

# EXIT Outbound Travel Policy



## Introduction

We are pleased to provide you with your "EXIT" outbound travel policy (the 'policy') which provides comprehensive cover against losses and costs for you and your family throughout your trip. Your insurance cover and other benefits are as stated in the policy (depending on the terms, conditions, warranties, provisions, and exclusions set out or implied in this policy and its endorsements).

We have relied on the information and statements you gave in your application for insurance. If your application contains any incorrect statements or information, or you fail to tell us anything which may be significant, you will lose your right to compensation under the policy, and we can cancel or end the policy.

If you have any questions or need more information about this policy, please contact us on 800 (RAKI) 7254 (local call) and 7254 800 00971 (international call) or email us at info@rakinsurance.com.

## Your personal information

We may use your personal information in connection with:

- any insurance- -related product or service, or altering, varying, cancelling, or renewing any of these products or services; or
- any claim or investigating a claim.

We may share your information for either of the purposes above, or for any related purpose, with:

- any related company, any other company dealing with reinsurance or a claim or investigation, an intermediary, or any other provider of insurance services; or
- the United Arab Emirates Insurance Authority or any other government organisation that exists or is formed to regulate the UAE insurance industry.

This insurance contract (the policy) is made between you and us, Ras Al Khaimah National Insurance Company PSC ( ).

We have been incorporated in the United Arab Emirates and are authorised by the United Arab Emirates Insurance Authority to provide insurance.

You must not reproduce, store in a retrieval system or transmit in any form or by any method (including electronic, mechanical, photocopying or recording) any part of this publication without our written permission).



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## **DEFINITIONS**

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

**Abroad:** Outside the geographical boarders of the country of residence.

**Accident:** When referring to persons:

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

The following shall also be construed to be Accidents:

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

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

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

#### **Bodily injury**

Physical harm not caused by sickness, disease or any other naturally occurring condition or gradual deterioration.

**Catastrophe:** An event where the insured person is necessarily and unavoidably required to move from their pre-booked and pre-paid accommodation as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or Local Government directive.

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

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

**Close Relative of the insured:** Spouse, parents, Children, grandparents, grand Children, siblings, mother and father-in-law and brothers and sisters in law.

**Country of residence:** The country in which the insured person resides for at least six months of the year.

**Cover Inception:** The Assistance Company will immediately provide the Insured, the assistance specified under the Benefits/Services/Covers clause of the General & Specific Policy Conditions of this



Insurance Policy for mishaps that occur due to unforeseen incidents during travels outside his/her Usual Country of Residence, provided that this occurrence does not take place outside the specified geographical boundaries and does not take place out of the prescribed travel duration between the validity dates of this Policy.

For each single Trip, the cover ceases when the travel causing the acquisition of the Policy ends and/or the Insured arrives at his/her Usual Country of Residence, whichever takes place first. The duration of cover per trip under this Policy shall not exceed 180 consecutive days each travel.

**Covered Trip:** An intended and planned trip undertaken by the Insured outside his Usual Country of Residence. The Covered Trip commences when the Insured starts the direct journey from his Usual Country of Residence and ceases when the Insured first returns to his country of residence. The maximum duration of any one Covered Trip is 180 consecutive days.

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

**Deductible or Excess:** The amount of expenses which is not Covered by the RAK Insurance, and that are to be paid by the Insured Person before the Policy Benefits become payable.

**Doctor or Physician:** An officially registered medical practitioner according to the law of the place where the Claim happens.

#### **Effective date**

The day (at midnight local time), month and year which appears in the policy schedule and on which you were enrolled for the first time with us under this policy.

#### **End date**

The date on which the policy ends, as stated in the policy schedule.

### **Endorsement**

A written document we issue setting out any changes, additions or deletions to the original policy document and which is attached or added to the policy.

**Emergency Dental Care:** Any natural Dental treatment Covered by the policy due to a condition suddenly started up at travel and that it does not occur by reason of any pre-existing situation.

**Emergency Repair:** The repair necessary to render the home/ dwelling safe and/or secure against further loss or damage as result of sudden occurrence which demand immediate action.

### **Excess**

The part of the claim, whether financial or related to the waiting period, that you are responsible for. We will deduct the relevant excess from any claim we pay under this policy.

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



**General & Specific Policy Conditions:** The terms and provisions of all aspects of the policy which state the rights and duties of the Insured or RAK Insurance. The policy conditions will be located in the policy schedule.

**Golf Equipment:** means golf clubs, golf balls, golf bag, golf trolley, and golf shoes forming part of Your Baggage.

**Hijack:** Unlawful seizure of the aircraft, sea vessel or train or other public transport vehicle in which the insured person is travelling.

## **Hired equipment**

Equipment you use temporarily for a payment you have agreed with the company that hires the equipment.

**Home/ Dwelling:** The place where the insured person lives in their country of residence.

## Hospital

A registered establishment providing medical and surgical treatment and 24-hour nursing care by registered nurses for ill or injured people. This does not include a convalescent, self-care or rest home, or a department in a hospital which has the role of a convalescent or nursing home.

## Hospitalisation, hospitalised

Every overnight stay in hospital on the advice of a medical practitioner because of an accident or sickness.

#### Illness

A condition in which some disease or impairment is present that prevents your body or mind from working normally.

**Immediate Family Member of the Insured:** Spouse, Children, parents, grandparents and siblings.

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

In the cases where an Injury is describes as a Serious Injury, it refers to that which in the opinion of The Assistance Company's medical team, prevents the Insured from continuing travel on the date planned or involves the Risk of death.

#### Inpatient

A person who stays in hospital for a continuous period of at least 24 hours for which you or we are charged costs for room and board for at least one calendar day.

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

**Insured Person:** Within the validity period of the policy, the person aged between 30 days and 75 years, whose name and address are specified in the policy, with respect to whom the Service Fee has been paid before his/her travel and who is a permanent resident in the country where the policy was issued.



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

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

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

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

**Medical Supervision:** The supervision, care, or management of a patient to combat, ameliorate, or prevent a disease, disorder, or injury wherein constant or regular observation is required.

**Medical practitioner:** A person who is legally qualified in medicine and currently practicing and who is recognized as such by the relevant authority in that country, other than the insured person, a close relative, travelling companion or employee or close business colleague.

**Mugging:** A violent attack on the insured person with a view to theft by person (s) not previously known to the insured person.

## **Not Eligible Insured Person:**

- a) Insured intending to travel more than 180 consecutive days.
- b) Persons of less than 30 days old.
- c) Persons aged from 75 years old and above, except in case a specific Plan including such Cover for persons aged from 75 years and above are contracted.
- d) Non-residents in the country where the policy is issued.
- e) Those who have initiated the trip prior to the insurance underwriting.
- f) Insured travelling for work reasons (paid or otherwise), when undertaking physical or manual hazardous activities such as: use of machinery, loading and unloading, working at heights or in confined spaces, assembly of machinery, working on floating or underwater platforms, mines or quarries, use of chemical substances, laboratory work of any kind and any other hazardous activities.

**Not Fit for Travel:** Insured persons who have conditions which may serious consequences or require Medical Supervision prior the trip such as the following cases:

- Infants less than 48 hours old (longer after premature births).
- Women after the 36th week of pregnancy (32nd week for multiple pregnancy).
- Those suffering from:
  - o An unstable medical condition.
  - o Angina or chest pain at rest.
  - o Any active infectious disease.
  - o Increased intracranial pressure.
  - o Recent heart attack (Past 1 8 Weeks).



- o Recent stroke (Past 1 8 Weeks).
- Recent surgery or injury where trapped air or gas may be present (e.g. abdominal trauma, gastrointestinal surgery, craniofacial and ocular injuries, brain surgery or eye operations) (Past 1 8 Weeks).
- o Severe chronic respiratory disease.
- Breathlessness at rest.
- Unresolved pneumothorax.
- o Psychotic illness, except where fully controlled.

The Insured person may be considered fit for travel even if he/she suffers from any of the following medical conditions / illnesses provided his/her condition or injury is stable and he/she generally feels well:

- Paralysis.
- Motor Neurone Disease.
- Multiple Sclerosis.
- Parkinson.
- Allergies to certain food.
- High blood pressure or high cholesterol.
- Diabetes.
- Blood disorders such as anaemia (provided no oxygen is required).
- Epilepsy (only if you have not had a seizure within 24 hours prior to your flight departure time).
- Arthritis.
- Insect bites.
- Minor injuries such as toe and finger injuries, twisted ankles, pulled muscles or small cuts.
- Sunburn.
- Hepatitis B or C.
- Dengue fever.
- Viral Meningitis.
- Malaria.
- Cholera (as long as the symptoms have settled, you are well enough to travel and the public health authority in the destination country allows travel).
- Hepatitis A (as long as you feel well enough to travel).
- Shingles (as long as the rash is not weeping or is covered).
- Yellow Fever (as long as you feel well enough to travel and the public authority in the destination country allows travel).
- Flu (as long as the symptoms have settled).
- A heart attack or angioplasty.
- Deep Vein Thrombosis (DVT) or Pulmonary Embolism (PE).
- Stroke (CVA) or head injury.
- Surgery on the heart, chest or abdomen.
- Joint replacement or amputation.
- Does not require oxygen during the Trip due to an existing condition.

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

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



**Period of Insurance or Effective Date of Coverage:** The period that commences and ends on the dates stated on the Certificate of the Policy contracted.

The duration of cover for any single trip shall not exceed 180 days and is in any case not renewable.

**Period of Cover:** The duration of the policy as long as the correspondent fees have been paid.

**Permanent Total Disablement**: means where in the opinion of a Doctor;

- a) the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training, or experience; and
- b) the disability has lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement.

**Personal Accident:** Physical Injury or mental anguish caused, by actions or negligence of another Party.

**Personal Money:** Any money held by the Insured for personal use on their trip. This includes cash (notes and coins in current use, including foreign currency that can legally be used as currency in any country.), nonrefundable pre-paid cards, vouchers which have a monetary value (for example phonecards, gift vouchers, admission and travel tickets). These must all be held for private and not business purposes.

#### Piste closure

The closure of a ski run of compacted snow and all lifts at the piste used by skiers for skiing activities.

#### Policy

All terms, provisions, exclusions, conditions and limits set out in this document, the policy schedule, and any endorsements signed by us (and you) and attached to this document.

## **Policy schedule**

The schedule which sets out the conditions of this policy and information, including effective dates or maturity dates, sums assured, premium amounts and further exclusions, if any.

## **Policy term**

The length of time for which the policy is valid.

### **Policy year**

A period of 12 months in a row from the effective date of this policy or any anniversary of that date.

#### **Pre-existing condition**

A disease or condition covered under this policy that you have had in the past or which was present or diagnosed (at any grade of severity) before the start date of this policy, regardless of any conditions for severity set out for events covered by this policy.

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



**Pre-booked accommodation:** A commercially run premises which has been booked prior to the start of the insured persons trip and for which they pay a fee. This does not include residential homes belonging to family or friends.

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

#### Premium due date

The date on which any premium under this policy is due.

#### **Premium**

The amount of premium you pay, as shown in the policy schedule.

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

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

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

**Service Fee:** The amount the Policyholder must pay to the RAK Insurance in consideration for the Benefits/Services/Covers provided for the Insured.

**Service Provider:** An independent subcontractor appointed to perform any Services.

**Spouse:** Person officially registered as wife or husband of the Insured.

**Standard Accommodation:** A hotel/motel room or studio apartment fit to accommodate 1 or 2 persons as per case with a reasonable price and stay quality standards, or the same standards as originally booked.

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

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

In the cases where a Sudden Illness is describes as a Serious Sudden Illness it refers to any Illness that requires admission to hospital and which, in the opinion of The Assistance Company's medical team, prevents the Insured from continuing travel on the date planned, or which involves the risk of death; or



where treatment is medically necessary in order to maintain life and/or relieve immediate sudden pain or distress.

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

**Terrorism:** An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Moreover, the following will be excluded: Iraq, Afghanistan, Yemen, Cuba, Democratic Republic of Congo, and country of residence.

**The Assistance Company:** For the purpose of this agreement; the travel assistance services are assigned to;

Swan International Assistance.

**Theft (Personal effect):** The attempt to steal or stealing all privately owned moveable, personal property of an individual.

**Treatment:** The action or manner of treating a patient medically or surgically particularly adapted to the special disease being treated by a professional that may deem the Insured to be Not Fit for Travel.

**Trip:** Trip means a journey which commences during the period of insurance. The trip must begin and end in the country (or town for domestic travel insurance) where the insured's residence is situated. Each trip must not exceed 180 consecutive days. The insured person must have booked a return flight prior to departure on overseas trips One-way trips or trips using open tickets are not covered.

**Unattended:** When the insured person is not in full view of and not in a position to prevent unauthorized interference at the time of the damage, loss, or theft of their property or vehicle, or left in a place where it can be taken without the insured person's knowledge (including on the beach or beside the pool while the insured swims), or where the insured is unable to prevent it from being unlawfully taken.

**Unexpected Event:** A cause or event that occurs during Your Period of Insurance that was sudden, unforeseeable or unintended, and was outside of Insured's control, and could not reasonably have been anticipated or avoided.

**Usual Country of Residence:** The country where the Insured Person is a citizen or permanent resident and where the Policy is issued by the authorized Insurance Company.

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

**Winter Sports:** Winter sports or winter activities are competitive sports or non-competitive recreational activities which are played on snow or ice. Most are variations of skiing, ice skating and sledding.



#### **GENERAL & SPECIFIC POLICY CONDITIONS**

The below is our Exit travel policy wording. It is not necessarily that you are eligible for all it's benefits. Your coverage is limited with the benefits covered in the Policy schedule provided.

#### **MEDICAL & EMERGENCY ASSISTANCE**

## 1. Emergency Medical, Hospitalization, Pharmaceutical Expenses, And Surgical Expenses Abroad, Due To Accident / Sudden Illness

In the event of an Accidental Injury or Sudden Illness of the Insured occurring outside the Usual Country of Residence the Assistance Company will meet the usual, customary, necessary and reasonable costs of hospitalization (until stabilisation), surgery, medical fees and pharmaceutical products prescribed by the attending Doctor for a maximum of (as the Schedule of Benefit) per person per trip or per year (in case of annual policy) and in the aggregate with a Deductible of (as the Schedule of Deductibles).

The Assistance Company's medical team will maintain the telephone contacts necessary with the Centre and with the Doctors attending to the Insured to supervise the provision of proper health care.

This policy is not a general health policy. It is intended only for use of Insured Person in the event of a serious sudden and unexpected illness or accident. Further treatments and non-emergency surgeries must be done in the home country.

## 2. Emergency Medical Evacuation - Transport to a properly equipped medical facility/ repatriation in case of accident / sudden illness

In the event of an Accidental Injury or Sudden Illness, the Assistance Company will take charge of transferring the Insured to a proper equipped medical facility.

The Company, through its medical team, will decide if transferring is necessary, otherwise, the Company, through its medical team, will decide if repatriation is necessary, depending on the situation or gravity of the condition of the latter.

Afterwards, the Company's medical team will maintain the telephone contacts necessary with the medical Centre and with the doctors attending to the Insured, and on the basis thereof will decide whether to transfer the Insured, and on the most suitable means of transport to use.

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

## 3. Emergency dental care

If necessary, the Assistance Company will provide the Insured party with the dental assistance required abroad. The maximum limit of the expenses for this benefit is (as the Schedule of Benefit) per case and (as the Schedule of Benefit) per annum and in the aggregate.

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



## 4. Repatriation of mortal remains to the country of residence

In the event of the death of the Insured, the Assistance Company will make the arrangements necessary for his/her transport or repatriation and will meet the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at his/her usual country of residence.

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

## 5. Repatriation of family member travelling with the insured

Should the Insured be hospitalized due to Sudden Illness or Accident for more than seven days or deceased, the Assistance Company will meet the cost in respect of the immediate family members accompanying the Insured at the moment of the event, having the same country of residence as the Insured, considering this immediate family member is unable to travel by his/her own means of transport or the means of transport used for the initial trip.

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

## 6. Emergency return home to the country of residence following death of a close family member

When the Insured has to curtail his/her journey because of the death of an immediate family member, the Assistance Company will meet the cost of the travel to his/her usual country of residence, whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the trip.

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

## 7. Compassionate Visit - Travel and stay of one immediate family member to stay with the insured in case of Accident/ Sudden illness

In the event that the Insured is travelling alone and admitted to hospital for more than seven days as a result of an Accidental Injury or Sudden Illness covered in the policy, the Assistance Company will take charge of the outbound and return journey of one designated immediate family member at the Insured's choice, from the Usual Country of Residence of the Insured to the place of hospitalization of the Insured as well as the cost of standard accommodation expenses up to a limit of (as the Schedule of Benefit) per day for a maximum of (as the Schedule of Benefit).

#### 8. Cost of first aid and rescue

We will refund the cost of first aid and rescue at sea or in the mountains by an official body to save your life or protect you from physical injury. We will pay you up to the limit shown in the policy schedule.

## **Special conditions**

This cover only applies if you chose adventure sports cover (water sports, winter sports, trekking and

safari). If you chose the scuba-diving option, cover applies in the following circumstances only.

- a. You must hold the Professional Association of Diving Instructors (PADI) cation.
- b. You must not dive alone.
- c. You must not dive deeper than 30 metres.
- d. The demand regulator must have a current validity certificate.

#### 9. COVID 19 COVER

## Emergency Medical, Hospitalization, Pharmaceutical Expenses, And Surgical Expenses Abroad, Due to Covid-19 Only Until Stabilization

When the appropriate additional premium has been paid, the Assistance Company shall cover the medical hospitalization of the Insured in case of illness related to the COVID-19 for a maximum limit as set in the Schedule of Benefits. This coverage will be only granted, if PCR positive, 72 hours after the Insured arrival to his/her destination. Any negative diagnostic assessment will not be covered by this contract. It is to be noted that the hospitalization of the Insured will be limited to 10 days' maximum which will be strictly due to medical complications related to COVID-19 and not to any pre-existing known or unknown pathology.

## Exclusions applying to this section (as well as the general exclusions)

## We do not cover the following.

- 1. Expenses for any treatment or repatriation (returning you to your home country) which you have not told us about and which we have not authorised.
- 2. Costs of phone calls, other than calls to us telling us about the problem and which you are able to provide a receipt or other evidence for which shows that the call took place, its cost, and the number you rang.
- 3. The cost of treatment or surgery, including exploratory tests, which are not directly related to the bodily injury or illness which resulted in you being admitted to hospital.
- 4. Any form of treatment or surgery which, in our opinion and in the opinion of the medical practitioner treating you, can reasonably be delayed until you return to your country of residence.
- 5. Medication which, at the time of your departure, you know you will need, or will need to continue taking,
- 6. Outside your country of residence.
- 7. Treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
- 8. Emotional disorders, unless they result in you being admitted to hospital.
- 9. Any expenses run up after you have returned to your country of residence.
- 10. Expenses as a result of a tropical disease for which you have not had the recommended inoculations.
- 11. If you decide not to be repatriated after the date when, in our opinion, it is safe to do so.
- 12. The cost of prosthetics, cosmetics, plastic surgery and physiotherapy.
- 13. Investigations, check-ups and medical examinations that are part of preventive medicine.
- 14. Pre-existing medical conditions, pregnancy, convalescence or relapses.

#### PERSONAL ASSISTANCE SERVICES

#### 1. 24 hours Travel assistance services

## a) Telephone medical advice

The Assistance Company will arrange for the provision of medical advice to the Insured Person over the telephone.

## b) Monitoring of medical condition during and after hospitalization

The Assistance Company will monitor the Insured Person's medical condition during and after hospitalization, subject to any and all obligations in respect of confidentiality and relevant authorization.

#### c) Medical translation service

The Assistance Company will arrange for the provision of medical translation to the Insured Person over the telephone. Where the Assistance Company uses an external service provider to provide the translation service, the quality of the translation cannot be guaranteed. Company will however exercise reasonable care and diligence in selecting such service providers.

## d) Interpreter referral

Upon request from the Insured Person, the Assistance company will provide the names, telephone numbers and, if possible and requested, hours of opening of interpreters' office in foreign countries. Although the Assistance Company shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service provider shall be the decision of the Insured Person. Company, however, will exercise care and diligence in selecting the service providers.

#### e) Emergency interpreting assistance

The Assistance Company will arrange for the provision of interpreting assistance to the Insured Person over the telephone on an emergency basis.

## f) Lost luggage assistance

Upon request from the Insured Person, the Assistance Company will assist the Insured Person who has lost his/her luggage while traveling outside the Home Country or Usual Country of Residence by referring the Insured Person to the appropriate authorities.

#### g) Lost passport assistance

The Assistance Company will assist the Insured Person who has lost his/her passport while traveling outside the Home Country or Usual Country of Residence by referring the Insured Person to the appropriate authorities involved.

## h) Legal referral

The Assistance company will provide the Insured Persons with the name, address, and telephone numbers, if requested by the Insured Person and if available, office hours for referred lawyers and legal practitioners. The Assistance Company will not give any legal advice to the Insured Person.

Although the Assistance Company shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service provider shall be the decision of the Insured Person. Company, however, will exercise care and diligence in selecting the service providers.

## i) Arrangement of appointment with lawyers

The Assistance Company will assist the Insured Person to arrange for appointments with lawyers. All related expenses shall be borne by the Insured Person.

## j) Inoculation and visa requirement information

Upon request from the Insured Person, the Assistance company shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organization Publication

"Vaccination Certificates Requirements and Health Advice for International Travel" (for inoculations) and the "ABC Guide to International Travel Information" (for visas).

## k) Emergency traveling service assistance

The Assistance Company shall assist the Insured Person in making reservations for air ticket or hotel accommodation on an emergency basis when traveling overseas. However miscellaneous services required by the Insured that are not covered under this Policy shall remain the responsibility of the Insured and at his own expense.

## l) Embassy referral

The Assistance company shall provide the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide.

## m) Emergency document delivery

The Assistance Company shall assist the Insured Person to arrange for emergency document(s) to be delivered to the Insured Person's friend, relative or business associate, upon the Insured Person's request to do so.

The above Services are purely on referral or arrangement basis. The Assistance Company shall not be responsible for any third party expenses, which shall be solely the Insured Person's responsibility.

### 2. DELIVERY OF MEDICINES OR DISPATCHED OF A SPECIALIZED PHYSICIAN ABROAD

The Assistance Company will take charge of delivering the medicines or Dispatched of a Specialized Physician outside the country of resident prescribed urgently by a doctor for the Insured during the trip and which cannot be found in the place where he/she had travelled to or to be replaced by medicines or specialized Physician that have a similar composition.

The Assistance Company will not be responsible for the medicine's expenses.

#### **TRIP CANCELLATION & DELAY**

## 1. Trip cancellation & Curtailment

The Assistance Company shall indemnify the Insured Person in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation up to (as the Schedule of Benefit), in the event of the Insured Person's Covered Trip being necessarily cancelled or curtailed due to:

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

- b) The death, accidental bodily injury or illness of any person with whom the Insured Person had arranged to travel, reside or conduct business, or of the immediate family member.
- c) The Insured Person or any person with whom the Insured, Person had arranged to travel, reside or conduct business being:
  - Called for emergency duty as a member of the armed forces, the defense of civil administration, the police force or the fire, rescue, public utility or medical services.
  - Required to be present at his home or place of business in the usual country of residence following burglary or major damage.
- d) The cancellation of scheduled or chartered transport services (including connecting publicly licensed transportation) caused by accident, strike, industrial action, hi-jack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after the Covered Trip is booked or this Insurance is effected, whichever the later.
- e) Major damage rendering uninhabitable the accommodation in which the Insured Person had previously booked to reside during a Covered Trip.
- f) Failure to obtain visas although insured person has applied to the relevant consulate at least 21 days prior to the trip with all required documents.

#### **EXCLUSIONS APPLICABLE TO TRIP CANCELATION & CURTAILMENT:**

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

- **a)** Childbirth, pregnancy or any medical complications resulting from within 2 months of the estimated date of delivery.
- **b)** Any condition or set of circumstances known to the Insured at the time the Trip was booked, or this Insurance was affected, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the Insured's Covered Trip.
- **c)** Lack of or unreasonable care taken by the Insured in respect of:
  - Travel to the airport/station.
  - Route to the airport/station.
  - Departure time.

## 2. Missed departure abroad

The Assistance Company will reimburse the insured person up to the maximum amount shown on the policy schedule, for extra and necessary accommodation, telephone calls, meals and local public transportation expenses to allow the insured person to carry on with his/her insured trip, in the event the insured person arrive at the departure point too late (pass the departure time of the public common carrier) on the return journey as a result of the following:

- **a)** The public transport services on which the insured person is travelling are affected by a strike, industrial action, bad weather or mechanical breakdown.
- **b)** The vehicle in which the insured person is travelling is damaged in an accident or breaks down.

## SUBJECT TO THE FOLLOWING EXCLUSIONS:

This section does not cover:

- **a)** Any loss if the strike or industrial action is existing, expected to or announced before the scheduled departure time of the insured trip.
- **b)** Any accidental damage or breakdown of the vehicle in which the insured person is travelling if the vehicle is not in good mechanical or roadworthy condition due to neglect.
- **c)** Any loss arising from the insured person's failure to allow sufficient time to reach the departure point, or due to traffic congestion.
- **d)** Any loss not substantiated by written confirmation from the public common carrier on the reason of the late arrival.
- **e)** Any loss not substantiated by a written confirmation from a motor vehicle repairer or recovery company if the vehicle in which the insured person is travelling breaks down or is damaged in an accident.

## 3. Delayed departure

In the event that transport services on which the Insured has previously booked to travel are delayed due to strike, industrial action, adverse weather conditions, mechanical breakdown or technical fault, the Assistance Company will indemnify the Insured in respect of restaurant meals, refreshments and/or hotel accommodation (after 24 hours) used during the period of delay on the outward journey at commencement of the Covered Trip as follows:

- **a)** Up to (as the Schedule of Benefit) for irrecoverable losses paid or to be paid if the Insured opts to cancel the Covered Trip completely following delay of more than 24 hours, less any amounts recoverable, or
- **b)** For each completed 6 hours period (as the Schedule of Benefit) of delay an amount of (as the Schedule of Benefit) will be paid and up to a maximum of (as the Schedule of Benefit) against the receipts of meals, refreshments purchased during the delay.

## CONDITIONS AND LIMITATIONS APPLICABLE TO TRIP DELAY:

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

## 4. Travel Visa Rejection

We will reimburse you the cost incurred for your visa application in the event your visa issuance has been denied by the Consulate you applied to, up to the limit shown in the Policy Schedule.

## Special exclusions which apply to this section

Visa Cancellation for the following reasons:

- 1. You have a criminal record(s)
- 2. You have been denied entrance into a country before or already stayed in the country for the maximum days allowed
- 3. You are considered to be a threat to public policy, internal security, public health
- 4. An alert has been issued in the Schengen Information system or the Country Security System
- 5. You not applying before the minimum time required by the Consulate to process your visa.
- 6. Documents submitted to the Consulate were incomplete, including errors, fraudulent or insufficient
- 7. Applicants who would fall under the restricted nationalities list
- 8. If an embargo is active by concerned Consulate for specific nationalities

Please read the general conditions and exclusions as they will also apply to your claim.

#### **LOSSES & DELAYS**

## 1. Loss of passport, Driving License, National Identity Card abroad

In the case of loss, theft or unintentional destruction of the Insured party's passport, driving license, national identity card while abroad; The Assistance Company will take charge of the expenses of the

displacements necessary for obtaining a new passport, driving license, national identity card or equivalent consular document.

## 2. Personal luggage &/or Money abroad

In the case of loss or theft of the Insured party's luggage &/or money while abroad, The Assistance Company will pay up to amount mentioned in the schedule of benefits per Insured person.

CONDITIONS AND LIMITATIONS APPLICABLE TO Personal Money:

To claim for the loss or theft of personal luggage &/or money, the Insured must:

- a) Report the loss or theft to the police within 24 hours of discovering it.
- b) Get a written police report within 24 hours of reporting it, or as soon as reasonably possible afterwards.
- c) Present a valid confirmation of the amount of the Insured's personal luggage &/or money, including any foreign currency he/she are claiming for.
- d) Always take reasonable care of their own personal luggage &/or money to keep it safe and take all reasonable steps to recover personal money that is lost or stolen.



## EXCLUSIONS APPLICABLE TO Personal luggage &/or Money:

- a) Unattended personal luggage &/or money.
- b) Personal luggage &/or money not carried with the Insured and which was not locked in the Insured's personal accommodation or stored in a locked safety deposit box or locked safe if the Insured's accommodation has a locked safety deposit box or locked safe.
- c) Personal luggage &/or money left in a motor vehicle.
- d) Personal luggage &/or money left in checked-in luggage.
- e) Personal luggage &/or money left in a tent.
- f) Any personal luggage &/or money confiscated, detained or delayed by Customs or other officials.
- g) Any claim for personal luggage &/or money as a result of changes in exchange rates or mistakes.
- h) Any loss or damage that that has been or will be reimbursed by any carrier, hotel, travel agent or any other party responsible for the loss or damage.

#### 3. Loss of credit card abroad

If an Insured Person suffers financial loss as a direct result of the fraudulent use of his/her personal credit card(s) following its loss arising out of robbery, burglary or theft while the Insured Person is outside the Usual Country of Residence during the Journey the Assistance Company shall pay for such unauthorized transactions incurring during a maximum of the first 24 hours of the loss of the card up to the limits indicated.

The loss must be reported to the credit card issuer within six (6) hours of the robbery, burglary or theft, otherwise no benefit will be payable under this Section. A claim must be accompanied by a report issued by the credit card issuer evidencing the amount of loss provided that

reasonable care of their own credit card was taken to keep it safe as well as all reasonable steps including a Police report obtained within 24 hours to recover credit card that is lost or stolen.

## **EXCLUSIONS APPLICABLE TO LOSS OF CREDIT CARDS ABROAD:**

- a) Unattended credit card(s).
- **b)** Credit card(s) not carried with the Insured and which was not locked in the Insured's personal accommodation or stored in a locked safety deposit box or locked safe if the Insured's accommodation has a locked safety deposit box or locked safe.
- c) Credit card(s) left in a motor vehicle.
- **d)** Credit card(s) left in checked-in luggage.
- e) Credit card(s) left in a tent.
- **f)** Any loss or damage that that has been or will be reimbursed by any carrier, hotel, travel agent or any other party responsible for the loss or damage.
- **g)** Losses incurred after 24 hours of reporting the credit card lost as the bank must block the card.



## **LUGGAGE ASSISTANCE**

## 1. Compensation for in-flight loss of checked-in Luggage

The Assistance Company will supplement the compensation for which the carrier is liable up to a limit of (as the Schedule of Benefit) as a sum of both compensation payments, for the collection of baggage and possessions checked in by each Insured, in the event of loss during the carriage by air performed by the carrier company with an official written confirmation provided by the carrier company, for the purpose of which the Insured shall furnish a list of the contents including the estimated price and date of purchase of each item (similar to the list of content submitted to the airlines), as well as the settlement of the compensation payment by the carrier. Compensation payment for loss will be calculated according to the procedures recommended by international carriage by air organizations.

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

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

2. Compensation for delay in the arrival of checked-in luggage abroad

Being temporarily deprived of his/her registered baggage and/or personal effects for a period in excess of (6) hours on his/her outward journey whilst on the Covered Trip on board of a common carrier, for all the necessary emergency purchases (essential clothing and toiletries) against original invoices up to a maximum limit of (as the Schedule of Benefit).

Any amount so paid shall be deducted from any subsequent claim paid under Section Luggage assistance above.

Being deprived of his passport and /or any official transportation documents, for expenses related to formalities and issuing of a new passport as stated under Section Luggage assistance.

**3.** Location And Forwarding Of Delayed Baggage and Personal Effects

The Assistance Company will furnish the Insured with advice on reporting the robbery or loss of his/her baggage and personal possessions and will collaborate in arrangements for locating them. In the event that the aforesaid possessions should be recovered, the Assistance Company will take charge of forwarding them to the place of the trip planned by the Insured or to his/her usual country of residence.

In this event, the Insured is under an obligation to return the compensation received for the loss in accordance with this policy.

## CONDITIONS AND LIMITATIONS APPLICABLE TO LUGGAGE ASSISTANCE:

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



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

#### **EXCLUSIONS APPLICABLE TO LUGGAGE ASSISTANCE:**

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

- **a)** Where checked-in luggage is delayed or lost on flight(s) returning to the Insured Person to his place of domicile.
- **b)** Breakage of glass or china unless caused by an accident to the conveyance in which the Insured is traveling.
- **c)** Loss or damage caused by moth, vermin, electrical or mechanical breakdown, machinery breakdown, gradual deterioration or wear and tear (does not apply to the loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening device used in a carrier or container).
- **d)** Loss of cash, bank or currency notes, checks, postal orders, credit cards, charge cards, travel cards, bankers' cards, travellers' checks, travel tickets, other people's passports, driving licenses, green cards and petrol or other coupons; unless specified limits are set for the benefits: Loss of Credit Card and/or Personal Money Abroad.
- **e)** Claims resulting from confiscation, requisition, detention, destruction or damage by customs authorities or other such officials or other government authority.
- **f)** Losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable.
- **g)** Breakage of sports equipment whilst in use or loss of or damage to pedal cycles or hired equipment.
- **h)** Loss of or damage to contact, Cornell or micro-Cornell lenses.
- i) Failure to take reasonable measures to save or recover lost luggage.
- **j)** Failure to notify the relevant airline authorities forthwith of missing luggage at the destination point and to obtain a Property Irregularity Report.
- **k)** Any illegal act by or on behalf of the Insured Person and/or their beneficiaries.

#### **PERSONAL ACCIDENTS**

## 1. Death in common carrier & Permanent disability in common carrier

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

- 1) Accidental Death in Common Carrier
- 2) Permanent Total Disability in Common Carrier.



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

#### **AREA OF COVER:**

The policy's Cover is applicable, except when stipulated to the contrary, in any place in the world, except in the country of habitual residence, while the Insured party is traveling, the length of the trip not exceeding 180 days. The corresponding compensation will be paid in the country where the policy has been issued.

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

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

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



## **EXCLUSIONS TO SECTION (4):**

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

- a) Armed conflicts (having existed or not official declaration of war).
- **b)** The use of helicopters and means of aerial navigation not authorized for the public transporting of passengers.
- **c)** Active participation in criminal acts or in bets, challenges or arguments except in the case of legitimate self-defense or state of need.
- **d)** Participations in any organized dangerous competition, races, sports and training thereon.
- e) Suicide or attempting suicide or any willful Injury.
- f) Addiction to alcohol or narcotics or misuse of drugs.
- g) Blood transfusion and Acquired Immune Deficiency Syndrome (AIDS).
- **h)** Any bodily Injury or sickness the Insured was suffering from prior or at the commencement of this Policy.
- i) Pregnancy, childbirth, miscarriage (whether legitimate or not) and any complications resulting there from.
- **j)** Death or total permanent disability as a direct result from an Accident, which occurred in the Country of Residence of the Insured.

## 2. Mugging /Assault

If the event an insured person is mugged and, as a result of their injuries received from the mugging the insured has to be admitted as an in-patient to a hospital abroad, the Assistance Company will pay the cost of emergency medical treatment up to the limits, with an excess both mentioned in the schedule of benefits.

## CONDITIONS AND LIMITATIONS APPLICABLE TO MUGGING BENEFIT

To claim as a result of mugging, the Insured must:

- a) Obtain a police report of the mugging.
- **b)** Provide a confirmation report of their injuries and period of in-patient treatment from the hospital.

#### **CIVIL LIABILITY BENEFITS**

## 1. Personal Civil Liability

The Company shall indemnify the insured person, up to the sum specified in the schedule, for any money that he legally has to pay, relating to an accident during the Period of Insurance that causes:

- a) death or injury to Any person; or
- **b)** loss of or damage to property.



The Company will also pay, with prior written consent, any extra costs or expenses that he has to pay.

#### Conditions (in addition to the General Conditions):

- a) The insured person must immediately notify the Company, in writing, giving full details of any incident likely to give rise to a claim.
- **b)** The insured person must forward every letter, writ, summons and process to the Company immediately on receipt.
- **c)** The insured person must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without the Company's written consent.
- **d)** The Company shall be entitled, if it wishes so, to take over and conduct in the name of the insured person, the defence of any claims for indemnity or damages or otherwise against any third party, in which case full cooperation and information must be provided by the insured person.
- e) In the event of death of the insured person, his legal representative will have the protection under this benefit provided he complies with the terms and conditions outlined.

#### 2. Advance of Bail Bond

The Company shall, subject to maximum limit specified in the schedule and prior approval of the Assistance Company, provide the bail bond required by criminal judicial authorities to guarantee provisional release from custody on an insured person following any inadvertent contravention or infringement in a visiting country, the necessary amount being made available as an advance.

The insured person shall refund the advance made:

- 1. As soon as it is returned in the event of cancellation of the proceeding or acquittal; or
- 2. Within 15 days of the court decision which becomes enforceable if a sentence is passed.
- 3. In all cases, within three months from the date of payment.

## 3. Legal Defense

The Company shall, subject to maximum limit specified in the schedule, reimburse the expenses incurred on judicial actions to obtain pecuniary repair of physical damage suffered resulting from an accident involving the liability of a third party

## Conditions (in addition to the General Conditions):

The insured person shall refrain from taking legal proceedings without prior approval from the Assistance Company, failing which he will lose the benefit of this cover. However, if the claim warrants urgent measures to safeguard the position of the insured person, then he may resort to them provided the Assistance Company is notified within 48 hours.



## 4. Hijack/ Kidnap

In the event that the insured person is prevented from reaching their scheduled destination through hijack of the aircraft or other vehicle in which they are travelling for and excess of (x) hours (as the Schedule of Benefit). The Assistance Company shall reimburse an amount per hour for each 24 hours the insured person is incarcerated up to a maximum mentioned in the schedule of benefits.

The Assistance Company shall not pay for any claim where the insured person has not obtained a written statement from an appropriate authority confirming the hijack and how long it lasted.

If an Insured Person is the victim of a Kidnap or Hijack the insurance provided by this Policy for such Insured Person shall continue for a period not exceeding twelve months from the date of Kidnap or Hijack to enable the Insured Person to complete the original Journey or to return to the Usual country of residence.

## **OPTIONAL COVERS**

#### **TERRORISM EXTENSION**

As well as any provision or endorsement that we may make to this policy, this policy also covers any bodily injury directly or indirectly caused by, resulting from, or in connection with any of the following.

- 1. War, hostilities, or warlike operations (whether war is declared or not)
- 2. Invasion
- 3. Act of a foreign enemy
- 4. Civil war
- 5. Riot
- 6. Rebellion
- 7. Insurrection
- 8. Revolution
- 9. Overthrow of a legally constituted government
- 10. Civil commotion
- 11. Military or usurped power
- 12. Explosions of war weapons
- 13. Murder or assault later proved beyond reasonable doubt to have been the act of agents of a foreign state, whether war is declared with that state or not 14. Terrorist activity This cover applies as long as:
  - a. you are not actively taking part in any of 1 to 14 above; and
  - b. none of 1 to 14 above are the result of using nuclear, chemical or biological weapons of mass destruction, however they are distributed or combined.



For the purpose of this extension, the following apply.

- i. Terrorist activity means an act by any person or group, committed for political, religious, ideological or similar purposes, which aims to influence any government or put the public, or any section of the public, in fear. Terrorist activity can include, but is not limited to, the use of (or threat of) force or violence. The person or group can either be acting alone, or on behalf of or in connection with any organisation or government.
- ii. Using nuclear weapons of mass destruction means using 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 serious disability or death to people or animals.
- iii. Using 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 serious disability or death to people or animals.
- iv. Using biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease-producing) micro-organism or biologically produced toxin (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disability or death to people or animals.

If we have to cancel your trip due to any of1 to 14 above, we will give you at least seven days' notice. We will consider that you have received this notice at the time and date any intermediary you bought the policy from receives the notice.

#### **ADVENTURE SPORTS**

This policy also covers any expenses related to an accident or injury while you are taking part in any hazardous activity, caving, mountaineering or rock climbing using guides or ropes, potholing, skydiving, parachuting, bungee jumping, ballooning, hang-gliding, deep-sea diving with hard

helmet and air-hose attachments, martial arts, rallying, racing of any kind other than on foot, or any organised sports on a professional or sponsored basis.

This cover only applies if you have selected it and it is shown in the policy schedule.

## **Conditions**

- You must follow the safety guidelines for the activity concerned and, if it applies, you must use the appropriate and recommended safety equipment.
- The activity must not be the main purpose of your trip.
- The activity must not be part of a competition or tournament.

## **GOLF EXTENSION**

## 1. Golf Equipment Cover

Cover will be provided in case of loss or damage to the insured's own golf equipment, if during any covered trip, the golf or golfing equipment is lost, stolen or accidentally damaged, the company will pay whichever is the less of the following:

- 1. the cost to repair the item.
- 2. the cost to replace the item.
- 3. the cost of repairing or replacing the lost or damaged part of a pair, set or collection.



## 2. Golf Equipment Hire

If during the period of insurance and whilst on a trip, the golf equipment is lost, stolen or damaged and a claim has been accepted by the company under the Own golf equipment benefit, then RAK Insurance will reimburse the cost of hiring alternative golf equipment up to the limit subject to supplying the assistance company with all receipts.

## 3. Liabilities to the public

The RAK Insurance will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation and claimant's cost and expenses consequent upon:

- a) accidental bodily injury to any person whether fatal or notor
- b) accidental loss of or damage to property

occurring during the Period of Insurance and caused by the Insured whilst playing or practicing golf on any recognized golf course within the Territorial Limits.

The Liability of the RAK Insurance under this Section for all damages payable in respect of any one occurrence or number of occurrences arising directly or indirectly from one source or original cause shall not exceed the sum stated in the Table of Benefits.

In respect of a claim for damages to which the indemnity expressed in this Section applies the RAK Insurance will also pay costs and expenses incurred with the written consent of the RAK Insurance.

In the event of the death of the Insured the RAK Insurance will in respect of the liability incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this Policy provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms conditions and exceptions of this Policy insofar as they can apply.

### **Exceptions:**

The RAK Insurance will not indemnify the Insured in respect of liability consequent upon:

- 1. death of or bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and upon the service of the Insured
- 2. loss of or damage to property belonging to or in the charge of or under the control of the Insured or any member of his family or household or in the charge of or under the control of any person in the service of the Insured by virtue of such service
- 3. the possession or use of any mechanically propelled vehicle except golf carts used during play whilst on any golf course
- 4. any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement



#### **Conditions to Golf section:**

- 1. The Insured is not covered if the loss or damage occurred while the golf equipment was in use.
- 2. a pair or set of items is considered one item.
- 3. loss or theft must be reported to the police or responsible public transportation provider within 24 hours with a written record prepared by the police or public transport provider at the time the loss or theft is reported.
- 4. Any claims must be accompanied by a copy of a medical report provided by a doctor detailing the nature and extent of the accidental injury or sickness and as a result confirming the insured's inability to play golf.

## In addition to, RAK Insurance will not pay for:

- 1. damage to items while in use
- 2. items left unattended.
- 3. electrical or mechanical breakdown
- 4. damage caused by wear and tear, vermin, or any process of cleaning, repairing, restoring or alteration.
- 5. items sent under the provision of any freight contract.
- 6. items forwarded in advance and unaccompanied.
- 7. loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities.

## 4. Hole-in-one

If during the period of insurance and whilst on a trip, the insured's scores a hole-in-one while playing golf, and they purchase customary food and beverages at the golf club house for the purpose of celebrating then the company will reimburse them for the customary food and beverage expenses incurred up to \$300 excluding any type of alcohol.

#### Note:

Any claims for reimbursement must be accompanied by a copy of the certificate issued by the club for the hole-in-one and original receipts supporting the incurred amount.

#### **WINTER SPORTS COVER**

## 1. Ski pack

We will pay up to the amount shown in the policy schedule for any part of a ski pack you have not used due to bodily injury or serious illness. We will pay this amount if you have already paid for the ski pack and cannot get your money back.

## Please note that:

- ski pack includes ski hire, ski tuition and pre-booked lift passes; and
- all losses must be confirmed by a written report from a qualified medical practitioner.



## 2. Ski equipment

If, during the trip, your ski equipment is lost, stolen or damaged through an accident or theft, we will cover you against that loss or damage as long as our liability under this section for all loss or damage that happened during the trip is not more than the sum assured shown in the policy schedule.

Exclusions applying to this section (as well as the general exclusions)

We will not cover the following.

- a) Any losses, unless you can provide receipts or other documents to prove you own or have hired the ski equipment.
- b) Loss or damage due to wear and tear or gradual deterioration, mildew, moths, vermin or any process of cleaning, dyeing or refurbishing the ski equipment.
- c) Loss or damage arising out of, or which can be traced to, mechanical defect or breakdown.
- d) Any article being scratched or dented.
- e) Loss of or damage arising out of war, invasion, act of foreign enemy or hostilities.
- f) Any loss or damage which happens as a result of a loss covered by this policy.

#### 3. Piste closure

We will refund you up to the sum assured shown in the policy schedule for transport costs to the piste during your pre-booked ski trip if you cannot ski because all lifts are closed due to a complete lack of snow, adverse conditions or risk of avalanche.

Exclusions applying to this section (as well as the general exclusions)

We are not liable in the following circumstances.

- a) If you arranged the policy or trip up to 30 days before your intended departure and, at that time, conditions meant it was unlikely to be possible to ski during your planned trip.
- b) Unless you have written confirmation from the resort authorities or ski-lift operators for the period when there was no skiing available due to the closure of all ski lifts.
- c) If you fail to give us receipts for the travel pass and ski pass as proof of purchase of the skiing itinerary.
- d) Unless you have receipts for your transport costs.

#### **GENERAL EXCLUSIONS**

- A. Loss, damage, Illness and/or Injury directly or indirectly caused by, arising out of, and/or during, and/or in consequence of the following are excluded from the guarantee/Cover granted under this Policy:
  - 1. The bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions including those actions of the Insured in a state of derangement or under psychiatric treatment costs for which are themselves excluded.
  - 2. Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions,



atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon any other type of natural disaster.

- 3. Events arising from terrorism, mutiny or crowd disturbances.
- 4. Events or actions of the Armed Forces or Security Forces in peacetime.
- 5. Wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whatever type.
- 6. Those caused by or resulting from radioactive materials and nuclear energy.
- 7. Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity.
- 8. Illness or Injuries existing prior to the claim, unless expressly included in the Private or Special Conditions and subject to payment of the relevant surcharge Premium.
- 9. Those that occur as a result of the participation by the Insured in competitions, sports, and preparatory or training tests.
- 10. Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting outside European Territory, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding and, in general, any sport or recreational activity that is known to be dangerous.
- 11. Participation in competitions or tournaments organised by sporting federations or similar organisations.
- 12. Hazardous winter and/or summer sports such as skiing and/or similar sports.
- 13. Permanent resident and students outside of resident country.
- 14. The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers, as well as helicopters.
- 15. The Accidents deemed legally to be work or labour Accidents, consequence of a Risk inherent to the work performed by the Insured.
- 16. Internationally and locally recognized epidemics.
- 17. Illnesses or Injuries arising from chronic ailments or from those that existed prior to the inception date of the policy.
- 18. Death as a result of suicide and the Injuries or after-effects brought about by suicide and/or attempted suicide or any self-inflicted Injuries.
- 19. Illness, Injuries or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental Illness or mental imbalance.
- 20. Illness or Injuries resulting from refusal and/or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Assistance Company and agreed by its medical Service.
- 21. Illness or Injuries caused by pregnancy and childbirth or any complication therefore or voluntary termination of pregnancy.
- 22. Mental Health diseases including stress, anxiety, depression and nervous disorder.
- 23. Venereal sexually transmitted diseases.



- 24. Gynaecological diseases.
- 25. All pre-existing, congenital, psychiatric and/or Chronic Medical Conditions.
- 26. Any cardiac or cardio vascular or vascular or cerebral vascular Illness or conditions or after-effects thereof or complications that, in the opinion of a medical practitioner appointed by the Assistance Company, can reasonably be related thereto, if the Insured Person has received medical advice or treatment (including medication) for hypertension 2 years prior to the commencement of the Protected Journey.
- 27. Diagnosis and treatment services for complication of excluded illnesses.
  - Travelling to seek medical treatment or waiting for an operation, post operation check-up or any other hospital treatment, or any medical investigations, tests or test results.
  - Travelling against the advice of a doctor or considered not fit to travel by the assistance company.
  - Travelling to seek immigration or political asylum.
- 28. Consequential loss of any kind.

## B. In addition to the foregoing General Exclusions, the following Benefits are not Covered by this insurance:

- 1. The Services arranged by the Insured on his/her own behalf, without prior communication or without the consent of Swan International Assistance the Assistance Company, except in the case of an extreme emergency/urgent necessity. In that event, the Insured shall furnish the Assistance Company with the vouchers and original copies of the invoices.
- 2. Assistance or medical Services, which are not medically necessary and all Elective and/or non-Emergency medical condition and its complications.
- 3. Rehabilitation treatments.
- 4. Prostheses, orthopaedic material or thesis and osteosynthesis material, as well as spectacles.
- 5. Assistance or compensation for events that occurred during a trip that had commenced, in any of the following circumstances:
  - Before this insurance comes into force.
  - With the intention of receiving medical treatment.
  - After the diagnosis of a terminal Illness.
  - Without prior medical authorisation, after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip.
- 6. Expenses that arise once the Insured is at his/her Usual Country of Residence, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, after the dates of the travel object of the Agreement have elapsed or after 90 days has elapsed since the start thereof, notwithstanding what is provided for in the Additional Clauses or in the Private or Special Conditions.



- 7. Any Health Services that are received as Out-of-Hospital Benefits.
- 8. All expenses relating to dental treatment, dental prostheses, and orthodontic treatments.
- 9. Services that do not require continuous administration by specialized medical personnel.
- 10. Personal comfort and convenience items (television, barber or beauty Service, guest Service and similar incidental Services and supplies).
- 11. Medical Services that are not performed by Authorized Healthcare Service Providers, apart from medical Services rendered in a Medical Emergency.
- 12. Prosthetic devices and consumed medical equipment's.
- 13. Treatments and Services arising as a result of hazardous activities, including but not Limited to, any form of aerial flight, any kind of power-vehicle race, water sports, horse riding activities, mountaineering activities, violent sports such as judo, boxing, and wrestling, bungee jumping and any professional sports activities.
- 14. Costs associated with hearing tests, vision corrections, prosthetic devices or hearing and vision aids.
- 15. Patient treatment supplies (including elastic stockings, ace bandages, gauze, syringes, diabetic test strips, and like products, non-prescription drugs and treatments, excluding such supplies required as a result of Healthcare Services rendered during a Medical Emergency).
- 16. Services rendered by any medical provider relative of a patient for example the Insured Person and the Insured member's family, including Spouse, brother, sister, parent or child.
- 17. All Healthcare Services & Treatments for In-Vitro Fertilization (IVF), embryo transport, ovum and male sperms transport.
- 18. Treatments and Services related to viral hepatitis and associated complications, except for treatment and Services related to Hepatitis A.
- 19. Air or Terrestrial Medical evacuation except for Emergency cases or unauthorized transportation Services.
- 20. Medical Services and associated expenses for organ and tissue transplants, irrespective of whether the Insured Person is a donor or recipient.
- 21. Any test or treatment not prescribed by a Doctor.
- 22. Diagnosis and treatment Services for complications of excluded Illnesses.
- 23. One way or open tickets (Return tickets should be purchased before commencing the trip and should end within the period of insurance).
- 24. Incidents which may give rise to a claim not notified to Swan International Assistance in writing within 31 days of the end of the trip.
- 25. Operational duties as a member of the armed forces.
- 26. Policies not declared to Swan International Assistance within the agreed intervals.
- 27. Policies commencing 120 days or more from the date of policy issuance.
- 28. Expenses and contingencies which are directly or indirectly caused by known epidemics or/ and under the control of public authorities.
- 29. Claims not submitted within a maximum of 30 days from the date of occurrence.
- 30. Medical claims not submitted within a maximum of 30 days from the date of first treatment.



#### COMMUNICABLE DISEASE EXCLUSION

- 1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment (Except for Emergency Medical Expenses and Stabilization), defense cost, sot, expenses or any other incurred by or accruing to the insured directly or indirectly and regardless of any other cause or event contributing concurrently or in any sequence originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the dear or threat (whether actual or perceived) of a Communicable Disease.
- 2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid. Liquid or gas between organisms, and
  - c. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health human welfare or property damage

An Emergency is defined as the sudden onset of an illness, injury or medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) requiring immediate and unscheduled medical care, and if left untreated could result in placing the person's life and/or health in serious jeopardy; serious impairment to bodily functions; serious dysfunction of a bodily organ or part; serious disfigurement; until stabilization.

Stabilization may occur in the Emergency Department or following emergency In-Patient admission till the patient is deemed stable.

The patient is considered stable to a condition where:

- 1) Continue treatment outside the Emergency department/inpatient
- 2) Or they can be transferred to their residence /Accommodation
- 3) Or can travel back to country of residence without the need for immediate medical care
- 4) Stabilization does not include routine or non-life-threatening conditions or symptoms

#### **HOW TO REQUEST ASSISTANCE?**

The insured is required to contact The Assistance Company seeking the Covered Benefits and Services and avoid reimbursement procedures.

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

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



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

- 1) Take all reasonable precautions to minimize the loss.
- **2)** As soon as possible contact Swan International Assistance to notify the claim stating the Benefits required:

Available 24 Hrs. / 7 days		
Country	Contact Numbers	
USA / Canada	+1 514 448 4417	
France / Europe	+33 9 70 73 22 47	
International	+961 9 211 662	
Email: request@swanassistance.com		

- **3)** Freely provide all relevant information.
- 4) Make "NO" admission of liability or offer promise or payment of any kind.

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

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

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

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



## **Important Note:**

Swan International Assistance will not be liable to provide any assistance when;

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

## Amending this policy

Any amendment to this policy will not be valid and binding unless it has been made in writing and is signed and sealed by us. No intermediary or agent is authorised to enter into a contract with you for either the policy itself or any amendments to it. They must enforce our rights and must not bind us by making any promise or by accepting any representation or information not contained in the policy.

## **Effective date**

This policy becomes effective only once you have paid the first premium and the policy has been delivered to you while you are alive and in good health. We will use the effective date, shown in the policy schedule, to decide the premium due dates, policy years and policy anniversary.

## **Paying premiums**

You must pay the premiums in full, including the cost of any stamps or taxes, on their due date to us at our registered head office or other designated office or to our authorised collecting agents. The method of payment is stated in your application for the policy, unless this changes due to rules which apply at the time of the change.

Premiums must be equal to or more than the minimum amount shown in the policy schedule. We have the right not to accept that portion of the paid premium which is more than our maximum acceptance limit.

Confirmation or a receipt showing you have paid the premium will only be valid if it is printed on our company form and signed by us.

We do not have to issue a notice or invoice for the premiums.

#### **Ending this policy**

Cover under this policy will end when one of the following happens.

- a) You reach age 75.
- b) You die.
- c) You cancel the policy.
- d) The policy is not renewed.
- e) This policy ends (on the end date).
- f) You break any of the terms and conditions of this policy.
- g) You fail to pay a premium.
- h) You give us false information, or fail to provide information we ask for, before and during the term of this policy.

If the policy ends for any of the reasons above, you will not be entitled to any refund of your premiums.



As long as we give you written notice, we can end this policy if you break, or do not keep to, any of its terms and conditions.

## Currency

All payments in this policy are in the currency stated in the policy schedule.

## **Settling claims**

We will deal with all reported claims promptly, fairly and efficiently. When settling claims, we will consider the circumstances and the information provided against the terms, conditions, and requirements of the policy. If your claim is valid, we aim to pay your claim as quickly as possible. Examinations

- 1. We have the right to ask our medical practitioners to examine you whenever it is reasonably necessary.
- 2. If you or anyone acting on your behalf commits fraud, we can automatically cancel the policy and any services provided under it.

## Jurisdiction and governing law

This policy, and all rights, obligations, and liabilities under it, will be interpreted, determined, and enforced in line with the relevant laws, regulations and directives of the United Arab Emirates including, without limit, the United Arab Emirates Insurance Authority. If there are any changes in laws, regulations, practices, or customs which may affect our ability to carry out our duties under this policy, we can amend the policy so that it reflects the changes.

We will refer any disputes relating to this policy to the courts of the United Arab Emirates.

If we fail to exercise any right or remedy under this policy (or delay in doing so), it will not affect that right or remedy or mean that it cannot be enforced. If we do exercise a right or remedy (or part of a right or remedy), this will not prevent us from further exercising that right or remedy or any other right or remedy under this policy.

### How to make a claim

If you want to make a claim under this policy, contact us on 800 RAKI (7254) or email us at: lifeclaims@rakinsurance.com.

#### 1. TELLING US ABOUT YOUR CLAIM

You must make your claim, in writing, to us within 30 calendar days after the event you are claiming for which is covered by this policy.

- a) If you do not claim within this time, your claim will still be valid if you can show, to our satisfaction, that you told us about it as soon as was reasonably possible (and in any event within 90 calendar days from the date of the event you are claiming for).
- b) Your claim must include your policy number, and the date and time of the insured event.

#### 2. CLAIM DOCUMENTS

- a) We will acknowledge that we have received your claim and ask you to send us documents to support your claim.
- b) You must provide all proof we ask for at your own expense, and it must be in the form we ask for.



#### **General conditions**

#### 1. ELIGIBILITY

You must be aged between 18 and 75 to take out this policy with us.

#### 2. TOTAL BENEFITS

The total benefits from this policy will not be greater than the total amount stated in the policy schedule.

## 3. GEOGRAPHICAL COVER

Cover is given on a Worldwide basis and only valid under this policy if you are usually resident in the United Arab Emirates.

#### 4. GIVING US NOTICE

You must tell us about any claim as soon as reasonably possible, but in any event within 90 calendar days from the date of the insured event.

#### 5. MEDICAL RECORDS

If they ask, you must make all medical records, notes and correspondence relating to the claim or a related pre-existing condition available to any medical practitioner appointed by us or on our behalf. The medical practitioner can, for the purpose of reviewing your claim, examine you as often as we consider necessary.

You also allow us, the administrator and their delegates (healthcare providers, assistance companies and so on) full access to all your medical and administrative information, documents and prescriptions from any healthcare provider (for example, a hospital, laboratory, pharmacy or physician) or any other insurance company or guarantor, and to receive copies of this medical information and use it as necessary, as long as we keep it strictly confidential and deal with it in good faith.

#### 6. FRAUD AND WITHHOLDING INFORMATION

If you unknowingly fail to give us any information we ask for in connection with this policy (including in your application or when making a claim) or unknowingly give us wrong or fraudulent information, this policy will not be valid. If you deliberately fail to give us any information we ask for, or deliberately give us wrong or fraudulent information, the policy will not be valid and you will give up your right to any claim under the policy. This policy is free from all restrictions on occupation, foreign travel or residence, unless it states otherwise. This policy cannot be disputed, unless information is not given when we ask or is misrepresented.

## 7. GOVERNING LANGUAGE

This policy will be written in both Arabic and English. If there is any difference between the Arabic version and the English version, the Arabic version will apply.

## 8. INTEREST, TRUSTS, CHARGES, LIEN AND ASSIGNMENTS

This policy is not affected by any charges or assignments you may hold elsewhere, and interest is not payable on any of the benefits under the policy.



## 9. CALENDAR

Any reference to time and date in this policy will be based on the Gregorian calendar.

## 10. COMMUNICATION

Any notice or communication you send us will not be valid unless it is in writing and is delivered by hand, registered post or fax and you have proof (for example, a receipt) that it has been delivered or transmitted. It is your responsibility to immediately tell us if you change your address or any other details.

You cannot claim you have not received any notice or communication from us unless you have told us you have changed your address.

## 11. YOUR DUTIES

We will not make any payment under this policy if you break any of its terms and conditions.



#### 12. BENEFITS

We will pay all benefits under this policy depending on policy relevant to the benefits. When we pay a claim under this policy, we may deduct from the claim payment any premium you have not paid.

#### **GENERAL PROVISIONS**

#### 1. THIRD-PARTY CLAIMS

Anyone who does not have a connection to this policy has no right to enforce any of its terms, but this does not affect any rights of a third party (anyone who may make a claim against you as a result of suffering a loss due to your actions).

#### 2. ENFORCING CONDITIONS

If any condition or part of a condition of this policy becomes invalid or illegal or is enforced, the remaining conditions (or parts of conditions) will continue to apply.

#### 3. TAKING OVER RIGHTS

You must do, and allow us to do, anything that may be necessary relating to any rights or remedies or to from (other than an insured under this Policy) which we are entitled to or which is for or makes good any loss or damage under this Policy, whether doing so is necessary before or after we.

## 4. FRAUDULENT CLAIMS

If you, or anyone acting on your behalf, make a claim knowing it to be false or fraudulent (whether to do with the amount of the claim or for any other reason), we will reject the claim and we can immediately cancel the policy.

## 5. DEFENDING CLAIMS

We have the right to:

a) take full responsibility for carrying out, defending or settling any claim under your name; and b) take any action we consider necessary to enforce your or our rights under this policy.

## 6. SANCTIONS

We will not provide cover, or pay any claim or provide any benefit under this policy if doing so would result in any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, United Arab Emirates or all other countries or states where we carry out our business.

#### 7. OTHER INSURANCE

You cannot hold more than one travel policy with us.