

ETIHAD AIRWAYS TRAVEL PLAN

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1- WELCOME TO T'AZUR TAKAFUL INSURANCE

This is your Travel Insurance Plan. It tells you what is covered and what is not, as well as the conditions which apply and the basis on which all claims will be settled. This Plan and the Schedule are the evidence of the Plan of insurance. Please read them carefully, keep them in a safe place, and take them with you when you go on holiday.

Insuring Agreement

In consideration of payment of contribution, we agree to provide insurance in accordance with the operative Chapters of the Plan.

The Schedule and any Endorsements are all part of the Plan.

The information you have supplied form part of the contract of insurance with us. Your Plan is evidence of that contract.

Interpretation

For the legal interpretation of the Plan wording Arabic text will prevail over the English text in the event that any dispute arises.

Money Back Guarantee

Please examine the Plan and Schedule and return them to us prior to the scheduled date of departure but not later than two days from the date of the Plan issuance if they do not meet your requirements. Please refer to the Cancellation Clause under the General Conditions.

Availability of Cover

This plan is only available if you purchased insurance via Etihad Airways or via a Etihad Airways approved distributor.

Travel to a Dangerous Area

In your interest and for your safety, we advise caution if you are travelling to any dangerous area where there is known to be war or civil commotion or unrest. Unless specifically mentioned in the Schedule, **your cover does not apply to Iraq, Afghanistan, Somalia and in countries where war has been declared or after it has been recognized as a war zone by the United Nations.**

2- YOUR PLAN COVER SUMMARY

Chapter	Benefit	Fly Safe Plus Limit (USD) / Deductible		Fly Safe Limit (USD) / Deductible	
		Age Below 65	Age from 65 to 79	Age Below 65	Age from 65 to 79
A	Emergency Medical Expenses	1,000,000 / 30	75,000 / 30	50,000 / 50	35,000 / 50
B	Emergency Dental Care	400 / 30		NA	
C	Emergency Medical Transportation	Included in Chapter A		Included in Chapter A	
D	Repatriation of other Insured Persons	10,000		NA	
E	Repatriation of mortal remains	10,000		7,500	
F	Premature return following death of Close Relative	Economy ticket		NA	
G	Visit of Close Relative	Economy Ticket		NA	
H	Personal Liability	1,000,000		50,000	
I	Legal Assistance in case of Redress	4,000		2,000	
J	Advance of Bail Bond (refundable)	10,000		NA	
K	Cancellation or Curtailment	Up to 5,000	Up to 1,500	Up to 1,000	Up to 300
L	Delayed Departure	Up to 500 / after 4 hours		Up to 500 / after 4 hours	
M	Delayed Baggage	Up to 250		Up to 120	
N	Missed departure	Up to 150		Up to 150	
O	Personal Baggage and Personal Money	5,000 / 30		1,000 / 30	
P	Loss of Passport	500 / 30		NA	
Q	Personal Accident	27,500	NA	NA	
R	Medical teleconsultation (service)	Included		NA	

3- IMPORTANT INFORMATION

We would like to draw your attention to important features of your Plan including:

Conditions and Exclusions

Special Conditions apply to individual Chapters of your Plan, whilst General Exclusions and General Conditions will apply to the whole of your Plan. Refer also to 'What is not covered' which applies to each Chapter of the Plan. Additionally, specific claims procedures, which apply to certain Chapters of the Plan, must be followed in order for a claim to be accepted.

Age Eligibility

This Plan is available to persons aged 79 or below. If Annual Multi-Trip Cover is selected, and you reach the age 80 during the Period of Insurance, cover will continue until expiry or cancellation of the Plan.

Excess

Under some Chapters of the Plan, claims will be subject to an Excess. This means that you will be responsible for paying the first part of each claim.

Hazardous Activities/ Sports

If you are planning to take part in any hazardous activities or sports, please check that your Plan covers you.

Health

This Plan contains restrictions and conditions regarding pre-existing medical problems concerning the health of the people travelling and of other people not travelling upon whose health the booking or continuation of the Trip may depend. You are advised to read carefully the Conditions relating to Health.

Law and Jurisdiction

Your Plan will be governed by the Law and Jurisdiction of Kuwait.

Material Fact

All material facts must be disclosed to us. Failure to do so may affect your rights under this Plan. A material fact is a fact that is likely to influence the acceptance or assessment of the risk, including ascertaining the contribution by us.

Plan Document

Please read this document carefully. We wish to remind you that cover varies from plan to plan and from insurer to insurer.

Plan Limits

Most Chapters of your Plan have limits on the amount we will pay under that Chapter. Some Chapters also have specific inner limits: for example, for Valuables. Please check your Plan to ensure that the cover is adequate for your needs.

Baggage Claims

These claims are settled based on the value of the baggage at the time of the loss and not the cost of buying new items. Your Plan details the claims procedure that must be followed for a claim to be accepted, in particular the requirement to obtain Police reports within 24 hours.

Claims

Claims must be reported to the Assistance Company offices along with proof of travel, copy of ticket or boarding pass need to be provided within 30 days of any Accident or Illness, or if there is no Accident or Illness within 30 days from the end of the Trip otherwise the insured loses any rights to rise a claim against the company.

Reasonable Care

You must take all reasonable care to protect yourself and your property as if you were not insured.

Contact for Queries

If you would like more information or require clarification on any of the covers provided, please do not hesitate to contact us

4- DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Plan.

ADVENTURE SPORTS

Means Winter Sports and Water Sports, trekking and safari.

ASSISTANCE COMPANY

Means the service provider appointed by the Insurer in order to provide the coverages of the Plan - Inter Partner Assistance S.A. an insurance company regulated and authorised by the NBB, under number 0487, with registered office at Louizalaan 166, 1050 Brussels, and Company number 0415.591.055

Baggage

Means luggage, clothing, personal effects, Valuables and other articles which belong to you (or for which you are legally responsible) and are worn, used or carried by you during any Trip.

Bodily Injury

Means an identifiable physical injury sustained by you during the Period of Insurance by a sudden, unexpected and specific event. Injury as a result of your unavoidable exposure to the elements shall also be deemed to mean Bodily Injury.

Children

This refers to the Insured Person's Dependent Children who are not in full time employment and who are between the ages of three months and 16 years.

Close Relative

Means mother, father, sister, brother, wife, husband, daughter and son.

Curtailment/Curtail

Means abandoning the Trip by immediate return to your Home or by attending a hospital abroad for a period in excess of 48 hours as an in-patient.

Family

Family means you, your spouse and your unlimited number of children.

Geographical Limit

As shown in your plan schedule.

Home/Country of Residence

Means your normal place of residence in Kuwait of which you are a citizen or hold a valid resident status as of the date of your outward journey for Kuwait Airport.

Illness

Means any sudden and unforeseen change in health that is certified by a Medical Practitioner and prevents normal continuation of your journey.

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 in one or both eyes.

Medical Condition

Means any disease, illness or injury.

Medical Practitioner

Means a registered practicing member of the medical profession who is not related or known personally to you or any person with whom you are travelling.

Period of Insurance

(A) Begins when The insured passes through passport control of the airport in the country of residence to commence a trip and continues until termination upon cancellation or the expiration date shown on the Plan Schedule, or if earlier at the time of exit from passport control of the airport on arrival back to the country of residence on completion of the trip.

(B) For the cancellation of trip under chapter K, the period of cover commences immediately from the issuance of the plan or booking a trip if the trip is booked after the issuance of the plan and terminates on the date on which the trip starts

The single Trip Plan cover is limited for one trip of one departure journey outbound from the Country of Residence and the first return journey inbound to the Country of Residence. The insurance cover is not applicable after the insured has returned to the same Country of Residence after the Plan inception.

For Annual Multi-Trip Plan, cover will be terminated on the Insured Person's return to the Point of Departure and recommence on next insured Trip.

The maximum period of any Trip is restricted to 90 consecutive days.

The Plan cannot be cancelled following the start date of cover

For one-way trip cover

Cancellation cover begins from the issue date shown on Your plan schedule and ends at the beginning of Your Trip. All cover ends 24 hours after your arrival in the destination country

For single trip cover

All cover ends on the expiry date shown on Your plan schedule, unless You cannot finish Your Trip as planned because of death, injury or illness or there is a delay to the public transport system that cannot be avoided. In these circumstances, we will extend cover free of charge until You can reasonably finish that Trip.

Permanent Total Disablement

Means disablement which is beyond reasonable hope of improvement having lasted for a continuous period of one year and prevents you from attending to any occupation or alternative remunerative work of any kind subject to approved / authorized total disability report.

Personal Money

Means bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, prepaid coupons or vouchers, travel tickets, pre-booked event and entertainment tickets, phone cards and electronic money cards all held for private purposes.

Pre-existing Medical Condition

Means An ongoing or recurring Medical Condition (or any medical complication directly attributable to that Medical Condition) investigated by a Medical Practitioner (whether diagnosed or not) and/or;

A Medical Condition (other than a minor non recurring ailment) for which there has been a prescribed medication or treatment by a Medical Practitioner during the 180 days immediately preceding the date of application for this insurance.

Public Transport

Means any publicly licensed aircraft, sea vessel, train or coach on which you are booked to travel.

Regional Quarantine

Any period of restricted movement or isolation, including national lockdowns, within your country of residence or destination country imposed on a community or geographic location, such as a county or region, by a government or public authority.

Safari

A sight-seeing visits to a commercial tourist attraction to observe animals in their natural habitat as part of the covered Trip.

Hunting, professional activities and sports are not covered.

Schedule

Means the validation page attached to this Travel Plan setting out the names of those persons insured (You/ Your/Insured Person), the Area of Travel, the Plan type, the Period of Insurance and any other Special Conditions and terms.

Spouse

Whenever used in the Plan means, the Insured Persons' legally married husband or wife between the ages of 18 and 79 years.

Trekking

Go on a long-distance unaided walk, as part of the covered Trip, only on foot as an adventure activity without using equipment designed for long distance journeys and not related to any professional activity or sport.

The following are not covered:

1. Expeditions exceeding seven days
2. Hiking
3. Rock Climbing
4. Mountain Climbing

Trip

Means any holiday, pleasure trip, cruise trip or journey made by you within the area of travel shown in the Schedule which begins and ends in the Country of Residence during the Period of Insurance.

Any Trip solely within the Country of Residence is not insured.

If 'Annual Multi-trip Cover' is selected, any such Trip over 62 days is not insured.

Each Trip is deemed to be a separate Insurance, each being subject to the Terms, Definitions, Exclusions and Conditions contained in the Plan.

One way trips or journeys are covered but cover will cease once your plan expires, or when you return to your country of residence, whichever is earlier.

Any trips to a country, specific area or event when the Ministry of Foreign Affairs or a regulatory authority in a country to/from which you are travelling has advised against all travel are not covered.



Unattended

Means when you are not in full view of or in a position to prevent unauthorised interference with your property.

Valuables

Means antiques, jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, photographic audio video computer television and telecommunications equipment (including CDs, DVDs, tapes, films, cassettes, cartridges and headphones), mobile telephones, computer games and associated equipment, telescopes and binoculars.

Water Sports

Means fishing, sail boarding, sailing (inland or coastal waters only), surfing, water skiing, wind surfing. Notes:

- a) Swimming and/ or snorkelling for recreational purposes is considered as a normal activity covered by the Plan without additional contribution and hence does not come under the definition of Water Sports.
- b) Coastal waters are defined as within a five miles limit of a coastline.

We/Us/Our/ T'AZUR

Means T'AZUR TAKAFUL INSURANCE

Winter Sports

Means cross country skiing, ice skating (no speed skating), mono skiing, ski boarding, sledging, snowboarding or surfing, snow shoeing, snow skiing, snowmobiling as a passenger only.

You/Your/Insured Person

Means each person travelling on a Trip, whose name appears in the Plan Schedule.

5- IMPORTANT CONDITIONS RELATING TO HEALTH

It is a condition of this Plan that no Trip will be covered if at the time of taking out this Plan:

1. You or anyone upon whom the Trip plans depend has received a terminal prognosis.
2. You or anyone upon whom the Trip plans depend are on a waiting list for, or have knowledge of the need for, in-patient treatment at a hospital, clinic or nursing home.
3. You are travelling against the advice of a Medical Practitioner.
4. You are travelling with the intention of obtaining medical advice outside of the Country of Residence.
5. You or anyone upon whom the Trip plans depend is expected to give birth before, during or within two months of the Trip.

6. You are aware of any circumstances that could reasonably be expected to give rise to a claim on this Plan.

You must be able to comply with these conditions to have the full protection of this Plan. Otherwise, unless you have been given our prior written agreement, you will not be covered under the following Chapters:

Chapter A:	Emergency Medical Expenses
Chapter B:	Emergency Dental Care
Chapter C:	Emergency Medical Transportation
Chapter D:	Repatriation of other Insured Persons
Chapter E:	Repatriation of Mortal Remains
Chapter F:	Premature return following death of Close Relative
Chapter G:	Visit of Close Relative
Chapter K:	Cancellation or Curtailment
Chapter Q:	Personal Accident

6- WHAT TO DO IN AN EVENT OF A CLAIM

PROCEDURE A

Situations that require immediate assistance

What kind of situations? If you are in need of:

- Emergency Medical Treatment - Chapter A
- Emergency Dental Care - Chapter B
- Medical Transportation - Chapter C
- Repatriation of other Insured Persons – Chapter D
- Repatriation of Mortal Remains - Chapter E
- Premature return following death of Close Relative – Chapter F
- Visit of a Close Relative - Chapter G
- Personal Liability - Chapter H
- Legal Assistance in case of Redress – Chapter I
- Advance of Bail Bond (refundable) – Chapter J
- Medical teleconsultation – Chapter R

Immediately after the occurrence of any event the consequence of which could result in a claim, you or any other person acting on your behalf should contact us in order to receive our prior approval and indication on the procedure to follow.

Contact information

24 hours a day, 7 days a week
+965 22281738

The benefits can be granted only upon prior approval by the Assistance Company.

For Medical Non-Emergencies (Reimbursement Claims)

+965 22281738

During regular working hours.

You should state:

- Your family name and first name;
- The name of the Insurance company (T'Azur Takaful Insurance) as well as the insurance Plan Number and Period of Insurance;
- The date of entry in the visited country;
- The name, address and telephone number of the Medical Centre to which the Insured Person has been admitted;
- The name and address of the Medical Practitioner in charge of the Insured Person;
- A brief description of the problems encountered.

A medical expert appointed by us will have free access to the Insured Person and His/Her medical file to assess the validity of the claim.

In the event of a medical transfer or repatriation, the means of transportation will be ambulance, train or scheduled flight. Air ambulance transportation is limited to intra-continental transportations and to critical cases which cannot be accommodated by any of the above-mentioned means of transportation.

In any case, we, upon agreement with the treating physician, will choose the means of transportation to be used.

In any case of Illness or Bodily Injury requiring hospitalization, the Insured Person or any person acting on His/Her behalf must inform us within 48 hours from the time of occurrence.

When we take care of the repatriation of the Insured Person, the Insured Person shall return the ticket or the refund thereon to us.

As soon as a claim occurs, the Insured Person must make every endeavor to limit or stop its consequences.

If during an emergency, or due to any valid reason, the Assistance company cannot be contacted for prior approval, the claim may still be considered subject otherwise to the Plan terms and conditions. In all such cases, the expenses must be reasonable and customary and all documents (medical report, bills, etc). must be forwarded to the assistance company for their approval and acceptance. No claim will be considered if the Assistance Company have not been contacted within 30 days of the Accident or Illness.



PROCEDURE B

Travel inconvenience claims must be submitted not later than 30 days from the end of the Trip.

What kind of situations?

- Cancellation or Curtailment of your Trip - Chapter K
- Delayed Departure - Chapter L
- Delayed Baggage - Chapter M
- Missed Departure - Chapter N
- Personal Baggage and Personal Money - Chapter O
- Loss of Passport - Chapter P
- Personal Accident Benefits - Chapter Q

Contact the Assistance company:

Kuwait: +965 22281738

During regular working hours.

Please refer to the related sections for more details on what to do in case of a claim.

7- COVERS

CHAPTER A - EMERGENCY MEDICAL EXPENSES

What is covered

We shall pay medical, pharmaceutical and hospital expenses incurred by you on medical prescription in urgent cases arising as a result of a Medical Condition which has occurred during the Trip, as well as ambulance expenses from the place of the Accident or Illness to the nearest medical centre but not for any Dental Related Conditions.

In case of illness due to infectious disease (epidemic/pandemic) in any country apart from the country the Trip originated, we shall pay for the Emergency Medical Expenses.

How much we will pay

Please refer to the Table of Benefits (clause 2) as per your selected plan.

Excess

Please refer to the applicable Excess in respect of this cover as per the table of benefits (per claim for each Insured Person).

CHAPTER B - EMERGENCY DENTAL CARE

What is covered

This cover is only applicable for fly Safe Plus plan, We shall pay for medical treatment and pharmaceutical expenses incurred by you on medical prescription for the emergency relief of pain regardless of cause; provided however that the pain is not a pre-existing condition.

How much we will pay

Please refer to the Table of Benefits on page 1 as per your selected plan.

Excess

Please refer to the applicable Excess in respect of this cover as per the table of benefits (per claim for each Insured Person).

CHAPTER C - EMERGENCY MEDICAL TRANSPORTATION

What is covered

We undertake to arrange and bear the cost of your transport depending on your condition:

- to a hospital, which is better equipped to treat your case;
- to a hospital which is closer to your Country of Residence;
- to your Country of Residence.

If decisions a. and b. are taken, we shall be responsible, prior to executing the transport, for reserving a room for you in the hospital to which you are to be transferred.

Note: T'Azur Takaful Insurance cannot act as a substitute for local, national or international emergency help or search organizations and does not pay for the expenses incurred because of their intervention. Thus, we shall not pay for the transportation from the place where the Accident or Illness occurred to a medical facility.

CHAPTER D - REPATRIATION OF OTHER INSURED PERSONS

What is covered

This cover is only applicable for fly safe plus plan, In the event of your repatriation pursuant to above mentioned dispositions, the cost incurred for the simultaneous repatriation of other Insured Persons travelling with you shall be covered by scheduled air transport in economy class to their Country of Residence in so far as they are unable to return to that address by the initially chosen means of transportation for their normal return. The cost of repatriation shall be borne by

us after deducting the costs normally incurred for the return to their Country of Residence. Where the return journey was to have been made by air or ship, the Insured Person shall return the ticket or the refund thereon to us.

Provided that: the holder of non-used nor modifiable travel ticket have to comply with the necessary steps for obtaining the reimbursement of the said travel ticket and have to justify his/her actions to us.

CHAPTER E - REPATRIATION OF MORTAL REMAINS

What is covered

We shall take responsibility for all the formalities required locally and for the immediate payment of costs, including the transport of the body to the place of burial in the Country of Residence or the country of citizenship. We shall pay for the cost of postmortem, of preparation of the body and of the coffin essential for the transport thereof, and also including the expenses of funeral costs.

Special condition: The Assistance Company will be alone responsible for choosing the companies to be involved in the repatriation process.

CHAPTER F - PREMATURE RETURN DUE TO DEATH OF CLOSE RELATIVE

What is covered

This cover is only applicable for fly safe plus plan, We shall pay the additional cost incurred by you for your repatriation by economy class air transport in the event of the sudden and unforeseen Death of a Close Relative, in so far as you are unable to return to your Country of Residence in time for the funeral by the means of transportation initially arranged for the normal return.

CHAPTER G - VISIT OF A CLOSE RELATIVE

What is covered

This cover is only applicable for fly safe plus plan, Where the condition of the Insured Person who has suffered Injury or Illness does not justify or precludes immediate repatriation, and where His/Her stay in a local hospital must exceed ten days, we shall make available a return ticket to enable a Close Relative to travel to His/Her bedside. This cover shall likewise apply in the event of Death of an Insured Person in the country in which He/She was present (other than the Country of Residence).



What is not covered under Chapters A, B, C, D, E, F and G

- Expenses incurred for any treatment or repatriation which have not been notified to and authorized by the Assistance Company as detailed in Procedure A on page 4.
- Costs of telephone calls, other than calls to the Assistance Company notifying them of the problem for which you are able to provide a receipt or other evidence to show that the call took place, its cost and the number telephoned.
- 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.
- Any form of treatment or surgery which, in the opinion of the Medical Practitioner in attendance and us, can be delayed reasonably until your return to your Country of Residence.
- Medication, which, at the time of departure, is known to be required or to be continued outside your Country of Residence.
- Treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
- Emotional disorders unless they result in admission to a hospital.
- Any expenses incurred after you have returned to your Country of Residence.
- Expenses incurred as a result of a tropical disease where the recommended inoculations have not been undertaken.
- Your decision not to be repatriated after the date when, in the opinion of the Assistance Company, it is safe to do so.
- Costs of prosthetics, cosmetics, plastic surgery and physiotherapy.
- Investigations, checkup, medical examination being part of preventive medicine.
- Pre-existing Medical Condition, any illness or condition related to pregnancy, convalescence or relapses.
- Any mandated medical test or examination required by Airlines, governmental entities or airport authorities.
- If you have traveled against medical advice.
- Expenses incurred, resulting directly or indirectly from travelling against any government authority advise
- Under no circumstances shall transatlantic or transpacific flights be arranged by air ambulance.
- No cover for fillings and false teeth.
- Expenses incurred as a result of failure to obtain any recommended vaccines, inoculations or medications prior to their trip.

CHAPTER H - PERSONAL LIABILITY

What is covered

We will indemnify you up to the limit specified below against all sums you become legally liable to pay as compensation during the Period of Insurance for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

- Bodily Injury, Death, Illness or disease to any person other than an Insured Person or any person who is in your employment or who is a Close Relative or member of your household.
- Loss of or damage to property that does not belong to and is neither in the charge of or under the control of any Insured Person, a Close Relative, anyone in your employment or any member of your household other than any temporary holiday accommodation but in respect of your occupation (not ownership) only occurring during the Period of Insurance.

How much we will pay

Please refer to the Table of Benefits on page 1 as per your selected product.

Special Conditions

- You must give us immediate written notice with full details of any incident, which may give rise to a claim.
- You must forward every letter, writ, summons and process to us as soon as you receive it.
- You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our written consent.
- We will be entitled, if we so desire, to take over and conduct in your name the defence of any claim for indemnity or damages or otherwise against any third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim, and you shall give us all necessary information and assistance which we may require.
- 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 Plan.
- If in the court procedures brought against the insured there should be a conviction, we will decide whether it is appropriate to appeal to the competent higher Court; if it does not deem the appeal appropriate, it will inform the insured thereof, and the latter will be free to lodge it on its own exclusive account. In this latter event, if the appeal lodged were to give rise to a sentence favorable to the

interests of the Company, it will be obliged to meet the cost of the expenses arising from such appeal.

- When any conflict arose between the insured and the Company, prompted by the latter having to maintain in the loss interests contrary to the defense of the insured, the Company will inform the insured thereof, without prejudice to taking the measures which, because of their urgent nature, are necessary for the defense. In this case, the insured may choose between maintaining the legal supervision provided by the Company or entrusting its own defense to another person. In this last event, the Company will be obliged to pay the expenses of such legal supervision.
- When in the civil part an amicable agreement was reached, the defense in the criminal part is discretionary on the part of the Company and is subject to the prior consent of the defendant.

Recoveries

In the event of concurrence of the Company and of the insured against a liable third party, the amount recovered will be shared out between them both in proportion to their respective interest.

What is not covered

Compensation or legal costs arising directly or indirectly from:

- Liability which has been assumed by you under agreement unless the liability would have attached in the absence of such agreement.
- Pursuit of any trade, business, profession or occupation or the supply of goods or services.
- Ownership possession or use of vehicles, aircraft or watercraft.
- The transmission of any communicable disease or virus.
- Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation).
- Fines, penalties and punitive damages.
- Pandemic, epidemic or infectious disease.
- Damage which has its origin in the breach of or voluntary failure to observe positive legal rules or of those governing the activities object of the insurance
- Damage to goods or animals that are in the possession of the insured, or the person for whom the latter is answerable, for his/her own use, or that have been entrusted or rented out to him/her to use, look after, transport, use for working purposes or operate.



- Damage caused by the contamination of the ground, waters or the atmosphere, unless the cause thereof should be accidental, sudden and unforeseen or not anticipated by the insured.
- Damage caused by risks that should be object of compulsory insurance cover.
- Damage arising from the use and running of motor vehicles, and of the elements towed or incorporated therein.
- The contractual obligations of the insured.
- Damage caused to ships, aircraft or any device destined for navigation or water or air support, or caused by them.
- Damage caused by the transport, storage and handling of corrosive, toxic, inflammable and explosive substances and gases.
- Liability arising from labor accidents sustained by the personnel in the service of the insured.
- Damage caused by products, completed works and services rendered, after they have been delivered to clients or after they have been rendered.
- Damage caused to movable or immovable property which, for their use or enjoyment, handling, transformation, repair, safe-keeping, deposit or transport, have been entrusted, assigned or rented to the Beneficiary, or which are in his/her possession or sphere of control
- Financial losses that are not the consequence of a material damage covered by the plan, as well as the financial losses that are the consequence of a bodily harm or material damage not covered by the plan.
- Damaged caused by engaging in Risk and Winter sports.
- Injury to employees of the insured.
- Liability arising out of: Any willful act or misconduct;
- Liability to members of the insured family or any employee.
- Liability for which indemnity is provided to the insured under any other insurance.

CHAPTER I - LEGAL ASSISTANCE IN CASE OF REDRESS

What is covered

We undertake to execute at our own expense all amicable intervention or judicial actions with a view to obtain pecuniary repair of physical damage suffered by you as a result of an Accident involving the liability of a person who is in no way related to you and is not an Insured Person under this Plan.

How much we will pay

Please refer to the Table of Benefits on page 1 as per your selected product.

Special Condition

In all cases, you shall refrain from yourself taking legal proceedings without consulting us beforehand, failing which you shall lose this entitlement to cover.

CHAPTER J - ADVANCE OF BAIL BOND

What is covered

This cover is only applicable for fly safe plus plan. We will provide the bail bond required by judicial authorities to guarantee provisional release from custody on an Insured Person following a contravention or infringement without willful intent of current statutory and administrative provisions of the visited country in an amount of up to USD 10,000 per Insured Person, the necessary amount to be made available as an advance.

- This advance is made through a lawyer locally or an Company local correspondent.
- This advance is agreed against the lodging of an acknowledgment of debt for an equivalent amount with the Company.
- You shall refund to us the amount of the bail bond that has been advanced:
- As soon as it is returned in the event of cancellation of the proceeding or acquittal; or
- Within 15 days of the court decision which becomes enforceable if a sentence is passed.
- In all cases, within one months from the date of payment.

CHAPTER K - CANCELLATION OR CURTAILMENT

What is covered

We will pay you up to (Please refer to the Table of Benefits on page 1 as per your selected product) per Insured Person for any irrecoverable, unused travel and accommodation costs and other prepaid charges, which you have paid or are contracted to pay if:

- The Trip is completely canceled or Curtailed before completion as a result of any of the following events occurring during the Period of Insurance:
 1. The Death, Bodily Injury or Illness of:
 - A. You
 - B. any person with whom you are travelling or have arranged to travel
 - C. any person with whom you have arranged to reside temporarily

- D. any Close Relative
2. Accidental damage to your Home rendering it uninhabitable or the Police requesting your presence following theft at your Home during your Trip or the preceding seven days.
3. Hijack of the Insured Person or of any person with whom the Insured Person intends to travel or is traveling

Special Conditions

1. You must obtain a medical certificate from a Medical Practitioner and prior approval of the Assistance Company to confirm the necessity to return Home prior to Curtailment of the Trip due to medical reasons.
2. If you fail to notify the Travel Agent, Tour Operator or provider of transport /accommodation immediately it is found necessary to cancel the Trip our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
3. If you cancel the Trip due to Bodily Injury or a Medical Condition you must provide a medical certificate from a Medical Practitioner stating that this necessarily and reasonably prevented you from travelling.

What is not covered

- A. Any claim arising directly or indirectly from your failure to comply with the Important Conditions relating to Health mentioned on page 3.
- B. Any claim arising directly or indirectly from Government Regulation or Act, delay or amendment of the itinerary, or failure in provision of any part of the Trip (including error, omission, financial failure or default) of or by the provider of any service forming part of the Trip as well as of the Travel Agent or Tour Operator through whom the Trip was booked.
- C. Failure to obtain the required passport or visa.
- D. Circumstances known to you prior to the booking of the Trip which could reasonably have been expected to give rise to cancellation or Curtailment of the Trip.
- E. 'Airport Departure Duty' or irrecoverable payments exceeding USD 250 for lost excursions.
- F. Bodily Injury or Illness unless a Medical Practitioner provides a certificate stating that this necessarily and reasonably prevented you from travelling.
- G. Bodily Injury or Illness resulting from pregnancy.
- H. any recoverable costs for travel and accommodation costs which could be refunded as Miles or any card bonus point schemes or any voucher or in account.



- I. Cancellation where you cannot travel or choose not to travel due to travel restrictions as a direct result of the World Health Organization declaring a pandemic/epidemic or any cancellation of the flight route by the carrier or any government.
- J. cancellation or curtailment where You have not had a positive diagnosis, but when you have been asked to isolate for any reason.
- K. Any claim due to a regional quarantine.
- L. Any unused or additional costs incurred by you which are recoverable from:
 - The providers of the accommodation, their booking agents, travel agent or other compensation scheme.
 - The providers of the transportation, their booking agents, travel agent or compensation scheme.
 - Your credit or debit card provider or Paypal.

CHAPTER L – DELAYED DEPARTURE

What is covered

If departure of the Public Transport on which you are booked to travel from or return to Home is delayed for at least 4 hours from the scheduled time of departure, we will pay:
USD 200 for the first completed 4 hours and USD 50 for each completed hour up to USD 500 per insured person.

Special condition:

This Cover shall come into force in addition to sums received from the concerned airline company or from any other body that the insured shall disclose to the Company. The insured shall not receive sums before justifying having claimed for indemnities to any possible liable entity and for an amount corresponding to the real suffered damages.

Any indemnity shall be granted only in the following circumstances:

- late departure of a scheduled flight carried out by an airline company, which flights are published;
- late arrival of regular airline flight, which flights are published, preventing the Beneficiary traveling on this flight to take the regular connecting flight.

In case of dispute, the site www.oag.com is considered as the reference website to determine the flights time and of connecting flights.

Statement of delay shall disclose the following information:

- Surname and last name of the insured

- Plan Number
- Number of the general terms of the Plan
- Name of the travel agency
- Date of departure and arrival of the trip
- Cause of the delay

The insured or their assignees shall then communicate to the Company, directly or through his/her travel agency, the following documents:

- statement of the airline company mentioning the cause of the delay, the number of the flight, initial scheduled arrival time and actual arrival time
- copy of the travel ticket
- copy of the boarding pass
- notice of compensation granted by the concerned airline
- the original invoices of expenses incurred because of the delay.

The benefit of this cover cannot be combined with the cover of " CHAPTER M – DELAYED BAGGAGE".

What is not covered

- A. Your failure to check in according to the itinerary supplied to you.
- B. Your failure to comply with the terms of contract of the Travel Agent, Tour Operator or provider of transport.
- C. Strike or industrial action or air traffic control delay existing or publicly declared by the date this Insurance is affected by you.
- 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. Any delay or late arrival due to a temporary or permanent withdrawal of an aircraft, which has been ordered by the airport authorities or by the civil aviation authorities or by a similar body and/or has been announced prior to the departure day of the trip of the Beneficiary;
- F. If a similar means of transport has been made available to the Beneficiary within four (4) hours of the original departure time (or arrival in the case of a connecting flight) of the scheduled flight on which the reservation was recorded.

CHAPTER M - DELAYED BAGGAGE

What is covered

We will pay you for emergency replacement of clothing, medication and toiletries if the Baggage is temporarily lost in transit during the outward journey and not

returned to you within 6 hours, provided written confirmation is obtained and sent to us from the 'Airline Company', confirming the baggage was not found in the arrival hall when you arrived from your flight.

How much we will pay

Please refer to Table of Benefits page 1 as per your selected plan. If the loss is permanent, the amount paid under this Chapter will be deducted from the final claim paid by any other Chapter of the Plan covering the Baggage.

Special Condition:

The insured must notify the Company by telephone on the same day as the event. Any claim must be accompanied by the certification from the airline company describing the event.

CHAPTER N - MISSED DEPARTURE

What is covered

If you arrive at the airport, port or rail terminal too late to commence your international trip as a result of:

- a) The failure of other scheduled public transport; or
- b) An accident to or breakdown of the vehicle in which you are travelling or a major event causing serious delay on the roads on which you are travelling;
- c) Unexpected adverse weather

we will reimburse you up to the amount shown in the Plan Summary per trip for all insured persons travelling together, for additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination or connecting flights outside the country of residence.

Missed Connection

If you arrive at the airport, port or rail terminal 4 hours late to commence your international trip as a result of delay of a connecting flight to your international departure point when the connecting time between flights is no more than 12 hours and no less than 2 hours (a longer connecting time may be allowed for if flight reservation systems require longer periods for connections), we will reimburse you up to the amount shown in the Plan Summary per trip for all insured persons travelling together, for additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination or connecting flights outside the country of residence.

Please refer to MAKING A CLAIM for the documents you would need to provide. PLEASE NOTE: Claims are strictly calculated from the time of your scheduled departure to the time of your actual departure. Please refer to MAKING A CLAIM for the documents you would need to provide



What is not covered

- A. Claims where you have not allowed sufficient time (i.e. a reasonable period of time as allowed on a recognized itinerary/route map for the journey based on the method of transport to arrive in time for check-in) for the scheduled public transport or other transport to arrive on schedule and to deliver you to the departure point.
- B. Claims where you have not provided a written report from the carrier confirming the length and reason for the delay.
- C. Costs in excess of the original provider's alternative arrangements for expenses incurred where you take alternative transportation.
- D. All amounts in excess of any compensation provided by the carrier.
- E. Claims where you have not retained and provided original receipts.
- F. Breakdown of any vehicle in which you are travelling if the vehicle is owned by you and has not been serviced properly and maintained in accordance with the manufacturer's instructions.
- G. Claims where you have not obtained a written report from the police or emergency service, or a repairers report and/or receipt within 7 days of you returning home if the vehicle you are travelling in breaks down or is involved in an accident.
- H. Withdrawal from service (temporary or otherwise) of public transport on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
- I. Any claims for missed departure or missed connection under this section if you have claimed under Chapter K – Cancellation or curtailment or under Chapter L – Delayed Departure.
- J. Privately chartered flights.
- K. Strike or industrial action which had commenced or for which the start date had been announced before you made your travel arrangements for your trip, and/or you purchasing the plan.
- L. Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements within 6 hours of the scheduled departure time or within 6 hours of an actual connecting flight arrival time
- M. Denied boarding due to your drug or alcohol abuse or your inability to provide a valid passport, visa or other documentation required by the public transport operator.

CHAPTER O- PERSONAL BAGGAGE AND PERSONAL MONEY

What is covered

The Company will pay in case of loss of luggage duly registered with an I.A.T.A. affiliated airline company. We will also pay for the loss of, theft of or damage to Personal Money occurring during the Period of Insurance.

How much we will pay

Please refer to Table of Benefits page 1 as per your selected plan

	Fly safeplus limit	Fly safe Limit
Personal Baggage (including valuables and personal money)	5,000	1,000
single item limit	400	250
Valuables	Up to 1,500 included in Personal Baggage limit	Up to 500 included in Personal Baggage limit
Personal money	Up to 400 included in Personal Baggage limit	Not covered

Specific conditions:

This cover shall come into force in addition to sums received from the concerned airline company, that the insured shall disclose to the Company. The insured shall not receive sums for an amount above the real suffered damages.

What is not covered

- Travel tickets, manuscripts, documents, books, business papers, passport, identity card
- Perfumes, perishable commodities, eating.
- Valuables or money left Unattended at any time (including in a motor vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Loss or theft of travellers' cheques not reported to the local branch, agent or issuing authority within 24 hours of the discovery of the loss or theft or where the instructions of the issuing agents have not been carried out.
- Depreciation in value or shortages due to error or omission.

- Unset precious stones, contact or corneal lenses, hearing aids and dental or medical fittings, musical instruments, deeds, manuscripts, securities, perishable goods, bicycles.
- Cracking, scratching, breakage of or damage to china glass, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft or accident to the vessel, aircraft or vehicle in which they are being carried.
- Breakage of sports equipment or damage to sports clothing whilst in use.
- Business goods, samples, tools of trade, motor accessories and other items used in connection with your employment or occupation.
- Wear and tear, depreciation, deterioration or loss or damage by atmospheric or climatic conditions by moth, vermin, by any process of cleaning, repairing or restoring, mechanical or electrical breakdown or derangement.

CHAPTER P - LOSS OF PASSPORT

What is covered

We will reimburse you for the cost of making a duplicate Passport which is lost or unintentionally and accidentally damaged or defaced during the Period of Insurance.

The cover includes communication expenses you must pay to get a temporary Passport, the cost of the temporary replacement Passport and the cost of re-stamping visas.

How much we will pay

Please refer to the Table of Benefits page 1 as per your selected product.

Excess

The applicable Excess in respect of this cover is USD 30 per Insured Person.

Special Condition

- You must always take reasonable precautions to ensure the safety and supervision of your Passport and you should take all practicable steps to recover it if lost or stolen. If it is lost or stolen while in the care of a carrier, transport company, authority or hotel, you must report to them, in writing, details of the loss or theft and obtain written confirmation.
- If Passport is lost or stolen whilst in the care of an airline:
- You must obtain a property irregularity report.



- Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (Please retain a copy).
- Retain all travel tickets and tags for submission if a claim is to be made under this Plan.
- This warranty will apply only if the passport or the identity card had a validity period with more than twelve (12) months at the time of theft or loss.
- Cost of repairs and tax stamps shall be reimbursed with the following documentary proofs: - statement of theft or loss issued by relevant local authorities, and - original invoice of the tax stamp

What is not covered

- Passport left Unattended at any time (including in a motor vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.
- Loss or theft of Passport not reported to the Police, local embassy, consulate or issuing authority within 24 hours of the discovery of the loss or theft.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Fines, penalties, punitive damages.
- Cost of passport renewal.

CHAPTER Q - PERSONAL ACCIDENT BENEFITS

What is covered

We will pay one of the Benefits shown below if, during the Period of Insurance, you sustain Bodily Injury, which shall solely and independently of any other cause, result within one year in:

- Death
- Loss of Limb
- Loss of Sight
- Permanent Total Disablement

How much we will pay

The amount we will pay under the Fly Safe Plus plan is USD 27,500 per Insured Person up to the age of 65, subject to the Plan limit.

The Death Benefit for Insured Persons under 18 years will be USD 10,000.

Special Conditions

- Only one Benefit shall be payable.

- Our Medical Advisers may examine you as often as they deem necessary in the event of a claim.

What is not covered

Any Bodily Injury caused directly or indirectly by:

- Pregnancy.
- Any claim arising from your failure to comply with the Important Conditions relating to Health mentioned on page 3.

CHAPTER R- Medical teleconsultation

This cover will be applicable for Fly Safe Plus insurance plan as well as any other insured person who book and travel on their trip together.

What is covered

If you feel unwell during your trip and are unsure whether you can continue to travel, the insurer provides the opportunity for you to discuss your symptoms with a general practitioner. The doctor may deliver medical advice, perform a diagnosis or make recommendations for further steps to take, provided the symptoms allow it and it is medically justifiable. The online consultation should give you and your minor children peace of mind for the remaining duration of your travel time. Teleconsultations are proposed in English or German via Call back request or video call via the app.

You can take advantage of the telemedical assistance via the app. For telemedical assistance via the "Doctor Please!" app, you can schedule an appointment yourself. The "Doctor Please!" app is available as a free download from the Google Play Store and the Apple App Store. You will need an access code for the app, this will be sent to you by us. Please note that insured dependent children over the age of 18 must set up their own account in this app. The consulting physician may also issue private prescriptions, if local regulation allows, via the app or to a pharmacy of your choice. You will be responsible for the costs of the prescription.

If, during the telemedical assistance, the doctor determines that your situation requires an in-person visit with a doctor to clarify your health condition and, if necessary, provide further treatment, the telemedical assistance ends.

In this case, the doctor arranged by the insurer will recommend that you contact a local medical service provider (doctor, hospital or pharmacy) in order to coordinate any required further treatment with them. You can then contact our support teams, in order to be referred to a local healthcare professional, approved by the AXA network

Please note that the insurer does not provide a medical emergency service with this benefit. No immediate treatment is offered. If you have acute symptoms, please always seek local emergency care.

Telemedical assistance is provided directly by the doctor arranged by the insurer. The insurer does not take any responsibility for the advice given and the doctor is solely responsible for his medical advice provided.

The insurer will not provide any services beyond those described above. With this service, the insurer will cover the costs of medical treatment or of any further medical measures required under the Medical Expenses coverage.

How much we will pay

The costs of the telemedical assistance are covered in full by the insurer

8- GENERAL EXCLUSIONS

We will not pay for claims arising directly or indirectly from:

- War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power riot or civil commotion.
- Any act of Terrorism (unless Chapter R - Terrorism Extension - has been specifically purchased). 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 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 chapter of the public in fear.
- 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.
- Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Losses arising, directly or indirectly from the loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system, hardware, program, software, data information repository, microchip, integrated circuit or similar device in computer equipment, that results from the malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious and or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse and which can be identified as the cause of loss.



- Your pursuit of Adventure Sports (Winter Sports and/or Water Sports and/or trekking and/or safari (unless this extension has been purchased and specifically stated as covered in the Schedule but, in any case, excluding the professional practice of these activities in competition).
- The following activities: bob sleigh/skeletons, bobbing, off-piste skiing, free-style skiing, heli-skiing, luge, ski acrobatics, ski flying, ski jumping, ski mountaineering, glacier skiing, ski stunting, snow carting, snow mobiling, snowcat skiing or skiing against local authoritative warning or advice.
- Your engagement in or practice for: manual work in connection with a profession, business or trade, the use of motorised two- or three-wheeled vehicles unless a full driving licence is held permitting the use of such vehicles in those countries which you are visiting/ travelling through, motor competitions/ rallies, professional entertaining, professional sports or racing.
- Your engagement in or practice for: Scuba diving, whether for pleasure or professional purposes, base jumping, bungee jumping, expeditions, jet skiing, mountaineering requiring the use of guides or ropes, shark diving or underwater activities.
- Your engagement in or practice for: boxing, canyoning, caving, cycle racing, fencing, flying in unlicensed aircraft or as a learner, competitive football, gliding, gymnastics, hang gliding, horse riding in competitions, hot air ballooning, hunting, ice hockey, karate, kayaking, martial arts, microlighting, parachuting, paragliding, parapenting/ parascending/ parasailing, polo, potholing, rugby, sky diving, sky surfing, white water rafting/ canoeing or wrestling.
- Your willfully, self-inflicted injury or illness, sexually transmitted diseases, solvent abuse, alcoholism, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a Medical Practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
- Your own unlawful action or any criminal proceedings against you.
- Bodily Injury, illness, sickness, death, loss, disablement, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV-related illness.
- Consequential loss of any kind.
- A Trip from which you are not booked to return within the Period of Insurance.
- Incidents which may give rise to a claim not notified to us in writing within 31 days of the end of the Trip.
- Any cost or expense covered by another insurance plan

- r) Operational duties as a member of the Armed Forces.
- s) Your suffering from stress, anxiety, depression or any other mental or nervous disorder.
- t) circumstances provoked intentionally by the insured
- u) participation in endurance or speed competitions or events and trials in preparation therefore on any form of land, water or air locomotive means;
- v) Repetitive transportation required because of the Insured's follow up examinations, out-patient care sessions.
- w) The consequences of the use of medicines or drugs not medically prescribed
- x) The consequences of a suicide and attempted suicide
- y) Convalescence costs.
- z) Mental illnesses and their consequences, including depressive syndromes
- aa) Voluntary interruption of pregnancy, amniocentesis;
- bb) surgical treatments and interventions of an aesthetic nature not resulting from an Accident;
- cc) Official bans, injunctions and restrictions imposed by the forces of law and order.
- dd) This plan does not cover any non-emergency medical treatment, medical maintenance, and any additional medical expenses incurred after initial treatment of an emergency condition needing immediate medical attention.
- ee) Sanctions and Limitations exclusion: No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- ff) Your travel to a country, specific area or event when the Ministry of Foreign Affairs or a regulatory authority in a country to/from which you are travelling has advised against all travel.
- gg) Any claim arising from a reason not listed in the 'what is covered' section.
- hh) Any circumstances known to you before you purchased your plan or at the time of booking any trip which could reasonably have been expected to lead to a claim under this plan.

9- GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of your Plan. If you do not comply, we may, at our option, cancel the Plan or refuse to deal with your claim or reduce the amount of any claim payment.

Duty of Disclosure

It is a condition of this Insurance that you have disclosed all material facts to us. Your failure to do so may affect your rights under this Insurance. If you are in any doubt about what was material, then you should declare it to us.

Compliance

You must comply with all the terms, provisions, conditions and endorsements of this Insurance. Failure to do so may result in a claim being declined or reduce the amount of any claim payment.

Claims

You must notify us in respect of the following:

- a) For Chapters A, B, C, D, E, F, G, R: Apply Procedure A on page 4.
- b) For all other Chapters: Apply Procedure B on page 4 as soon You must comply with the following conditions to have the full protection of your Plan. If you do not comply, we may, at our option, cancel the Plan or refuse to deal with your claim or reduce the amount of any claim payment.

Duty of Disclosure

It is a condition of this Insurance that you have disclosed all material facts to us. Your failure to do so may affect your rights under this Insurance. If you are in any doubt about what was material then you should declare it to us.

Compliance

You must comply with all the terms, provisions, conditions and endorsements of this Insurance. Failure to do so may result in a claim being declined or reduce the amount of any claim payment.

Dual Insurance

If at the time of any incident which results in a claim under this Plan, there is another insurance covering the same loss, damage, expense or liability we will not pay more than our proportional share.

Reasonable Precautions

You must take all reasonable steps to prevent and minimise Accident, Injury, loss or damage and at all times act as if uninsured.



Subrogation

We are entitled to take over and conduct in your name the defence and settlement of any legal action. We may also take proceedings at our own expense and for our own benefit, but in your name, to recover any payment we have made under this Plan to anyone else.

You agree to subrogate all rights or remedies to the Assistance Company for obtaining relief or indemnity from other parties, upon its paying a claim under this Plan, and shall at the request and at the expense of the Assistance Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Assistance Company for the purpose of enforcing such rights or remedies, whether such acts and things shall be or become necessary or required before or after the indemnification by the Assistance Company

Arbitration

If any difference arises out of this Plan We shall immediately notify You in writing of your right to refer the difference to arbitration. Such difference shall be referred to the decision of an Arbitrator to be appointed in writing by You and Us who may be in difference or if we cannot agree upon a single Arbitrator, to the decision of two (2) Arbitrators, one (1) to be appointed in writing by each of You and Us within one (1) calendar month after having been required in writing so to do by either of us. The Arbitrators shall agree appointment of an Umpire in writing before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against Us.

The place of arbitration shall be in Kuwait.

If We shall disclaim liability for any claim hereunder and such claim shall not within twenty-four (24) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Fraud

You must not act in a fraudulent manner.

If you or anyone acting for you

- Makes a claim under the Plan knowing the same to be false or fraudulently exaggerated in any respect; or
- Makes a statement in support of a claim knowing the statement to be false in any respect; or

- Submits a document in support of a claim knowing the document to be forged or false in any respect; or
- Makes a claim in respect of any Bodily Injury, Illness, loss or damage caused by your wilful act or with your connivance.

Then

- We shall not pay the claim.
- We shall not pay any other claim which has been or will be made under the Plan.
- We may, at our option, declare the Plan void.
- We shall be entitled to recover from you the amount of any claim already paid under the Plan.
- We shall not make any return of contribution.
- We may inform the Police of the circumstances.

Plan Cancellation

This Plan does not guarantee you to obtain any visa to any country even though it does meet and goes beyond the requirements for that.

If the plan has already incepted, no refund will be made.

We reserve the right to request viewing the original passports and travel documentation to verify any visa purchased or traveling done.

Medical Emergencies

24 hours a day, 7 days a week (+965 22281738)

The benefits can be granted only upon prior approval by the Assistance Company.

Other Claims

Kuwait: (+965 22281738)

During regular working hour 7:30 am to 3:00 pm Kuwait Local Time.

Sanctions

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

The Assistance Company is subject to anti-money laundering and counter-terrorist financing provisions. The Assistance Company will not provide services to individuals or entities subject to assets freeze measures.

The Plan holder and/or the Beneficiary allow the Insurer to apply any appropriate measure to fight against money laundering and terrorist financing, as defined by the Financial Action Task Force (FATF) recommendations.

Maximum limit

It is agreed that if the Plan is taken out in favour of one or several insureds, who are subject to the same insured accident caused by a same event at the same time and if the aggregate benefits exceed USD 20,000,000, the insurer's commitments shall in any event be capped at this amount with respect to the total amount of benefits paid to insureds who are subject to the same accident, the benefits being reduced and paid on a proportional basis with respect to the number of insureds

Data Protection

You acknowledge and agree that We and the Assistance Company:

- are committed to protect your personal data in accordance with applicable laws and regulations;
- are acting as data controller in respect of the personal data that You process under this Plan;
- have implemented and will maintain within our organization policies and technical security measures preventing any breaches (e.g of confidentiality) by our officers, representatives, employees or any other third party acting on our behalf in determining what are appropriate technical security measures, account shall be taken of risks presented by accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed;
- have fulfilled legal requirements relative to the transfer of such personal data abroad; and
- may record telephone calls between You and the Assistance Company for quality control purposes.

You consent to transfer your personal data abroad, in order for the Assistance Company to fulfil its contractual commitments with Us, including but not limited to administration, risk management and performance of the Plan



10- COMPLAINTS PROCESS

We make every effort to provide you with the highest standards of service. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

You can contact the Complaints Team, who will arrange an investigation on your behalf, on:

(+965 22281738)

We advise you to always keep copies of all submitted documents.

These procedures do not affect your right to take legal action