



LOMBARD

Lombard Bank Malta p.l.c.



**Lombard Bank Gold Credit Card
Travel Insurance
Cardholder's Cover Information Document**

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This Policy is underwritten by Atlas Insurance PCC Limited

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

Company Registration No: C5601

Introduction

As a **Cardholder**, **You** are entitled to benefit from free travel insurance cover under the policy issued to the **Bank**.

The intention of this document is to provide **You** with details of the insurance cover provided.

Atlas strongly recommends that **You** read this document so as to familiarise **Yourself** with the policy benefits, terms and conditions. It is also recommended that **You** keep this document in a safe place and that **You** carry it with **You** when **You** travel.

Please note the important medical emergency contact number on page 11.

Policy information/claims

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

Atlas Insurance PCC Limited
47-50 Ta' Xbiex Seafront Ta Xbiex
XBX 1021
Tel: 00356 2343 5381
Email: lombardclaims@atlas.com.mt

Cover

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

The Law applicable to this contract

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

The indemnity provided in this policy shall apply only to judgements, orders or awards that are delivered by or obtained from a court within **Malta** or within the county where the incident or event giving rise to the loss or liability occurred.

Definitions

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

ACCOUNT

means a **Card** account

ACCOUNT HOLDER

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

ATLAS

means Atlas Insurance PCC Limited 47-50 Ta'Xbiex Seafront, Ta'Xbiex XBX1021 Malta.

ABANDONMENT / ABANDON

means abandoning the **Trip** by direct return to **Malta** or by attending a hospital abroad for in excess of 48 hours as an in-patient.

ACCOMPANYING PERSON

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

BAGGAGE

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

BANK

means Lombard Bank Malta p.l.c. of 67, Republic Street, Valletta, VLT1117, Malta

BODILY INJURY

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

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

BUSINESS TRIP

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

CARD

means a valid Visa or Mastercard "Gold" credit card issued by the **Bank**.

CARDHOLDER

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

CLOSE BUSINESS ASSOCIATE

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

CLOSE RELATIVE

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

COMMUNICABLE DISEASE

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

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

CORONAVIRUS

means the virus officially known as “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and/or any related illness including “COVID-19” (previously known as “2019 novel coronavirus”) disease and/or any mutant derivatives or variations thereof however caused.

DATE OF BOOKING

means the date a booking is made in respect of any **Trip**.

DIRECT JOURNEY

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

ELECTRONICS

means

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

ENTRY DATE

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

EXCESS

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

FULL VALUE

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

GEOGRAPHICAL AREA

means anywhere in the world.

HOME

means **Your** normal place of residence in **Malta**.

INSURED

means the **Bank** for the benefit of all **Cardholders**.

INSURED PERSON/You/YOUR

means all **Cardholders** but extends to include **Spouses**, partners living in the same household and children up to 23 years of age all living at **Home** and in full time education. In order to be insured, each person must be permanently resident in **Malta** and has been resident in **Malta** for the six months prior to the **Date of Booking** or the **Entry Date** (whichever is the later).

LOSS OF LIMB

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

LOSS OF SIGHT

means total and irrecoverable loss of sight.

MALTA/ MALTESE

means the islands of Malta, Gozo and Comino.

MEDICAL CONDITION

means any disease, illness or injury.

MEDICAL PRACTITIONER

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

PERIOD OF INSURANCE

In respect of cancellation cover provided by Section A - Cancellation or Abandonment Charges:

- the period of insurance shall start from the **Date of Booking** or from the **Entry Date** (whichever is later) till when the **Trip** commences; and
- the **Date of Booking** or the **Entry Date** must occur within the Policy Contract Period and cover is not operative if the period from the later of the **Date of Booking** of the **Entry Date** to the commencement date of the **Trip** starts exceeds 12 calendar months.

For all other cover under the policy, the period of insurance means the period of the **Trip** but not, in any case, exceeding a maximum period of forty-five (45) days. It is understood that the insurance commences when **You** leave **Your Home** or **Your** place of business in **Malta** (whichever is the later) to commence the **Trip** and terminates at the time of **Your** return to **Your Home** or place of business in **Malta** (whichever is the earlier) on completion of the **Trip**.

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

PERSONAL TOTAL DISABLEMENT

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

PERSONAL MONEY

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

PRE-EXISTING MEDICAL CONDITION

means:

- a) any respiratory condition (relating to the lungs or breathing), heart condition, stroke, cancer or anxiety state and/or depression **You** have, or have had, for which **You** are taking prescribed medication or are waiting to receive, or have received treatment (including surgery, tests or investigations) within the last 5 years;
- b) any other **Medical Condition** **You** have, or have had, for which **You** are taking prescribed medication or are waiting to receive, or have received treatment (including surgery, tests or investigations) within the last 12 months.

PUBLIC TRANSPORT

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

SERVICE CANCELLATION

means the cancellation of a marine or flight service which **You** are booked to utilise as a result of adverse weather conditions or other natural disasters.

SPOUSE

means the **Account Holder's** legally recognised husband or wife provided the parties are not legally separated or divorced

TERRORISM

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

TRIP

means any conventional pleasure trip or **Business Trip** made by **You** within the **Geographical Area** which begins and ends in **Malta** during the **Period of Insurance** but excluding one way trips or journeys.

UNATTENDED

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

VALUABLES

means any of the following items:

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

Limits

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

All Limits are per Insured Person

Section

| | | |
|----------|---|---|
| A | Cancellation or Abandonment Charges | Limit: €4,000 |
| B | Emergency Medical and Other Expenses | Limit : €100,000 |
| C | Hospital Benefit | €35 for every complete 24 hours, maximum €1,200 in the aggregate |
| D | Personal Accident | See Benefits Specification below |
| E | Baggage and Passport | Baggage Sum Insured: €2,500 sub-limited as follows: <ul style="list-style-type: none">• Single Article (including all Valuables) Sub-Limit: €600• Aggregate Sub Limit for Electronics: €850• Aggregate Sub-Limit for other Valuables: €850• Delayed Baggage Limit: €700• Passport and Ticket Loss Expenses Limit: €120 |
| F | Personal Money | Personal Money Sum Insured: €950 |
| G | Personal Liability | €500,000 |
| H | Delayed Departure | €50 for the first completed 12 hours delay and €25 for each full 12 hours delay thereafter, maximum €140 in the aggregate |
| I | Missed Departure | Missed Departure Limit: €700 |
| J | Hijack | €120 for every 24 hour period, maximum €500 in the aggregate |
| K | Winter Sports Extension | Only applicable if you purchase this cover – cover and limits are shown within the Section |

Personal Accident Benefits - Specification

For the purpose of this Policy, any person is deemed to be the age he or she is on the **Date of Booking** or the **Entry Date** (whichever is the later).

| BENEFIT | Up to age 15 years inclusive | 16 years to 75 years inclusive |
|---|-------------------------------------|---------------------------------------|
| 1 Death | €6,000 | €120,000 |
| 2 Loss of one or more limbs and/or loss of sight in one or both eyes | €6,000 | €120,000 |
| 3 Permanent total disablement | € 6,000 | €120,000 |

General Conditions Applicable To The Whole Policy

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

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

1. Multiple Cards

If at the time of any incident which results in a claim under this policy, an **Account Holder** holds more than one **Card**, only one claim may be made in respect of each incident.

2. Other Insurance

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

3. Reasonable precautions

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

4. Closed or Blocked Accounts

All cover under this Policy terminates automatically in respect of **Insured Persons** as soon as the respective **Account** is closed.

If an **Account** is blocked in the case of death of the **Account Holder**, cover will be assigned to the **Account Holder's Spouse** or partner and children.

Claims Conditions

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

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

1. Claims

- a) **You** must notify **Atlas** with full details in writing as soon as **You** reasonably can, but not later than 15 days following **Your** return to **Malta**, following any **Bodily Injury**, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may give rise to a claim under this policy.
- b) **You** must also inform **Atlas** immediately if **You** are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **Atlas** without delay. **You** or anyone acting on **Your** behalf must not negotiate, admit or repudiate any claim without **Atlas'** written consent.
- c) **You** or **Your** representatives must supply at **Your** expense all information, reports, evidence (including receipts), details of household and other insurance and medical certificates as required by **Atlas**. **Atlas** reserve the right to require **You** to undergo an independent medical examination at **Atlas'** expense. **Atlas** may also request and will pay for a post-mortem examination.
- d) **You** must retain any property which is damaged, and, if requested, send it to **Atlas** at **Your** own expense. If **Atlas** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage, then it will become **Atlas'** property.
- e) **Atlas** may refuse to reimburse **You** for any expenses for which **You** cannot provide receipts or bills.
- f) **You** may be asked to present a sworn statement (affidavit) at **Your** expense in support of any claim.

2. Subrogation

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

3. Fraud

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

- a) make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or

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

4. Arbitration

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

Important Conditions Relating To Health

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

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

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

the Emergency and Medical Service section on page 11.

Also refer to the **General Exclusions** on page 10/11.

General Exclusions Applicable To All Sections Of The Policy

(Exclusions 4, 5, 6, and 7 do not apply to claims for cancellation under Section A - Cancellation and Abandonment Charges)

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

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

1. (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (b) **Terrorism** caused or contributed to by the use of, release or the threat thereof of any nuclear weapon or device or chemical or biological agent (regardless of any other cause or event contributing concurrently or in any other sequence to the loss) and any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**;
2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
3. loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
4. **Your** pursuit of winter sports or **Your** use of dry-ski slopes **unless Section K – Winter Sports Extension is operative (optional cover).**

In such case however the following winter sports activities will remain excluded: Off piste skiing without a guide, skiing against local authoritative warning or advice, ski stunting, free-style skiing, Nordic skiing, ice hockey, bobbing, tobogganing, heli skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, snow cat skiing, snow carting, snow mobiling or the use of bob sleighs, luges or skeletons;

5. **Your** engagement in or practice of: manual work in connection with a profession, business or trade, flying except as a fare paying passenger in a fully-licensed passenger-carrying aircraft, professional entertaining, professional sports, racing (other than on foot or while swimming), motor rallies and motor competitions;
6. **Your** engagement in or practice of: boxing, bungee jumping, canoeing at grade 4 or above, caving or cave diving, canyoning, rock climbing or mountaineering requiring the use of guides or ropes, extreme sports of any kind, expeditions, football (if the main purpose of the Trip), gliding, gymnastics, hang gliding, high diving, horse riding in competitions, hot air ballooning (unless as part of an organised trip with a qualified pilot), hunting, jet skiing, karate, kayaking, martial arts, micro lighting, parachuting, paragliding, parapenting, polo, pot holing, quad-biking, rafting, rugby, shark diving, sky diving, sky surfing, underwater activities requiring the use of artificial breathing apparatus (except scuba diving of less than 15 metres depth if suitably qualified or if supervised by a professional instructor) or wrestling;
7. **Your** use, as a driver or passenger, of a motorised two or three wheeled vehicle unless:
 - the vehicle has an engine size 125cc or lower; and
 - **You** are wearing a crash helmet; and
 - (if **You** are driving) a full **Maltese** driving licence (or equivalent driving licence) is held permitting the use of such vehicle in **Malta** and in the visiting country;
8. **Your** wilfully self-inflicted injury or illness, self-exposure to needless peril (except in an attempt to save human life), suicide or attempted suicide and sexually transmitted diseases;
9. **Your**
 - (a) consumption of alcohol, drugs (other than drugs taken in accordance with treatment prescribed and directed by a Medical Practitioner, but not for the treatment of drug addiction) and solvents impairing **Your** physical ability and/or judgement;
 - (b) abuse of alcohol, drugs and/or solvents;
 - (c) suffering from the symptoms of or illness due to alcohol, drug and/or solvent dependence

- and/or withdrawal;
10. **You** own unlawful action or any criminal proceedings against **You**;
 11. HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS and/or mutant derivatives or variations thereof however caused;
 12. **Coronavirus**:
 13. inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto. The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance or compound containing asbestos or waste comprising of or containing asbestos;
 14. operational duties of a member of the armed forces;
 15. emotional disorders anxiety or panic attacks and hysteria unless they result in admission into a hospital;
 16. consequential loss of any kind (for example the replacement of locks following loss of keys);
 17. erasure or distortion of data, accidental erasure or mislaying or misfiling of documents or records and computer viruses and similar mechanisms or hacking;
 18. **You** travel to a country or specific area or event to which the relevant **Maltese** authorities or the World Health Organisation has advised the public not to travel or to which the relevant Maltese authorities have prohibited travel.

Emergency And Medical Service

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

Medical assistance abroad

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

- be injured in an accident or
- fall ill

and require in-patient medical treatment.

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

Payment for medical treatment abroad

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

For simple outpatient treatment, **You** should pay the hospital/clinic yourself and claim back medical expenses from **Atlas** on **Your** return to **Malta**.

Contact Global Response on telephone number: • 24 Hour Operations

Tel: +44 (0) 292 066 2438

Fax: +44 (0) 2079284748

Email: atlasassist@global-response.co.uk

You must quote Policy number 511382 299 001 and advise them that You are Insured with Atlas Insurance PCC Limited.

Reciprocal Health Agreements

European Union, European Economic Area or Switzerland

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

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

Section A - Cancellation or Abandonment charges

What is covered

Atlas will pay **You** up to the Cancellation or Abandonment Charges Limit noted under the Limits section on page 7, for any

1. irrecoverable unused travel and accommodation costs;
2. a) non-refundable costs in respect of unused excursions, holiday tours and cultural event tickets up to €125 in total; and
b) show and sports event tickets up to €125 in total; booked before the occurrence which leads to a claim; and
3. other pre-paid charges which **You** have paid or are contracted to pay together with
4. any reasonable additional travel expenses incurred (when **You** cannot use his/her return ticket)

Note: *the above includes irrecoverable deposits but it excludes pre-paid hire of ski equipment, pre-paid ski passes and ski tuition and/or any prepaid green fees.*

if:

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

as a result of any of the following events occurring:

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

Special conditions relating to claims

1. **You** must obtain a medical certificate from a **Medical Practitioner** to confirm the necessity to return **Home** prior to **Abandonment** of the **Trip** due to death, **Bodily Injury** or illness.
2. If **You** fail to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel or **Abandon** the **Trip**, **Atlas'** liability shall be restricted to the cancellation/**Abandonment** charges that would have applied had failure not occurred.
3. If **You** cancel the **Trip** due to **Bodily Injury** or illness **You** must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.

What is not covered

1. Any claims arising directly or indirectly from:
 - a) redundancy:
 - caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy, or
 - where a warning or notification of redundancy was given prior to the **Date of Booking** or the **Entry Date** (whichever is the later), or
 - where **You** or **Your Spouse** have been employed for less than 12 months as at the **Date of Booking** or the **Entry Date** (whichever is the later), or
 - where **You** or **Your Spouse** are self-employed;
 - b) circumstances known to **You** prior to the **Date of Booking** or the **Entry Date** (whichever is the later) which could reasonably have been expected to give rise to cancellation or **Abandonment of the Trip**;
 - c) **Service Cancellation**.
 2. Compensation for frequent flyer points or similar schemes.
 3. Any claim for unused travel or accommodation arranged by using Air Miles or similar travel loyalty schemes.
 4. Any claim for management fees, maintenance costs or exchange fees associated with timeshare and similar arrangements.
 5. **Abandonment** arising as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication.
 6. Anything mentioned in the **General Exclusions** on page 10/11.
- Also refer to the **Important Conditions Relating To Health** on page 9.

Section B - Emergency Medical And Other Expenses

What is covered

Atlas will pay **You** up to the Emergency Medical and Other Expenses Limit noted in the **Limits Sections** on page 7 (but see also any sub-limits below) for the following expenses which are necessarily incurred within 12 months of the incident as a result of **You** suffering death, **Bodily Injury** or illness and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance (including rescue services to take **You** to hospital) and nursing fees and charges incurred outside **Malta** (and in **Malta** up to a limit of €700 for any treatment required within a maximum period of three months after **Your** booked return date).
2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to a limit of €250 incurred outside **Malta**.
3. In the event of **Your** death outside **Malta**, the reasonable additional cost of funeral expenses abroad plus the reasonable cost of conveying **Your** ashes to **Your Home**, or the additional costs of returning **Your** body to **Your Home**.
4. Reasonable additional transport (economy class) and half board accommodation expenses incurred, up to the standard of **Your** original booking, if it is medically necessary for **You** to stay beyond **Your** scheduled return date.
This includes, with **Atlas**' prior authorisation or that of **Global Response**, reasonable additional transport and accommodation expenses for a friend or **Close Relative** to remain with **You** or travel to **You** from **Malta** or escort **You** and reasonable additional travel expenses (economy class) to return **You** to **Your Home** if **You** are unable to use the return ticket.
5. With the prior authorisation of **Global Response**, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **You** to **Your Home** if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless **Global Response** agree otherwise.

Special conditions relating to claims

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

What is not covered

1. The **Excess** of €35.
2. Any claims arising directly or indirectly in respect of:
 - a) costs of telephone calls, other than calls to **Global Response** notifying them of the problem for which **You** are able to provide a receipt or other evidence to show the cost of the call and the number telephoned;
 - b) the cost of treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated **Your** admittance into hospital;
 - c) any expenses which are not usual, reasonable or customary to treat **Your Bodily Injury** or illness;
 - d) any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and **Global Response** can be delayed reasonably until **You** return to **Malta**;
 - e) expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside **Malta**;
 - f) additional costs arising from single or private room accommodation;
 - g) treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
 - h) any expenses incurred after **You** have returned to **Malta** except up to the limit noted under **What is Covered** above;
 - i) expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
 - j) **Your** decision not to be repatriated after the date when in the opinion of **Global Response** it is safe to do so.
3. Anything mentioned in the General Exclusions on page 10/11.

Also refer to the **Important Conditions Relating To Health** on page 9.

Section C - Hospital Benefit

What is covered

Atlas will pay **You** €35 for every complete 24 hours **You** have to stay in hospital as an in-patient outside **Malta** up to a maximum of €1,200 in the aggregate as a result of **Bodily Injury** or illness **You** sustain. **Atlas** will pay the amount above in addition to any amount payable under **Section B - Emergency Medical and Other Expenses**.

Special condition relating to claims

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

What is not covered

1. Any claims arising directly or indirectly from:
 - a) any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated **Your** admittance into hospital;
 - b) hospitalisation relating to any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and **Global Response** can be delayed reasonably until **Your** return to **Malta**;
 - c) any additional period of hospitalisation relating to treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
 - d) hospitalisation as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
 - e) any additional period of hospitalisation following **Your** decision not to be repatriated after the date when in the opinion of **Global Response** it is safe to do so.
 2. Anything mentioned in the **General Exclusions** on page 10/11.
- Also refer to the **Important Conditions Relating to Health** on page 9.

Section D - Personal Accident

What is covered

Atlas will pay one of the **Personal Accident Benefits** shown in the relevant Specification on page 6 if **You** sustain **Bodily Injury** which shall solely and independently of any other cause, result within two years in **You**:

1. death,
2. **loss of limb, loss of sight, or**
3. **Permanent Total Disablement.**

Special condition relating to claims

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

Provisions

Benefit is not payable to **You**:

1. under more than one of items 1, 2 or 3 of the **Personal Accident Benefits** shown in the Specification on page 7;
2. under item 3 of the **Personal Accident Benefits (Permanent Total Disablement)** until one year after the date **You** sustain **Bodily Injury**;
3. under item 3 of the **Personal Accident Benefits (Permanent Total Disablement)** if **You** are in full time employment at the time of the accident;
4. under item 3 of the **Personal Accident Benefits (Permanent Total Disablement)** unless **You** are in full time employment at the time of the accident.

What is not covered

Anything mentioned in the **General Exclusions** on page 10/11.

Also refer to the **Important Conditions Relating To Health** on page 9.

Section E - Baggage And Passport

What is covered

1. **Atlas** will pay **You** up to the amount of the **Baggage** Sum Insured under the **Limits section** on page 7 for the accidental loss of, theft of or damage to **Baggage**. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation, or **Atlas** may at **Atlas'** option replace, reinstate or repair the lost or damaged **Baggage**.

The maximum **Atlas** will pay **You** for any one article (**Valuable** or otherwise), pair or set of articles (**Valuable** or otherwise) is the amount of the **Single Article Sub-Limit** noted in the **Limits section** on page 7.

The maximum **Atlas** will pay **You** in total for

- **Electronics;**
- all other **Valuables**

is the amount of the Aggregate **Valuables Sub-Limits** noted in the **Limits Section** on page 7.

2. **Atlas** will also pay **You**:
 - a) up to the amount of the **Delayed Baggage Limit** shown under the **Limits section** on page 7 for the emergency replacement of clothing, medication and toiletries if **Your Baggage** is temporarily lost in transit during the outward journey and not returned to **You** within 12 hours, provided written confirmation is obtained and sent to **Atlas** from the carrier, confirming the number of hours the **Baggage** was delayed.
If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section;
 - b) up to the amount of the **Passport and Tickets Loss Expenses Limit** shown under the **Limits Section** on page 7 for reasonable additional travel, communication and accommodation expenses incurred necessarily abroad to obtain a replacement of **Your** lost or stolen travel tickets and/or passport plus the cost of a temporary replacement passport.

Special conditions relating to claims under Sections: E- Baggage and Passport and F - Personal Money and (if applicable) Section K - Winter Sports Extension

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

What is not covered under Sections: E- Baggage and Passport and F- Personal Money and (if applicable) Section K - Winter Sports Extension

1. Loss, theft of or damage to any property whatsoever (including **Personal Money**) contained in or stolen from an **Unattended** vehicle.
2. Loss, theft of or damage **Electronics**, telescopes and binoculars if left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless:
 - deposited in a locked safe or safety deposit box; or
 - deposited in the custody of the "left luggage" facility provided by an airport, hotel, sea, train or bus station; or
 - in **Your** locked accommodation.
3. Loss, theft of or damage to **Valuables** (other than those mentioned in 2. above) and/or **Personal Money** if left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a locked safe or safety deposit box.

Note to 1, 2 and 3 above - In the context of transit by any means of transport including Public Transport, property is deemed Unattended if it is not in Your personal custody and control e.g. when travelling by aeroplane it must travel as hand luggage.

4. Loss or damage or expense due to delay, confiscation, requisition, seizure, detention or destruction by customs or other authority.
5. Damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
6. Loss, theft of or damage to:
 - a) unset precious stones;
 - b) contact or corneal lenses;
 - c) hearing aids, dental or medical fittings;
 - d) anything shipped as freight;
 - e) deeds, manuscripts, securities, bonds or documents of any kind;
 - f) bicycles;
 - g) **Ski-Equipment** unless Section K - Winter Sports Extension is applicable.
7. Cracking, scratching, breakage of or damage to:
 - china;
 - glass (other than glass in watch faces, cameras, binoculars or telescopes);
 - porcelain or other brittle or fragile articles;
 - antiques, household goods and perishable goods unless caused by fire, theft, or accident to the sea vessel, aircraft, train or vehicle in which they are being carried.
8. Breakage of or other damage to:
 - a) sports equipment;
 - b) sports clothing while in use.
9. Musical instruments suffering:
 - scratching, denting or bruising, breakage of strings or loss of tone;
 - other damage unless they are carried in their professional cases.

10. Loss, theft of or damage to:
 - motor accessories;
 - business goods, samples, tools of trade, and other items used in connection with **Your** business, trade, profession or occupation.
11. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing, altering or restoring, mechanical or electrical breakdown.
12. Loss due to depreciation in value of money, variation in exchange rates or shortages due to error or omission.
13. Loss, theft of or damage to travellers' cheques if **You** have not complied with the issuer's conditions or where the issuer provides a replacement service.
14. **Your** liability under the terms of any credit and/or cash card as a direct result of its loss and subsequent unauthorised use.
15. Loss, theft of or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused materials unless purchased pre-recorded when **Atlas** will pay up to the makers latest list price.
16. Anything mentioned in the **General Exclusions** on page 10/11.

Section F - Personal Money

What is covered

Atlas will pay **You** up to the amount of the **Personal Money** Sum Insured shown in the **Limits Section** on Page 7 for the accidental loss of, theft of or damage to **Personal Money**. In respect of foreign currency cover is also operative during the 72 hours immediately preceding **Your** departure on the outward journey.

Special conditions relating to claims

See Special Conditions relating to claims in **Section E - Baggage and Passport**.

What is not covered

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

Section G - Personal Liability

What is covered

Atlas will pay up to €500,000 (inclusive of legal costs and expenses awarded against **You** or incurred by **You** with **Atlas'** written permission) against any amount **You** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

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

Special conditions relating to claims

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

What is not covered

1. Compensation or legal costs arising directly or indirectly from:
 - a) liability which has been assumed by **You** under agreement unless the liability would have attached in the absence of such agreement;
 - b) the pursuit of any trade, business, profession or occupation or the supply of goods or services;
 - c) the ownership, possession or use of:
 - firearms;
 - animals (other than dogs and cats and horses used for private hacking);
 - mechanically propelled vehicles;
 - aircraft and watercraft (other than manually propelled rowboats, punts or canoes),
 - d) the transmission of any **Communicable Disease**;
 - e) ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where **Atlas** will not pay for the first €45 of each and every claim arising from the same incident).
2. Punitive, aggravated, non-compensatory or exemplary damages.
3. Anything mentioned in the **General Exclusions** on page 10/11.

Section H - Delayed Departure

What is covered

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

Atlas will pay **You**:

1. €50 for the first completed 12 hours delay and €25 for each full 12 hours delay thereafter up to a maximum of €140 in the aggregate; or
2. up to the **Cancellation and Abandonment Charges Limit** noted in the **Limits section** on page 7 for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **You** have paid or are contracted to pay if after a minimum 24 hours has elapsed from the scheduled time of departure from **Malta**, **You** choose to cancel **Your Trip**.

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

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

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

Special conditions relating to claims

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

What is not covered

1. The **Excess** of €35 under **Sub-section 2** above.
2. Claims arising directly or indirectly from:
 - a) strike or industrial action or air traffic control delay existing or publicly declared by the the **Date of Booking** or the **Entry Date** (whichever is the later);
 - b) withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country;
 - c) **Service Cancellation**.
3. Compensation for frequent flyer points or similar schemes.
4. Any claim for unused travel or accommodation arranged by using Air Miles or similar travel loyalty schemes.

5. Any claim for management fees, maintenance costs or exchange fees associated with timeshare and similar arrangements.
6. Anything mentioned in the **General Exclusions** on page 10/11.

Section I - Missed Departure

What is covered

Atlas will pay **You** up to the **Missed Departure Limit** under the **Limits section** on page 6 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in returning to **Malta** if **You** fail to arrive at the final international departure point in time to board the **Public Transport** on which **You** are booked to travel back to **Malta** as a result of:

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

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

Special conditions relating to claims

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

What is not covered

1. The **Excess** of €25.
2. Claims arising directly or indirectly from:
 - a) strike or industrial action or air traffic control delay existing or declared publicly before the **Date of Booking** or the **Entry Date** (whichever is the later);
 - b) an accident to or breakdown of the vehicle in which **You** are travelling for which a professional repairers report is not provided;
 - c) breakdown of the vehicle in which **You** are travelling if the vehicle is owned by **You** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
 - d) withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country;
 - e) **Service Cancellation**.
3. Additional costs where the scheduled **Public Transport** operator has offered reasonable alternative travel arrangements.
4. Any claim where **You** have not done all **You** can to reach **Your** departure point in time.
5. Anything mentioned in the **General Exclusions** on page 10/11.

Section J - Hijack

What is covered

If the **Public Transport** on which **You** are booked to travel is hijacked on a **Direct Journey** to or from **Malta**, **Atlas** will pay **You** €120 for every completed 24 hours of restraint from travel up to a maximum of €500 in the aggregate.

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

Special conditions relating to claims

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

What is not covered

Anything mentioned in the **General Exclusions** on pages 10/11, however, for the purpose of this Section, General Exclusion 1(b) is not applicable.

Optional Cover

Section K - Winter Sports Extension

- *Cover under this Section only operates if an additional premium has been paid per Insured Person per Trip;*
- *All limits apply per Insured Person within the period of cover applicable to this Extension;*
- *This Extension is not available for winter sports Trips exceeding 14 days.*

Definition changes applicable to this Section

The policy definition **Insured Person** is amended to include **Insured Persons** that have paid the additional premium to purchase the cover under this Section.

The policy definition for **Trip** is amended to cover winter sports trips for a specified period of travel not exceeding fourteen (14) days per trip.

Additional Definitions

Ski-Equipment

means skis (including bindings), ski boots, ski poles and snowboards.

Ski pack

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

What is covered

1. **Atlas** will pay **You** up to €1,000 for the accidental loss of, theft of or damage to **Your** own **Ski Equipment** or **Ski Equipment You** hire and may be responsible for. The amount payable will be the value at today's prices less a deduction for wear and tear and depreciation or **Atlas** may at **Atlas'** option replace, reinstate or repair the lost or damaged **Ski Equipment**.
The maximum **Atlas** will pay for any one article, pair or set of articles is €500.
2. **Atlas** will pay **You** up to €50 per day, up to a maximum of €350, for the reasonable cost of hiring replacement **Ski Equipment** as a result of accidental loss of, or theft of or damage to or temporary loss in transit for more than 24 hours of **Your** own **Ski Equipment**.
3. **Atlas** will pay the **You**:
 - a) up to €500 for the unused portion of Your Ski Pack following the Your Bodily Injury or illness;
 - b) up to €250 for the unused portion of the Your lift pass if lost.
4. **Atlas** will pay up to €50 per day, up to a maximum of €350 for the cost of transport organised by the tour operator to an alternative site if lack of or excessive snow conditions, dangerous high winds or avalanche results in the closure of all skiing facilities (excluding cross-country skiing) in **Your** resort and it is not possible to ski. The cover only applies:
 - a) to the resort which **You** has pre-booked for a period exceeding 12 hours and for so long as

such conditions prevail at the resort, but not exceeding the pre-booked period of **Your Trip** and

- b) to **Trips** in Europe during the period 15th December to 30th March (both dates inclusive) and to other **Trips** only during the customary period of skiing and boarding in **Your** chosen resort.

If no alternative sites are available **Atlas** will pay **You** compensation of €50 per day up to a maximum of €350.

Special conditions relating to claims

1. In respect of What is covered numbers 1 and 2 above see **Special Conditions relating to Claims in Section E - Baggage and Passport** on page 16.
2. Under What is covered number 3 above **You** must provide written confirmation from a **Medical Practitioner** that such **Bodily Injury** or illness prevented the **You** from using the **Your Ski Pack**.
3. Under What is covered number 4 above **You** must provide written evidence that confirms the piste closures from resort management.

What is not covered

1. The **Excess** of €50;
2. In respect of What is covered numbers 1 and 2 above see What is not covered under section E - Baggage and Passport.
3. Any expenses under What is covered number 4 above where costs, compensation or alternative skiing facilities are provided to **You**.
4. Any claims under What is covered number 4 arising directly or indirectly from circumstances known to **You** prior to the date this insurance is effected by **You** or at the time of booking any **Trip**, whichever is the later, which could reasonably have been expected to give rise to the impossibility to ski.
5. Anything mentioned in the **General Exclusions** on Page 10/11.

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

Premium payable for this cover:

- €50 per week per **Insured Person** (aged 16 years and over) per **Trip** of maximum duration of 14 days
- €25 per week per **Insured Person** (aged under 16 years of age) per **Trip** of maximum duration of 14 days.

Document Duty will be payable at 11% on total premium with a minimum duty of €13.00.

Data and Privacy Protection

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

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

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

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

- managing claims, which may require obtaining data including medical information from healthcare providers (including any public or private hospital or clinic) and/or Your employers (for company schemes) and which you hereby authorise;

- administering policies with insurance brokers or other intermediaries appointed by the policyholder;
- helping **Us** prevent or detect crime by sharing **Your** information with regulatory and public bodies in **Malta** or, if applicable, overseas, including the Police, as well as with other insurance companies (directly or via shared databases such as the Malta Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
- **Our** third party suppliers or service providers to whom **We** outsource certain business operations.

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

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

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

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

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

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

Protection & Compensation for Policyholders

A special fund has been established under the Protection and Compensation Fund Regulations of 2003. The fund is made up of contributions by locally licensed insurers and provides limited compensation to policyholders if one of these insurers becomes insolvent. Payments out of the funds are made in respect of protected risks only and to qualified persons as defined in these Regulations. If **You** wish, **Our** Compliance Officer can provide **You** with a detailed explanation of the provisions of the Protection and Compensation Fund Regulations and how they affect **You**.

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

For the purpose of this section, **Atlas** is hereinafter referred to as '**Us**' '**We**' '**Our**'.

With the best will in the world, concerns about some aspects of our service may arise. Please help **Us** to resolve **Your** concerns as quickly as possible by following this process.

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

How We deal with your concerns

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

What You should do

Atlas staff have training and authority to settle problems and will do everything they can to help. They should be **Your** first point of contact.

In the unlikely event that **Your** complaint is unresolved, please write to **The Customer Care Manager** (at Atlas Insurance PCC Limited, 47-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 or email insure@atlas.com.mt) who will investigate the matter independently. The Customer Care Manager will:

- acknowledge **Your** concern within 3 working days;
- explain how **Atlas** will handle **Your** complaint and who **Your** contact person will be;
- explain what, if anything, **You** need to do;
- send **You** a copy of the Atlas Complaints Procedure if **You** do not already have a copy of it;
- give **You** a reply to **Your** concern within 15 days. If **We** are still unable to conclude within this time period **We** will write to **You** explaining why.

If You are still not satisfied

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

Travel Claims - Documentation Required
To be presented along with a completed claim form

| Common Loss Types | Documentation Required | Comments |
|---|---|--|
| Baggage Damage | Airline Ticket/E-Ticket Photocopy of ID Card/Passport Original Damage Report (Property Irregularity Report) Original Luggage Tags and Boarding Pass | issued on arrival by airline representatives of flight during which the damage occurred |
| Baggage Delay | Airline Ticket/E-Ticket Photocopy of ID Card/Passport Original Initial Report (Property Irregularity Report) Original Delivery Report Original Luggage Tags and Boarding Pass | issued on arrival by airline representatives presented by airline representatives on baggage delivery of flight during which the delay occurred |
| Lost Baggage | Airline Ticket/E-Ticket Photocopy of ID Card/Passport Original Initial Report (Property Irregularity Report) Original Followup Report - declaring lost baggage Proof of Ownership of Missing Items Original Luggage Tags and Boarding Pass | issued on arrival by airline representatives issued by airline representatives following 30 days receipts/guarantees/booklets/manuals/boxeschargers of flight during which the delay occurred |
| Medical Expenses | Airline Ticket/E-Ticket Photocopy of ID Card/Passport Original Medical Report Original Receipts for Related Medical Expenses | issued by doctor who examined you abroad namely doctor's fees and prescribed medication |
| Theft or Loss | Airline Ticket/E-Ticket Photocopy of ID Card/Passport Original Police Report or Security Report Original Loss Report (Property Irregularity Report) Detailed List of Stolen/Missing Items Proof of Ownership of Missing Items Money Exchange Slip/Bank Withdrawal Statement | issued at location of theft/loss only if theft/loss occurred from baggage during a flight and discovered on arrival if more than one item has been stolen/lost receipts/guarantees/booklets/manuals/boxeschargers in the event of theft/loss of money |
| Cancellation | Airline Ticket/E-Ticket Photocopy of ID Card/Passport Travel Itinerary Invoices/Receipts Medical Report Death Certificate (if reason for cancellation) | incl. tour programme, accomodation details, excursions for prepaid expenses – flights, accomodation, excursions stating nature of illness and reason for cancelling or abandoning the trip stating cause of death |
| In the event of cancellation, clients are to notify travel agent/airline immediately for refund of taxes and surcharges. | | |

For any enquiries please call on 80073434 or e-mail: lombardclaims@atlas.com.mt



LOMBARD

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email: cardservices@lombardmalta.com

Lombard Bank Malta p.l.c. is listed on the Malta Stock Exchange and is licensed and regulated by the Malta Financial Services Authority as a credit institution and as an investment service provider.