

## 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 familiarize 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 Negozju Card and/or Debit Card and/or Negozju 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 / You / Your”** means the persons named in the Schedule.

**“Eligible Member”** means a person who holds during the Contract Period a valid HSBC Negozju Card and/or Debit Card and/or Negozju 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 including their Partners, Spouses and Children as noted in i), ii) and iii) above

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<sup>st</sup> 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”** – 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.

### **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.

**“Curtailment”** 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.

**“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 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 abroad, where applicable.
3. The Insured 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.

<b>BENEFITS</b>	<b>€</b>
Death	€75,000
Loss of one or more limbs and/or sight in one or both eyes	€75,000
Permanent Total Disablement after 52 weeks EXCEPT when benefit is paid for loss of limbs or sight.	€75,000
Temporary Total Disablement up to a maximum of 104 weeks	€250 per week

### **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 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 €175,000 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 €200 per person 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) €400 in respect of any single article, pair or set of articles.
- b) €1,000 in respect of laptops, blackberries and other business related single articles, pair or set of articles.
- c) €700 overall in respect of Valuables other than business related items referred to under point b) above.

## DEFINITION

**“Valuables”** means jewelry, 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 organizers 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 €700 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 amount. 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 is 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. (i) Loss of Valuables and Personal Money from an Unattended Vehicle;  
(ii) 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 claim per person 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 €750,000.

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

3. The first €75 of each and every claim

## **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 hospitalized. The total amount payable in respect of each Insured Person 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 for:
  - a. any expenses or fees for any in-patient treatment or repatriation which have not been notified to and authorized 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 or 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 for which, at the time of purchasing insurance, the Insured Person:

- 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 comes 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.
  - 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.
4. We shall not pay the first €75 of each claim per Insured Person 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.

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 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.

## **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. 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 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 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 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 Negozju Account Holder, cover will be assigned to the Main Negozju 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 Negozju 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.

#### **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](mailto:assistance@global-response.co.uk)

Please quote Your Citadel Certificate Number – Policy No. **TROC/42/10/100032**

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 Ltd 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 Ltd.

### **Data Protection Notice**

In terms of the Data Protection Act, 2001, We will process any personal and/or sensitive data supplied on/in the application/proposal form or subsequently supplied by You, whether orally or in writing, for all or any of the following purposes:

- a) underwriting and issuing contracts of insurance, collecting premiums and submitting other bills, settling Claims or paying other benefits, reinsurance, co-insurance and actuarial activities;
- b) the proper performance of Your Policy;
- c) underwriting of subsequent insurance applications/proposal forms which You may lodge with Us;
- d) preventing, detecting and/or prosecuting fraud and any other criminal activity which We are bound to report and meeting any other specific legal or contractual obligations;
- e) establishing, exercising or defending any legal action;
- f) internal management, research and statistics, systems administration and the development and improvement of Our products and services;
- g) the protection and promotion of Our legitimate interests and the proper conduct of Our business; and
- h) informing You by direct marketing about Our range of products and services including those of Our affiliated companies, associates, insurance agents and tied insurance intermediaries or other carefully selected organisations and companies.
- i) Relevant data will be disclosed or shared as appropriate with all Our employees and with Our affiliated companies, associates, insurance agents and tied insurance intermediaries, Your broker if any, the Malta Insurance Association, other insurance companies and other third parties if pertinent to any of the purposes listed above including the purpose listed in paragraph (h) above.

Should You have availed yourself of the services of one of Our insurance agents or tied insurance intermediaries, You confirm that You are aware that such insurance agents or tied insurance intermediaries will process Your personal data pursuant to their legal obligations.

*Kindly inform Us in writing should You not want to receive any direct marketing in terms of paragraph (h) above.*

By signing the proposal form You have confirmed that You are giving Your explicit consent, in terms of the Data Protection Act, 2001 on behalf of Yourself and all the other persons specified in the proposal form for Us to process Your respective personal information as outlined above and You confirm that You have brought this Data Protection Notice to the attention of these other persons and obtained their respective consents.

You have the right to require that We provide You with access to Your personal data as well as the right to rectify or, in appropriate circumstances, erase any inaccurate, incomplete or immaterial personal data which is being processed. However, You are required to inform Us immediately of any alterations relating to Your personal data which We are processing.

We undertake to implement appropriate measures and safeguards for the purpose of protecting the confidentiality, integrity and availability of all data processed.

#### **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 ways in getting Your complaint dealt with are:

- be sure You are talking to the right person; and
- that You are giving them the right information.

#### **When You contact Us**

- Please give Us Your name and contact telephone number;
  - Please quote Your Policy, and/or Claim number, and the type of Policy You hold;
- and
- Please 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 Ltd  
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 the few that cannot be resolved by this stage, write to Our Compliance Officer, at the same address who will arrange for an investigation into Your case. You are to request a leaflet on “Information for clients on making a complaint” and the relative “Client Complaint Form”. Both are available in English and Maltese. Read them carefully and be guided accordingly.

Step Three

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

You may write, as the last step, to the Consumer Complaints Manager of the Malta Financial Services Authority enclosing a copy of our investigations. Our Compliance Officer shall read it carefully and be guided accordingly.

**Our Promise to You**

- Acknowledge written complaints promptly;
- Investigate quickly and thoroughly;
- Keep You informed of progress;
- Do everything possible to resolve Your complaint;
- We send You a seasoned reply within 2 months from the date of acknowledgment;
- Use the information from complaints to continuously improve Our service