance Customer Service on +(356) 2148 9101 for any further support or assistance.

## Contents

Section 1 – Travel Insurance – Terms and Conditions of Cover, General Conditions and Complaint Handling.	5
Section 2 – Citadel Insurance p.l.c.– Data Protection Notice	31
Section 3 – Mediterranean Insurance Brokers (Malta) Limited – Data Protection	35

Important Notice: Travel Insurance is provided and underwritten by Citadel Insurance p.l.c. and not by HSBC.

The Full Policy Terms and Conditions of Your Citadel Travel Insurance Policy are laid out in this Section 1 of this leaflet.

Please note that HSBC assumes no liability or responsibility for any of the contents within the Citadel Policy Terms and Conditions as reproduced in this Section 1 of this leaflet.

HSBC Bank Malta p.l.c. holds more than 10% of the indirect voting rights in Citadel Insurance p.l.c. (C 21550), through The Malta Development Fund Limited (C 16929).

We also wish to inform you that HSBC has no authority or remit on any decision taken by Citadel in respect of any claim. No advice is given on the contract of insurance.

In this Section the words "We/Us/Citadel" mean Citadel Insurance p.l.c.

Please quote your Citadel Certificate number – Policy No. TROC/42/10/100030 in case of a claim.

Please note that the free Travel Insurance may include a number of limitations and exclusions and it is very important that you contact Mediterranean Insurance Brokers (Malta) Limited before each trip to understand 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 your own cost.

May we also remind you of your obligations to take reasonable precautions to ensure safety and supervision of your property.

In case of a claim or for such queries you can contact:

Mediterranean Insurance Brokers (Malta) Limited  
53, Mediterranean Buildings,  
Abate Rigord Street,  
Ta' Xbiex XBX1122,  
Malta

Tel: +(356) 2343 3234

Fax: +(356) 2134 1596

Email: [hsbcclaims@mib.com.mt](mailto:hsbcclaims@mib.com.mt)

## Section 1

Travel Insurance –

Terms and Conditions of Cover, General Conditions and Complaint Handling.

Travel Insurance Policy No. TROC/42/10/100030 covering HSBC Advance card holders of HSBC Bank Malta p.l.c.

Citadel Insurance p.l.c.

Casa Borgo

26, Market Street

Floriana, FRN1082

Malta

Tel: +(356) 2557 9000

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Citadel Insurance p.l.c. is a company authorised to carry on general and long term business of insurance and is regulated by the Malta Financial Services Authority.

### **Travel Insurance Policy**

This is Your Travel Insurance Policy. All documents attaching to the Policy form the contract of insurance. Please read your Policy carefully to familiarise Yourself with the Policy benefits, terms and conditions.

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

- a. all of the persons entitled to benefit under this Policy are Eligible Members being persons who hold during the Contract Period as defined in the Schedule a valid HSBC Advance Card and/or Debit Card and/or Advance Account issued by HSBC Bank Malta p.l.c.;
- b. the trip is a conventional holiday or a business trip of a commercial or professional nature;
- c. the trip shall commence at the time of leaving Your normal place of residence or business within Your Country of Residence but shall exclude trips within Your Country of Residence;
- d. maximum duration of the trip is 60 days;
- e. the commencement date of such trip occurs within the Period of Insurance as defined in the Schedule.

## **Territorial Limits**

The territorial limits which apply to Your Policy are Worldwide.

## **Definitions**

### **“The Insured/Insured Person”**

means the persons named in the Schedule.

**“You/Your”** means the Insured Persons/Eligible Members.

**“Eligible Member”** means a person who holds during the Contract Period a valid HSBC Advance Card and/or Debit Card and/or Advance account issued by HSBC Bank Malta p.l.c. and has not yet reached 76 years of age. (For persons aged 76 years and over, please refer to Condition 10 of the Policy.)

The following persons are also included:

- i. Partners, subject that these officially reside in the same address of an Eligible Member, (their identity cards or other similar document accepted by the Company, show the same address of the Eligible Member). In the case of a claim the onus of proof that a partner lives in the same address as the Eligible Member rests on the Eligible Member concerned;
- ii. Spouses will benefit from cover as long as they are not legally separated or divorced. The provision of same address as in a) above shall not be applicable;
- iii. Children of the Eligible Member provided that they are under 18 years of age or if they are full time students are under 25 years of age. This definition is deemed to include Children of the Eligible member whilst studying abroad and not living with one or both of the parents during the study period subject that prior to commencement of studies the Child resided with one or both of the parents. Foster Children are also deemed to be Children of the Eligible Member;
- iv. Supplementary Card Holders  
  
The above said Persons are covered irrespective of whether they are travelling with the Card Holder or on their own.
- v. Would be Spouse and/or would be Civil Partner of the Eligible Member who has been booked for a honeymoon trip with the Card Holder. In respect of such would be Spouse/would be Civil Partner, cover is operative only under Section 1 – Cancellation and Curtailment Charges.

**“We/us/Citadel”** means Citadel Insurance p.l.c.

**“Period of Insurance”** means the 12 Month period of insurance commencing 1 July 2015 and any subsequent 12 Month period as shown in the Schedule.

**“Schedule”** means details of the Policy Holder, cover and period of insurance as shown in the Schedule. The Schedule forms part of the Policy.

**“Country of Residence”** means for the purpose of this Insurance, Country of Residence shall mean Your normal place of residence in Malta.

However, if Your normal place of residence is not in Malta, in the event of a claim, it is up to You to prove Your Country of Residence.

**“Malta”** includes the Islands of Malta, Gozo and Comino.

### **Health Warranty**

No claims will be paid under Section 1 (Cancellation and Curtailment Charges), Section 2 (Personal Accident), Section 3 (Medical and Emergency Expenses) and Section 9 (Hospital Cash Benefit) if at the date of booking and payment of the deposit for the relative holiday or business trip or full payment for such trip, whichever occurs first,

- a. the Insured Person/Eligible Member and/or

- b. any person with whom the Insured Person/Eligible Member has arranged to travel or stay

was receiving or awaiting medical or surgical treatment and/or was suffering from a serious or chronic illness and/or injury which has required consultation or treatment within the twelve (12) months preceding the date of such booking and payment of the deposit or such full payment for the relevant trip whichever occurs first.

Subject to the terms of the Policy Citadel Insurance p.l.c. will indemnify You, during the period of insurance for which We have accepted Your premium, up to the sums insured shown below, in respect of:

### **Section 1**

#### **Cancellation and Curtailment Charges**

Refund of deposits which are not recoverable and any other amount which You are legally obliged to pay in respect of unused travel and accommodation (prior to any occurrence giving rise to a claim) including the costs of issuing of a Visa permit for the purpose of travel (Maximum Amount Payable: €120 any one Insured Person/Eligible Member) in the event of unavoidable cancellation or curtailment of the journey or holiday as a result of any

of the following occurring after the Commencement of the Period of Insurance.

1. The accidental bodily injury to or illness or quarantine or death of Yourself or of Your travelling companion or of any person with whom You have arranged to stay.
2. The accidental bodily injury to or serious illness or death of any Close Relative, fiancé(e) or Close Business Associate of Yours or of Your travelling companion.
3. You or Your travelling companion being summoned for Jury Service or called as a witness in a Court of Law during the Period of Insurance.
4. You or Your Spouse/Partner being made unemployed and certified as such by the Ministry of Labour or other authority competent to make such certifications.
5. Your home (within Your Country of Residence) becoming uninhabitable following fire, storm or flood.
6. Your presence being required by the Police following burglary at Your home or place of business within Your Country of Residence.

### **Limit of Amount Payable**

The total amount payable in respect of each Insured Person/Eligible Member is €3,500 any one trip.

### **Extension**

In addition the following sub-limit shall apply:

- a. €250 per Insured Person/Eligible Member, any one trip, in respect of pre-paid excursions/events which are missed due to medical reasons

### **Definitions**

#### **“Close Relative/Close Business Associate”**

**“Close Relative”** means Your mother, father, sister, brother, wife, husband, Your partner who lives with You, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parent, step-child, step-sister, step-brother, aunt, uncle, first cousin, nephew, niece.

**“Close Business Associate”** means someone You work with who has to be actively at work for You to be able to go on a trip or holiday.

**“Curtailement”** means returning home (to Your home address within Your Country of Residence) prior to the scheduled return date, in which case a proportionate refund will be made of prepaid charges. The refund for accommodation will be based on each day of the holiday You have lost but a proportionate refund of travel expenses will be paid only if You cannot use Your return ticket and You



are not claiming return travel expenses under another section of the Policy.

Cancellation means the cancellation of the entire trip and not part thereof. For avoidance of doubt, cancellation of single trips such as excursions or tours are not covered.

Cover for cancellation of an entire trip by you applies from the Commencement of the Period of Insurance and ends when you leave your home to start the trip.

“Commencement of the Period of Insurance” – Commencement of the Period of Insurance in respect of this Section shall mean the date of booking and payment of the deposit for the relative holiday or business trip or the full payment of such trip whichever occurs first provided that:

- i. this period does not exceed twelve months from the date of departure;
- ii. such period falls within the overall Period of Insurance as defined in the Schedule.

“Travelling Companion” means an accompanying person without whom the journey or holiday cannot commence or continue. For the purpose of this definition an accompanying person does not include a tour or group leader.

For the purpose of this Section “Eligible Member” shall also include the, ‘would be Spouse or would be Civil Partner’ of the Card Holder.

### **Special Conditions Applying to Section 1**

1. At the time of applying for insurance You must not be aware of any reason why the proposed holiday or journey should be cancelled or curtailed.
2. The Insured/Eligible Member must also obtain confirmation from a medical practitioner or any other competent authority that it is necessary for him/her to cancel or curtail the trip. In respect of a claim for curtailment, the medical certificate must be issued by the doctor visiting the Insured/Eligible Member abroad, where applicable. This condition also applies to any claims relating to pre-paid excursions/events.
3. The Insured/Eligible Member must notify his/her travel agent and/or any other provider of transport and/or accommodation within a maximum of three days once he/she is aware of any reason that prevents him/her from travelling and must obtain written confirmation from such travel agent and/or any other provider of transport and/or accommodation confirming any refunds due to the Insured.

## What is not covered

Exclusions are listed after Section 9.

## Section 2

### Personal Accident

Bodily injury suffered by You during the Period of Insurance caused by accident resulting solely and independently of other causes in death or disablement. The benefits shown below will be paid to You or Your legal personal representative.

Benefits	Age 16 Years and over	Up to age 15 years inclusive
Death	€60,000	€1,250
Loss of one or more limbs and/or sight in one or both eyes	€60,000	€1,250
Permanent Total Disablement after 52 weeks EXCEPT when benefit is paid for loss of limbs or sight	€60,000	€1,250
Temporary Total Disablement up to a maximum of 104 weeks	€250 per week	Not Insured

## Definitions

**“Loss of Sight”** means complete and irrecoverable loss of sight.

**“Loss of Limbs”** means loss by physical severance or loss of use.

**“Permanent Total Disablement”** means disablement that entirely prevents the Insured Person/Eligible Member from attending to his/her usual occupation and which last 12 calendar months and at the expiry of the said period being beyond hope of improvement.

**“Temporary Total Disablement”** means disablement that prevents the Insured Person/Eligible Member from attending to his/her usual business or occupation.

**“Bodily Injury”** includes death or disablement as a direct result of exposure following a forced landing of any aircraft or a mishap to a vessel or vehicle in which You are travelling.

## SPECIAL CONDITIONS APPLYING TO SECTION 2

1. Death or disablement must occur within one year of injury.
2. Benefit shall not be payable under more than one item and any such payment shall end this section of the Policy in respect of the Insured Person/Eligible Member concerned.

3. The maximum sum payable under the Temporary Total Disablement benefit in respect of any Insured Person/Eligible Member who is not gainfully employed shall be limited to medical, surgical and out-of-pocket expenses necessarily incurred and not otherwise payable under this Policy and not exceeding the sum of €25 per week.

### **What is not covered**

Exclusions are listed after Section 9.

### **Section 3**

#### **Medical and Emergency Expenses**

1. Expenses itemised below if You suffer accidental bodily injury, illness or death which occurs (i) during a trip commencing during the Period of Insurance and (ii) within the maximum duration of such trip covered under this Policy:-
  - a. medical, surgical or hospital charges (including rescue services to take You to hospital) and emergency dental treatment;
  - b. cost of transporting Your body to Your home address within Your Country of Residence or the cost of burial or cremation in the country abroad where death occurred;
  - c. reasonable additional charges for accommodation if it is necessary for You to stay beyond the intended return

date and additional travel expenses which You have to pay to get back to Your home address within Your Country of Residence if You cannot use Your return ticket.

2. Reasonable additional travel and accommodation expenses which You incur if it is necessary for You to return to Your home address within Your Country of Residence (and You cannot use your return ticket) due to the accidental bodily injury to or serious illness or death of a Close Relative, fiancé(e) or Close Business Associate of Yours (or of Your travelling companion) not travelling with You.

Items 1(c) and 2 include expenses of any one Close Relative or friend who is required on medical advice to travel to, remain with or accompany You, if We consider this necessary.

#### **Limit of amount payable**

The total amount payable in respect of each Insured Person/Eligible Member shall not exceed €165,000 any one trip.

Any costs and expenses incurred up to three months after actual return date of the holiday or journey are subject to a limit of €1,165 any one trip.

#### **Definition**

**“Home address”** means the home address within Your/the Eligible Member’s Country of Residence

**“Close Relative/Close Business Associate”**

**“Close Relative”** means Your mother, father, sister, brother, wife, husband, Your partner who lives with You, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parent, step-child, step-sister, step-brother, aunt, uncle, first cousin, nephew, niece.

**“Close Business Associate”** means someone You work with who has to be actively at work for You to be able to go on a trip or holiday.

**What is not covered**

Exclusions are listed after Section 9.

**Section 4  
Baggage**

1. Accidental loss of or damage during a trip occurring during the Period of Insurance to personal belongings (including clothing worn) and personal luggage taken or owned by You.
2. If Your baggage is temporarily lost in transit on the outward journey and not restored to You within twelve hours, We will pay for the emergency purchase of essential replacement items up to a maximum of €350 per Insured Person/Eligible Member any one trip. You must obtain written confirmation from the Carrier of

the number of hours delay. If the baggage proves to be permanently lost the overall baggage sum insured shall apply.

**Limit of amount payable**

The total amount payable in respect of each Insured Person/Eligible Member is €2,000 any one trip.

In addition the following sub-limits shall apply:

- a. €500 in respect of any single article, pair or set of articles;
- b. €850 overall in respect of valuables.

**Definition**

**“Valuables”** means jewellery, furs, gold and silver articles, watches, paintings and other works of art, coins and medals, radios, binoculars, telescopes, cameras, computer equipment and other electronic devices, mobile phones and accessories, personal organisers and audio/photographic/video equipment.

**Special conditions applying to Section 4**

1. You must at all times, take reasonable precautions to ensure the safety and supervision of Your property. If it is lost or damaged while in the care of a transport company, authority or hotel, You must report to them, in writing, details of the loss or damage.

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

- a. obtain a Property Irregularity Report which should include a list of items lost or damaged;
  - b. give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (and retain a copy);
  - c. keep all travel tickets and tags and damaged items for submission if a claim is to be made under this Policy.
2. You should take all practicable steps to recover articles lost or stolen.
  3. An adjustment for wear and tear will be made in the settlement of any claim.
  4. If at the time of any loss or damage Your amount insured is inadequate, the sum You will be entitled to recover will be limited in the same proportion as Your amount insured bears to the value of Your property at the time of the loss or damage.
  5. You must be able to prove that the lost or stolen items belong to You or are legally in Your possession, custody or control on behalf of another person and the value of such items. In the absence of such proof Your interest in the claim may be prejudiced.

### **What is not covered**

Exclusions are listed after Section 5.

### **Section 5 Personal Money**

Loss of cash, travellers' cheques, letters of credit, travel tickets, hotel vouchers, telecards and mobile phone top-up vouchers, passports and green cards held by You for social and domestic purposes during the Period of Insurance.

### **Limit of amount payable**

The total amount payable in respect of each Insured Person/Eligible Member is €800 any one trip.

### **Special condition applying to Section 5**

Reasonable precautions must at all times, be taken to ensure the safety and supervision of Your money and You should take all practicable steps to recover money lost or stolen.

You must be able to prove that the lost or stolen money belongs to You and to prove its value. In the absence of such proof, Your interest in the claim may be prejudiced.

It is recommended to make use of safety deposit boxes and safes if such are provided by Your hotel.

## **Definition applicable to Sections 4 & 5**

**“Unattended Vehicle”** means a vehicle which is not in Your full view or positioned Where You or any of Your travelling companions are unable to prevent theft of or damage to Your property.

## **Exclusions to Sections 4 & 5**

The Policy does not insure:

1. Cracking, scratching or breakage of glass (other than lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile articles.
2. Pedal cycles or contact lenses.
3. Wear and tear, depreciation, deterioration or damage by moth, vermin or by any process of cleaning, repairing or restoring.
4. Loss or damage to luggage unless they are rendered unusable.
5. Scratching, denting, bruising, loss of tone or breakage of strings in respect of musical instruments. Such items are to be carried in their professional hard cases.
6. Any items or parts of items which are not lost or damaged and which form part of a set or pair of other items of the same type, colour or design.
7. Loss or theft of personal belongings, personal luggage (including valuables) and money not reported to the Police within 24 hours of discovery and a police report or other official evidence of such a report obtained.
8. Breakage of sports equipment while in use.
9. Household goods and anything shipped as freight.
10. Delay, detention, seizure or confiscation by Customs or their officials.
11. Items used in connection with Your employment or occupation, bonds, securities or documents of any kind.
12.
  - a. Loss of Valuables and Personal Money from an Unattended Vehicle;
  - b. loss of personal belongings, personal luggage (excluding Valuables and Personal Money) from an Unattended Vehicle unless secured in its locked boot or compartment or contained in the luggage space at the rear of a locked estate car or hatchback, under a top cover and out of view.
13. Shortages due to error, omission or depreciation in value.
14. Personal money and valuables while in transit not in Your custody or control and when left unattended unless in a safe or safe deposit box or in Your place of personal accommodation.

15. The first €75 of each and every claim per Insured Person/Eligible Member except in respect of temporary loss of baggage on the outward journey. (Only one excess will apply per person where baggage and money claims arise out of the same incident.)

## **Section 6**

### **Personal Liability**

This Section operates irrespective of the type of Cover chosen.

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

1. Death or bodily injury of any person.
2. Loss of or damage to property occurring during a trip undertaken within the Period of Insurance .

### **Limit of amount payable**

The total amount payable for all claims made against You arising from any one occurrence is €585,000.

We will also pay any extra costs and expenses awarded against You or incurred by You with our written consent.

What is not covered

1. Punitive and exemplary damages.
2. Liability arising from:

- a. death or bodily injury of Your employees or members of Your family permanently living with You;
- b. loss of or damage to property which belongs to You or is under Your control or the control of a member of Your family or household or a person employed by You;
- c. your trade, business or profession;
- d. the ownership or occupation of any land or building (other than occupation only of any temporary holiday accommodation in which case the first €75 of each and every claim is excluded);
- e. the ownership, possession or use of animals (other than domestic animals), firearms, mechanically propelled vehicles, vessels (other than manually propelled water craft) or aircraft of any description;
- f. mountaineering, rock climbing, hunting, trapping, pot holing, rafting or canoeing involving white water rapids, bungee jumping or similar activity, jet skiing, sub-aqua diving, organised team sports, taking part in or practicing for speed or time trials, sprints, or racing of any kind;

- g. winter sports or the use of dry ski slopes (unless the appropriate premium has been paid, in which case the excluded activities are ski-racing in major events, ski-jumping, ice hockey, ski-boarding, snowboarding and the use of bob sleighs or skeletons);
- h. taking part in any expeditions or the crewing of a vessel from one country to another;
- i. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

The first €75 of each and every claim per Insured Person/Eligible Member.

## **Section 7 Delayed Departure**

This section operates irrespective of the type of Cover chosen.

Delay in departure of the ship or aircraft in which You are booked to travel. We will:

1. pay the sum of €50 for the first full 12 hours of delay and €50 for each subsequent full 12 hours of delay subject to a maximum payment of €200 in all per Insured Person/Eligible Member if You are delayed in departing from Malta on Your outward journey or if delay occurs

at the point of departure on Your return journey to Malta;

or

2. refund non-recoverable deposits and other prepaid holiday charges up to a maximum of €3,500 if after 24 hours delayed departure of the outward journey from Malta You choose to cancel the holiday.

The period of delay will be calculated from the date and time of departure of the ship or aircraft specified in Your itinerary. You must check in according to such itinerary and obtain written confirmation from the Carrier or their handling agents stating the actual date and time of departure and reason for such delay.

## **What is not covered**

We shall not make any payment:

1. in respect of strike or industrial action existing or notified by declaration of intent at or prior to the date this insurance is purchased;
2. under more than one item of this Section;
3. in respect of claims originating from the withdrawal from service, temporary or otherwise of an aircraft or sea vessel on the order or recommendation of the Civil Aviation Authority or Port Authority or any other similar body in any country.



## Section 8

### Loss of Passport

Loss or theft of Your passport while abroad during the Period of Insurance. We will pay reasonable additional travel and accommodation expenses necessarily incurred abroad in obtaining a replacement passport.

### Limit of amount payable

The total amount payable in respect of each Insured Person/Eligible Member is €120 any one trip.

### What is not covered

This Policy does not insure loss of passport not reported to the Police within 24 hours of discovery.

## Section 9

### Hospital Cash Benefit

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

### Limit of amount payable

We will pay a benefit of €25 for each complete day You are hospitalised. The total amount payable in respect of each Insured Person/Eligible Member is €475.

### Exclusions to Sections 1, 2, 3 & 9

1. We shall not make any payment in respect of a medical condition of any Insured Person/Eligible

Member for:

- a. any expenses or fees for any in-patient treatment or repatriation which have not been notified to and authorised by Citadel Insurance p.l.c.;
- b. the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated the Insured's admittance into hospital;
- c. any form of cosmetic surgery for treatment which in the opinion of the doctor in attendance and Citadel Insurance p.l.c.'s medical advisors can reasonably be delayed until the Insured returns to Malta;
- d. medication, which at the time of departure is known to be required or to be continued outside Malta;
- e. any additional costs arising from single or private room accommodation;
- f. treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
- g. emotional disorders unless they result in admission to a hospital;
- h. any costs and expenses incurred more than three months after the booked return date of the holiday or journey.

2. We shall not make any payment in respect of a medical condition of any Insured Person/Eligible Member for which, at the date of booking and payment of the deposit for the relative holiday or business trip or full payment for such trip, whoever occurs first, the Insured Person/Eligible Member:
    - a. is receiving in-patient treatment or is on a waiting list for in-patient treatment;
    - b. has received a terminal prognosis;
    - c. is intending to travel against the advice of a qualified medical practitioner or is intending to obtain medical treatment during the Period of Insurance.
  3. We shall not make any payment in respect of death, injury, illness or disablement resulting from:
    - a. any anxiety state and/or depression suffered by the Insured and diagnosed prior to the date of booking and/or payment for the relevant trip, whichever occurs first;
    - b. flying or other aerial activities except while travelling in an aircraft as a passenger;
    - c. motor cycling (as a driver or passenger) on machines exceeding 125cc, mountaineering or rock climbing ordinarily necessitating the use of ropes or guides, sub aqua diving, pot-holing, hunting or trapping or organised team sports;
  4. We shall not pay the first €75 of each and every claim per Insured Person/Eligible Member in respect of medical and emergency expenses and cancellation and curtailment charges. This excess does not apply when a claim is made only for the initial holiday deposit.
  5. We shall not pay the first €30 of each and every claim per Insured Person/Eligible Member in respect of pre-paid excursions/events which are missed due to medical reasons.
    - d. engaging in or practising for speed or time trials, sprints or racing of any kind;
    - e. manual work of any kind;
    - f. winter sports or the use of dry ski slopes (unless the appropriate premium has been paid in which case the excluded activities are ski racing in major events, ski jumping, ski-boarding, snowboarding, ice hockey and use of bob sleighs or skeletons);
    - g. participation in expeditions or the crewing of a vessel from one country to another.
- Exclusions 3 (b) to (g) do not apply to Cancellation and in respect of Curtailment, they apply only to You.

## **Section 10**

### **Hijack**

We will pay €117.50 per 24 hour period or part thereof up to a maximum of €470.

We will pay a benefit as stated and limited above when the Insured Person/Eligible Member is prevented from reaching his/her scheduled destination throughout the hijack of any aircraft in which he/she is travelling as a fare paying passenger during the Period of Insurance.

## **Section 11**

### **Missed Departure**

We will pay for the cost of additional accommodation and travel expenses necessarily incurred to transport You from Your final departure point to Your Country of Residence due to Your means of transport having unavoidably failed to deliver You to this point of departure in time.

### **Limit of amount payable**

The total amount payable in respect of each Insured Person/Eligible Member shall not exceed €700.

### **What is not covered**

We will not pay for any missed departure arising from strike or industrial action which has commenced or has been announced before the issue date of this Policy.

## **Extension of Period of Insurance**

If the homeward journey cannot be completed before the expiry of the maximum duration of the trip of 60 days; cover shall remain in force without additional premium as follows:

1. up to 14 days in the event of delay to any vehicle, vessel or aircraft in which You are travelling as a ticket holding passenger;
2. up to 30 days if the intended return journey is prevented due to Your bodily injury or illness. In this event We will also continue to pay medical treatment under Item I of the Medical Expenses section (up to the sum insured provided by the Policy) for this period or such extension of period as is medically certified as being necessary.

## **General Exclusions**

### **Which apply to the whole policy**

Exclusion 1 below does not apply to Section 10 – Hijack

This Policy does not insure:

1. Any consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
2. Claims of whatever nature directly or indirectly caused by:

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
  - c. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. Any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS and/or mutant derivatives or variations thereof however caused.
  4. Death, injury, illness or disablement resulting from suicide or attempted suicide or any act which could reasonably be considered as exposure to danger (except in an attempt to save human life), venereal infection or the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).
  5. Any consequential loss other than as specified in the Policy.
  6. Any payment which You would normally have made during Your travels, if nothing had gone wrong.

7. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes any loss, damage, death, bodily injury or illness directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the death, bodily injury or illness.

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

This endorsement also excludes any death, bodily injury or illness directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exception, any death, bodily injury or illness is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

8. The Company shall not be deemed to provide cover and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United Kingdom.

### **Conditions**

1. No refund of premium shall be allowed after the date of issue of this Policy.
2. You must notify Mediterranean Insurance Brokers (Malta) Limited in writing as soon as possible after any bodily injury, illness, incident or unemployment or on the discovery of any loss or damage which may give rise to a claim under this Policy. You must also notify Mediterranean Insurance Brokers (Malta) Limited if You are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to Us without delay.
3. You, or person acting for You, must not negotiate, admit or repudiate any claim without Our written consent.
4. When making Your claim You must provide proof of the expense(s) or charge(s) You have incurred. The expense of supplying all certificates, information and evidence which We may require will be borne by You or Your legal representative. When a claim for bodily injury or illness occurs, We may request, and will pay for, any Insured Person/Eligible Member to be medically examined on behalf of Citadel Insurance p.l.c. We may also request, and will pay for a post mortem examination if any Insured Person/Eligible Member dies. At Citadel's discretion, You might be requested to present a sworn statement (affidavit) in support of Your claim.
5. If at the time of any incident which results in a claim under this Policy, there is any other insurance covering the same loss, damage, expense or liability We will pay only Our proportionate share. This condition does not apply to the Personal Accident or Hospital Cash Benefit Sections.
6. Citadel Insurance p.l.c. is entitled to take over and conduct in Your name the defence or settlement of any Legal Action. We may also take proceedings at Our own expense and for Our own benefit, but in Your name, to recover any payment

We have made under the Policy to anyone else.

7. If You make a claim or statement knowing it is false or fraudulent, then this Policy shall become void and all right to make a claim is forfeited.
8. The Indemnity provided herein shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malta or within the country in which the incident or event giving rise to the loss or liability occurred. This Contract of Insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law.
9. In the event that a group of 10 or more persons shall be travelling together and shall be insured for the same trip, the maximum amount recoverable under all sections of the Policy is deemed not to exceed €7,000,000.
10. Cover in respect of Section 1 – Cancellation and Curtailment Charges, Section 2 – Personal Accident, Section 3 – Medical Expenses, Section 6 – Personal Liability, Section 7 – Delayed Departure, Section 8 – Loss of Passport, Section 9 – Hospital Cash Benefit and Section 10 – Hijack shall cease to operate as soon as the Insured Person/Eligible Member reaches the age of 76 years. Cover shall remain operative solely in respect of Section 4 – Baggage and Section 5 – Loss of Money.
11. In the event of death of the Main Advance Account Holder, cover will be assigned to the Main Advance Account Holder's Spouse or Partner and Children until the next Renewal Date of the Policy.
12. If the Insured Person/Eligible Member holds both the HSBC Business Card and is also an HSBC Premier Customer, the higher benefit(s) under all sections in the respective Policies will prevail and no other benefit is payable.

Optional extensions attaching to and forming part of travel insurance policy no. TROC/42/10/100030 (HSBC Advance) in the name of HSBC Bank Malta p.l.c. (available at an additional premium at the request of the Insured Person/Eligible Member). Any premia quoted are net of duty and fees which will be charged over and above the amounts noted herein. Kindly contact Mediterranean Insurance Brokers (Malta) Limited for more information about the total applicable charges.

### **1. Rental Vehicle Excess**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that at the request of the Insured

Person/Eligible Member, this Insurance is deemed to be extended to include the following Extension for the duration of the trip.

In the event of loss by theft, collision or damage to a Rental Vehicle during a trip outside the Maltese Islands, Insurers will indemnify the Insured Person/Eligible Member for any excess or deductible amounts, stated in the Rental Vehicle insurance policy, that an Insured Person/Eligible Member is legally liable to pay. The maximum amount payable under this Endorsement is €350.

Specific Provisions applicable to the Rental Vehicle Excess:

- a. the Insured Person/Eligible Member must comply with all requirements of the rental company under the hiring agreement and of the insurer under the insurance policy applicable to the Rental Vehicle;
- b. the Insured Person/Eligible Member must have elected to take out insurance covering loss of or damage to the Rental Vehicle as part of the Rental Vehicle agreement;
- c. the Rental Vehicle must be rented from a licensed Rental Vehicle company;
- d. the Insured Person/Eligible Member must inspect the Rented Vehicle before taking charge of it.

Specific Definitions applicable to Rental Vehicle Excess.

Rental Vehicle shall mean any vehicle rented for 30 days duration or less by an Insured Person/Eligible Member under a licensed Rental Vehicle agreement, during a trip.

Specific Exclusions applicable to Rental Vehicle Excess.

Insurers shall not be liable for:

- a. loss or damage to a Rental Vehicle caused deliberately by the Insured Person/Eligible Member;
- b. loss or damage to a Rental Vehicle arising out of failure to maintain the Rental Vehicle according to manufacturer's service schedule, wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of rental;
- c. any Rental Vehicle Excess incurred where the Insured Person/Eligible Member was on a trip exceeding 30 days duration;
- d. loss or damage to third party property or injury to any person;
- e. loss or damage arising out of operation of the Rental Vehicle in violation of the terms of the rental agreement.

It is further agreed, that this Extension is subject to an additional premium of €8.00 plus Govt Duty per trip.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

## 2. Winter Sports Extension

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that at the request of the Insured Person/Eligible Member, the Insurance granted by this Policy shall be extended to cover Winter Sports (excluding ski racing in major events, ski jumping, ice hockey, ski boarding, snowboarding and the use of bob sleighs or skeletons) for the duration of the trip.

In consequence of the foregoing Exclusion 3(g) under Exclusions to Section 1, 2, 3 and 9 is deemed to be amended to read as follows:

3. We shall not make any payment in respect of death, injury, illness or disablement resulting from
- g. ski racing in major events, ski jumping, ice hockey, ski boarding, snowboarding and the use of bob sleighs or skeletons.

It is further agreed, that this Extension is subject to an additional premium of €40.00 plus Govt Duty per Insured Person/Eligible Member per trip.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

## 3. Specified Items Extension

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that at the request of the Insured Person/Eligible Member, Section 4 – Baggage shall be extended to include specified items (including sports equipment) for the duration of the trip.

This extension is subject to the following:

- a. a maximum limit of €3,000 per trip per Insured Person/Eligible Member;
- b. a list of the insured equipment shall be submitted to Us;
- c. an additional premium calculated at 1% of the specified items value with a minimum premium of €15.00 plus Govt Duty per Insured Person/Eligible Member per trip is to apply.

It is also warranted that the specified insured items are never left unattended unless in a locked up building.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.



#### 4. Increase in Baggage Limit for Cruises

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that at the request of the Insured Person/Eligible Member, the total amount payable in respect of each Insured Person/Eligible Member as specified under the Limit of Amount Payable under Section 4 – Baggage shall be increased to €3,700 any one cruise trip.

It is further agreed, that this Extension is subject to an additional premium of €3.00 plus Govt Duty per Insured Person/Eligible Member per trip.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

#### 5. Section 12 – Cancellation of Trip (Extreme weather conditions)

It is hereby declared and agreed that at the request of the Insured Person/Eligible Member, and subject payment of the additional premium, this policy shall be extended to include the following:

If your booked trip by air or sea is cancelled due to extreme weather conditions or other natural catastrophes we will pay you for:

1. travel and accommodation charges which You had already paid and cannot recover if You choose to cancel Your trip in the

event that Your trip is cancelled or delayed for more than 24 hours;

and

2. the cost of reasonable travel and accommodation charges which You have necessarily incurred due to the forced extension of Your trip.

#### Limit of amount payable

The maximum amount We will pay under this Section is €2,500 for each Insured Person/Eligible Member.

#### What is not covered

- a. Any cost(s) or expense(s) payable by or recoverable from the carrier, tour operator, hotel or any other service provider.
- b. Cancellation for the booked trip for any reason other than extreme weather conditions or other natural catastrophes.
- c. Claims for unused travel or accommodation arranged by using air miles or similar promotions.
- d. The first €25 of each and every claim per Insured Person/Eligible Member.
- e. Claims other than adverse weather conditions and natural catastrophes originating from withdrawal from service, temporary or otherwise of an aircraft or sea or land vessel on the order(s) or recommendation(s) of Port Authority or Civil Aviation

authority or any other similar body in any country.

## **6. Maximum duration of trip Extension**

It is hereby declared and agreed that at the request of the Insured Person/Eligible Member and subject payment of the additional premium, the maximum duration of travel under this Policy for a trip which is duly specified to a specified destination and for a specified period, shall be extended beyond the maximum duration of trip of 60 days for the period requested by the Insured Person/Eligible Member but only up to a maximum of 120 days (4 months) in total for the whole trip.

It is further agreed that this extension is subject to an additional premium per Insured Member/Eligible Member per trip as follows:

Trip to Europe – €11.65 plus Govt. Duty per week or part thereof;

Trip to anywhere else in the world – €17.45 plus Govt Duty per week or part thereof

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

## **Special conditions**

1. We will only pay for one claim under Sections 1, 11 and 12.
2. We will only pay for claims originating from adverse weather conditions or other natural catastrophes which did not exist at the time You applied for this insurance.
3. When making Your claim, You must provide proof of the additional expense(s) or charge(s) which You have incurred.
4. You must provide written confirmation from the carrier stating reason for the cancellation of the booked trip.

It is further agreed, that this Extension is subject to an additional premium of:

- €8.00 plus Govt Duty per Insured Person/Eligible Member per trip i.r.o. adults
- €3.50 plus Govt Duty per Insured Person/Eligible Member per trip i.r.o. children

Subject otherwise to the terms exceptions conditions and limitations of the Policy.

## **What to do in case of emergency**

You MUST notify GLOBAL RESPONSE immediately of ANY illness or injury or accident abroad where You are ADMITTED TO HOSPITAL as an in-patient and BEFORE any REPATRIATION OR CURTAILMENT

of Your holiday. If this is not possible because the condition is serious the contact must be made as soon as possible after You are hospitalized. Immediate contact should be made before arrangements are made for repatriation. If You do not call in these circumstances Your claim may not be accepted.

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

1. Hospitals are contacted if necessary.
2. Necessary medical fees are guaranteed.
3. Medical advisors are consulted.
4. Repatriation to Malta is arranged as appropriate if this is considered to be medically suitable.

The cost of Global Response is paid by Us. The operation of the service is governed by the terms, conditions and exclusions contained in the Policy wording. Please avoid use other than medical emergencies.

### **Global Response.**

UK (+44) 02920 468500

Please avoid use other than medical emergencies.

FAX UK (+44) 02920 468797

E-mail:  
assistance@global-response.co.uk

Please quote Your Citadel Certificate Number – Policy No. TROC/42/10/100030

Global Response operate a multilingual office, 24 hours a day, 365 days a year and will provide immediate help in relation to a liaison with doctors and hospitals, medical bills, repatriation, air ambulance and liaison with relatives.

### **General Information**

This insurance is underwritten and provided by Citadel Insurance p.l.c., an authorised insurance company which is regulated by the Malta Financial Services Authority (MFSA).

### **The Law**

The Policy shall be subject to, and be interpreted and construed in accordance with the laws of Malta. Any dispute arising out of, or in connection with this Policy, shall be subject to the exclusive jurisdiction of the Maltese Courts.

## **GUIDELINES TO POLICY HOLDER**

### **Your Policy Document**

Please read Your Policy and the Schedule and any Endorsement attached, as one document to ensure they satisfy Your requirements.

### **Claims Procedure**

In the event of any occurrence likely to result in a claim under Your Policy, please notify Mediterranean Insurance

Brokers (Malta) Limited in writing as soon as possible, in line with General Condition 2. Moreover, in the event of theft or other criminal offences which result in loss or damage which is covered under Your Policy, a report must be lodged with the competent authorities.

Please ensure to retain and submit all relevant documentation to a claim in line with the Guidelines provided by Mediterranean Insurance Brokers (Malta) Limited.

### **Professional Secrecy Act, 1994**

We are bound by the Professional Secrecy Act, 1994 with respect to information furnished by You to Us in connection with Your Policy. However, the Insurance Business Act, 1998 provides for the exchange of such information with any other insurance company, insurance intermediary and/ or the Commissioner of Police solely for the purpose of preventing, detecting or suppressing insurance fraud.

### **Making Yourself Heard**

We are committed to providing You with exceptional service, customer care and quality products.

We appreciate that things can go wrong. If You have a cause for complaint, We want You to tell Us so that We can do Our best to put things right.

### **What to do**

The quickest and most efficient way in getting Your complaint dealt with is to be sure that:

- You are talking to the right person; and
- You are giving the right information.

### **When You contact Us**

- give Your name and contact telephone/mobile number;
- quote Your Policy and/or Claim number and type of Policy You hold; and
- explain clearly and concisely the reason for Your complaint.

### **Step One**

#### **Initiating Your Complaint**

Please refer Your complaint by calling or writing to:

The Customer Complaints Director  
Mediterranean Insurance Brokers  
(Malta) Limited  
53, Mediterranean Buildings,  
Abate Rigord Street,  
Ta' Xbiex XBX1122

Tel: (356) 2343 3234  
Fax: (356) 2134 1596

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage.

## Step Two

### **If Your complaint cannot be resolved**

If Your complaint is one of those few that cannot be resolved by this stage, write to Citadel's Compliance Officer, at the following address:

Citadel Insurance p.l.c.  
Casa Borgo, 26, Market Street  
Floriana FRN 1082

Email: [customercare@citadelp.l.c..com](mailto:customercare@citadelp.l.c..com)  
Tel: +(356) 2557 9000

who will arrange for an investigation of Your case. You are to request a leaflet on "Information on making a complaint" and the relative "Complaint Form". Both are available in English and Maltese. Read them carefully and be guided accordingly.

### **Our commitment to You**

- We acknowledge Your written complaint promptly and provide You with important information relating to the investigation;
- We investigate quickly and thoroughly;
- We do everything possible to resolve your complaint to Your satisfaction; and
- We send You a reasoned reply within 15 working days from the date of registration and acknowledgment.

## Step Three

### **If You are still not satisfied with Our final response to Your complaint**

You may write, as a last step, to the Office of the Arbiter for Financial Services, or any other Alternative Dispute Resolution (ADR) scheme such as, arbitration and the Consumer Claim Tribunal, enclosing a copy of Our investigations.

### **In any case, You may also lodge your complaint to HSBC in terms of the Advance General Terms and Conditions.**

### **Protection and Compensation Fund**

If during the terms of your contract, Citadel becomes insolvent and is unable to discharge its obligations under your contract, you may be entitled to limited compensation under the Protection and Compensation Fund Regulations 2003. For further explanations, you may contact the MFSA.

### **Language Used**

These Citadel Policy Terms and Conditions and other documentation related to Citadel Policy shall be provided in English and may be communicated either by electronic mail or post.

**Commission**

In line with standard market practice, Mediterranean Insurance Brokers (Malta) Limited shall not charge for their services but they will receive their remuneration in line with the traditional international market practice in the form of brokerage from the underwriters.

## Section 2

Citadel Insurance p.l.c. –  
Data Protection Notice

Citadel Insurance p.l.c. (“the Company”) is committed to safeguarding the rights of data subjects and assisting them in exercising those rights. Kindly read the below to understand why we collect information about you and how we use it.

### **Controller of the Data**

The controller of your data is Citadel Insurance p.l.c. In case of queries, you may contact us by:

Telephone: (+356) 2557 9000  
E-mail: [dpadmin@citadelp.l.c..com](mailto:dpadmin@citadelp.l.c..com)

Casa Borgo, 26,  
Market Street,  
Floriana FRN 1082, Malta

### **Data Protection Officer**

If you wish to address the Company’s Data Protection Officer directly, you may do so by:

Telephone: (+356) 2759 5000 (ext: 601)  
E-mail: [dpo@citadelp.l.c..com](mailto:dpo@citadelp.l.c..com)

DPO, 170, Pater House,  
Psaila Street,  
Birkirkara BKR 9077, Malta

### **Purposes and Legal Bases for Processing**

Any information that you supply to the Company on any form (such as proposal form or claim form) or otherwise, whether in writing or verbally, may be processed for all or any of the following purposes:

On the basis that processing is necessary to perform the contract of insurance or to take steps at your request prior to entering into a contract, the Company may process your data to assess risk; underwrite and issue present and future contracts of insurance; collect premiums and submit other bills; assess, defend and/or settle any claims or benefits made under your policy, also through the processing of additional information; assess and respond to your queries; and transfer data to and receive data from other insurance and reinsurance companies to underwrite your contract of insurance.

On the basis that processing is necessary to comply with its legal obligations, the Company may process your data to assess, handle and/or settle any third party claims; store accounting records for tax purposes and disclose relative data to tax authorities if called upon to do so; carry out due diligence, where necessary; and prevent, detect, suppress and/or report insurance fraud or any other criminal activity as is required by law.

On the basis that processing is necessary for the purposes of the legitimate interests pursued by the Company or by a third party, the Company may process your data to establish, exercise and/or defend legal action brought by you, an insured or

a third party against the Company; carry out research (and compile statistics) for the internal management of resources, for performing actuarial science, and for the development and improvement of the Company's products and services; and take steps to safeguard the integrity of your data, and to protect the Company's data systems.

If you provided your consent on the proposal form (or subsequently) the Company may use your data to inform you by direct marketing about the Company's range of products and services including those of our affiliated companies, associates, agents and intermediaries or other carefully selected organisations.

### **Recipients of the Data**

Your personal data will be received by the Company, or an insurance intermediary on the Company's behalf, and it may be disclosed or shared, **only as is strictly necessary in accordance with the purposes outlined above**, with the Company's employees, subsidiaries, associates, intermediaries, joint controllers, the Company's external actuaries, consultants, legal advisors, auditors, risk assessors, loss adjusters and surveyors, repairers, healthcare and other medical institutions and professionals, banks, credit referencing agencies, risk intelligence agencies, the Malta Insurance Association



and other insurance and reinsurance companies, other professionals, and public, legal and/or judicial authorities. The Company may also disclose your data to third parties if it is called upon to do so by a competent authority, or by a Court or tribunal, only to the extent required and allowed by law.

### **Retention Period**

The Company makes every effort to store personal data only for as long as it is necessary for the purposes outlined above. In line with industry practice and following termination of your policy (if any), the Company erases, destroys, or makes anonymous all data howsoever received after taking into consideration whether:

- There are any ongoing insurance claims, or any potential for such claims;
- There are any disputes, both in relation to third parties and in relation to the Company, whether in Court, at arbitration, or otherwise, or any potential for disputes, including without limitation, those relating to the contract of insurance;
- The Company has any further obligations towards other insurance companies, its reinsurers, its intermediaries, the Malta Insurance Association, its service providers, and/or any third parties;

- The Company has extinguished its legal obligations towards you, its service providers and/or any third parties;
- The Company has any further legal obligations arising out of, among others, tax law, law relating to money laundering, and the MFSA rules and regulations for the insurance industry.

### **Your Rights**

You have the right to:

- Acquire access to your data, including confirmation from the controller as to whether data about you is being processed and to receive further information about that processing;
- Amend inaccurate personal data;
- Request the erasure of data processed about you, on the basis of certain grounds, such as where the data is no longer necessary for the purposes for which it was collected or where consent for processing that requires consent has been withdrawn, among other grounds;
- Request the data controller to restrict its processing activities on your data, on the basis of certain grounds, such as where the accuracy of the data is contested;

- Receive the personal data provided by you in a structured, commonly used and machine-readable format or to request that such data is transferred in such format to another data controller;
- Withdraw your consent to processing that is based on your consent, such as direct marketing;
- Lodge a complaint with the competent supervisory authority in Malta, which can be made on their website;
- Object to processing that is carried out for the legitimate interests of the controller, by reference to your specific situation. You may, at all times, object to direct marketing.

Should you wish to exercise any of your rights, you may do so by contacting us, our DPO, or by visiting our website.

### **Important Information**

The information that you are requested to provide is necessary for the Company to deliver its service, and thus failure to provide the Company with the necessary information might render the Company unable to fulfil deliver the requested service.

The Company engages in insurance industry standard profiling, wherein the assessment of risk is made partially by automated means. However, all final decisions which produce any legal effects on data subjects, including

without limitation, the decision on whether to underwrite a risk and issue a contract of insurance, are taken with human intervention.

If you have acquired your insurance policy through an insurance broker, such broker may be considered a joint controller.

## Section 3

Mediterranean Insurance Brokers  
(Malta) Limited –  
Data Protection Notice

### Introduction

All companies forming part of the MIB Insurance Group (hereinafter referred to as MIB, us, our or we) 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 (EU).

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 licence 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).

- 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.

## **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/de-fendant), witnesses, experts (including medical experts), loss adjusters, lawyers and claims handlers.

## **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 analyse 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 safeguards 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 unauthorised 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 anonymises 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 outweighs 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,  
53, MIB House,  
Abate Rigord Street,  
Ta' Xbiex, XBX1122

or communicate your query/concerns on;

T: +356 2343 3234

E: 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.



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