NAC TRAVEL POLICY WORDING

The coverage described in the **Policy** is provided and underwritten by CHARTIS MEMSA Insurance Company Limited – Kuwait Branch (hereinafter referred to as the "**the Company**").

This document together with the **Policy Schedule** and any endorsements that accompany it set out the **Policy** between the **Policyholder** and **the Company** and should be read as one document**.** The **Policyholder** agrees to declare to the **Company** all **Insured Persons** to be covered under the **Policy** and to pay **Premiums** as stated in the **Policy Schedule** including but not limited to any minimum and deposit **Premium**.

The Company has relied on the information provided by the **Policyholder**. For the **Policy** to be valid, all the information provided by the **Policyholder** must be true and complete. If there are any changes in circumstances which may affect the **Policy**, the **Policyholder** must advise the intermediary who arranged for this **Policy** or **the Company**, as soon as is reasonably possible.

This **Policy** is only valid if issued with a **Policy Schedule**. The **Policy Schedule** will indicate the benefits purchased. Various provisions in the **Policy** restrict or exclude cover. The **Policyholder** must read the entire **Policy** carefully to determine the **Insured Persons'** rights and duties, and what is and is not covered. **The Company** has no duty to provide cover unless there has been full compliance with all sections of the **Policy**.

IN WITNESS WHEREOF, the **Company** has caused this **Policy** to be executed with the signature of the authorized representative for **the Company**, but this **Policy** shall not be valid unless countersigned by a duly authorized representative of the **Policyholder**.

_____

Authorized representative's signature for **the Company**

Date:

APPLICATION AND ACCEPTANCE

Application is hereby made to **the Company** by the **Policyholder** for the **Policy** (and attached **Policy Schedule** and endorsements) under which coverage is provided, the terms of which are approved and accepted by the **Policyholder** to take effect for the duration of the **Policy Period** as stated in the **Policy Schedule** and following the below signature by the **Policyholder**.

It is agreed that this **Policy** supersedes any previous or alternate agreement.

Name of **Policyholder:** _____

Signed at: _____

_____

Authorized representative's signature for the **Policyholder**

Date:

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1. INTRODUCTORY CLAUSES

THIS DOCUMENT IS NOT COMPLETE WITHOUT A **POLICY SCHEDULE**

Health Agreements

In countries where reciprocal health agreements exist, the **Insured Person** should take all reasonable steps to follow them.

Insured Person's Travel Insurance

All insurance policies contain restrictions and exclusions that the **Insured Person** should know about. Please make sure that the cover meets your needs and that you read the exclusions in red including **Section 4. UNIFORM EXCLUSIONS carefully**.

Contract of Travel Insurance

No change in the **Policy** shall be valid until approved by an officer of the **Company** and unless such approval be endorsed hereon or attached hereto. No broker / corporation / agent / visa originator has authority to change the **Policy** or to waive any of the provisions of the **Policy**. It contains certain conditions and exclusions in each section and uniform provisions and exclusions applying to all the sections. The **Insured Person** must meet these conditions or **the Company** may not accept the **Insured Person's** claim.

Age Limits

The **Policy** covers an **Insured Person** who is between 3 months and 70 years of age.

Sports and Activities

The **Policy** excludes participating in or practicing for **Hazardous Activities** and **Professional Sports**. If the **Insured Person** intends to participate in any sport or activity, he must advise his insurance broker / **Policyholder** / agent / visa originator or **the Company** as an additional **Premium** may be required to extend the **Insured Person's Policy**.

Scope of Cover

You are covered under this policy for any trip taken worldwide except in, to or through the following countries: Afghanistan, Iraq, Cuba or Democratic Republic of Congo. While on a **Trip** you are covered twenty-four (24) hours a day.

Law & Jurisdiction

This **Policy** will be governed by the laws and subject to the jurisdiction of the Kuwait and its courts shall have exclusive jurisdiction to the exclusion of the courts of any other country.

Any questions?

If the **Insured Person** has any doubts about the cover **the Company** provides or would like more information, please contact **the Company at**:

Phone: +965 22464260 or

Fax: +965 22464264

Medical Claims

In addition to specific requirements elsewhere in the **Policy**, if the **Insured Person** receives medical attention for an **Injury** or **Sickness**, he must get a medical certificate showing the nature of the **Injury** or **Sickness** together with any original bills which the **Insured Person** has paid.

General Claims

The **Insured Person** must give **the Company** a written notice of claim within thirty (30) days after the occurrence or commencement of any **Loss** covered by the **Policy** or as soon thereafter as is reasonably possible. In the event of **Accidental Death,** immediate notice thereof must be given to the **Company**. A written notice of claim by or on behalf of the **Insured Person** to the below address of **the Company** or to any authorized official of **the Company** with sufficient information to identify the **Insured Person** and the **Policyholder** shall be deemed as notice to **the Company**.

Claims Dept. – Travel Insurance

CHARTIS MEMSA Insurance Company Limited – Kuwait Branch

Phone: +971 (4) 601-4575

The **Company**, upon receipt of a notice of claim, will furnish to the claimant such forms and information requirements as are usually required by **the Company** for filing proofs of **Loss**.

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Completed claim forms and written proof of **Loss** must be furnished to **the Company** within ninety (90) days after the date of such **Loss**. Failure to furnish such proof within ninety (90) days shall not invalidate nor reduce any claim if it was not possible to give proof within such time. However, in no event will any claim be honoured if proof of **Loss** is not received within eighteen (18) months from the date of **Loss**.

The **Company** will acknowledge receipt of a claim within two (2) working days and aim to settle all claims as promptly as possible.

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2. DEFINITIONS

Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa. Words with special meanings are defined here or in the part of the **Policy** where they are used and have the same meaning wherever they appear in bold print.

Accident means a sudden, unexpected and specific event caused solely and directly by violent, external and visible means which occurs at an identifiable time and place, resulting in **Injury**.

Accidental Death means a sudden, unexpected and specific event caused solely and directly by violent, external and visible means which occurs at an identifiable time and place, resulting in death.

Aids means an opportunistic infection or a malignant neoplasm. For the purpose of this definition, the term "Acquired Immune Deficiency Syndrome" shall have the meaning assigned to it by the World Health Organization "Acquired Immune Deficiency Syndrome" shall include H.I.V. (Human Immune Deficiency Virus), Encephala (Dementia) or H.I.V. Wasting Syndrome.

Beneficiary means the person or persons nominated by the **Insured Person**; if no such designation is then effective, such indemnity shall be payable to the **Insured Person's** legal heirs.

Business means a commercial activity engaged in as a means of livelihood or profit.

Business Associate means any employee who works at the **Insured Person's** place of **Business** and who, if he / she was away from work with the **Insured Person** at the same time for one or more days, would prevent the effective continuation of that **Business**.

Child or **Children** means the **Insured Person's** son or daughter, biological offspring, stepchildren and directly and biologically related children born outside of marriage aged above 3 months and under nineteen (19) 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.

Common Carrier means any land, water or air scheduled or chartered conveyance legally licensed to carry passengers for hire operating commercially in accordance with all locally applicable laws and regulations and in which the **Insured Person** is traveling only as a fare-paying passenger, including taxis and hired motor vehicles but excluding minibuses, non-standard motor vehicles and non-pressurized single engine piston aircraft.

The **Company (Insurer)** means CHARTIS MEMSA Insurance Company Limited – Kuwait Branch.

Country of Residence means the country as defined in the **Policy Schedule** in which the **Insured Person** is currently residing and holds a valid residency visa.

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

Excess or Deductible means the first portion of the **Sum Insured**, or period, of each and every **Loss** payable by the **Insured Person**.

Geographical Area means territories which the **Insured Person** may visit and which are covered under the terms and conditions of the **Policy**. **Geographical Area** includes all countries with the exception of Afghanistan, Cuba, Democratic Republic of Congo and Iraq or as stated in the **Policy Schedule**.

Hazardous Activities means sky diving, parachuting, hand gliding, bungee jumping, scuba diving, mountain climbing or the like.

Hospital means 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.

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

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Individual Insured Period means the time period corresponding to a **Trip** which an **Insured Person** takes. The **Individual Insured Period** must begin during the **Policy Period** and terminate on the earliest of (a) the **Policy Expiry Date**, (b) the **Trip** return date, (c) the date of arrival in the **Country of Residence** or (d) maximum trip duration as mentionned in the Policy Schedule,

Industrial Action means any measure taken by trade unions or other organised labour meant to reduce productivity in a workplace.

Injury means bodily injury caused solely and directly by violent, accidental, external and visible means occurring during the **Individual Insured Period** and requiring treatment by a **Physician**.

Insured Event means an event covered by the coverage provided by this **Policy**.

Insured Person means as defined in the **Policy Schedule** and whose name is reported to the **Company** and accepted for coverage during the **Policy Period.**

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

Insured Policy Effective Date means the date, not before the **Policy Effective Date**, an **Insured Person** starts his **Trip**.

Insured Policy Expiry Date means the date, not after the **Policy Expiry Date**, an **Insured Person** ends his **Trip**.

Loss means the act or instance of losing and / or the disappearance of something cherished and / or a measurable reduction in some substance or process.

Medically Necessary means in **the Company's** opinion, the **Physician's** recommendation is:

(a) Consistent with the symptoms, diagnosis and treatment of the **Insured Person's** condition;

(b) Appropriate with regards to standards of good medical practice;

(c) Its primary purpose is not for the convenience of the **Insured Person**.

Medical Treatment means a **Physician's** medical advice, treatment, consultations and prescribed or repeat maintenance medication.

Natural Disaster means a sudden calamitous event of natural causes bringing great damage, destruction, **Loss** and significantly endangering life and property.

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

Permanent Partial Disability means a disability in which an **Insured Person** is forever prevented from working at full physical capability because of an **Injury**.

Permanent Total Disability means a disability in which an **Insured Person** is forever prevented from working because of **Injury**.

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

Physician means a legally licensed practitioner acting within the scope of his license practicing medicine, and concerned with maintaining or restoring human health through the study, diagnosis, and treatment of disease and injury. The attending **Physician** may not be:

(a) the **Insured Person**; nor

(b) the **Insured Person's Relative**.

Policy means this document, the **Policy Schedule** and any endorsements that accompany it.

Policy Effective Date means the date at which the **Policy** incepts as defined in the **Policy Schedule**.

Policy Expiry Date means the date after which the **Policy** is no longer valid as defined in the **Policy Schedule**.

Policyholder means the legal entity and signatory of this document to whom the **Policy** is issued and as listed in the **Policy Schedule**.

Policy Period means the time from the **Policy Effective Date** to the **Policy Expiry Date** as defined in the **Policy Schedule.**

Policy Schedule means the document which gives details such as, but not limited to, Policyholder name, benefits selected, **Premiums**, coverage limits, enclosed covers, extensions, exclusions and conditions.

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Pre-existing Medical Condition means a condition for which medical care, treatment, or advice was recommended by or received from a **Physician** within a two (2) year period preceding the **Insured Policy Effective Date**, or a condition for which hospitalization or surgery was required within a five (5) year period preceding the **Insured Policy Effective Date**.

Premium means the periodic payments including but not limited to any adjustment or minimum and deposit made by the **Policyholder** for insurance protection which is based on the sum of all cards declared by the **Policyholder** and the "Rate" as defined in the **Policy Schedule**.

Principal Sum Insured (for **Accidental Death**) means the **Sum Insured** to be paid by **the Company** to the beneficiary in the event of the **Insured Person's Accidental Death.**

Professional Sport means a competitive sport used as a source of livelihood.

Public Transportation means any passenger land, water or air conveyance. Transportation includes, but is not limited to buses, taxis, trains, subways and airplanes.

Qualified School means an institution, elementary, high school, college or university for the instruction of children or individuals under the age of twenty three (23).

Reasonable and Customary Charges means a charge which:

(a) Is charged for treatment, supplies or medical services **Medically Necessary** to treat the **Insured Person's** 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 coverage existed.

Relative means a **Spouse**, parent, parent-in-law, grandparent, step-parent, Children, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancée, fiancé, half-brother, half-sister, aunt, uncle, niece or nephew of the **Insured Person**.

Sickness means any fortuitous illness or disease contracted requiring treatment by a **Physician**, commencing or first manifesting itself during a **Trip** and while the **Policy** is in effect.

Spouse means the **Insured Person**'s legally married husband or wife between the ages of 18 years and 69 years.

Sum Insured means the maximum amount afforded to each benefit according to the **Table of Benefits**.

Table of Benefits means the benefits included and as defined in the Policy Schedule**.**

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

Terrorism means 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.

Trip means a journey commencing at the time when the **Insured Person** leaves his home address in his **Country of Residence** to travel outside the territorial limits of the **Country of Residence** in a direct, uninterrupted manner, including the return journey to his home address in his **Country of Residence**. The **Trip** should start and end in the **Insured Person**'s **Country of Residence** and within the time frame of the **Individual Insured Period**. The **Policy** requires the **Policyholder** to declare any unforeseen extensions or curtailment of **Trips**.

Tuition Fee means the price of or payment for instruction in a **Qualified School**.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

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3. BENEFITS

3.1 PERSONAL ACCIDENT BENEFITS (Accidental Death, Accidental Death Common Carrier, Permanent Partial Disability, Permanent Total Disability)

If an **Insured Person** sustains an **Injury** resulting in an **Insured Event** described in the **3.1.1 PA TABLE OF BENEFITS**, **the Company** will pay the **Insured Person** or his **Beneficiary** the compensation as stated in the **3.1.1 PA TABLE OF BENEFITS**.

3.1.1 PA TABLE OF BENEFITS

The **Insured Event** compensation is stated as a percentage of the **Principal Sum Insured**

1. Accidental Death	
a.	As a result of an **Accident:** 100%
b.	Death as a direct result of exposure to the elements of nature as a direct result of an **Accident:** 100%
2. Accidental Death (Common Carrier Only)	
a.	As a result of an **Accident** whilst traveling in a **Common Carrier:** 100%
b.	Death as a direct result of exposure to the elements of nature as a direct result of an **Accident** whilst traveling in a **Common Carrier:** 100%
3. Permanent Total Disability	
a.	As a result of an **Accident:** 100%
b.	Permanent Total Disability as a direct result of exposure to the elements of nature as a direct result of an **Accident:** 100%

4. Permanent Partial Disability		
	RIGHT	LEFT
For total **Loss** of an upper member	70%	60%
For total **Loss** of the hand or forearm	60%	50%
For total **Loss** of a lower member above knee	60%	60%
For total **Loss** of a lower member at the level of the knee or below	50%	50%
For total **Loss** of a foot	40%	40%
For total deafness, both ears	40%	
For total **Loss** of visual acuity of one eye	25%	
For total **Loss** of visual acuity of both eyes	100%	
For total **Loss** of speech	100%	

Total, irremediable functional **Loss** of use of an organ or member shall be considered as total **Loss** thereof. For reduced functional use, the stated percentage shall be reduced in proportion to the lost functional use.

In case of occurrence of more than one of the **Losses** specified in the above **3.1.1 PA TABLE OF BENEFITS** as a result of any one accident, the total compensation payable hereunder is established by adding the compensation corresponding to each single **Loss** up to a maximum limit of 100% of the **Principal Sum Insured**.

3.1.2 SPECIFIC CONDITIONS

1. **The Company** will not pay for any benefit in respect of:
   (a) **Permanent Total Disability**, except on submission of satisfactory proof to **the Company** that the disability will in all probability continue for the remainder of an **Insured Person**'s

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life;

(b) More than 100% of the **Sum Insured** when more than one **Injury** arises from the same **Accident**;

(c) More than one category amounting to more than 100% of the **Principal Sum Insured**. The benefit payable will be the highest in the appropriate category.

2. If the **Insured Person** sustains **Permanent Total Disability** and the claim in relation to that disability is admitted and accepted, the benefit will be paid and all cover under **3.1 PERSONAL ACCIDENT BENEFITS (Accidental Death, Accidental Death Common Carrier Only, Permanent Partial Disability, Permanent Total Disability)** in respect of such **Insured Person** shall cease.

3. The diagnosis and determination of **Permanent Total Disability** or any **Permanent Partial Disability** must be made and documented by a **Physician** and must be continuous and permanent for at least 12 (twelve) consecutive months from the onset of the disability. However: a) for total **Loss** of speech, the **Loss** of the ability to speak must be continuous and permanent for at least 12 (twelve) consecutive months and medical evidence must confirm permanent and total **Loss** of speech and all psychiatric related causes must be excluded; and b) for incurable paralysis, the **Loss** of use must be continuous and permanent for at least 12 (twelve) consecutive months from the onset of the paralysis.

4. If the **Insured Person's** existing ailment, infirmity or other abnormal physical or mental condition is aggravated by an **Accident**, the percentage of the **Principal Sum Insured** will be determined by the degree of the deterioration of the existing ailment after the **Accident**. The degree of ailment, infirmity or other abnormal physical or mental condition before the **Accident** will be determined by medical evidence.

5. If the consequences of an **Accident** are aggravated owing to an **Insured Person's** existing ailment, infirmity or other abnormal physical or mental condition, determination of the percentage of the **Principal Sum Insured** will be based on the consequences the **Accident** would have had, had such defects not existed. The foregoing shall not apply, however, if such circumstances are a consequence of an earlier **Accident** to the **Insured Person**, for which **Sum Insured** has been or will be paid under the **Policy**.

6. If an **Insured Person** dies of natural causes prior to the final disability assessment relating to an **Insured Event**, the Company will pay what reasonably would have had to be paid for such **Permanent Total Disability** or **Permanent Partial Disability** in accordance with **3.1.2 SPECIFIC CONDITIONS 1 (b)**.

3.1.3 SPECIFIC EXCLUSION

The Company will not be liable to pay any **Sum Insured** in respect of any **Insured Person** for any **Insured Event** caused by or arising directly or indirectly from any type of **Sickness** or bacterial infection. This exclusion shall not apply to medically acquired infections or blood poisoning, including pyogenic infections, which may result from an accidental cut or wound.

3.2. REPATRIATION OF REMAINS

The Company will reimburse the **Beneficiary**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for customary charges incurred to return the **Insured Person's** body to his country of choice if he dies during a **Trip**. Covered expenses include, but are not limited to, expenses for embalming, cremation, coffins and transportation thereof.

3.3 CHILD'S TUITION FEE (BENEFIT APPLICABLE IN COUNTRY OF RESIDENCE)

The Company will pay the **Insured Person** or the **Insured Person's Child** executor, administrator or trustee, subject to any **Excess**, up to the **Sum Insured** shown on the **Policy Schedule** for the **Insured Person's Child** annual **Tuition Fee** in the event of the **Insured Person's Accidental Death** or **Permanent Total Disability**. Any claim must be accompanied by official written documentation from the **Qualified School**. This benefit is payable each year for a maximum of 5 (five) years and will cease upon the earliest of:

a.) The year in which the **Child** attains 23 (twenty three) years of age.

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b.) The year the **Child** ceases full time **Qualified School** attendance.

c.) The year the **Child** ceases attending a **Qualified School.**

This benefit is payable for a maximum of 4 (four) children.

3.3.1 SPECIFIC EXCLUSION

The Company will not be liable to pay any **Sum Insured** if the **Insured Person's Child** is not in full time attendance of a **Qualified School** at the time of claim.

3.4 EMERGENCY MEDICAL EXPENSES – ACCIDENT & SICKNESS (INCLUDING DENTAL CARE)

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for **Covered Medical Expenses** incurred during a **Trip** for the treatment of an **Injury** or **Sickness** sustained by the **Insured Person** while the **Policy** is in effect. All expenses must be incurred within 26 (twenty six) weeks from the date the **Insured Person's** coverage terminates under the **Policy**. Dental benefits shall be limited to treatment of injuries sustained to sound natural teeth. Covered emergency dental expenses are those received within 30 (thirty) days of the time and date of the **Injury**.

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for emergency dental treatment to restore dental function or alleviate pain provided by a registered and legally qualified dentist. Where dentistry to restore dental function or alleviate pain is required as a result of **Sickness** or **Injury** whilst on an **Trip,** these expenses will form part of this **Insured Event's Sum Insured** as stated in the **Table of Benefits with a per tooth limit of US$200 (two-hundred U.S. Dollars).**

3.4.1 SPECIFIC LIMITATION

Benefits will not be provided for any **Loss** or expense incurred after or upon return of the **Insured Person** to his **Country of Residence**.

3.4.2 SPECIFIC DEFINITIONS

Covered Medical Expenses means **Reasonable and Customary Charges** incurred during a **Trip** by the **Insured Person** for services and supplies which are recommended by an attending **Physician**. They include:

(a) The services of a **Physician;**

(b) **Hospital** confinement and use of operating room;

(c) Anaesthetics (including administration), x-ray examinations or treatments and laboratory tests;

(d) Ambulance service;

(e) Drugs, medicines, and therapeutic services and supplies;

(f) Dental treatment resulting from injuries sustained to sound natural teeth subject to the **Sum Insured** stated in the **Policy Schedule**.

3.4.3 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any **Sum Insured** for:

1. **E**xpenses which are not exclusively medical in nature ;
2. **Pre-existing Medical Conditions**

3.5 HOSPITAL CONFINEMENT

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule,** a daily benefit for each day the **Insured Person** is an **Inpatient** in a **Hospital** due to **Injury** or **Sickness** that occurs outside the **Insured Person's Country of Residence** and commences while the **Policy** is in effect. The **Period of Confinement** must be recommended by a **Physician**.

3.6 ICU HOSPITAL CONFINEMENT

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule,** a daily benefit for each day the **Insured Person** are an **Inpatient** at the intensive care unit in a **Hospital** due to **Injury** or **Sickness** and subject to any elimination period as stated in the **Policy Schedule** that occurs outside **Insured Person Country of Residence** and commences while the **Policy** is in

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effect. The intensive care unit **Period of Confinement** must be recommended by a **Physician**.

3.7 COMPASSIONATE VISIT

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** if the **Insured Person** is hospitalized for more than 5 (five) days for the cost of a hotel room and round-trip economy airfare to bring a person chosen by the **Insured Person** to and from the country of hospitalization**,** subject to the **Insured Person** being alone during his **Trip.**

3.8 EMERGENCY MEDICAL EVACUATION

The **Company** will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for **Reasonable and Customary Charges** for **Covered Evacuation Medical Expenses** incurred if an **Injury** or **Sickness** results in the **Insured Person's** 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 **Insured Person's Injury** or **Sickness** warrants his evacuation.

3.8.1 SPECIFIC DEFINITIONS

Covered Evacuation Medical Expenses means **Emergency Transportation** and medical treatment, including medical services and medical supplies necessarily incurred in connection with the **Insured Person's Emergency Evacuation**. Expenses for **Emergency Transportation** must be:

(a) Recommended by the attending **Physician**;

(b) Required by the standard regulations of the conveyance transporting the **Insured Person** and;

(c) Arranged and authorized in advance by the **Assistance Department**.

Emergency Evacuation means:

(a) The **Insured Person's** medical condition warrants immediate **Emergency Transportation** from the place of his **Injury** or **Sickness** to the nearest **Hospital** where appropriate medical treatment can be obtained;

(b) After being treated at a local Hospital, the **Insured Person's** medical condition warrants **Emergency Transportation** to his **Country of Residence** to obtain further medical treatment or to recover;

(c) Both (a) and (b) above.

Emergency Transportation means any land, water or air conveyance required to transport the **Insured Person** during an **Emergency Evacuation**. **Emergency Transportation** includes, but is not limited to, air ambulances, land ambulances and private motor vehicles. All **Emergency Transportation** arrangements made for evacuating the **Insured Person** must be by the most direct and economical route possible in the circumstances.

3.9 FOLLOW-UP TREATMENT (BENEFIT APPLICABLE IN COUNTRY OF RESIDENCE)

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for **Reasonable and Customary Charges** for **Covered Post-Hospitalization Medical Expenses** incurred by the **Insured Person** upon return to his **Country of Residence** for the follow-up treatment of an Injury sustained by him during his **Trip**. All expenses must be incurred within 26 (twenty six) weeks of the date the **Individual Insured Period** terminates.

3.9.1 SPECIFIC DEFINITIONS

Covered Post-Hospitalization Medical Expenses means expenses incurred by the **Insured Person** in his **Country of Residence** for the follow-up treatment, services and supplies which are recommended by the attending **Physician** following the **Insured Person's** hospitalization due to an **Injury** or **Sickness** sustained during his **Trip**. They include:

(a) The services of a **Physician**;

(b) **Hospital** confinement and use of operating room;

(c) Anaesthetics (including administration), x-ray examinations or treatments, and laboratory tests;

(d) Ambulance service; and

(e) Drugs, medicines, and therapeutic services and supplies.

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3.9.2 SPECIFIC EXCLUSIONS:

The Company will not be liable to reimburse any **Sum Insured** for:

1. Expenses which are not exclusively medical in nature;
2. Expenses incurred while on **Trip**.

3.10 POST-TRAUMATIC PSYCHOLOGICAL ASSISTANCE (BENEFIT APPLICABLE IN COUNTRY OF RESIDENCE)

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for **Reasonable and Customary Charges** for **Covered Psychological Assistance** incurred by the **Insured Person** upon return to his **Country of Residence** for the follow-up treatment of an Injury sustained by him during his **Trip**. All expenses must be incurred within 26 (twenty six) weeks from the date the **Individual Insured Period** terminates.

3.10.1 SPECIFIC DEFINITIONS

Covered Psychological Assistance means expenses incurred by the **Insured Person** in his **Country of Residence** for psychological services which are recommended by a **Physician** following the **Insured Person's** hospitalization due to an **Injury** sustained by the **Insured Person** during his **Trip**.

3.10.2 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any **Sum Insured** for:

1. Examinations where there is no objective indication or impairment in normal health;
2. Expenses which are not exclusively medical in nature;
3. Expenses incurred while on **Trip**.

3.11 TRIP DELAY

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for customary charges for **Additional Expenses** if the **Insured Person's Trip** is delayed in **Excess** of the time limit stated in the **Policy Schedule** as a result of a **Strike**, **Industrial Action, Inclement Weather** and / or **Equipment Failure**. Benefits are subject to the per hour maximum shown in the **Policy Schedule**.

3.11.1 SPECIFIC DEFINITIONS

Additional Expenses means any expenses for meals and lodging which were necessarily incurred and which were not provided by the **Common Carrier** or any other party free of charge.

3.11.2 SPECIFIC EXCLUSIONS

The **Company** will not be liable to reimburse any **Sum Insured** for any delay due to a **Strike, Industrial Action, Inclement Weather** and / or **Equipment Failure** which was made public or known to the **Insured Person** before he booked his **Trip**.

3.12 BAGGAGE DELAY

The Company will reimburse the **Insured Person** for reasonable essential expenses incurred following the **Excess** period and up to the amount stated in the **Policy Schedule**, for the emergency purchase of essential items if his baggage is delayed, misdirected or temporarily misplaced by a carrier.

3.12.1 SPECIFIC CONDITIONS

1. Written proof of delay from the transport provider must be submitted with any claim and the **Company**'s liability is subject to it receiving original receipts for the essential expenses incurred;
2. The baggage delay must exceed the **Excess;**
3. Confiscation or requisition by customs or other government authority cannot form the basis of a claim for **Loss** or expenses;
4. Claims in respect of essential clothing or requisites purchased as a result of delayed baggage will only be considered if items have been purchased within 4 days after the actual arrival time at the intended destination.
5. If baggage appears to be delayed at the destination airport, the **Insured Person** must formally notify the relevant carrier airline immediately. Evidence of notification should be provided.

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3.13 MISSED DEPARTURE

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for customary charges for necessary accommodation, telephone calls, meals and local **Public Transportation** incurred by the **Insured Person** if the **Insured Person** cannot reach the original departure point at the recommended time of his **Trip** on either the outward or return journey, because **Public Transportation** services fail or the vehicle in which the **Insured Person** is travelling is involved in an **Accident** or breaks down.

3.13.1 SPECIFIC LIMITATIONS

It is a condition of the cover provided under this section that:

1. The **Insured Person** must allow enough time to arrive at his original departure point at or before the recommended time;
2. The **Insured Person** must get confirmation of the reason for the delay and how long it lasts from the appropriate authority.

3.13.2 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any **Sum Insured** for claim which is the result of a **Strike** or **Industrial Action** that the **Insured Person** knew about before he booked his **Trip**.

3.14 TRIP CANCELLATION

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for travel and accommodation expenses that the **Insured Person** has paid or has agreed to pay under a contract and which the **Insured Person** cannot get back i.e. non-refundable ticket, if it is necessary and unavoidable for the **Insured Person** to cancel the **Trip** as a result of the following.

1. The **Insured Person** dying, becoming ill or injured.
2. The death, injury or illness of a **Relative**, close **Business Associate** or a person with whom the **Insured Person** has booked to travel or a **Relative** or friend living abroad with whom the **Insured Person** plans to stay.
3. If the **Insured Person** is called for jury service (and the **Insured Person** requests to defer has been rejected), attending court as a witness (but not as an expert witness) or the **Insured Person** is put in compulsory quarantine.
4. If the police or the Insurers of the **Insured Person's** home needs the **Insured Person** to stay after a fire, flood or burglary at the **Insured Person** home within 48 hours before the date the **Insured Person** planned to leave.
5. The death, **Injury** or **Sickness** of a **Relative** certified as being significantly harmful to life by a **Physician** in the **Insured Person's Country of Residence**.

3.14.1 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any **Sum Insured** for:

1. The **Insured Person** not wanting to travel;
2. Any extra costs resulting from the **Insured Person** not informing their travel provider, as soon as the **Insured Person** knew about cancelling the **Trip;**
3. Canceling the **Trip** because of a medical condition or any illness related to a medical condition that the **Insured Person** knew about or should have known about before the start of the **Policy**. This applies to the **Insured Person**, his **Relative**, his **Business Associate** or a person the **Insured Person** is traveling with and any person the **Insured Person** was depending on for the **Trip**;
4. Pregnancy or childbirth where the pregnancy would have been more than 28 (twenty eight) weeks at the beginning of the **Trip** or 24 (twenty four) weeks in the case of a known multiple pregnancy (unless the pregnancy was confirmed after the date the **Insured Person's** travel tickets or confirmation of booking were issued) and cancellation the **Trip** is confirmed **Medically Necessary**.

3.15 TRIP INTERRUPTION

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The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for travel and accommodation expenses that the **Insured Person** has paid or has agreed to pay under a contract and which the **Insured Person** cannot get back i.e. non-refundable ticket, if it is necessary and unavoidable for the **Insured Person** to cut short the **Trip** and return to his **Country of Residence** as a result of the following.

a) The **Insured Person's** death;

b) In case of **Injury** or **Sickness** to the **Insured Person**, a **Physician** has recommended that due to the severity of the **Insured Person's** condition it is **Medically Necessary** that the **Insured Person** interrupts the **Trip**. The **Insured Person** must be under the direct care and attendance of a **Physician**;

c) Death of a **Relative;** or

d) In case of **Injury** or **Sickness** of a **Relative**, the severity or acuteness of their condition or the circumstances surrounding that condition is/are such that an ordinarily prudent person must interrupt the **Trip**.

This benefit is extended to cover the cost of the most direct one-way economy airfare by a scheduled **Common Carrier** to return to the **Insured Person's Country of Residence** up to the **Sum Insured** stated in the **Policy Schedule**.

3.15.1 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any **Sum Insured** for:

1. Any extra costs resulting from the **Insured Person** not infoming their travel provider, as soon as the **Insured Person** knew about cancelling the **Trip**.
2. Cutting short the **Trip** because of a medical condition or any illness related to a medical condition that the **Insured Person** knew about or should have known about before the start of the **Policy**. This applies to the **Insured Person**, his **Relative**, his **Business Associate** or a person the **Insured Person** is traveling with and any person the **Insured Person** was depending on for the **Trip**.
3. The cost of the **Insured Person's** original return trip if this has already been paid and the **Insured Person** needs to cut short the **Trip**.
4. If the **Insured Person** has to cut short the **Trip** and does not return to the **Country of Residence**.
5. Pregnancy or childbirth where the pregnancy would have been more than twenty eight (28) weeks at the beginning of the **Trip** or twenty four (24) weeks in the case of a known multiple pregnancy (unless the pregnancy was confirmed after the date the **Insured Person's** travel tickets or confirmation of booking were issued) and cutting short the **Trip** is confirmed **Medically Necessary**.

3.16 LEGAL FEES

The Company will pay legal fees the **Insured Person** incur, as a result of false arrest or wrongful detention by any government or foreign power up to the amount stated in the **Policy Schedule**.

3.17 LOSS OF PERSONAL MONEY

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for any **Loss** of cash belonging to the **Insured Person** arising out of robbery, burglary or theft, and that were in the **Insured Person's** care, custody and control.

3.17.1 SPECIAL NOTIFICATION OF CLAIM

Such **Loss** must be reported within 24 (twenty four) hours after its discovery to the police having jurisdiction at the place of the **Loss**. Any claim must be accompanied by official written documentation from the police.

3.17.2 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any **Sum Insured** for:

1. **Loss** as a result of detention or confiscation by any lawfully constituted authority;
2. **Loss** not reported to the police within 24 (twenty four) hours after the discovery of such **Loss**;
3. **Loss** recoverable under another insurance or from another source.

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4. **Loss** in respect of shortage due to error, omission, exchange transaction or depreciation in value;
5. Mysterious disappearance.

3.18 LOSS OF TRAVEL DOCUMENTS

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for the cost of obtaining replacement passports, travel tickets and other relevant travel documents arising out of **Loss**, robbery, burglary or theft during the **Insured Person's Trip**. Reimbursable costs include customary charges for necessary accommodation, telephone calls, meals and local **Public Transportation**.

3.18.1 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any **Sum Insured** for:

1. **Loss** as a result of detention or confiscation by any lawfully constituted authority;
2. **Loss** recoverable under another insurance or from another source;
3. **Loss** of cash, bank notes, travellers cheque, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
4. **Loss** of credit cards or replacement of credit cards, Identity Cards (IC) and driving licenses or travel documents except as provided for in this section;
5. **Loss** in respect of shortage due to error, omission, exchange transaction or depreciation in value;
6. **Loss** not reported to the police within 24 (twenty four) hours after the discovery of such **Loss**;
7. Mysterious disappearance.

3.19 LOSS OR DAMAGE OF LAPTOP COMPUTER

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for **Loss** or damage to the **Insured Person's** laptop computer taken on a **Trip**. If, as a result of an **Accident** occurring during the **Insured Person's Trip**, the laptop computer is proven to be beyond economical repair:

a) **The Company** may at its own discretion and as it may elect to reinstate or repair the laptop computer or make payment subject to due allowance for wear and tear and depreciation for laptop computers older than twelve (12) months.

b) The **Loss** must be reported to the police or relevant authority such as hotel or airline management having jurisdiction at the place of the **Loss** within twenty four (24) hours from the incident. Any claim must be accompanied by official written documentation from such authorities.

c) The **Insured Person** must take every possible step to ensure that their laptop computer is not left unattended;

d) Only one laptop per **Insured Person** and per **Trip** is eligible under this coverage.

3.19.1 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any **Sum Insured** for:

1. **Loss** or damage caused by wear and tear or damage due to gradual deterioration, moths, vermin, inherent vice;
2. Damage sustained due to any process to repair, clean or alter any laptop computer;
3. **Loss** or damage to hired or leased laptop computer;
4. **Loss** of or damage to laptop computer 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 regulations, confiscation by order of any Government or Public Authority or risk of contraband or illegal transportation or trade;
5. **Loss** or damage to laptop computers recoverable under another insurance or from another source;
6. **Loss** to the **Insured Person's** laptop computer sent in advance, mailed or shipped separately;
7. **Loss** of business goods or samples or equipment of any kind;

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8. **Loss** of data recorded on tapes, cards, discs or otherwise;
9. **Loss** in respect of shortage due to error, omission, exchange transactions or depreciation in value;
10. **Loss** not reported to the police within twenty four (24) hours after the discovery of such **Loss**;
11. Mysterious disappearance.

3.20 LOSS OR DAMAGE OF BAGGAGE / PERSONAL EFFECTS

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for the replacement cost of his baggage and its contents due to theft; or misdirection by a **Common Carrier** while the **Insured Person** was a ticketed passenger on the **Common Carrier** during the **Trip**.

The Company will also reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for damage of baggage and personal effects within the baggage during the **Individual Insured Period** and subject to the baggage and personal effects being owned by and accompanying the **Insured Person** during the **Trip**.

3.20.1 SPECIFIC LIMITATIONS

(a) The **Sum Insured** payable in respect of any one article shall not exceed the **Sum Insured** shown on the **Policy Schedule**;

(b) **The Company** may make payment or, at its own discretion and as it may elect, reinstate or repair articles not older than one year;

(c) **The Company** may at its 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 Company;** 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, **the Company** will only be liable for the exceeding difference between its **Sum Insured** and the other insurance's **Sum Insured** 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 Company** 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**.

(j)There is a per article maximum limit stated in the **Policy Schedule** including but not limited to: jewellery, watches, articles consisting in whole or in part of silver, gold or platinum, furs, articles trimmed with or made mostly of fur, and cameras, including related camera and video camera.

3.20.2 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any **Sum Insured** for:

1. The following classes of property: animals, birds, fish, motor vehicles (including accessories), motorcycles, boats, motors, any conveyance, snow skis, household effects, antiques,

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computers (including software and accessories), contact or corneal lenses, artificial teeth or limbs, hearing aids, music instruments, perishables, consumables, money, securities, tickets or documents;

2. **Loss** or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice;
3. Damage sustained due to any process to repair, clean or alter any property;
4. **Loss** of or damage to hired or leased equipment;
5. **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;
6. **Loss** or damage to laptop computers recoverable under another insurance or from another source;
7. **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;
8. **Loss** of the **Insured Person's** baggage, souvenirs or articles sent in advance or mailed or shipped separately;
9. **Loss** of business goods or samples;
10. **Loss** of data recorded on tapes, cards, discs or otherwise;
11. Inherent vice or damage;
12. Transporting contraband or illegal trade;
13. Mysterious disappearance;
14. Breakage of brittle or fragile articles, cameras, musical instruments, radios and similar property.

3.21 HIJACKING

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for every 24 hour period during which an unlawful seizure or wrongful exercise of control of an aircraft or other **Common Carrier**, or the crew thereof in which the **Insured Person** is travelling as a passenger and where as a direct consequence, the **Insured Person's Trip** has been disrupted.

3.22 PERSONAL LIABILITY

The Company will pay the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for damages or settlement and legal costs and expenses for which the **Insured Person** becomes legally liable as a result of his / her actions causing injury, including resultant in death of another person or **Loss** of or damage to another person's property; if

1.) caused during the **Trip** and takes place in the **Geographical Areas**;

2.) a claim or suit is made or brought in the **Geographical Areas**; and

3.) the action occurs during the **Individual Insured Period**.

3.22.1 SPECIFIC LIMITATIONS

1 It is a condition of payment that the **Insured Person** does not admit fault or liability to any other person without the Company's prior written consent.

2 No offer, promise, payment or indemnity may be made by the **Insured Person** without **the Company's** prior written consent.

3.22.2 SPECIAL NOTIFICATION OF CLAIM

1 The **Insured Person** must give **the Company** written notice with full particulars of an event that may give rise to a claim within 30 days of the conclusion of a **Trip.**

2 Every letter, writ, summons and / or process must be forwarded to **the Company** as soon as possible.

3 **The Company** is entitled to take over the defense and settlement of claim in the name of the

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Insured Person for **the Company's** benefit. **The Company** shall have full discretion in the conduct of any proceedings and settlement of the claim.

4 **The Company** may at any time pay the **Insured Perso**n, less any damages already paid, for the amount required to settle the claim. **The Company** will then be under no further liability other than the costs and expenses incurred prior to making such payment.

5 **The Company's** right to defend the **Insured Person** will terminate when the applicable **Sum Insured** has been reached. All damages and settlements and legal costs and expenses are part of and not in addition to the **Sum Insured** in the **Table of Benefits**.

6 **The Company's** duty to defend the **Insured Person** will only apply to countries where legal circumstances permit it. In countries where legal circumstances do not permit **the Company** to defend the **Insured Person**, **the Company** will reimburse the **Insured Person,** subject to its prior authorization, for his defence costs.

3.22.3 SPECIFIC EXCLUSIONS

The Company will not be liable to pay any **Sum Insured** for:

1 injury to the **Insured Person** or to any **Relative** ordinarily residing with him;

2 injury to any of the **Policyholder**'s employees whether arising out of or in the course of employment;

3 **Loss** of or damage to property owned by or in control of the **Insured Person** or **Relative** ordinarily residing with him;

4 **Loss** of or damage to property or injury arising out of the **Insured Person's** ownership, possession or use by or on behalf of the **Insured Person** 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;

5 **Loss** of or damage to property or injury arising out of the **Insured Person's** profession, **Business** or trade, or out of professional advice given by him;

6 **Loss** of or damage to property or injury arising out of the **Insured Person's** ownership, maintenance, use, loading or unloading of motor vehicles, all other motorized land conveyances, water craft or aircraft;

7 **Loss** of or damage to property or injury as a result of any willful or malicious act of the **Insured Person**.

8 any contract, unless such liability would have risen in the absence of that contract;

9 judgments which are not, in the first instance, either delivered by or obtained from a court of competent jurisdiction within the Kuwait or the country in which the action giving rise to the **Insured Person's** liability occurred; nor

10 any claim for fines, penalties, punitive, exemplary, aggravated or vindictive damages.

3.23 EXTENDED STAY – TERRORISM AND/OR NATURAL DISASTER

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for necessary accommodation, telephone calls, meals and local **Public Transportation** expenses incurred by the **Insured Person** to extend the **Insured Person**'s **Trip** past the originally booked date of the return journey to the **Country of Residence** if he is prevented from taking his initially purchased, reserved and confirmed **Public Transportation** back to his **Country of Residence** due to **Terrorism** and/or **Natural Disaster**.

3.23.1 SPECIAL NOTIFICATION OF CLAIM

These expenses must be authorized in advance by the **Assistance Department** (See Benefit 3.25).

The **Insured Person** must notify us as soon as reasonably possible in the event of any **Extended Stay – Terrorism and/or Natural Disaster** that will result in a claim**.** The **Company** will not be liable for any additional charges incurred that would not have been imposed had the **Insured Person** notified us as soon as reasonably possible.

3.24 ALTERNATIVE MODE OF TRANSPORTATION – TERRORISM AND/OR NATURAL DISASTER

The Company will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Policy Schedule** for **Public Transportation** expenses incurred by the **Insured Person** to change **Public**

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Transportation if he is prevented from taking his initially purchased, reserved and confirmed **Public Transportation** back to his **Country of Residence** due to **Terrorism** and/or **Natural Disaster**.

3.24.1 SPECIAL NOTIFICATION OF CLAIM

These expenses must be authorized in advance by the **Assistance Department** (See Benefit 3.25).

The **Insured Person** must notify us as soon as reasonably possible in the event of any **Alternative Mode of Transportation – Terrorism and/or Natural Disaster** that will result in a claim**.** The **Company** will not be liable for any additional charges incurred that would not have been imposed had the **Insured Person** notified us as soon as reasonably possible.

3.25 ASSISTANCE DEPARTMENT
24 Hours Assistance

Phone number: 001 – 817 –826 –7276

The **Assistance Department** will provide the following services:

Pre-Departure Services

Prior to departure, the **Insured Person** may contact the **Assistance Department** who will provide information about hazardous locations, immunization requirements, passport or visa requirements, general information about weather, 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.) if so required.

Emergency Travel Agency

The **Assistance Department** agrees to provide the **Insured Person** with 24 (twenty four) hour travel agency service for airline and hotel reservations. The **Assistance Department** may also arrange payment for the **Insured Person** airline tickets and other travel services, using the **Insured Person** credit cards. Prepaid ticket pickup at airline counters or delivery by mail or courier may also be arranged by the **Assistance Department** for the **Insured Person**.

General Assistance

The **Assistance Department** will serve as a central point for translation and communication for the **Insured Person** during emergencies. The **Assistance Department** agrees to provide to the **Insured Person** 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, verification of coverage under the **Policy**, guaranteeing payments to medical providers and based eligible benefits, a charge to the **Insured Person** credit card(s), coordination of payments, documentation and translation to ease claim filing when the **Insured Person** return to his **Country of Residence**.

Medical Assistance

As soon as the **Assistance Department** is notified of a medical emergency resulting from the **Insured Person's Accident, Injury** or **Sickness**, the **Assistance Department** will contact the medical facility or location where the **Insured Person** 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, the **Insured Person** 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 services of a local **Physician** and arranging the **Insured Person's Hospital** confinement.

Medical Evacuation

When, in the opinion of the **Assistance Department** medical panel, it is judged medically appropriate to move the **Insured Person** to another location for treatment or return the **Insured Person** to his **Country of Residence**, the **Assistance Department** will arrange the evacuation, utilizing the means best suited including but not limited to air ambulance, surface ambulance, regular airplane, railroad or other appropriate means.

Repatriation of Remains

The **Assistance Department** agrees to make the necessary arrangements for the return of the **Insured Person's** remains to his **Country of Residence,** upon death provided the **Policy** was in force at the time of

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death.

Legal Assistance

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

Lost Luggage or Lost Passport

If the **Insured Person** is outside his **Country of Residence** and notifies the **Assistance Department** that the **Insured Person** luggage or passport has been lost, the **Assistance Department** will try to assist the **Insured Person** by contacting the appropriate authorities involved and providing direction for replacement.

Emergency Cash Transfers and Advances

The **Assistance Department** may arrange for cash payments to the **Insured Person** 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 the **Insured Person's** 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 the **Insured Person's** behalf only. The **Assistance Department** assumes no responsibility for any medical advice or legal counsel given by the medical professional or attorney. The **Insured Person** 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 there from.

The **Insured Person** is responsible for the cost of services arranged by the **Assistance Department** for the **Insured Person**. The **Assistance Department** will access the **Policy** and/or other insurance **Policy** benefits, to which the **Insured Person** may be entitled, and/or the **Insured Person's** credit cards or other forms of financial guarantees provided by the **Insured Person**, in order to facilitate payment for such services.

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4. UNIFORM EXCLUSIONS

The **Policy** will not cover any **Loss**, damage or legal liability arising directly or indirectly from:

1. Pre-existing Conditions;
2. Intentionally self-inflicted injury, suicide or any such attempt while sane or insane;
3. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power; The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; The dispersal or application of pathogenic or poisonous biological or chemical materials; The release of pathogenic or poisonous biological or chemical materials;
4. 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;
5. **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**;
6. Any **Loss** of which a contributing cause was the **Insured Person's** attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest by the **Insured Person**;
7. Any **Loss** sustained while flying in any aircraft or device for aerial navigation except as a passenger; exclusions include, but are not limited to, pilot, operator or crew member;
8. Travel in, to, or through any country not in the **Geographical Area**;
9. Failure to obtain the required visa;
10. Any costs incurred due to fluctuation in exchange rates;
11. Any **Loss** incurred where payment has been made using reward schemes;
12. Any expenses incurred in the **Insured Person's Country of Residence**, except for **BENEFITS 3.3, 3.9** and **3.10**;
13. Bacterial infections except pyogenic infections which are caused by an accidental wound;
14. Hernia;
15. Flying in any aircraft owned, leased or operated by or on behalf of (a) the **Policyholder** or any subsidiary or affiliate of the **Policyholder**, or (b) an **Insured Person** or any of his **Relatives**;
16. Coverage with respect to flying is limited to **Injury** sustained during such trip while the **Insured Person** is riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from a scheduled airline.
17. 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;
18. 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);
19. Any **Loss** sustained while the **Insured Person** is participating in any **Professional Sports**, **Hazardous Activities** or skiing whether indoor or outdoor;
20. Mental, nervous or emotional disorders including, but not limited to anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism except as provided for by **BENEFIT 3.10**;
21. An **Insured Persom** traveling against medical advice or to seek medical attention or advice or with a terminal condition which was diagnosed prior to the **Trip** or when he is unfit to do so;
22. Any cardiac, vascular, cardio vascular or cerebral vascular **Sickness** or conditions or sequelae thereof or complications that, in the opinion of a **Physician** appointed by **the Company**, can reasonably be related thereto.

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23. Any medical condition related to or arising from hyspertension, if the **Insured Person** has received medical advice or treatment (including medication) for hypertension within the two (2) years prior to the commencement of the **Trip**;
24. Services, supplies, or treatment, including any period of **Hospital** confinement, which were not recommended, approved, and certified as **Medically Necessary** by a **Physician**;
25. 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**;
26. Elective, cosmetic, or plastic surgery, except as a result of an **Accident**;
27. Dental care, except as a result of **Injury** or **Sickness** to sound natural teeth caused by **Accident** while the **Policy** is in effect;
28. Congenital anomalies and conditions arising out of or resulting there from;
29. Expenses incurred in connection with weak, strained or flat feet; corns, calluses, or toenails;
30. The diagnosis and treatment of acne;
31. Deviated septum, including sub mucous resection and/or other surgical correction thereof;
32. Organ transplants that competent medical professionals consider experimental;
33. Well **Child** care including exams and immunizations;
34. Private **Hospital** or medical care within the **Country of Residence** where public funded services or care is available.
35. Treatment provided in a government **Hospital** or services for which no charge is normally made;
36. Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless **Injury** or **Sickness** has caused impairment of vision or hearing or as provided for by **BENEFIT 3.19**;
37. Pregnancy and resulting childbirth, miscarriage or disease of the female reproduction organs 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;
38. Sexually transmitted diseases and the conditions commonly known as AIDS or HIV and/or any related **Sickness** or condition including derivatives or variations thereof, howsoever, acquired or caused;
39. Travel in, to, or through Iraq, Afghanistan, Cuba or Democratic Republic of Congo.
40. Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

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5. UNIFORM PROVISIONS

1. **Effective Date**

   This **Policy** takes effect on the **Policy Effective Date** stated on the **Policy Schedule**. After taking effect, the **Policy** continues in effect until the **Policy Expiry Date**. All periods of coverage shall begin and end at 12.01 a.m. local time at the address of the **Policyholder**.

2. **Premiums**

   All **Premiums** and applicable taxes are payable by the **Policyholder** on or before the date they become due. The **Premium** for the **Policy** is based on the estimated and adjusted number of cards and the "Rate" as defined in the **Policy Schedule**. The **Policyholder** is required to declare all active cards at **Policy Expiry Date**. Any adjusted premiums will be charged accordingly.

3. **Effective Date of Individual Insurance**

   The persons eligible for inclusion as **Insured Person** hereunder shall be **Insured Persons** declared by the **Policyholder** to **the Company**. If an **Insured Person** joins the **Policy** on the **Policy Effective Date**, cover in respect of the **Insured Person** shall start on the **Policy Effective Date**. The **Policyholder** is required to make declarations of additional **Insured Person**s at the frequency stated in the **Policy Schedule**.

4. **Termination Dates of Individual Insurance**

   Coverage of any **Insured Person** shall terminate immediately on the earliest of:

   a.) The date the **Insured Person** attains seventy (70) years of age;

   b.) The date the **Policy** is terminated;

   c.) The date the **Insured Person** is no longer eligible within the classification of **Insured Person.**

   d.) The **Premium** due date if the required **Premium** is not paid.

   e.) The claim being settled in respect of the **Insured Person**.

   Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.

5. **Renewal Conditions**

   The **Policy** may be renewed with the consent of **the Company** by payment of the **Premium** in advance at **the Company**'s rate in force at the time of renewal.

6. **Reinstatement of Policy**

   When the **Policy** terminates by reason of non-payment of **Premium**, any subsequent acceptance of a **Premium** and reinstatement of the **Policy** by **the Company** shall solely be at **the Company's** discretion and shall only cover **Loss** resulting from **Injury** sustained after the date of such reinstatement.

7. **Cancellation**

   The Company may, at any time, cancel the **Policy** with thirty (30) days written notice to the **Policyholder** delivered or mailed to the last address **the Company** has on record. Cancellation shall be without prejudice to any valid claim or **Loss** occurring prior thereto. **The Policyholder** may, at any time, cancel the **Policy** with thirty (30) days written notice to **the Company** delivered or mailed to:

   A&H Department – Cancellation Notice

   CHARTIS MEMSA Insurance Company Limited – Kuwait Branch

   Phone: 00965 22474260

8. **To Whom Benefits are Paid**

   The Company will pay benefits to the **Insured Person** (except in case of death of the **Insured Person** where benefits will be paid to the **Insured Person's** executors, administrators or trustees), subject to any **Excess** and up to the **Sum Insured** stated in the **Policy Schedule** Any payment made by **the Company** in good faith pursuant to this provision shall fully discharge **the Company** of its obligations to the extent of the payment.

9. **Medical Examination**

   The Company, at its own expense, shall have the right and opportunity to make an autopsy in case of death where it is not forbidden by law or to examine an **Insured Person** when and as often as **the Company** may reasonably require during the pendency of a claim hereunder.

10. **Change in Premium Rates at Policy Anniversary Date**

    The Company may, at any time, change the **Premium** rates for the **Policy** with thirty (30) days written notice to

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the **Policyholder** delivered or mailed to the last address **the Company has on** record.

11. **Policyholder Declarations**

    The **Policyholder** shall maintain and furnish to **the Company,** at the frequency stated in the **Policy Schedule**, the declaration of all **Insured Person** to be covered under the **Policy**.

12. **Examination and Audit**

    The Company shall be permitted to examine the **Policyholder's** records relating to the **Policy** at any time during the **Policy Period** and within three (3) years after expiration of the **Policy** or until final adjustment and settlement of all claims hereunder, whichever is later.

13. **Legal Actions**

    No action at law or in equity shall be brought to recover on the **Policy** prior to the expiration of sixty (60) days after written proof of **Loss** has been furnished in accordance with the requirements of the **Policy**. No such action shall be brought after the expiration of three (3) years after the time a written proof of **Loss** is required to be furnished.

14. **Compliance with Policy Provisions**

    Failure to comply with any of the provisions contained in the **Policy** shall invalidate all claims hereunder.

15. **Conformity With Statutes**

    Any provision of the **Policy** which, on the **Policy Effective Date**, is in conflict with statutes of the jurisdiction in which the **Policy** is issued is hereby amended to conform to the minimum requirements of such statutes.

16. **Sanctions**

    The coverage provided by this **Policy** shall be null and void if it violates any economic or trade sanctions of the United States of America or the Kuwait.

17. **Not in Lieu of Worker's Compensation**

    The **Policy** is not in lieu of and does not affect any requirement for coverage by Worker's Compensation insurance.

18. **Complaints and Disputes**

    If you have a complaint about your **Policy**, please contact:

    CHARTIS MEMSA Insurance Company Limited (Kuwait Branch)
    5th Floor, Al-Kharafi Tower, Hamad Al Saqr Street., Area 7
    Al Qibla, Kuwait City, Kuwait
    Tel: +965 2 247-4260, Fax: +965 2 247-4264
    E-mail: servicecenter-me@chartisinsurance.com

19. **Privacy Policy**

    To review our privacy **Policy** go to http://www.chartisinsurance.com/kw

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