

## **AIG MEA Limited (Kuwait Branch)**

5th Floor, Al-Kharafi Tower, Hamad Al Saqer St., Area 7

Al Qibla, Kuwait City, Kuwait

Tel: +965 (2) 2474260 | Fax: +965 (2) 2474264 | URL: [www.aig.com/kw](http://www.aig.com/kw)



### **Group Travel Policy Wording**

#### **Claims**

Call us on +965 2 247 4260 or write to us at [servicecenter-me@aig.com](mailto:servicecenter-me@aig.com) within 24 hours of loss or damage.

#### **Assistance**

Call our global assistance number +1 817 826 7276 and quote your policy number for assistance.



## I. Introduction

---

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

**Policy Schedule** always prevail over this document, if any of the conditions, terms, or definitions in this document contradict with those stated in the **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 **IV. 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 18 and 69 years of age, unless otherwise stated in the Policy Schedule.

### **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, while on a Trip, for twenty-four (24) hours a day and for any trip taken worldwide, unless otherwise stated in the Policy Schedule.

### **Law & Jurisdiction**

This Policy will be governed by the laws and subject to the jurisdiction of 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 (2) 2474260 or

Fax: +965 (2) 2474264



### **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  
AIG MEA Limited (Kuwait Branch)  
Phone: +965 (2) 2474260

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.

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.

## II. 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 as stated on the Policy Schedule. If no Beneficiary is stated on the Policy Schedule, Beneficiary will be the legal heirs of the Insured Person.

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

**Business Associate** means any Registered 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 or Dependant(s)** means the Insured's son or daughter, biological offspring, stepchildren, directly and biologically related child aged above 6 months and under nineteen (19) years of age (or under twenty three (23) years of age if a full time student) and was born outside of marriage, unmarried, and primarily dependent on the Insured for support.

**Common Carrier** means any air, land, or water motorized conveyance operated in accordance with all locally applicable laws and regulations and under a valid license for the transportation of passengers for hire for which a ticket has been issued and in which the Insured is travelling 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. Common Carrier will not mean cruise ships at sea or any conveyance that is hired or used for a sport, gamesmanship, contest and/or recreational activity, regardless if such conveyance is licensed, such as, but not limited to, race cars, bob sleds, hunting vehicles, sightseeing helicopters, fishing boats, parasailing/paragliding and boat cruises.

The **Company (Insurer)** means AIG MEA Limited (Kuwait Branch).

**Country of Residence** means the country in which the Insured Person is currently residing and holding a valid residency visa.

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

- Recommended by the attending Physician;
- Required by the standard regulations of the conveyance transporting the Insured and;
- Arranged and authorized in advance by the Claims Department.

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

- The services of a Physician;
- Hospital confinement and use of operating room;
- Anaesthetics (including administration), x-ray examinations or treatments and laboratory tests;
- Ambulance service;
- Drugs, medicines, and therapeutic services and supplies.

**Daily Benefit** means the amount payable for each day spent in the Hospital.

**Emergency Evacuation** means: (a) the Insured Person's medical condition warrants immediate transportation from the place where he is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; (b) after being treated at a local Hospital, his medical condition warrants transportation to the country where the trip commenced to obtain further medical treatment or to recover; or (c) both (a) and (b) above.

**Emergency Transportation** means any land, water or air conveyance required to transport the Insured 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 must be by the most direct and economical route possible in the circumstances.

**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, Iraq, Cuba, Iran, Syria, Sudan, North Korea, and the Crimea region 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:

- holds a valid license (if required by law);
- operates primarily for the care and treatment of sick or injured persons;
- has a staff of one or more Physicians available at all times;
- provides 24-hour nursing service and has at least one registered professional nurse on duty at all times;
- has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis;
- 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; and
- maintains X-ray equipment and operating room facilities.

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

**Individual Insured Period** means the time period corresponding to a Trip which an Insured Person takes and is declared by the Policyholder to the Company. The Individual Insured Period must begin during the Policy Period and terminate on the earliest of (a) the Policy Expiry Date, (b) the Trip's return date, (c) the date of arrival in the Country of Residence or (d) 90 days from the Trip's departure date.

**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 / Insured Person** means each person travelling on a Trip, as stated in the Policy Schedule, and is declared to the Company by the Policyholder during the Policy Period. This Policy offers coverage only to individuals ordinarily resident in Kuwait and is null and void as to nonresidents of Kuwait.

**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 / her trip.

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

**Point of Departure** means the point and/or territorial limits from which an Insured Person commences a Trip.

**Policy** means this document, the Policy Schedule and any endorsements and/or attached papers that accompany it (if any).

**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, employer 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.

**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 Trip durations 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.

**Registered Employee** means an individual who is hired to provide services to the Policyholder on a regular basis in exchange for compensation and who does not provide these services as part of an independent business. Registered Employee also refers to members of a government registered and recognized organization or association.

**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, half-brother, half-sister, aunt, uncle, niece or nephew of the Insured Person.

**Scheduled Airline** means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

**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.

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

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

**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. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s shall not be considered Terrorism. Terrorism shall also include any act which is verified or recognized as an act of terrorism by the (relevant) government of the country where the act occurs.

**Trip** means any leisure or business trip, unless otherwise stated in the Policy Schedule, that start from the Point of Departure to the destination, outside the Country of Residence, and include the return journey to the Point of Departure or to the Country of Residence. Trip should start and end within the time frame of the Individual Insured Period.

**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.

### III. Benefits

#### 3.1. Personal Accident Benefits (Accidental Death, 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 <b>Accident</b> : 100%	
b.	Death as a direct result of exposure to the elements of nature as a direct result of an <b>Accident</b> : 100%	
2. Accidental Death (Common Carrier)		
a.	As a result of an <b>Accident</b> : 100%	
b.	Death as a direct result of exposure to the elements of nature as a direct result of an <b>Accident</b> : 100%	
3. Permanent Total Disability		
a.	As a result of an <b>Accident</b> : 100%	
b.	Permanent Total Disability as a direct result of exposure to the elements of nature as a direct result of an <b>Accident</b> : 100%	
4. Permanent Partial Disability		
	RIGHT	LEFT
For total <b>Loss</b> of an upper member	70%	60%
For total <b>Loss</b> of the hand or forearm	60%	50%
For total <b>Loss</b> of a lower member above knee	60%	60%
For total <b>Loss</b> of a lower member at the level of the knee or below	50%	50%
For total <b>Loss</b> of a foot	40%	40%
For total deafness, both ears	40%	
For total <b>Loss</b> of visual acuity of one eye	25%	
For total <b>Loss</b> of visual acuity of both eyes	100%	
For total <b>Loss</b> 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 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, 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).
7. Accidental Death (Common Carrier) must occur while the Insured Person is riding as a passenger in or on, boarding or alighting from, a Common Carrier.

### 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.
- 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. Expenses 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 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 Service or a Physician who certifies that the severity or the nature of Insured Person's Injury or Sickness warrants his evacuation.

### 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.

#### 3.9.2 Specific Exclusions

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

- (a) Expenses which are not exclusively medical in nature;
- (b) 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:

- (a) Examinations where there is no objective indication or impairment in normal health;
- (b) Expenses which are not exclusively medical in nature;
- (c) 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, subject to any Excess, up to the Sum Insured stated in the Policy Schedule, for emergency replacement of clothing, medication, and toiletries if the baggage is delayed, misdirected, or temporarily misplaced by a carrier.

#### 3.12.1 Specific Conditions

- (a) 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.
- (b) The baggage delay must exceed the Excess.
- (c) Confiscation or requisition by customs or other government authority cannot form the basis of a claim for loss or expenses.
- (d) 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.
- (e) If baggage appears to be delayed or lost at the destination airport, the Insured Person must formally notify the relevant carrier airline immediately. Evidence of notification should be provided

### 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:

- (a) The Insured Person must allow enough time to arrive at his original departure point at or before the recommended time;
- (b) 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:

- (a) The Insured Person not wanting to travel;
- (b) Any extra costs resulting from the Insured Person not informing their travel provider, as soon as the Insured Person knew about cancelling the Trip;
- (c) 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;
- (d) Pregnancy or childbirth;

### 3.15. Trip Interruption

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.

1. The Insured Person's death; or
2. 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; or
3. Death of a Relative; or
4. 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:

- (a) Any extra costs resulting from the Insured Person not informing their travel provider, as soon as the Insured Person knew about cancelling the Trip.
- (b) 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.
- (c) 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.
- (d) If the Insured Person has to cut short the Trip and does not return to the Country of Residence.
- (e) Pregnancy or childbirth;

### 3.16. Replacement & Rearrangement of Staff

The Company will reimburse the Policyholder, subject to any Excess, up to the Sum Insured stated in the Policy Schedule for travel and accommodation expenses that the Policyholder Insured Person has paid or has agreed to pay under a contract and which the Policyholder Insured Person cannot get back i.e. non-refundable ticket and local Public Transportation incurred to replace the Insured Person by a Business Associate due to Sickness, Injury or death to the Insured Person or his Relative preventing him from taking the Business Trip.

### 3.16.1 Specific Limitations

The Insured Person is prevented from taking his Business Trip if:

- (a) A Physician has recommended that due to the severity of the Insured Person's Sickness or Injury, the Insured Person should not travel.
- (b) The severity or acuteness of Sickness or Injury to a Relative or the conditions and circumstances surrounding it is/are such that an ordinarily prudent person must cancel the Business Trip.
- (c) The Insured Person or a Relative dies.

### 3.17. 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.

### 3.18. 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 arising out of robbery, burglary, or theft and that were in Insured Person's care, custody, and control.

#### 3.18.1 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.

#### 3.18.2 Specific Exclusions

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

- (a) Loss as a result of detention or confiscation by any lawfully constituted authority;
- (b) Loss not reported to the police within 24 (twenty four) hours after the discovery of such Loss;
- (c) Loss recoverable under another insurance or from another source.
- (d) Loss in respect of shortage due to error, omission, exchange transaction or depreciation in value;
- (e) Mysterious disappearance.

### 3.19. 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.

#### 3.19.1 Specific Exclusions

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

- (a) Loss as a result of detention or confiscation by any lawfully constituted authority;
- (b) Loss recoverable under another insurance or from another source;
- (c) Loss of cash, bank notes, travellers cheque, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
- (d) 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;

- (e) Loss in respect of shortage due to error, omission, exchange transaction or depreciation in value;
- (f) Loss not reported to the police within 24 (twenty four) hours after the discovery of such Loss;
- (g) Mysterious disappearance.

### 3.20. 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:

1. 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.
2. 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.
3. The Insured Person must take every possible step to ensure that their laptop computer is not left unattended;
4. Only one laptop per Insured Person and per Trip is eligible under this coverage.

#### 3.20.1 Specific Exclusions

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

- (a) Loss or damage caused by wear and tear or damage due to gradual deterioration, moths, vermin, inherent vice;
- (b) Damage sustained due to any process to repair, clean or alter any laptop computer;
- (c) Loss or damage to hired or leased laptop computer;
- (d) 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;
- (e) Loss or damage to laptop computers recoverable under another insurance or from another source;
- (f) Loss to the Insured Person's laptop computer sent in advance, mailed or shipped separately;
- (g) Loss of business goods or samples or equipment of any kind;
- (h) Loss of data recorded on tapes, cards, discs or otherwise;
- (i) Loss in respect of shortage due to error, omission, exchange transactions or depreciation in value;
- (j) Loss not reported to the police within twenty four (24) hours after the discovery of such Loss;
- (k) Mysterious disappearance.

### 3.21. 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.

#### 3.21.1 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.

### 3.21.2 Specific Exclusions

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

- (a) The following classes of property: animals, birds, fish, motor vehicles (including accessories), motorcycles, boats, motors, any conveyance, snow skis, household effects, antiques, computers (including software and accessories), contact or corneal lenses, artificial teeth or limbs, hearing aids, music instruments, perishables, consumables, money, securities, tickets or documents;
- (b) Loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice;
- (c) Damage sustained due to any process to repair, clean or alter any property;
- (d) Loss of or damage to hired or leased equipment;
- (e) 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;
- (f) Loss or damage to laptop computers recoverable under another insurance or from another source;
- (g) Loss of Insured Person baggage left unattended 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;
- (h) Loss of the Insured Person's baggage, souvenirs or articles sent in advance or mailed or shipped separately;
- (i) Loss of business goods or samples;
- (j) Loss of data recorded on tapes, cards, discs or otherwise;
- (k) Inherent vice or damage;
- (l) Transporting contraband or illegal trade;
- (m) Mysterious disappearance;
- (n) Breakage of brittle or fragile articles, cameras, musical instruments, radios and similar property.

### 3.22. 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.

### 3.23. Kidnap & Ransom

The Company will reimburse the Insured Person, subject to any Excess, up to the Sum Insured stated in the Policy Schedule for Loss of Ransom Monies paid by or on behalf of the Insured Person resulting directly from the following incidents occurring during the Trip:

1. Kidnapping and ransom, alleged Kidnapping or Extortion of the Insured Person – The Company will reimburse the Insured Person for the Loss of Ransom Monies paid by him or on his behalf.
2. In-Transit/Delivery – The Company will reimburse the Insured Person for Loss due to destruction, disappearance or wrongful appropriation of Ransom Monies while being delivered to persons demanding the Ransom Monies.
3. Reward – The Company will reimburse the Insured Person for the Sum Insured agreed to be offered in the Policy Schedule and paid by the Insured Person to any informant for information leading to the arrest and conviction of individual(s) responsible for the Loss.
4. Expenses – The Company will reimburse the Insured Person for expenses incurred for the purpose of investigating a Kidnapping or Extortion, paying Ransom Monies, negotiating or obtaining the release of any Insured; provided that such Kidnapping or Extortion is insured hereunder.

The Insured Person agrees to reimburse the Company for any payment made by the Company which are ultimately determined not to be covered because of the application of the above exclusions.

#### 3.23.1 Conditions Precedent to Liability

- (a) As a condition precedent to the Company's liability, the Insured Person or those acting on his behalf will have approved the payment of Ransom Monies.
- (b) In the event of the Insured Person's Kidnapping or Extortion during the Trip and prior to the payment of any Ransom Monies, the Insured Person or those acting on his behalf will make every reasonable effort to:
  - i. Determine that the Kidnapping has actually occurred;
  - ii. Give immediate verbal and written notice to the Company with periodic and timely updates concurrent with activity occurring during the incident; and
  - iii. If it appears to be in the Insured Person's best interest, notify the national or appropriate law enforcement agency having jurisdiction over the matter.
- (c) Confidentiality: the Insured Person will use all reasonable efforts not to disclose the existence of the Policy. This condition will also apply to any Excess or other insurance the Insured Person or the Policyholder may have.

#### 3.23.2 Special Notification of Claim

These expenses must be authorized in advance by the Assistance Service(See Benefit 4.25). The Policyholder must notify us as soon as reasonably possible in the event of any Kidnap & Ransom 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 Policyholder notified us as soon as reasonably possible.

#### 3.23.3 Specific Definitions

**Kidnapping** means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one (or more) Insured (except a minor by his/her parents) by one person or collaborating persons for the purpose of demanding Ransom Monies.

**Extortion** means any threat for the purpose of demanding Ransom Monies communicated to the Insured to kill, physically injure or kidnap the Insured, provided that at the time of the threat such Ransom Monies are not being carried by,

transported by or otherwise in the actual physical possession of the Insured so threatened.

**Loss for the purposes of this Benefit 4.21 Kidnap & Ransom** means the total of Ransom Monies, net of all recoveries, which the Insured Person shall have (1) paid by reason of any one Kidnapping or Extortion; or (2) lost while being delivered by reason of any one Kidnapping, alleged Kidnapping or Extortion.

**Ransom Monies** means any monies which the Insured Person shall have paid or shall have lost under circumstances described in 1 (Kidnapping and Ransom) or 2 (In Transit / Delivery) above. The term "Monies" as used herein shall include cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

#### 3.23.4 Specific Exclusions

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

- (a) The fraudulent, dishonest, or criminal acts of the Policyholder, the Insured Person or any person authorized by the Insured Person to have custody of Ransom Monies.
- (b) Confiscation or expropriation of reward or Ransom Monies by any governmental authority.
- (c) This benefit will not apply in the Insured Person's Country of Residence.

#### 3.24. 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.

##### 3.24.1 Specific Limitations

- (a) 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.
- (b) No offer, promise, payment or indemnity may be made by the Insured Person without the Company's prior written consent.

##### 3.24.2 Special Notification of Claim

- (a) 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.
- (b) Every letter, writ, summons and / or process must be forwarded to the Company as soon as possible.
- (c) The Company is entitled to take over the defense and settlement of claim in the name of the Insured Person for the Company's benefit. The Company shall have full discretion in the conduct of any proceedings and settlement of the claim.
- (d) The Company may at any time pay the Insured Person, 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.
- (e) 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.

- (f) 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.

### 3.24.3 Specific Exclusions

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

- (a) injury to the Insured Person or to any Relative ordinarily residing with him;
- (b) injury to any of the Policyholder's employees whether arising out of or in the course of employment;
- (c) Loss of or damage to property owned by or in control of the Insured Person or Relative ordinarily residing with him;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) Loss of or damage to property or injury as a result of any willful or malicious act of the Insured Person.
- (h) any contract, unless such liability would have risen in the absence of that contract;
- (i) judgments which are not, in the first instance, either delivered by or obtained from a court of competent jurisdiction within Kuwait or the country in which the action giving rise to the Insured Person's liability occurred; nor
- (j) any claim for fines, penalties, punitive, exemplary, aggravated or vindictive damages.

### 3.25. 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 Point of Departure or 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.

#### 3.25.1 Special Notification of Claim

These expenses must be authorized in advance by the Assistance Service (See Benefit 3.26).

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.

### **3.26. 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 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.

#### **3.26.1 Special Notification Of Claim**

These expenses must be authorized in advance by the Assistance Service (See Benefit 3.26).

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.

### **3.27. Bail Bond / KAFALA**

The Company will reimburse Bail Bond or Kafala costs 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 Table of Benefits.

### 3.28. Passive War Extension

In consideration of an additional premium, it is hereby understood and agreed that **exclusion #3** under **IV. Uniform Exclusions** is deleted in its entirety for up to 7 days following an outbreak in order for the Insured(s) to leave the territory.

The Company may cancel this Policy or amend the rates in-force under this Policy within a 7 days written notice delivered to the Policyholder or mailed to the last address as shown by the records of the Company, stating, when not less than seven (7) days thereafter, such change shall be effective for the remainder of the Master Policy Period. Such cancellation shall be without prejudice to any valid claim or originating prior thereto.

Exclusions - It is further understood and agreed the coverage hereunder shall not apply if the Insured's Injury or death is due directly or indirectly to his taking an **active** part in any of the following events:

War or warlike operation, invasion, act of foreign enemy, hostilities (whether War has been declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, civil commotion, conspiracy, military or usurped power, martial law, or state of siege; or any of the events or causes which determine the proclamation of or enforcement of martial law or state of siege, seizure, quarantine; or customs regulations; or nationalization by or under the order of any government or public or local authority.

Notwithstanding the above, Passive War Extension is always excluded for nationals in their country of origin.

### 3.29. Terrorism Extension

In consideration of an additional premium, it is hereby understood and agreed that **exclusion #4** under **IV. Uniform Exclusions** is deleted in its entirety.

The Company may cancel this Policy or amend the rates in-force under this Policy within a 7 days written notice delivered to the Policyholder or mailed to the last address as shown by the records of the Company, stating, when not less than seven (7) days thereafter, such change shall be effective for the remainder of the Master Policy Period. Such cancellation shall be without prejudice to any valid claim or originating prior thereto.

Exclusions - It is further understood and agreed the coverage hereunder shall not apply if the Insured's Injury or death is due directly or indirectly to his taking an **active** part in the Act of Terrorism.

**Act of Terrorism.**

#### Aggregate Limit

The Company shall not be liable for any amount in excess of the Aggregate Limit stated on the Policy Schedule. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under this Policy exceeds such Aggregate Limit, the maximum indemnity payable to anyone Insured will be a percentage of the indemnity otherwise payable. The percentage will be determined by dividing the Aggregate Limit by the aggregate amount of all such indemnities.

### 3.30. Assistance Service

#### 24 Hours Assistance

**Phone number: 001 – 817 – 826 – 7276**

The Assistance Service will provide the following services:

#### **Pre-Departure Services**

Prior to departure, the Insured Person may contact the Assistance Service 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 Service will also arrange for special medical care en-route (i.e. dialysis, wheelchairs, etc.) if so required.

#### **Emergency Travel Agency**

The Assistance Service agrees to provide the Insured Person with 24 (twenty four) hour travel agency service for airline and hotel reservations. The Assistance Service 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 Service for the Insured Person.

#### **General Assistance**

The Assistance Service will serve as a central point for translation and communication for the Insured Person during emergencies. The Assistance Service 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 Service 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 Service is notified of a medical emergency resulting from the Insured Person's Accident, Injury or Sickness, the Assistance Service 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 Service 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 Service 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 Service 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 Service 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 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 Service 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 Service that the Insured Person luggage or passport has been lost, the Assistance Service 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 Service 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 Service provides this service to supplement the facilities of the Insured Person's credit cards. Credit card transactions performed by the Assistance Service are subject to confirmed credit.

**Disclaimer of Liability**

In all cases, the medical profession or any attorney suggested by the Assistance Service shall act in a medical or legal capacity on the Insured Person's behalf only. The Assistance Service 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 Service 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 Service for the Insured Person. The Assistance Service 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.

#### IV. 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 or warlike operation, invasion, act of foreign enemy, hostilities (whether War has been declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, civil commotion, conspiracy, military or usurped power, martial law, or state of siege; or any of the events or causes which determine the proclamation of or enforcement of martial law or state of siege, seizure, quarantine; or customs regulations; or nationalization by or under the order of any government or public or local authority;
4. Act of Terrorism;
5. 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;
6. 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;
7. 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;
8. 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;
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 Person 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.
23. Any medical condition related to or arising from hypertension, 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. Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons;



40.

- a) Planned or actual travel in, to, or through Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region.
- b) Actual travel in, to, or through Afghanistan or Iraq.

## V. 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 sum of all Trip durations and the "Plan Selected" as defined in the Policy Schedule. The Policyholder is required to declare all Trip durations 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. Additional eligible persons shall become Insured Persons starting on the date their details are declared to the Company. The Policyholder is required to make declarations of additional Insured Persons 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 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  
AIG MEA Limited (Kuwait Branch)  
5th Floor, Al-Kharafi Tower, Hamad Al Saqer St., Area 7  
Al Qibla, Kuwait City, Kuwait  
Phone: +965 (2) 2474260

**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 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 last name, first name, age, occupation, salary, nationality 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. 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.

**17. Complaints and Disputes:**

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

Customer Service Group  
AIG MEA Limited (Kuwait Branch)  
5th Floor, Al-Kharafi Tower, Hamad Al Saqer St., Area 7  
Al Qibla, Kuwait City, Kuwait  
Tel: +965 (2) 2474260, Fax: +965 (2) 2474264  
E-mail: [servicecenter-me@aig.com](mailto:servicecenter-me@aig.com)

**18. Economic Sanctions Exclusion**

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.

**19. Consumer Notice Analysis**

AIG is subject to compliance with US sanctions laws. For this reason, this policy does not cover any loss, injury, damage or liability, benefits, or services directly or indirectly arising from or relating to a planned or actual trip to or through Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region. In addition, this policy does not cover any loss, injury, damage or liability to residents of Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region. Lastly, this policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any individual or entity identified on any applicable government watch lists as a supporter of terrorism, narcotics or human trafficking, piracy, proliferation of weapons of mass destruction, organized crime, malicious cyber activity, or human rights abuses.

**20. Data Disclosure:**

By executing this application or by entering into this contract of Insurance, the Insured Person consents to the Company processing data relating to the Insured Person for providing insurance products and services, legal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to the Insured Person.

The Insured Person consents to the Company 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 Person's country of domicile.

To review our privacy policy go to: <http://www.aig.com/kw>