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## **DEFINITIONS**

The stated below words and/or phrases wherever they appear have the following meaning, unless otherwise it is agreed differently in writing and signed by all Parties.

### **Accident:**

#### ***When referring to persons:***

The bodily Injury suffered during the validity of the policy, which derives from a violent, sudden, external cause and one that is not intended by the Insured.

The following shall also be construed to be accidents:

- a. Asphyxia or Injuries as a consequence of gases or vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.
- b. Infections resulting from a covered accident by the policy.
- c. Injuries that are a consequence of surgical operations or medical treatments resulting from a covered accident by the policy.

#### ***When referring to vehicle:***

Traffic collision (motor vehicle collision, motor vehicle accident, car accident, or car crash) is when a road vehicle collides with another vehicle, pedestrian, animal, road debris, or other geographical or architectural obstacle.

### **Arbitration or arbitration procedure:**

Provision in an insurance policy to the effect that in the event the Insured and Insurer cannot agree on the amount of a Claim settlement, each one appoints an appraiser. The appraisers select a disinterested umpire. When at least two of the three, appraisers and umpire, agree on the settlement amount, it is binding on both the Insured and the Insurer.

### **Benefit/Service/Cover:**

The Benefits/Services/Covers the Insured Person or Covered person or vehicle is entitled to receive as described in the General & Specific Policy conditions, or in the Service Agreement and usually summarized in the schedule of Benefits/Services/Covers.

### **Beneficiary:**

Person or persons for whom the Insured recognizes the right to receive the corresponding Benefits/Services/Covers or amount of compensation as outlined in the policy or Services Agreement. Should no one have been specified, the compensation will form part of the Insured's estate.

### **Children:**

Persons from 30 days old to 18 years old unless otherwise agreed and expressed in the policy or Services Agreement.

### **Claims:**

A document or request filed by a Policyholder stating that an Insured event has occurred, and that the Insurance Company/Service company should provide Coverage.

### **Close Relative of the insured:**

Spouse, parents, Children, grandparents, grand Children, siblings, mother and father in law and brothers and sisters in law.

### **Cover Inception:**

The Assistance Company will immediately provide the Insured, the assistance specified under the Benefits/Services/Covers clause of the General & Specific Policy Conditions of this Insurance Policy for mishaps that occur due to unforeseen incidents during travels outside his/her Usual Country of Residence, provided that this occurrence does not take place outside the specified geographical boundaries and does not take place out of the prescribed travel duration between the validity dates of this Policy.

The scope of the Policy becomes void when the travel causing the acquisition of the Policy ends and/or the Insured arrives at his/her Usual Country of Residence, whichever takes place first.

### **Covered Trip:**

An intended and planned trip undertaken by the Insured outside his Usual Country of Residence. The Covered Trip commences when the Insured leaves any border of his Usual Country of Residence and ceases when the Insured first enters any border of his Country of Residence.

The maximum duration of any one Covered Trip is ninety-two (92) consecutive days.

**Data Base:**

Consists of an organized collection of data for one or more uses. In our case medical and travel assistance policies, issues, up to date listing of Insureds to whom Services are owed.

**Deductible or Excess:**

The amount of expenses which is not Covered by the Insurer, and that are to be paid by the Insured Person before the Policy Benefits become payable.

**Doctor or Physician:**

An officially registered medical practitioner according to the law of the place where the Claim happens.

**Emergency Dental Care:**

Any natural Dental treatment Covered by the policy due to a condition suddenly started up at travel and that it does not occur by reason of any pre-existing situation has been documented by dentist's report.

**Fraudulent Claims:**

When the Insured, Beneficiary or someone acting on their behalf, uses any Fraudulent means or devices in order to obtain any of the Benefits of this policy, consequently, any payment of any amount in respect of such Claim shall be cancelled.

**General & Specific Policy Conditions:**

The terms and provisions of all aspects of the policy which state the rights and duties of the Insured or Insurer. The policy conditions will usually be located in the policy schedule.

**Immediate Family Member of the Insured:**

Spouse, children, parents, grandparents and siblings.

**Injury:**

A medical problem caused by a sudden and severe external cause or reason beyond the control of the Insured, within the validity period of this Policy.

**Insurance Parties:**

An interested Party or additional interest is a person or company other than the named Insured on a policy, which has an insurable interest in the person or property Covered by the policy.

**Insured Person:**

Within the validity period of the policy, the person aged between thirty (30) days and eighty (80) years, whose name and address are specified in the policy, with respect to whom the Premium has been paid before his/her travel and who is a permanent resident in the country where the policy was issued.

**Insurer:**

The Insurance Company registered and authorized in the country in which this insurance policy is issued and subscribed.

**Legislation:**

Written and approved laws. Also known as statutes, acts or *lex scripta*.

**Limit/Sum Insured:**

The amounts set forth in the General & Specific Policy Conditions, schedules of Benefits/Services/Covers and Limits of each different plan, and which represents the maximum Benefit (financial, temporary or another kind) Covered under each guarantee.

**Means of Transport /Common Carrier:**

It will be understood like Common Carrier which are hired to carry out the trip object of this insurance and will remain limited to the plane, ship, train, or coach, including when going into and going out of the above-mentioned way of transport.

Equally there, remains Covered the Accident of the way of public transport (limited to taxi, rent car with driver, tramway train, bus, train, underground train) during the direct route between the point of exit or come (domicile or hotel) up to the terminal of the trip (station, airport, port).

**Not Eligible Insured Person:**

- a) Insured intending to travel more than 92 consecutive days.
- b) Persons of less than 30 days old.

- c) Persons aged from 80 years old and above, except in case a specific Plan including such Cover for persons aged from 80 years and above are contracted.
- d) Non-residents in the country where the policy is issued.
- e) Those who have initiated the trip prior to the insurance underwriting.
- f) Insured travelling for work reasons (paid or otherwise), undertaking physical or manual hazardous activities such as: use of machinery, loading and unloading, working at heights or in confined spaces, assembly of machinery, working on floating or underwater platforms, mines or quarries, use of chemical substances, laboratory work of any kind and any other hazardous activities.

**Orthopaedic material or orthosis:**

Anatomical parts or items of any kind used to prevent or correct temporary or permanent deformations of the body (walking sticks, cervical collar, wheelchair, etc.).

**Osteosynthesis material:**

Parts or pieces of metal or of any other kind used to join together the ends of a fractured bone, or to knit together the tips of joints, by surgical operation and which can be reused.

**Period of Insurance or Effective Date of Coverage:**

The period that commences and ends on the dates stated on the Certificate of the Policy contracted.

Such Period of Insurance is in any case not renewable.

**Period of Cover:**

The duration of the policy as long as the correspondent fees have been paid.

**Personal Accident:**

Physical Injury or mental anguish caused, by actions or negligence of another Party.

**Policyholder:**

The natural or legal person who subscribes the policy with the Insurer and who is bound by the obligations arising therefore, save those which, owing to their nature, must be complied with by the Insured.

**Premium:**

The amount the Policyholder must pay in consideration for the Benefits/Services/Covers provided.

**Prosthesis:**

These are deemed to be any item of any kind that temporarily or permanently replace the lack of an organ, tissue, organic fluid, member or part of any of them. By way of an example, mechanical or biological items such as cardiac valve parts, joint replacements, synthetic skin, intraocular lenses, biological materials (cornea), fluids, gels and synthetic or semi synthetic liquids that replace organic humors or liquids, medicine reservoirs, mobile oxygen therapy systems, etc.

**Risk:**

Probability or threat of a damage, Injury, liability, loss, or other negative occurrence, caused by external or internal vulnerabilities, and which may be neutralized through pre-mediated action.

**Serious illness:**

Any Illness that requires admission to hospital and which, in the opinion of The Assistance Company's medical team, prevents the Insured from continuing travel on the date planned, or which involves the Risk of death.

**Serious injury:**

An Injury which, in the opinion of The Assistance Company's medical team, prevents the Insured from continuing travel on the date planned or involves the Risk of death.

**Service Provider (or Assistance Company):**

An independent subcontractor appointed to perform any services.

**Spouse:**

Person officially registered as wife or husband of the Insured.

**Sudden illness:**

Any sudden change in health diagnosed and confirmed by a legally recognized Doctor during the life of the policy and which is not comprised or derived from either of the following two groups:

- Congenital disease: the disease that exists at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy.
- Pre-existing disease: the disease that the Insured suffered prior to the date of taking out this Policy, even if it wasn't diagnosed.

**Territory:**

Geographic area where the travel, object of the contract, takes place and in which the events that occur there have coverage.

**Theft (Personal effect):**

The attempt to steal or stealing all privately owned moveable, personal property of an individual

**Usual Country of Residence:**

The country where the Insured Person is a citizen or permanent resident and where the Policy is issued by the authorized Insurance Company.

**Usual Place of Residence:**

The home or residence of a Beneficiary in the Usual Country of Residence.

***Whenever the Insured is traveling out of his Usual Country of Residence up to a maximum of 92 consecutive days, the assistance company will provide the following:***

**"Known Cause" General Exclusion:** Circumstances known to **the Insured Person and/or the Beneficiary** before he purchased **his** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancelling or **cutting short** the **trip**.

**SECTION 1 – MEDICAL & EMERGENCY ASSISTANCE**

**1. Medical, hospitalization, surgical and pharmaceutical expenses.**

In the event of sudden illness or injury of the insured while on a trip abroad, the company will meet the usual, customary, necessary and reasonable costs of hospitalisation, surgery, medical and pharmaceutical expenses prescribed by the attending doctor up to the amounts and deductibles as stated in the schedule of benefits.

The assistance company's medical team will maintain the necessary telephone contacts with the centre and with the doctors attending to the Insured to supervise the provision of proper health care.

**The implementation of this cover is subject to the prior approval of the Assistance Company.**

As an exception to the General Exclusions **related to Internationally and locally recognized epidemics or pandemics declared by the World Health Organisation and their consequences**, the Insured is covered under the same terms if he/she falls ill with an infectious disease during the trip, except in the cases referred to in Specific exclusions hereafter.

**Specific exclusions:**

**In addition to the General Exclusions specified below are not covered urgent medicines costs when the Insured:**

- **has travelled to/from a country, specific area or event where the Government or a regulatory authority has put restrictions against all travel.**
- **failed to obtain any recommended vaccines, inoculations or medications prior to his/her trip.**

**2. Transport or repatriation of the insured.**

In the event of sudden illness or injury of the insured while on a trip abroad, the assistance company will take charge of transferring, or repatriating to the country of residence, to a properly equipped medical facility.

The assistance company, through its medical team, will decide if transfer or repatriation is necessary, depending on the situation or gravity of the condition of the insured.

The assistance company's medical team will maintain the necessary contacts with the medical centre and with the doctors attending to the Insured and on the basis thereof, will decide whether to transfer or repatriate the Insured, and on the most suitable means of transport to use.

Transfer will be performed in ambulance or another means of transport, to the place where adequate medical assistance can be provided.

**3. Sea and mountain rescue expenses.**

This does not include rescues on the spot but includes possible medical expenses at hospital up to USD 35,000

**4. Extension of stay of the insured abroad.**

In the event of sudden illness or injury of an insured person while on a trip abroad, the assistance company will meet the costs of hotel or other accommodation of the Insured where an extension of the Insured's stay abroad is necessary as a result of such sudden illness or injury as certified by attending doctor.

**5. Travel and stay of one immediate family member of the insured.**

In the event that the insured is travelling abroad alone and admitted to hospital for more than seven days as a result of sudden illness or injury while on a trip abroad covered in the policy, the assistance company will take charge of the outbound and return journey of one designated immediate family member at the Insured's choice, from the Usual Country of Residence of the Insured to the place of hospitalization of the Insured abroad.

The assistance company will also take charge of accommodation of the designated family member to a limit of USD 100 per day for a maximum of USD 1,500.

**6. Emergency dental care abroad.**

If necessary, when the insured is travelling abroad, the assistance company will provide the insured with the dental assistance required.

The maximum limit of the expenses for this benefit is US \$ 160 per case and US \$ 1,500 per annum and in the aggregate.

This coverage is restricted to the treatment of pain, infection and removal of the tooth affected.

**7. Emergency return home following death of a close family member.**

When the insured on a trip abroad has to curtail his/her journey due to the death of an immediate family member, the assistance company will meet the cost of the travel to his/her usual country of residence, whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the trip.

The Insured shall furnish the evidence, documents or certificates of the event, which caused the journey to be cut short (death certificate).

**8. Escort of minor child.**

In case of sudden illness or injury of the insured while on a trip abroad, and any of the accompanying insured party were to be a child of under 18 years of age and who did not have anyone to accompany him/her, the assistance company will provide a suitable person to look after him/her during the trip to the hospital where the former is hospitalized, or to the usual residence in the country of origin, whenever there were no other person who could take charge of him/her.

**9. Repatriation of family member travelling with the insured.**

Should the insured be hospitalized due to sudden illness or injury while on a trip abroad for more than seven days or deceased, the assistance company will meet the cost in respect of repatriating to the usual country of residence the immediate family members accompanying the insured at the moment of the event, having the same country of residence as the insured, considering this immediate family member is unable to travel by his/her own means of transport or the means of transport used for the initial trip.

In case of family policy, the cover is extended to all the immediate family members travelling with the insured as contained in the policy schedule before the commencement of the trip.

**10. Repatriation of the mortal remains.**

In the event of death of the insured while on a trip abroad, the assistance company will make the necessary arrangements for his/her transport or repatriation and will meet the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at his/her usual country of residence.

**Payment of expenses for interment, cremation or funeral ceremony is excluded from this guarantee.**

## **SECTION 2 – PERSONAL ASSISTANCE SERVICES**

### **1. Delivery of medicines.**

The assistance company will take charge of delivering the medicines while on a trip abroad prescribed urgently by a doctor for the Insured during the trip and which cannot be found in the place where he/she had travelled to or to be replaced by medicines that have a similar composition.

**The Assistance Company will not be responsible for the medicines expenses.**

### **2. Medical referral/appointment of local medical specialist.**

Through the assistance company call center, the insured while on a trip abroad will be given access and referred to any agreed medical center or medical practitioner of the company's international network.

### **3. Connection services.**

While on a trip abroad, the Insured may contact the assistance company to obtain miscellaneous services in the country where he is located such as rental car referral, hotel reservation, and legal and administrative information. However miscellaneous services required by the Insured that are not covered under this Policy shall remain the responsibility of the Insured and at his own expense.

### **4. Loss of passport, driving license, national identity card abroad.**

In the case of loss of the Insured party's passport, driving license, national identity card while on a trip abroad, the assistance company will take charge of the expenses of the displacements necessary for obtaining a new passport, driving license, national identity card or equivalent consular document.

### **5. Fraudulent transactions on lost or stolen Insured Cards (Internet fraud is excluded)**

Fraudulent Use(s) means any payment or withdrawal transaction made by a third party using one or more Insured Cards lost or stolen during the Period of insurance.

In the event of fraudulent use of the insured card following a theft or loss, the Assistance Company reimburses the Beneficiary of the Insured Card for the pecuniary losses it incurs in case of:

- payment or withdrawal transactions made fraudulently by a third party using the Insured Card in the event of these transactions occur between the time of the loss or theft of the Insured Card and the moment when the Beneficiary has asked to his/her bank to cancel the Insured Card.
- fraudulent use of the card for Internet purchases made by a third party with the Insured Card following the theft or loss of the Insured Card.

All Fraudulent Uses committed as a result of the same loss or theft of the Insured Card constitutes one claim.

The Assistance Company shall indemnify the Beneficiary within the limits stated per card and per Period of insurance in the Benefits Schedule above.

In any case and in order to avoid unjust enrichment of the Beneficiary, the Assistance Company reserves the right to request additional information from the Beneficiary in order to verify the reality of the guaranteed event, in particular the answer of the Bank whether or not the claim is reimbursed.

#### **Exclusions specific to the guarantee "Fraudulent transaction on lost or stolen Insured Cards":**

**In addition to the General Exclusions, the consequences of the following events and damages are not covered:**

- **The gross negligence or intentional misconduct of the Beneficiary or one of his relatives (spouse, cohabitant, ascendant, descendant),**
- **Any claim made while the opposition proceedings have not been made and registered with the Bank,**
- **Any fraudulent use made after the date of opposition / termination of the Insured Card,**
- **Opposition fees and the preparation of a new card billed by the Bank,**
- **Any payment or withdrawal transactions made fraudulently by a third party using the card data collected by Skimming. Skimming means fraudulent activity that involves hacking credit cards, especially from ATMs.**



### **SECTION 3 – TRIP CANCELLATION & DELAY BENEFITS**

#### **1. Trip cancellation abroad.**

##### **What is covered:**

The Assistance company shall indemnify the insured in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation up to USD 5,000, in the event of the insured's covered trip being necessarily cancelled due to:

- a) The death, accidental bodily injury or illness of the Insured or the death, accidental bodily injury or illness of the Insured's immediate family member;

As an exception to the General Exclusions specified below **related to Internationally and locally recognized epidemics or pandemics declared by the World Health Organisation and their consequences**, the Insured is covered under the same terms if before travelling:

- I. the Insured falls ill at Home with an infectious disease and cannot travel;
- II. the Insured or a Close Relative has to self-isolate at Home because of an infectious disease and cannot travel Abroad (subject to medical certification);
- III. the Insured has been denied boarding at airport due to detected symptoms of an infectious disease.

- b) The destination the Insured is travelling is subject to travel restrictions by Ministry of foreign affairs, or denial of entry by the local authorities, or is required to quarantine upon arrival (or upon return Home);

As an exception to the General Exclusions specified below **related to Internationally and locally recognized epidemics or pandemics declared by the World Health Organisation and their consequences** the Beneficiary is covered under the same terms if during the trip, travel restrictions are imposed asking to the Beneficiary to return at Home due to an **Internationally and locally recognized epidemics or Pandemics declared by the World Health Organisation**

- c) The death, accidental bodily injury or illness of any person with whom the insured had arranged to travel, reside or conduct business, or of the immediate family member;
- d) The insured or any person with whom the insured had arranged to travel, reside or conduct business being:
- I. Quarantined or called for witness or jury service;
  - II. Made redundant provided that such redundancy qualifies for payment under the applicable usual country of residence legislation;
  - III. Called for emergency duty as a member of the armed forces, the defense of civil administration, the police force or the fire, rescue, public utility or medical services;
  - IV.
  - V. Required to be present at his home or place of business in the usual country of residence following burglary or major damage;
- e) The cancellation of scheduled or chartered transport services (including connecting publicly licensed transportation) caused by accident, strike, industrial action, hi-jack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after the Covered Trip is booked or this Insurance is effected, whichever the later;
- f) Major damage rendering uninhabitable the accommodation in which the Insured Person had previously booked to reside during a Covered Trip.

##### **Specific Exclusions applicable to trip cancellation:**

The Insurer and Assistance Company shall not be liable for claims resulting from:

- Childbirth, pregnancy or any medical complications resulting there from within 2 months of the estimated date of delivery;
- Any condition or set of circumstances known to the Insured at the time the Trip was booked or this Insurance was affected, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the Insured's Covered Trip;
- Lack of or unreasonable care taken by the Insured in respect of travel to the airport/station, route to the airport/station and departure time.
- Any claim arising directly or indirectly from circumstances known by the Beneficiary prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or curtailment of the trip;



- Any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the accommodation, their booking agents, travel agent or other compensation scheme;
- Any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the transportation, their booking agents, travel agent, compensation scheme or financial protection scheme (such as but not limited to Air Travel Organisers' Licensing);
- Any unused or additional costs incurred by the Beneficiary which are recoverable from the Beneficiary's credit or debit card provider or PayPal;
- Any claim arising from a reason not listed in the 'What is covered'.
- Any claim where the Beneficiary cannot travel or chooses not to travel because of Government or regulatory authority restrictions or advices relating to a pandemic declared by the World Health Organisation.

## **2. Delayed departure abroad.**

In the event that transport services on which the Insured has previously booked to travel are delayed due to any of the perils listed in Section 2 (1) above, the Assistance Company will indemnify the Insured in respect of the outward journey at commencement of the Covered Trip as follows:

- I. Up to USD 2,500 as stated in the Schedule of Benefits for irrecoverable losses paid or to be paid for travel and or accommodation if the Insured opts to cancel the Covered Trip completely following delay of more than 24 hours, less any amounts recoverable under Section B (iv) above, or
- II. For each completed 6 hours period of delay an amount of USD 30 will be paid and up to a maximum of USD 180 in all.

### **Conditions and limitations applicable to trip delay:**

The insured must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this section of the policy, claims under this section shall be calculated from the actual time of departure of the conveyance on which the insured was booked to travel, as specified in the booking confirmation.

## **SECTION 4 – CHECKED-IN LUGGAGE BENEFITS**

### **1. Compensation for in-flight loss of checked-in baggage.**

The assistance company will supplement the compensation for which the carrier is liable up to a limit of USD 1,000 as a sum of both compensation payments, for the collection of baggage and possessions checked in by each Insured, in the event of loss during the carriage by air performed by the carrier company, for the purpose of which the Insured shall furnish a list of the contents including the estimated price and date of purchase of each item, as well as the settlement of the compensation payment by the carrier.

Compensation payment for loss will be calculated according to the procedures recommended by international carriage by air organizations.

The minimum period of time that must elapse for the baggage to be considered to have been lost once and for all will be that stipulated by the carrier company, with a minimum of 21 days.

**Money, jewellery, debit and credit cards, and any type of document are excluded from this guarantee.**

### **2. Compensation for delay in the arrival of luggage abroad.**

Being temporarily deprived of his registered baggage and/or personal effects for a period in excess of 12 hours on his outward journey whilst on the covered trip, for all the necessary emergency purchases against original invoices up to a maximum limit of USD 300 as stated in the schedule of benefits.

Any amount so paid shall be deducted from any subsequent claim paid under Section 3 (1) above,

Being deprived of his passport and /or any official transportation documents, for expenses related to formalities and issuing of a new passport as stated under Section 1 (26) in the Schedule of Benefits.

### **3. Location and forwarding of baggage and personal effects.**

The Assistance Company will furnish the Insured with advice on reporting the robbery or loss of his/her baggage and personal possessions and will collaborate in arrangements for locating them.

In the event that the aforesaid possessions should be recovered, the Assistance Company will take charge of forwarding them to the place of the trip planned by the Insured or to his/her usual country of residence. In this event, the Insured is under an obligation to return the compensation received for the loss in accordance with this policy.

**Conditions and limitations applicable to Section 4:**

The maximum limit for a single item shall not exceed the limit stated in the Schedule of Benefits; a pair or set of articles being deemed a single item.

Total loss or destruction of an insured item shall be dealt with on an indemnity basis up to the Sum Insured stated in the Schedule of Benefits subject to any maximum limits expressed in this Policy. The Insured Person shall at all times exercise reasonable care in the supervision of insured baggage and/or personal effects.

**Exclusions applicable to Section 4:**

The Assistance Company / Assistance Company shall not be liable for claims resulting from:

- Breakage of glass or china unless caused by an accident to the conveyance in which the Insured is traveling;
- Loss or damage caused by moth, vermin, electrical or mechanical breakdown, machinery breakdown, gradual deterioration or wear and tear (does not apply to the loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening device used in a carrier or container);
  - Loss of cash, bank or currency notes, checks, postal orders, credit cards, charge cards, travel cards, bankers cards, travellers checks, travel tickets, other people's passports, driving licenses, green cards and petrol or other coupons;
  - Claims resulting from confiscation, requisition, detention, destruction or damage by customs authorities or other such officials;
  - Losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable.
  - Breakage of sports equipment whilst in use or loss of or damage to pedal cycles or hired equipment;
  - Loss of or damage to contact, Cornell or micro-Cornell lenses.

**SECTION 5 – PERSONAL ACCIDENTS**

**Cover:**

In the event the Insured shall sustain or suffer a bodily Injury resulting solely, directly and independently of all other causes from external, violent, visible and Accidental means and directly cause or necessarily result in:

1. **Accidental Death.**
2. **Total Permanent Disability.**

The Assistance Company shall pay to the Insured or to the Insured's executors or administrators or to indemnify him or them the Sum Insured stated in the Policy Schedule against this Benefit.

The Accidents which the Insured party could suffer during the 24 hours of the day, except for express agreement, are insured Risks which subscribe a partial Cover.

**Area of cover:**

The policy's Cover is applicable, except when stipulated to the contrary, in any place in the world, except in the country of habitual residence, while the Insured party is traveling, the length of the trip not exceeding 92 days.

The corresponding compensation will be paid in the country where the policy has been issued in US Dollars.

**Type of disablement**

Head and nervous system	% of Sum Insured
Total derangement	100
Total blindness	100
Total dumbness being unable to make coherent sounds	70
Loss of an eye or of the vision thereof, having lost the other previously	70

Epilepsy in its maximum degree	60
Total deafness	50
Total deafness in one ear, having lost the hearing in the other previously	30
Ablation of the lower jaw	30
Loss of an eye conserving the other and decrease to half of the binocular vision	25
Operated bilateral traumatic cataract (aphaquia)	20
Total deafness in one ear	15
Serious disorders of the joints of both jaw bones	15
Operated unilateral traumatic cataract (aphaquia)	10
Total loss of smell or taste	5
<b>Vertebral column/Spine</b>	
Paraplegia	100
Quadriplegia	100
Restricted movement because of vertebral fractures without neurological complications or serious deformations of the spine: by 100 for each vertebra affected, with a maximum of 20 vertebra	20
Barré-Lieou Syndrome	10
<b>Thorax, abdomen and genito-urinary system</b>	
Loss of a lung or reduction by 50 per 100 of lung capacity	20
Colostomy	20
Diaphragm hernia	10
Nephrectomy	10
Splenectomy	5
<b>Upper limbs</b>	
Amputation of an arm from the shoulder bone joint	100
Amputation of an arm at elbow level or above	65
Amputation of an arm below the elbow	60
Amputation of a hand at wrist level or below	55
Amputation of four fingers of one hand	50
Total loss of movement of a shoulder	25
Total paralysis of the radial, cubital or median nerve	25
Amputation of a thumb	20
Total loss of movement of an elbow	20
Total loss of movement of a wrist	20
Total amputation of a first finger or two phalanges thereof	15
Total amputation of any other finger of a hand or of two phalanges thereof	5
<b>Lower limbs</b>	
Total loss of movement of a hip	20
Amputation of a leg above the knee joint	60
Amputation of a leg keeping the knee joint	55
Amputation of a foot	50
Partial amputation of a foot keeping the heel	20
Total loss of movement of a knee	20
Total paralysis of the external popliteur sciatica	15
Total loss of movement of an ankle	15
Amputation of a big toe	10
Shortening of a leg by 5 cm or more	10
Serious difficulties in walking following fracture of one of the heel bones	10
Amputation of any other toe	5

**When applying the scale, the following rules will be considered:**

- a) The compensation percentages for upper limbs should be reduced by 15 per 100 when it is not the dominant side (injuries to the left limb of a right-handed person and vice versa), save in the event of a hand combined with that of a foot.
- b) The compensations will be fixed regardless of the profession and age of the Insured, as well as any other factor not Covered in the scale.
- c) When there are several types of disability derived from one Accident, their relevant compensation percentages will be accumulated, with a maximum of 100 per 100 of the Sum Insured for this warranty.
- d) The absolute and permanent functional impotence of a member or organ will be considered to be a total loss thereof.
- e) The sum of the percentages of compensation for various types of partial disability in one member or organ may not be more than the percentage established for its total loss.
- f) The types of disablement not expressly specified in the scale will be indemnified by analogy with other cases that feature in it.
- g) Partial limitations and anatomical losses will be indemnified in proportion to the loss or absolute functional impotence of the limb or organ affected.
- h) If a member or organ affected by an Accident had amputations or functional limitations prior thereto, the percentage compensation applicable will be the difference between that of the pre-existing disability and that resulting after the Accident.

The degree of disability, for the effects of definitive compensation, will be established by the Assistance Company when the physical condition of the Insured is medically acknowledged to be the final condition and the latter furnishes the relevant medical certificate of disablement. If after twelve months have elapsed after the date of the Accident, it still cannot be established, the Insured may ask the Assistance Company for a new deadline of up to twelve months more, after which the latter will have to establish the disablement on the basis of which it considers will be the final outcome.

If the Insured should fail to accept the proposal made by the Company, on the basis of the medical certificate of disablement and on the basis of the policy scale, the following regulations will apply:

- a) Each party will appoint a medical expert, and acceptance thereof shall be recorded in writing. If one of the parties should have failed to make the appointment, it will be obliged to do so in the eight day period after the date on which it is required to do so by the party that had appointed their expert; should it fail to do so in that time limit, it will be construed that it accepts the decision reached by the other party's expert, and will be bound to comply with it.
- b) If the experts should reach an agreement, it will be set forth in a joint procedure, in which the causes of the loss, the degree of disablement and the other circumstances that influence the establishment thereof will be placed on record, as well as the proposal for the relevant percentage compensation.
- c) When the medical experts fail to reach an agreement, both parties will appoint, by agreement, a third expert, In the event that they should fail to do so, this will be done by the First Instance Court Magistrate of the home address of the Insured, in a voluntary jurisdiction procedure and by means of the procedures envisaged for the appointing experts by ballot in the Rules of civil law procedure.
- d) If the decision of the experts were challenged, the Assistance Company shall pay the minimum amount of what it might owe, according to the circumstances that it knows, and if it were not, it will pay, within five days, the amount of the compensation indicated by the experts.
- e) If the Assistance Company were to delay payment of the compensation that had become irrefutable and the Insured were obliged to claim it in court, the relevant compensation will be increased by 20 per 100 per year, which will start to accrue from the time that the evaluation became irrefutable for the Assistance Company and, in any case, with the amount of the expenses that the Insured had incurred as a result of the process.

#### **Exclusions to Section 5:**

The Insurer and /or The Assistance Company shall not be liable for Claims resulting from:

1. Travel by aircrafts, helicopters or any other common carrier not authorized for the public transporting of passengers.
2. Active participation in criminal acts or in bets, challenges or arguments except in the case of legitimate self defense or state of need.
3. Participations in any organized dangerous competition, races, sports and training thereon.
4. Suicide or attempting suicide or any wilful Injury.

5. Addiction to alcohol or narcotics or misuse of drugs.
6. Blood transfusion and Acquired Immune Deficiency Syndrome (AIDS).
7. Any bodily Injury or sickness the Insured was suffering from prior or at the commencement of this Policy.
8. Pregnancy, childbirth, miscarriage (whether legitimate or not) and any complications resulting there from.
9. Death or total permanent disability as a direct result from an Accident, which occurred in the Country of Residence of the Insured.

**NOTWITHSTANDING THE FIRST EXCLUSIONS, IT IS HEREBY DECLARED AND AGREED THAT THIS POLICY IS EXTENDED TO COVER DEATH OR TOTAL PERMANENT DISABILITY OF THE INSURED WHILST TRAVELING IN A COMMON CARRIER SUBJECT TO A MAXIMUM COMPENSATION FOR ANY ONE SINGLE CLAIM AFFECTING A GROUP OF INSURED TRAVELING TOGETHER OF USD 500.000 AND IN SUCH AN EVENT THE MAXIMUM COMPENSATION OF USD 500.000 SHALL BE PROPORTIONATELY DISTRIBUTED BETWEEN ALL ELIGIBLE BENEFICIARIES.**

#### GENERAL EXCLUSIONS

- 1) Loss, damage, illness and/or injury directly or indirectly caused by, arising out of, and/or during, and/or in consequence of the following are excluded from the guarantee/Cover granted under this Policy:**
- a) The bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions including those actions of the Insured in a state of derangement or under psychiatric treatment costs for which are themselves excluded;
  - b) Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon any other type of natural disaster;
  - c) Events arising from terrorism, mutiny or crowd disturbances unless "Terrorism Extension" has been subscribed prior to the start of the policy;
  - d) Events or actions of the Armed Forces or Security Forces in peacetime;
  - e) Wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whatever type.
  - f) Those caused by or resulting from radioactive materials and nuclear energy;
  - g) Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity;
  - h) Illness or Injuries existing prior to the claim, unless expressly included in the Private or Special Conditions and subject to payment of the relevant surcharge Premium;
  - i) Those that occur as a result of the participation by the Insured in competitions, sports, and preparatory or training tests;
  - j) Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting outside European Territory, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding and, in general, any sport or recreational activity that is known to be dangerous;
  - k) Participation in competitions or tournaments organised by sporting federations or similar organisations.
  - l) Hazardous winter and/or summer sports such as skiing and/or similar sports.
  - m) Permanent resident and students outside of resident country.
  - n) The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers, as well as helicopters;
  - o) The Accidents deemed legally to be work or labour Accidents, consequence of a Risk inherent to the work performed by the Insured.
  - p) Internationally and locally recognized epidemics or pandemics declared by the World Health Organisation and their consequences
  - q) Illnesses or Injuries arising from chronic ailments or from those that existed prior to the inception date of the policy;
  - r) Death as a result of suicide and the Injuries or after-effects brought about by suicide and/or attempted suicide or any self-inflicted Injuries.
  - s) Illness, Injuries or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental Illness or mental imbalance;
  - t) Illness or Injuries resulting from refusal and/or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Assistance Company and agreed by its medical Service;
  - u) Illness or Injuries caused by pregnancy and childbirth or any complication therefore or voluntary termination of pregnancy;
  - v) Mental Health diseases.

- w) Venereal sexually transmitted diseases.
- x) All pre-existing, congenital and/or Chronic Medical Conditions.
- y) Any cardiac or cardio vascular or vascular or cerebral vascular illness or conditions or after-effects thereof or complications that, in the opinion of a medical practitioner appointed by the Assistance 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 Protected Journey.

**2) In addition to the foregoing General Exclusions, the following Benefits are not Covered by this insurance:**

- a) The Services arranged by the Insured on his/her own behalf, without prior communication or without the consent of the Assistance Company, except in the case of an extreme emergency/urgent necessity. In that event, the Insured shall furnish the Assistance Company with the vouchers and original copies of the invoices;
- b) Assistance or medical Services, which are not medically necessary and all Elective and/or non-Emergency medical condition and its complications.
- c) Rehabilitation treatments;
- d) Prostheses, orthopaedic material or thesis and osteosynthesis material, as well as spectacles.
- e) Assistance or compensation for events that occurred during a trip that had commenced, in any of the following circumstances:
  - 1) Before this insurance comes into force;
  - 2) With the intention of receiving medical treatment;
  - 3) After the diagnosis of a terminal illness;
  - 4) Without prior medical authorisation, after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip;
- f) Expenses that arise once the Insured is at his/her Usual Country of Residence, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, after the dates of the travel object of the Agreement have elapsed or after 90 days has elapsed since the start thereof, notwithstanding what is provided for in the Additional Clauses or in the Private or Special Conditions.
- g) Any Health Services that are received as Out-of-Hospital Benefits.
- h) All expenses relating to dental treatment, dental prostheses, and orthodontic treatments.
- i) Services that do not require continuous administration by specialized medical personnel.
- j) Personal comfort and convenience items (television, barber or beauty Service, guest Service and similar incidental Services and supplies).
- k) Medical Services that are not performed by Authorized Healthcare Service Providers, apart from medical Services rendered in a Medical Emergency.
- l) Prosthetic devices and consumed medical equipments.
- m) Treatments and Services arising as a result of hazardous activities, including but not Limited to, any form of aerial flight, any kind of power-vehicle race, water sports, horse riding activities, mountaineering activities, violent sports such as judo, boxing, and wrestling, bungee jumping and any professional sports activities.
- n) Costs associated with hearing tests, vision corrections, prosthetic devices or hearing and vision aids.
- o) Patient treatment supplies (including elastic stockings, ace bandages, gauze, syringes, diabetic test strips, and like products, non-prescription drugs and treatments, excluding such supplies required as a result of Healthcare Services rendered during a Medical Emergency).
- p) Services rendered by any medical provider relative of a patient for example the Insured Person and the Insured member's family, including Spouse, brother, sister, parent or child.
- q) All Healthcare Services & Treatments for In-Vitro Fertilization (IVF), embryo transport, ovum and male sperms transport.
- r) Treatments and Services related to viral hepatitis and associated complications, except for treatment and Services related to Hepatitis A.
- s) Air or Terrestrial Medical evacuation except for Emergency cases or unauthorized transportation Services.
- t) Medical Services and associated expenses for organ and tissue transplants, irrespective of whether the Insured Person is a donor or recipient.
- u) Any test or treatment not prescribed by a Doctor.
- v) Diagnosis and treatment Services for complications of excluded illnesses.



## HOW TO REQUEST ASSISTANCE?

**As soon as a covered event occurs, the Beneficiary or any other person acting on their behalf must immediately contact the Assistance Company alarm center in order to obtain a file number and which will allow the Assistance Company to act as soon as possible.**

**by telephone on the dedicated line number to the Assistance Company:**

- from abroad: + 33 (0) 1 49 65 25 44
- from France 01 49 65 25 44

**by fax:**

- from abroad: + 33 1 70 95 94 79
- from France 01 70 95 94 79

**by email:** [servicemedical.ame@axa-assistance.ma](mailto:servicemedical.ame@axa-assistance.ma)

by quoting the following assistance agreement number: 0803857 as well as their policy number.

Since the appearance of an event that could be included in any of the guarantees described previously, the Beneficiary or any person acting in his place will necessarily contact, in the shortest possible time, in every case, the Alarm Center *(24 Hrs/7 days)* mentioned below, which will be available to help any person.

In the event of any claim Covered under this policy, the liability of the Assistance Company shall be conditional on the Insured claiming indemnity or Benefit having complied with and continuing to comply with the terms of this Policy.

If a Benefit Covered by the policy or assistance is needed, the Insured shall:

- 1) Take all reasonable precautions to minimize the loss.
- 2) Make "NO" admission of liability or offer promise or payment of any kind.
- 3) As soon as possible contact **IPA** to notify the claim stating the Benefits required, and provide all relevant information:

<i>Country</i>	<i>Contact Number (24 Hrs/7 days):</i>
<b>Worldwide</b>	<b>+ 33 1 49 65 25 44</b>
<b>Email</b>	<a href="mailto:servicemedical.ame@axa-assistance.ma">servicemedical.ame@axa-assistance.ma</a>

*In the cases where the Insured, only due to force majeure or any reason beyond his control cannot contact IPA directly to request the Services or Benefits Covered by the policy, the Insured can seek for expenses reimbursement in writing as follows:*

- a. Contact IPA to obtain a "CLAIM NUMBER".
- b. Send an explanation letter of the circumstances of why the "Services or Benefits" for which expenses are being claimed were not requested or obtained from IPA directly.
- c. Send the official documents (such as Medical Report, Police Report or Notification of Loss or Theft, Airline Report of Delay, Cancellation, Lost Luggage, etc.) and original receipts of the expenses incurred.

IPA is NOT liable in respect of any Benefit, which would otherwise be payable under this Policy, should there be another insurance in force Covering the same contingencies. IPA, at its discretion will consider reimbursing any expenses, totally or partially, after an internal assessment and case study is done.

The amounts (if any) reimbursed, will not exceed under any circumstance the amounts the Assistance Company would have paid to provide the Services directly, if it was contacted in due time and manner by the Insured at the time the claim occurred.

**Important Note**

***The Assistance Company will not be liable to provide any assistance when:***

- a) *As a result of force majeure, it is unable to put into effect any of the Benefits specifically envisaged in this policy.***
- b) *The provision of which would endanger the lives of those persons intended to provide the assistance.***

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