

**American Home Assurance Company**  
**Travel Cover – Terms & Conditions**  
**P.O. Box 40569, Hamarain Center, Gate 4, 3rd Floor, Deira, U.A.E**  
**Phone: +971 4 214-3444, Fax: +971 4 +971 4 214-2020**



This Policy is a contract made between the Insured Person and **American Home Assurance Company and its successors and assigns**, the Company. The Company agrees to provide insurance on the basis set out in this Policy based on information offered by the Insured Person and provided the Premium is paid when due and the Company agrees to accept it.

**This document together with the Policy Confirmation or Policy Schedule and Endorsements, if any, complete the Policy.**

**CONTENTS**

Contract .....	1
1. Introductory Clauses .....	1
2. Plan and Table of Benefits .....	1
2.1 Insured Person's Policy .....	1
2.2 Annual Multi-Trip Plan .....	1
3. Definitions .....	1
4. Benefits .....	2
4.1 Personal Accident Benefits (Accidental Death (Common Carrier)) .....	2
4.2 Medical and Related Expenses Benefits .....	2
4.2.1 Emergency Medical Expenses (Accident & Sickness) .....	2
4.2.2 Emergency Medical Evacuation .....	2
4.3 Travel Inconvenience Benefits .....	2
4.3.1 Baggage Loss (Common Carrier) .....	2
4.3.2 Baggage Delay .....	2
4.3.3 Personal Liability .....	2
4.3.4 Repatriation of Remains .....	3
4.3.5 Emergency Family Travel .....	3
4.3.6 Loss of Passport .....	3
4.3.7 Missed Departure .....	3
4.3.8 Travel Delay .....	3
4.3.9 Assistance department .....	3
5. Uniform Exclusions .....	4
6. General Conditions .....	4
7. Claims Conditions .....	4

**1. INTRODUCTORY CLAUSES**

**PERIOD OF COVERAGE**

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

This Policy will provide cover for Insured Journeys that are:

1. Booked after; or
2. Commenced after; the Policy Effective Date of Cover appearing on the Policy Schedule. until the earlier of the date the Insured Person returns from his Insured Journey or the expiration date shown on the Policy Schedule.

This Policy will run until cancellation or the expiration date shown on the Policy Schedule. Cover will terminate on the Insured Person's return to the Point of Departure and recommence on his next Insured Journey.

The maximum period for any Insured Journey is restricted to 45 days.

This Policy cannot be cancelled following the Policy Effective Date.

**PREMIUM PAYMENTS**

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

**MAXIMUM AMOUNT PAYABLE**

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

**CANCELLATION/TERMINATION**

**Cancellation**

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

In the event the individual insurance offered to an Insured Person under the Policy for which the Premium has been paid in advance is cancelled by written notice delivered to the Company and by returning the original copy of the Policy (if applicable) prior to the Insured Journey commencements, 85% of the Premium shall be refunded.

In the event of termination of coverage of the Insured, Spouse and/or Child due to payment of the Principal Sum, the Company will not refund any Premium.

**Termination**

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

1. Cover will terminate on the Insured Person's return to the Point of Departure and recommence on his next Insured Journey; or
2. The date that the Insured Person reaches the maximum age for the cover selected.
3. The expiry date appearing on the Policy Schedule.
4. The date the Premium is due and not paid.
5. The date the Insured person is no longer eligible within the classification of Insured Persons.
6. The date the benefits are paid to the extent of the Sum Insured in respect of any Insured.

**2. PLAN AND TABLE OF BENEFITS**

**2.1 INSURED PERSON'S POLICY**

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

1. Annual Multi-Trip

**2.2 ANNUAL MULTI-TRIP PLAN**

**Scope /Territory:** 24 Hours / While on travel outside Country of Residence (Excluding Afghanistan, Iraq, Cuba and Democratic Republic of Congo)

**2.2.1 Table of Benefits**

Insured Event	Sum Insured
<b>Section 1 - Personal Accident Benefits</b>	
Accidental Death (Common Carrier)	Principal Sum Insured: \$10,000 100% of the Principal Sum Insured
<b>Section 2 - Medical and Related Benefits</b>	
Emergency Medical Expenses (Accident & Sickness)	\$60,000
Deductible	\$100
<b>Section 3 - Travel Inconvenience Benefits</b>	
Baggage Loss (Common Carrier)	\$500
Per Bag	\$250
Per Item	\$50
Baggage Delay	25 per hour up to \$250
Excess	12 Hours
Personal Liability	\$25,000
Repatriation of Remains	\$5,000
Emergency Family Travel	\$2,500
Loss of Passport	\$250
Missed Departure	\$250
Travel Delay	25 per hour up to \$250
Excess	12 Hours
Assistance Department (24 Hours / Worldwide Services: +173 267 2525)	Covered

Family includes Insured Person, Spouse and unlimited number of Children

**Children are covered for 10% of the Insured Person Sum Insured and up to a maximum of \$10,000 under Accidental Death.**

**3. DEFINITIONS**

In this Policy the following definitions apply:

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

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

**Beneficiary** means the person or persons nominated by the Insured Person as stated on the Policy Schedule, if not mentioned then the Beneficiary will be the legal heirs of the Insured Person. If Family Plan is selected then the beneficiary in case of death of the spouse or the child is the Insured Person.

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

**Common Carrier** means any land, water or air conveyance operated under a valid license for the transportation of passengers for hire.

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

**Country of Residence** means the country of which the Insured Person is currently residing and holds a valid residency visa or is born there

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

**Policy Effective Date** means the date on which the cover starts as shown on the Policy Schedule. Cover cannot start after an Insured Journey has begun.

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

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

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

**Hospital** means a place that: (a) holds a valid license (if required by law); (b) operates primarily for the care and treatment of sick or injured persons; (c) has a staff of one or more physicians available at all times; (d) provides 24-hour nursing service and has at least one registered professional nurse on duty at all times; (e) has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre arranged basis; and (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment centre.

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

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

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

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

**Insured Journey** means a journey commencing at the time when the Insured Person leaves his home address in his Country of Residence to travel outside the territorial limits of the Country of Residence in a direct, uninterrupted manner, including the return journey to his home address in his Country of Residence. The Insured Journey should start and end in the Insured Person's Country of Residence and within the time frame of the period of coverage.

**Insured Person** means the person whose name appears on the Policy, aged between 3 months and 70 years and with respect to whom premium has been paid and who is a permanent resident of the Country of Policy Issuance.

For Family Plan Insured Person will mean the person whose name appear on the Policy Schedule as an Insured Person, his/her spouse, and his/her children also whose names appears on the Policy and with respect to whom Premium has been paid and who are permanent residents of the country of policy issuance.

**Insurer** means the entity underwriting this Policy, American Home Assurance Company.

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

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

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

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

**Period of Coverage:** means the period chosen by the Insured Person as per the Policy Schedule, for which premium has been paid, starting on the Policy Effective Date as shown on the Policy Schedule and expiring at the end of the chosen period.

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

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

**Point of Departure** means the point from which an Insured Person commences an Insured Journey, from within the territorial limits of his Country of Residence.

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

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

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

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

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

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

**Related Expenses** means additional accommodation and traveling expenses, excluding telephone costs, meals and beverages of necessity incurred by any one person, who on the advice of a Medical Practitioner appointed by the Company remains with or escorts the Insured Person until completion of his Insured Journey or until he resumes the Insured Journey or returns to the Point of Departure, whichever occurs first.

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

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

Spouse wherever used in the policy shall mean the Insured Person's legally married husband or wife between the ages of 18 years and 70 years.

**Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s shall not be considered Terrorist Acts. 'Terrorist Act' shall also include any act which is verified or recognized as an act of terrorism by the (relevant) government of the country where the act occurs.

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

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

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

## 4. BENEFITS

### 4.1 PERSONAL ACCIDENT BENEFIT (ACCIDENTAL DEATH (COMMON CARRIER))

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

### 4.1.2 SPECIFIC CONDITIONS

Children are covered for 10% of the Insured Person Principal Sum Insured and up to a maximum of \$10,000 under Accidental Death Common Carrier.

### 4.1.3 SPECIFIC EXCLUSION

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

## 4.2 MEDICAL AND RELATED EXPENSES BENEFITS

### 4.2.1 EMERGENCY MEDICAL EXPENSES (ACCIDENT & SICKNESS)

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

#### 4.2.1.1 SPECIFIC CONDITIONS

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

#### 4.2.1.2 SPECIFIC EXCLUSIONS

The Company will not pay for any medical expenses:

- 1 incurred for continuing treatment, including any medication commenced prior to the commencement date of the Insured Journey, which the Insured Person has been advised to continue whilst on an Insured Journey; or
- 2 incurred due to investigatory treatment that is not specified by a Medical Practitioner as immediately necessary; or
- 3 for fillings or crowns of precious metal; or
- 4 for any procedures relating to dental or oral hygiene; or
- 5 for specialist Medical Treatment without referral from a Medical Practitioner; or

- 6 relating to contraceptive devices, prosthetic devices, medical appliances or artificial aids; or
- 7 for preventative treatment, including but not limited to any vaccination and/or immunization;
- 8 Incurred in Country of Residence

### 4.2 EMERGENCY MEDICAL EVACUATION

The Company will pay the usual Reasonable and Customary charges up to the maximum shown in the Table of Benefits shown above or covered expenses incurred if Injury or Sickness results in the Insured Person necessary Emergency Evacuation. An Emergency Evacuation must be ordered by the Assistance Service or a Physician who certifies that the severity or the nature of the Insured Person Injury or Sickness warrants his Evacuation.

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

## 4.3 TRAVEL INCONVENIENCE BENEFITS

### 4.3.1 BAGGAGE LOSS (COMMON CARRIER)

The Company will pay benefits if the Insured Person baggage, which is in the care, custody and control of a Common Carrier, is lost due to theft or due to misdirection by a Common Carrier while his is a ticketed passenger on the Common Carrier during the trip. The Company will reimburse up to the maximum shown in the Table of Benefits, for the cost of replacement of the baggage and its contents. All claims must be verified by the Common Carrier.

The maximum amount to be reimbursed per bag is 50% and the maximum amount to be reimbursed per article contained in any bag is 10% of the amount stated in the Table of Benefits. There is also a combined maximum limit of 10% of the Baggage Loss amount stated in the Table of Benefits for the following: jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, furs, articles trimmed with or made mostly of fur, and cameras, including related camera equipment, computers and electronic equipment.

#### Loss of a Pair/Set

In case of loss to a pair or set, the Company may elect to:

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

### 4.3.1.1 SPECIFIC CONDITION

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

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

### 4.3.1.2 SPECIFIC EXCLUSIONS

Benefits will not be provided for any loss of:

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

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

1. Wear and tear or gradual deterioration;
2. Insects or vermin;
3. Inherent vice or damage;
4. Confiscation or expropriation by order of any government or public authority;
5. Seizure or destruction under quarantine or custom regulation;
6. Radioactive contamination;
7. Usurped power or action taken by governmental authority in hindering combating or defending against such an occurrence;
8. Transporting contraband or illegal trade;
9. Mysterious disappearance; or
10. Breakage of brittle or fragile articles, cameras, musical instruments, radios, and similar property.

### 4.3.2 BAGGAGE DELAY

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

#### 4.3.2.1 SPECIFIC CONDITIONS

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

### 4.3.3 PERSONAL LIABILITY

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

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

#### 4.3.3.1 SPECIFIC CONDITIONS

1. It is a condition of payment that the Insured Person not admit fault or liability to any other person without the Company's prior written consent.
2. No offer, promise, payment or indemnity may be made by the Insured Person without the Company's prior written consent.
3. The Insured Person must give the Company written notice with full particulars of an event that may give rise to a claim within 30 days of the conclusion of an Insured Journey.
4. Every letter, writ, summons and process must be forwarded to the Company as soon as possible.

- The Company is entitled to take over the defense and settlement of claim in the name of the Insured Person for the Company's benefit. The Company shall have full discretion in the conduct of any proceedings and settlement of the claim.
- The Company may at any time pay the Insured Person the amount for which a claim can be settled less any damages already paid. The Company will then be under no further liability other than for costs and expenses incurred prior to making such payment.
- No indemnity will be provided for legal liability arising from Injury or loss as a result of any willful or malicious act of the Insured Person.

#### 4.3.3.2 SPECIFIC EXCLUSIONS

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

- Injury to the Insured Person or to any member of his family ordinarily residing with him; or
- Injury to the Insured Person or his employees arising out of or in the course of employment; or
- loss of or damage to property owned by or in control of the Insured Person or any member of his family ordinarily residing with him; or
- the ownership, possession or use by or on behalf of the Insured Person of any caravan, mechanically propelled vehicle (other than golf carts and motorized wheelchairs), aircraft or other aerial device, hovercraft (other than hand-propelled or sailing craft in territorial waters) or animals; or
- loss of or damage to property or Injury arising out of the Insured Person's profession, business or trade, or out of professional advice given by him; or
- any contract unless such liability would have arisen in the absence of that contract; or
- judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within the country where the Policy has been issued or the country in which the event occurred giving rise to the Insured Person's liability; or
- any claim for fines, penalties, punitive, exemplary, aggravated or vindictive damages.

#### 4.3.4 REPATRIATION OF REMAINS

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

#### 4.3.5 EMERGENCY FAMILY TRAVEL

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

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

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

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

#### 4.3.6 LOSS OF PASSPORT

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

#### 4.3.6.1 SPECIFIC EXCLUSIONS

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

#### 4.3.7 MISSED DEPARTURE

The Company will pay up to the overall limit shown on the Table of Benefits, for customary charges for necessary accommodation, telephone calls, meals and local public transportation incurred by the Insured Person if the Insured Person cannot reach the original departure point at the recommended time of his Insured Journey on either the outward or return journey, because public transportation services fail or the vehicle in which the Insured Person is travelling is involved in an accident or breaks down.

#### 4.3.7.1 SPECIFIC CONDITIONS

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

#### 4.3.7.2 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any Sum Insured for claim which is the result of a strike or industrial action that the Insured Person knew about before he booked his insured Journey.

#### 4.3.8 TRAVEL DELAY

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

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

#### 4.3.8.1 SPECIFIC EXCLUSIONS

The Company will not pay for expenses incurred:

- where comparable alternative onward transportation has been made available to the Insured Person within the Excess after the scheduled departure time of a booked flight or within the Excess after an actual flight arrival (in the case of a connecting flight); or
- where the Insured Person fails to check in according to the itinerary supplied, unless such failure was due to a strike or industrial action; or
- where the delay is due to industrial dispute, strike or action which existed or for which advance notice had been given on or before the date on which the Insured Journey commenced; or
- where the delay is due to the withdrawal from service temporarily or permanently of any Public Conveyance on the orders or recommendation of any port authority or the civil aviation authority or any similar body in any country in which advance notice had been given on or before the date on which the Insured Journey commenced; or
- for carrier caused delays where the cost of expenses is recoverable from the carrier.

#### 4.3.9 ASSISTANCE DEPARTMENT

Assistance department provides Emergency Assistance Services, including medical, technical and general services as listed below. Insured Persons may contact assistance department at **Phone number: 001 – 713 – 267 – 2525** twenty four (24) hours a day.

#### 4.3.9.1 Medical Services:

Medical Reference: Assistance department shall provide the Insured Person(s) with the name, address, telephone number, office hours and English language translation assistance for medical and health care professionals in any worldwide location reasonably requested by the Insured Person(s): physicians, hospitals, ambulance, and other emergency medical service (collectively, Medical Service Providers). Whenever assistance department has sufficient information to do so, it shall refer the Insured Person(s) to two or more such Medical Service Providers, set appointments, translate if needed, and coordinate with the Insured Person(s)' primary medical insurer. Assistance department shall use its reasonable best efforts to ensure that its medical referrals are to Medical Service Providers who meet the professional standards of the country and city in which they are located. Assistance department will make its reasonable best efforts to pre-negotiate fees for services with Medical Service Providers, steer Insured Person(s) of Chartis Inc. to Medical Service Providers in-network, and to arrange direct billing with its Medical Service Providers whenever possible for expenses incurred by the Insured Person(s) of Chartis Inc. Assistance department will use every effort to supply a qualified Medical Reference within 24 hours of the initial request, however when this is not possible, assistance department cannot be held responsible for circumstances beyond its control. In all instances, assistance department will notify the Insured Person(s) of the status of the request within this time frame.

Advance Payment of Medical Expenses: When it is deemed medically appropriate, assistance department will advance up to the amount allowed in the Policies issued to the Insured Person(s) for the payment of medical expenses. Any determination by assistance department to advance such amounts will be based on advise and approval from Chartis Inc. If there is no coverage, or if coverage is insufficient under the Insured Person's Policy, any uncovered expense associated with the Insured Person's medical expenses will be the sole responsibility of the Insured Person or of the person (s) acting on the Insured Person's behalf.

Guarantee of Hospitalization Fee: When it is deemed medically appropriate, assistance department will guarantee payment of hospitalization fees up to the amount allowed in the Insured Person's Policy for hospitalization benefits. Any determination by assistance department to guarantee such amounts will be subject to approval of the same advance from Chartis Inc. in accordance with this Policy. If there is coverage under the Policy issued to the Insured Person by Chartis Inc. then assistance department will pay up to the maximum amount available under the Policy for hospitalization fees. If there is no coverage, or if coverage is insufficient under the Policy, any uncovered expense associated with an Insured Person's hospitalization will be the sole responsibility of the Insured Person or of the person(s) acting on the Insured Person's behalf.

Medical Evacuation: Assistance department shall arrange and coordinate the medical evacuation by means of air transportation, including but not limited to commercial air transportation with or without medical escort, air ambulance transport and/or, if appropriate, other forms of transportation of an Insured Person from a foreign hospital or health care facility to another foreign hospital or health care facility, or to a hospital or health care facility in the Insured Person's Country of Residence, when a physician designated by assistance department to monitor the Insured Person's condition and treatment deems such an evacuation or transportation necessary in his/her professional judgment. Assistance department shall use its best efforts to ensure that all services so arranged are with Medical Service Providers that meet the professional standards of the country and city in which the evacuation will originate. Assistance department will pay reasonable costs on Insured Person's behalf up to the policy limits issued by Chartis Inc.

Medical Case Monitoring: Following all medical referrals or other assistance to an Insured Person in connection with a medical emergency, assistance department shall monitor the Insured Person's medical condition and treatment until the Insured Person is released from treatment or returns home.

Repatriation of Remains: When the assistance department is notified that an Insured Person has died while traveling, assistance department will verify that insurance applicable to repatriation of remains is in force. Subject to any governmental regulations, assistance department will also assist in making all necessary arrangements for the return of the Insured Person's remains to the place designated by the Insured Person's next-of-kin. Assistance department will pay on Insured Person's behalf reasonable costs up to the policy limits issued by Chartis Inc. Any expense associated with the repatriation of the Insured Person's remains over the amount available through Insurance will be the sole responsibility of person(s) acting on the deceased Insured Person's behalf.

Insurance/Claims Coordination: In a medical emergency, communication and filing issues between a Insured Person's insurance carriers and providers to settle billing medical expenses will be handled.

#### 4.3.9.2 Technical Services:

Lost/Stolen Luggage and Personal Effects: Insured Person whose luggage or personal effects are lost or stolen can expect help with local authorities and agencies. Assistance department shall coordinate with common carriers to locate and recover lost or stolen luggage which shall involve the use of all available tracking systems and establishing, on the Insured Person's behalf and, as appropriate, liaison with transportation carriers, airports, hotels, government authorities and others. Assistance department will also coordinate arrangements to assist the Insured Person with processing of insurance claims resulting from the lost luggage.

Lost/Stolen Travel Documents/Tickets: In the event a traveler's personal travel documents are lost or stolen, Insured Person(s) can expect help with obtaining replacement and canceling original documents, including making alternate reservations and arranging for replacement airline/rail tickets when needed. Assistance department shall use its best effort to assist the Insured Person in locating lost documents (including, but not limited to lost passports and visas), and upon request, to replace such documents by identifying and contacting appropriate governmental authorities, gathering necessary information, and otherwise taking all reasonable steps necessary to facilitate the replacement of the lost documents in a prompt and timely manner.

#### 4.3.9.3 General Services:

Travel Documentation: Advice on procuring travel documents, passport/visa requirements, and customs entry/exit restrictions and regulations.

Immunizations: Advice on the immunizations required for the trip, information on local medical advisories, epidemics, and available preventive measures.

Currency and ATM Locations: Currency exchange rates are available, as well as information on local bank/government holidays.

Global Weather: General climate and up-to-date weather forecasting for domestic and international destinations.

Telephone Translation for medical emergencies: For travelers in an emergency medical situation who do not speak the local language, multilingual counselors are available 24 hours a day, seven days a week, for translations via telephone.

## 5. UNIFORM EXCLUSIONS

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

1. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, labor disturbances, riot, strike or lock-out. However, the Insured Person will continue to be entitled to be covered for 7 calendar days from the start of the hostilities in case he is surprised by such events abroad insofar as he does not actively participate in them.; nor
2. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; nor
3. any Terrorist Act or bomb incident or threat thereof; nor
4. the use, release or escape of nuclear materials that directly or indirectly results in ionizing, radiation or contamination by radioactivity from any nuclear fuel or from nuclear weapons materials. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission; nor
5. the release, the dispersal or application of pathogenic or poisonous biological or chemical materials; or
6. being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organization; nor
7. engaging in occupational activities underground or requiring the use of explosives; nor
8. willful or deliberate exposure to danger (except in an attempt to save human life), intentional self inflicted injury, suicide or attempt thereof; nor
9. deliberate violation of criminal law; nor
10. traveling by air on a legally licensed aircraft and where the Insured Person is acting as pilot or part of the aircraft crew; nor
11. mental disorders including, but not limited to anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism; nor
12. pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; nor
13. sexually transmitted diseases and the conditions commonly known as AIDS or HIV and/or any related illness or condition including derivatives or variations thereof, howsoever, acquired or caused; nor
14. chronic fatigue syndrome or myalgic encephalomyelitis (M.E.) (anticardiolipin antibody positively) or the illness commonly referred to as yuppie flu; nor
15. a) an Insured Person being under the influence of alcohol with more than the legal limit of alcohol in his blood or breath; or  
b) an Insured Person being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a Medical Practitioner or unless prescribed by and taken in accordance with the directions of a Medical Practitioner; or c) an Accident occurring whilst an Insured Person was driving a motor vehicle with more than the legal limit of alcohol in his blood or breath; or d) alcohol abuse, alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind; nor
16. (a) any Pre-existing Medical Condition; or  
(b) any cardiac or cardio vascular or vascular or cerebral vascular illness or conditions or sequelae thereof or complications that, in the opinion of a Medical Practitioner appointed by the Company, can reasonably be related thereto, if the Insured Person has received medical advice or treatment (including medication) for hypertension 2 years prior to the commencement of the Insured Journey; nor
17. congenital anomalies and conditions arising out of or resulting there from, and hernia; nor
18. flying in any aircraft owned, leased or operated by or on behalf of an Insured Person or any member of an Insured Person's household; nor
19. an Insured Person traveling against medical advice or to seek medical attention or advice or with a terminal condition which was diagnosed prior to the Insured Journey or when he is unfit to do so; nor
20. employment involving Manual Labor, other than off duty; or b) undertaking employment on a permanent or contract basis which is not casual, other than whilst on a leisure trip; nor
21. participating in any sport as a Professional Player; or b) school sports (unless an Endorsement has been issued and additional premium charged and authorized by the Company and paid by the Insured Person); nor
22. any hazardous pursuits, sports or activities which introduce or increase the possibility of a loss including but not limited to engaging in motor cycling (where the engine capacity exceeds 200cc or the cycle is under control of an unlicensed driver), steeple-chasing, polo or horseback riding, hunting, bungee jumping, abseiling, white water rafting, hiking (unless accompanied by a recognized guide or on a clearly marked route), mountaineering requiring the use of ropes or equipment, scuba diving (unless licensed or accompanied by a qualified instructor), fighting (except in bona fide self defense), racing (other than on foot or under sail in inland waters), being a crew member on a ship or boat traveling from one country to another, speed or endurance racing or practice thereof (other than athletics), or training for or engaging in contact sports where physical contact between players is an accepted part of play. Skiing, land-skiing, mono-skiing, cross-country skiing, heli-skiing, off-piste skiing (only when accompanied by an official guide), ice skating (no speed skating), snow boarding, ski boarding, sledging, tobogganning or ice skating, fishing, sail boarding, sailing, surfing, water skiing, wind surfing, unless an additional premium has been charged and authorized by the Company and paid by the Insured Person. This remains at the discretion of the Company; nor
23. consequential loss of any kind or financial loss and/or expense not otherwise specifically covered; nor
24. default or insolvency of the carrier; nor
25. the Insured Person's intention to emigrate, unless agreed previously in writing by the Company.
26. travel in, to through Afghanistan, Iraq, Cuba or Democratic Republic of Congo.
27. any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

## 6. GENERAL CONDITIONS

### 6.1 Age limits

This Policy covers Insured Events which happen to an Insured Person who is 3 months to 70 years of age at the date of such event on all Plans.

### 6.2 Airlines

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

### 6.3 Currency

All amounts are shown in United States Dollar. If expenses are incurred in a foreign currency the rate of exchange used will be the rate at the time of incurring the expense or suffering a loss.

### 6.4 Endorsements

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

### 6.5 Liability

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

terms, conditions, endorsements, terminations and exclusions of this Policy.

### 6.6 Language

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

### 6.7 Marketing

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

### 6.8 Misrepresentation

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

### 6.9 Other financial products and services

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

### 6.10 Other insurance

Except for Section 4.1 - Personal Accident, if the Insured Person is able to claim under any other policies (including statutory insurance and/or automatic credit card travel insurance) to be covered for the whole or any part of an Insured Event ("Other Claims"), the Company will only be liable to pay its pro rata portion of the claim submitted in terms of this Policy.

- If in the Company's discretion it decides to pay the claim in full, then it will not be obliged to make payment unless the Insured Person cedes to the Company all of their rights in respect of the Other Claims.
- If the Company has already paid benefits in terms of this Policy, all of the Insured Person's rights in respect of the Other Claims will be ceded automatically to the Company.
- Without limiting any provision of this Policy or any legal obligation, the Insured Person must cooperate fully with the Company in relation to the Other Claim or legal proceedings including: a) not doing anything to prejudice or limit the Company's rights; b) giving the Company whatever information and documents it may require; c) signing any document or affidavit that the Company may request to enable it to exercise its rights.

### 6.11 Third Party

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

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

### 6.12 Public Conveyance tickets

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

### 6.13 Table of Benefits

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

### 6.14 Country of Issuance Law

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

### 6.15 Subrogation

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

### 6.16 Tax or Imposts

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

## 7. CLAIMS CONDITIONS

### 7.1 Compliance

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

### 7.2 Legal action

If the Company denies liability for any claim and the Insured Person does not institute legal action and serve summons on the Company (or initiate arbitration proceedings if the Company has agreed to submit to arbitration) within 36 months after such repudiation, all benefits of such claim shall be forfeited.

### 7.3 Notice of claim and proof of loss

The Insured Person must give the Company notice in writing:

- a) Within 60 days of an Accident which may give rise to a claim under this Policy Any benefit related to death will only be payable if the Company receives written notification of the death within 30 days. The Company shall have the right to have a post mortem examination of the body conducted.
- b) Within 30 days of any other occurrence which may give rise to a claim under this Policy. The Insured Person must, at his own cost, provide whatever certificates, information and documented evidence ("Evidence") is required by the Company regarding the Insured Event.

### 7.4 Recoveries

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

### 7.5 Fraudulent Claims

If the Insured Person or anyone acting on his behalf uses any fraudulent means or devices to obtain any benefit, then any amount payable in respect of such claim shall be forfeited, the Policy will be cancelled and no Premium will be refunded.

### 7.6 General

- The Insured Person shall submit to medical examination at the expense of the Company as often as shall be required in connection with any claim. Any report generated as a result of such examination shall be the property of the Company and shall be deemed to be confidential information of the Company.
- Medical Treatment shall be sought and followed promptly on the occurrence of an Injury or Illness and the Company shall not be liable for that part of any claim which in the opinion of a Medical Practitioner arises from the unreasonable or willful neglect or failure of any Insured Person to seek and remain under the care of a qualified Medical Practitioner.
- All claims arising from criminal incidents are to be supported and accompanied by a certified police report.
- The due observance and fulfillment of the Policy insofar as it relates to anything being done or complied with by the Insured Person, shall be a condition precedent to liability to make any payment under this Policy.
- The Company shall have the right to access any current or prior medical records of the Insured Person in order to finalize and/or proceed with the assessment of a claim and/or render medical assistance. By virtue of this clause, the Insured Person shall be deemed to have given the Company written consent to access any of the Insured Person's current or prior medical records.
- No amount payable in terms of this Policy shall bear any interest.