# TRAVEL INSURANCE TERMS AND CONDITIONS FOR CARDHOLDERS IN THE UNITED ARAB EMIRATES

# **SUMMARY OF COVER**

TRAVEL INSURANCE FOR VISA INFINITE CARDS				
Accident & Health Coverage	Principal Sum Insured (USD)			
1. Personal Accident Benefits (Common Carrier)	Adult:			
, , ,	International Trips: USD 1,000,000			
	Domestic Trips: USD 100,000			
	Children:			
	USD 5,000			
Accidental Death	100% of the Principal Sum Insured			
Permanent Partial Disability due to Accident	% of the Principal Sum Insured as per scale			
Permanent Total Disability due to Accident	100% of the Principal Sum Insured			
2. Medical and Related Benefits				
Emergency Medical Expenses (Accident & Sickness)	USD 1,000,000			
Deductible	USD 100 for Domestic Trips, Nil for International Trips			
Dental Expenses	USD 10,000			
Medical Evacuation and Repatriation Expenses	USD 2,000,000			
Hospital Cash	USD 100 per day up to USD 3,000			
Medical Assistance	Covered			
3. Travel Inconvenience Benefits				
Baggage / Personal Effects	USD 2,500			
Single Article Limit	USD 375			
Valuables Limit in Total	USD 375			
Deductible	USD 50			
Baggage Delay	USD 42 per hour up to USD 500			
In Excess	4 Hours			
Trip Delay	USD 75 per hour up to USD 1,000			
In Excess	4 Hours			
Hijacking	USD 125 per day up to USD 2,500			
Emergency Family Repatriation	USD 500,000			
Emergency Child Repatriation	USD 500,000			
Personal Liability	USD 500,000			
Legal Expenses	USD 7,500			
Bail Bond	USD 7,500			
Trip Cancellation/Curtailment	USD 7,500			
Terrorism	Covered			
Travel Advice	Covered			
Assistance Department (24 Hours / Worldwide Services)	Covered			

Please also See Assistance Department section for information on additional features and benefits.

Each insurance benefit limit described in this Guide is in United States Dollars (USD). Payment of claims will be made in local currency where required by law, with the official Foreign Exchange Rates published on the date Claim payment is made.

# ACCIDENT AND HEALTH – Assistance Department, Travel Insurance & Emergency Medical Insurance

# For Customer Service in case of an emergency, call:

**24 Hours Assistance Department** 

+1 817 826 7276

For information on how to file a claim, see "General Procedure - How to File a Claim Section"

## **Assistance Department**

Rely on the Assistance Department when you're away from home. The Assistance Department is your guide to many important services you may need when travelling. Benefits are designed to assist You when travelling Out of Country. This is reassuring, especially when You visit a place for the first time or do not speak the language.

Please keep in mind that the Assistance Department is not insurance coverage and that You will be responsible for the fees incurred for professional or emergency services requested of the Assistance Department (for example, medical or legal bills). This benefit may reimburse you for medical related expenses (Please refer to the Medical & Related Benefits section for additional information).

## **GENERAL PROCEDURE – HOW TO FILE A CLAIM**

# Notice of Service request / Claim (non medical emergency claims on re-imbursement basis)

Written notice of service request / claim must be given no later than ninety (90) days from the date of the incident. Failure to give notice to the claims department listed below, within ninety (90) days from the date of the incident may result in a denial of the claim. Notice should be sent to:

## American Home Assurance Company (Dubai Br.)

Claims Department
The H Hotel – Complex, Trade Centre First, 27th Floor,
P.O. Box 40569, Dubai, UAE
Tel: +971 – 4 – 5096111

Fax: +971 – 4 – 6014018

Office Timings: 8:00am to 5:00pm, from Sunday to Thursday
Languages Supported: English / Arabic
visa.services@AIG.com

#### **Definitions:**

<u>Claim Notification Period:</u> Up to ninety (90) days from the date of loss. Submission Period: No later than ninety (90) days from the date of Claim Notification.

## **Procedures to Follow:**

- 1) You (cardholder) or the beneficiary or someone legally acting on behalf of either, must notify us as required in the Claim Notification Period, or your claim may be denied Upon receipt of a notice of claim, the Insurer will furnish to a claimant the necessary claim form(s) along with instructions;
- 2) Complete the claim form(s) in its entirety;
- 3) Submit all the required information (proof of loss / incurred expenses, etc.), as requested by the Insurer no later than the Submission Period.

Please note that there may be additional information requested at times in order to process your claim. It is your responsibility to provide this information or the claim may not be processed.

For assistance with filing a claim, please contact the numbers listed above.

## **Payments:**

Respective Insurer shall make the payments to Eligible Cardholders. Payment of any indemnity shall be subject to the laws and governmental regulations that are in effect in the country of payment.

Where allowable by law, Benefit for Loss of Life is payable to the beneficiary designated by the Insured Person. If there has been no such designation, then payment of claim will be to the Insured Person's first surviving beneficiary as follows:

- a) Spouse;
- b) Children, in equal shares;
- c) Parents, in equal shares;
- d) Brothers and sisters, in equal shares; or
- e) Executor or administrator

All other benefits will be paid to the Insured Person or other appropriate party where necessary. Payment of any indemnity shall be subject to the laws and governmental regulations then in effect in the country of payment.

Each insurance benefit limit described in this Guide is in United States Dollars (USD). Payment of claims will be made in local currency where required by law, with the official Foreign Exchange Rates published on the date Claim payment is made.

#### **Sanctions:**

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defense to the Insured or make any payment of defense costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

#### **Governing Law:**

This Policy, its eligibility and terms and conditions are to be interpreted according to the laws of the United Arab Emirates. Any dispute will be subject to the jurisdiction of the competent courts of the United Arab Emirates.

#### **Data Disclosure:**

By entering into this Contract of Insurance, you consent to the Insurer processing data relating to you for providing insurance products and services, legal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to you.

Further, you consent to the Insurer making such information available to third parties including but not limited to any Group Company, those who provide products or services to the Insurer or any Group Company, and regulatory authorities, within and outside the Insured's country of domicile.

#### **Privacy Policy:**

To review our privacy Policy go to <a href="http://www.aig.com">http://www.aig.com</a>

## **GENERAL KEY TERMS AND DEFINITIONS**

**Accident**: means a sudden, unforeseen, uncontrollable and unexpected physical event to the Insured Person caused by external, violent and visible means occurring during a Covered Trip.

**Child or Children:** means the Eligible Cardholders' son or daughter, biological offspring, stepchildren and directly and biologically related children born outside of marriage aged above 6 months and under eighteen (18) years of age (or under twenty three (23) years of age if a full time student), unmarried and primarily dependent on the Insured Person for support.

City of Residence: the city in which the Insured Person currently resides.

**Common Carrier:** any land, water or air conveyance operated under a valid license for the transportation of passengers for hire for which the Eligible Cardholder has purchased a ticket with the Eligible Card or for which has been purchased with points earned by a Rewards Program associated with the Eligible Card.

**Country of Residence:** the country in which the Insured Person legally resides.

**Covered Trip**: an Insured Person's land, sea or air travel arrangements for a scheduled tour, trip or cruise pre-paid with the Eligible Card provided that at least 50% of the cost of transport and/or accommodation for the trip has been charged to the Eligible Card. Any trip solely within the country of residence is covered only if You have pre-booked at least two nights' accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation for a fee. Covered Trip will be from the departure date to the return date as shown on the ticket purchased with the Eligible Card subject to a maximum of 90 days. This will include planned and pre-paid domestic trips from the Insured Person's City of Residence.

**Eligible Card:** VISA Infinite credit or debit Cardholders' cards issued from time to time in the individual countries within the Territory.

**Eligible Cardholders or Cardholders:** Cardholders aged between 18 years and 80 years with Eligible Cards that are valid, open and in good standing (not cancelled, suspended or delinquent) at the time of purchase of Covered Trip who shall be entitled to receive payment or such other benefit as is provided for in this Policy.

**Excess / Deductible/ Elimination Period:** the amount of expenses or the number of days of each and every Loss payable by the Insured Person before the Policy benefits become payable.

**Family:** means the Spouse and up to 5 Children.

## **Hospital:** a place that:

- (a) holds a valid license (if required by law);
- (b) operates primarily for the care and treatment of sick or injured persons;
- (c) has a staff of one or more physicians available at all times;
- (d) provides 24-hour nursing service and has at least one registered professional nurse on duty at all times;
- (e) has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment center.

**Injury**: a bodily injury caused solely and directly by violent, accidental, external and visible means resulting directly and independently of all other causes occurring during a Covered Trip while this Policy is in effect.

**Insured Events**: an occurrence which is outlined in the Coverage benefits as a circumstance for which coverage is provided that takes place during a Covered Trip.

Insured Person(s)/ You: Eligible Cardholders "and their Family" including secondary or additional cardholders aged between 18 years and 80 years on the same account, in individual country within the Territory and where such Eligible Card is issued by a participating Issuer. Eligible Cardholders should be residents of the United Arab Emirates. "Family" can be resident of other countries but not of Afghanistan, Iraq, Cuba, Democratic Republic of Congo, Iran, Liberia, Sudan, and Syria. Sanctions clause applies.

**Insurers/ We/ Us:** American Home Assurance Company (Dubai Br.), registered under UAE Federal Law No. 6 of 2007 Insurance Authority Registration No. 79, Commercial License No. 613392 dated 6th July 2008

**Issuer:** a bank or financial institution or like entity that is authorized by VISA to operate a VISA credit or debit card program in the Territory and is participating in the Travel Insurance offering to Eligible Cardholders.

**Medically Necessary:** medical services or supplies which: (a) are essential for diagnosis, treatment, or care of the covered loss under the applicable benefit for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; and (c) is ordered by a Physician and performed under his or her care, supervision, or order.

**Per Cover Limit:** the maximum amount payable under any single Cover per Cardholder during a Covered Trip.

**Physician**: a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform surgery in accordance with the laws of the country where such professional services are performed; however, such definition will exclude chiropractors, physiotherapists, homeopaths, and naturopaths. In addition, a member of the Insured Person's immediate family cannot be considered Physician.

**Policy:** this Travel Insurance, which is issued to VISA to cover Eligible Cardholders who hold Eligible Cards issued in the individual countries within the Territory.

Policyholder: Visa International Service Association ("Visa")

**Pre-existing Condition:** a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a two year period preceding the Policy Effective Date, or a condition for which hospitalization or surgery was required within a five year period preceding the Policy Effective Date.

**Personal Effects**: spectacles, dentures, purses, wallets, cosmetics, mobile phone and other personal effects normally worn or carried on the person.

**Principal Sum:** the amount paid by the Insurer for the Personal Accident Benefits. Such Principal Sum varies depending on whether the Insured Person is travelling internationally or domestically during a Covered Trip.

## Reasonable and Customary Charges: a charge which:

- (a) is charged for treatment, supplies or medical services medically necessary to treat Your condition;
- (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (c) does not include charges that would not have been made if no insurance existed.

**Rewards Program**: a program offered by the Issuer allowing the Cardholder to earn value (points, cash, etc.) and redeem rewards (merchandise, travel, etc.) on the Eligible Card.

**Serious Injury or Sickness:** Injury or Sickness certified as being dangerous to life by a legally qualified medical practitioner.

**Sickness**: an illness or disease which first manifests itself and is contracted while this Policy is in effect requiring treatment by a Physician.

**Spouse:** Eligible Cardholders' legally married husband or wife between the ages of eighteen (18) years and eighty (80) years.

**Summary of Cover:** Travel Insurance benefits and Per Cover Limits as shown on the first and second pages.

**Territory**: United Arab Emirates.

**Terrorism:** the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized as an act of terrorism by the government where the event occurs.

**Travel Insurance:** Policy offering Travel benefits, as stated under Summary of Cover, which are offered to the Cardholders by Insurers.

**War:** any declared or undeclared war or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

## **COVERAGE**

The Insurers will indemnify Cardholders for the following Insured Events resulting from Covered Trips, subject to the Per Cover Limits declared in the Summary of Cover.

## A. PERSONAL ACCIDENT BENEFITS

## ACCIDENTAL DEATH AND DISMEMBERMENT WHILE ON A COMMON CARRIER

(Including Loss of Sight or Hearing)

If Injury to You occurs while on a common carrier and results in one of the losses shown in the Table of Losses below, We will pay the indicated percentage of the Principal Sum. Injury must occur while You are riding as a passenger in or on, boarding or alighting from, a Common Carrier. The loss must occur within 365 days of the date of the accident which caused Injury.

If more than one loss results from any one accident, only one amount, the largest, will be paid.

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Loss of:	% of Principal Sum
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot	50%
Sight of One Eye	
Speech	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%

If the Injury occurred while traveling internationally on a common carrier, the Principal sum is up to a maximum of \$1,000,000.

If the Injury occurred while traveling domestically outside Your City of Residence on a common carrier, the Principal Sum is up to a maximum of \$100,000.

"Loss" with regard to:

- (a) Hand or foot means actual severance through or above the wrist or ankle ioints:
- (b) Eye means entire and irrecoverable loss of sight;
- (c) Thumb and index finger means actual severance through or above the joint that meets the hand at the palm; and
- (d) Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

#### **Exposure:**

For the purposes of the Accidental Death and Dismemberment benefits above, a loss resulting for a Cardholder from being unavoidably exposed to elements due to an accident occurring while riding as a passenger in or on, boarding or alighting from, a Common Carrier, will be considered as an Injury and indemnity shall be payable as if resulting from an Injury. Loss must occur within 365 days of the date of the accident.

## **Specific Exclusions:**

In addition to the Uniform Exclusions listed in this Policy, this coverage section shall not cover Loss caused directly or indirectly, wholly or partly by medical or surgical treatment except as may be necessary solely as a result of injury.

## **B. MEDICAL & RELATED BENEFITS**

## **MEDICAL EXPENSES BODILY INJURY & ILLNESS**

We will pay usual reasonable and customary charges for Covered Medical Expenses, sustained by You up to the Per Cover Limit stated in the Summary of Cover provided such Covered Medical Expenses did not relate to or occurred due to Pre existing Condition. All expenses must be incurred within 52 weeks of the date of the covered injury or illness.

## **Limitations:**

Benefits will not be provided for any loss or expense incurred after or upon return to Your City of Residence.

## **Specific Definitions:**

**Covered Medical Expenses** - means expenses incurred overseas by You for services and supplies which are recommended by an attending Physician. They include:

- (a) charges for services of a Physician including diagnosis, treatment and surgery by a Physician;
- (b) charges made by a hospital for room and board, floor nursing and other services, including charges for professional services, except personal services of a non-medical nature, provided, however, that expenses do not exceed the hospital's average charge for a semi-private room and board accommodation;
- (c) charges for anesthetics (including administration), x-ray examinations or treatments, and laboratory tests, medical, the use of radium and radioactive isotypes, oxygen, blood transfusions, iron lungs and medical treatment;
- (d) charges for ambulance service; and
- (e) charges for dressings, drugs, medicines, and therapeutic services and supplies that can only be obtained upon a written prescription of a Physician or surgeon;.
- (f) charges for dental treatment resulting from injuries sustained by a sound natural teeth subject to a maximum of **\$100** per tooth

The charges enumerated above shall in no event include any amount which is in excess of Regular and Customary charges.

Regular and Customary means the charge for the services and supplies for which the charge is made if it is not in excess of the average charge for such services and supplies in the locality where received, considering the nature and severity of the Sickness or Injury in connection with which such services and supplies are received.

If the charge incurred is in excess of such average charge, such excess amount shall not be recognized as covered expenses. All charges shall be deemed to be incurred on the date such services or supplies which give rise to the expense or charge are rendered or obtained.

## **Specific Exclusions:**

- Services, supplies, or treatment, including any period of hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician;
- 2. Routine physicals or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician;
- 3. Elective, cosmetic, or plastic surgery, except as a result of an accident;
- 4. Dental care, except as a result of injury to sound natural teeth caused by accident while this Policy is in effect;
- 5. Congenital anomalies and conditions arising out of or resulting there from;
- 6. Expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails;
- 7. The diagnosis and treatment of acne;
- 8. Deviated septum, including sub mucous resection and/or other surgical correction thereof:
- 9. Organ transplants that competent medical professionals consider experimental;
- 10. Well child care including exams and immunizations;
- 11. Expenses which are not exclusively medical in nature.
- 12. Private hospital or medical care within the Country of Residence where public funded services or care is available.
- 13. Any expenses incurred in City of Residence.
- 14. Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing;
- 15. Treatment provided in a government hospital or services for which no charge is normally made;
- 16. Mental, nervous, or emotional disorders or rest cures; and/or
- 17. Pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices.

## **DAILY HOSPITAL CONFINEMENT CASH BENEFIT**

We will pay a daily benefit for each day You are an Inpatient in a Hospital due to Injury or Sickness subject to any applicable Deductible or Elimination Period that occurs outside Your City of Residence and commences while this Policy is in effect. The confinement must be recommended by a Physician. The total benefits provided for any One Period of Confinement are subject to the In-Hospital Per Cover Limit stated in the Summary of Cover.

## **Specific Definitions:**

**Inpatient** - means an Insured who is confined to a Hospital for whom a room and board charge is made.

**One Period of Confinement** - means a Hospital confinement due to the same Injury or Sickness unless separated by at least 90 days.

## **Specific Exclusions:**

- 1 Pre-existing Condition;
- 2. Hospitalization in Your City of Residence;
- 3. Pregnancy and resulting childbirth, miscarriage or disease of the female organs of Reproduction;
- 4. Routine physical exams;
- 5. Cosmetic or plastic surgery, except as a result of Injury; and/or
- 6. Any mental or nervous disorder or rest cures.

## **MEDICAL EVACUATION**

We will pay the usual Reasonable and Customary Charges up to the Per Cover Limit stated in the Summary of Cover for covered expenses if incurred outside of Your City of Residence if Injury or Sickness results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by the Assistance Department or a Physician who certifies that the severity or the nature of Your Injury or Sickness warrants Your Evacuation.

Covered expenses are those for Transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with Your Emergency Evacuation. All Transportation arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for Transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting You; and (c) arranged and authorized in advance by the Assistance Department.

## **Specific Definitions:**

**Emergency Evacuation** - means: (a) Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; (b) after being treated at a local Hospital, Your medical condition warrants transportation to Your current place of residence to obtain further medical treatment or to recover; or (c) both (a) and (b) above.

**Transportation** - means any land, water or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

## **RETURN OF MORTAL REMAINS / BURIAL EXPENSES**

We will pay benefits up to the Per Cover Limit stated in the Summary of Cover for covered expenses reasonably incurred to return Your body to Your City of Residence if You die outside of Your City of Residence. Benefits will not exceed the maximum shown in the Summary of Cover.

Covered expenses include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffins; and (d) transportation.

## C. TRAVEL INCONVENIENCE BENEFITS

## TRIP CANCELLATION

We will pay for loss of travel deposits and/or accommodation deposits up to the Per Cover Limit stated in the Summary of Cover if prior to the Contracted Date of Departure Your trip is canceled and You are prevented from taking the Trip due to a Sickness, Injury or Death to You; Your Traveling Companion; Your Immediate Family Member; or Your Traveling Companion's Immediate Family Member.

## **Cancellation:**

We will reimburse You for the unused, non-refundable cancellation portion of the Hotel cost and/or the Common Carrier ticket cancellation charges provided that You booked and paid for these costs before such Sickness, Injury or Death occurred. Benefits are subject to Per Cover Limit stated in the Summary of Cover. In case of a Death, We will indemnify Your beneficiary.

#### **Special Notification of Claim:**

You / Your beneficiary must notify us as soon as reasonably possible in the event of a Trip Cancellation. We will not be liable for any additional penalty charges incurred that would not have been imposed had You notified us as soon as reasonably possible.

## **Specific Definitions:**

**Immediate Family Member** - means a person's legal spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward,; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in The Country of Residence.

## **Prevented from taking the Trip** - means:

- (i) With regard to Sickness, Injury or Death of You or Your Traveling Companion, a Physician has recommended that due to the severity of You or Your Traveling Companion's condition it is Medically Necessary that You or Your traveling Companion cancels the Trip. You or Your Traveling Companion must be under the direct care and attendance of a physician.
- (ii) With regard to Sickness, Injury or Death of the Immediate Family Member of You or Your Traveling Companion, the severity or acuteness of their condition or the circumstances surrounding that condition is/are such that a ordinarily prudent person must cancel the Trip.

**Traveling Companion** - means up to two (2) person(s) who is/are booked to accompany You on the Trip.

#### **Specific Exclusions:**

- 1. Claims arising from depression or anxiety, mental or nervous disorder, alcohol or drug abuse addiction or overdose;
- 2. Claim arising from elective cosmetic or plastic surgery, except as a result of an accident;
- 3. Claims arising from pregnancy and all related conditions.
- 4. Pre-existing Condition

## **TRIP CURTAILMENT**

We will pay for loss of deposits up to the Per Cover Limit stated in the Summary of Cover if prior to the Contracted Date of Return Your Trip is canceled and You are unable to continue to the Trip due to a Sickness, Injury or Death to: You; Your traveling companion; Your immediate family member; or Your traveling companion's immediate family member.

## **Interruption:**

We will reimburse You for the unused, non-refundable, cost of travel arrangements prepaid to the Hotel and/or the Common Carrier ticket, less the value of applied credit from unused return travel ticket, to return home or rejoin the Land/Sea Arrangements. This benefit is limited to the cost of one-way economy airfare by scheduled carrier and is subject to the Per Cover Limit stated in the Summary of Cover

## **Accompaniment of Minors / Child Repatriation:**

In the event, You are traveling alone with a minor up to 15 years old and You are unable to continue the Trip due to a Sickness, Injury or Death resulting in the minor being left unattended, We will pay the cost of a round trip economy airfare ticket in a scheduled carrier from Your Country of Residence for an adult designated by You / Your family to accompany the minor back to Your Country of Residence.

## These expenses must be authorized in advance by the Assistance Department.

## **Special Notification of Claim:**

You must notify us as soon as reasonably possible in the event of a Trip Interruption claim. We will not be liable for any additional penalty charges incurred that would not have been imposed had You notified us as soon as reasonably possible.

#### **Specific Definitions:**

**Immediate Family Member** - means a person's legal spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward,; step or adopted children; step-parents; aunts, uncles; nieces, and nephews.,

**Traveling Companion** - means up to two (2) person(s) who is/are booked to accompany You on the Trip.

## Unable to continue the Trip - means:

- (i) With regard to Sickness, Injury or Death of You or Your Traveling Companion, a Physician has recommended that due to the severity of You or Your Traveling Companion's condition it is Medically Necessary that You or Your traveling Companion interrupt the Trip. You or Your Traveling Companion must be under the direct care and attendance of a physician.
- (ii) With regard to Sickness, Injury or Death of the Immediate Family Member of You or Your Traveling Companion, the severity or acuteness of their condition or the circumstances surrounding that condition is/are such that a ordinarily prudent person must interrupt the Trip.

#### **Specific Exclusions:**

- 1. Claims arising from depression or anxiety, mental or nervous disorder, alcohol or drug abuse addiction or overdose;
- 2. Claims arising from elective cosmetic or plastic surgery, except as a result of an accident;
- 3. Claims arising from pregnancy and all related conditions; and / or
- 4. a Pre-existing Condition.

#### **BAGGAGE / PERSONAL EFFECTS**

We will reimburse the Insured Person, subject to any Excess, up to the Sum Insured stated in the Summary of Cover for the replacement cost of the baggage and its contents due to theft, Loss or damage:

- 1. By a Common Carrier while You were a ticketed passenger on the Common Carrier during the trip.
- 2. During Your Covered Trip and subject to the baggage and its contents being owned by and accompanying You during the Covered Trip.

#### **Specific Conditions:**

- a. The Sum Insured payable in respect of any one single article shall not exceed the Sum Insured shown on the Summary of Cover;
- b. We may make payment or, at Our own discretion, We may elect, reinstate, or repair articles not older than one year;
- We may at our own discretion elect to reinstate or repair more than one year old articles or make payment subject to due allowance of wear and tear and depreciation;
- d. Loss or damage must occur:

- i. while the baggage or Personal Effect is/are in a hotel or a Common Carrier and proof of such Loss must be obtained in writing from the hotel management or the Common Carrier management and such proof must be provided to the Insurer; or
- ii. as a result of theft of the baggage or Personal Effects provided that such Loss is reported to the police having jurisdiction at the place of the Loss no more than twenty-four (24) hours from the time of the incident. Any claim must be accompanied by written report/documentation from such police;
- e. The Insured Person must take every possible step to ensure that the baggage or Personal Effects are not left unattended.
- f. Benefits for baggage and Personal Effects will be in excess of all other valid and collectible insurance. If, at the time of any Loss, there is another valid and collectible insurance in place, We will only be liable for the amount which has not been covered by such insurance. We will pay for the difference between the Sum Insured by the other insurance and Loss amount subject to any applicable Excess.
- g. Benefits for baggage and Personal Effects will be in Excess of any Sum Insured paid or payable by a Common Carrier or other third party responsible for the Loss.
- h. Any Loss, theft or damage must be documented by a police or other local authority report or documentation and shall be obtained by the Insured Person.
- i. In case of Loss to a pair or set, the Insurer may elect to:
  - i. Repair or replace any part, to restore the pair or set to its value before the Loss; or
  - ii. Reimburse the difference between the cash value of the property before and after the Loss.

## **Specific Exclusions:**

We will not be liable to reimburse any Sum Insured for:

- 1. The following classes of property: animals, birds, fish, motor vehicles (including accessories), snow skis, household furniture, antiques, contact or corneal lenses, artificial teeth or limbs, hearing aids, music instruments, perishables, consumables, money, securities, tickets or documents;
- Automobiles or automobile equipment, boats, motors, trailers, motorcycles, or other conveyances or their appurtenances (except bicycles while checked as baggage with a Common Carrier);
- 3. Loss or damage caused by wear and tear, gradual deterioration, moths, vermin;
- 4. Damage sustained due to any process to repair, clean or alter any property;

- 5. Loss of or damage to hired or leased equipment;
- 6. Loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government of public authority or risk of contraband or illegal transportation or trade, radioactive contamination;
- 7. Loss or damage to laptop computers recoverable under another insurance or from another source;
- 8. Loss of Insured Person baggage left unattained in any vehicle or public place or as a result of the Insured Person failure to take due care and precautions for the safeguard and security of such property;
- 9. Loss of the Insured Person's baggage, souvenirs or articles sent in advance or mailed or shipped separately;
- 10. Loss of business goods or samples;
- 11. Loss of data recorded on tapes, cards, discs or otherwise;
- 12. Inherent vice or damage;
- 13. Transporting contraband or illegal trade;
- 14. Mysterious disappearance;
- 15. Pilferage or missing contents from baggage
- 16. Insects or vermin;

## **TRIP DELAY**

We will reimburse You for the Reasonable Additional Expenses, subject to the Per Cover Limit shown in the Summary of Cover, if Your Trip is delayed for more than 4 hours due to a covered hazard. You will become eligible for reimbursement of Reasonable Additional Expenses for each hour after the 4<sup>th</sup> hour.

#### **Specific Definitions:**

### **Covered Hazards:**

- A. delay of a Common Carrier caused by Inclement Weather or
- B. delay due to a Strike or other job action by employees of a Common Carrier scheduled to be used by You during Your Trip; or
- C. delay caused by Equipment Failure of a Common Carrier.
- D. delay due to loss or theft of travel tickets, passports, and visas.

**Equipment Failure** - any sudden, unforeseen breakdown in the Common Carrier's equipment that caused a delay or interruption of normal trips.

**Inclement Weather** - any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.

**Strike** - any labor disagreement which interferes with the normal departure and arrival of a Common Carrier.

**Reasonable Additional Expense** - any expenses for meals, travel, and lodging which were necessarily incurred as the result of a covered hazard and which were not provided by the Common Carrier or any other party free of charge.

## **Specific Exclusions:**

- 1. Any delay due to a Covered Hazard which was made public or known to You prior to the purchase of the ticket.
- 2. Common Carrier caused delays where the cost of expenses is recoverable from the carrier.
- 3. Loss not reported to the police within 24 (twenty four) hours after the discovery of such Loss.

#### **BAGGAGE DELAY**

We will reimburse You for the expense of the emergency replacement of clothing, medication, and toiletries, up to the maximum stated in the Summary of Cover, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than 4 hours from the time You arrive at the destination stated on Your ticket. You will become eligible for reimbursement for each hour after the 4<sup>th</sup> hour. For the avoidance of doubt, We will not reimburse for any delays occurred when You arrive at Your City of Residence.

You must be a ticketed passenger on a Common Carrier. Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection.

#### **Definitions:**

**Checked Baggage** - means a piece of baggage which was checked in and in the custody of a Common Carrier and for which a claim check has been issued to You by a Common Carrier.

#### **Limitation:**

If upon further investigation it is later determined that Your baggage checked with the Common Carrier has been lost, any amount claimed and paid to You under the baggage delay Policy section will be deducted from any payment due You under the baggage lost Policy section.

#### **Specific Exclusions:**

- 1. No reimbursement will be made, if purchases were made after the baggage was returned.
- 2. No reimbursement will be made for any expense incurred due to delay, confiscation, or detention by customs or other authority.

## **HIJACKING**

We will pay You a distress allowance up to the amount stated in the Summary of Cover for every 24 hour period during Your travel with a common carrier which has been hijacked, where as a direct consequence, Your Covered Trip has been disrupted up to a maximum amount stated in the Summary of Cover.

**Hijacking** - means the unlawful seizure or wrongful exercise of control of an aircraft or other Common Carrier, or the crew thereof, in which the Insured Person is traveling as a passenger.

## **PERSONAL LIABILITY**

We will reimburse all damages, compensation and legal expenses for which You become legally liable up to the amount stated in the Summary of Cover under the plan opted for as a result of Your actions causing:

- 1 Injury, including resultant death, of another person;
- 2 Loss of or damage to property.

## **Specific Conditions:**

- 1 You shall not admit Your fault or liability to any other person without the Insurer's prior written consent.
- 2 No offer, promise, payment or indemnity may be made by the Insured Person without the Insurer's prior written consent.
- 3 You must give the Insurer written notice with full particulars of an event that may give rise to a claim within 30 days of the conclusion of a Covered Trip.
- 4 Every letter, writ, summons and process must be forwarded to the Insurer as soon as possible.
- 5 The Insurer is entitled to take over the defense and settlement of claim in the name of You for the Insurer's benefit. The Insurer shall have full discretion in the conduct of any proceedings and settlement of the claim.
- 6 The Insurer may at any time pay You the amount for which a claim can be settled less any damages already paid. The Insurer will then be under no further liability other than for costs and expenses incurred prior to making such payment.
- 7 No indemnity will be provided for legal liability arising from Injury or loss as a result of any willful or malicious act of Yours.

#### **Specific Exclusions:**

The Insurer will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

- 1 injury to You or to any member of Your family ordinarily residing with You; or
- 2 injury to You or Your employees arising out of or in the course of employment; or
- 3 loss of or damage to property owned by or in control of You or any member of Your family ordinarily residing with You; or
- 4 the ownership, possession or use by or on behalf of You of any caravan, mechanically propelled vehicle (other than golf carts and motorized wheelchairs), aircraft or other aerial device, hovercraft (other than hand-propelled or sailing craft in territorial waters) or animals; or
- 5 loss of or damage to property or Injury arising out of Your profession, business or trade, or out of professional advice given by You; or
- 6 any contract unless such liability would have arisen in the absence of that contract; or

- 7 judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within the country where the Policy has been issued or the country in which the event occurred giving rise to Your liability; or
- 8 any claim for fines, penalties, punitive, exemplary, aggravated or vindictive damages.

## **EMERGENCY FAMILY REPATRIATION**

If You are hospitalized for more than 5 days following a covered hospitalization during the Covered Trip, We will reimburse up to the amount stated in the Summary of Cover for:

- 1. The cost of round-trip economy airfare to bring a person chosen by You to be at Your bedside if You are alone during Yours trip.
- 2. The reimbursement of the Hotel room charge due to convalescence after Your Hospital discharge, which has been approved by the Assistance Service up to a daily amount and total maximum amount stated in the Summary of Cover.

These expenses must be authorized in advance by the Assistance Service. Benefits will not be provided for any expenses provided by another party at no cost to You or if expenses are already included in the cost of the trip.

#### **LEGAL FEES**

We will reimburse Legal fees that You incur, as a result of false arrest or wrongful detention by any Government or Foreign Power up to the amount stated in the Summary of Cover.

#### **BAIL BOND**

We will reimburse Bail Bond costs that You incur, as a result of false arrest or wrongful detention by any Government or Foreign Power up to the amount stated in the Summary of Cover.

## **TERRORISM**

The Insurer will pay up to the limit shown on the Summary of Cover under Personal Accident Benefits and Medical and Related Benefits, for covered accidents, which are caused by an act or acts of Terrorism, to the extent that this hazard is not covered by the policy.

#### **Exclusions:**

We will not be liable to reimburse any Sum Insured for loss caused by or resulting from nuclear radiation or the release of nuclear energy.

## D. ASSISTANCE DEPARTMENT

The Assistance Department will provide the following services as described below.

**24 Hour Medical Emergency & Assistance Telephone Line** - As soon as the Assistance Department is notified of a medical emergency resulting from Your accident or sickness, the Assistance Department will contact the medical facility on the location where You are located and confer with the Physician at that location to determine the best course of action to be taken. If possible and if appropriate, Your family Physician will be contacted to help arrive at a decision as to the best course of action to be taken. The Assistance Department will then organize a response to the medical emergency, doing whatever is appropriate, including, but not limited to, recommending or securing the availability of services of a local physician and arranging hospital confinement of You where, in its discretion, the Assistance Department deems such confinement appropriate.

- Medical Evacuation When, in the opinion of the Assistance Department medical panel, it is judged medically appropriate to move You to another location for treatment or return You to Your residence or country of citizenship, the Assistance Department will arrange the evacuation, utilizing the means best suited to do so, based on the medical evaluation of the seriousness of Your condition, and these means may include air ambulance, surface ambulance, regular airplane, railroad or other appropriate means. All decisions as to the means of transportation and final destination will be made by the Assistance Department.
- **Repatriation** The Assistance Department agrees to make the necessary arrangements for the return of Your remains to Your country of citizenship in the event You die while this Policy is in effect.

**Legal Assistance abroad-** If You are arrested or are in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to You, the Assistance Department will, if required, provide You with the name of an attorney who can represent You in any necessary legal matters.

**Replacement of Lost Travel Documents** - If You, outside Your country of citizenship, notify the Assistance Department that Your luggage or passport has been lost, the Assistance Department will endeavor to assist You by contacting the appropriate authorities involved and providing direction for replacement.

**Consular and other assistance** - The Assistance Department will serve as a central point for translation and communication for You during emergencies. The Assistance Department agrees to provide to You advice on contacting and using services available from consulates, government agencies, translators and other service providers that can help with travel problems. In addition, the Assistance Department will provide

insurance coordination, verifying coverage of You, guaranteeing payment to the medical provider, based on confirmation of benefits, a charge to credit card(s) and coordinating the payments, documentation and translation to ease claim filing when You return to Your permanent place of residence.

**Emergency Accommodation & Travel arrangements** - The Assistance Department agrees to provide You with 24 hour travel agency service for airline and hotel reservations. The Assistance Department will also arrange payment for Your airline tickets and other travel services, using Your credit cards. Prepaid ticket pickup at airline counters or ticket delivery by mail or courier will also be arranged by the Assistance Department for You.

Pre-Departure Services - Prior to Your departure, the Assistance Department will provide hazard information about foreign locations, information about immunization requirements and passport or visa requirements, general information about weather and State Department and private service warnings about travel to certain locations. The Assistance Department will also arrange for special medical care en-route (i.e. dialysis, wheelchairs, etc

**Cash Advances** - The Assistance Department will arrange for cash payments to You through a variety of sources, including credit cards, hotels, banks, consulates and Western Union. The Assistance Department provides this service to supplement the facilities of Your credit cards. Credit card transactions performed by the Assistance Department are subject to confirmed credit.

#### Disclaimer of Liability

In all cases the medical profession or any attorney suggested by the Assistance Department shall act in a medical or legal capacity on behalf of You only. The Assistance Department assumes no responsibility for any medical advice or legal advice given by the suggested medical profession and / or legal counsel. You shall not have any recourse to the Assistance Department by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting therefrom. You are responsible for the cost of services arranged by the Assistance Department on behalf of You or a covered family member. The Assistance Department will access this Policy and/or other insurance Policy benefits to which You may be entitled, and/or Your credit cards or other forms of financial guarantees provided by You, in order to facilitate payment for such services.

## **UNIFORM EXCLUSIONS**

This Policy does not provide coverage for any of the following:

- 1) Intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
- 2) War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
- 3) any period an Insured Person is serving in the Armed Forces of any country or international authority, whether in peace or war, and in such an event the Company, upon written notification by the Policyholder, shall return the pro rata premium for any such period of service;
- 4) loss sustained or contracted in consequence of an Insured Person being intoxicated or under the influence of any narcotic or drug unless administered on the advice of a physician;
- 5) any loss of which a contributing cause was the Insured Person's attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest by the Insured Person,
- 6) any loss sustained while flying in any aircraft or device for aerial navigation as pilot or crew;
- 7) congenital anomalies and conditions arising out of or resulting there from, hernia or dental treatment except to sound natural teeth as occasioned by injury
- 8) bacterial infections except pyogenic infections which are caused by an accidental wound;
- 9) flying in any aircraft owned, leased or operated by or on behalf of an Insured Person or any member of an Insured Person's household,
- 10) driving or riding as a passenger in or on (a) any vehicle engaged in any race, speed test or endurance test or (b) any vehicle being used for acrobatic or stunt driving;
- 11) any claim caused by opportunistic infection or malignant neoplasm, or any other sickness condition, if, at the time of the claim, the Insured Person had been diagnosed as having AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or having an antibody positive blood test to HIV (Human Immune Virus);
- 12) the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
- 13) the dispersal or Application of pathogenic or poisonous biological or chemical materials;
- 14) the release of pathogenic or poisonous biological or chemical materials;
- 15) any loss sustained while the Insured person is participating in any professional sports, winter sports, or in sky diving, parachuting, hand gliding, bungee jumping, scuba diving, mountain climbing, pot-holding;

- 16) any Pre-existing Condition or congenital anomalies or any complication arising therefrom;
- 17) any sickness, disease, illness and any complications arising therefrom, unless specifically covered in the Policy;
- 18) traveling against the advice of a physician;
- 19) any terrorist or member of a terrorist organization, illegal drug traffickers, or purveyor of nuclear, chemical or biological weapons;
- 20) travel in, to, through Afghanistan, Iraq, Cuba, Democratic Republic of Congo, Iran, Liberia, Sudan, or Syria.