

**TRAVEL &  
PURCHASE  
PROTECTION**  
INSURANCE POLICY

**BANIF**  
BANK



*The power of believing*

# Section A

## MULTI-TRIP TRAVEL INSURANCE

### Scope of Cover

In consideration of the payment of the required premium, the Underwriters hereby agree with the Insured Person who shall be named in the Schedule of Insured Persons to compensate or indemnify the Insured Person as provided for in the Table of Benefits in respect of the Section(s) of cover insured by this Insurance. Each Insured Person shall be deemed to be separately insured.

Payment shall only be made under any Section of this Insurance following the occurrence of an insured event resulting in loss, damage, accidental bodily injury or illness sustained by, or a claim made against an Insured Person arising out of or in the course of a covered trip, during the period of Insurance.

### Schedule

Insured:	Banif Bank (Malta) Plc 203, Level 2, Rue D'Argens, Gzira, GZR 1368, Malta
Insurer:	Axeria Assistance Limited, with registered office at Progetta House, Level 2, Tower Road, Swatar, Birkirkara BKR 4012, Malta, an insurance company which is authorised under the Insurance Business Act (Cap.403 of the Laws of Malta) to carry on Business of Insurance and which is regulated by the Malta Financial Services Authority.
Policy Period:	From 1 <sup>st</sup> May 2017 to 30 <sup>th</sup> April 2018 Both days inclusive local standard time
Geographical Limit:	Worldwide
Jurisdiction:	Malta
Maximum number of days per covered trip:	90 days
Insured Person:	Cardmember and/or Cardmember's Dependants deemed to be Spouse, Partner (if co-habiting for more than 6 months), Children up to the age of 18, or 23, if in full time education, whilst on a <b>covered trip</b> to whom the benefits under this Cover shall apply.

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## Table of Benefits

Gold Card			
	Section	Sum Insured/Limit	Excess
A.	Medical & Emergency Expenses Hospital Cash Benefit	<b>€180,000</b> <b>€35</b> per day up to <b>€500</b>	<b>€60</b> Nil
B.	Cancellation & Curtailment	<b>€4,000</b>	<b>€60</b>
C.	Delayed Departure (including <b>hi-jack</b> )	<b>€45</b> for every 12 hours up to <b>€140</b> other than <b>hi-jack</b> which <b>€100</b> for every 24 hours up to <b>€450</b>	Nil
D.	Personal Accident	<b>€100,000</b> other than children under 16 which <b>€15,000</b>	Nil
E.	Baggage &/or Personal Effects Single item limit Jewellery and Valuables Limit Loss from unattended vehicle Limit Loss of Passport Delayed Baggage if delayed more than 6 hours Maximum sum insured any one event	<b>€1,200</b> <b>€350</b> <b>€600</b> in all <b>€600</b> in all <b>€120</b> <b>€700</b> <b>€2,400</b> in all (regardless of number of Insured Persons)	<b>€15</b> <b>€15</b> <b>€15</b> <b>€15</b> Nil Nil
F.	Money insurance	<b>€800</b>	<b>€60</b>
G.	Personal Liability (including legal expenses up to <b>€40,000</b> )	<b>€1,000,000</b>	<b>€60</b>
H.	Missed Departure	<b>€700</b>	<b>€25</b>

## Table of Benefits

Classic Card			
	Section	Sum Insured/Limit	Excess
A.	Medical & Emergency Expenses Hospital Cash Benefit	<b>€60,000</b> <b>€35</b> per day up to <b>€250</b>	<b>€150</b> Nil
B.	Cancellation & Curtailment	<b>€1,200</b>	<b>€100</b>
C.	Delayed Departure (including <b>hi-jack</b> )	<b>€45</b> for every 12 hours up to <b>€140</b> other than hi-jack which <b>€100</b> for every 24 hours up to <b>€450</b>	Nil
D.	Personal Accident	<b>€50,000</b> other than children under 16 which <b>€10,000</b>	Nil
E.	Baggage &/or Personal Effects Single item limit Jewellery and Valuables Limit Loss from unattended vehicle Limit Loss of Passport Delayed Baggage if delayed more than 6 hours Maximum sum insured any one event	<b>€820</b> <b>€250</b> <b>€470</b> in all <b>€470</b> in all <b>€100</b> <b>€100</b> <b>€1,640</b> in all (regardless of number of Insured Persons)	<b>€15</b> <b>€15</b> <b>€15</b> <b>€15</b> Nil Nil
F.	Money insurance	<b>€600</b>	<b>€60</b>
G.	Personal Liability (including legal expenses up to <b>€40,000</b> )	<b>€500,000</b>	<b>€275</b>
H.	Missed Departure	<b>€250</b>	<b>€50</b>

**NB.**

An Excess is an amount of money which is deducted from each and every claim made by each Insured Person under any Section of the Insurance to which such Excess applies.

All sub-limits contained in the wording are included within the amounts shown in the Table of Benefits and are not in addition thereto.

Claims Service:

All claims and correspondence relating to this Insurance should be addressed to Jatco Insurance Brokers PCC Ltd. Written notice must be given to the Underwriters as soon as possible of any occurrence likely to result in a claim and in any event within 30 days of completion of a **covered trip**.

**IMPORTANT:**

**IN THE EVENT OF A SERIOUS MEDICAL EMERGENCY CONTACT APRIL POLSKA SERVICE SP. Z O. O. (HEREAFTER REFERRED TO "APRIL SERVICE") - AS BELOW:**

Telephone: +48 22 749 97 13

APRIL SERVICE must be informed that this travel insurance covers the person concerned and the following details must be quoted: BANIF MALTA; credit card type used to pay for travel arrangements prior to the claim.

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## Definitions

### COVERED TRIP:

shall mean any trip partially or fully purchased on a credit card issued by Banif Bank (Malta), not exceeding the number of days specified in the Schedule, which takes place entirely during the period of Insurance and within the Geographical Limits specified in the Schedule.

### IMMEDIATE RELATIVE:

shall mean husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, fostered son or fostered daughter.

### HI-JACK:

shall mean the unlawful seizure or wrongful exercise of control of the aircraft or other conveyance or the crew thereof in which the Insured Person is travelling as a passenger. The Geographical Limits of this Insurance are deemed not to apply in respect of **hi-jack**.

### JEWELLERY AND VALUABLES:

shall mean items of gold, silver or other precious metals, jewellery and semi-precious stones, furs, curios, works of art and photographic equipment.

## SECTION A - Medical & Emergency Expenses and Hospital Cash Benefit

This Section shall reimburse the Insured Person in respect of **expenses** necessarily incurred for medical, surgical, diagnostic or remedial treatment as a result of the Insured Person falling ill or sustaining accidental bodily injury in the course of a **covered trip**, up to the amount of the Sum Insured for Section A stated in the Table of Benefits.

**EXPENSES** in this section shall also mean:

- i) reasonable travel, accommodation and repatriation expenses necessarily incurred in respect of the Insured Person by any relative, friend, business associate or colleague of the Insured Person who on medical advice is required to travel to, remain with or escort the Insured Person;
- ii) in the case of death of the Insured Person, either expenses necessarily incurred up to a limit of €6,500 to transport the body or ashes to the Insured Person's home, or funeral expenses necessarily incurred abroad up to €6,500 in all;
- iii) reasonable additional expenses necessarily incurred as the result of sudden death, serious injury or serious illness of an Insured Person's **immediate relative**, close business colleague or fiancé in Malta;
- iv) reasonable additional expenses necessarily incurred as the result of death, serious injury or serious illness of an accompanying Insured Person or the repatriation of the accompanying Insured Person consequent upon the death, serious injury or serious illness of such Insured Person's **immediate relative**, fiancé or close business colleague in Malta;
- v) dental treatment, but only for the emergency relief of pain to sound and natural teeth, occurring during a **covered trip** and limited to not more than €1,600 in all;
- vi) emergency optical treatment but only resulting from accidental bodily injury sustained during a **covered trip**, and limited to not more than €1,600 in all;
- vii) in-patient hospital expenses, but limited to €35 per day for each complete 24 hour period spent by the Insured Person in hospital as an in-patient outside Malta, if such Insured Person falls ill or sustains accidental bodily injury whilst on a **covered trip**, up to a maximum of limits stated in the Table of Benefits in all.

viii) if the Insured Person is admitted to a hospital licensed for surgery abroad due to accidental bodily injury or illness sustained abroad during the Period of Insurance we will pay €35 for every complete day or part thereof that you stay in hospital as an in-patient whilst you are abroad. The amount payable is subject to the maximum amount shown in the Table of Benefits. This benefit is paid in addition to costs under Section A.

### Emergency medical assistance service

In the event of a serious medical emergency during a **covered trip** outside Malta involving the Insured Person which may entail repatriation to Malta or treatment abroad as a hospital in-patient, a 24 hour emergency assistance service is available from SAS. Please refer to the Table of Benefits for contact numbers.

This service can include:

- a) guarantees for payment of hospital or doctors' fees, when appropriate;
- b) multilingual assistance;
- c) repatriation to Malta by air ambulance or scheduled air service and necessary escort by a medical attendant;
- d) travel arrangements for other members of the party, fiancé or an **immediate relative**;
- e) on arrival in Malta an ambulance service to hospital or home.

APRIL ASSISTANCE will be solely responsible for all decisions on the most suitable, practical and reasonable solution to any problem. The Insured Person should not attempt to find his own solution and then expect the Underwriters to reimburse him, without obtaining prior authorisation from **APRIL ASSISTANCE**.

### EXCLUSIONS APPLICABLE TO SECTION A

The Underwriters shall not be liable for **expenses**:

1. arising from any pre-existing defect, infirmity or condition for which the Insured Person is receiving regular medical treatment, advice or consultation at the time of effecting this insurance or at the commencement of a covered trip;
2. incurred in Malta or expenses which are a continuation of treatment already received outside Malta or for non-Malta residents incurred within 100km of place of residence or where the trip does not include an overnight stay away from their place of residence if less than 100km away from their residence whilst on a covered trip.
3. arising from childbirth, pregnancy or any medical complications resulting therefrom incurred within 2 months of the estimated date of delivery;
4. incurred more than 12 calendar months after completion of the covered trip;
5. arising from the treatment of alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner. Expenses arising from taking drugs prescribed for the treatment of drug abuse or drug dependency are also excluded.

## SECTION B - Cancellation and Curtailment

The Underwriters shall indemnify the Insured Person in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation up to the Sum Insured for Section B stated in the Table of Benefits, in the event of the Insured Person's **covered trip** being necessarily cancelled or curtailed due to:

- i) the death, accidental bodily injury or illness of the Insured Person or the death, accidental bodily injury or illness of the Insured Person's **immediate relative**, fiancé or close business colleague;

- ii) the death, accidental bodily injury or illness of any person with whom the Insured Person had arranged to travel, reside or conduct business, or of the **immediate relative**, fiancé or close business colleague of such person;
- iii) the Insured Person or any person with whom the Insured Person had arranged to travel, reside or conduct business being:
  - a) quarantined or called for witness or jury service;
  - b) made redundant provided that such redundancy qualifies for payment under the applicable Malta legislation;
  - c) called for emergency duty as a member of the armed forces, the defence of civil administration, the police force or the fire, rescue, public utility or medical services;
  - d) required to be present at his home or place of business in Malta following burglary or major damage;
- iv) the cancellation of scheduled or chartered transport services (including connecting publicly licensed transportation) caused by accident, strike, industrial action, **hi-jack**, criminal act, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after a **covered trip** is booked or this Insurance is effected, whichever the later;
- v) major damage rendering uninhabitable the accommodation in which the Insured Person had previously booked to reside during a **covered trip**.

### Extension of Cover

This Section shall also indemnify the Insured Person in respect of reasonable additional travel and accommodation expenses up to a maximum of **€800** (which amount is included within the limit stated in the Table of Benefits in respect of Section B) incurred in meeting pre-booked overseas travel arrangements or reaching pre-booked accommodation overseas if at the start of a **covered trip** the Insured Person misses his pre-booked international flight, rail journey or voyage due to any of the perils listed in (iv) of this Section which directly affects the progress of the conveyance in which the Insured Person is travelling to the pre-arranged Malta departure point.

### EXCLUSIONS APPLICABLE TO SECTION B

The Underwriters shall not be liable for claims resulting from:

1. childbirth, pregnancy or any medical complications resulting therefrom within 2 months of the estimated date of delivery;
2. any condition or set of circumstances known to an Insured Person at the time a **covered trip** was booked or this Insurance was effected, whichever is the latter, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the Insured Person's **covered trip**;
3. lack of reasonable care taken over means of travel, route or departure time.



## SECTION C - Delayed Departure and Hi-Jack

In the event that transport services on which the Insured Person has previously booked to travel are delayed due to any of the perils listed in Section B(iv), the Underwriters will indemnify the Insured Person as follows:

i) In respect of the outward journey at commencement of a **covered trip**:

up to the Sum Insured for Section C stated in the Table of Benefits for irrecoverable loss of travel and accommodation expenses paid or due to be paid if the Insured Person opts to cancel a **covered trip** completely following delay of 24 hours or more, less any amounts recoverable under Section B (iv) above, or

ii) In respect of all subsequent journeys during a **covered trip**, **€45** for each completed 12 hour period of delay, up to a maximum of **€140** in all.

### Extension of Cover - Hi-jack of Insured Person(s)

In the event of the Insured Person's means of transportation being subjected to **hi-jack** during a **covered trip** and the Insured Person being detained as a result of such **hi-jack** for a period in excess of 24 hours, the Underwriters will pay an amount of **€100** to the Insured Person for each 24 hour day of detention up to a maximum of **€450**.

### CONDITIONS AND LIMITATIONS APPLICABLE TO SECTION C

1. The Insured Person must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this Section of the Insurance.
2. Claims under this Section shall be calculated from the actual time of departure of the conveyance on which the Insured Person was booked to travel, as specified in the booking confirmation.

## SECTION D - Personal Accident

This Section shall pay 100% of the Sum Insured for Section D stated in the Table of Benefits if in the course of a covered trip, the Insured Person sustains bodily injury by accidental, visible and violent means which solely and independently of any other cause within 12 calendar months of the date of the accident results in the Insured Person suffering:

- i) Death
- ii) Loss of an Eye
- iii) Loss of Limb
- iv) Permanent Total Disablement

### DEFINITIONS

In respect of this Section:

- Permanent Total Disablement means disablement which entirely prevents an Insured Person from attending to any and every business or occupation and which lasts 12 months and at the expiry of that period is beyond hope of improvement.
- Loss of Limb means permanent loss by physical separation of a hand(s) at or above the wrist(s) or a foot (feet) at or above the ankle(s) and includes total and irrecoverable loss of use of hand(s), arm(s) or leg(s).

- Loss of an Eye means total and irrecoverable loss of sight of the eye(s).

### EXCLUSIONS APPLICABLE TO SECTION D

The Underwriters shall not be liable for death or disablement directly or indirectly arising from:

1. alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner, nor from taking drugs prescribed for the treatment of drug abuse or drug dependency.

### LIMITATIONS APPLICABLE TO SECTION D

1. If an Insured Person is aged 15 years or under, the death benefit is limited to the amount stated in the Table of Benefits.
2. Benefit shall not be paid in respect of any one Insured Person under more than one of the items (i) to (iv) arising out of any one accident.
3. Underwriters hereon will only pay the same proportion of the Sum Insured for this section, as the equivalent proportion of the Insured trip paid for by the relevant credit card.

## SECTION E - Baggage and/or Personal effects and/or Passport/Ticket

In the event of an Insured Person:

- i) suffering loss of or damage to baggage and/or personal effects whilst on a **covered trip**, the Underwriters will indemnify the Insured Person in respect of such loss or damage up to the Sum Insured for Section E stated in the Table of Benefits;
- ii) being temporarily deprived of his baggage and/or personal effects for a period in excess of 6 hours on his outward journey whilst on a **covered trip**, the Underwriters will reimburse the Insured Person in respect of necessary emergency purchases up to a limit stated in the Table of Benefits, any amount so paid being deducted from any subsequent claim paid under (i) above.
- iii) suffering loss of passport and/or ticket whilst on a **covered trip**, the Underwriters will pay the costs for additional accommodation and travel expenses necessarily incurred.

The maximum amount payable is stated in the Table of Benefit.

#### **Any loss of passport has to be reported within 24 hours from discovery**

1. to the police;
2. to the consular representative of the relevant issuing country.

This Section shall also cover General Average and Salvage charges levied by carriers to effect the release of the Insured Person's accompanied baggage and/or personal effects following a situation of general peril during a voyage by sea in the course of a **covered trip** up to but not exceeding 25% of the Sum Insured stated in the Table of Benefits for such baggage and/or personal effects.

### EXCLUSIONS APPLICABLE TO SECTION E

The Underwriters shall not be liable for:

1. breakage of glass or china unless caused by an accident to the conveyance in which the Insured Person is travelling;
2. loss or damage caused by moth, vermin, electrical or mechanical breakdown, machinery breakdown, gradual deterioration or wear and tear (this does not apply to the loss of or damage

- to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container);
3. loss of cash, bank or currency notes, cheques, postal orders, credit cards, charge cards, travel cards, bankers cards, travellers cheques, driving licences, green cards and petrol or other coupons;
  4. claims resulting from confiscation, requisition, detention, destruction or damage by customs authorities or other such officials;
  5. losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable, and a Police or Property Irregularity report obtained;
  6. breakage of sports equipment whilst in use or loss of or damage to pedal cycles or hired equipment;
  7. loss of or damage to contact, corneal or micro-corneal lenses.

## CONDITIONS AND LIMITATIONS OF SECTION E

1. The maximum Sum Insured in respect of losses from unattended vehicles is as stated in Section E in the Table of Benefits.
2. A maximum Sum Insured stated in the Table of Benefits in all shall apply in respect of any group of Insured Persons declared under this Insurance suffering loss of, or damage to property arising out of the same event.
3. The Underwriters' liability in respect of all claims for loss of or damage to **Jewellery** and **Valuables** shall not exceed the limit as stated in Section E of the Table of Benefits.
4. The maximum limit for a single item shall not exceed the limit stated in Section E of the Table of Benefits; a pair or set of articles being deemed a single item.
5. Total loss or destruction of an insured item shall be dealt with on an indemnity basis up to the Sum Insured stated in Section E of the Table of Benefits, subject to any maximum limits expressed in this Section.
6. The Insured Person shall at all times exercise reasonable care in the supervision of insured baggage and/or personal effects.

## SECTION F - Money Insurance

In the event of the Insured Person suffering loss of coins, bank or currency notes, (hereinafter referred to as cash), cheques, postal orders, travelers cheques, driving licences, green cards or petrol coupons:

- i) whilst on a **covered trip**, OR
- ii) during the 72 hours immediately prior to commencement of such a trip in respect of Cash or travellers cheques obtained for the purpose of the Insured Person's travel and in the custody and control of the Insured Person,

The Underwriters will indemnify the Insured Person in respect of any such loss, up to the Sum Insured and the Cash Limit stated in Section F of the Table of Benefits. This Section shall also cover loss resulting from the fraudulent use of any credit card, charge card or bankers card in the name of the Insured Person following loss of such card whilst on a covered trip up to the Sum Insured for Section F stated in the Table of Benefits. The Underwriters' liability shall be limited to those

amounts not covered by any guarantee given by the bank or issuing company to the Insured Person in respect of such losses.

### **EXCLUSIONS APPLICABLE TO SECTION F**

The Underwriters shall not be liable for claims resulting from:

1. delay, errors or omissions in receipts, payments, accountancy or from depreciation in value;
2. losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable, and a Police report obtained;
3. loss of credit cards, charge cards, travel cards, bankers cards, cheques or travellers cheques where the loss is not reported to the issuing company or bank in accordance with the conditions under which the card(s) or cheque(s) was issued;
4. losses from unattended vehicles;
5. confiscation, requisition, detention, destruction or damage by customs authorities or other such officials;

### **CONDITION APPLICABLE TO SECTION F**

The Insured Person shall at all times exercise reasonable care in the supervision of property insured by this Section.

## **SECTION G - Personal Liability and Legal Expenses**

### **a) Personal Liability**

The Underwriters shall indemnify the Insured Person up to the Limit stated in Section G of the Table of Benefits against all sums which the Insured Person shall become legally liable to pay for claims made for accidental bodily injury or accidental loss of or damage to property occurring in the course of a **covered trip**.

The Underwriters will pay all costs and expenses up to the amount stated in the Table of Benefits and incurred with the prior written consent of the Underwriters in respect of any claim under this Section.

### **b) Legal Expenses**

This Section shall also include legal costs and expenses not exceeding **€40,000** incurred with the Underwriters' prior written consent by or on behalf of an Insured Person in the pursuit of a claim against a third party who has caused bodily injury to, or illness or death of the Insured Person by an incident occurring in the course of a **covered trip**. The Underwriters reserve the right to withdraw at any stage from an action, and they shall not be liable for any further expense incurred after such withdrawal.

### **CONDITIONS AND LIMITATIONS OF SECTION G**

1. The Underwriters' liability for all sums including legal and other costs and expenses payable under this Section shall not exceed the Limit stated in the Table of Benefits.

2. The Insured Person shall give immediate notice to the Underwriters of any occurrence for which there may be a claim under this Section and shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt any letter, writ, summons and process and shall advise the Underwriters in writing immediately the Insured Person has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence.
3. No admission of liability or offer, promise or payment shall be made without the prior written consent of the Underwriters. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for compensation or damage against any other person. The Insured Person shall give all information and assistance that may be required.
4. There shall be no cover for legal costs and expenses incurred by an Insured Person without the prior written consent of the Underwriters, which shall not be unreasonably withheld.

### **EXCLUSIONS APPLICABLE TO SECTION G**

The Underwriters shall not be liable for

a) any claim resulting from:

1. bodily injury to:

- a) any member of the Insured Person's family
- b) any person who is under a contract of service with the Insured Person and which arises out of and in the course of his employment with the Insured Person;

2. bodily injury to any person(s) with whom the Insured Person is travelling, irrespective of whether such person(s) is covered under this Insurance or not;

3. loss or damage to property belonging to or in the custody or control of the Insured Person, his family or of any servant or agent of the Insured Person;

4. the ownership, co-ownership, possession or use by the Insured Person of any land or buildings;

5. or arising out of the ownership, co-ownership, possession, use or whilst under the control of the Insured Person of any mechanically propelled vehicle (other than golf buggies), aircraft, hovercraft, or watercraft (other than hand propelled watercraft, sailboards, surfboards, foot propelled paddle boats and inflatable sailing dinghies);

6. liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement;

7. the practice of a profession or occupation of an Insured Person or the supply of goods and services by an Insured Person;

8. loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;

b) costs incurred in the pursuit of claims against a travel agent, tour operator, carrier, insurer or insurer's agent.

## SECTION H - Missed Departure

In the event of the Insured Person incurs:

- i) the cost of additional accommodation and
- ii) travel expenses

necessarily incurred to transport them from final departure point to Malta due to their means of transport (not included in the holiday cost) having unavoidably failed to deliver them to this point of departure in time.

The maximum amount payable is stated in the Table of Benefits.

### EXCLUSIONS APPLICABLE TO SECTION H

The Underwriters shall not be liable under this Section if the failure to deliver was due to a strike or industrial action which existed, was notified or declared at or prior to the time you purchased your ticket.

### GENERAL EXCLUSIONS

The Underwriters shall not be liable under this Insurance for:

1. loss, damage, death, disablement or expenses directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
2. a) death, disablement, loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;  
b) any legal liability of whatsoever nature;  
  
directly or indirectly caused by or contributed to by or arising from
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
3. death, disablement, loss or expense whilst the Insured Person is engaged in or taking part in mountaineering or rock climbing normally involving the use of ropes or guides; potholing; all forms of racing other than on foot; diving involving the use of breathing apparatus; any form of operational duties as a member of the armed forces (except as specified in Section B iii)c) professional entertaining, organised sports, or flying (other than when travelling by air solely as a passenger), ski jumping, ski racing, ice hockey, snowboarding, the use of bobsleighs or skeletons and loss of or damage to hired clothing, hired equipment and skis whilst in use;
4. death, disablement, loss or expense arising out of the Insured Person engaging in Winter Sports;
5. bodily injury sustained or illness or disease contracted by an Insured Person over 70 years of age;

6. death, disablement, loss, expense or liability directly or indirectly arising out of or contributed by the Insured Person's wilful self-injury, suicide, attempted suicide, psychiatric disorders deliberate exposure to exceptional danger (except in the attempt to save human life), or the Insured Person's own criminal act;
7. death, disablement, loss or expense arising from the Insured Person driving or riding a motor cycle or motor scooter other than a moped under 50 c.c. (this exception being without prejudice to Exclusion a) 5 of Section C of this Insurance).

## GENERAL CONDITIONS

1. It is a general condition of this Insurance that a **covered trip** is not commenced
  - a) after receipt of a terminal prognosis.
  - b) against the advice of a registered qualified medical practitioner.
  - c) while receiving in-patient treatment or awaiting such treatment.
  - d) with the intention of obtaining medical treatment during a **covered trip**.
2. The Insured Person shall as soon as possible following accidental bodily injury sustained or illness or disease manifesting itself for which insurance is provided hereunder, place himself under the care of and follow the advice of a registered qualified medical practitioner. There shall be no claim under this Insurance should the Insured Person fail to follow such advice or treatment prescribed
3. On the happening of any event likely to give rise to a claim under this Insurance, written notice thereof shall be given immediately to the Underwriters or as soon as is reasonably practicable.
4. The Insured Person shall at his own expense furnish to the Underwriters such certificates, information and evidence as the Underwriters may from time to time reasonably require, in the form and of the nature prescribed by the Underwriters. The Underwriters shall be allowed at their own expense and upon reasonable notice to the Insured Person to arrange a medical examination of the Insured Person from time to time, or in the case of death, upon reasonable notice to the Insured Person's legal representatives, to have a post-mortem examination of the body.
5. No sum under this Insurance shall carry interest and the Underwriters shall not be affected by any notice of trust, charge, lien, assignment or any other dealing relating to this Insurance.
6. All words appearing in the gender of one sex shall be taken to include both sexes.
7. Cover under this Insurance is limited to Malta and European Nationals living in the EU unless specifically agreed in advance by the Underwriters.
8. This Insurance is issued subject to and shall be governed by Maltese law and the Maltese courts alone shall have jurisdiction in any dispute.
9. There is no cover under this Insurance for any manual work undertaken whilst on a **covered trip** unless specifically agreed in advance by the Underwriters.

## COMPLAINTS

The Underwriters would like to resolve any concerns as quickly and easily as possible. The following process would need to be followed to ensure that any concerns are dealt with as swiftly as possible. Concerns about some aspect of the service can occasionally arise, and in such circumstances the Underwriters will do everything they can to help. The first point of contact shall be Jatco Insurance Brokers, who may be reached on 21324875.

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The Office of the Arbiter for Financial Services is independent, free of charge and the Underwriters will always abide by their decisions. The making of a complaint does not affect the complainant's right to take legal proceedings.

### DATA PROTECTION ACT – INFORMATION USERS

For the purposes of Data Protection legislation, the Data Controller(s) in relation to any personal data supplied are Axeria Assistance Limited, Jatco Insurance Brokers PCC Ltd and APRIL SERVICE.

### Insurance Administration

The Insured Person's information may be used for the purposes of insurance administration by the insurer, its associated companies and intermediaries. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. The information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country for any of these purposes and for systems administration. Where this happens, the Insurer will ensure that anyone to whom this information is passed agrees to treat the information with the same level of protection as if the Insurer were dealing with it.

If the Insured Person gives the Insurer information about another person, in doing so the Insured Person confirms that they have given the Insured Person permission to provide it to the Insurer and for the Insurer to be able to process their personal data (including any sensitive personal data) and also that the Insured Person has told them who is the Insurer is and what the Insurer will use their data for, as set out in this notice.

In assessing any claims made, the Insurer or the intermediaries may undertake checks against publicly available information (such as electoral roll, court judgements, bankruptcy orders or repossessions).



Information may also be shared with other insurers either directly or via those acting for the Insurer (such as loss adjusters or investigators).

#### **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims that arise, the Insurer may need to collect data that the Data Protection legislation defines as sensitive (such as medical history or criminal convictions). By proceeding with this policy, the Insured Person will signify his consent to such information being processed by the Insurer and/or its intermediaries.

#### **DISCLOSURE OF INTERESTS**

In terms of the provisions of Directive 2002/92/EC of the European Parliament and of the Council of 9 December 2002 on insurance mediation, please note that APRIL S.A., a Company organised in terms of French Law with registration number 377994553RCS of Immeuble Aprilium, 114 Bd Vivier Merle, 69439 Lyon, France holds more than 10% of the voting rights of both Axeria Assistance Limited and APRIL Polska Service SP. Z O.O. Axeria Assistance Limited and APRIL Polska Service SP. Z O.O. are affiliates by virtue of the common shareholding of APRIL S.A. as outlined above.

Optional Extensions attaching to and forming part of this Travel Insurance in the name of Banif Bank Malta Plc (available at an additional premium at the request of the Eligible Member). Kindly contact Jatco Insurance Brokers PCC Ltd for more information about the cover and charges for additional covers.

#### **Winter Sports Extension**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that at the request of the Eligible Member and subject payment of the additional premium, the insurance granted by this policy shall be extended to cover Winter Sports (excluding ski racing in major events, ski jumping, ice hockey, and the use of bob sleighs or skeletons) for the duration of the trip.

In consequence of the foregoing General Exclusion No 4 – “death, disablement, loss or expenses arising out of the Insured person engaging in winter sports” is deemed to be removed for the above-mentioned period of cover under this extension.

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

Kindly contact Jatco Insurance Brokers PCC Ltd for more information about the cover and charges for this additional cover.

#### **Maximum duration of trip Extension**

It is hereby declared and agreed that at the request of the Eligible member and subject payment of the additional premium, the maximum duration of travel under this policy for a trip which is duly specified to a specified destination and for a specified period shall be extended beyond the maximum duration of trip of 90 days for the period requested by the Eligible Member but only up to a maximum of 365 days in total for the whole trip.

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

Kindly contact Jatco Insurance Brokers PCC Ltd for more information about the cover and charges for this additional cover.

## Section B

### SCHEDULE

Insured:	Banif Bank (Malta) Plc 203, Level 2, Rue D'Argens, Gzira, GZR 1368, Malta
Policy Period:	From 1 <sup>st</sup> May 2017 to 30 <sup>th</sup> April 2018 Both days inclusive local standard time
Geographical Limit:	Worldwide
Jurisdiction:	Malta
Limits of Indemnity (per Cardmember):	As per Schedule of Sum Insured as below;  Gold & Classic Cards Per Item €650 Per Occurrence €1,300 Individual Aggregate Limit €6,500
Excess:	Nil

## CREDIT CARD PURCHASE PROTECTION WORDING

### Definitions

**'Bank'** means the Insured specified in the schedule under this Policy.

**'Card'** means a Visa/MasterCard/Diners Card or similar Credit/Debit Card issued by the Bank including Principal and Supplementary Cards for which the benefits under this Policy shall apply.

**'Cardmember'** means holders of cards issued to Eligible Accounts by the Bank.

**'Commencement Date'** means the date the Cardmember is enrolled for this benefit.

**'Company'** means Certain Underwriters at Lloyd's.

**'Covered Purchase'** means an item purchased by a Cardmember and paid for by using an Eligible Account. For a purchase to be considered a Covered Purchase, the purchase amount for the item must have been made through the Eligible Account.

**'Due Diligence'** means the performance of all vigilant activity, attentiveness and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect a Covered purchase from loss, theft or damage.

**'Eligible Account'** means Visa/MasterCard/Diners Card or similar Credit/Debit Card Account issued by the Bank for which benefits under this Policy shall apply as per the provisions of the Bank.

**'Mysterious Disappearance'** means the vanishing of a purchased item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.

**'Stolen'** means a loss which involves the disappearance of a Covered Purchase.

### SCOPE OF COVER

In the event of a Covered Purchase being stolen or damaged within 90 days of the date of the Covered Purchase, the Company shall, subject to the terms and conditions of this Policy, pay;

- i. the amount of the Covered Purchase indicated on the Eligible Account;
- ii. the actual cost to repair or replace the Covered Purchase with an item of like kind and quality

whichever is less subject to the Limits of Indemnity specified in the schedule of this Policy.

### EXCLUSIONS

1. Covered Purchase does not include:
  - a. boats;
  - b. motorised vehicles (including but not limited to airplanes, automobiles and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle);
  - c. any item which, when purchased, has been used, altered or is second-hand;
  - d. land or buildings (including but not limited to homes and dwellings);

- e. travellers cheques, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent, stamps, collectable items, custom dental appliances and dwelling;
  - f. items intended for business or commercial use;
  - g. plants or animals;
  - h. consumables and perishables;
  - i. items which the Cardmember damages through alteration (including cutting, sewing or shaping); or
  - j. services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advice of any kind).
2. Theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the Cardmember by hand or under the personal supervision of the Cardmember or the Cardmember's travelling companion previously known to the Cardmember.
3. Coverage is not provided for theft or damage caused by
- a. fraud, failure to follow the manufacturer's instructions, abuse, wear and tear, gradual deterioration, seepage or ingress of water moisture, humidity, change in atmospheric conditions including change in temperature;
  - b. moths, vermin, inherent product defects;
  - c. war or hostilities of any kind including but not limited to invasion, rebellion or insurrection, terrorism, civil war, usurped power, popular rising; any weapon of war employing atomic fission or radioactive force, whether in time of peace or war;
  - d. nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this Policy;
  - e. confiscation by any government, public authority or customs official;
  - f. losses arising from illegal activity or acts;
  - g. Mysterious Disappearance;
  - h. property while in the care, custody or control of any third party other than as permitted under exclusion 2;
  - i. property whilst in the process of cleaning, repairing or restoring.
4. Coverage is not provided for loss or damage when the Cardmember fails to exercise Due Diligence to avoid or diminish loss or damage to Covered Purchases.
5. Coverage is not provided in respect of scratching, denting, discoloration of painted or polished surface.
6. Items stolen from public places are not covered unless they are locked wherever and whenever circumstances permit. Stolen items are not covered unless they are reported as stolen, within 48 hours, to the police or an appropriate authority where the incident took place.
7. Items stolen from unattended vehicles are not covered.
8. No cover is in force prior to the delivery and personal acceptance, by the covered person or other designated person, of a consumer product on perfect condition.
9. Consequential Losses of any kind.

## CONDITIONS

### 1. Notification of Claims

Immediate notice of loss or damage shall be reported to the Company but not exceeding 45 days from the date of loss or damage. Failure to give notice within 45 days from the date of the incident will result in a denial of the claim. The Cardmember shall take all reasonable measures to protect, save and/or recover the property and at their own cost shall surrender the damaged property to the Company when required.

### 2. Non-Contribution Clause

Coverage is limited only to those amounts not covered by any other insurance or indemnity, up to the original purchase amount. In no event will this coverage apply as contributing insurance. This "Non-contribution" Clause will take precedence over the "Non-contribution" Clauses found in other insurance or indemnity language.

### 3. Claims Forms

The Company, upon receipt of a notice of claim, will furnish to the Cardmember the necessary forms for filing the claim.

### 4. Proof of Loss

Written proof of loss including any required information necessary to support a claim must be furnished to the Company at its said location within seventy five (75) days (or to be advised) after the date of the incident. The Company will only pay claims that are completely substantiated in the manner requested within six (6) months from the date of loss. The Cardmember shall attach all requested documentation, including a legible copy of the credit/debit card charge slip/Credit/Debit Card Account statement showing the Covered Purchase and/or store receipt and police report or other proof of loss.

### 5. Pair and Set Clause

With respect to Covered Purchase which consist of articles in a pair or set, the Company's liability shall be limited to the cost of any particular part(s) which may be stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewellery or fine arts consisting of articles in a pair, set or collection will not be more than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

### 6. Excess

The excess amount specified in the schedule of this Policy shall be deducted from each item, each and every occurrence.

### 7. Termination of Cover

A Cardmember's coverage shall terminate from the date the Cardmember is no longer eligible to participate as per Bank's rules or the date of termination of this Policy whichever shall happen first.

### 8. Misrepresentation and Fraud

Coverage as to a Cardmember shall be void if, whether before or after a loss, the Cardmember has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject

thereof, or the interest of the Cardmember therein, or if the Cardmember commits fraud or false swearing in connection with any of the foregoing.

### **9. Right to Recover From Others**

If the Company makes payments, it is entitled to recover such amounts from other parties or persons. Any party or person to or for whom the Company makes payment must transfer to the Company his or her rights of recovery against any other party or person. The party or person transferring such right must do everything necessary to secure these rights and must do nothing that would jeopardise them.

### **10. Premium Adjustment**

It is hereby noted and agreed that the premium charged at the inception of the policy period being the minimum and deposit premium, the same shall be adjusted at expiry against the actual premium calculated based on the actual number of cards at expiry. In the event of the actual premium exceeding the minimum and deposit premium for the policy period in respect of which the premium adjustment is made, the insured shall hereby pay the difference to the Company on or before 90 days from the date of expiry.

### **11. Examination and Audit**

The Company shall be permitted to examine the Insured's records relating to the Policy during normal business hours and upon reasonable advance notice at any time during the Policy term and within three years after expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

### **12. Assignment**

This Policy is not assignable, but benefits may be assigned.

### **13. Cancellation**

The Company may cancel this Policy at any time by written notice delivered to the Insured or mailed to the last address as shown on the records of the Company, stating when, not less than 60 days thereafter, such cancellation shall be effective; the Insured may cancel this Policy at any time by 60 days written notice delivered or mailed to the Company.

In the event of such cancellation by either the Company or the Insured, the Company shall promptly return the unearned premium paid, if any, and the Insured shall promptly pay the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

### **14. Claim Payment**

All benefits payable under this Policy shall be credited to the Cardmember's Eligible Account.

### **15. Advertisement and Publicity**

The Insured shall not release any Advertising and Publicity material in respect of the Cover provided under this Policy without prior approval from the Company.

### **16. Entire Contract**

The Policy, including any endorsements and attached papers constitutes the entire contract of Insurance. No change in the Policy shall be valid until approved by the duly authorised official of the Company and unless such approval is endorsed and attached hereto.

### **17. Cover**

Cover under this Insurance is limited to Malta residents and European Nationals living in the EU unless specifically agreed in advance by the Underwriters.

## Other Terms, Conditions & Clauses

### **NUCLEAR/CHEMICAL/BIOLOGICAL WAR AND TERRORISM EXCLUSION**

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or and section of the public, in fear.

If the Underwriters allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

Notwithstanding the above, it is noted and agreed by Underwriters that this clause will not apply whilst in the course of an Insured person's normal working operations as mine clearance personnel.

### **INSOLVENCY CLAUSE**

It is hereby understood and agreed that this Policy shall not provide any payment for Loss arising directly or indirectly from or in connection with or as a consequence of one or more of the following happening:

- (i) an order being made for the winding up of the supplier of the Covered Purchase;
- (ii) the appointment of a liquidator or a receiver or an administrator or an administrative receiver or a trustee in bankruptcy or, in the case of a voluntary arrangement, a nominee or a supervisor for the supplier of the Covered Purchase;
- (iii) a proposal being made to the supplier of the Covered Purchase and to its creditors of a composition of debts or scheme for arrangement to be conducted under the supervision of an insolvency practitioner, either as a nominee or otherwise;
- (iv) an allegation of wrongful trading and/or fraudulent trading and/or allegation of misfeasance arising out of either of the foregoing allegations or in any way pertaining to one or more, wholly or in part, of (i) to (iii) inclusive of this clause being made against any supplier of a Covered Purchase.

## COMPLAINTS

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Banif Bank (Malta) plc is a credit institution licensed to undertake the business of banking by the MFSA in terms of the Banking Act 1994 and is a member of the Depositor Compensation Scheme established under the Depositor Compensation Scheme Regulations 2003. Registered in Malta C41030 – 203, Level 2, Rue D'Argens, Gzira, GZR 1368, Malta.

**2260 1000** Call Us from  
08:00 to 20:00

**[www.banif.com.mt](http://www.banif.com.mt)**