

travel insurance

# Policy Handbook Travel Smart



**what you need to know**

رؤية جديدة / للتأمين التعاوني  
redefining / cooperative insurance





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# 1. Welcome to AXA Insurance

This is your Travel Insurance Policy. It tells you what is covered and what is not, as well as the conditions which apply and the basis on which all claims will be settled. This Policy and the Schedule are the evidence of the contract of insurance. Please read them carefully, keep them in a safe place, and take them with you when you go on holiday.

## Insuring Agreement

In consideration of payment of premium, we agree to provide insurance in accordance with the operative Sections of the Policy.

The Schedule and any Endorsements are all part of the Policy.

The information you have supplied form part of the contract of insurance with us. Your Policy is evidence of that contract.

## Interpretation

For the legal interpretation of the Policy wording Arabic text will prevail over the English text in the event that any dispute arises.

## Plan Chosen

Your Schedule specifies the plan you have chosen. The Plan names are as follows:

- Travel Smart
- Travel Family
- Travel Schengen

Under the Smart Plan if you have elected to remove the Medical Sections, Sections A to H from this Policy will not apply. In case you have elected to remove the Travel Inconvenience Sections, Sections I to Q from this Policy will not apply.

## Money Back Guarantee

Please examine the Policy and Schedule and return them to us prior to the scheduled date of departure but not later than 7 days from the date of the policy issuance if they do not meet your requirements. Please refer to the Cancellation Clause under the General Conditions.

## Availability of Cover

This Policy is available only if you are a Citizen or have Resident Status in any of the countries within the GCC.

## Travel to a Dangerous Area

In your interest and for your safety, we advise caution if you are travelling to any dangerous area where there is known to be war or civil commotion or unrest. Unless specifically mentioned in the Schedule, your cover does not apply to Iraq, Afghanistan, Somalia and in countries where war has been declared or after it has been recognized as a war zone by the United Nations.

## 2. Your Policy Cover Summary

Section No.	Table of Benefits	Smart (\$) Worldwide or Worldwide excluding USA & Canada	Family (\$)	Schengen (Euro)
A	Emergency Medical Expenses	1,000,000*	60,000**	40,000**
B	Emergency Dental Care	400*	1,000**	750*
C	Emergency Medical Transportation	Unlimited	60,000	30,000
D	Repatriation of other Insured Persons	Unlimited	5,000	
E	Repatriation of mortal remains	Unlimited		5,000
F	Premature return following death of Close Relative	Economy Ticket		
G	Visit of Close Relative	Economy Ticket		
H	Cost of First Aid and/or Rescue ***	20,000		
I	Personal Liability	1,000,000	100,000	
J	Legal Assistance in case of Redress	4,000		
K	Advance of Bail Bond (refundable)	10,000		
L	Cancellation or Curtailment	5,000		
M	Delayed Departure after 12 hours	Up to 500	Up to 500	
N	Delayed Baggage	250		
O	Personal Baggage and Personal Money	5,000*	2,000*	
P	Loss of Passport	500*	350*	
Q	Personal Accident	27,500	27,500	
R	Terrorism Extension (optional)	100,000		

Coverage in US Dollars except for Schengen in Euro

Benefits are for each Insured Person for Smart & Schengen and per family for the Family plan

\* Excess of \$30 applicable for each and every claim

\*\*Excess of \$100 applicable for each and every claim.

Children pay 50% of the premium and enjoy cover up to 50% of the stated limit in all sections

\*\*\* This cover is applicable only if Adventure Sports option is selected, the additional premium is paid and the Adventure Sports cover is shown on the policy schedule.

### **3. Important Information**

We would like to draw your attention to important features of your Policy including:

#### **Conditions and Exclusions**

Special Conditions apply to individual Sections of your Policy, while General Exclusions and General Conditions will apply to the whole of your Policy. Refer also to 'What is not covered' which applies to each Section of the Policy. Additionally, specific claims procedures, which apply to certain Sections of the Policy, must be followed in order for a claim to be accepted.

#### **Age Eligibility**

This Policy is available to persons aged 70 or below. If Annual Multi-Trip Cover is selected, and you reach 71 during the Period of Insurance, Cover will continue until expiry or cancellation of the policy. Children below the age of 18 are covered for 50% of the insured person.

#### **Excess**

Under some Sections of the Policy, claims will be subject to an Excess. This means that you will be responsible for paying the first part of each claim.

#### **Hazardous Activities/Sports**

If you are planning to take part in any hazardous activities or sports, please check that your Policy covers you.

#### **Health**

This Policy contains restrictions and conditions regarding pre-existing medical problems concerning the health of the people travelling and of other people not travelling upon whose health the booking or continuation of the Trip may depend. You are advised to read carefully the Conditions relating to Health.

#### **Law and Jurisdiction**

Your Policy will be governed by the Law and Jurisdiction of Competent Courts of the country in the Kingdom of Saudi Arabia where this Policy is issued.

#### **Material Fact**

All material facts must be disclosed to us. Failure to do so may affect your rights under this Policy. A material fact is a fact that is likely to influence the acceptance or assessment of the risk, including ascertaining the premium by us.

#### **Policy Document**

Please read this document carefully. We wish to remind you that Cover varies from Policy to Policy and from insurer to insurer.

#### **Policy Limits**

Most Sections of your Policy have limits on the amount we will pay under that Section. Some Sections also have specific inner limits: for example, for Valuables. Please check your Policy to ensure that the cover is adequate for your needs.

## **Baggage Claims**

These claims are settled based on the value of the baggage at the time of the loss and not the cost of buying new items. Your Policy details the claims procedure that must be followed for a claim to be accepted, in particular the requirement to obtain Police reports within 24 hours.

## **Claims**

Claims must be reported to AXA offices along with proof of travel, copy of ticket or boarding pass need to provided within 30 days of any accident or illness, or if there is no accident or illness within 30 days from the end of the Trip.

## **Reasonable Care**

You must take all reasonable care to protect yourself and your property as if you were not insured.

## **Contact for Queries**

If you would like more information or require clarification on any of the Covers provided, please do not hesitate to contact us.

## 4. Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Policy.

### **Adventure Sports**

Means Winter and Water Sports, trekking and safari.

### **Baggage**

means luggage, clothing, personal effects, Valuables and other articles which belong to you (or for which you are legally responsible) and are worn, used or carried by you during any Trip.

### **Bodily Injury**

Means an identifiable physical injury sustained by you during the Period of Insurance by a sudden, unexpected and specific event. Injury as a result of your unavoidable exposure to the elements shall also be deemed to mean Bodily Injury.

### **Children**

This refers to the Insured Person's dependent children who are not in fulltime employment and who are between the ages of 3 months and 18 years.

### **Close Relative**

Means mother, father, sister, brother, wife, husband, daughter, son.

### **Curtailment/Curtail**

Means abandoning the Trip by immediate return to your Home or by attending a hospital abroad for a period in excess of 48 hours as an in-patient.

### **Family**

Family means you, your spouse & your unlimited number of children. Family plan cover is worldwide and limit is per Family.

### **GCC**

Means Gulf Cooperation Council Countries which are Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and United Arab Emirates.

### **Home/Country of Residence**

Means your normal place of residence in the GCC of which you are a citizen or hold a valid resident status as of the date of your outward journey.

### **Illness**

Means any sudden and unforeseen change in health that is certified by a Medical Practitioner and prevents normal continuation of your journey.

### **Loss of Limb**

Means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

### **Loss of Sight**

Means total and irrecoverable Loss of Sight in one or both eyes.

### **Medical Condition**

Means any disease, illness or injury.

### **Medical Practitioner**

Means a registered practicing member of the medical profession who is not related or known personally to you or any person with whom you are travelling.



## **Period of Insurance**

This policy's coverage will commence on the start date of cover appearing on the Policy Schedule. This Policy will provide cover for insured Trips that are:

1. Booked after;
2. Commenced after;

The start date of cover appearing on the Policy Schedule until the earlier of (A) the date the Insured Person returns from his insured Trip or (B) the expiration date shown on the Policy Schedule.

This Policy will terminate upon cancelation or the expiration date shown on the policy Schedule, or if earlier, the date the Insured Person return from his insured Trip.

The single trip policy cover is limited for one trip of one departure journey outbound from the country of residence and the first return journey inbound to the country of residence. The insurance cover is not applicable after the insured has returned to the same country of residence after the policy inception.

For annual multi-trip plan, cover will terminate on the Insured Person's return to the Point of Departure and recommence on his next insured Trip.

The maximum period of any trip is restricted to 62 consecutive days.

The policy cannot be cancelled following the start date of cover.

## **Permanent Total Disablement**

Means disablement which is beyond reasonable hope of improvement having lasted for a continuous period of 1 year and prevents you from attending to any occupation or alternative remunerative work of any kind.

## **Personal Money**

Means bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, pre-booked event and entertainment tickets, phone cards and electronic money cards all held for private purposes.

## **Pre-existing Medical Condition**

Means

- an ongoing or recurring Medical Condition (or any medical complication directly attributable to that Condition) investigated by a Medical Practitioner (whether diagnosed or not) and/or
- a Medical Condition (other than a minor non recurring ailment) for which there has been a prescribed medication or treatment by a Medical Practitioner during the 90 days immediately preceding the date of application for this insurance.

## **Public Transport**

Means any publicly licensed aircraft, sea vessel, train or coach on which you are booked to travel.

### **Safari**

A sight-seeing visit to a commercial tourist attraction to observe animals in their natural habitat as part of the covered Trip.

Hunting, professional activities and sports are not covered.

### **Schedule**

Means the validation page attached to this Travel Policy setting out the names of those persons insured (You/Your/Insured Person), the Area of Travel, the Policy type, the Period of Insurance and any other Special Conditions and terms.

### **Spouse**

Whenever used in the Policy means, the Insured Persons' legally married husband or wife between the ages of 18 and 69 years.

### **Trekking**

Go on a long distance unaided walk, as part of the covered Trip, only on foot as an adventure activity without using equipment designed for long distance journeys and not related to any professional activity or sport.

The following are not covered:

1. Expeditions exceeding SEVEN days
2. Hiking
3. Rock Climbing
4. Mountain Climbing

### **Trip**

Means any holiday, pleasure trip, cruise trip or journey made by you within the area of travel shown in the Schedule which begins and ends in the Country of Residence during the Period of Insurance but excluding one-way trips or journeys.

Any Trip solely within the Country of Residence is not insured.

If 'Annual Multi-Trip Cover' is selected, any such Trip over 62 days is not insured.

Each Trip is deemed to be a separate Insurance, each being subject to the Terms, Definitions, Exclusions and Conditions contained in the Policy.

### **Unattended**

Means when you are not in full view of or in a position to prevent unauthorized interference with your property

### **Valuables**

Means antiques, jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, photographic audio video computer television and telecommunications equipment (including CDs, DVDs, tapes, films, cassettes, cartridges and headphones), mobile telephones, computer games and associated equipment, telescopes and binoculars.

### **Water Sports**

Means fishing, sail boarding, sailing (inland or coastal waters only), surfing, water skiing, wind surfing. Notes:

- a. Swimming and/or snorkeling for recreational purposes is considered as a normal activity covered by the policy without additional premium and hence does not come under the definition of Water Sports.
- b. Coastal waters are defined as within a 5 miles limit of a coastline

### **We/Us/Our**

Means AXA Insurance (Gulf) B.S.C(c)/ AXA (Gulf)/AXA.

### **Winter Sports**

Means cross country skiing, ice skating (no speed skating), mono skiing, ski boarding, sledging, snowboarding or surfing, snow shoeing, snow skiing, snowmobiling as a passenger only.

### **You/Your/Insured Person**

Means each person travelling on a Trip, where at least one person is above the age of 18 years old, whose name appears in the Policy Schedule.

### **Theft**

An act of stealing by use of force or threat of force or violent / force

Pick pocket is covered only if you saw the thief yet he managed to get away. This must be mentioned on the police report.

Unexplained loss, Misplacement of an item, Mysterious disappearances are not considered as Theft for the purposes of this policy.

## 5. Important conditions relating to health

It is a condition of this Policy that no Trip will be covered if at the time of taking out this Policy:

1. You or anyone upon whom the Trip plans depend has received a terminal prognosis.
2. You or anyone upon whom the Trip plans depend are on a waiting list for, or have knowledge of the need for, in-patient treatment at a hospital, clinic or nursing home.
3. You are travelling against the advice of a Medical Practitioner or would be travelling against the advice of a Medical Practitioner had you sought his/her advice.
4. You are travelling with the intention of obtaining medical advice outside of the Country of Residence.
5. You or anyone upon whom the Trip plans depend is expected to give birth before, during or within two months of the Trip.
6. You are aware of any circumstances that could reasonably be expected to give rise to a claim on this Policy.

You must be able to comply with these conditions to have the full protection of this Policy. Otherwise, unless you have been given our prior written agreement, you will not be covered under the following Sections:

**Section A:** Emergency Medical Expenses

**Section B:** Emergency Dental Care

**Section C:** Emergency Medical Transportation

**Section D:** Repatriation of other Insured Persons

**Section E:** Repatriation of mortal remains

**Section F:** Premature return following death of Close Relative

**Section G:** Visit of close relative

**Section H:** First aid and rescue

**Section L:** Cancellation or Curtailment

**Section Q:** Personal Accident

## 6. What to do in an event of a claim

### PROCEDURE A

Situations that require immediate assistance

What kind of situations?

If you are in need of:

- Emergency Medical Treatment - Section A
- Emergency Dental Care - Section B
- Emergency Dental Care - Section B
- Medical Transportation - Section C
- Repatriation of other Insured Persons - Section D
- Repatriation of mortal remains - Section E
- Premature return due to death of Close Relative - Section F
- Visit of a Close Relative - Section G
- First aid and/or rescue - Section H
- Personal Liability - Section I
- Legal assistance in case of redress - Section J
- Advance of bail bond - Section K

Immediately after the occurrence of any event the consequence of which could result in a claim, you or any other person acting on your behalf should contact as soon as possible the 'Alarm Centre' in order to receive our prior approval and indication on the procedure to follow.

### Contact AXA (Gulf)

24 hours a day, 7 days a week

#### Bahrain

+973 17 582 612

#### Egypt

+208 0 000 00258

#### Kuwait

+965 2 232 2970

#### Lebanon

+961 1 518018

#### Oman

+968 80072926

#### Qatar

+974 4412 8733

#### Syria

+ 963 11 663 1118

#### UAE

+971 4 429 4000

#### United Kingdom

+44 1 892 556767

#### USA

+1 312 356 5976

#### All Other Countries

Call any of the above numbers

#### Or email us at:

medex.travel@axa-gulf.com

You should state:

- Your family name and first name;
- The name of the Insurance company (AXA Insurance(Gulf)B.S.C(C)) as well as the insurance Policy Number and Period of Insurance;
- The date of entry in the visited country;
- The name, address and telephone number of the Medical Centre to which the Insured Person has been admitted;
- The name and address of the Medical Practitioner in charge of the Insured Person;
- A brief description of the problems encountered.

A medical expert appointed by us will have free access to the Insured Person and his/her medical file to assess the validity of the claim.

In the event of a medical transfer or repatriation, the means of transportation will be ambulance, train or scheduled flight. Air ambulance transportation is limited to intra-continental transportations and to critical cases which cannot be accommodated by any of the above mentioned means of transportation.

In any case, we, upon agreement with the treating physician, will choose the means of transportation to be used.

In any case of Illness or Bodily Injury requiring hospitalization, the Insured

Person or any person acting on his/her behalf must inform us within 48 hours from the time of occurrence.

When we take care of the repatriation of the Insured Person, the Insured Person shall return the ticket or the refund thereon to us.

As soon as a claim occurs, the Insured Person must make every endeavour to limit or stop its consequences.

If during an emergency, or due to any valid reason, AXA(Gulf) cannot be contacted for prior approval, the claim may still be considered subject otherwise to the Policy terms and conditions. In all such cases, the expenses must be reasonable and customary and all documents (medical report, bills, etc) must be forwarded to AXA(Gulf) for their approval and acceptance. No claim will be considered if AXA(Gulf) have not been contacted within 30 days of the accident or illness.

## **PROCEDURE B**

Travel inconvenience claims must be submitted not later than 30 days from the end of the Trip.

What kind of situations?

- Cancellation or Curtailment of your Trip - Section L
- Delayed Departure - Section M
- Delayed Baggage - Section N
- Personal Baggage and Personal Money - Section O

- Loss of Passport - Section P
- Personal Accident Benefits - Section Q
- Terrorism related claims (if this extension was purchased) - Section R

### **Contact our AXA branches:**

#### **UAE**

800 4845

#### **Bahrain**

8000 1060

#### **Qatar**

800 2924

#### **Oman**

+968 24 400 100

#### **Saudi**

+966 1 477 6706

Please refer to the related sections for more details on what to do in case of a claim.

## 7. Covers

### SECTION A - EMERGENCY MEDICAL EXPENSES

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#### What is covered

We shall pay medical, pharmaceutical and hospital expenses incurred by you on medical prescription in urgent cases arising as a result of a Medical Condition which has occurred during the Trip, as well as ambulance expenses from the place of the accident or Illness to the nearest medical centre but not for any Dental Related Conditions.

We shall also pay for follow-up outpatient treatment necessarily incurred following an in-patient treatment but this is limited to a maximum period of 30 days after discharge from the hospital.

#### How much we will pay

Please refer to the Table of Benefits on page 2 as per your selected plan.

#### Excess

The applicable Excess in respect of this cover is US\$ 30 per claim for each Insured Person for Travel Smart Plan and US\$ 100 for Travel Family & Travel Schengen plans per claim for each Insured Person.

### SECTION B - EMERGENCY DENTAL CARE

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#### What is covered

We shall pay for medical treatment and pharmaceutical expenses incurred by you on medical prescription for the emergency relief of pain regardless of cause; provided however that the pain is not a pre-existing condition.

#### How much we will pay

Please refer to the Table of Benefits on page 2 as per your selected plan.

#### Excess

The applicable Excess in respect of this cover is US\$ 30 per claim for each Insured Person for Travel Smart Plan and US\$ 100 for Travel Family & Travel Schengen plans per claim for each Insured Person.

### SECTION C - EMERGENCY MEDICAL TRANSPORTATION

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#### What is covered

We undertake to arrange and bear the cost of your transport depending on your condition:

- a. to a hospital, which is better equipped to treat your case;
- b. to a hospital which is closer to your Country of Residence;
- c. to your Country of Residence.

If decisions a. and b. are taken, we shall be responsible, prior to executing the transport, for reserving a room for you in the hospital to which you are to be transferred.

### SECTION D - REPATRIATION OF OTHER INSURED PERSONS

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#### What is covered

In the event of your repatriation pursuant to above mentioned dispositions, the cost incurred for the simultaneous repatriation of other Insured Persons travelling with you shall be covered by



scheduled air transport in economy class to their Country of Residence in so far as they are unable to return to that address by the initially chosen means of transportation for their normal return.

The cost of repatriation shall be borne by us after deducting the costs normally incurred for the return to their Country of Residence. Where the return journey was to have been made by air or ship, the Insured Person shall return the ticket or the refund thereon to us.

## **SECTION E - REPATRIATION OF MORTAL REMAINS**

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### **What is covered**

We shall take responsibility for all the formalities required locally and for the immediate payment of costs, including the transport of the body to the place of burial in the Country of Residence or the country of citizenship.

We shall pay for the cost of postmortem, of preparation of the body and of the coffin essential for the transport thereof, but not including the expenses of burial and inhumation.

## **SECTION F - PREMATURE RETURN DUE TO DEATH OF CLOSE RELATIVE**

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### **What is covered**

We shall pay the additional cost incurred by you for your repatriation by economy class air transport in the event of the sudden and unforeseen death of a Close Relative, in so far as you are unable to return to your Country of Residence in

time for the funeral by the means of transportation initially arranged for the normal return.

## **SECTION G - VISIT OF A CLOSE RELATIVE**

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### **What is covered**

Where the condition of the Insured Person who has suffered injury or illness does not justify or precludes immediate repatriation, and where his or her stay in a local hospital must exceed seven days, we shall make available a return ticket to enable a Close Relative to travel to his or her bedside. This cover shall likewise apply in the event of death of an Insured Person in the country in which he or she was present (other than the Country of Residence).

## **SECTION H - FIRST AID AND/OR RESCUE**

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### **What is covered**

We shall reimburse the costs of first aid and rescue at sea and/or in the covered areas executed by official bodies to save the life or physical integrity of the Insured Person.

### **How much we will pay**

Please refer to the Table of Benefits on page 2 as per your selected product.

### **Special Conditions**

This cover is applicable only if Adventure Sports option is selected, the additional premium is paid and the Adventure Sports cover is shown on the policy schedule.

### **WHAT IS NOT COVERED UNDER SECTIONS A, B, C, D, E, F, G AND H**

- a. EXPENSES INCURRED FOR ANY TREATMENT OR REPATRIATION WHICH HAVE NOT BEEN NOTIFIED TO AND AUTHORIZED BY AXA (GULF) AS DETAILED IN PROCEDURE A ON PAGES 9 TO 11.
- b. COSTS OF TELEPHONE CALLS, OTHER THAN CALLS TO AXA (GULF) NOTIFYING THEM OF THE PROBLEM FOR WHICH YOU ARE ABLE TO PROVIDE A RECEIPT OR OTHER EVIDENCE TO SHOW THAT THE CALL TOOK PLACE, ITS COST AND THE NUMBER TELEPHONED.
- c. THE COST OF TREATMENT OR SURGERY, INCLUDING EXPLORATORY TESTS, WHICH ARE NOT DIRECTLY RELATED TO THE BODILY INJURY OR ILLNESS WHICH NECESSITATED YOUR ADMITTANCE INTO HOSPITAL.
- d. ANY FORM OF TREATMENT OR SURGERY WHICH, IN THE OPINION OF THE MEDICAL PRACTITIONER IN ATTENDANCE AND US, CAN BE DELAYED REASONABLY UNTIL YOUR RETURN TO YOUR COUNTRY OF RESIDENCE.
- e. MEDICATION, WHICH, AT THE TIME OF DEPARTURE, IS KNOWN TO BE REQUIRED OR TO BE CONTINUED OUTSIDE YOUR COUNTRY OF RESIDENCE.
- f. TREATMENT OR SERVICES PROVIDED BY A CONVALESCENT OR NURSING HOME OR ANY REHABILITATION CENTRE.
- g. EMOTIONAL DISORDERS UNLESS THEY RESULT IN ADMISSION TO A HOSPITAL.
- h. ANY EXPENSES INCURRED AFTER YOU HAVE RETURNED TO YOUR COUNTRY OF RESIDENCE.
- i. EXPENSES INCURRED AS A RESULT OF A TROPICAL DISEASE WHERE THE RECOMMENDED INOCULATIONS HAVE NOT BEEN UNDERTAKEN.
- j. YOUR DECISION NOT TO BE REPATRIATED AFTER THE DATE WHEN, IN THE OPINION OF AXA (GULF) , IT IS SAFE TO DO SO.
- k. COSTS OF PROSTHETICS, COSMETICS, PLASTIC SURGERY AND PHYSIOTHERAPY.
- l. INVESTIGATIONS, CHECKUP, MEDICAL EXAMINATION BEING PART OF PREVENTIVE MEDICINE
- m. PRE-EXISTING MEDICAL CONDITION, ANY ILLNESS OR CONDITION RELATED TO PREGNANCY, CONVALESCENCE OR RELAPSES.

### **SECTION I - PERSONAL LIABILITY**

#### **What is covered**

We will indemnify you up to the limit specified below against all sums you become legally liable to pay as compensation during the Period of Insurance for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

- a. Bodily Injury, death, illness or disease to any person other than an

Insured Person or any person who is in your employment or who is a Close Relative or member of your household.

- b. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of any Insured Person, a Close Relative, anyone in your employment or any member of your household other than any temporary holiday accommodation but in respect of your occupation (not ownership) only occurring during the Period of Insurance.

### How much we will pay

Please refer to the Table of Benefits on page 2 as per your selected product.

### Special Conditions

- a. You must give us immediate written notice with full details of any incident, which may give rise to a claim.
- b. You must forward every letter, writ, summons and process to us as soon as you receive it.
- c. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our written consent.
- d. We will be entitled, if we so desire, to take over and conduct in your name the defence of any claim for indemnity or damages or otherwise against any third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim,

and you shall give us all necessary information and assistance which we may require.

- e. In the event of your death, your legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this Policy.

### WHAT IS NOT COVERED

COMPENSATION OR LEGAL COSTS ARISING DIRECTLY OR INDIRECTLY FROM:

- a. LIABILITY WHICH HAS BEEN ASSUMED BY YOU UNDER AGREEMENT UNLESS THE LIABILITY WOULD HAVE ATTACHED IN THE ABSENCE OF SUCH AGREEMENT.
- b. PURSUIT OF ANY TRADE, BUSINESS, PROFESSION OR OCCUPATION OR THE SUPPLY OF GOODS OR SERVICES.
- c. OWNERSHIP POSSESSION OR USE OF VEHICLES, AIRCRAFT OR WATERCRAFT.
- d. THE TRANSMISSION OF ANY COMMUNICABLE DISEASE OR VIRUS.
- e. OWNERSHIP OR OCCUPATION OF LAND OR BUILDINGS (OTHER THAN OCCUPATION ONLY OF ANY TEMPORARY HOLIDAY ACCOMMODATION).
- f. FINES, PENALTIES AND PUNITIVE DAMAGES.

## **SECTION J - LEGAL ASSISTANCE IN CASE OF REDRESS**

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### **What is covered**

We undertake to execute at our own expense all amicable intervention or judicial actions with a view to obtain pecuniary repair of physical damage suffered by you as a result of an accident involving the liability of a person who is in no way related to you and is not an Insured Person under this Policy.

### **How much we will pay**

Please refer to the Table of Benefits on page 2 as per your selected product.

### **Special Condition**

In all cases, you shall refrain from yourself taking legal proceedings without consulting us beforehand, failing which you shall lose this entitlement to cover.

## **SECTION K - ADVANCE OF BAIL BOND**

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### **What is covered**

This Section is applicable for the Travel Smart plan only. We will provide the bail bond required by judicial authorities to guarantee provisional release from custody on an Insured Person following a contravention or infringement without willful intent of current statutory and administrative provisions of the visited country in an amount of up to US\$ 10,000 per Insured Person, the necessary amount to be made available as an advance.

You shall refund to us the amount of the bail bond that has been advanced:

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

## **SECTION L - CANCELLATION OR CURTAILMENT**

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### **What is covered**

This Section is applicable for the Travel Smart plan only. We will pay you up to US\$ 5,000 per Insured Person for any irrecoverable, unused travel and accommodation costs and other prepaid charges, which you have paid or are contracted to pay if:

- cancellation of the Trip is necessary and unavoidable or
- the Trip is Curtailed before completion as a result of any of the following events occurring during the Period of Insurance:
  1. The death, Bodily Injury or Illness of:
    - a. You
    - b. any person with whom you are travelling or have arranged to travel

- c. any person with whom you have arranged to reside temporarily
  - d. any Close Relative
2. Accidental damage to your Home rendering it uninhabitable or the Police requesting your presence following theft at your Home during your Trip or the preceding 7 days.
  3. Travel being prevented by Government restriction following an epidemic.
  4. Hijack of the Insured Person or of any person with whom the Insured Person intends to travel or is traveling

### Special Conditions

1. You must obtain a medical certificate from a Medical Practitioner and prior approval of AXA (Gulf) to confirm the necessity to return Home prior to Curtailment of the Trip due to medical reasons.
2. If you fail to notify the Travel Agent, Tour Operator or provider of transport /accommodation immediately it is found necessary to cancel the Trip our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
3. If you cancel the Trip due to Bodily Injury or a Medical Condition you must provide a medical certificate from a Medical Practitioner stating that this necessarily and reasonably prevented you from travelling.

### WHAT IS NOT COVERED

- a. ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM YOUR FAILURE TO COMPLY WITH THE IMPORTANT CONDITIONS RELATING TO HEALTH MENTIONED ON PAGE 9.
- b. ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM GOVERNMENT REGULATION OR ACT, DELAY OR AMENDMENT OF THE ITINERARY, OR FAILURE IN PROVISION OF ANY PART OF THE TRIP (INCLUDING ERROR, OMISSION, FINANCIAL FAILURE OR DEFAULT) OF OR BY THE PROVIDER OF ANY SERVICE FORMING PART OF THE TRIP AS WELL AS OF THE TRAVEL AGENT OR TOUR OPERATOR THROUGH WHOM THE TRIP WAS BOOKED.
- c. FAILURE TO OBTAIN THE REQUIRED PASSPORT OR VISA.
- d. CIRCUMSTANCES KNOWN TO YOU PRIOR TO THE BOOKING OF THE TRIP WHICH COULD REASONABLY HAVE BEEN EXPECTED TO GIVE RISE TO CANCELLATION OR CURTAILMENT OF THE TRIP.
- e. 'AIRPORT DEPARTURE DUTY' OR IRRECOVERABLE PAYMENTS EXCEEDING US\$ 250 FOR LOST EXCURSIONS.
- f. BODILY INJURY OR ILLNESS UNLESS A MEDICAL PRACTITIONER PROVIDES A CERTIFICATE STATING THAT THIS NECESSARILY AND REASONABLY PREVENTED YOU FROM TRAVELLING.

- g. **BODILY INJURY OR ILLNESS RESULTING FROM PREGNANCY.**

## **SECTION M - DELAYED DEPARTURE**

### **What is covered**

If departure of the Public Transport on which you are booked to travel from or return to Home is delayed for at least 12 hours from the scheduled time of departure due to strike, industrial action, adverse weather conditions, mechanical breakdown or technical fault, we will pay:

1. US\$ 50 for the first completed 12-hour delay and US\$ 50 for each full 12 hours delay thereafter up to a maximum of US\$ 500 per Insured Person.
2. Up to US\$ 500 per Insured Person for any irrecoverable unused travel and accommodation costs and other prepaid charges, which you have paid or are contracted to pay if, after a minimum 12-hour has elapsed, you choose to cancel your Trip.

### **Special Condition**

You may claim only under sub-section 1 or 2 above, not both.

### **WHAT IS NOT COVERED**

- a. YOUR FAILURE TO CHECK IN ACCORDING TO THE ITINERARY SUPPLIED TO YOU AND YOUR FAILURE TO OBTAIN CONFIRMATION FROM THE CARRIERS (OR THEIR HANDLING AGENTS) IN WRITING OF THE NUMBER OF HOURS OF DELAY AND THE REASON FOR SUCH DELAY.
- b. YOUR FAILURE TO COMPLY WITH THE TERMS OF CONTRACT OF THE TRAVEL AGENT, TOUR OPERATOR OR PROVIDER OF TRANSPORT.
- c. STRIKE OR INDUSTRIAL ACTION OR AIR TRAFFIC CONTROL DELAY EXISTING OR PUBLICLY DECLARED BY THE DATE THIS INSURANCE IS EFFECTED BY YOU.
- d. WITHDRAWAL FROM SERVICE (TEMPORARY OR OTHERWISE) OF AN AIRCRAFT OR SEA VESSEL ON THE RECOMMENDATION OF THE 'CIVIL AVIATION AUTHORITY' OR A 'PORT AUTHORITY' OR ANY SIMILAR BODY IN ANY COUNTRY.

## **SECTION N - DELAYED BAGGAGE**

### **What is covered**

We will pay you for emergency replacement of clothing, medication and toiletries if the Baggage is

temporarily lost in transit during the outward journey and not returned to you within 12 hours, provided written confirmation is obtained and sent to us from the 'Airline Company', confirming the number of hours the Baggage was delayed.

### How much we will pay

Please refer to Table of Benefits page 2 as per your selected plan.

If the loss is permanent, the amount paid under this Section will be deducted from the final claim paid by any other Section of the Policy covering the Baggage.

### Special Condition

You must provide receipts or bills for any expenses claimed under this Section.

## SECTION O - PERSONAL BAGGAGE AND PERSONAL MONEY

### What is covered

We will pay for the accidental loss of, theft of or damage to Baggage occurring during the Period of Insurance. The amount payable will be the current market value, which takes into account a deduction for wear, tear and depreciation (or we may, at our option, replace, reinstate or repair the lost or damaged Baggage).

We will also pay for the accidental loss of, theft of or damage to Personal Money occurring during the Period of Insurance.

### How much we will pay

The maximum we will pay is USD 400 per Insured Person for any one article, pair or set of articles. Total payments shall not exceed:

	Travel Smart (\$)	Travel Family (\$)
Personal Baggage (other than valuables and personal money)	5,000	2,000
Valuables	1,500	1,500
Personal Money	400	400

Note: Please note that 50% of the above limits shall apply to Insured Persons below the age of 18 except in respect of Personal Money where no cover applies for Insured Persons below the age of 12.

### Excess

The applicable Excess in respect of this cover is US\$ 30 per claim for each Insured Person.

### Special Condition

You must take reasonable precautions at all times to ensure the safety and supervision of Baggage and Money, and you should take all practicable steps to recover property lost or stolen. If it is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel you must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If property is lost, stolen or damaged whilst in the care of an airline you must:

- a. Obtain a property irregularity report

- b. Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (Please retain a copy)
- c. Retain all travel tickets and tags for submission if a claim is to be made under this Policy
- d. Retain receipts for items lost, stolen or damaged as these will help you to substantiate your claim

You must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft of all Baggage and/or Money.

#### **WHAT IS NOT COVERED**

- a. VALUABLES LEFT UNATTENDED AT ANY TIME (INCLUDING IN A MOTOR VEHICLE OR IN THE CUSTODY OF CARRIERS) UNLESS DEPOSITED IN A HOTEL SAFE, SAFETY DEPOSIT BOX OR LEFT IN YOUR LOCKED ACCOMMODATION.
- b. BAGGAGE AND MONEY CONTAINED IN OR STOLEN FROM AN UNATTENDED MOTOR VEHICLE.
- c. LOSS OR DAMAGE DUE TO DELAY, CONFISCATION OR DETENTION BY CUSTOMS OR OTHER AUTHORITY.
- d. LOSS OR THEFT OF TRAVELLERS' CHEQUES NOT REPORTED TO THE LOCAL BRANCH, AGENT OR ISSUING AUTHORITY WITHIN 24 HOURS OF THE DISCOVERY OF THE LOSS OR THEFT OR WHERE THE INSTRUCTIONS OF THE ISSUING AGENTS HAVE NOT BEEN CARRIED OUT.
- e. DEPRECIATION IN VALUE OR SHORTAGES DUE TO ERROR OR OMISSION.
- f. UNSET PRECIOUS STONES, CONTACT OR CORNEAL LENSES, HEARING AIDS AND DENTAL OR MEDICAL FITTINGS, MUSICAL INSTRUMENTS, DEEDS, MANUSCRIPTS, SECURITIES, PERISHABLE GOODS, BICYCLES.
- g. CRACKING, SCRATCHING, BREAKAGE OF OR DAMAGE TO CHINA GLASS, GLASS (OTHER THAN GLASS IN WATCH FACES, CAMERAS, BINOCULARS OR TELESCOPES), PORCELAIN OR OTHER BRITTLE OR FRAGILE ARTICLES UNLESS CAUSED BY FIRE, THEFT OR ACCIDENT TO THE VESSEL, AIRCRAFT OR VEHICLE IN WHICH THEY ARE BEING CARRIED.
- h. BREAKAGE OF SPORTS EQUIPMENT OR DAMAGE TO SPORTS CLOTHING WHILST IN USE.
- i. BUSINESS GOODS, SAMPLES, TOOLS OF TRADE, MOTOR ACCESSORIES AND OTHER ITEMS USED IN CONNECTION WITH YOUR EMPLOYMENT OR OCCUPATION.
- j. WEAR AND TEAR, DEPRECIATION, DETERIORATION OR LOSS OR DAMAGE BY ATMOSPHERIC OR CLIMATIC CONDITIONS BY MOTH, VERMIN, BY ANY PROCESS OF CLEANING, REPAIRING OR RESTORING, MECHANICAL OR ELECTRICAL BREAKDOWN OR DERANGEMENT.



## **SECTION P - LOSS OF PASSPORT**

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### **What is covered**

We will reimburse you for the cost of making a duplicate Passport which is lost or unintentionally and accidentally damaged or defaced during the Period of Insurance.

The cover includes reasonable extra travel, accommodation and communication expenses you have to pay to get a temporary Passport, the cost of the temporary replacement Passport and the cost of re-stamping visas.

### **How much we will pay**

Please refer to the Table of Benefits page 2 as per your selected product.

### **Excess**

The applicable Excess in respect of this cover is US\$ 30 per Insured Person.

### **Special Condition**

You must take reasonable precautions at all times to ensure the safety and supervision of your Passport and you should take all practicable steps to recover it if lost or stolen. If it is lost or stolen while in the care of a carrier, transport company, authority or hotel, you must report to them, in writing, details of the loss or theft and obtain written confirmation.

If Passport is lost or stolen whilst in the care of an airline:

- a. You must obtain a property irregularity report.

- b. Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (Please retain a copy).
- c. Retain all travel tickets and tags for submission if a claim is to be made under this Policy.

### **WHAT IS NOT COVERED**

- a. PASSPORT LEFT UNATTENDED AT ANY TIME (INCLUDING IN A MOTOR VEHICLE OR IN THE CUSTODY OF CARRIERS) UNLESS DEPOSITED IN A HOTEL SAFE, SAFETY DEPOSIT BOX OR LEFT IN YOUR LOCKED ACCOMMODATION.
- b. LOSS OR THEFT OF PASSPORT NOT REPORTED TO THE POLICE, LOCAL EMBASSY, CONSULATE OR ISSUING AUTHORITY WITHIN 24 HOURS OF THE DISCOVERY OF THE LOSS OR THEFT.
- c. LOSS OR DAMAGE DUE TO DELAY, CONFISCATION OR DETENTION BY CUSTOMS OR OTHER AUTHORITY.
- d. FINES, PENALTIES, PUNITIVE DAMAGES.
- e. COST OF PASSPORT RENEWAL.

## **SECTION Q - PERSONAL ACCIDENT BENEFITS**

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### **What is covered**

We will pay one of the Benefits shown below if, during the Period of Insurance, you sustain Bodily Injury, which shall solely and independently of any other cause, result within one year in:

- Death
- Loss of Limb
- Loss of Sight
- Permanent Total Disablement

### How much we will pay

The amount we will pay under the Smart & Family plan is US\$ 27,500 per Insured Person, subject to the policy limit.

The Death Benefit for Insured Persons under 18 years will be US\$ 10,000.

### Special Conditions

- a. Only one Benefit shall be payable.
- b. Our Medical Advisors may examine you as often as they deem necessary in the event of a claim.

### WHAT IS NOT COVERED

**ANY BODILY INJURY CAUSED DIRECTLY OR INDIRECTLY BY:**

- a. PREGNANCY.
- b. ANY CLAIM ARISING FROM YOUR FAILURE TO COMPLY WITH THE IMPORTANT CONDITIONS RELATING TO HEALTH MENTIONED ON PAGE 9.

## SECTION R - TERRORISM EXTENSION (OPTIONAL)

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### What is covered

With the exception of Section I (Personal Liability), the cover provided by this Policy extends to include injury loss or damage to an Insured Person as an innocent bystander by an act of Terrorism.

### How much we will pay

The amount we will pay under the Travel Smart Plan is the maximum limit applicable to the Section you are claiming under but not exceeding US\$ 100,000 per Insured Person.

### Excess

The Excess applicable to the Section you are claiming under.

### Special Conditions

- a. The cover by this Section is only applicable if the Terrorism Extension option is selected and stated in your Schedule.
- b. We shall not be liable for any consequence of any act of terrorism involving the release or threat of release of germ disease or other chemical or biological contagions or contaminants the use of threat of use of any nuclear device or radioactive substance.
- c. There must otherwise be a valid claim under the Terms and Conditions applicable to the relevant Section(s).
- d. The maximum liability in the aggregate under this Policy shall not exceed US\$ 100,000 for any Insured Person during the Period of Insurance.
- e. The cover by this Section does not extend to include Section I (Personal Liability).

## 8. General Exclusions

### APPLICABLE TO ALL SECTIONS OF THE POLICY

WE WILL NOT PAY FOR CLAIMS ARISING DIRECTLY OR INDIRECTLY FROM:

- a. WAR INVASION ACT OF FOREIGN ENEMY HOSTILITIES (WHETHER WAR BE DECLARED OR NOT) CIVIL WAR REBELLION REVOLUTION INSURRECTION OR MILITARY OR USURPED POWER RIOT OR CIVIL COMMOTION.
- b. ANY ACT OF TERRORISM (UNLESS SECTION R - TERRORISM EXTENSION - HAS BEEN SPECIFICALLY PURCHASED). FOR THE PURPOSE OF THIS EXCLUSION AN ACT OF TERRORISM MEANS AN ACT, INCLUDING BUT NOT LIMITED TO THE USE OF FORCE OR VIOLENCE AND/OR THREAT THEREOF OF ANY PERSON OR GROUP(S) OF PERSONS WHETHER ACTING ALONE OR ON BEHALF OF OR IN CONNECTION WITH ANY ORGANISATION(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.
- c. IONISING RADIATION OR CONTAMINATION BY RADIOACTIVITY FROM ANY NUCLEAR FUEL OR FROM ANY NUCLEAR WASTE, FROM COMBUSTION OF NUCLEAR FUEL, THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS PROPERTIES OF ANY NUCLEAR ASSEMBLY OR NUCLEAR COMPONENT OF SUCH ASSEMBLY.
- d. LOSS, DESTRUCTION OR DAMAGE DIRECTLY OCCASIONED BY PRESSURE WAVES CAUSED BY AIRCRAFT AND OTHER AERIAL DEVICES TRAVELLING AT SONIC OR SUPERSONIC SPEEDS.
- e. LOSSES ARISING, DIRECTLY OR INDIRECTLY FROM THE LOSS OF, ALTERATION OF, OR DAMAGE TO OR A REDUCTION IN THE FUNCTIONALITY, AVAILABILITY OR OPERATION OF A COMPUTER SYSTEM, HARDWARE, PROGRAMME, SOFTWARE, DATA INFORMATION REPOSITORY, MICROCHIP, INTEGRATED CIRCUIT OR SIMILAR DEVICE IN COMPUTER EQUIPMENT, THAT RESULTS FROM THE MALICIOUS OR NEGLIGENT TRANSFER (ELECTRONIC OR OTHERWISE) OF A COMPUTER PROGRAMME THAT CONTAINS ANY MALICIOUS AND OR DAMAGING CODE, INCLUDING BUT NOT LIMITED TO COMPUTER VIRUS, WORM, LOGIC BOMB, OR TROJAN HORSE AND WHICH CAN BE IDENTIFIED AS THE CAUSE OF LOSS.
- f. YOUR PURSUIT OF ADVENTURE SPORTS (WINTER SPORTS AND/OR WATER SPORTS AND/OR TREKKING AND/OR SAFARI (UNLESS THIS EXTENSION HAS BEEN PURCHASED AND SPECIFICALLY STATED AS COVERED IN THE SCHEDULE BUT, IN ANY CASE, EXCLUDING THE PROFESSIONAL PRACTICE OF THESE ACTIVITIES IN COMPETITION).

- g. THE FOLLOWING ACTIVITIES: BOB SLEIGH/SKELETONS, BOBBING, OFF-PISTE SKIING, FREE-STYLE SKIING, HELI-SKIING, LUGE, SKI ACROBATICS, SKI FLYING, SKI JUMPING, SKI MOUNTAINEERING, GLACIER SKIING, SKI STUNTING, SNOW CARTING, SNOW MOBILING, SNOWCAT SKIING OR SKIING AGAINST LOCAL AUTHORITATIVE WARNING OR ADVICE.
- h. YOUR ENGAGEMENT IN OR PRACTICE FOR: MANUAL WORK IN CONNECTION WITH A PROFESSION, BUSINESS OR TRADE, THE USE OF MOTORISED TWO- OR THREE-WHEELED VEHICLES UNLESS A FULL DRIVING LICENCE IS HELD PERMITTING THE USE OF SUCH VEHICLES IN THOSE COUNTRIES WHICH YOU ARE VISITING/TRAVELLING THROUGH, MOTOR COMPETITIONS/RALLIES, PROFESSIONAL ENTERTAINING, PROFESSIONAL SPORTS OR RACING.
- i. YOUR ENGAGEMENT IN OR PRACTICE FOR: SCUBA DIVING, WHETHER FOR PLEASURE OR PROFESSIONAL PURPOSES, BASE JUMPING, BUNGEE JUMPING, EXPEDITIONS, JET SKIING, MOUNTAINEERING REQUIRING THE USE OF GUIDES OR ROPES, SHARK DIVING OR UNDERWATER ACTIVITIES.
- j. YOUR ENGAGEMENT IN OR PRACTICE FOR: BOXING, CANYONING, CAVING, CYCLE RACING, FENCING, FLYING IN UNLICENSED AIRCRAFT OR AS A LEARNER, COMPETITIVE FOOTBALL, GLIDING, GYMNASTICS, HANG GLIDING, HORSE RIDING IN COMPETITIONS, HOT AIR BALLOONING, HUNTING, ICE HOCKEY, KARATE, KAYAKING, MARTIAL ARTS, MICROLIGHTING, PARACHUTING, PARAGLIDING, PARAPENTING/PARASCENDING/ PARASAILING, POLO, POTHOLING, RUGBY, SKY DIVING, SKY SURFING, WHITE WATER RAFTING/ CANOEING OR WRESTLING.
- k. YOUR WILLFULLY, SELF-INFLICTED INJURY OR ILLNESS, SEXUALLY TRANSMITTED DISEASES, SOLVENT ABUSE, ALCOHOLISM, THE USE OF DRUGS (OTHER THAN DRUGS TAKEN IN ACCORDANCE WITH TREATMENT PRESCRIBED AND DIRECTED BY A MEDICAL PRACTITIONER, BUT NOT FOR THE TREATMENT OF DRUG ADDICTION), SELF-EXPOSURE TO NEEDLESS PERIL (EXCEPT IN AN ATTEMPT TO SAVE HUMAN LIFE).
- l. YOUR OWN UNLAWFUL ACTION OR ANY CRIMINAL PROCEEDINGS AGAINST YOU.
- m. BODILY INJURY, ILLNESS, SICKNESS, DEATH, LOSS, DISABLEMENT, EXPENSE OR OTHER LIABILITY ATTRIBUTABLE TO HIV (HUMAN IMMUNODEFICIENCY VIRUS) AND/OR ANY HIV-RELATED ILLNESS.
- n. CONSEQUENTIAL LOSS OF ANY KIND.
- o. A TRIP FROM WHICH YOU ARE NOT BOOKED TO RETURN WITHIN THE PERIOD OF INSURANCE.
- p. INCIDENTS WHICH MAY GIVE RISE TO A CLAIM NOT NOTIFIED TO US IN WRITING WITHIN 31 DAYS OF THE END OF THE TRIP.

- q. OPERATIONAL DUTIES AS A MEMBER OF THE ARMED FORCES.
- r. YOUR SUFFERING FROM STRESS, ANXIETY, DEPRESSION OR ANY OTHER MENTAL OR NERVOUS DISORDER.
- s. THIS POLICY DOES NOT COVER ANY NON-EMERGENCY MEDICAL TREATMENT, MEDICAL MAINTENANCE, AND ANY ADDITIONAL MEDICAL EXPENSES INCURRED AFTER INITIAL TREATMENT OF AN EMERGENCY CONDITION NEEDING IMMEDIATE MEDICAL ATTENTION.
- t. SANCTIONS AND LIMITATIONS EXCLUSION: NO (RE)INSURER SHALL BE DEEMED TO PROVIDE COVER AND NO (RE)INSURER SHALL BE LIABLE TO PAY ANY CLAIM OR PROVIDE ANY BENEFIT HEREUNDER TO THE EXTENT THAT THE PROVISION OF SUCH COVER, PAYMENT OF SUCH CLAIM OR PROVISION OF SUCH BENEFIT WOULD EXPOSE THAT (RE)INSURER TO ANY SANCTION, PROHIBITION OR RESTRICTION UNDER UNITED NATIONS RESOLUTIONS OR THE TRADE OR ECONOMIC SANCTIONS, LAWS OR REGULATIONS OF THE EUROPEAN UNION, UNITED KINGDOM OR UNITED STATES OF AMERICA.

## 9. General Conditions

You must comply with the following conditions to have the full protection of your Policy. If you do not comply, we may, at our option, cancel the Policy or refuse to deal with your claim or reduce the amount of any claim payment.

### Duty of Disclosure

It is a condition of this Insurance that you have disclosed all material facts to us. Your failure to do so may affect your rights under this Insurance. If you are in any doubt about what was material then you should declare it to us.

### Compliance

You must comply with all the terms, provisions, conditions and endorsements of this Insurance. Failure to do so may result in a claim being declined or reduce the amount of any claim payment.

### Claims

You must notify us in respect of the following:

- a. For Sections A, B, C, D, E, F, G, H, I, J and K: Apply Procedure A on page 9.
- b. For all other Sections: Apply Procedure B on page 10 as soon as possible, but not later than 31 days from the end of the Trip.

You must also inform us if you are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to us without delay. You or anyone acting on your behalf must not negotiate, admit or repudiate any claim without our prior written consent.

You or your legal representatives must supply, at your own expense, all information, evidence, details of other insurances (if any) and medical certificates as required by us. We reserve the right to require you to undergo an independent medical examination at our expense. We may also request and will pay for a Post Mortem examination.

You must retain any property which is damaged, and, if requested, send it to us at your own expense. If we pay a claim for the full value of the property and it is subsequently recovered or there is any salvage, then it will become our property. We may refuse to reimburse you for any expenses for which you cannot provide receipts or bills.

### Dual Insurance

If at the time of any incident which results in a claim under this Policy, there is another insurance covering the same loss, damage, expense or liability we will not pay more than our proportional share.

### Reasonable Precautions

You must take all reasonable steps to prevent and minimise accident, injury, loss or damage and at all times act as if uninsured.

### Subrogation

We are entitled to take over and conduct in your name the defence and settlement of any legal action. We may also take proceedings at our own expense and for our own benefit, but in your name, to recover any payment we have made under this Policy to anyone else.

You agree to subrogate all rights or remedies to AXA for obtaining relief or indemnity from other parties, upon its paying a Claim under this Policy, and shall at the request and at the expense of AXA do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by AXA for the purpose of enforcing such rights or remedies, whether such acts and things shall be or become necessary or required before or after the indemnification by AXA.

### **Arbitration**

If any difference arises out of this Policy AXA shall immediately notify You in writing of your right to refer the difference to arbitration. Such difference shall be referred to the decision of an Arbitrator to be appointed in writing by You and AXA who may be in difference or if we cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of You and us within one calendar month after having been required in writing so to do by either of us. The Arbitrators shall agree appointment of an Umpire in writing before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against AXA. If AXA shall disclaim liability for any claim hereunder and such claim shall not within twenty four calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### **Fraud**

You must not act in a fraudulent manner.

If you or anyone acting for you

- Makes a claim under the Policy knowing the same to be false or fraudulently exaggerated in any respect or
- Makes a statement in support of a claim knowing the statement to be false in any respect or
- Submits a document in support of a claim knowing the document to be forged or false in any respect or
- Makes a claim in respect of any Bodily Injury, Illness, loss or damage caused by your willful act or with your connivance.

Then

- We shall not pay the claim
- We shall not pay any other claim which has been or will be made under the Policy
- We may, at our option, declare the Policy void
- We shall be entitled to recover from you the amount of any claim already paid under the Policy
- We shall not make any return of premium
- We may inform the Police of the circumstances

### **Policy Cancellation**

You may cancel the Policy within 7 days of the issuance date provided the Period of Insurance did not start, by giving us

written notification including confirmation of no claims or losses made or known or reported or any incident which may give rise to any claim under the policy, in which case, you will be entitled to a refund of premium subject to the below Administration fee.

We may cancel this Policy at any time by writing to you at your last known address by recorded delivery giving 7 days notice, in which case you will be entitled to a refund of the proportional premium for the uninsured period.

This policy does not guarantee you to obtain any visa to any country even though it does meet and goes beyond the requirements for that. The policy will not be cancelled for this purpose unless it has not incepted yet

Annual Travel plan and Travel Schengen product cannot be cancelled - No refund will be made.

We reserve the right to request viewing the original passports and travel documentation to verify any visa purchased or traveling done.

Admin fee: SAR 50 per insurance policy. In case of any difference between English and Arabic text, the Arabic text will prevail.

## **Medical Emergencies**

### **Bahrain**

+973 17 582 612

### **Egypt**

+208 0 000 00258

### **Kuwait**

+965 2 232 2970

### **Lebanon**

+961 1 518018

### **Oman**

+968 80072926

### **Qatar**

+974 4412 8733

### **Syria**

+ 963 11 663 1118

### **UAE**

+971 4 429 4000

### **United Kingdom**

+44 1 892 556767

### **USA**

+1 312 356 5976

### **Or email us at:**

medex.travel@axa-gulf.com

Open 24 hours a day.

The benefits can be granted only upon prior approval by AXA Gulf.

## **Other Claims**

### **UAE**

800 4845

### **Bahrain**

8000 1060

### **Qatar**

800 2924

### **Oman**

+968 24 400 100

### **Saudi**

+966 1 477 6706

During regular working hours.



## 10. Complaints Process

We are committed to providing You with an exceptional level of service and customer care. We do realise that things can sometimes go wrong, and when this happens, We would like to hear about it.

### Our promise to You

- a. We will acknowledge complaints promptly.
- b. We will investigate quickly and thoroughly.
- c. We will keep You informed of progress.
- d. We will do everything possible to resolve Your complaint.
- e. We will learn from Our mistakes.
- f. We will use the information from complaints to continuously improve Our service.

Telephone calls may be recorded for training and monitoring purposes.

If it is about Your Policy or Claim or any other matter, please call Your insurance adviser or, if none has been appointed by You, please contact Us directly.

### To help us assist You, We request that You:

- Attach relevant supporting documents if you deem it necessary;
- Ask the questions You would like us to answer; &
- Tell us what You think would be a reasonable response to Your complaint.

Support and assistance is available for the process of making complaints and/or interpreting the complaints procedure. Our internal complaints management policy and procedure include the provision of remedies that reflect what is fair and reasonable in the circumstances.

We would like to assure You that all matters are dealt with seriously, impartially and in a confidential manner.

### Your complaint can be made in any of the following ways:

1. Visit our Website [www.axa-cooperative.com](http://www.axa-cooperative.com) - and select 'Complaints' under 'AXA & You' (at the bottom of the webpage) and register your complaint. An auto email will be received by You providing the reference number which should be quoted in all future communications.

Alternatively, should you not have an email address or access to the internet:

2. Send a letter to the management; or
3. Transmit a fax to Us; or
4. Telephone Us; or
5. Walk into Our office and request Our Customer Service Staff to register Your complaint.

In these situations, and on Your behalf, the complaint will be registered by Our Staff and a Reference Number generated and provided to You which please quote in all future communications.

Whilst all efforts will be made to revert back within 7 working days, if our final response will be delayed beyond 15 working days or if more time is needed for investigation, we will inform you when we will be able to contact you again about the complaint.

If you are dissatisfied with our final response or dissatisfied with the delay in our response (beyond 15 working days) you may refer the complaint to the Insurance Regulator/Authority whose contact details are provided to you when a complaint is registered and when it is closed.



AXA Agent

With more than 102 million customers around the globe, AXA is one of the world's largest insurance providers. We offer a wide range of insurance products to meet your personal and business needs.

car insurance  
home insurance  
travel insurance  
personal accident insurance

**800 116 4845**  
**www.axa-cooperative.com**