

Travel Insurance Policy (Charters)

This is your Travel Policy. It will be validated by the issue of a numbered Schedule which should be attached to the Policy.

Both documents form the contract of insurance. Please read them carefully, keep them in a safe place and take them with you when you travel.

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

1. the trip is a conventional holiday or a business trip of a commercial nature; and
2. it is a round trip starting and ending in your normal country of residence.

Period Of Insurance

The period of insurance under the Cancellation Section starts from the date the Schedule is issued and ends when you begin your holiday or journey.

The period of insurance for all other sections starts when you leave your home or workplace and ends when you return home from your holiday or journey. Cover applies for the number of days shown on the Schedule (the maximum period is 6 months).

Territorial Limits

The territorial limits which apply to your Policy are shown in the Schedule.

Definitions

“The Insured/you”

Every person named in the Schedule.

“We/us/Gasamamo Insurance”

Gasamamo Insurance Ltd.

“Schedule”

Details of insured persons and period of insurance. The Schedule forms part of the Policy.

Health Warranty

Claims under Sections A (Cancellation), D (Emergency Medical and Associated Expenses) and E (Personal Accident) are subject to the express warranty that any Insured or person with whom the Insured has arranged to travel or stay was not:

1. Receiving or awaiting medical or surgical treatment at the time of effecting this insurance; or
2. Suffering from a serious or chronic illness and/or injury which has required consultation or treatment within the past 12 months.

Subject to the terms of the Policy Gasamamo Insurance will indemnify you, during the period of insurance for which we have accepted your premium, up to the sums insured shown in the type of cover chosen, in respect of:

Section A

Cancellation

Refund of your deposit (if it is not recoverable) and any other amount which you legally have to pay in respect of unused travel and accommodation (before any occurrence that leads to a claim) if it is necessary for you to cancel or curtail your journey or holiday due to any of the following happening after the date the Policy is issued:

1. The accidental bodily injury to or illness or quarantine or death of yourself or of your travelling companion or of any person with whom you have arranged to stay.
2. The accidental bodily injury to or serious illness or death of any close relative, fiancé(e) or close business associate of yours, or of your travelling companion.
3. You or your travelling companion being summoned for Jury Service or called as a witness in a Court of Law during the Period of Insurance.
4. You or your spouse being made unemployed and certified unemployed by the competent Government department.
5. Your home becoming uninhabitable following fire, storm or flood.
6. Your presence being required by the Police following burglary at your home or workplace.

Limit of amount payable

The total amount payable in respect of each Insured is:

For Charters Cover - € 500

For Upgraded Cover - € 700

Definitions

“Curtailment”

Returning home before the scheduled return date, in which case a proportion of pre-paid charges will be refunded. The refund for accommodation will be based on each day of the journey you have lost. A proportion of travel expenses will be refunded only if you cannot use your return ticket and you are not claiming return travel expenses under another Section of the Policy.

“Travelling Companion”

An accompanying person without whom the journey or holiday cannot commence or continue. For the purpose of this definition, an accompanying person does not include a tour or group leader.

“Close Relative”

Your mother, father, sister, brother, wife, husband, your partner who lives with you, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, brother-in-law, step-parent, stepchild, stepsister, stepbrother, aunt, uncle, cousin, nephew, niece, sister-in-law or daughter-in-law

“Close Business Associate”

Someone you work with who has to be in work for you to be able to go on or continue a trip or holiday. A senior manager or director of your business must agree to this.

Special Conditions applying to Section A

At the time of applying for insurance the Insured must not be aware of any reason why the proposed holiday or journey should be cancelled or curtailed. You must also obtain confirmation from a medical practitioner or any other competent authority that it is necessary for you to cancel

or curtail your holiday. In respect of a claim for curtailment the medical certificate must be issued by the doctor visiting you abroad.

You must notify your travel agent immediately once you are aware of any reason that prevents you from travelling and obtain written confirmation from the travel agent confirming any refunds due to you.

What is not covered

Exclusions are listed after Section E.

Section B

Baggage

1. Accidental loss of or damage during the period of insurance to personal belongings (including clothing worn) and personal luggage taken or owned by you.
2. If your baggage is temporarily lost in transit on the outward journey and not restored to you within 12 hours, we will pay for the emergency purchase of essential replacement items, upon submission of receipts. The maximum limit payable will be €120 per person in any one period of insurance.

You must obtain written confirmation from the Carrier of the number of hours delay.

If your baggage is permanently lost the overall baggage sum insured will apply.

Limit of amount payable

For Charters Cover - €400

For Upgraded Cover - €500

We will not pay more than:

1. €150 in respect of any single valuable, article, pair or set of articles
2. €350 overall in respect of valuables

Definition

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

Special Conditions applying to Section B

1. You must, always, take reasonable care to supervise your property. If it is lost or damaged while in the care of a transport company, authority or hotel you must write to them, and give details of the loss or damage.

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

- (a) Obtain a Property Irregularity Report detailing also the list of items missing and/or damaged;
 - (b) Write to the airline and tell them of the loss, within the time limit set out in their conditions of carriage, and keep a copy for yourself;
 - (c) Keep all damaged items and all travel tickets and tags as they will be needed if you make a claim under this Policy.
2. You should do everything you can to recover lost or stolen articles.

3. Settlement may, at our option, be effected by either replacing or repairing the damaged or lost property or by effecting a cash settlement. An adjustment for wear and tear will be made in the settlement of any claim.
4. If at the time of any loss or damage your amount insured is inadequate, the sum you will be entitled to recover will be limited in the same proportion as your amount insured bears to the value of your property at the time of the loss or damage. This condition does not apply when Upgraded cover is chosen.
5. You must be able to prove that you own or possess on behalf of another, the lost or stolen items and their value. The absence of such may prejudice your interest in the event of a claim.

What is not covered

Exclusions are listed after Section B

Exclusions to Section B

We will not pay for:

1. Loss or theft of personal belongings, personal luggage (including valuables) which you failed to report to the police, and obtain a report or other official evidence of such a report from them, within 24 hours of discovering the loss.
2. Loss or damage to valuables:
 - (a) in a suitcase while in transit and outside your control
 - (b) when left unattended unless in a safe or safety deposit box or in your place of personal accommodation.
3. Loss of personal belongings, personal luggage (including valuables) whilst left in an unattended vehicle.
4. Loss of Money
5. Items used in connection with your employment.
6. Bonds, securities or documents of any kind.
7. Breakage of sports equipment while being used.
8. Cracking, scratching or breakage of glass, china or similar fragile articles.
9. Pedal cycles or contact lenses.
10. Wear and tear, depreciation, deterioration, loss of value or damage by moth, vermin, atmospheric conditions, or by any process of cleaning, repairing or restoring.
11. Household goods and anything shipped as freight.
12. Delay, detention, seizure or confiscation by Customs or other officials.
13. Shortages due to error, omission, change in exchange rates or depreciation in value.
14. Loss or damage to suitcases unless they are rendered unusable.
15. Scratching, denting or bruising, loss of tone or breakage of strings in respect of musical instruments. Such items are to be carried in their professional cases.
16. Any item or parts of items which are not lost or damaged and which form part of a set, pair or other article of the same type, colour or design.
17. The first €25 of each claim per person except when the claim is for temporary loss of baggage on the outward journey.

Section C

Delayed Departure

This section only operates if you have chosen the Upgraded cover

Delayed departure of the ship or aircraft in which you are booked to travel. The period of delay will be calculated from the date and time of departure of the ship or aircraft shown on your travel ticket, up to the actual departure date and time of the ship or aircraft or to your actual departure, whichever is the earlier.

Limit of amount payable

The total amount payable in respect of each insured is €50 for every 12 hour delay

Special Condition applying to Section C

You must check in as stated on the travel ticket and get written confirmation from the Carrier or their handling agents of the actual date and time of departure and reason of the delay.

What is not covered

We will not pay for:

1. Strike or industrial action which exists or is notified by declaration of intent before you buy this insurance.
2. More than one item of this Section.
3. Claims originating from withdrawal from service, temporary or otherwise of an aircraft or sea vessel on the order or recommendation of Port Authority or Civil Aviation Authority or any other similar body in any country.
4. The first €25 of each claim per person if you cancel your holiday or journey.

Section D

Emergency Medical & Associated Expenses

1. Expenses itemised below if you suffer accidental bodily injury, illness or death during the period of insurance.
 - (a) Emergency medical treatment (including rescue services to take you to hospital) and emergency dental treatment incurred outside your normal country of residence subject to the provision of a medical certificate produced by the doctor treating you abroad.
 - (b) The cost of returning your body to your home address or the cost of burial or cremation in the country abroad where death occurred.
 - (c) Reasonable additional charges for accommodation if it is necessary for you to stay beyond the intended return date and additional travel expenses which are necessary to get you home if you cannot use your return ticket.
2. Reasonable additional travel and accommodation expenses which are necessary for you to return early to your home address (and you cannot use your return ticket) due to the accidental bodily injury to or serious illness or death of any close relative, fiancé(e) or close business associate of yours (or of your travelling companion) not travelling with you.

Items 1(c) and 2 include the reasonable travel and accommodation expenses of any one relative or friend who has to travel to or stay with you if GasanMamo Insurance or the Emergency Medical Service consider this necessary.

Limit of amount payable

The total amount payable in respect of each Insured is:

For Charters Cover - € 3,000

For Upgraded Cover - € 50,000

Definition

“Close Relative”

Your mother, father, sister, brother, wife, husband, your partner who lives with you, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, brother-in-law, step-parent, stepchild, stepsister, stepbrother, aunt, uncle, cousin, nephew, niece, sister-in-law or daughter-in-law

“Close Business Associate”

Someone you work with who has to be in work for you to be able to go on or continue a trip or holiday. A senior manager or director of your business must agree to this.

“Home address”

Your home address in the normal country of residence.

What is not covered

Exclusions are listed after Section E.

Section E Personal Accident

Benefits	Amount Payable	
	Charters Cover	Upgraded Cover
Death	€ 1,000	€25,000
Loss of one or more limbs And/or total loss of sight in one or both eyes	€ 1,000	€25,000
Permanent TOTAL disablement after 104 weeks EXCEPT when benefit is paid for loss of limbs or sight	€ 1,000	€25,000

Bodily injury suffered by you during the period of insurance caused by accidental and external means resulting solely and independently of other causes in death or disablement. The benefits shown below will be paid to you or to your legal personal representative.

Definitions

“Total loss of sight”

Complete and irrecoverable loss of sight.

“Loss of Limbs”

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

“Permanent Total Disablement”

Permanent and total disablement from engaging in or attending to any kind of profession or occupation.

“Bodily Injury”

Includes death or disablement as a direct result of exposure following a forced landing of any aircraft or a mishap to a vessel or vehicle in which you are travelling.

Special Conditions applying to Section E

1. Death or disablement must happen within one year of the injury.
2. Permanent Total Disablement is payable only if you are in full time employment at the time of accident.
3. Only one of the benefits is payable under this Section.
4. The maximum amount payable under this Section shall not exceed €1,400,000 in respect of any one aircraft or vessel.

What is not covered:

Exclusions to Sections A, D & E

1. We will not pay for any costs arising from a medical condition where you travel against the advice of a qualified medical practitioner or would be travelling against the advice of a qualified medical practitioner had you obtained advice.
2. We will not pay for:
 - (a) Any expenses or fees for any in-patient treatment or repatriation which have not been agreed by GasanMamo Insurance or the Emergency Medical Service.
 - (b) The cost of any non-emergency treatment or surgery, including explanatory tests, which are not directly related to the illness or injury which necessitated your admittance into hospital.
 - (c) Cosmetic surgery.
 - (d) Medication which, at the time of departure is known to be required or to be continued outside your normal country of residence.
 - (e) Any additional cost of a single or private room.
 - (f) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.
 - (g) Emotional disorders, anxiety or panic attacks and hysteria unless they result in admission to a hospital.
3. We will not pay any costs arising from a medical condition for which, at the time of buying insurance, you:
 - (a) Are receiving in-patient treatment or are on a waiting list for in-patient treatment.
 - (b) Have received a terminal prognosis.
 - (c) Are intending to get medical treatment during the period of insurance.
4. We will not pay for death, injury, illness or disablement resulting from:
 - (a) Pregnancy or childbirth unless you are less than 28 weeks pregnant on the day you return from your trip.
 - (b) Any anxiety state and/or depression diagnosed before the date of buying insurance.
 - (c) Flying or other aerial activities except while travelling in an aircraft as a passenger.
 - (d) Motor cycling (as a driver or passenger) on machines exceeding 125cc, mountaineering, rock climbing, hunting, trapping, pot-holing, rafting or canoeing involving white water rapids, bungee jumping or similar activity, jet skiing, sub-aqua diving, organised team sports.
 - (e) Taking part in or practising for speed or time trials, sprints or racing of any kind.
 - (f) Manual work of any kind.

- (g) Winter sports or the use of dry ski slopes (unless the appropriate premium has been paid in which case the excluded activities are ski racing in major events, ski jumping, ice hockey, ski boarding and use of bob sleighs or skeletons).
 - (h) Taking part in expeditions or the crewing of a vessel from one country to another.
 - (i) Charges for dental treatment other than emergency treatment for the relief of pain or where rendered necessary by injury (treatment shall not include the provision of dentures, artificial teeth or any dental work involving the use of precious metals).
 - (j) If you have to cancel your journey because of unemployment caused by your misconduct, resignation or voluntary redundancy, or if you know that you would be made redundant before the date your insurance was issued or you booked a holiday, whichever is the later, or if you are self-employed.
 - (k) Claims for unused travel or accommodation arranged by using Air Miles or similar promotions.
5. We will not pay the first €25 of each claim per person in respect of Emergency Medical and Associated Expenses and Cancellation and Curtailment Charges. This excess does not apply when a claim is made for the initial holiday deposit.

Exclusions 4 (c) to (i) do not apply to Cancellation, and in respect of Curtailment, they apply only to you.

Extension Of Period Of Insurance

If the homeward journey cannot be completed before the period of insurance ends, cover will remain in force without additional premium for up to:

1. 14 days if any vehicle, vessel or aircraft in which you are travelling as a ticket holding passenger is delayed.
2. 30 days if the intended return journey is prevented due to your bodily injury or illness. If this happens we will also continue to pay medical treatment under Item 1 of the Emergency Medical and Associated Expenses Section (up to the sum insured provided by the Policy) for this period or such extension of period as is medically certified as being necessary.

General Exclusions Which Apply To The Whole Policy

This Policy does not insure:

1. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped force.
2. Claims of whatever nature directly or indirectly caused by:
 - (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
 - (c) Pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
3. Any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused.
4. Death, injury, illness or disability that results from suicide or attempted suicide or any act which could reasonably be considered as exposure to danger (unless you are trying to save someone's life), venereal infection or the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).
5. Any consequential loss not specified in the Policy.
6. Any payment you would normally have made during your travels, if nothing had gone wrong.
7.
 - (a) Loss or destruction of or damage to any property or any loss or expense resulting or arising from such damage or any other consequential losses sustained by you.
 - (b) Any legal liability of whatsoever nature.
 - (c) Any death, bodily injury or illness directly or indirectly caused by, contributed to by, consisting of or arising from the failure or inability of any:
 - i. Computer or auxiliary equipment.
 - ii. Computer system software, program or spreadsheet.
 - iii. Data processing equipment, media or auxiliary equipment.
 - iv. Microchip, integrated circuit or similar device.
 - v. Telecommunications equipment or systems.
 - vi. Any other system for processing, storing, transmitting, retaining or returning data.

whether your property or not and occurring before, during or after the year 2000 to:

- i. Correctly recognise any date as its true calendar date or its true value.
- ii. Capture, save or retain and/or correctly manipulate, interpret, transmit, return or process any data or information or command or instruction as a result of treating any data otherwise than its true calendar date or its true value.
- iii. Capture, save, retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in (i) to (vi) above being a command or logic which causes the loss of data or the inability to capture, save, retain or correctly process such date on or after any date.

8. Loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

Conditions

1. No refund of premium will be allowed after the date of issue of this Policy.
2. You must contact us with full details in writing as soon as possible, but not later than seven (7) days following your arrival at your normal country of residence, after any bodily injury, illness, incident or unemployment or on the discovery of any loss or damage. You must also inform us immediately if you know of any legal action against you. Any letter or document which relates to a claim must be sent to us straight away.
3. You, or any person acting for you, must not negotiate any claim, admit or deny liability without our written permission.
4. All certificates, information and evidence which we may require must be supplied at your expense or the expense of your legal representative. If your claim is for bodily injury or illness, we may request, and will pay for, a medical examination. We may also request, and will pay for, a post mortem examination if you die.
5. If at the time you make a claim under this Policy you are covered by any other insurance we will only pay our proportionate share of the claim. This condition does not apply to the Personal Accident Section.
6. GasanMamo Insurance can defend and settle any legal action in your name. We can recover any payment we make under the Policy to anyone else at our own expense and for our own benefit and we can do it in your name.
7. If you or anyone acting for you makes a claim knowing the claim to be dishonest or exaggerated in any way, we will not pay the claim and all cover under this Policy will cease immediately. We reserve the right to notify the Police of any such claim.

8. This Policy shall for all effects and purposes be deemed to be a Cypriot contract and shall for all intents and purposes be governed by and according to the laws of the Republic of Cyprus. Any summons, notice or process to be served upon the Underwriters for the purpose of instituting legal proceedings against them in connection with this policy shall be served upon Prodromou Underwriting Agency Limited, of Nicosia Cyprus who have authority to accept service on their behalf.

Without prejudice to any arbitration proceeding in Cyprus under current statutory provision, this Policy shall be subject to the exclusive jurisdiction of the Courts of the Republic of Cyprus.

We will only pay in respect of judgments, orders or awards that are delivered by or obtained from a competent court within Cyprus or in Arbitration in Cyprus under current statutory provisions.

We will not pay in respect of any judgment, order or award obtained in Cyprus for the enforcement of a judgment or arbitration award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from you or any other persons entitled to indemnity under this Policy which costs and expenses of litigation are not incurred in Cyprus.

9. You might be requested to present a sworn statement (affidavit), at your expense, in support of your claim.
10. Reciprocal Health Agreements – If you are travelling to countries in the European Community we strongly recommend that you get a European Health Insurance Card from the competent authorities. This will allow you to benefit from the health arrangements which exist between member states of the European Economic Area. You must take reasonable steps to use these arrangements where possible.

24 Hour Worldwide International Medical Rescue Emergency Service

The cost of the International Medical Rescue Emergency Service is paid by us. The operation and availability of the service is governed by the terms, conditions and exclusions in the policy wording.

The Emergency Medical Service must be notified immediately of an illness or injury which requires you to go into hospital, as an in-patient. If this is not possible because the condition is serious then contact must be made as soon as possible after you are hospitalised.

Immediate contact should be made with the Emergency Medical Service before arrangements are made for repatriation.

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

1. Hospitals are contacted if necessary;
2. Necessary medical fees are guaranteed;
3. Medical advisors are consulted;
4. Repatriation to Cyprus is arranged, by the most appropriate method, if this is considered to be medically suitable.

International Medical Rescue may be contacted as follows:

Telephone for calls from outside the UK - 0044 208 669 9292

Telephone for calls from within the UK - 0 208 669 9292

Telefax London - 0044 208 669 3442

Please quote your policy number and state you are insured by GasanMamo Insurance.

On behalf of GasanMamo Insurance,



Albert P. Mamo
Managing Director

Complaints Procedure

As a valued customer you are right to expect fairness and a swift and courteous service at all times.

We recognise that sometimes you may be dissatisfied with our service. To help us improve we would appreciate your honesty in telling us about your experience of our service – your feedback will make the difference.

What should you do?

Step 1 Please speak to your usual insurance advisor or your GasanMamo Insurance contact .

Step 2 If you remain dissatisfied or you feel your complaint remains unsolved please write to; The Managing Director, GasanMamo Insurance Ltd, Msida Road, Gzira GZR1405, Malta giving us your policy or claim number in any correspondence.

Step 3 If, after making a complaint to us, you are still unhappy and feel the matter has not been resolved to your satisfaction you may wish to contact the Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road Attard BKR3000, Malta.

Following these procedures will not affect your right to take legal action.

Telephone Monitoring

For our joint protection, telephone calls may be recorded and/or monitored.

Policy Reference: GMI/AMT/CHARTERS/01/10