

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 Cooperative 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 forms part of the contract of insurance with us. Your Policy is evidence of that contract.

Interpretation

In case of any difference between English and Arabic text, the Arabic text will prevail.

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 issue of this Policy if they do not meet your requirements. Provided that no claim has been made, we will refund the premium less SAR 50 for administration expenses. Refund under annual policy however will be as per the 'cancellation of annual policy' clause under general conditions.

Availability of Cover

This Policy is available only if you are a Citizen or have Resident Status in the Kingdom of Saudi Arabia.

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.

In accordance with its Article of Association, as a Saudi cooperative insurance company, AXA Cooperative Insurance Company, hereinafter referred to as the “Company”, shall distribute 10% of the net annual surplus arising from its insurance operations (if any) to the policyholders directly or in the form of reduction in contributions for the next year.

The amount, time, manner of, and eligibility to such distribution are all subject to the prevailing rules and regulations of the Cooperative Insurance Companies Control Law of the Kingdom of Saudi Arabia; as well as the related approval of the Company's Board of Directors.

2. Your Policy Cover Summary

Table of Benefits	Smart (SAR)	Family (SAR)	Schengen (SAR)	Schengen (Euro)
A Emergency Medical Expenses	3,750,000*	225,000**	200,000**	40,000**
B Emergency Dental Care	1,500*	3,750**	3,750*	750*
C Emergency Medical Transportation	Unlimited	225,000	150,000	30,000
D Repatriation of other Insured Persons	Unlimited	18,750		
E Repatriation of mortal remains	Unlimited		25,000	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 Rescue	75,000			
I Personal Liability	3,750,000	375,000		
J Legal Assistance in case of Redress	15,000			
K Advance of Bail Bond (refundable)	37,500			
L Cancellation or Curtailment	18,750			
M Delayed Departure after 12 hours	Up to 1,875	Up to 1,875		
N Delayed Baggage	1,000			
O Personal Baggage and Personal Money	18,750*	7,500*		
P Loss of Passport	1,875*	1,400*		
Q Personal Accident	103,000	103,000		
R Terrorism Extension (optional)	375,000			

Coverage in Saudi Arabian Riyals except for Schengen in Euro

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

* Excess of SAR 115 applicable for each and every claim

**Excess of SAR 375 applicable for each and every claim.

Children are covered for 10% of the Insured person sum insured and upto a maximum of SAR 37,500 under accidental death Medical coverage from A-H and Travel from I-Q

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 16 are covered for 10% 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 Insurance 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 within 60 days of occurrence of the event to AXA Cooperative offices and proof of travel, copy of ticket or boarding pass need to be provided.

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 16 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.

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

Means

- if Annual Multi-Trip cover is selected: the period for which we have accepted the premium as stated in the Schedule. Under these Policies, Cancellation Cover shall be operative from the time of booking any Trip and terminates on commencement of any Trip.

- if Single Trip Cover is selected: the period of the Trip as stated in the Schedule. Under these Policies, Cancellation Cover shall be operative from the time you pay the premium.

For all other Sections of the Policy, the Insurance commences when you leave your Home or, in respect of a Business Trip, your place of business in the Kingdom of Saudi Arabia to commence the Trip and terminates at the time of your return to the Kingdom of Saudi Arabia on completion of the Trip or the expiry of the Policy (whichever is earlier).

In any event, no Cover shall commence more than 24 hours prior to booked departure time or terminate more than 24 hours after booked return to Home.

The Period of Insurance is automatically extended for the period of the delay, upto a maximum of 7 days in the event that your return to Home is unavoidably delayed due to an event insured by this Policy.

Permanent Total Disability

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.

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 16 and 69 years.

Trip

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

Any Trip solely within the Kingdom of Saudi Arabia 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.

For Family Plan, coverage is provided only when the family members mentioned on the policy travel together

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 semi-precious 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 Cooperative Insurance.

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 whose name appears in the Policy Schedule.

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 a Pre- Existing Medical Condition.
2. You or anyone upon whom the Trip plans depend has received a terminal prognosis.
3. 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.
4. 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.
5. You are travelling with the intention of obtaining medical advice outside of the Country of Residence.
6. You or anyone upon whom the Trip plans depend is expected to give birth before, during or within two months of the Trip.
7. 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
- 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:

24 Hours a day, 7 days a week

+966 11 4780282

Email: travelsmartksa@axa-gulf.com

Alternative numbers:

Bahrain

+973 17 582 612

Egypt

+208 0 000 00258

Kuwait

+965 2 232 2970

Lebanon

+961 1 518018

Oman

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

You should state:

- Your family name and first name;
- The name of the Insurance company (AXA Cooperative 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 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 for their approval and acceptance. No claim will be considered if AXA 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?

- 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 Cooperative branches:

Riyadh

+966 11 477 6706

Jeddah

+966 12 263 5566

Al Khobar

+966 13 895 1250

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

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.

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 3 as per your selected plan.

Excess

The applicable Excess in respect of this cover is SAR 115 per claim for each Insured Person for Travel Smart Plan and SAR 375 for Travel Family & Travel Schengen plans per claim for each Insured Person.

SECTION B - EMERGENCY DENTAL CARE

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 3 as per your selected plan.

Excess

The applicable Excess in respect of this cover is SAR 115 per claim for each Insured Person for Travel Smart Plan and SAR 375 for Travel Family & Travel Schengen plans per claim for each Insured Person.

SECTION C - EMERGENCY MEDICAL TRANSPORTATION

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

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

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

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

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 Kingdom of Saudi Arabia).

SECTION H - FIRST AID AND/OR RESCUE

What is covered

We shall reimburse the costs of first aid and rescue at sea and/or in the mountains 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 3 as per your selected product.

Special Conditions

- a. This cover is applicable only if Adventure Sports (Water Sports, Winter Sports, Trekking, Safari) and/or Scuba Diving option is selected and stated as covered

in your Schedule and for which additional premium applies.

b. If Scuba Diving option is selected, then this applies only to

- Person who is PADI qualified;
- Diving must be in company and not whilst alone;
- Diving cannot exceed 30 meters depth; and
- The demand regulator must have current validity certificate.

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

- EXPENSES INCURRED FOR ANY TREATMENT OR REPATRIATION WHICH HAVE NOT BEEN NOTIFIED TO AND AUTHORIZED BY AXA AS DETAILED IN PROCEDURE A ON PAGES 10 TO 11.
- COSTS OF TELEPHONE CALLS, OTHER THAN CALLS TO AXA 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.
- 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.
- 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.

- MEDICATION, WHICH, AT THE TIME OF DEPARTURE, IS KNOWN TO BE REQUIRED OR TO BE CONTINUED OUTSIDE YOUR COUNTRY OF RESIDENCE.
- TREATMENT OR SERVICES PROVIDED BY A CONVALESCENT OR NURSING HOME OR ANY REHABILITATION CENTRE.
- EMOTIONAL DISORDERS UNLESS THEY RESULT IN ADMISSION TO A HOSPITAL.
- ANY EXPENSES INCURRED AFTER YOU HAVE RETURNED TO YOUR COUNTRY OF RESIDENCE.
- EXPENSES INCURRED AS A RESULT OF A TROPICAL DISEASE WHERE THE RECOMMENDED INOCULATIONS HAVE NOT BEEN UNDERTAKEN.
- YOUR DECISION NOT TO BE REPATRIATED AFTER THE DATE WHEN, IN THE OPINION OF AXA, IT IS SAFE TO DO SO.
- COSTS OF PROSTHETICS, COSMETICS, PLASTIC SURGERY AND PHYSIOTHERAPY.
- INVESTIGATIONS, CHECKUP, MEDICAL EXAMINATION BEING PART OF PREVENTIVE MEDICINE
- PRE-EXISTING MEDICAL CONDITION, 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 3 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

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 3 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

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 SAR 37,500 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

What is covered

This Section is applicable for the Travel Smart plan only. We will pay you up to SAR 18,750 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 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 SAR 1,000 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 WHERE THE MOTHER IS EXPECTED TO GIVE BIRTH BEFORE, DURING OR WITHIN TWO MONTHS OF THE TRIP.

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 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:

- SAR 200 for the first completed 12-hour delay and SAR 200 for each full 12 hours delay thereafter up to a maximum of SAR 2,000 per Insured Person.
- Up to SAR 1,875 per Insured Person for any irrecoverable unused travel and accommodation costs and other

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 3 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 0 - 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 SAR 18,750 per Insured member for Smart and SAR 7,500 per family subject to:

	Travel Smart (SAR)	Travel Family (SAR)
Personal Baggage (other than valuables and personal money)	18,750 (subject to a maximum of SAR 1,500 for any one article, pair or set of articles)	7,500 (subject to a maximum of SAR 600 for any one article, pair or set of articles)
Valuables	6,000	3,750
Personal Money	1,500	600

Please note that children are covered for 10% of the insured person.

Excess

The applicable Excess in respect of this cover is SAR 115 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

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 3 as per your selected product.

Excess

The applicable Excess in respect of this cover is SAR 115 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

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 SAR 103,000 per Insured Person, subject to the policy limit.

The Death Benefit for Insured Persons under 16 years will be SAR 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)

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 SAR 375,000 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 SAR 375,000 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: 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-INFILCTED 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.

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.

1. 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.

2. 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.

3. 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 10.
- b. For all other Sections: Apply Procedure B on page 11 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.

4. 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.

5. 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.

6. 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.

7. 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

8. Cancellation of Annual Policies

The Company may cancel this policy in the event that the insured has either not paid the premium due within prescribed time, misrepresented any material facts, or performed any fraudulent act with the intent of making undue financial benefit under this policy, by sending thirty (30) days notice by registered letter to the insured at his last known address and in such event the Company will return to the insured the premium paid less the pro-rata proportion thereof for the period the policy has been in force or the Insured may cancel this policy on seven days written notice and provided no claim has arisen during the period of insurance the insured shall be entitled to a return of the premium paid less the pro-rata proportion thereof for the period the policy has been in force and a processing fee of SAR 50.

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