

**business travel insurance**

# Policy Handbook

# **Business Travel Shield**



**what you need to know**

رؤية جديدة / للتأمين  
**redefining** / insurance





# Contents

Section	Page No.
<b>1. Welcome to AXA Insurance Gulf B.S.C (c)</b>	1
<b>2. Definitions</b>	2
<b>3. Coverage</b>	3
Section 1 Personal Accident	4
Section 2 Emergency Medical Expense	
Section 3 Personal Belongings	
Section 4 Money and Document cover	
Section 5 Travel Disruptions	
Section 6 Personal Liabilities	
Section 7 AXA Assistance	
<b>4. Claim Conditions</b>	7
<b>5. General Conditions</b>	9
<b>6. What to do in the event of a Claim</b>	10
<b>7. Complaints Procedure</b>	11

## **1. Welcome to AXA Insurance Gulf B.S.C (c)**

Thank you for choosing the Business Travel Shield Insurance of AXA.

Your policy consists of this Policy Handbook, Schedule of Benefits or Certificate of Insurance. The Policy is a contract between you and AXA Insurance Gulf BSC (c)

In consideration of having paid or agreed to pay the premium we agree to provide you this insurance based on your requirements and the related information provided to us. Schedule of Benefits will show the details of the covers you have chosen. It is important that the Policy Handbook and Schedule of Benefits or Certificate of Insurance are read together to form a valid insurance contract.

If you require any changes, or if any of the information provided by you is subsequently changed, please advise your Insurance Advisor or Key Account Manager, so that any amendments that is necessary can be made to the policy accordingly. Each time a change has been agreed, we will send you an endorsement or certificate as may be required.

Please note that our authorized representative must sign and stamp all the policy documentation for your cover to be valid.

## 2. Definitions

For the purpose of this policy ('Policy'), the following definitions shall apply unless the context otherwise requires:

### **Accident/Accidental**

means a sudden, violent, external, unforeseen and identifiable event, whose action was not intended by the Insured Person, excluding all causes directly related to an illness suffered by the Insured Person that occurs after the effective date of the contract and produces direct pathological signs and symptoms.

### **Assistance Company/AXA Assistance**

means the Company whose services have been requisitioned for travel assistance, emergency medical and repatriation service and appointed by the Insurer.

### **Bodily Injury**

an identifiable physical injury sustained by the insured person due to a sudden, unexpected and specific event. Injury as a result of the insured person's unavoidable exposure to the elements shall be deemed to be a bodily injury

### **Business Trip/Journey/Trip**

means any trip made by the insured person on the Policyholder's behalf including in connection with seminars, conferences, internships, training and any other professional event. Non-Business activities are covered when incidental to the Business Trip.

### **Country of Domicile/Residence**

means the country in which you are a Permanent Resident during the Period of Insurance as shown in the Passport.

### **Close Relatives**

mean any member of the Insured Person's immediate family, being the natural parents, spouse, children and siblings.

### **Deductible/Excess**

Excess is the amount that should be borne by the Insured for each and every claim made under the policy. The Company shall deduct the excess amount stated in the policy/schedule from the adjusted loss before making the final payment.

### **Hijack**

means unlawful seizure or taking control of an aircraft or conveyance or the crew thereof in which the Insured Person is travelling as a passenger.

### **Illness/Sickness**

means any sudden and unforeseeable deterioration in health resulting in a change in the general health condition certified by an authorized medical authority, diagnosed for the first time during a Business Trip

### **Hospital**

means any establishment which is registered or licensed as medical or surgical hospital in the country in which it is located and where you are under the constant supervision of a Qualified Medical Practitioner.

### **In-patient**

means the Insured Person has received treatment at a hospital where he/she has to stay in a hospital bed for one or more nights.

### **Insured Person**

means any employee, company agent, manager or director of the Insured, as declared by the Insured for the purpose of this insurance.

### **Kidnap**

means illegal abduction and holding or any event or series of events aimed at capturing and holding an Insured Person by force against his/her will in order to obtain a ransom in the form of money, assets or services.

### **Luggage/Baggage**

Personal property belonging to the Insured Person and taken with him/her during his/her Business Trip or acquired by him/her during the Journey. The following are not luggage under this contract: eyeglasses, contact lenses, any prosthesis, credit cards, cheques, airline tickets, travel tickets and vouchers, other deeds and securities, and personal property.

**Medical Expenses**

means all reasonable costs necessarily incurred outside the normal Country of Domicile whilst the Insured Person is on a journey. Expenses are for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

**Pre-existing diseases/conditions**

means any pre-existing defect, infirmity or condition for which the Insured Person is receiving medical treatment, advice or consultation at the time of travelling.

**Qualified Medical Practitioner**

means a medical doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than you or a member of your immediate family.

**War**

means an armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

**We/our/us/Company**

means AXA Insurance (Gulf) B.S.C. (c)

**You/your**

means the Insured or Insured Person(s) as named on the Policy Schedule.

NOTE: Specific Definitions related to individual Section of this Policy are located and contained in the appropriate sections.

### 3. Covers

#### SECTION 1: PERSONAL ACCIDENT

##### 1.1. Accidental Death and Permanent Total Disability

Pay the amount of Benefit shown in the Schedule if any of the Insured Person shall during the duration of a Trip as defined sustain accidental bodily injury which independently of any other cause results in death or disablement.

	Description	Amount of Benefit
1	Accidental Death	100%
2	Total and irrecoverable loss of all sight in one or both eyes following an Accident rendering the Insured Person absolutely blind in the eye or eyes beyond remedy by surgical or other treatment	100%
3	Total loss by physical severance or complete and and/or one foot or both feet following an Accident	100%
4	Permanent total disablement following an Accident entirely preventing the Insured Person from following any occupation.	100%

#### Specific Conditions applicable to Accident Section 1:

1. Benefit shall not be payable under more than one of the items 1 to 4 in respect of the same Accident or of the same period of disablement. After a claim under any of the items 1 to 4 has been admitted and become payable in respect of any Insured Person no further liability shall attach to the Company in respect of that Person during the duration of the Trip and the Person shall be excluded from the Policy forthwith.
2. Benefit under item 4 shall be payable only on certification by a medical referee of permanent total Disablement as defined and not before the expiry of 52 consecutive weeks disablement. Benefits shall not be payable for disabilities arising from Repetitive Stress (strain) Injury or Syndrome or any gradually operating cause.

3. In the event of more than one Insured Person travelling in the same aircraft or conveyance at the same time our liability on the aircraft or conveyance shall not exceed the conveyance limit shown in the Schedule of Benefits or Certificate of Insurance regardless of the number of Insured Persons
4. If the Insured Person is already disabled before the Accident or had a condition which was gradually deteriorating, we will make a medical assessment of the difference between:
  - a) The disablement after the Accident; and
  - b) The extent to which the disablement is affected by the pre-existing condition before the Accident, determining whether benefits are payable.

#### SECTION 2: EMERGENCY MEDICAL EXPENSE ABROAD

##### 2.1. Emergency Medical Expenses

If during the Period of Insurance an Insured Person becomes sick or injured during a trip, we will pay up to but not exceeding in all the sum specified in the Schedule of Benefits or Certificate of Insurance in respect of all claims arising from one trip.

**Emergency Medical Expenses:** means all reasonable costs necessarily incurred outside the Country of Domicile for hospital, nursing home, ambulance, surgical, emergency dental treatment or other diagnostics or remedial treatments given or prescribed by a Qualified Practitioner.

The Insured Person may pursue outpatient treatment that is necessarily incurred following an in-patient treatment. We shall pay for this out-patient treatment but limited to a maximum period of 25 days after being discharged from the hospital. This outpatient benefit is only applicable if the Insured Person is outside the Country of Domicile/Residence.

## 2.2. Emergency Repatriation Expenses

If during a Period of Insurance the Insured Person becomes ill or is injured during a business trip we will pay Emergency Repatriation Expenses provided such evacuation is:

Medically required and necessary and Organized by AXA Assistance.

Emergency Repatriation Expenses means all reasonable and necessary costs incurred for the repatriation of Insured Person to the most suitable Hospital which is closer to the Insured Persons Country of Domicile or a hospital which is better equipped to treat your case or to the Country of Domicile

### Specific Conditions to Section 2:

1. In case of any emergency that may potentially give rise to a claim, please contact us as detailed in 'What to do in the event of a claim'.
2. Repatriation must be organized by AXA Assistance who is responsible to use the most appropriate method including, if required, the use of air services and arrange for qualified medical staff to accompany you, if required.
3. Insured/Insured Person must not make or attempt to make arrangements without the knowledge or notification and/or agreement of AXA Assistance.
4. Costs of telephone calls are not covered, other than calls made to AXA Assistance notifying/informing them of the problem for which you are able to provide a receipt or other relevant evidence/documents.

### EXCLUDED CAUSES: Section 1 & Section 2

This policy does not cover the Insured or Insured Person in respect of

- a) Any Death, bodily injury or disablement or medical or other expenses consequent upon
  - i. any willful, or malicious act or self exposure to needless peril (except in an attempt to save human life).

or

- ii. Any existing physical defect sickness disease infirmity or disability known and existing or for which medical advice or treatment is being received or awaited at the commencement of the trip unless it has been declared to and accepted by the Company

or

- iii. Engaging in motor rallies, competitions racing of any kind of winter sports, mountaineering, Base jumping, cliff diving, scuba diving to a depth of more than 10 meters, trekking to a height of over 2,500 meters, bungee jumping, canoeing, hand gliding, paragliding or microlighting, parachuting, potholing, skiing off-piste or any other sport activity carried out off-piste or motorcycling (whether as driver or passenger)

or

- iv. Aviation (except when travelling solely as a passenger traveling in a commercial airline)

or

- v. Venereal disease pregnancy or childbirth or any consequence thereof
- vi. HIV (Human Immune-deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused
- vii. Any illegal activity.
- viii. A deliberately self-inflicted injury or an attempt at suicide.

- b) Any Death bodily injury or disablement sustained while under the influence of or medical or other expenses incurred wholly or partly due to the effects of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of alcoholism alcohol abuse drug abuse or drug addiction
- c) Any Trip undertaken against medical advice or where a terminal prognosis has

been given or for the purpose of obtaining medical treatment or advice.

- d) Any expenses incurred as a result of pregnancy or childbirth within two months of the expected date of delivery.
- e) Any Dental or optical expenses
- f) Any expenses which are recovered from any other insurance policy or national insurance program which is applicable to you.
- g) Any expense for the treatment of psychiatric or mental disorders incurred more than 28 days after the date of incurring the first recoverable expense.

### **SECTION 3: PERSONAL BELONGINGS**

#### **3.1. Personal Belongings**

If during a Period of Insurance the Personal Belongings or luggage/baggage is lost, stolen or damaged, the intrinsic value of the property lost, stolen, or damaged up to but not exceeding the amount stated in the Schedule of Benefits or Certificate of Insurance will be paid by us.

**Personal Belonging:** means personal articles which are your property; or property for which you are responsible; and which are taken on or acquired during your trip/journey.

#### **Exclusions**

- Claims arising out of moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration.
- Mechanical or electrical failure
- Any process of cleaning, repairing, restoring or alteration
- More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set.
- Loss not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained.

- Losses from unattended vehicles unless secured in a locked boot.
- Breakage of sports equipment in use or loss of or damage to pedal cycles or hired equipment.
- Baggage delayed, detained or confiscated by Customs or officials of any local authority/body.

#### **3.2. Luggage/Baggage Delay**

If during a Period of Insurance all or part of the Insured Person's Personal Belongings are lost or temporarily misplaced for more than six hours during any stage of the trip (except when the non-stop return journey to the Country of Domicile/Residence), we will reimburse up to the set amount as shown in the Schedule of Benefits or Certificate of Insurance. This amount is paid for the purchase of essential items of replacement clothing or toiletries. Any amount paid under this benefit will be deducted from any subsequent amounts payable under the Personal Belongings section in respect of the same loss.

### **SECTION 4: MONEY AND DOCUMENTS**

#### **4.1. Personal Money**

If during a Period of Insurance Business Money is lost or stolen during a business trip, or during the seventy two hours immediately prior to commencement or subsequent to completion of the business trip, we will pay up to the amount specified in the Schedule of Benefits or Certificate of Insurance.

**Personal Money:** means coins, bank notes, prepaid coupons, travel tickets, signed travelers cheques, which are in your custody and control and are intended for travel, meals, accommodations and business trip expenditure only.

#### **4.2. Misuse of Credit Card:**

If during a Period of Insurance the Insured Person sustains a financial loss directly as a result of a Corporate Credit or Corporate Charge Card being lost or stolen during

a business trip and is subsequently used fraudulently by any person other than you or an authorized user, we will indemnify you for such a loss up to the amount of USD 1,500

#### 4.3. Loss of Passport

If during a Period of Insurance the Insured Person's passport is lost or unintentionally and accidentally damaged or defaced we will reimburse for the cost of getting a new passport up to USD 500.00 in respect of fees charged by the consular, visa and/or Passport Office and any additional travel or accommodation expenses in obtaining any official temporary travel documents or replacement passport and/or visa whilst outside the Country of Domicile.

### Specific Conditions to Section 3 and 4:

We will not pay for:

1. Loss of Money or Corporate Credit Card or Passport unless it is reported to the police and/or appropriate authorities within 24 hours of discovery, or earlier if required by the Credit Card issuer, and we are provided with an original written Police report and report to the hotel management if the loss or theft occurs at the hotel.
2. Promotional vouchers or coupons awards or any good or services obtained through the conversion of such vouchers coupons or awards.
3. Loss due to confiscation or detention by customs or any other authority.
4. Loss due to devaluation of currency or shortage due to errors or omission during monetary transaction.

## SECTION 5: TRAVEL DISRUPTIONS

#### 5.1. Trip Cancellation or Curtailment

If during a Period of Insurance the Insured Person is forced to

- a) Cancel any part of a planned Business Trip prior to the commencement of that Business Trip or

- b) Curtail or alter the itinerary of any part of planned business trip during the course of that Business Trip.

Due to:

- Injury or illness;
- The death, injury or illness of Close relative
- Compulsory quarantine, jury service, subpoena;
- Cancellation or curtailment of scheduled public transport service consequent upon strike, riot, or civil commotion;

Trip Cancellation or Curtailment: means loss of deposits, or charges for advance payment for travel or accommodations or other charges which have not or will not be used, but which becomes forfeited or payable under contract.

#### 5.2. Trip Delay

If the departure (outward or return) of the aircraft, sea vessel or Public Transport/Conveyance (including pre-booked) in which the Insured Person(s) have arranged to travel is delayed for at least 18 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting the aircraft or sea vessel we will pay as per the Schedule of Benefits as per Certificate of Insurance.

Public Transport or Public Conveyance: means a scheduled air, land or water vehicle operated under license for transportation of fare-paying passengers.

### Specific Conditions to Section 5:

Claim will not be paid for:

1. Any costs or charges paid or discharged by the use of promotional vouchers or awards of any description.
2. Insured/Insured Person deciding not to travel or, deciding not to continue.

3. More than a rateable proportion of any expenses which are also recoverable from any other insurance Policy.
4. Any expenses incurred as a result of pregnancy or childbirth.
5. Any expenses incurred as a result of strike, labor dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the trip was booked.
6. Withdrawal from service temporarily or otherwise of an aircraft or sea vessel on the recommendation or direct orders from the manufacturer, the Civil Aviation Authority, Port Authority or any similar organization or government body in any country.
7. Failure to obtain a written confirmation from the carriers or the handling agent/company of the number of hours delay and the reason for such a delay.

## **SECTION 6: LIABILITY**

### **6.1. Personal Liability**

We will indemnify the Insured/ Insured Person up to a limit of USD 1,000,000 or as specified in the Schedule of Benefits for damages or costs for which the Insured/ Insured Person becomes legally liable as a result of his/her actions during any business trip undertaken within the period of insurance resulting in:

- i. Accidental bodily injury, death, illness or disease to any person other than anyone who is in the employment of the Insured or who is a close relative or member of the Insured Person's household
- ii. Accidental loss or damage to the property of any person other than that belonging to or under the control of the insured/ insured person or a close relative or member of the Insured Person's household

### **Specific Conditions:**

The limit of Indemnity is inclusive of all the costs and expenses incurred with the prior written approval of Company.

1. The Insured Person shall give immediate notice to the Company of any occurrence for which there may be liability under this section and shall provide the Company with such particulars and information as the Company may require and shall forward to the Company immediately on receipt any letter, writ summons and process and shall advise the Company in writing immediately the policyholder has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence
2. No admission of liability or offer, promise or payment shall be made without the prior written consent of the Company. Company shall be entitled at their discretion to take over settlement of any claim and to prosecute at their own expense and for their benefit any claim for compensation or damage against any other person. The Policyholder shall give any information and assistance required
3. Company may at any time and at their sole discretion pay to the Policyholder the maximum sum payable under this section in respect of any claim. Company shall then be exempt from all future liability under this section.
4. In the event of Insured Person's death, his/ her 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.
5. We will not pay Bodily injury, death, illness or disease claim or indemnity to any person who is in your employment or who is a Close Relative, or member of Insured Person's household or is the Insured Person him/ herself.
6. We will not pay a claim for Loss or Damage to property that belongs to and in the charge or under-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 Insured Person's occupation (not

ownership) only occurring during the Period of Insurance.

#### **Exclusions:**

- Liability arising out of the ownership or use of animals, vehicles, air craft or water craft
- Property belonging to or held in trust by or in the custody of or control of the Insured Person.
- any wilful misconduct
- Liability assumed by the Insured Person by Contract.
- Liability for which indemnity is provided to the policyholder and/ or Insured Person under any other insurance.

#### **6.2. Overseas Legal Assistance**

During a business trip within the period of insurance, if the Insured Person sustains bodily injury or illness which is caused by a Third Party, we will pay for the legal expenses up to the limit specified in the Schedule of Benefits or Certificate of Insurance

Legal Expenses means:

- i. Fees, expenses, costs of an expert witness and other disbursements reasonably incurred by the Legal Representatives in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused you accidental bodily injury against the judgment of a Court, tribunal or arbitrator.
- ii. Cost for which you are legally liable following a court award or tribunal or an out-of-Court settlement made in connection with any claim or legal proceedings.

Legal Representative: means the solicitor, firm of solicitors, lawyer, advocate or other appropriate qualified person or firm or company appointed to act on your behalf.

Any One Claim: means all claims or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

#### **Specific Conditions:**

We will not be pay for:

1. Legal Expenses incurred before receiving our prior authorization in writing unless such costs would have been incurred subsequent to our authorization.
2. Legal Expenses incurred in connection with any criminal or willful act.
3. Legal Expenses incurred in pursuing any claim for compensation either individually or as a member of a class action lawsuit against the manufacturer, distributor or supplier of any drug, medication or medicine
4. Legal Expenses incurred in pursuing any claim for compensation either individually or as a member of a class action lawsuit against a tour operator, travel agent, carrier, insurer or their agents.
5. Legal expenses incurred in the defense of any civil claim or legal proceedings made or brought against the Insured/Insured Person unless as a counter claim.

### **SECTION 7: AXA ASSISTANCE**

---

Following medical or personal assistance or advice services are available to the Insured Person whilst he/she is on Business Trip during the Period of Insurance

- 7.1. Emergency Medical Centre: In the event of an illness during the business trip, the Insured Person can contact AXA Assistance 24 hour Emergency Medical Centre to receive information on the name, address and telephone number of physicians, hospitals and clinics in the area where he/she is travelling. This service is not an endorsement of any particular medical product, medical service or medical procedure. User discretion is advised before using or beginning any medical treatment or procedure.
- 7.2. Evacuation and Repatriation including Non-medical repatriation: In the event a

local hospital, medical facility or clinic is unable to provide the Insured Person with adequate medical care, AXA Assistance on behalf of AXA Insurance Gulf B. S. C. (c) will then arrange and cover the cost of your transportation to the next centre of medical excellence that can provide such care and/or to the Country of Domicile. The attending physician's statement is required in writing to exercise this benefit.

Medical repatriation – Once the Insured Person has sufficiently recovered from an illness or injury and is authorized by the attending physician to travel, we will arrange and cover the cost of transportation to the principal residence of the insured person in the Country of Domicile. The method of repatriation is determined based on the patient's condition and location. The transportation will primarily be arranged by scheduled air flight with special equipment and/or personnel as necessary and recommended by the attending physician. However, in exceptional situations where special transportation is required and certified by the attending physician, the repatriation will be arranged by alternate.

Non-medical repatriation – Once the Insured Person is sufficiently recovered to travel in a regularly scheduled economy class flight, we will pay for the increase in cost to change the travel date and/or an upgrade in the seating at our discretion.

- 7.3. Repatriation of Mortal Remains: The Company will pay benefits up to the amount stated in the Table of Benefits as shown for covered expenses reasonably incurred to return the insured Person's body to his/her Country of Domicile or Country of Citizenship if s/he dies. Covered expenses include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffin; and (d) transportation.
- 7.4. Travel Medical Emergency Services i.e. Medical Transportation: All reasonable costs necessarily incurred in repatriating the insured person to the most suitable

Hospital or to your home address in the Country of Domicile provided that such repatriation is: medically necessary and organized by AXA Assistance. The method of medical transportation is determined by AXA based on the patient's condition and location.

- 7.5. Prescription assistance: In the event the Insured Person has forgotten his medication, AXA Assistance can help provide a doctor who will prescribe the refill of the prescription, where permitted by law.

- 7.6. Travel advisories, Inoculation and immunizations:

Travel Advisories provide the Insured Person with information on the latest available travel advisories such as weather forecasts.

Inoculation and Immunization: provides the Insured Person with latest information, obtained from the Centers for Disease Control, Bureau of Consular Affairs, regarding inoculation and immunization requirements around the world.

- 7.7. Translation and interpretation: provides the Insured Person with the name, telephone and address of local certified translators and interpretation providers. This service is not an endorsement of any particular translation and interpretation service(s). User discretion is advised before using or beginning any translation and interpretation related services.

## EXCLUDED CAUSES: All Sections

This policy does not cover the insured or insured persons in respect of

- a) Offshore : Bodily injury, sickness contracted, expenses arising, loss destruction or damage occurring whilst engaged in any Off-shore activity including transit by sea or air to and fro offshore installations
- b) War and Similar Perils: Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - i. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - ii. Any act of terrorism.

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.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect

- c) Radioactivity
  - i. Any accident of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fission
  - ii. Any accident loss destruction or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
- d) Death, disablement, loss or expense arising out of pressure waves caused by aircraft and other flying machine travelling at sonic or supersonic speeds
- e) Death, disablement or expense attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations thereof
- f) Death, disablement, loss or expense directly or indirectly arising out of or contributed to by the Insured Person's willful self-injury, suicide, attempted suicide, psychiatric disorders, deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act
- g) Death, disablement, loss or expense arising out of and attributable the treatment of alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner, nor from taking drugs prescribed for the treatment of drug abuse

- h) Motor cycling as a driver if the Insured Person does not have a valid driving license
- i) Death, disablement, loss or expense whilst the Insured Person is:
  - i. Undertaking any form of hazardous work in connection with any business, trade or profession, racing, motor rallies and competitions, professional or organized sports, mountaineering (reasonably requiring the use of ropes or guides), pot holing, ski-diving, winter sports, other extreme sports or any form of aerial flight except as a fare paying passenger on a regular scheduled airline or licensed charter aircraft over an established route.
  - ii. Competing in or practicing for speed or time trials, sprints or racing of any kind;
  - iii. Engaged in or taking part in expeditions or being a crewmember on a vessel travelling from one country to another;
- j) The excess specified in the Schedule of this policy as applicable to the relevant sections.
- k) Expenses incurred as a result of the Insured Person engaging in active services in the Armed Forces of any nation.
- l) Expenses incurred where the Journey is undertaken against the advice of a registered qualified medical practitioner.
- m) Any property or expense more specifically covered under any other insurance.
- n) Death, disablement, loss, damage or expenses directly or indirectly occasioned by or commission of or the attempt to commit an unlawful act.
- o) Costs which would have been payable if the event giving rise to a claim had not occurred.
- p) Costs incurred in respect of the period of any Journey that exceeds 90 days duration of cover.
- q) Pre-existing diseases/conditions of any kind.
- r) Consequential loss of any nature.
- s) Any costs or expenses incurred in pursuing claims against a travel agent, tour operator, insurer, insurance agent or carrier

## 4. Claims Conditions

1. Fraudulent Claims: If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or Insured Persons to obtain any indemnity under this Policy or if any loss destruction or damage be occasioned by the willful act or with the connivance of the Insured or Insured Person(s) all rights under this Policy shall be forfeited
2. Responsibilities of the Insured/Insured Person:
  - a) Notice of Claims: On the happening of an event for which a claim is or may be made under this Policy the Insured or the Insured Person shall:
    - i. immediately give written notice to the Company
    - ii. give immediate notice to the police authority in respect of malicious damage robbery theft or fraud and obtain a Police Report
    - iii. take all practical steps and trace and recover property and/or money as if it were not insured
    - iv. where the baggage is lost or damaged while in the custody of carriers the Insured Person shall immediately notify such carrier in writing and obtain a written report from the carrier
    - v. within thirty days of the event unless a further time has been allowed in writing by the Company at his/ her own expense produce for the Company full particulars of the claim together with details of any other insurance(s) covering the same loss damage or expenses
    - vi. at his own expense furnish all information evidence and assistance (including if requested a statutory declaration of the truth of the claim) as the Company may reasonably require
    - vii. at the Company's expense submit to medical examination when necessary. The Company shall in the event of death of an Insured person be entitled to have a post mortem examination at its own expense
- b) Claims Cooperation: The Insured Person shall at the request and expense of the Company do and concur in doing and permit to be done all such acts as may be necessary or reasonably required by the Company for the purpose of:
  - i. enforcing any rights and remedies or
  - ii. obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss destruction or damage under this Policy whether such acts shall be or become necessary before or after his/her indemnification by the Company
3. Rights of the Company
  - a) Control of Claims:
    - i. The Insured or Insured Person(s) shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not
    - ii. The Company shall be entitled if it so desires to take over and conduct in the Insured's or the Insured Person's name the defense or settlement of any claim or to prosecute in his/ her name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
  - b) Discharge of liability: Benefits under Section 1 of this Policy shall be payable to the Insured whose receipt shall be a valid discharge of the Company's liability
4. Contribution – Other Insurance: If at the time of any loss or damage covered under Section 2, 3, 4, 5 & 6 of this Policy there is any other insurance covering such loss or damage or any part thereof the Company shall not be liable for more than its rateable proportion

5. Arbitration: If any difference arises out of this Policy the Company shall immediately notify the Insured in writing of his right to refer the difference to arbitration Such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators 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 the Company if the Company 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

## 5. General Conditions

**Unity of Policy and Interpretation:** This Policy and the Schedule of Benefits and Certificate of Insurance shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

**6. Privity of Contract:** This Policy of insurance is a private and exclusive contract between the Insured and the Company. All benefits rights and obligations under the terms hereof belong to or are owned by the Insured and the Company. The Company is under no obligation whatsoever to defend settle compromise or otherwise respond to any action or claim brought directly and solely against the Company in respect of any risk covered by this Policy by any person who is not a party to the said contract. Nothing in this clause or Condition or in the contract generally shall prevent the Company from exercising its rights of subrogation against any person who is not a party to this contract

**7. Material Facts and Duty of Utmost Good Faith:** The statements and answers in the Proposal and any material information provided to the Company by the Insured are true and complete. In the event of misrepresentation, misdescription or non-disclosure of such information this Policy shall be voidable

**8. Age Limits:** Cover in respect of each Trip is subject to the Insured Person being over 16 and under 65 years of age at the commencement of the trip

**9. Reinstatement or Replacement of Property:** If the Company elects to or become bound to reinstate or replace any property the Insured Person shall at its own expense produce and give to the Company all such information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

**10. Cancellation:** This Policy may be terminated at any time at the request of the Insured in writing in which case the Company will retain the customary short period rate for the time the Policy has been in force. This Policy may also be terminated at any time at the option of the Company, on thirty days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the Premium for the unexpired term from the date of the cancellation.

**11. Reasonable Care and Precautions:** The Insured Person shall take all reasonable precautions to prevent accidents and for the safety of the property and/or money insured.

**12. Alterations of Risk:** If Section I Personal Accident is operative the Insured shall on tendering any premium for the renewal of this policy give written notice to the Company of any physical defect or infirmity or medical condition of the Insured Person(s) of which the Insured has become aware since the payment of the last premium.

**13. Alterations to Policy:** No alteration in the terms of this Policy will be held valid unless the same is signed by an authorized Official of the Company.

**14. Jurisdiction:** This policy applies only to judgments delivered or obtained from a Court of Competent Jurisdiction in a member country of the Gulf Cooperation Council.

**15. Declarations:** The Insured shall make quarterly declarations of all Trips as defined herein and at the end of each Period of Insurance the deposit premium shall be adjusted on the basis of such declarations by payment of an appropriate addition or return premium subject to the agreed minimum annual premium.

**16. Observance of Terms:** The due observance and fulfillment of the Terms Limitations and Conditions of this Policy so far as they relate to anything to be done or complied with by the Insured shall be condition precedent to any liability of the Company to make any payment under this Policy.

## 6. What to do in the event of a Claim

### PROCEDURE A

#### Situations that require immediate assistance

##### What kind of situations?

If you are in need of:

- Emergency Medical Expenses - Section 2
- Emergency Repatriation Expenses - Section 2
- Personal Liability - Section 6
- Overseas Legal Assistance - Section 6
- Repatriation of mortal remains - Section 7
- Prescription Assistance, Travel Advisories, Translation and Interpretation - Section 7

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 us 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

#### South Africa

+27 116229607

#### 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 Gulf Insurance ) 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 that does not require immediate assistance**

#### **What kind of situations?**

- Personal Accident - Section 1
- Personal Belongings/Baggage - Section 3
- Personal Money, Misuse of Credit Card/Loss of Passport - Section 4
- Trip Cancellation or Curtailment/Delay - Section 5

Contact our AXA branches:

#### **UAE**

800 4845

#### **Bahrain**

8000 1060

#### **Qatar**

800 2924

#### **Oman**

+968 24 400 100

#### **Saudi Arabia:**

+966 1 477 6706

Or email us at:

[travel.claims@axa-gulf.com](mailto:travel.claims@axa-gulf.com)

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

## 6. Complaints Procedure

### How and where to complain

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; and
- 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:

- Visit our Website [www.axa-gulf.com](http://www.axa-gulf.com) - select the Country where your insurance policy was issued 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:-

- Send a letter to the management; or
- Transmit a fax; or
- Telephone Us and request our Customer Service Staff to register Your complaint; or
- 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 whose contact details are provided on our website.





Your Agent AXA

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.

life insurance  
fire insurance  
art insurance  
crime insurance  
motor insurance  
health insurance  
liability insurance  
marine insurance  
engineering insurance  
**business travel insurance**  
personal accident insurance

**UAE: 800 48 45**  
**Bahrain: 8000 1060**  
**Oman: 800 70 292**  
**Qatar: 800 29 21**  
**[www.axa-gulf.com](http://www.axa-gulf.com)**

AXA Insurance (Gulf) B.S.C. (c)  
Bahrain: Commercial Registration No. 22373. Insurance license No. LII/008 issued by the Central Bank of Bahrain.  
Qatar: Incorporated in Bahrain. QFC License No. 00024. Authorized by the Qatar Financial Center Regulatory Authority.  
Oman: Commercial Registration No. 1112244. Insurance registration No. 6 issued by the Capital Markets Authority.  
UAE: Registered in the Insurance Companies Register - Certificate No. (69) dated 2002 /01/22. Subject to the provisions of Federal Law No. (6) of 2007 concerning the establishment of Insurance Authority and Organization of its work. Agents: Kanoo Group (Insurance Agent) LLC

رؤى جديدة / للتأمين  
**redefining / insurance**

