



# Claims

Call us on **+965 22961833** 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. Introductory Clauses

### **Period of Coverage**

This Policy's coverage will commence on the Start Date of Cover appearing on the Policy Schedule.

This policy must be purchased before the Insured Person travels out of Kuwait.

This Policy will provide cover for Insured Journeys that are:

- 1. Booked after; or
- 2. Commenced after; the Start Date of Cover appearing on the Policy Schedule.

### **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.

### **Premium Payments**

The Insured Person is liable for the Premium; the Premium is payable in advance and the Company shall not be liable for any claim arising under this Policy that occurs prior to receipt of the premium. The Company shall not be obliged to accept premium tendered to it or to any intermediary after such date, but may do so upon such terms as it in its sole discretion may determine. The Company reserves the right to ask for proof of payment of premium at any time. Such proof must be to the Company's satisfaction.

#### **Maximum Amount Payable**

- 1. No Insured Person shall be entitled to recover a benefit exceeding 100% of the sum for an Insured Event as reflected in the Table of Benefits.
- 2. If two or more travel policies issued by the Company or any other member company of (GULF INSURANCE GROUP) apply to the same claim, the maximum amount payable by GULF INSURANCE GROUP or a member company under all such policies shall not exceed the limit of liability of whichever of such policies has the highest applicable limit of liability. Nothing contained herein shall be construed to increase the limit of liability of this Policy.

### Cancellation

The Company may cancel the Policy at any time by written notice delivered to the Insured Person or mailed to the last address as shown by the records of the Company stating not less than seven (7) days thereafter such cancellation shall be effective. Such cancellation shall be without prejudice to any valid claim-originating prior thereto.

In the event the individual insurance offered to an Insured Person under the Policy for which the Premium has been paid in advance is cancelled by written notice delivered to the Company and by returning the original copy of the Policy (if applicable) prior to the Insured Journey commencements, 100% of the Premium shall be refunded, unless claim is incurred prior to the Insured Journey Commencement.

This Policy cannot be extended or cancelled following the commencement of the Insured Journey.

### Termination

This Policy will terminate on the earliest of the following dates:

- 1. The date the Insured Person returns to the Country of Residence. For Annual Multiple Entry plan, cover will terminate upon Insured Person's return to the Country of Residence or upon completion of the 90 day limit on Insured Journey, whichever is earlier; or
- 2. The date that Period of Coverage gets over; or
- 3. The date that the Insured Person reaches the maximum age; or
- 4. The date the Insured person is no longer eligible within the classification of Insured Persons; or
- 5. The date the benefits are paid to the extent of the Sum Insured in respect of any Insured.

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

### **Complaints, and Disputes**

If you have any complaint, dispute or inquiry about your Policy, please contact:

GULF INSRANCE & REINSURANCE COMPANY (GIG)

Al Ahmed Al-Jaber St., Al-Sharq, Kuwait

Phone: +965-1802080

Fax: +965-22961833

E-mail: travel@gig.com.kw

Working Hours: Sunday to Thursday, from 08:00 to 15:00

#### Data Disclosure

By entering this contract of Insurance, the Insured consents to the Insurer processing data relating to the Insured 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.

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

# II. Coverage provided under this policy

### 2.1 Insurance Plan

The Policy Schedule refers to the persons insured under this Policy by reference to the "Plan Selected". The Plan names are as follows:

- 1. Platinum
- 2. Gold
- 3. Silver

### 2.2 Platinum Plan

Scope / Territory: 24 Hours / Worldwide, but excluding Afghanistan, Iraq, Cuba, Iran, Syria, Crimea region, Donetsk People's Republic (DNR), Luhansk, People's Republic (LNR), North Korea, Russia, Ukraine, Belarus, and Country of Residence.

# 2.2.1 Table of Benefits

Insured Event	Sum Insured
Section 1 - Personal Accident Benefits	Principal Sum Insured: US\$150,000
Accidental Death	100% of the Principal Sum Insured
Permanent Partial Disability	% of the Principal Sum Insured as per scale.
Permanent Total Disability	100% of the Principal Sum Insured
Section 2 - Medical and Related Benefits	
Emergency Medical Expenses (Accident & Sickness) Deductible	US\$500,000 US\$100
Dental Expenses Per Tooth	Included in Emergency Medical Expenses and up to a maximum of \$1,000 \$200
Emergency Medical Evacuation	Included in Emergency Medical Expenses
Section 3 - Travel Inconvenience Benefits	
Baggage Loss (Common Carrier) Per Bag Per Item	US\$2,500 US\$1250 US\$125

Baggage Delay	US\$50 per hour up to US\$1,000		
Excess	4 Hours		
Travel Delay	US\$50 per hour up to US\$1,000		
Excess	4 Hours		
Personal Liability	US\$1,000,000		
Repatriation of Remains	US\$10,000		
Hijacking	US\$250 per hour up to US\$10,000		
Emergency Family Travel	US\$2,500		
Legal Fees	US\$5,000		
Bail Bond	US\$10,000		
Loss of Passport	US\$500		
Trip Cancellation or Curtailment	US\$5,000		
Missed Departure	US\$1,000		
Assistance Department	Covered		
Section 4 - Additional Optional Coverage:			
Hazardous Sports Benefits	Amount noted for the applicable cover un- der 4.5.1 HAZARDOUS SPORTS BENEFITS		
Terrorism Extension	Amount noted for the applicable cover above or US\$100,000 whichever is less		

- Family includes Insured Person, Spouse, and unlimited number of Children.
- Children (Under 18 years) are charged only 50% of the premium charged for adults (Except on Family Plans)
- Children are covered for 10% of the Insured Person Sum Insured and up to a maximum of US\$10,000 under Accidental Death.

# 2.3 Gold Plan

Scope / Territory: 24 Hours / Worldwide, but excluding Afghanistan, Iraq, Cuba, Iran, Syria, Crimea region, Donetsk People's Republic (DNR), Luhansk, People's Republic (LNR), North Korea, Russia, Ukraine, Belarus, and Country of Residence.

# 2.3.1 Table of Benefits

Insured Event	Sum Insured		
Section 1 - Personal Accident Benefits	Principal Sum Insured US\$25,000		
Accidental Death	100% of the Principal Sum Insured		
Permanent Partial Disability	% of the Principal Sum Insured as per scale.		
Permanent Total Disability	100% of the Principal Sum Insured		
Section 2 - Medical and Related Benefits			
Emergency Medical Expenses (Accident & Sickness)	US\$100,000		
Deductible	US\$100		
Dental Expenses	Included in Emergency Medical Expenses and up to a maximum of US\$1,000		
Per Tooth	US\$200		
Emergency Medical Evacuation	Included in Emergency Medical Expenses		
Section 3 - Travel Inconvenience Benefits			
Baggage Loss (Common Carrier) Per Bag	US\$1,000 US\$500		
Per Item	US\$50		
Baggage Delay	US\$50 per hour up to US\$500		
Excess	4 Hours		
Travel Delay	US\$50 per hour up to US\$500		
Excess	4 Hours		
Personal Liability	US\$500,000		

Repatriation of Remains	US\$7,000
Loss of Passport	US\$300
Trip Cancellation or Curtailment	US\$2,500
Assistance Department	Covered
Section 4 - Additional Optional Coverage:	
Hazardous Sports Benefits Terrorism Extension	Amount noted for the applicable cover un- der 4.5.1 HAZARDOUS SPORTS BENEFITS Amount noted for the applicable cover above or US\$100,000 whichever is less

- Family includes Insured Person, Spouse, and unlimited number of Children.
- Children (Under 18 years) are charged only 50% of the premium charged for adults (Except on Family Plans)
- Children are covered for 10% of the Insured Person Sum Insured and up to a maximum of US\$10,000 under Accidental Death.

### 2.4 Silver Plan

Scope / Territory: 24 Hours / Worldwide, but excluding Afghanistan, Iraq, Cuba, Iran, Syria, Crimea region, Donetsk People's Republic (DNR), Luhansk, People's Republic (LNR), North Korea, Russia, Ukraine, Belarus, and Country of Residence.

### 2.4.1 Table of Benefits

Insured Event	Sum Insured		
Section 1 - Personal Accident Benefits	Principal Sum Insured US\$25,000		
Accidental Death (Common Carrier Only)	100% of the Principal Sum Insured		
Section 2 - Medical and Related Benefits			
Emergency Medical Expenses (Accident & Sickness) Deductible	US\$50,000 US\$100		
Dental Expenses Per Tooth	Included in Emergency Medical Expenses and up to a maximum of US\$1,000 US\$200		

Emergency Medical Evacuation	Included in Emergency Medical Expenses		
Section 3 - Travel Inconvenience Benefits			
Repatriation of Remains	US\$5,000		
Assistance Department	Covered		
Section 4 - Additional Optional Coverage:			
Hazardous Sports Benefits Elder Extension up to 75 years	Amount noted for the applicable cover un- der 4.5.1 HAZARDOUS SPORTS BENEFITS Amount noted for the applicable cover above		

- Family includes Insured Person, Spouse, and unlimited number of Children.
- Children (Under 18 years) are charged only 50% of the premium charged for adults (Except on Family Plans)
- Children are covered for 10% of the Insured Person Sum Insured and up to a maximum of US\$10,000 under Accidental Death.
- For Elder Extension up to 75 years of age, there is a 100% additional loading on premiums for Silver Plan only.

# **III. Definitions**

In this Policy the following definitions apply:

**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 Deat**h 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** mean 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 Travel Insurance Certificate. If no Beneficiary is stated on the Travel Insurance Certificate, Beneficiary will be the legal heirs of the Insured Person and if "Family Plan" is selected, then the Beneficiary, in case of death of the Spouse or the child, is the Insured Person.

**Children** means the Insured Person's dependent children who are not in full-time employment and who are between the ages of 3 months and 18 years (or under the age of 23 years provided they are in full-time education), unmarried, not pregnant, without children and primarily dependent on the Insured Person for support.

**Common Carrier / Public Conveyanc**e 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.

**Contact Sport** means any sport in which physical contact between players is an accepted part of play.

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

**Day** means a period of 24 consecutive hours including the day of admission but excluding the day of discharge.

**Effective Date of Coverage** means the Start Date of Cover as shown on the Policy Schedule. Cover cannot start after an Insured Journey has begun.

**Emergency Evacuation** means: (a) the Insured Person 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.

**Excess / Deductible** means the first amount, or period, of each and every loss payable by the Insured Person.

**Hazardous Sports** means skiing, land-skiing, mono-skiing, cross-country skiing, heli-skiing, off-piste skiing (only when accompanied by an official guide), ice skating (no speed skating), snowboarding, ski boarding, sledging, tobogganing, fishing, sail boarding, sailing, surfing, water skiing, wind surfing.

**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.

**Illness / Sickness** means any fortuitous sickness or disease contracted, commencing or first manifesting itself during an Insured Journey.

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

**Insured Card** means all Credit Cards held by the Insured Person (s) but not by those under 18 years of age.

**Insured Event** means an event stated in the purchased plan's Table of Benefits in Section 2.

**Insured Journey** 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 Insured Journey should start and end in the Insured Person's Country of Residence and within the time frame of the period of coverage.

**Insured Person** means the person aged between 3 months and 70 years with an optional extension to 75 years under "Silver Plan", whose name appears on the Policy Schedule, and who pays for the required premium.

For "Family Plan", Insured Person will mean the person whose name appears as the Insured Person on the Policy Schedule, Spouse, and Children whose names also appear on the Policy Schedule.

This Policy offers coverage only to individuals ordinarily resident in Kuwait and is null and void as to nonresidents of Kuwait.

**Insurer** means the entity underwriting this Policy, GULF INSURANCE GROUP MEA Limited (Kuwait Branch).

**Manual Labor** means physical labor involving the use of hands or the use or operation of mechanical or non-mechanical machinery or equipment.

**Medical Expenses** means all Reasonable and Customary Charges for Illness or Injury on an Insured Journey resulting in hospitalization, surgical or other diagnostic or remedial treatment given or prescribed by a Medical Practitioner.

**Medical Practitioner** means a person registered with a current, legal license to practice medicine, but excludes an Insured Person or Insured Person's Relative.

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

Period of Coverage means the period chosen by the Insured Person as per Policy Schedule.

**Permanent Total Disablement** means total and absolute disablement which entirely prevents the Insured Person from engaging in or giving attention to any occupation and which will in all probability be lasting and continuous for his lifetime.

**Personal Effects** mean 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 from which an Insured Person commences an Insured Journey, from within the territorial limits of his Country of Residence.

**Policy** means this document and Policy Schedule.

**Policy Schedule or Policy Confirmation** means the document which gives details such as, but not limited to, benefits, Premiums, conditions, limits and cover the Insured Person has.

**Pre-Existing Medical Conditions** a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a two year period preceding the Effective Date of Coverage, or a condition for which hospitalization or surgery was required within a five year period preceding the Effective Date of Coverage.

**Professional Player** means an Insured Person who earns in excess of 50% of his income from playing sport or who participates in a sport that remunerates him as a means of livelihood.

**Public Conveyance** means any 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.

**Reasonable and Customary Charges** means the charges which: (a) are medically required for the treatment, supplies or medical service to treat an Insured Person's condition; (b) do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred, and (c) do not exceed the charges for treatment that would have been made if no insurance existed.

**Related Expenses** means additional accommodation and traveling expenses, excluding telephone costs, meals and beverages of necessity incurred by any one person, who on the advice of a Medical Practitioner appointed by the Company remains with or escorts the Insured Person until completion

of his Insured Journey or until he resumes the Insured Journey or returns to the Point of Departure, whichever occurs first.

**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.

Ski equipment means skis, poles, boots and bindings, snow boards or ice skates.

**Spouse** wherever used in the policy shall mean the Insured Person's legally married husband or wife between the ages of 18 years and 70 years with an optional extension to 75 years under "Silver Plan" only.

Table of Benefits means the benefit tables shown in Section 2.

**Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. 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 Terrorist Acts. 'Terrorist Act' 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.

**Third Party** means any person other than the Insured Person, his spouse or common-law partner, child, parent, friend or relative.

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

**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.

# **IV. Benefits**

### 4.1 PERSONAL ACCIDENT BENEFITS

If an Insured Person sustains an Injury resulting in an Insured Event described in the Table of Benefits below, the Company will pay the Insured Person or his legal representative the compensation as stated in the Table of Benefits.

### **A. TABLE OF BENEFITS**

Insured Event Compensation Stated as a Percentage of the Principal Sum Insured

### **Insured Event**

#### Accidental Death (AD)

- As a result of an Accident: 100%
- Death as a direct result of exposure to the elements of nature as a direct result of an Accident: 100%

### Permanent Total Disability (PTD)

- As a result of an Accident 100%
- Permanent Total Disablement as a direct result of exposure to the elements of nature as a direct result of an Accident 100%

#### Permanent Partial Disability (PPD)

	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 schedule as a result of anyone accident, the total indemnity payable hereunder is established by adding the indemnity corresponding to each single loss up to a maximum limit of 100% of the Principal Sum.

### **B. SPECIFIC CONDITIONS**

- 1. The Company will not pay for any benefit in respect of:
  - A. Permanent Total Disablement except on submission of satisfactory proof to the Company that the disablement 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 for 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 Disablement and the claim in relation to that disability is admitted and accepted, the benefit will be paid and all cover under Section 4.1 in respect of such Insured Person shall cease.
- 3. The diagnosis and determination of Permanent Total Disablement or any Permanent Disability must be made and documented by a Medical Practitioner and must be continuous and permanent for at least 12 consecutive months from the onset of the disablement. However: a) for Permanent and Total Loss of Speech, the loss of the ability to speak must be continuous and permanent for at least 12 consecutive months and medical evidence must confirm Permanent and Total Loss of Speech and all psychiatric related causes must be excluded; and b) for Permanent and Incurable Paralysis, the loss of use must be continuous and permanent for at least 12 consecutive months from the paralysis.
- 4. If the Insured Person's existing ailment, infirmity or other abnormal physical or mental condition is aggravated by an Accident, the Benefit amount will be determined by the degree of the deterioration of the existing ailment after the Accident and the Benefit will be paid accordingly. 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 benefit 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 benefit has been or will be paid under this Policy.
- 6. If an Insured Person dies of natural causes prior to the final disablement assessment relating to an Insured Event, the Company will pay what reasonably would have had to be paid for such Permanent Disability in accordance with Specific Condition 1(b) above.
- 7. Children are covered for 10% of the Insured Person Principal Sum Insured and up to a maximum of \$10,000 under Accidental Death and Accidental Death Common Carrier

8. Children are excluded from any benefit for occupational disability under Permanent Total Disablement.

# 4.1.1.2 SPECIFIC EXCLUSION

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

# 4.1.1.3 ACCIDENTAL DEATH (COMMON CARRIER)

If a covered Injury results in death of an Insured Person within one hundred and eighty (180) days after the date of the accident, the Company will pay the compensation as stated in the Table of Benefits. Injury must occur while the Insured Person is riding as a passenger in or on, boarding or alighting from, a Common Carrier.

# 4.2 MEDICAL AND RELATED EXPENSES

# 4.2.1 EMERGENCY MEDICAL EXPENSES (ACCIDENT & SICKNESS)

If a Insured Person whilst traveling on an International Journey incurs Medical Expenses as a result of Illness or Injury, the Company will pay for those expenses up to the amount as stated in the Table of Benefits.

# **4.2.2 DENTAL EXPENSES**

The Company will pay 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 Illness or Injury whilst on an International Journey, these expenses will form part of the benefit amount as stated in the Table of Benefits with limit of \$200 per tooth.

# 4.2.3 SPECIFIC CONDITIONS

- 1. Medical Expenses as a result of emergency dental treatment are limited to dentistry received within 30 days of the Accident.
- 2. Medical and Related Expenses shall only be paid until such time as a Medical Practitioner appointed by the Company decides that a Insured Person is capable of being repatriated. If the Insured Person is capable of being repatriated and elects not to return to the Point of Departure, all expenses incurred in respect of the occurrence will be for the Insured Person's own account.

# 4.2.4 SPECIFIC EXCLUSION

The Company will not pay for any medical expenses:

- 1. incurred for continuing treatment, including any medication commenced prior to the commencement date of the Contributed Journey, which the Insured Person has been advised to continue whilst on an Contributed Journey; or
- 2. incurred due to investigatory treatment that is not specified by a Medical Practitioner as immediately necessary; or
- 3. for fillings or crowns of precious metal; or

- 4. for any procedures relating to dental or oral hygiene; or
- 5. for specialist Medical Treatment without referral from a Medical Practitioner; or
- 6. relating to contraceptive devices, prosthetic devices, medical appliances or artificial aids; or
- 7. for preventative treatment, including but not limited to any vaccination and/or immunization;
- 8. Incurred in Country of Residence

# 4.2.5 EMERGENCY MEDICAL EVACUATION

The Company will pay the usual Reasonable and Customary charges up to the maximum shown in the Table of Benefits shown on the Policy for covered expenses incurred if Injury or Sickness results in the Insured Person 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 the Insured Person Injury or Sickness warrants his Evacuation.

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

# **4.3 TRAVEL INCONVENIENCE BENEFITS**

# 4.3.1. BAGGAGE LOSS (COMMON CARRIER) (SILVER PLAN EXCLUDED)

The Company will pay benefits if the Insured Person baggage, which is in the care, custody and control of a Common Carrier, is lost due to theft or due to misdirection by a Common Carrier while he is a ticketed passenger on the Common Carrier during the trip.

The Company will reimburse up to the maximum shown in the Table of Benefits, for the cost of replacement of the baggage and its contents. All claims must be verified by the Common Carrier.

The maximum amount to be reimbursed per bag is 50% and the maximum value per article contained in any bag is 10% of the amount stated in the Table of Benefits. There is also a combined maximum limit of 10% of the amount stated in the Table of Benefits for the following:

jewelry, 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 equipment, computers and electronic equipment.

Loss of a Pair/Set: In case of loss to a pair or set, the Company may elect to:

- 1. Repair or replace any part, to restore the pair or set to its value before the loss; or
- 2. Pay the difference between the cash value of the property before and after the loss.

# 4.3.1.1 SPECIFIC CONDITIONS

Benefits for baggage and personal effects will be in excess of any amount paid or payable by the Common Carrier responsible for the loss.

Benefits for baggage and personal effects will be in excess of all other valid and collectible insurance.

If at the time of the occurrence of any loss there is other valid and collectible insurance in place, the Company will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable deductible.

# 4.3.1.2 SPECIFIC EXCLUSIONS

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

- 1. Animals, birds, or fish;
- 2. Automobiles or automobile equipment, boats, motors, trailers, motorcycles, or other conveyances or their appurtenances (except bicycles while checked as baggage with a Common Carrier);
- 3. Household furniture;
- 4. Eyeglasses or contact lenses;
- 5. Artificial teeth or dental bridges;
- 6. Hearing aids;
- 7. Prosthetic limbs;
- 8. Musical instruments;
- 9. Money or securities;
- 10. Tickets or documents;
- 11. Perishables and consumable;
- 12. Mobile;
- 13. Laptops.

Benefits will not be provided for any loss resulting (in whole or in part) from:

- 1. Wear and tear or gradual deterioration;
- 2. Insects or vermin;
- 3. Inherent vice or damage;
- 4. Confiscation or expropriation by order of any government or public authority;
- 5. Seizure or destruction under quarantine or custom regulation;
- 6. Radioactive contamination;
- 7. Usurped power or action taken by governmental authority in hindering combating or defending against such an occurrence;
- 8. Transporting contraband or illegal trade;
- 9. Mysterious disappearance;
- 10. Breakage or damage of baggage or contents;
- 11. Pilferage or missing contents from baggage.

# 4.3.2 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 Table of Benefits, for the emergency purchase of essential items if his baggage is delayed, misdirected or temporarily misplaced by a carrier.

### 4.3.2.1 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 or lost at the destination airport, the Insured Person must formally notify the relevant carrier airline immediately. Evidence of notification should be provided

### 4.3.3 TRAVEL DELAY (SILVER PLAN EXCLUDED)

The Company will reimburse the Insured Person for reasonable essential expenses incurred (original receipts required) caused by unforeseen travel delay and following the Excess period, subject to receiving original receipts for the essential expenses incurred up to the amount stated in the Table of Benefits resulting from:

- 1. Loss or theft of travel documents (travel tickets, passports and visas).
- 2. An accident or mechanical/electrical breakdown involving the transport in which he arranged to travel or was traveling for the purpose of reaching the Point of Departure and/or departure point from which he had intended commencing an onward journey.
- 3. Delay of a scheduled departure of a Public Conveyance due to: a) industrial dispute, strike or action; or b) adverse weather conditions including cyclones, tornados, floods, typhoons, blizzards, or natural disasters in the country to or through which he is traveling; or c) mechanical/electrical breakdown; or d) public transport services failure.

# SPECIFIC EXCLUSIONS

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

- 1. where comparable alternative onward transportation has been made available to the Insured Person within the Excess after the scheduled departure time of a booked flight or within the Excess after an actual flight arrival (in the case of a connecting flight); or
- 2. where the Insured Person fails to check in according to the itinerary supplied, unless such failure was due to a strike or industrial action; or
- 3. where the delay is due to industrial dispute, strike or action which existed or for which advance notice had been given on or before the date on which the Insured Journey commenced; or

- 4. where the delay is due to the withdrawal from service temporarily or permanently of any Public Conveyance on the orders or recommendation of any port authority or the civil aviation authority or any similar body in any country in which advance notice had been given on or before the date on which the Insured Journey commenced; or
- 5. for carrier caused delays where the cost of expenses is recoverable from the carrier.

# 4.3.4 PERSONAL LIABILITY (SILVER PLAN EXCLUDED)

The Company will pay all damages, compensation and legal expenses for which the Insured Person becomes legally liable up to the amount stated in the Table of Benefits under the plan opted for as a result of his actions causing:

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

# **SPECIFIC CONDITIONS**

- 1. It is a condition of payment that the Insured Person not admits 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. 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 an Contributed Journey.
- 4. Every letter, writ, summons and process must be forwarded to the Company as soon as possible.
- 5. 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.
- 6. The Company may at any time pay the Insured Person the amount for which a claim can be settled less any damages already paid. The Company will then be under no further liability other than for costs and expenses incurred prior to making such payment.
- 7. No indemnity will be provided for legal liability arising from Injury or loss as a result of any willful or malicious act of the Insured Person.

# 4.3.4.2 SPECIFIC EXCLUSIONS

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

- 1. Injury to the Insured Person or to any member of his family ordinarily residing with him; or
- 2. Injury to the Insured Person or his employees arising out of or in the course of employment; or
- 3. loss of or damage to property owned by or in control of the Insured Person or any member of his family ordinarily residing with him;or
- 4. the 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; or

- 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; or
- 6. any contract unless such liability would have arisen in the absence of that contract; or
- 7. judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within the country where the policy has been issued or the country in which the event occurred giving rise to the Insured Person's liability; or
- 8. Any claim for fines, penalties, punitive, exemplary, aggravated or vindictive damages.

# 4.3.5. Repatriation of Remains

The Company will pay benefits up to the amount stated in the Table of Benefits as shown for covered expenses reasonably incurred to return the Insured Person body to the Country of Residence if he dies. Covered expenses include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffins; and (d) transportation.

# 4.3.6. HIJACKING (GOLD AND SILVER PLAN EXCLUDED)

The Company will pay the Insured Person a distress allowance up to the amount stated in the Table of Benefits for every 24 hour period during which any common carrier in which the Insured Person are traveling has been hijacked, where as a direct consequence, The Insured journey has been disrupted up to a maximum amount stated in the Table of Benefits.

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

# 4.3.7 EMERGENCY FAMILY TRAVEL (GOLD AND SILVER PLAN EXCLUDED)

If the Insured Person are hospitalized for more than 5 days following a covered hospitalization during the Insured Person trip, the Company will pay up to the amount stated in the Table of Benefits for:

- 1. The cost of round-trip economy airfare to bring a person chosen by the Insured Person to and from the Insured Person bedside if the Insured Person is alone during his trip.
- 2. The reimbursement of the Hotel room charge due to convalescence after the Insured Person Hospital discharge, which has been approved by the Assistance Department up to a daily amount and total maximum amount stated in the Table of Benefits.

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

Benefits will not be provided for any expenses provided by another party at no cost to the Insured Person or already included in the cost of the trip.

# 4.3.8. LEGAL FEES (GOLD AND SILVER PLAN EXCLUDED)

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 Table of Benefits.

# 4.3.9 BAIL BOND / KAFALA (GOLD AND SILVER PLAN EXCLUDED)

TThe Company will pay 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.

# 4.3.10 LOSS OF PASSPORT (SILVER PLAN EXCLUDED)

The Company will pay costs incurred by the Insured Person limited to fees, penalties and courier charges towards replacement of travel documents in lieu of lost passport as per amount stated in the Table of Benefits, under plan opted for and subject to letter intimating loss of passport acknowledged by appropriate authorities.

# **SPECIFIC EXCLUSIONS**

- 1. Impounding of Passport by any authorities
- 2. If the loss is recoverable under other insurance or recoverable from other source.

# 4.3.11 TRIP CANCELLATION OR CURTAILMENT (SILVER PLAN EXCLUDED)

The Company will pay up to the overall limit shown on the Table of Benefits, 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, if it is necessary and unavoidable for the Insured Person to cancel or cut short the Insured Journey 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 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 extra cost for the Insured Person to return home following the death, serious injury or serious illness of a relative in the Insured's Person Country of Residence.

# 4.3.11.1 SPECIFIC CONDITIONS

Cover starts at the time the Insured Person books the Insured Journey or pays the insurance premium, whichever is later.

If the Insured Person has arranged an annual multi-trip Policy, cover starts at the time that the Insured Person booked the Insured Journey or the Effective Date of Cover shown on the Policy Schedule, whichever is later.

# 4.3.11.2 SPECIFIC EXCLUSIONS

- 1. The Insured Person not wanting to travel.
- 2. Any extra costs resulting from the Insured Person not telling any provider, as soon as the Insured Person knew about cancelling the International Journey

- 3. Canceling or cutting short the Insured Journey 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 this insurance. This applies to the Insured Person, a Relative, close Business Associate or person the Insured Person is traveling with and any person the Insured Person was depending on for the Trip.
- 4. The cost of the Insured Person original return trip if this has already been paid and the Insured Person need to cut short the Trip.
- 5. If the Insured Person has to cut short the Insured Journey and do not return to the Country of Residence.
- 6. Failure to obtain the required visa.
- 7. Any costs incurred due to fluctuation in exchange rates.
- 8. Any loss incurred where payment has been made using reward schemes.
- 9. Pregnancy or childbirth where the pregnancy would have been more than 28 Weeks at the beginning of the Insured Journey or 24 Weeks in the case of a known multiple pregnancy (unless the pregnancy was confirmed after the date the Insured Person travel tickets or confirmation of booking were issued or in the case of single return trip policies, the start date of the Insured Person policy) and cancellation or cutting short the trip is confirmed medically necessary.

# 4.3.11.3 SPECIFIC DEFINITIONS

**Business associate** means any person who works at the Insured Person's place of business and who, if 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.

**Relative** mean husband, wife, grandparent, grandchild, parent, parent-in-law, brother, sister, son, daughter, fiancé or fiancée.

# 4.3.12 MISSED DEPARTURE (GOLD AND SILVER PLAN EXCLUDED)

The Company will pay up to the overall limit shown on the Table of Benefits, for customary charges for necessary accommodation, telephone calls, meals and local public transportation incurred by the Insured Person (original receipts required) if the Insured Person cannot reach the original departure point at the recommended time of his Insured Journey 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.

# **SPECIFIC CONDITIONS**

- 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.

# 4.3.12.2 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 insured Journey.

# 4.3.13 ASSISTANCE DEPARTMENT

The ASSISTANCE DEPARTMENT provides emergency assistance services, including medical, technical and general services as listed below. Insured Persons may contact the ASSISTANCE DEPARTMENT at Phone number: **+1 817 826 7276** twenty four (24) hours a day.

# **1. Medical Services:**

- Medical Reference: THE ASSISTANCE DEPARTMENT shall provide the Eligible Insured Person(s) with the name, address, telephone number, office hours and English language translation assistance for medical and health care professionals in any worldwide location reasonably requested by the Eligible Insured Person(s): physicians, hospitals, ambulance, and other emergency medical service (collectively, Medical Service Providers). Whenever THE ASSISTANCE DEPARTMENT has sufficient information to do so, it shall refer the Eligible Insured Person(s) to two or more such Medical Service Providers, set appointments, translate if needed, and coordinate with the Eligible Insured Person(s)s' primary medical insurer. THE ASSISTANCE DEPARTMENT shall use its reasonable best efforts to ensure that its medical referrals are to Medical Service Providers who meet the professional standards of the country and city in which they are located. THE ASSISTANCE DEPARTMENT will make its reasonable best efforts to pre-negotiate fees for services with Medical Service Providers, steer Eligible Insured Person(s) of the GULF INSURANCE GROUP to Medical Service Providers in-network, and to arrange direct billing with its Medical Service Providers whenever possible for expenses incurred by the Eligible Insured Person(s) of the GIG. THE ASSISTANCE DEPARTMENT will use every effort to supply a gualified Medical Reference within 24 hours of the initial request, however when this is not possible, THE ASSISTANCE DEPARTMENT cannot be held responsible for circumstances beyond its control. In all instances, THE ASSISTANCE DEPARTMENT will notify the Eligible Insured Person(s) of the status of the request within this time frame.
- Advance Payment of Medical Expenses: When it is deemed medically appropriate, THE ASSISTANCE DEPARTMENT will advance up to the amount allowed in the Policies issued to the Eligible Insured Person(s) for the payment of medical expenses. Any determination by THE ASSISTANCE DEPARTMENT to advance such amounts will be based on advice and approval from GIG. If there is no coverage, or if coverage is insufficient under the Eligible Insured Person's Policy, any uncovered expense associated with the Eligible Insured Person's medical expenses will be the sole responsibility of the Eligible Insured Person or of the person (s) acting on the Eligible Insured Person's behalf
- Guarantee of Hospitalization Fee: When it is deemed medically appropriate, THE ASSISTANCE DEPARTMENT will guarantee payment of hospitalization fees up to the amount allowed in the Eligible Insured Person's Policy for hospitalization benefits. Any determination by THE ASSISTANCE DEPARTMENT to guarantee such amounts will be subject to approval of the same advance from GULF INSURANCE GROUP in accordance with this policy. If there is coverage under the Policy issued to the Eligible Insured Person by the GIG, then THE ASSISTANCE DEPARTMENT will pay up to the maximum amount available under the Policy for hospitalization fees. If there is no coverage, or if coverage is insufficient under the Policy, any uncovered expense associated with an Eligible Insured Person's hospitalization will be the sole responsibility of the Eligible Insured Person or of the person(s) acting on the Eligible Insured Person's behalf.
- Medical Evacuation: The assistance department shall arrange and coordinate the medical evacuation by means of air transportation, including but not limited to commercial air

transportation with or without medical escort, air ambulance transport and /or, if appropriate, other forms of transportation of an Eligible Insured Person(s) from a foreign hospital or health care facility to another foreign hospital or health care facility, or to a hospital or health care facility in the Eligible Insured Person(s) country of origin, when a physician designated by the assistance department to monitor the Eligible Insured Person(s)'s condition and treatment deems such an evacuation or transportation necessary in his/her professional judgment. THE ASSISTANCE DEPARTMENT shall use its best efforts to ensure that all services so arranged are with Medical Service Providers that meet the professional standards of the country and city in which the evacuation will originate. THE ASSISTANCE DEPARTMENT will pay reasonable costs on Eligible Insured Person(s)'s behalf up to the policy limits issued by the GIG.

- Medical Case Monitoring: Following all medical referrals or other assistance to a Eligible Insured Person(s) in connection with a medical emergency, THE ASSISTANCE DEPARTMENT shall monitor the Eligible Insured Person(s)'s medical condition and treatment until the Eligible Insured Person(s) is released from treatment or returns home.
- Repatriation of Remains: When THE ASSISTANCE DEPARTMENT is notified that an Eligible Insured Person(s) has died while traveling, THE ASSISTANCE DEPARTMENT will verify that insurance applicable to repatriation of remains is in force. Subject to any governmental regulations, THE ASSISTANCE DEPARTMENT will also assist in making all necessary arrangements for the return of the Eligible Insured Person(s)'s remains to the place designated by the Eligible Insured Person(s)'s next-of-kin. THE ASSISTANCE DEPARTMENT will pay on Eligible Insured Person(s)'s behalf reasonable costs up to the policy limits issued by the GIG. Any expense associated with the repatriation of the Eligible Insured Person(s)'s remains over the amount available through Insurance will be the sole responsibility of person(s) acting on the deceased Eligible Insured Person(s)'s behalf.
- Insurance/Claims Coordination: In a medical emergency, communication and filing issues between a Eligible Insured Person(s)'s insurance carriers and providers to settle billing medical expenses will be handled.

### 2. Technical Services:

- Lost/Stolen Luggage and Personal Effects: Eligible Insured Person(s)s whose luggage or personal effects are lost or stolen can expect help with local authorities and agencies. THE ASSISTANCE DEPARTMENT shall coordinate with common carriers to locate and recover lost or stolen luggage which shall involve the use of all available tracking systems and establishing, on the Eligible Insured Person(s)'s behalf and, as appropriate, liaison with transportation carriers, airports, hotels, government authorities and others. THE ASSISTANCE DEPARTMENT will also coordinate arrangements to assist the Eligible Insured Person(s) with processing of insurance claims resulting from the lost luggage.
- Lost/Stolen Travel Documents/Tickets: In the event a traveler's personal travel documents are lost or stolen, Eligible Insured Person(s)s can expect help with obtaining replacement and canceling original documents, including making alternate reservations and arranging for replacement airline/rail tickets when needed. THE ASSISTANCE DEPARTMENT shall use its best effort to assist the Eligible Insured Person(s) in locating lost documents (including, but not limited to lost passports and visas), and upon request, to replace such documents by identifying and contacting appropriate governmental authorities, gathering necessary information, and otherwise taking all reasonable steps necessary to facilitate the replacement of the lost

documents in a prompt and timely manner.

### **3. General Services:**

- Travel Documentation: Advice on procuring travel documents, passport/visa requirements, and customs entry/exit restrictions and regulations.
- Immunizations: Advice on the immunizations required for the trip, information on local medical advisories, epidemics, and available preventive measures.
- Currency and ATM Locations: Currency exchange rates are available, as well as information on local bank/government holidays.
- Global Weather: General climate and up-to-date weather forecasting for domestic and international destinations.
- Telephone Translation for medical emergencies: For travelers in an emergency medical situation who do not speak the local language, multilingual counselors are available 24 hours a day, seven days a week, for translations via telephone.

# 4.4 ADDITIONAL OPTIONAL BENEFITS

# 4.4.1 HAZARDOUS SPORTS BENEFITS [Only applicable if specifically purchased]

The benefit will also include Winter Sports Inconvenience Benefits: Piste Closure, Avalanche Closure, Skis and Ski Equipment, Ski Hire and Unused Ski Packs. This benefit is not applicable for indoor winter sports. In consideration of an additional premium, it is hereby understood and agreed that:

Cover	Value of cover up to	Excess where applicable
1) Piste Closure	US\$150	
2) Avalanche Closure	US\$150	
3) Skis and Ski Equipment	US\$300	US\$50
4) Ski Hire	US\$500	
5) Unused Ski Packs	US\$300	

# 4.4.1.1 WINTER SPORTS INCONVENIENCE TABLE OF BENEFITS

### 4.4.1.2 PISTE CLOSURE

The Company will pay up to the overall limit shown on the above Winter Sports Inconvenience Table of Benefits if, as a result of not enough snow in the Insured Person pre-booked holiday resort, all lift systems are closed for more than 24 hours. The Company will pay for either:

- The cost of transport to the nearest resort up to \$20 for each full 24-hour period; or
- Up to \$20 for each full 12-hour period if the Insured Person is unable to ski and there is no other ski resort available.

# 4.4.1.2.1 SPECIFIC CONDITIONS

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

- 1. The Insured Person gets a written statement from the management of the resort confirming the reason for the closure and how long it lasted;
- 2. The pre-booked holiday resort where the Insured Person is staying at least 1,000 metres above sea level; and
- 3. If the Insured Person buys this insurance within 14 days of the date the Insured Person plan to leave and the Insured Person knows about any reason that could cause a claim under this section, the Company will not provide cover for the Insured Person.

# 4.4.1.3 AVALANCHE CLOSURE

The Company will pay up to the overall limit shown on the Winter Table of Benefits for reasonable extra travel and accommodation expenses that the Insured Person needs to pay if the Insured Person pre-booked outward or return journey is delayed for more than 12 hours from the scheduled arrival time because of an avalanche.

### 4.4.1.3.1 SPECIFIC CONDITIONS

It is a condition of the cover provided under this section that the Insured Person gets a written statement from the appropriate authority confirming the reason for the delay and how long it lasted.

# 4.4.1.4 SKI AND SKI EQUIPMENT

The Company will pay, up to the overall limit shown in Winter Table of Benefits or loss, damage or breakage of skis, snowboards, bindings, poles and boots owned or hired by the Insured Person:

### **SPECIFIC EXCLUSIONS**

- 1. The first \$50 of each claim, for each Insured Person
- 2. Articles lost from an unattended motor vehicle, trailer or caravan.
- 3. Property the Insured Person leaves unattended in a public place.

### **5. SKI HIRE**

The Company will pay US\$25 for each full 24-hour period for the costs of hiring other ski equipment. The Company will pay up to the overall limit shown on Schedule of Benefits if:

- The skis that the Insured Person owns are lost or delayed during the Insured Person's trip for over 12 hours; or
- The skis that the Insured Person owns are lost or damaged during the course of the Insured Person's trip.

### 4.4.1.5.1 SPECIFIC CONDITIONS

It is a condition of the cover provided under this section that the Company takes any payment made under this section from any claim under the Skis and Ski Equipment Cover of this Policy.

### 4.4.1.5.2 SPECIFIC EXCLUSIONS

1. Any claim involving damage to the Insured Person's skis where the Insured Person do not bring them back to Kuwait so the Company can inspect them.

- 2. Any theft or loss which the Insured Person do not report to the police within 24 hours of discovering it and get a written report.
- 3. Any theft, delay, loss of or damage to personal belongings or baggage while it is transported unless the Insured Persons report this, at the time, to the carrier and get a property irregularity report.

### 4.4.1.6 UNUSED SKI PACK

The Company will pay up to the overall limit shown on the Schedule of Benefits for a proportion of the Insured Person's ski pack, unused due to the Insured Person being ill or injured while being on the holiday and the Insured Person is medically certified as being unable to use it. Ski pack consists of ski pass, ski hire and tuition fee.

### **SPORTS AND ACTIVITIES**

Where cover is provided in the table below this is on the basis that:

- You follow the safety guidelines and where applicable use recommended safety equipment.
- The activity is not undertaken on a professional basis.

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Abseiling		+		Must be with professional organizers
Adventure Racing			+	
Aerobics	+			
Air Boarding *		+		
Alpine Mountain Biking			+	
American Football			+	
Angling	+			
Archery		+		
Assault Courses		+		
Athletics		+		
Badminton		+		
Bamboo Rafting		+		
Banana Boating		+		
Base Jumping			+	
Baseball (Recreational)	+			

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Baseball (Non-Recreational)		+		
Basketball (Recreational)	+			
Basketball (Non-Recreational)		+		
Battle Re-enactment			+	
Beach Games	+			
Biathlon *		+		
Big Game Hunting			+	
Bigfoot Skiing *		+		
Black Water Rafting			+	
BMX Riding - stunt / obstacle			+	
Bobsleigh *			+	
Body Boarding / Boogie Boarding		+		
Body Flying / Wind Tunnel Flying		+		
Bouldering			+	
Bowling	+			
Bowls	+			
Boxing			+	
Breathing Observation Bubble Diving			+	
Bridge Swinging			+	
Bungee Jumping			+	
Camel Racing			+	
Camel Riding		+		No cover for jumping or hunting on camel back
Canopy Walking	+			Must be with official organizers
Canyoning			+	
Cascading			+	
Cat Skiing *		+		

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Catamaran Sailing		+		Within coastal waters
Cave Tubing			+	
Caving			+	
Clay Pigeon Shooting		+		No cover for Personal Liability
Cliff Jumping			+	
Climbing (Indoor)		+		Must be with official guide and belay
Coasteering			+	
Cricket (Recreational)	+			
Cricket (Non-Recreational)		+		
Croquet	+			
Cross Country Running		+		
Cross Country Skiing *		+		
Curling *		+		
Cycling	+			No cover for racing or mountain biking
Dancing	+			
Darts	+			
Deep Sea Fishing		+		
Desert Safari	+			
Dinghy Sailing		+		Within coastal waters
Diving			+	Excludes scuba diving
Dog Sledding *		+		No cover for racing or mushing
Drag Racing			+	
Dragon Boating		+		
Dry Slope Skiing		+		
Dune / Wadi Bashing	+			
Elephant Trekking		+		Must be with official organizers

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Endurance Tests			+	
Equestrian Events			+	
Expeditions			+	
Fell Running	+			
Fell Walking	+			
Fencing		+		Must be wearing appropriate safety equipment
Field Hockey		+		
Fishing	+			
Fives		+		
Flying as a non-fare-paying passenger in a private aircraft or helicopter	+			
Flying as a pilot or trainee pilot in a private aircraft or helicopter			+	
Football / Soccer (Recreational)	+			
Football / Soccer (Non- Recreational)		+		
Free Mountaineering			+	
Freestyle Skiing *			+	
Glacier Skiing *		+		
Glacier Walking (Up to 4,000 meters) *		+		
Gliding			+	
Go-Karting		+		Must wear helmet and protective clothing
Golf	+			
Gorge Scrambling			+	
Gorge Swinging / Canyon Swinging			+	
Gorge Walking			+	

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Gorilla trekking		+		Must be with official organizers
Gymnastics		+		
Handball (Recreational)	+			
Handball (Non-Recreational)		+		
Hang Gliding			+	
Harness Racing			+	
Heli-skiing *		+		
High Diving		+		No cover for more than 5 meters
Hiking (Up to 4,000 meters)	+			Must be with official guide on recognized routes
Horse Jumping			+	
Horse Racing			+	
Horse Riding		+		Must be wearing a hard hat. No cover for polo, jumping,
				or hunting on horse back
Hot Air Ballooning		+		Organized pleasure rides as fare paying passenger only
Hunting			+	
Hurling		+		
Husky Sledge Rides *		+		Organized and non- competitive with an experienced local driver. Insured can drive the dogs themselves if supervised by an experienced local driver
Hydro Speeding			+	
Ice Climbing *			+	
Ice Diving *			+	

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Ice Hockey *			+	
Ice Skating *		+		Must be on a recognized rink
Ice Speedway *			+	
Jet Boating		+		No cover for Personal Liability
Jet Biking		+		No cover for Personal Liability
Jet Skiing		+		No cover for Personal Liability
Jogging	+			
Jousting			+	
Judo			+	
Karate			+	
Kayaking (Up to Grade 2)		+		
Kayaking (Grade +3)			+	
Kendo			+	
Kite Boarding		+		No cover for Personal Liability and no cover for jumping or racing
Kite Buggying		+		No cover for Personal Liability and no cover for jumping or racing
Kite Skiing *		+		No cover for Personal Liability and no cover for jumping or racing
Kite Snowboarding *		+		No cover for Personal Liability and no cover for jumping or racing
Kite Surfing (Over land)			+	No cover for Personal Liability and no cover for jumping or racing
Kite Surfing (Over water)		+		No cover for Personal Liability and no cover for jumping or racing
Kloofing			+	

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Korfball		+		
Lacrosse		+		
Luging *			+	
Marathon Running			+	
Martial Arts			+	
Mono Skiing *		+		
Motocross			+	
Motor Cycling	+			No cover for engine capacity more than 200cc. Driver must hold the required license.
Motor Cycle Racing			+	
Motor Racing			+	
Motor Rallies			+	
Mountain Biking (Recreational)		+		Must be on recognized routes No cover for downhill racing, biking on vertical paths, or competitions
Mountain Biking (Non- Recreational)			+	
Mountain Boarding			+	
Mountaineering			+	
Mud Buggying	+			No cover for Personal Liability and no cover for racing
Netball		+		
Orienteering	+			
Ostrich Riding			+	
Outdoor Endurance Events			+	
Paintballing		+		Must wear eye protection No cover for Personal Liability

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Parachute Jumping (static line)			+	
Parachute Jumping (tandem)			+	
Paragliding			+	
Parapenting			+	
Parascending / Parasailing (Over land)			+	
Parascending / Parasailing (Over water)		+		
Pistol Shooting			+	
Polo			+	
Pony Trekking		+		Must be wearing a hard hat. No cover for polo, jumping, or hunting on horse back
Pool	+			
Pot Holing			+	
Powerboat Racing			+	
Quad Biking			+	
Racquetball		+		
Rackets		+		
Rafting (Up to Grade 2)		+		Excludes white water
Rafting (Grade +3)			+	Excludes white water
Rambling (up to 4,000 meters)	+			
Rap Jumping			+	
Refereeing	+			Must be on an amateur basis
Rifle Shooting			+	
Ringos / Doughnuts		+		
River Bugging (Up to Grade 2)		+		
River Bugging (Grade +3)			+	
River Canoeing (Up to Grade 2)		+		Excludes white water

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
River Canoeing (Grade +3)			+	Excludes white water
River Tubing (Up to Grade 2)		+		Excludes white water
River Tubing (Grade +3)			+	Excludes white water
Rock Climbing			+	
Rock Scrambling			+	
Rodeo			+	
Roller Blading / Roller Skating	+			Must wear pads and helmets. No cover for jumping or racing
Roller Hockey			+	
Roller Skiing		+		
Rounders (Recreational)	+			
Rounders (Non-Recreational)		+		
Rowing (Recreational)	+			
Rowing (Non-Recreational)		+		
Rugby		+		
Running	+			No marathon running
Running with Bulls			+	
Safari (No guns)	+			Must be organized by bona fide tour operator
Safari (With guns)			+	
Safari Trekking in a Vehicle	+			Must be organized by bona fide tour operator
Safari Trekking on Foot	+			Must be organized by bona fide tour operator
Sail Boarding		+		
Sailing		+		In territorial waters
Sand Boarding		+		
Sand Dune Surfing		+		

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Sand Dune Skiing		+		
Scuba Diving (Up to 8 meters depth)	+			Only recreational diving and Insured must be accompanied by a licensed diver or instructor
Sea Kayaking		+		
Shark Diving			+	
Skate Boarding	+			No cover for jumping or racing
Skeletons			+	
Ski Acrobatics / Aerials *			+	
Ski Biking / Snow Biking *		+		
Ski Blading / Snow Blading *		+		
Ski Boarding *		+		
Ski Jumping *			+	
Ski Racing *			+	
Ski Randonee *		+		
Ski Stunting *			+	
Ski Touring *		+		
Ski Dooing *		+		No Personal Liability cover
Skiing *		+		
Skiing – Off Piste *		+		Must be with official guide and must be within local ski patrol guidelines
Sky Diving			+	
Sledging / Sleighing *		+		
Sleighing as passenger	+			
Small Bore Target Shooting		+		No Personal Liability cover
Snooker	+			

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Snorkelling	+			
Snowboarding *		+		
Snowboarding – Off Piste *		+		Must be with official guide and must be within local ski patrol guidelines
Softball (Recreational)	+			
Softball (Non-Recreational)		+		
Solo Climbing			+	
Speed Skating *			+	
Speedway			+	
Squash		+		
Street Dancing	+			
Street Hockey			+	
Surfing		+		
Swimming (Recreational)	+			
Swimming (Non-Recreational)		+		
Swimming with Dolphins		+		
Swimming with Stingrays			+	
Table Tennis	+			
Tae Kwon Do			+	
Tall-Ship Crewing			+	
Tennis (Recreational)	+			
Tennis (Non-Recreational)		+		
Tobogganing *		+		
Trampolining		+		
Trekking (Up to 4,000 meters)	+			Must be with official guide on recognized routes
Triathlon			+	
Tug-of-War	+			

Name of Activity (Activities marked with an * are considered Winter Sports)	Activity Covered	Hazardous Sports	Activity Excluded	Applicable condition
Ultimate Frisbee		+		
Via Ferrata			+	
Volleyball (Recreational)	+			
Volleyball (Non-Recreational)		+		
Walking (up to 4,000 meters)	+			
Wake Boarding		+		No Personal Liability cover
Water Polo		+		
Water Skiing		+		No cover for jumping
Weightlifting			+	
White Water Canoeing / White Water Rafting (Up to Grade 2)		+		
White Water Canoeing / White Water Rafting (Grade +3)			+	
Windsurfing		+		
Wrestling			+	
Yachting		+		In territorial waters
Yoga	+			
Zip lining		+		Must be adequately supervised and full safety equipment used
Zorbing		+		

# 4.4.2 TERRORISM EXTENSION [Only applicable if specifically purchased]

In consideration of an additional premium, it is hereby understood and agreed that **Uniform Exclusions V.3** is deleted in its entirety.

The Company will pay up to the limit shown on the Table of Benefits, for covered accidents, which are caused by an act or acts of Terrorism, to the extent that this hazard is not covered by the policy. This coverage is subject to the terms set forth below.

# 4.4.2.1 SPECIFIC CONDITIONS

1. The premiums and benefits for this option may be changed at any time by agreement between the Insured Person and the Company. This may be done as needed to reflect conditions, which in the opinion of the Insured Person or the Company, change the terrorism risk. 2. The Company reserves the right to change the rate for this optional benefit by seven (7) days written notice mailed to the Insured Person at the last address the Company has on record.

# 4.4.2.2 SPECIFIC EXCLUSIONS

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

# 4.4.3 ELDER EXTENSION [Only applicable if specifically purchased with the silver plan]

In consideration of an additional premium, it is hereby understood and agreed that insured person(s) are covered up to the date of their seventy-fifth (75th) birthday for all the coverages in the **silver plan**.

# **V. UNIFORM EXCLUSIONS**

The Company will not cover any loss, injury, damage or legal liability caused by, sustained or arising directly or indirectly from:

- 1. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, labor disturbances, riot, strike or lock-out. However, the Insured Person will continue to be entitled to be covered for 7 calendar days from the start of the hostilities in case he is surprised by such events abroad and insofar as he does not actively participate in them.; nor
- 2. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; nor
- 3. Any Terrorist Act or bomb incident or threat thereof; nor
- 4. The use, release or escape of nuclear materials that directly or indirectly results in ionizing, radiation or contamination by radioactivity from any nuclear fuel or from nuclear weapons materials. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission; nor
- 5. The release, the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 6. Being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organization; nor
- 7. Engaging in occupational activities underground or requiring the use of explosives; nor
- 8. Willful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat; nor
- 9. Deliberate violation of criminal law; nor
- 10. Traveling by air except as a passenger on a legally licensed aircraft or where the Insured Person is acting as part of the aircraft crew; nor
- 11. Mental 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; nor

- 12. Pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; nor
- 13.Sexually transmitted diseases and the conditions commonly known as AIDS or HIV and/or any related illness or condition including derivatives or variations thereof, howsoever, acquired or caused; nor
- 14. Chronic fatigue syndrome or myalgic encephalomyelitis (M.E.) (anticardiolipin antibody positively) or the Illness commonly referred to as yuppie flu; nor
- 15.a) an Insured Person being under the influence of alcohol with more than the legal limit of alcohol in his blood or breath; or b) an Insured Person being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a Medical Practitioner or unless prescribed by and taken in accordance with the directions of a Medical Practitioner; or c) an Accident occurring whilst an Insured Person was driving a motor vehicle with more than the legal limit of alcohol in his blood or breath; or d) alcohol abuse, alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind; nor
- 16. a) Any Pre-existing Medical Condition; or b) any cardiac or cardio vascular or vascular or cerebral vascular illness or conditions or sequelae thereof or complications that, in the opinion of a Medical Practitioner appointed by the Company, can reasonably be related thereto, if the Insured Person has received medical advice or treatment (including medication) for hypertension 2 years prior to the commencement of the Insured Journey; nor
- 17. Congenital anomalies and conditions arising out of or resulting there from, and hernia; nor
- 18. Flying in any aircraft owned, leased or operated by or on behalf of an Insured Person or any member of an Insured Person's household; nor
- 19. 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 Insured Journey or when he is unfit to do so; nor
- 20.Employment involving Manual Labor, other than off duty; or b) undertaking employment on a permanent or contract basis which is not casual, other than whilst on a leisure trip; nor
- 21. Participating in any sport as a Professional Player; or b) school sports (unless an Endorsement has been issued and additional premium charged and authorized by the Company and paid by the Insured Person); nor
- 22. Any hazardous pursuits, sports or activities which introduce or increase the possibility of a loss including but not limited to engaging in motor cycling (where the engine capacity exceeds 200cc or the cycle is under control of an unlicensed driver), steeple-chasing, polo or horseback riding, hunting, bungee jumping, abseiling, white water rafting, hiking (unless accompanied by a recognized guide or on a clearly marked route), mountaineering requiring the use of ropes or equipment, scuba diving (unless licensed or accompanied by a qualified instructor), potholing, fighting (except in bona fide self-defense), racing (other than on foot or under sail in inland waters), being a crew member on a ship or boat traveling from one country to another, speed or endurance racing or practice thereof (other than athletics), or training for or engaging in contact sports where physical contact between players is an accepted part of play unless an Endorsement has been issued and additional premium charged and authorized by the Company

and paid by the Insured Person. This remains at the discretion of the Company; nor

- 23. Consequential loss of any kind or financial loss and/or expense not otherwise specifically covered; nor
- 24. Default or insolvency of the carrier; nor
- 25. The Insured Person's intention to emigrate, unless agreed previously in writing by the Company.

a) Planned or actual travel in, to, or through Afghanistan, Iraq, Cuba, Iran, Syria, Crimea region, Donetsk People's Republic (DNR), Luhansk, People's Republic (LNR), North Korea, Russia, Ukraine, Belarus, and Country of Residence.

- b) Actual travel in, to, or through Afghanistan or Iraq.
- 26. Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

27. Heart attack or any heart related condition.

28. Any condition arising from tumor or relating to cancer.

# VI. GENERAL CONDITIONS

### 6.1 Age limits

This Policy covers any event which happens to an Insured Person who is from the age of 3 months to 69 years of age at the date of such event on the Individual, Family Plan.

# **6.2 Airlines**

The Company will have no liability to pay any benefit in relation to any Insured Event for which the Insured Person may be able to seek compensation from an airline. If the Insured Person proves that he has taken all reasonable and necessary steps to claim from the airline, the Company will pay a pro-rata portion of the benefits. The Company's liability will be calculated by reducing the benefits by the amount for which the Company considers the airline to be liable.

#### 6.3 Currency

All amounts are shown in United State Dollar or in case of Schengen Plan limits of benefits are shown in Euro. If expenses are incurred in a foreign currency the rate of exchange used will be the rate at the time of incurring the expense or suffering a loss.

### 6.4 Endorsements

This Policy may be extended, amended or altered by the Company issuing an endorsement, provided that the application is made in writing to the Company prior to the expiry of the existing Policy and there are neither existing nor initiated claims on the existing Policy.

### 6.5 Liability

The Company shall not be liable or responsible for: a) the negligence, wrongful acts and/or omissions of any legal and/or health care professional or any other person or persons or legal entity that provide direct or indirect service to the Insured Person; b) The failure of any agent or broker to explain adequately the terms, conditions, endorsements, terminations and exclusions of this Policy.

### 6.6 Language

The official version of this Policy is in English. Words in the singular include the plural and vice versa and words in the masculine gender include the feminine gender.

### 6.7 Marketing

Should any discrepancies arise between the Policy and any literature received by the Insured Person, the Terms, Conditions, Endorsements, Terminations and Exclusions in the Policy will govern in all cases.

### 6.8 Misrepresentation

This Policy shall be considered void (at the discretion of the Company) in the event of misrepresentation, miss-description or non-disclosure by or on behalf of the Insured Person of any information material to this Policy.

#### 6.9 Other financial products and services

The Company will accept no liability whatsoever for any of the insurance or other financial products or services which are sold in conjunction with this Policy that are provided or underwritten by any other insurance or assurance companies and/or assistance companies and/or financial providers.

### 6.10 Other insurance

Except for Section 1 - Personal Accident, if the Insured Person is able to claim under any other policies (including statutory insurance and/or automatic credit card travel insurance) to be covered for the whole or any part of an Insured Event ("Other Claims"), the Company will only be liable to pay its pro rata portion of the claim submitted in terms of this Policy.

- If in the Company's discretion it decides to pay the claim in full, then it will not be obliged to make payment unless the Insured Person cedes to the Company all of their rights in respect of the Other Claims.
- If the Company has already paid benefits in terms of this Policy, all of the Insured Person's rights in respect of the Other Claims will be ceded automatically to the Company.
- Without limiting any provision of this Policy or any legal obligation, the Insured Person must cooperate fully with the Company in relation to the Other Claim or legal proceedings including:

   a) not doing anything to prejudice or limit the Company's rights;
   b) giving the Company whatever information and documents it may require;
   c) signing any document or affidavit that the Company may request to enable it to exercise its rights.

### 6.11 Third Party

This Policy is between the Company and the Insured Person only and all of its provisions and conditions are for the sole and exclusive benefit of those parties. Nothing in this Policy, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under this Policy or any of its provisions. Without limitation, no third party shall have any rights under this Policy or any right to receive Policy benefits. Receipt of Benefits paid will be a valid discharge of the Company's liability under this Policy.

This Policy cannot be ceded, assigned or in any way transferred to a third party. Benefits shall be payable only to the Insured Person or his legal representative.

### 6.12 Public Conveyance tickets

The Company has the right to utilize the Insured Person's Public Conveyance ticket to offset the Company's expenses.

### 6.13 Table of Benefits

The Table of Benefits referred to in this document is the Table of Benefits as listed in Section 2.

### 6.14 Country of Issuance Law

This Policy will be governed by the laws of country where the policy has been issued and its courts shall have exclusive jurisdiction to the exclusion of the courts of any other country.

#### 6.15 Subrogation

The Company has the right to commence or take over legal proceedings in the Insured Person's name for the defense or settlement of any claim, or to sue or prosecute any other party to recover monies payable by them at law. The Insured Person must co-operate with the Company and do nothing to hinder the Company's rights.

### 6.16 Tax or Imposts

The onus will always be on the Insured Person to ensure, correctly admit and pay any tax liability in consideration of any benefit being paid that may incur tax or imposts of any nature.

### 6.17 Economic Sanctions Exclusions

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.

### 6.18 Economic Sanctions Exclusions

GULF INSURANCE GROUP 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.

# **VII. CLAIMS CONDITIONS**

### 7.1 Compliance

The Insured Person must follow the Company's advice or instruction otherwise the Company may decline to pay the whole or any part of the claim.

### 7.2 Legal action

If the Company denies liability for any claim and the Insured Person does not institute legal action and serve summons on the Company (or initiate arbitration proceedings if the Company has agreed to submit to arbitration) within 12 months after such repudiation, all benefits of such claim shall be forfeited.

# 7.3 Notice of claim and proof of loss

The Insured Person must give the Company notice in writing:

a) Within 60 days of an Accident which may give rise to a claim under section 2 of this Policy. Any benefit related to death will only be payable if the Company receives written notification of the death within 30 days. The Company shall have the right to have a post mortem examination of the body conducted.

b) Within 30 days of any other occurrence which may give rise to a claim under this Policy.

The Insured Person must, at his own cost, provide whatever certificates, information and documented evidence ("Evidence") is required by the Company regarding the Insured Event.

# 7.4 Recoveries

All recoveries net of the Company's actual recovery costs will be distributed firstly to the Company for all amounts paid and any remainder will be paid to the Insured Person.

### 7.5 Fraudulent Claims

If the Insured Person or anyone acting on his behalf uses any fraudulent means or devices to obtain any benefit, then any amount payable in respect of such claim shall be forfeited.

# 7.6 General

The Insured Person shall submit to medical examination at the expense of the Company as often as shall be required in connection with any claim. Any report generated as a result of such examination shall be the property of the Company and shall be deemed to be confidential information of the Company.

Medical Treatment shall be sought and followed promptly on the occurrence of an Injury or Illness and the Company shall not be liable for that part of any claim which in the opinion of a Medical Practitioner arises from the unreasonable or willful neglect or failure of any Insured Person to seek and remain under the care of a qualified Medical Practitioner.

All claims arising from criminal incidents are to be supported and accompanied by a certified police report.

The due observance and fulfillment of the Policy insofar as it relates to anything being done or complied with by the Insured Person, shall be a condition precedent to liability to make any payment under this Policy.

The Company shall have the right to access any current or prior medical records of the Insured Person in order to finalize and/or proceed with the assessment of a claim and/or render medical assistance. By virtue of this clause, the Insured Person shall be deemed to have given the Company written consent to access any of the Insured Person's current or prior medical records.

No amount payable in terms of this Policy shall bear any interest.

شركة الخليج للتأمين وإعادة التأمين شارع أحمد الجابر، شرق، مدينة الكويت، الكويت هاتف: 1802080 965+ فاكس: 22961833 965+ البريد الإلكتروني: travel@gig.com.kw

Gulf Insurance and Reinsurance Company Ahmad Al Jaber Street, Sharq, Kuwait City, Kuwait Tel: +965 1802080 Fax: +965 22961833 Email: travel@gig.com.kw

مدينة الكويت، شرق، شارع أحــمد الجابر Paid up Capital k.d. 25,000,000 سجل تجاري: 32348 COMM, REG. ترخــــيص تجــــاري: 2007 /1684



