

POLICY TERMS & CONDITIONS

This policy is a contract of insurance and is the basis upon which all claims will be considered. Each Insured Person should read this policy carefully ensuring that he/she fully understands all the terms and conditions and takes it (or a copy) with him/her on journey, for reference purposes. If there is any point which requires clarification, please contact Kuwait Qatar Insurance Company, P.O. Box 25137, Safat 13112, Kuwait, Tel: 22064412.

It is our intention to provide you with an efficient service. If you are dissatisfied with any aspect of the service you receive, please direct your complaint in the first instance to Manager (Retail), Kuwait Qatar Insurance Company, P.O. Box: 25137, Safat 13112, Kuwait, Tel: 22064412. In addition to the above, there is availability of customer dispute resolution at Insurance Regulatory Unit of Kuwait.

This travel insurance policy has been arranged for providing insurance to the Insured Persons named in the Schedule. The Company will provide each Insured Person with insurance in the manner described in each Section of this Policy subject to the terms provisions conditions limitations and exclusions therein and the General Exclusions and General Conditions of this Policy.

24HOUR CLAIMS ASSISTANCE BY NEURON LLC – TEL NO. +9714 382 3700 / +9714 317 8500

GENERAL DEFINITIONS

A - Accident: An accident occurs if a) the insured person involuntarily sustains injury to his/her health by virtue of a sudden event acting on their body from outside; b) the insured person suffers injury to his/her health as a result of defending himself/herself in accordance with the law or in the course of efforts to rescue human life or property.

Abroad: Abroad is not deemed to be within Kuwait.

C - Carers: Carers are those persons who care for the accompanying or non-accompanying relatives of the insured person who are under age or require long-term care (e.g. au-pair).

Change of employment Change of employment refers to any situation where the employee changes employer with a resulting termination of the previous employment relationship and conclusion of a new employment contract. Transfers within a company are not deemed a change of employment.

Chronic psychiatric illnesses: A chronic psychiatric illness is deemed to exist if the insured person has been regularly under the care of medical treatment or psychotherapy on account of an underlying condition. Chronic illnesses also include those illnesses which occur as episodes.

Commencement/ Start of trip: For purposes of Travel Cancellation Insurance, the trip is deemed to have commenced when the first booked travel service begins. The following individual events are deemed to be commencement for Travel Cancellation Insurance:

for a flight: with check-in (or if the insured person has checked in on the previous evening when the traveller goes through the security check on the day of travel)

for a journey by sea: with check-in on the ship

for a bus trip: when the traveller enters the bus

for a rail trip: when the traveller enters the train

for a trip by car: with acceptance of a hire car or a mobile home, when commencing the outward journey with the insured person's own car when the first booked travel service is commenced, e.g. when responsibility for the booked holiday home is accepted. If a transfer service (e.g. rail & fly) is a fixed element of the overall trip, the trip commences when the transfer is commenced (entering the transfer vehicle, e. g. train). For the purpose of all other travel insurance policies, the trip commences when the insured person leaves their home.

Current value: The value is the sum generally required to purchase new items of the same kind and quality less an amount representing the condition of the articles insured (age, wear, usage, etc.).

Curtailment of the trip: A trip is deemed to have been curtailed, if the insured person definitively ends his/her stay at the holiday destination and returns home.

E - Employment relationship

Employment relationship refers to the employment relationship between an employee and an employer based on an employment contract and subject to social security contributions. The insurance covers any employment relationship subject to social security contributions with minimum weekly working hours of 15hours, concluded for at least one year.

H - Home country: The home country is Kuwait.

POLICY TERMS & CONDITIONS

I - Immediately: Without culpable delay.

Insurance agents: An insurance agent is the intermediary who concludes the insurance policy with the policyholder as the representative of the Insurer. The insurance broker who represents the policyholder is not deemed to be the insurance agent.

Insured persons: Insured persons are the persons named in the insurance certificate or the receipt, or the group of persons described in the insurance certificate.

Insured stay/ trip: The insured stay/ trip is deemed to be the entire temporary stay / trip of the insured person in/ to the host countries.

Insured trip: See under “Insured stay / trip”

M - Medically necessary treatment

1. Treatments and diagnostic procedures can only be insured if they have a diagnostic, healing and/ or palliative purpose, are medically necessary and reasonable. They must be prescribed by a licensed, registered doctor, dentist or other therapist. Claims/costs will only be paid/reimbursed if the medical diagnosis and/or the prescribed treatment are in accordance with generally accepted medical procedures. Treatments are in particular not medically necessary if the insured person has such treatments carried out against medical advice.
2. Medical benefits or medical care are only regarded as medically necessary and reasonable, if
 - a) they are necessary in order to diagnose or treat the condition, the disease or injury of a patient;
 - b) the symptoms, the diagnosis and treatment are in accordance with the underlying disease;
 - c) they represent the most reasonable type and level of medical care and
 - d) they are carried out over a reasonable treatment period.

N - Natural events: Natural events include explosions, storm, hail, lightning, high water, flooding, avalanches, volcanic eruptions, earthquakes, landslides.

P - Pandemic: A pandemic exists if an infectious disease breaks out on large parts of a continent or several continents (e.g. plague).

Policyholder: The policyholder is the person who has concluded an insurance policy with THE INSURER.

Public transport: Public transport relates to all vehicles licensed for public conveyance of persons by air, land and sea. Vehicles used for tours / air tours, and hire cars and taxis are not deemed to be public transport.

R - Relative: The relatives are the spouse or civil partner, or partner living in cohabitation, children, parents, adopted children, adopted parents, foster children, foster parents, step children, step parents, grandparents, siblings, grandchildren, aunts, uncles, nieces, nephews, parents-in- law, children-in-law, and brothers-in-law and sisters-in-law of the insured person.

S - Schools (school-leaving certificate/ school examination) :Schools are deemed to be all educational institutions which are appropriate for meeting the statutory requirements of compulsory schooling, and those educational institutions which lead to the qualifications of school-leaving certificate, vocational school-leaving certificate, general certificate for entrance to a university, certificate for entrance to a specialist university, or to any other school leaving qualification following school education in accordance with the relevant national legislation; schools for apprenticeship trainees (vocational colleges) and schools in which a further accredited title (e.g. master craftsman) can be obtained from the chambers of industry and commerce or the craft guilds in accordance with specific trade guidelines. Universities are deemed to be all colleges of higher education and universities at which students can gain an academic degree.

Serious illness/ injury: Means any sudden and unforeseen change in health which first manifests itself during the Operative Time of Cover that is certified by a Medical Practitioner and prevents normal continuation of the insured journey.

Sports equipment: Sports equipment refers to all items required for practising a sport (e.g. golf club, surfboard, mountain bike, etc.) including accessories.

Start /Commencement of trip: See under “Commencement / Start of trip”

POLICY TERMS & CONDITIONS

T - Travel services: Travel services are deemed to be, for example, a booking for a flight, a journey by sea, a bus or rail trip, a bus transfer or some other form of transport to or from the holiday destination, or at the destination the booking of a hotel room.

Terrorist activity: Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).

U - Utilisation of Nuclear, Chemical or Biological weapons

- Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

HOW TO MAKE A CLAIM

If there are any circumstances that may give rise to a claim under this policy the Insured Person must as soon as practicable but within 30 days of such circumstances arising (or within 30 days of returning from the Journey if such circumstances arise during the Journey) –

- Contact Kuwait Qatar Insurance Company giving brief details of such circumstances and request a Claim Form. When contacting, the Policy Number stated in the Schedule should be quoted.
- Complete and return the claim form together with all receipts reports and evidence requested on the Claim Form. All claims must be substantiated by receipts, valuations, medical, police or other report(s) as applicable.
- All notices of claims must be submitted to the insurance company within 30 days of the occurrence / event that gave rise to the claim or within 30 days of returning from the trip if the claim arose during the trip. Any claim submitted after the lapse of the above-mentioned period shall not be considered.

Under certain circumstances, as listed below, immediate action is required to ensure that your claim is not prejudiced

Medical Expenses Claims - The Assistance Company must be notified within 48 hours of admission for in-patient treatment (outside of Kuwait) or in the event that emergency repatriation is required or in the event of the death of any Insured Person.

Cancellation Clause – Notification of the cancellation of the Journey must be given in writing to the Tour Operator or Travel Agent or in respect of journeys not arranged via a Tour Operator or Travel Agent, to the Accommodation and Transport providers IMMEDIATELY on occurrence of the circumstances giving rise to the claim.

Curtailed Claims - Notification of Curtailment of the Journey must be given to the Assistance Company prior to departing to return home.

Personal Baggage Claims - Loss of or Damage to Baggage occurring in transit must be reported IMMEDIATELY on discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained. All other losses must be reported to the local police within 24 hours of discovery and a written report obtained from them.

Passport Claims - Loss of Passport must be notified IMMEDIATELY on discovery to the Insured Person's nearest Embassy and a written report obtained from them.

Missed Departure Claims - The Insured Person must check in at the international rail terminal port or airport according to the official itinerary supplied and/or obtain:-

- written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay or
- a repairer's report in the event of a claim in respect of accident damage to or breakdown of the private motor vehicle in which the Insured Person was travelling.

POLICY TERMS & CONDITIONS

Delayed Baggage Claims - the non-arrival of the Insured Person's personal baggage must be reported IMMEDIATELY to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

IMPORTANT INFORMATION

Article 1 Insured trips

Insurance cover is provided for the relevant insured trip for social, domestic, pleasure, educational or commercial business purposes commencing from and returning to Kuwait as per the period stated on the insurance policy. The maximum duration for single trips under the annual policy is 90 days.

Article 2 Beginning and end of insurance cover

The insurance cover

- must be concluded for the duration of the entire trip;
- begins in the Travel Cancellation Insurance (Part C) with the conclusion of the insurance contract, at the earliest on booking the trip, and ends when the trip commences (commencement/start of trip). In the Cover for Travel Delays on the insured trip (Part C.4), the cover ends when the insured trip has been completed;
- begins in the other insurance packages at the agreed point in time, at the earliest on starting the trip (start of the trip), and ends at the agreed point in time, but at the latest on ending the insured trip;
- will extend beyond the agreed point in time if the scheduled end of the trip is delayed for reasons beyond the control of the insured person.

Article 3 Premium

- The premium is due immediately after conclusion of the insurance policy and must be paid when the insurance certificate is issued.
- If the premium has not been paid when the insured event occurs, the Insurer will be released from the obligations to make payments, provided that the policy-holder is responsible for non-payment.

Article 4 Exclusions

Unless specifically agreed to be covered by the Insurer, the following exclusions apply to this Policy;

- Persons over age 70 are only covered by the insurance if they can provide a medical certificate stating that they are in good health and condition and prior to the start of the journey.
- Loss or damage resulting from war, civil war, events similar to war, civil commotions, pandemics, nuclear energy or other ionising radiation, strikes and other forms of industrial action, requisition, and other events relating to Act of God.
- However, there shall be insurance cover if the insured person is unexpectedly affected during the insured trip by an event involving a war, civil war, events similar to war or civil commotions. This insurance cover lapses at the end of the seventh day after the commencement of a war or civil war.
The extension will not apply to trips in states where a war or civil war is already in progress in the territory of the state at the time when the insured person enters the state. The extension is also not applicable to active participation in war or civil war and to consequences of an accident or illness resulting from the use of Nuclear Biological or Chemical weapons.
- Loss or damage in connection with terrorist activity is not covered, provided the Ministry (or relevant Kuwaiti Authority) issued a travel alert for the corresponding destination territory before the start of the trip.
- This Policy doesn't cover travel to North Korea, Iran and Venezuela.

Article 5 Obligations following occurrence of the insured event

- The insured person is under an obligation,
 - not to do anything which might result in an unnecessary increase in costs (obligation to reduce losses);
 - to notify the insurer of the loss or damage immediately;
 - to allow the insurer to carry out any reasonable investigations into the cause and extent of its liability to make payment, truthfully to give any factual information which may be helpful for this purpose, to supply original documents in support, and, where appropriate, to release the doctors providing treatment from their duty of professional confidentiality, if knowledge of data is necessary in order to establish whether the insurer has an obligation to pay the claim and if so, the level of payment to be made.
- If any of the above obligations are intentionally not met, the insurer will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, the insurer will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the insured person. The insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made, unless the insured person has acted fraudulently.

POLICY TERMS & CONDITIONS

Article 6 Payment of benefit

1. Once the cause and extent of the insurer's liability has been established, the benefit must be paid within two weeks.
2. Any costs which the insured person incurs in foreign currencies will be reimbursed in KWD at the exchange rate applicable on the day on which these costs were paid by the insured person.

Article 7 Claims against third parties

1. To the extent allowed by law, claims for damages against third parties are assigned to the insurer up to an amount equal to the sum paid out.
2. The insured person will be under an obligation, where required, to assign claims for damages in this amount to the insurer.

Article 8 Special reasons for lapse of cover

The insurer is released from its liability to make payment if, after the occurrence of the insured event, the insured person deliberately attempts to deceive the insurer as to the circumstances which are material to the cause or extent of its liability to make payment or intentionally or deliberately makes untrue statements, particularly in the claim notification, even when this does not cause loss or damage to the insurer. In the case of intentional wrongdoing, the insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made.

Article 9 Benefits under other insurance policies

This policy does not cover Loss of or damage to property/or benefit insured under any other insurance policy or the amount of compensation received from other insurance or Common carrier/hotel/service providers. If an insured event occurs and benefit can be claimed under other insurance policies, those liability obligations shall take precedence. This shall also be applicable if a subordinated liability has been agreed in one of those insurance policies. The claims of the insured person shall not be affected and shall not be impaired by this circumstance. If the insured person reports the insured event to the insurer, this insurance policy shall perform first and the insurer will settle the claim in accordance with the terms and conditions of insurance.

Article 10 Domestic jurisdiction/Applicable law

1. This Policy shall be governed by the laws of the State of Kuwait including the applicable insurance regulations of the Insurance Regulatory Unit of Kuwait. In case of any dispute, the Parties subject themselves to the jurisdiction of the courts of Kuwait.

Article 11 Statute of limitations

1. Claims arising from the insurance policy shall lapse within three years. The limitation of time commences at the end of the year in which the claim arose and came to the attention of the insured person or must have come to that person's attention.
2. If the insured person has notified his/her claim to the insurer, the limitation of time is suspended until the insured person has received the decision from the insurer.

Article 12 Notices and declarations of intent

Notices and declarations of intent of the insured person, the policyholder and the insurer must be in writing, unless expressly agreed to the contrary. Insurance agents shall not be authorised for acceptance.

Article 13 Pre-existing Medical Conditions

This insurance does not cover any claim caused by or arising from any

- a) medical condition for which the Insured Person is, at the time of booking the Journey or the Date of Issue (whichever is later) on a waiting list for in-patient treatment or has required in-patient treatment during the previous 6 months;
- b) serious illness suffered by the Insured Person during the 6 months immediately prior to booking the Journey or the Date of Issue (whichever is later);
- c) recurring or ongoing illness infection condition or infirmity suffered by the Insured Person;
- d) any medical condition for which the Insured Person is advised that continuation of treatment by a doctor or hospital will be required during the Journey
- e) mental illness anxiety or depression medically diagnosed prior to the date of booking the Journey or the Date of Issue (whichever is later) unless declared to and accepted in writing by the Company;
- f) any medical condition for which the Insured Person has received a terminal prognosis;
- g) pregnancy or childbirth where the expected date of birth is within 2 months of expiry of the Period of Insurance;

POLICY TERMS & CONDITIONS

- h) wilfully self inflicted illness or injury by the influence of intoxicating liquor or drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction) alcoholism, drug addiction, solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling was to obtain medical treatment;
- i) any loss damage bodily injury death disease illness liability costs or expenses attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof;
- j) death injury illness or disablement directly or indirectly resulting from or consequent upon the insured Person's own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the Insured Person's own criminal act.

Article 14 Cancellation:

The policy once issued is non-refundable.

Article 15 Entire contract:

The Policy (including any add on covers), the Schedule and the application form constitutes the entire contract and, so, must be read together as 'the Policy'. The Policy is issued on the basis of the declarations made by the policyholder in the application form.

Article 16 Tax:

The premium quoted and/or charged by the Insurer is exclusive of value added tax ("VAT"), goods and services tax and/or any other similar taxes, charges, duties or levies (collectively "Taxes") that are existing as on date or that may be introduced in the future and are customarily borne by the policyholder. In case such Taxes are introduced after the date on which the insurance premium payable for the insurance cover is quoted by us or the insurance premium has been paid by the policyholder or the insured, such Taxes shall be charged to and shall be solely borne by the Policyholder and we reserve the right to recover such Taxes from the Insured Person.

Article 17 Sanctions clause:

We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit is subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or USA.

Article 18 Data protection:

Information about your policy (including your personal data and any sensitive personal data shared with the Insurer) may be processed and shared with the reinsurers or third party administrators for the purposes of administering the Policy. This may involve transferring information to other countries (some of which may have limited or no data protection laws). The Insurer has taken reasonable steps to ensure Insured Person's information is held securely. By purchasing the Policy, the Insured Person is deemed to have agreed to the process of his/her personal data and/or sensitive personal data (as applicable) by the Insurer and certain third parties for the purpose of administering the Policy.

COVERS

For Fly Europe Plan policy holders- The only cover provided is Medical Travel insurance and Medical Emergency Assistance up to the limit of USD.50,000/- ONLY

A – Medical Travel Insurance

A.1 Cover provided

In the event of serious illnesses, which occur in acute form on the insured trip, or in the event of accidents, the insurer will pay the costs of

- a) medical treatment abroad;
- b) medical and baggage transport;
- c) repatriation in the event of death.

A.2 Medical treatment abroad

1. The insurer will pay the costs of medical treatment required abroad, which is performed or ordered by doctors. This includes in particular the costs of
 - a) in-patient treatment in hospital including operations that cannot be delayed;
 - b) outpatient treatment;
 - c) drugs, medicines and bandages;

POLICY TERMS & CONDITIONS

- d) in the event of a premature birth up to and including the 32nd week of pregnancy, the costs of necessary treatment abroad for the newborn child;
- e) dental treatment for the relief of pain, including simple or temporary fillings and repairs to restore the function of dentures and replacement of teeth up to a total of USD 250 for each insured event;
- f) purchase of heart pacemakers and prostheses required for the first time because of an accident or an illness on the insured trip to ensure that the insured person can travel;
- g) aids (e.g. aids for walking, rental of a wheelchair), if they are required for the first time on account of an accident or an illness on the insured trip up to the total of USD 250 for each insured event.
2. If medical return transport is required by the end of the insured trip because it is not possible to move the insured person, the insurer will pay the costs of medical treatment up until the day when it is possible to move the insured person.
3. If a child up to the age of 12 covered under the insurance policy has to receive hospital treatment, the insurer will pay the costs of accommodation for an accompanying person in the hospital.
4. Telephone costs.
Telephone costs to make contact with the Emergency Call Centre of the insurer will be paid up to USD 25 for each insured event.

A.3 Medical and Baggage Transport /Repatriation

The insurer will pay the costs for

- a) medical transport for the in-patient stay in the hospital abroad and back to the accommodation at the holiday resort;
- b) medical transport for initial outpatient treatment at the hospital abroad;
- c) medically effective and reasonable evacuation of the insured person from abroad back to the place of residence of the insured person or to a suitable hospital nearest to his/her place of residence;
- d) the return of baggage from the holiday resort to the place of residence of the insured person;
- e) the funeral costs abroad or repatriation of the deceased person to the place of burial in the event of death.

A.4 Exclusions/Restrictions

1. The following are not insured
 - a) medical treatment which was the reason for going on the trip (start/commencement of trip);
 - b) medical treatment and other measures ordered by a doctor where the insured person was aware when starting the trip that, if the trip took place as planned, the treatment would have to be given for medical reasons (e.g. dialysis);
 - c) deterioration of existing diseases, if they were foreseeable at the start of the trip;
 - d) purchase and repair of aids to assist sight and hearing aids;
 - e) costs of accident or illness caused by mental illness or unconsciousness, if this is a result of the abuse of alcohol, drugs, intoxicants or sedatives, sleeping tablets or other narcotic substances;
 - f) acupuncture, fango and massages;
 - g) need for care or safekeeping;
 - h) psychoanalytical and psychotherapeutic treatment and hypnosis.
2. If a treatment or some other measure exceeds the level necessary on medical grounds (medically necessary treatment), the insurer is entitled to reduce its payment to a reasonable amount. The calculated fees and charges must not exceed the scope generally deemed to be customary and reasonable in the relevant country. Otherwise, the reimbursement shall be restricted to standard rates applicable in the country.

A.5 Obligations following occurrence of an insured event

1. The insured person will be under an obligation,
 - a) to make contact with the Emergency Call Centre of the insurer immediately before the start of in-patient treatment in a hospital and before medical evacuation is carried out;
 - b) to submit to the insurer the original invoices or copies bearing an original stamp of authentication from another insurer relating to the benefits provided; such documents become the property of the insurer.
2. If any of the above obligations is intentionally not met, the insurer will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, the insurer will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the insured person. The insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made, unless the insured person has acted fraudulently.

A.6 Limit and Excess

The Insurer will take up the costs for medical treatment abroad up to a limit of USD. 50.000/- for Europe Plan policy holders and up to the limit of USD 1,000,000/- for the Regional/ Worldwide excluding USA & Canada and Worldwide Plans

POLICY TERMS & CONDITIONS

The excess to be paid by the insured person for costs of medical treatment abroad shall be USD 50 for each insured event.

B – Medical Emergency Assistance

B.1 Cover provided

The insurer will provide 24-hour assistance services through its Emergency Call Centre in the event of the insured person suffering any of the following medical emergencies during the trip.

B.2 Illness/Accident

1. Hospitalisation

Where the insured person is treated as an in-patient in a hospital, the insurer will provide the following services:

a) Care

Through a doctor appointed by the insurer, contact will be established with the hospital doctors giving treatment and, where required, with the insured person's doctor at home and will ensure information is passed between the doctors involved. The insurer will, on request, ensure that relatives of the insured person are informed.

b) Hospital visit

If hospitalisation looks likely to last for more than five days, the insurer will organise a trip for a person close to the insured person to the place of hospitalisation and from there back to his/her place of residence. The insurer will pay the costs of the means of transport.

c) Cost payment/Settlement

In the event of any medical emergency requiring in-patient hospital treatment, the insured should contact the **24HOUR CLAIMS ASSISTANCE BY NEURON LLC – TEL NO. +9714 382 3700 / +9714 317 8500** and obtain their approval if any payment guarantee is required to be provided to the hospital up to USD 10,000 in the name of and at the request of the insured person, on condition that the insured has a valid claim

B.3 Medical evacuation and return of baggage

1. As soon as it is medically prudent and reasonable, the insurer will organise the return transport of the insured person to his/her place of residence or to a suitable hospital nearest to his/her place of residence, by a medically appropriate means of transport (including air ambulance).
2. In such case, the insurer will also organise the return of baggage from the holiday resort to the place of residence of the insured person.

B. 4 Medicine consulting service

The insurer will consult the insured person:

- a) on medicine required on the insured trip;
- b) on substitute medicinal products if medicine required on the trip is lost.

B.5 Death

If the insured person dies on the trip, the insurer will, at the request of the relatives, organise burial abroad or repatriation of the deceased person to the place of burial.

B.6 Search, rescue and recovery costs

If the insured person suffers an accident and for this reason is the subject of search, rescue or recovery operations, the insurer will pay costs of up to USD 10,000.

B.7 Obligations following occurrence of an insured event

1. The insured person will be under an obligation to make contact with the Emergency Call Centre of the insurer immediately.
2. If any of the above obligations is intentionally not met, the insurer will be released from its liability to make payment. If an obligation is not met by virtue of gross negligence, the insurer will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the insured person. The insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made, unless the insured person has acted fraudulently.

POLICY TERMS & CONDITIONS

The Following covers not applicable for the insured holding Fly Europe Plan

C – Travel Cancellation Insurance

C.1 Cover provided

The Insurer will pay
for cancellation of the trip (C.2)
for delayed start of the trip (C.3)
delays on the insured trip (C.4)

C.2 Cancellation of the trip

1. The insurer will reimburse the cancellation charges due by contract up to the agreed sum insured, if
 - a) the insured person or a risk person is affected by one of the insured events listed below,
 - b) the occurrence of the event could not be foreseen when the outward or return journey was booked,
 - c) the cancellation took place on account of this event and
 - d) it is therefore not reasonable to expect the insured person or risk person to undertake the trip as scheduled.
2. Insured events are
 - a) death;
 - b) serious injury resulting from an accident;
 - c) unexpected serious illness;
 - d) pregnancy;
 - e) immunisation intolerance;
 - f) breaking of prostheses and loosening of implanted joints;
 - g) loss or damage to property due to fire, natural events or criminal action by a third party, if the loss or damage is substantial or the presence of the insured person is necessary for loss assessment;
 - h) loss of employment because of unexpected dismissal by the employer for business reasons;
 - i) the taking up of employment (employment relationship) including change of employment;
 - j) the retaking of a failed examination at a school/university, if the date of the retaken examination unexpectedly falls within the insured travel period or is scheduled to take place within 14 days of the scheduled end of the trip;
 - k) for student trips: leaving a class for good prior to commencement of the insured trip, e.g. due to a change of schools or failure to move up to the next higher class;
 - l) the unexpected call-up of the insured person for military service, for reserve duty training or for alternative civilian service, if the date cannot be postponed and the cancellation charges are not paid by another insurance provider.
3. Risk persons are
 - a) the relatives of the insured person;
 - b) carers;
 - c) persons travelling on the trip and their relatives and carers, provided not more than four persons have booked the trip together and as appropriate two other accompanying underage children. Relatives travelling on the trip are always deemed to be risk persons.

C.3 Delayed start of trip

1. The insurer will pay verified additional costs of the outward trip up to the amount of the cancellation costs that would have been incurred if the trip had been cancelled immediately up to a maximum of USD 5.000.
2. A prerequisite for this is that the insured person would have been entitled to insurance benefit in the event of cancellation of the trip pursuant to A.2. The costs of the outward trip will be paid corresponding to the type and standard originally booked.

C.4 Cover for delays on the insured trip

1. The insurer will reimburse
 - a) the additional costs of the insured trip corresponding to the type and standard originally booked, up to USD 2.500 per insured event, if the insured person misses a connection by at least two hours (referring to the delayed arrival at the destination due to the delay of public transport and, as a consequence, the insured trip is delayed;
 - b) the verified additional costs for necessary and appropriate expenses (subsistence and accommodation) up to USD 2.500 per insured event, if the insured trip of the insured person is delayed by at least two hours due to the delay of public transport.
2. A prerequisite for this is that the cover includes connections.

POLICY TERMS & CONDITIONS

C.5 Exclusions

No insurance cover is provided,

- a) if the illness is a psychological reaction to an act of war, civil commotion, terrorist activity aviation accident or to the fear of acts of war, civil commotion or terrorist activity.
- b) in the case of chronic psychiatric illnesses, even if these occur as episodes, and addictive disorders;
- c) if the medical referee appointed by the insurer (see A.6 No. 3 c) does not confirm the incapacity to travel;
- d) in the case of medical interventions on donor organs and other aids (e.g. hearing aids);
- e) for agency charges owed to the travel agent because of cancelling the trip (e.g. processing charges for cancelling a trip).
- f) for charges payable for a visa;
- g) for bounties on hunting trips.

C.6 Obligations following occurrence of the insured event

1. In order to receive a benefit pursuant to A.2, the insured person will be under an obligation to cancel the trip immediately on the occurrence of the insured cause of cancellation in order to keep the cancellation charges to a minimum.
2. The insured person shall submit the following documents to the insurer:
 - a) proof of insurance, booking documents and as necessary a bill for cancellation costs and a bill for payments to intermediaries including verification of payment;
 - b) in the case of serious injury due to an accident, unexpected serious illness, pregnancy, immunisation intolerance, breakage of prostheses and loosening of implanted joints a doctor's certificate, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
 - c) in the case of death a death certificate;
 - d) in the case of damage to property suitable verifications (e.g. police report);
 - e) in the case of loss of employment the notice of termination from the employer;
 - f) in the case of taking up employment (employment relationship) or a change of employment a copy of the new employment contract as proof of the new employment relationship;
 - g) in the case of retaking an examination or leaving a class for good a certificate of confirmation from the school / university;
 - h) in the case of cancellation of a holiday home, mobile home or caravan and in the case of boat charter a confirmation from the hirer of the unsuitability of the hire item for further rental purposes;
 - i) in the case of delayed public transport a confirmation of the delay from the transport company.
3. At the request of the insurer, the insured person is also obliged to carry out or permit the following as proof of the insured event,
 - a) to submit a certificate of disability and as necessary a specialist medical report;
 - b) to grant the insurer the right to initiate an investigation into the issue of incapacity to travel because of a serious injury arising from an accident or an unexpected serious illness in the form of a specialist medical report;
 - c) to undergo an examination carried out by a medical referee appointed by the insurer.
4. If any of the above obligations is intentionally not met, the insurer will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, the insurer will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the insured person. The insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made, unless the insured person has acted fraudulently.

C.7 Excess

The excess to be paid by the insured person for each insured event shall be USD 50 per person.

D – Curtailment Insurance

D.1 Cover provided

The insurer will pay up to the agreed sum insured due by contract for the following:

- a) unscheduled curtailment of the trip (D.3);
- b) interruption of the tour D.4).

D.2 Insured events/Risk persons

1. Insured events are
 - a) death;
 - b) serious injury resulting from an accident;
 - c) unexpected serious illness;
 - d) breakage of a prosthesis and loosening of implanted joints;

POLICY TERMS & CONDITIONS

- e) loss or damage to property due to fire, natural events or criminal action by a third party, if the loss or damage is substantial and the presence of the insured person is necessary for loss assessment.
- 2. Risk persons are
 - a) the relatives of the insured person;
 - b) carers;
 - c) persons travelling on the trip and their relatives and carers, provided not more than four persons have booked the trip together and as appropriate two other accompanying under-age children. Relatives travelling on the trip are always deemed to be risk persons.

D.3 Curtailment of the trip/Unscheduled curtailment

If the insured person cannot complete the insured trip as scheduled because of an insured event, the insurer will pay for the additional costs of the return journey corresponding to the type and standard originally booked, provided that the return trip was booked and insured with the outward trip.

D.4 Interrupted tour

The insurer will pay the travel costs to catch up with the tour group if the insured person or an accompanying risk person on the booked tour is temporarily unable to carry on the tour as a result of an insured event. The insurer will pay the travel costs to catch up with the tour group up to a maximum of the value of the travel services not yet used less the return travel costs.

D.5 Exclusions

No insurance cover is provided,

- a) if the illness is a psychological reaction to an act of war, civil commotion, terrorist activity an aviation accident or to the fear of acts of war, civil commotion or terrorist activity
- b) in the case of chronic psychiatric illnesses, even if these occur as episodes, and addictive disorders;
- c) in the case of medical interventions on donor organs and other aids (e.g. hearing aids);
- e) in the case the illness is a direct result of any chronic or acute or recurring illness /medical condition, injury or disability for which the Insured Person has received treatment or have been a hospital inpatient during the 12 months prior to the journey;
- f) for charges payable for a visa.

D.6 Obligations following occurrence of the insured event

- 1. The insured person shall submit the following documents to the insurer:
 - a) proof of insurance, booking documents and bills;
 - b) in the case of serious injury due to accident, unexpected serious illness, and breakage of prosthesis and loosening of implanted joints, a medical certificate from a doctor at the holiday resort, in the case of psychiatric illness proof in the form of a psychiatrist's certificate;
 - c) in the case of death a death certificate;
 - d) in the case of loss or damage to property or because of natural events suitable verifications (e.g. police report).
- 2. At the request of the insurer, the insured person is also obliged to provide verification of the insured event and also grants the insurer the right to submit to an investigation into the issue of incapacity to travel on account of a serious injury arising from an accident or unexpected serious illness by a specialist medical report.
- 3. If any of the above obligations are intentionally not met, the insurer will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence.
If an obligation is not met by virtue of gross negligence, the insurer will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the insured person. The insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made, unless the insured person has acted fraudulently. The insured person will be under an obligation, to make contact with the Emergency Call Centre of the insurer immediately.

D.7 Excess

The excess to be paid by the insured person for each insured event is USD 50 per person.

E – Travel Baggage Insurance

E.1 Insured baggage

The insured baggage means articles which are personal travel requisites, as well as sports equipment, presents, and souvenirs of the trip.

POLICY TERMS & CONDITIONS

E.2 Cover provided

1. Accompanied baggage
The insurer will pay benefit if accompanied baggage is lost or damaged during the trip as a result of
 - a) criminal action by a third party;
 - b) accidents sustained by the means of transport;
 - c) fire or natural events.
2. Unaccompanied baggage
The insurer will pay benefit if unaccompanied baggage is lost or damaged while it is in the custody of a transport company, a company providing accommodation, or a baggage deposit.

E.3 Level of benefit

1. If an insured event occurs, the insurer will make payment for:
 - a) articles lost or destroyed, this benefit will be the current value;
 - b) articles damaged, this benefit will be the necessary cost of repair and, where appropriate, an amount for permanent loss of value, but not more than the current value;
 - c) films, video, audio and data media, this benefit will be the material value;
 - d) identity documents and visas, the official charges for obtaining new documents.
2. The cover provided will be limited to USD 5,000.

E.4 Delayed collection of baggage

The insurer will pay the verified expenses for replacement purchases necessary to continue the journey, up to USD 500 per person, if unaccompanied baggage fails to reach the destination on the same day as the insured person due to delayed transportation.

E.5 Exclusions/Restrictions

1. The following are not covered:
 - a) damage to items that are forgotten, left behind or lost;
 - b) spectacles, contact lenses, hearing aids and prostheses;
 - c) money, securities, tickets and documents of any type with the exception of official identity documents and visas;
 - d) consequential pecuniary loss.
2. Restrictions on insurance cover:
 - a) as unaccompanied baggage, video and photographic equipment, including accessories, are not insured. As accompanied baggage, these items are covered up to USD 500;
 - b) Items of jewellery and valuables are not insured;
 - c) IT equipment and software including the relevant accessories are insured up to USD 500;
 - d) Personal money is insured up to USD 500;
 - e) Presents and souvenirs are insured up to USD 250.
3. Baggage in a parked motor vehicle
Insurance cover is provided if baggage is stolen from a parked motor vehicle during the insured trip and from containers attached to the vehicle secured with a lock and the loss is sustained between the hours of 6.00 a.m. and 10 p.m. Breaks in journeys lasting no more than two hours are covered at all times.

E.6 Obligations following occurrence of an insured event

1. The insured person is under an obligation:
 - a) to supply the insurer with proof of insurance and booking documents;
 - b) to report loss or damage caused by criminal action immediately to the nearest police station responsible for such matters or the nearest police station that can be reached, submitting a list of all the items lost, and to have the fact of loss or damage confirmed. The insurer must be supplied with a confirming certificate.
 - c) Damage to unaccompanied baggage must be reported immediately to the transport company or the company providing accommodation. Where loss or damage is not apparent from the outside, the transport company must be requested, after the discovery, immediately, to provide a written certificate relating to it within the prevailing deadlines for claiming, but not more than within seven days of handing out the item of baggage. The insurer must be supplied with appropriate certificates confirming this.
 - d) To obtain confirmation of the delay of baggage from the transport company and supply the insurer with written confirmation of this.
2. If any of the above obligations is intentionally not met, the insurer will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence, the insurer will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the insured person. The insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made, unless the insured person has acted fraudulently.

POLICY TERMS & CONDITIONS

E.7 Excess

The insurance does not cover the first USD 50 for each insured event.

E.8 Special reasons for lapse of cover

If the insured person intentionally caused the loss or damage, the insurer shall be released from its liability to make payment, if the insured person caused the loss or damage by virtue of gross negligence.

F – Loss of Passport

F.1 Cover provided

The insurer will provide cover for:

- a) loss of passport
- b) loss of travel documents

The insurer will pay up to USD 500 replacement cost plus reasonable additional accommodation and travel cost for the insured person to get a replacement during the trip.

The cover is limited up to USD 500.

F.2 Obligations

The insured person is under an obligation:

- a) To give upon discovery immediate notification to the Insured Person's nearest Embassy and a written report obtained from them of the loss.
- b) To keep the passport and the travel documents in a safe or safety deposit box if one is available within the booked accommodation.

F.3 Excess

The excess to be paid by the insured person for each insured event is USD 50 per person.

G – Overseas Legal Expenses

G.1 Cover provided

The insurer will pay up to USD 25,000 to the insured person for legal costs to pursue a civil action for compensation if someone else causes the insured person Bodily Injury, illness or death. Where there are two or more Insured Person(s) insured by this policy, then the maximum amount payable by the insurer shall not exceed USD 50,000.

G.2 Obligations

The insured person is under an obligation to provide

- a) that the insurer has complete control over the legal case through agents nominated by the insurer, by appointing agents on the insured person behalf with the expertise to pursue the insured person claim.
- b) to follow the insurer's agent's advice and provide any information and assistance required within a reasonable timescale.
- c) to advise the insurer of offers of settlement made by the negligent third party and must not accept any such offer without the insurer's consent.

G.3 Restrictions

The insurer

- a) decides the point at which the legal case cannot usefully be pursued further. After that no further claims can be made against the insurer.
- b) May include a claim for its legal costs and other related expenses.
- c) May, at its own expense, take proceedings in the Insured Persons name to recover compensation from any third party in respect of any indemnity paid under this policy.

The Insured Person must give such assistance as the insurer shall reasonably require and any amount recovered shall belong to the insurer.

If the Insured Person or the Insured Person's appointed agents receive any compensation, the Insured Person must repay the insurer any legal costs which the insurer has paid up to the amount of the compensation.

G.4 Exclusions

- a) Any claim where in the insurer's opinion there is insufficient prospect of success in obtaining reasonable compensation.
- b) Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, the insurer or their agents, someone travelling with the insured, a person related to the insured, or another Insured Person.
- c) Legal costs and expenses incurred prior to insurer's written acceptance of the case.

POLICY TERMS & CONDITIONS

- d) Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- e) Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement).
- f) Legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement.
- g) Legal costs and expenses incurred if an action is brought in more than one country.
- h) Any claim where in the insurer's opinion the estimated amount of compensation payment is less than USD 1,000 for each Insured Person.
- i) Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- j) Costs of any Appeal.
- k) Claims occurring outside of the Operative Time of Cover of Kuwait
- l) Claims by the Insured Person other than in the Insured Persons private capacity.

H – Travel Accident Insurance

H.1 Cover provided

The insurer will provide the following insurance benefits in the event of accidents on the insured trip which lead to death or permanent disablement of the insured person.

H.2 Death of the insured person

- 1. If the accident leads to the death of the insured person within a year, the insurer will pay to the heirs (beneficiaries) the sum insured as agreed in the insurance certificate except where the insured person is aged under 18 years where the maximum sum payable is USD 25,000.
- 2. The right to receive the insured sum is irrevocable.

H.3 Permanent disablement of the insured person

- 1. If the accident leads to permanent impairment of the insured person's physical or mental capabilities (disablement), a claim can be made on the sum insured for disablement. The disablement must occur within one year of the accident and must be medically confirmed and a claim must be submitted at the latest prior to the expiry of a further period of three months.
procedures, radiation and infections, except where these ensue from an accident;
- 2. The amount of benefit paid will depend on the degree of disablement.
 - a) The following benefits for fixed degrees of disablement, with no option of proving a higher or lower degree of disablement, will be paid for complete loss or complete inability to function of an arm above the elbow joint 60 percent, of a hand 50 percent, of a leg above the knee 60 percent, of a foot 40 percent, of an eye 50 percent, of the hearing in one ear 30 percent.
 - b) In the event of partial loss or impairment of function of one of the above parts of the body or senses, the appropriate proportion of the percentage stated in a) will be assumed.
 - c) If the accident affects parts of the body or organs of sense whose loss or inability to function is not dealt with in a) or b), the governing factor in this case will be how far normal physical or mental capabilities are impaired, solely from the medical point of view.
 - d) If the accident impairs a number of physical or mental functions, the degrees of disablement given in section (2.) will be added together. However, sums of more than 100% will not be accepted.
- 3. If the accident affects a physical or mental function, which was already permanently impaired beforehand, a deduction will be made equal in amount to this prior disablement. The prior disablement should be assessed under section (2.).
- 4. If death occurs as a result of the accident within one year of the accident, no claim may be made for a disablement payment.
- 5. If the insured person dies for a reason unconnected with the accident within one year of the accident or, for whatever reason, more than one year after the accident, and if a claim to a disablement payment had arisen under section (1.), then payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination carried out.

H.4 Restrictions on insurance cover

- 1. The following events are not covered
 - a) accidents caused by mental disorders or unconsciousness – also if these are due to drunkenness – strokes, fits which affect the entire body, and pathological disturbances caused by mental reactions;
 - b) accidents whose cause is associated with the operation of an aircraft. Cover is, however, still provided as a passenger of an airline;
 - c) damage to health caused by medical procedures, radiation and infections, except where these ensue from an accident;

POLICY TERMS & CONDITIONS

- d) accidents originating from the exercise of extreme sports (including in particular white-water canoeing/rafting, free-climbing, canyoning, abseiling, caving and potholing, mountain climbing, hang-gliding, paragliding, and parachuting), during participation in boxing or wrestling bouts, scuba diving deeper than 30 meters, free-diving, weightlifting, winter sports (except recreational onpiste skiing and snowboarding, if winter sports extension is purchased), martial arts competitions, horse racing or cycle racing, and as a driver, passenger or occupant of a motor vehicle at race events, including the associated practice drives where attaining top speeds is the aim;
- e) accidents where something happens to the insured person in the process of their intentionally committing or attempting to carry out a criminal act.

H.5 Obligations following occurrence of an insured event

- 1. The insured person is under an obligation
 - a) to have himself/herself examined by doctors appointed by the insurer. The insurer will pay the necessary costs thereby incurred, unless death results from the incident;
 - b) to authorise doctors providing treatment or giving expert opinions, other insurers, and authorities to supply any information that may be required to the insurer and the doctors appointed by it.
- 2. If any of the above obligations is not met, the insurer will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence the insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made.

H.6 Payment of the insurance benefit in the event of permanent disablement

- 1. Prior to completion of the therapy, a disablement payment cannot be claimed within one year of the occurrence of the accident.
- 2. As soon as the insurer receives the documents, which have to be supplied on completion of the therapy that must take place before the disablement can be assessed, it will be under an obligation to state within three months whether, and if so at what sum, it accepts a claim.

I – Personal Liability Insurance for Travel

I.1 Cover provided

The insurer will provide the insured person with cover against personal liability risks occurring in everyday life on the insured trip. Cover is provided for cases, where, due to an insured event which results in death, injury or damage to the health of persons (bodily injury) or in damage or destruction of property (material damage), a claim is made against the insured person under statutory liability provisions in private law.

I.2 Scope of cover

- 1. The insurers' liability comprises checking the question of personal liability, contesting unjustified claims and providing indemnity for the damages which the insured person has to pay. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by the insurer, under a settlement concluded or approved by it, or under a judicial decision.
- 2. If there is a legal action against the insured person in respect of an insured event relating to a personal liability claim with the claimant or his/her heirs or assignees, the insurer will conduct the legal action at its expense in the name of the insured person. The expenses of the insurer for these costs will not be ascribed as benefits to the insured sum. This does not apply in the case of claims for insured events asserted before courts in the USA/Canada; the expenses for the insurer to cover the costs of legal action will be set against the insured sum.
- 3. If the liability claims exceed the insured sum, the insurer will bear the costs of the litigation only in the proportion of the insured sum to the total amount of the claims, and also if it relates to several legal actions arising out of a single insured event.
- 4. If an insured event occurs which may result in a personal liability claim falling within the cover provided and if there are criminal proceedings relating to this event and if in these proceedings the insurer wishes to appoint defence counsel for the insured person or approves such appointment, the insurer will pay the costs of this counsel.
- 5. If the insured person has to provide a surety for a pension owed as a result of an insured event or if the insured person is obliged to make a surety payment or deposit to avert enforcement of a court decision, the insurer is obliged to pay a surety or deposit on his/her behalf.
- 6. If the insurer wishes to settle a personal liability claim by accepting liability or making an out-of-court or other settlement and cannot do so due to resistance by the insured person, the insurer shall not be liable to make payment for the additional expenditure incurred as from the date of refusal in respect of the main sum, interest and costs.
- 7. The above benefits provided by the insurer shall be limited to a maximum per insured trip of USD 1,000,000.

POLICY TERMS & CONDITIONS

I.3 Restrictions on insurance cover

1. The insurer will not be liable if the insured person has wilfully and unlawfully caused the event for which they bear responsibility towards the third party.
2. The cover does not extend to personal liability
 - a) for claims if they go beyond the scope of the statutory personal liability of the insured person as a result of a contract or special consents;
 - b) for claims relating to salary, pension, wage or other defined amounts, subsistence, medical treatment in the case of incapacity and welfare claims;
 - c) for the insured persons among themselves and their accompanying relatives;
 - d) resulting from transmission of an illness or disease by the insured person;
 - e) for risks that are directly connected with employment activity, e.g. risks of a business, trade or profession, service, official position (also honorary position), a responsible activity in all types of association or an unusual or hazardous activity;
 - f) as a keeper of animals;
 - g) as owner, possessor, keeper or driver of a motor vehicle, aircraft or water craft (except human powered craft) for loss or damage caused by the use of the motor vehicle, aircraft or water craft;
 - h) for hunting and for loss or damage resulting from participation in horse racing, cycle racing or racing with motorised vehicles, boxing or wrestling bouts and preparations for such events;
 - i) for loss of or damage to articles belonging to third parties which the insured person has hired or borrowed or obtained because of unlawful interference with the possessions of another or which are the subject of a safe-custody agreement. Cover does extend to personal liability for damage to rented hotel rooms and holiday dwellings but not to the furniture and fittings included in the rental;
 - j) for claims in respect of performance of contracts, post-performance, arising from self-repair, rescission, price reduction, or for damages instead of performance; for replacement of purely pecuniary loss on account of delay in payment or on account of other compensation payments occurring instead of fulfilment. This is also applicable in cases of statutory claims.

I.4 Obligations and procedure following occurrence of the insured event

1. Insured event means an event that might result in personal liability claims against the insured person for loss or damage.
2. The occurrence of any insured event must be reported in writing immediately. If a preliminary investigation is instituted or a summons or order to pay is issued, the insured person must notify the insurer of this immediately, even if he/she has already reported the insured event itself. If the aggrieved party makes his/her claim against the insured person, the latter must report this within one week of the claim being made. If a judicial claim is made against the insured person, or legal aid is requested, or if he/she is given third-party notice by the court, he/she must also report this fact immediately. The same applies in the case of attachments, interlocutory injunctions and proceedings to preserve testimony.
3. The insured person is under an obligation, while following the directions of the insurer, to do everything in his/her power to avoid and reduce the claim and to do anything which may help to clarify the circumstances of the claim, provided this does not involve doing anything unfair. The insured person must assist the insurer in avoiding the claim and in investigating and settling it. The insured person must provide the insurer with detailed and true reports on the claim, must notify the insurer of all the facts which have a bearing on the claim, and must send the insurer all the documents which, in the view of the insurer, are material to the assessment of the claim.
4. If the personal liability claim results in legal action, the insured person must allow the insurer to conduct the case, must grant power of attorney to the lawyer retained or nominated by the insurer and must provide all the explanations deemed necessary by the lawyer or by the insurer. The insured person must lodge opposition or avail himself/herself of the appropriate rights of appeal in good time against orders to pay or other orders for damages issued by civil administrative authorities, without waiting for instructions from the insurer.
5. Without the prior consent of the insurer, the insured person is not entitled to accept or pay a personal liability claim in full or in part or by way of amicable settlement. Contravention of this requirement will release the insurer from its liability to make payment unless, in the circumstances, the insured person could not have refused to accept or pay without being manifestly unreasonable.
6. If due to altered circumstances the insured person acquires the right to ask for a pension payable to be stopped or reduced, the insured person must have this right exercised by the insurer in his/her name. The provisions of sections (3.) to (5.) above will apply as appropriate.
7. The insurer is deemed to have authority to make, in the name of the insured person, any declarations which it feels may be helpful in settling or avoiding the claim.
8. If any of the above obligations are not met, the insurer will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to wilful intent nor to gross negligence. If an obligation is not met by virtue of gross negligence the insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of

POLICY TERMS & CONDITIONS

establishing whether there is a claim or the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made.

J – Terrorism Extension

Section A – Travel Cancellation Insurance, Section B - Curtailment Insurance, Section C – Medical Travel Insurance, Section D - Medical Emergency Assistance, Section H – Travel Accident insurance, are extended to include cover for Terrorism.

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto, it is agreed that this Insurance is extended to include any bodily injury directly or indirectly caused by, resulting from, or in connection with any of the following;

- a) War, hostilities or warlike operations (whether war be declared or not);
- b) Invasion;
- c) Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs;
- d) Civil war;
- e) Riot;
- f) Rebellion;
- g) Insurrection;
- h) Revolution;
- i) Overthrow of the legally constituted government;
- j) Civil commotion assuming the proportions of, or amounting to, an uprising;
- k) Military or usurped power;
- l) Explosions of war weapons;
- m) Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not;
- n) Terrorist activity.

Provided

- a) that the Insured Person is not actively participating in any, or all, of a) to n) above, and
- b) that none of a) to n) above are the result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, and,
- c) that this extension is subject to the terms and conditions of the Limited War Exclusion Clause as detailed below.

The foregoing Underwriters reserve the right to give the Insured Person not less than 168 hours notice of cancellation in respect of the inclusion of any, or all, of the perils listed from **a) to n)** above. Such notice shall be deemed to have been received by the Insured Person at the time and date that it is received by the intermediary through whom this policy was most directly negotiated with Underwriters.

K – HIJACK

K.1 Cover provided

The insurer covers in the event of Hijack of the transport on which the insured person is travelling an amount of USD 250 per complete 24 hour period up to a maximum of USD 1,500.

K.2 Exclusions

Any claim not substantiated by a written police report confirming the length and exact nature of the incident.

L – Cover for Sports Equipment

L.1 Insured articles

Insured articles refer to any sports equipment of the insured person.

L.2 Cover provided

1. Accompanied sports equipment

The insurer will pay benefit if accompanied sports equipment is lost or damaged during the trip as a result of

- a) criminal action by a third party;
- b) accidents sustained by the means of transport;
- c) fire or natural events

2. Unaccompanied sports equipment

The insurer will pay benefit if unaccompanied sports equipment is lost or damaged while it is in the custody of a transport company, a company providing accommodation, or a baggage deposit.

POLICY TERMS & CONDITIONS

L.3 Level of benefit

If an insured event occurs, the insurer will make payment up to the sum insured for

- a) sports equipment lost or destroyed; this benefit will be the current value;
- b) sports equipment damaged, this benefit will be the cost of necessary repairs and, where appropriate, a permanent loss of value, but not more than the current value;

L.4 Rental charges for sports equipment

If the insured person is unable to use the sports equipment because

- a) of an insured event according to L.2;
- b) the sports equipment as unaccompanied baggage reaches the destination late, the insurer will reimburse the insured person for any rental charges for sports equipment up to a total of USD 25 per day, and not exceeding USD 500.

L.5 Exclusions / Restrictions

1. The following are not covered:
 - a) damage to items that are forgotten, left behind or lost;
 - b) damage during intended use;
 - c) damage to motorised land, air or water vehicles;
 - d) damage for which a third party is liable by contract as the manufacturer, or seller or under a repair contract or any other contractual relationship.
2. Restrictions on insurance cover:
Insurance cover for damage to sports equipment during camping is only covered at officially organised camping sites.
3. Sports equipment in a parked motor vehicle
Insurance cover is provided if sports equipment is stolen from a parked motor vehicle during the insured trip and from containers attached to the vehicle and secured with a lock, and the loss is sustained between the hours of 6 a.m. and 10 p.m. Breaks in journeys lasting no more than two hours are covered at all times.

L.6 Obligations following occurrence of an insured event

1. The insured person is under an obligation
 - a) to supply the insurer with proof of insurance and booking documents;
 - b) to report loss or damage caused by criminal action immediately to the nearest police station responsible for such matters or the nearest police station which can be reached, submitting a list of all the sports equipment lost, and to have the fact of loss or damage confirmed. The insurer must be supplied with a confirming certificate;
 - c) damage to unaccompanied sports equipment must be reported immediately to the transport company, the company providing accommodation or the baggage deposit. Any loss or damage that is not apparent from the outside must be notified in writing immediately after discovery in compliance with the deadline for complaints or within 7 days of handing out the item of baggage at the latest. The insurer must be supplied with appropriate certificates confirming this;
 - d) to request that the transport company confirm the delay of the sports equipment and to supply the insurer with an appropriate certificate confirming this.
2. If any of the above obligations are intentionally not met, the insurer shall be released from its liability to make payment. If an obligation is not met by virtue of gross negligence, The insurer will be entitled to reduce the level of payment to be made proportionately to the seriousness of the negligence of the insured person, the insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made, unless the insured person has acted fraudulently.

L.7 Excess

The excess to be paid by the insured person shall be USD 50 for each insured event.

L.8 Special reasons for lapse of cover

If the insured person intentionally caused the loss or damage, the insurer shall be released from its liability to make payment. If the insured person caused the loss or damage by virtue of gross negligence the insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether there is a claim or the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made.