

## Terms and Conditions

### 1. Maximum Period of the Coverage

1.1 Period: up to a maximum of 90 consecutive days abroad per trip.

1.2 One-Way Trip: up to maximum of 48 hours abroad per trip from the Start Date.

**2. Geographical coverage:** Worldwide excluding USA, Canada, and the country of residence. Traveling to, from or through the following countries is also excluded from the coverage: Russia, Crimea and the Donetsk and Luhansk Regions, Belarus, Syria, Iran, North Korea, Venezuela, Afghanistan, and Burma / Myanmar.

### 3. Eligibility

CRITERIA	Basic	Basic above 65 years
MAX. TRIP DURATION	90 Days	90 Days
MAX. INSURED'S AGE	64 Years	80 Years
GEOGRAPHICAL SCOPE	- Outbound policy (travelling from Kuwait): Worldwide excluding USA & Canada.	
COVID-19 COVERAGE	YES	YES

### 4. Your right to cancel within five calendar days of purchase

If, for whatever reason, the policy does not meet your needs, and as long as your trip/policy didn't start yet, please contact us in writing within five calendar days of purchase confirming the reason why the policy does not meet your needs, and the policy will be cancelled with a refund, provided no claims have been made or are intended to be made under the policy. It is important that you notify us within five calendar days and in writing, else a refund will not be able to be given. Please also note that once the policy has been cancelled your coverage under it will cease.

# Policy Wording - Travel Insurance

**TABLE OF BENEFITS AND LIMITS**

Insured Person Age at the time of policy issuance	3 months to 64 Years	Over 64 Years up to 80 years
<b>Emergency Medical and Other Expenses</b>		
Medical Expenses Bodily Injury & Illness	\$50,000	64 Years - 74 Year: \$30,000 75 Years - 80 years: \$20,000
Deductible	Nil	64 Years - 74 Year: \$250 75 Years - 80 years: \$250
Dental Expenses	\$100	\$100
Emergency Medical Evacuation	Included in Emergency Medical Expenses	
Repatriation of Mortal Remains		
Burial Expenses	\$3,000	\$3,000
*COVID Cover	100% part of Emergency Medical	
<b>Personal Accident Benefits</b>		
Accidental Death	\$20,000	\$20,000
Permanent Total Disability ('PTD') due to Accident	\$20,000	No PTD - Replaced with Paraplegia/Quadriplegia over 64 Years
Permanent Partial Disability ('PPD') due to Accident	% Sum insured as per scale	
<b>Travel Inconvenience Benefits</b>		
Checked-in Luggage (accidental damage, Loss and Robbery)	\$1,000	\$1,000
Per Bag sub-limit	\$1,000	\$1,000
Per item sub-limit	\$100	\$100
Valuables sub-limit	\$300	\$300
Baggage Delay	\$150	\$150
In Excess	6 Hours	6 Hours
Flight Delay	\$50	\$50
In Excess	6 Hours	6 Hours
Missed Departure	\$200	\$200
Personal Liability	\$50,000	\$50,000
Trip Cancellation	\$1,000	\$1,000
Deductible	Nil	\$200
Trip Curtailment	\$1,000	\$1,000
Deductible	Nil	\$200
Damage and Robbery of Travel Documents	\$300	\$300
24x7 Worldwide Assistance Department	Yes	Yes

## TRAVEL INSURANCE POLICY TERMS & CONDITIONS

### ARTICLE 1 - IMPORTANT INFORMATION

This policy does not cover everything. The Insured Person should read this policy carefully including the policy's general exclusions and the specific exclusions for each benefit.

Under some sections of this policy, the Insured Person must pay excess. That means that the Insured Person will be responsible for paying the first part of the claim, for each section, for each claim incident. The amount the Insured Person has to pay is the excess.

### ARTICLE 2 - DEFINITIONS

**"Accident"**: The bodily injury suffered during the life of the contract, which derives from a violent, sudden, external cause and one that is not intended by the Insured. For the purposes of this policy, the following shall also be construed to be accidents:

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

**"Accompanying Insured"**: means natural person accompanying the Insured and who is also insured for the same trip, either through the same policy, or through a different one.

**"Beneficiary"**: Person or persons considered by the Policyholder or, where applicable, the Insured Person, to be entitled to receive any assistance duly covered or, where applicable, the amount corresponding to any indemnity provided for under the terms of the contracted policy.

**"Children"**: Persons aged between 3 months and 18 years old at the time of policy issuance.

**"Claim"**: Any event whose consequences are totally or partially covered by the guarantees of this policy. The collection of damages arising out of one event constitutes one loss/accident.

**"Close Relative"** of the Insured: means Spouse, parents, children, grandparents, grandchildren, siblings, mother and father in law and brothers and sisters in law.

**"Common Carrier"**: It will be understood like Common Carrier which are hired to carry out the trip object of this insurance and will remain limited to the plane, ship, train, or coach, including when going into and going out of the above mentioned way of transport. Equally there remains covered the Accident of the way of public transport (limited to taxi, rent car with driver, tramway train, bus, train, underground train) during the direct route between the point of exit or come (domicile or hotel) up to the terminal of the trip (station, airport, port).

**"COVID-19"**: is a disease caused by a new strain of coronavirus. 'CO' stands for corona, 'VI' for virus, and 'D' for disease. Formerly, this disease was referred to as '2019 novel coronavirus' or '2019-nCoV'.

**"Dangerous / extreme sports / Hazardous sports / activities"**: Means activities involving possible injury, harm, or death: characterized by danger or able or likely to cause injury, pain, harm, death, etc.

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a) Participation in the following activities will not be covered under any circumstances by this Policy: fighting or self-defense sports, professional or semi-professional sports activities, races of any kind other than on foot, mountain expeditions, deep sea diving (depth greater than 40 meters), sailing at sea in Solitary and / or out of territorial waters, ski jumping, free climbing and no ropes, motor sports, use of firearms or otherwise, and any other sport involving an exceptional risk of accidents.

b) Participation in the following activities will not be covered by this policy: abseiling, mountain biking off-road, ice hockey, canyoning, skydiving, bobsleigh, aviation other than as a passenger with a regular flight ticket, non-motorized flight, hang gliding, Flying in ultralight, rodelen, downhill skiing and Langlaufen on open public roads normally signposted, snowboarding, \'big foot\' skiing, mono skiing and any sport that poses an additional risk of accident. American football, rugby, bungee jumping, speleology, horse riding, trekking above 2,500 meters, mountaineering with the use of ropes, rock climbing with ropes, diving rafting, Water skiing, off-piste skiing and off-piste snowboarding (always accompanied by a guide or instructor).

c) Participation in competitions or tournaments organized by sports federations or similar organizations is not included in the coverage of this policy

**“Deductible” or “Excess”:** The amount of expenses or the number of days or number of hours which are not covered by the Insurer, and that are to be paid or supported by the Insured Person before the Policy benefits become payable.

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

**“Emergency Dental Care”:** Any natural dental treatment covered by the policy due to a condition suddenly started up at travel and that it does not occur by reason of any pre-existing situation has been documented by dentist’s report.

**“Epidemic Illness”:** means Infectious disease which spreads during a period of time within a specific region or country, affecting simultaneously a large number of people.

**“Fraudulent Claims”:** When the Insured, beneficiary or someone acting on their behalf, uses any fraudulent means or devices in order to obtain any of the benefits of this policy, consequently, any payment of any amount in respect of such claim shall be cancelled.

**“Geographical Scope”:** means Geographical area over which the trip stipulated in the contract takes place and in which any incidents which occur shall be duly covered. This shall be duly stated in the Specific or Special Conditions of the policy.

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

- a. Congenital disease: the disease that exists at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy, even if it wasn’t diagnosed or known.
- b. Pre-existing disease: An Illness that had been diagnosed to the Insured before entering into the Policy.

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

**“Insured Person”:** Within the validity period of the policy, the person aged up to 80 years, whose name and address are specified in the policy, with respect to whom the premium has been paid before his/her

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travel and who is customer of Jazeera Airways, travelling through Jazeera airways flights from and to Kuwait, excluding connection flights.

The following persons are not eligible:

- a) Individuals intending to travel more than 90 consecutive days.
- b) Persons younger than 3 months old or aged above 80 years old,
- c) Those who have initiated the trip prior to the insurance Policy issuance,
- d) Insured travelling for work reasons (paid or otherwise) and undertaking physical or manual hazardous activities such as: driving vehicles, use of machinery, loading and unloading, working at heights or in confined spaces, assembly of machinery, working on floating or underwater platforms, mines or quarries, use of chemical substances, laboratory work of any kind and any other hazardous activities.

**“Insurer or Company”:** Gulf Insurance & Reinsurance Company, registered and authorized in the in the country in which this insurance policy is issued and subscribed, who assumes the coverage of the risks that are the object of the contract according to the conditions of the policy.

**“Limit”:** The amounts set forth in the Conditions of this Policy, Schedules of Covers and Economic Limits of each different Plan, and which represents the maximum benefit (financial, temporary or another kind) covered under each guarantee.

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

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

**“Pandemic Illness”:** means Infectious disease which spreads through a large geographical area, usually worldwide, which affects almost all people in a city, region, or country.

**“Period of Insurance” or “Effective Date of Coverage”:** The period that commences and ends on the dates stated on the Certificate of the Policy contracted. Such period of Insurance is in any case not renewable.

**“Policy”:** means the document containing the conditions governing the Insurance. The General Conditions, the Specific Conditions which distinguish the risk and the Special Conditions, if any, as well as the Endorsements or Appendices issued thereto to supplement or amend it form an integral part of the Policy.

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

**“Premium”:** The price of the insurance that the Insured Person must pay to benefit from the coverage provided in this Policy, the premium invoice will also include commissions, charges and the legally applicable taxes.

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

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**“Quarantine”**: a state, period, or place of isolation in which people that have arrived from elsewhere or been exposed to infectious or contagious disease are placed.

**“Regular Sports”**: Participation in the following activities is always covered without paying additional premium: athletics, go-carting, ballooning (as an organised excursion), trekking up to 2,500 metres, ice-skating, cross country running, soccer, surfing, windsurfing, golf, biking on the road, baseball, fencing, sailing, cricket, cycling, canoeing, rowing, basketball, volleyball, jogging and any other sport activities not involving an extra risk. Participation in competitions or tournaments organised by sporting federations or similar organisations is not included.

**“Rescue”**: means those actions that must be carried out to release the Insured from an emergency situation in which he or she is in due to an accident.

**“Robbery”**: means seizing someone else's property by employing force to enter the premises where it is located, or violence or intimidation against individuals.

**“Serious Illness”**: Any illness with the conditions described above, that requires admission to hospital and which, in the opinion of the Assistance Company's medical team, prevents the Insured from continuing travel on the date planned, or which involves the risk of death.

**“Serious Injury”**: An injury with the conditions described above which, in the opinion of the Assistance Company's medical team, prevents the Insured from continuing travel on the date planned or involves the risk of death.

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

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

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

**“The Assistance Company”**: **Gulf Assist B.S.C.** as a Europ Assistance company, appointed by the insurer for the purpose of servicing the benefits described in the policy, directly or by means of its network, on the insurer's behalf.

**“Theft”**: means seizing someone else's property without employing force to enter the premises where it is located, nor violence or intimidation against individuals.

**“Third parties”**: mean any natural or legal person, other than the Policyholder, Insured, Beneficiary or person responsible for the loss.

**“Usual Country of Residence”**: The Country where the Insured person is legal resident.

**“Water Sports”**: the following activities will not be covered: jet skiing scuba diving, yachting, white water rafting , Fishing, paragliding, windsurfing

**“Winter Sports “:** means skiing, land-skiing, mono-skiing, cross-country skiing, heli-skiing, off-piste skiing, ice skating, snowboarding, ski boarding, sledging, tobogganing, fishing, sail boarding, sailing, surfing, water skiing, wind surfing.

**“Worldwide”:** Provides worldwide cover except the country of residence, Russia, Crimea and the Donetsk and Luhansk Regions, Belarus, Syria, Iran, North Korea, Venezuela, Afghanistan and Burma / Myanmar.

## **ARTICLE 3 - OBJECT AND SCOPE OF THE POLICY**

By virtue of this contract the Assistance Company will immediately provide the Insured, the assistance specified under the “Coverage” clause of this Insurance Policy for specific events that occur due to unforeseen incidents during travels outside his/her Usual Country of Residence, provided that this occurrence does not take place outside the specified geographical boundaries and does not take place out of the prescribed travel duration between the validity dates of this Policy. The scope of this Policy becomes void when the travel causing the acquisition of this Policy ends and/or the Insured arrives at his/her Usual Country of Residence, whichever takes place first.

The period of cover granted under this policy shall not exceed 90 consecutive days each travel.

Travel medical insurance shall cover any expenses which might arise in connection with repatriation for medical reasons, urgent medical attention and/or emergency hospital treatment or death, only for the duration of the Insured’s stay(s) on the Territory.

The benefits guaranteed under the policy shall be provided, in every case, according to the terms and conditions set forth in the policy and in keeping with the specific guarantees that have actually been contracted.

## **ARTICLE 4 - TRAVEL ASSISTANCE BENEFITS**

The Assistance Company will provide the following Benefits only when the Insured is travelling outside the Usual Country of Residence for up to a maximum of 90 consecutive days. For one-way journeys, the policy will cover you for up to 48 hours after your arrival at your final Jazeera destination, provided this is outside of your country of residence.

### **1. EMERGENCY MEDICAL EXPENSES**

In the event that the Insured should fall ill or have an accident while travelling outside their usual place of residence, the Company shall meet the cost of any hospitalisation expenses, surgical operations, medical and nursing fees and any pharmaceutical products prescribed by the doctor attending them, until their condition is sufficiently stabilised to allow them to continue the journey or be transferred to their usual place of residence or hospital close to it, all of these up to the limit duly established in the Specific or Special Conditions.

The Company’s medical team shall maintain the necessary telephone conversations with the centre and with the doctors attending the Insured in order to supervise the provision of suitable health care.

**This cover is subject to a limit and Excess provided by the referred plan.**



## 1.1. Covid-19 Specific Conditions

### 1.1.1. Emergency Medical Expenses and Hospitalization due to COVID-19

In case the Insured gets infected with the Covid-19 during a trip covered by the Insurance Policy, the Travel Insurance covers the Medical Expenses & Hospitalization abroad, up to the proposed limit on the particular conditions of the purchased policy and according to the terms and conditions defined in the same, save the Insured travels to a location declared as not recommended for travel by the competent local Authority.

In case of infection, the Insured must contact the Emergency Assistance Service immediately to provide the necessary assistance.

**This cover is Covered under Medical expenses benefit and subject to a limit and Excess provided by the referred plan.**

### 1.1.2. Quarantine Expenses due to COVID-19

In case the Insured gets infected with the Covid-19 during a trip covered by the Insurance Policy, the Travel Insurance covers the expenses incurred due to mandatory quarantine in a governmentally approved or facilitated quarantine centre, up to the proposed limit on the particular conditions of the policy and according to the terms and conditions defined in the same, save the Insured travels to a location declared as not recommended for travel by the competent local Authority.

In case of infection, the Insured must contact the Emergency Assistance Service immediately to provide the necessary assistance.

**This cover is Covered under Medical expenses benefit is subject to a limit of 14 days quarantine period and up to \$100 per day**

### 1.1.3. Specific Conditions

- 1.1.3.1. Cover is valid only for the specified duration of stay and once this duration is over, the cover ends and is not renewable.
- 1.1.3.2. The cover only operates if a positive Covid-19 diagnosis has been made.
- 1.1.3.3. Insured's maximum age: up to **80 Years**.
- 1.1.3.4. COVID-19 tests cost are not covered.
- 1.1.3.5. In case of positive results, the Insured must contact the Emergency Assistance Service immediately to provide the necessary assistance.

## 2. EMERGENCY DENTAL EXPENSES

The Company will meet the cost for strictly necessary emergency dental treatment for the immediate relief of pain up to the limit provided at the Specific or Special Conditions of the Policy.



Specific Exclusions to Emergency Dental Expenses:

You are not covered for the following costs or situations:

- The costs of any permanent or routine dental treatment;
- Any pre-planned or pre-known dental treatment or diagnostic procedure;
- Treatment which, in the opinion of Our Medical Officer, can reasonably be delayed until Your return to Your Home Country;
- Any dental treatment or diagnostic procedure which is not solely for the immediate relief of pain or discomfort, or to alleviate distress in eating;
- Normal wear and tear of teeth or denture;
- Any damage to dentures;
- Dental treatment involving the provision of dentures or the use of precious metals.

**This cover is subject to a limit and Excess provided by the referred plan.**

### **3. EMERGENCY MEDICAL TRANSPORTATION/ EVACUATION**

In the event of the Insured suffering an accident or illness while travelling outside their usual place of residence, the Company will bear the costs, whenever is necessary, of transferring or repatriating the Insured to a suitable equipped medical centre or to their usual place of residence.

Depending on the urgency of the situation or seriousness of the Insured's condition, the Company's medical team shall decide to which medical centre they should be transferred or whether repatriation is necessary and shall remain in permanent contact with the doctors attending to the Insured in order to ensure the provision of suitable health care.

Any necessary costs incurred from the rescue are not included in this cover.

**This cover is subject to a limit and Excess provided by the referred plan.**

### **4. REPATRIATION OF MORTAL REMAINS**

In the event of the Insured's death while travelling, the Company shall make the necessary arrangements for the transfer or repatriation of the mortal remains and shall assume the transportation expenses to the place of interment, cremation or funeral ceremony in their usual place of residence.

The Insured's legal representatives must furnish all documentary proof or certificates relating to the death, death certificate, receipt of expenses etc.

**This cover does not include the payment of the interment, cremation or funeral ceremony expenses.**

**This cover is subject to a limit and Excess provided by the referred plan.**

### **5. BURIAL EXPENSES**

In the event of the Insured's death while travelling, the Company will pay to the Insured's Legal representative the expenses derived from the interment or cremation in the place where death occurred. In case of transportation or repatriation of the deceased, payment of expenses for interment, cremation or funeral ceremony is excluded.

The Insured's legal representatives must furnish all documentary proof or certificates relating to the event (death certificate, receipt of expenses, etc.).

This cover is subject to a limit and Excess provided by the referred plan

## SPECIFIC EXCLUSIONS TO EMERGENCY MEDICAL EXPENSES

In addition to the General Exclusions to all the cover sections of this policy, this cover shall not be provided for the following cases and their consequences:

- Services required for treating pre-existing illnesses.
- Pre-existing Illnesses will not be excluded under 'Transfer or repatriation of the deceased Insured' section.
- Illnesses or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without a medical prescription.
- Events related to the rejection or deferral of the transfer proposed by the Company's medical service, for some reason attributable to the Insured or their companions.
- Rehabilitation treatments.
- Periodical or preventive medical examinations.
- Events related to prostheses and orthopaedic, orthotic or osteosynthesis material.
- Events occurring during a trip where this was undertaken for the following reasons: a) with the intention of receiving medical treatment; b) because the Insured was diagnosed with some terminal illness.
- Any costs that are as a result of an Epidemic or Pandemic disease. This exclusion does not apply to Covid-19 Emergency assistance benefits when the corresponding premium has been paid.

## **6. PERSONAL ACCIDENT**

### **6.1. Accidental Death 24 hours**

Where an Accident covered by the policy should lead to the death of the Insured while travelling, the Company shall pay the Beneficiary the sum insured duly established in the Specific or Special Conditions.

Persons over the age of sixty-five are not subject to these coverages. Minors and disabled persons may only be insured with written authorization from their legal representatives. In any case, children under 14 are not insurable under this coverage.

The maximum compensation for a single claim for all persons insured by the Company in all of its policies is USD 1,000,000 regardless of the number of Insured Persons affected.

Should there be no designated Beneficiary upon the death of the Insured, nor rules to determine one, the insured sum shall go on to form part of the deceased Insured's estate. Where there are several Beneficiaries, save some agreement to the contrary, payment of the sum insured shall be divided equally between them, or in proportion to their share of the estate, where those designated are the legal heirs. Save agreement to the contrary, any part not acquired by a Beneficiary shall go towards that of the others. In the event that any of the Beneficiaries should be a willful causer of the accident, any designation in favor of the same shall be deemed null and void and that corresponding part shall go towards that of the other Beneficiaries or, where applicable, shall form part of the deceased Insured's estate.

Where, prior to the death, the Company should have paid an indemnity for disablement, as a result of the same accident and this had occurred less than one year beforehand, it shall indemnify the

difference between the amount paid and the insured sum in the event of death. Should the indemnity already paid out be greater, the Company shall not lay claim to the difference.

In order to claim payment of the indemnity under this guarantee, the Policyholder or the Beneficiaries must provide the Company with the following documents:

- a) Birth certificate and a literal copy of the death certificate for the Insured.
- b) Those that prove the identity of the Beneficiaries.
- c) Where the Beneficiaries are the Insured's legal heirs, the requirements shall also include a copy of the deed awarding and distributing the deceased's estate or, where applicable, the declaration of heirs handed down by the competent court.
- d) Letter of payment or declaration of exemption from the corresponding Taxes in the country

**This cover is subject to a limit and Excess provided by the referred plan**

## 6.2. Permanent accidental disability

For the purposes of the policy, disablement shall be taken to mean the anatomic loss or lack of functionality of limbs and organs, as a consequence of bodily injuries that stem from an accident suffered while the Insured was away on some trip.

The amount of the indemnity shall be determined by applying to the insured sum – duly established in the Specific or Special Conditions – the percentages set forth in the injury table of this guarantee. In calculating the said percentages, neither the Insured's profession or age, nor any other factor alien to the scale, shall be considered.

Applying the table of injuries shall be governed by the following principles:

- a) Those types of disablement not expressly specified shall be indemnified by analogy with other cases that do appear therein.
- b) In the event that, prior to the accident, some member or organ suffered amputations or functional limitations, the percentage of the indemnity shall be the difference between the pre-existing disablement and that present after the accident.
- c) When the injuries affect the non-dominant upper limb, the left of a right-handed person or vice versa, the indemnity percentages for the same shall be reduced by 15 per cent.
- d) Partial limitations and anatomic losses shall be indemnified proportionally, with respect to the total loss of the affected limb or organ. The total lack of functionality of some limb or organ shall be considered as total loss thereof.
- e) The sum of diverse partial percentages related to the same limb or organ shall not exceed the percentage of indemnity established for the total loss thereof.

The accumulation of all the disablement percentages arising from the same accident shall not give rise to an indemnity of over 100 per cent.

Recognizing the right to this guarantee corresponds exclusively to the Company, which shall verify the degree of disability suffered by the Insured. To this end, following examination by a doctor who declares the condition to be definitive, the Company shall assess the Insured's physical condition using the medical reports which confirm the disability in question and which the Insured undertakes to furnish when required.

Where twelve months pass from the date of the accident, without the Company being able to assess the Insured's physical condition, the latter may request a further period of up to twelve months more. Following this period, the Company shall determine whether or not a disability exists and, if so, what degree of disability shall be deemed definitive for the purposes of the policy. Should the Insured not accept the assessment of their condition by the Company, they may call upon the mediation services of an expert appraiser, as provided for under Article 38 of the Insurance Contract Act. Each party shall satisfy

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the fees of its own appraiser. Those of the third appraiser and all other expenses arising from the appraisal evaluation shall be divided equally between the Insured and the Company. However, should either of the parties have made it necessary to seek such mediation, due to having made a manifestly disproportionate assessment of the injuries, that party shall be solely liable for the said expenses.

## This cover is subject to a limit and Excess provided by the referred plan

### % Percentage of indemnity

#### Head and nervous system

• Complete mental derangement	100
• Maximum expression of epilepsy	60
• Total blindness	100
• Loss of one eye or the sight thereof, where the other had previously been lost	70
• Loss of one eye, while conserving the other, or reduction of binocular vision to 50%	25
• Operated bilateral traumatic cataract	20
• Operated unilateral traumatic cataract	10
• Total deafness	50
• Total deafness in one ear, having previously lost hearing in the other	30
• Total deafness in one ear	15
• Total loss of sense of smell or taste	5
• Total mutism with impossibility of emitting coherent sounds	70
• Ablation of the lower jaw	30
• Grave disorders in the articulations of both jawbones	15

#### Spine

• Paraplegia	100
• Quadriplegia	100
• Mobility limitations as a result of vertebral fractures, without neurological complications or	20
• Barré-Lieou syndrome	10

#### Thorax and Abdomen

• Loss of a lung or a reduction to 50 per cent of lung capacity	20
• Nephrectomy	10
• Enterostomy	20
• Splenectomy	5

#### Upper Limbs

• Amputation of an arm from the articulation of the humerus	100
• Amputation of an arm at the level of, or above, the elbow	65
• Amputation of an arm below the elbow	60
• Amputation of a hand at the level of, or below, the wrist	55
• Amputation of four fingers of a hand	50
• Amputation of a thumb	20
• Total amputation of an index finger or two joints thereof	15
• Total amputation of any other finger or two joints thereof	5
• Total loss of movement of a shoulder	25
• Total loss of movement of an elbow	20
• Total paralysis of the radial, cubital or median nerve	25
• Total loss of movement of a wrist	20

#### Pelvis and Lower Limbs

• Total loss of movement of a hip	20
• Amputation of a leg above the knee	60
• Amputation of a leg, while conserving the knee	55
• Amputation of a foot	50
• Partial amputation of a foot, while conserving the heel	20
• Amputation of a big toe	10

• Amputation of any other toe	5
• Shortening of a leg by 5 cm or more	10
• Total paralysis of the external popliteal sciatic nerve	15
• Total loss of movement of a knee	20
• Total loss of movement of an ankle	15
• Serious walking difficulties subsequent to the fracture of one of the heel bones	10

### 6.3. Specific Limitation to Personal Accidents

- Any sports not included under Regular Sports definition and terrorism covers are excluded from Personal Accident benefits.

### SPECIFIC EXCLUSIONS FOR PERSONAL ACCIDENT

In addition to the General Exclusions to all the cover sections of this policy, this cover shall not be provided for the following cases and their consequences:

- You are travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft).
- Your suicide or attempt of suicide.
- You are travelling on or driving a motorcycle, unless the rider holds a valid motorcycle licence and You were wearing crash helmets.
- Any claim arising from an Accident occurred when performing Your professional activity.
- Consequences of alcoholic beverage intoxication of the Insured or Travel Companion.
- Consumption of narcotics, drugs or medicine, other than those which have been prescribed by a doctor.
- Consequences of the transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles or any irradiation from a source of energy of a radioactive nature.
- Wars, demonstrations, insurrections, Acts of Terrorism, sabotage, and Strikes.
- The participation of the Insured in bets, challenges or fighting.
- The consequences resulting from the use or possession of explosives or firearms.
- Practicing sports and activities unless covered under Regular Sports definition.
- Illness.
- Injuries that are a consequence of surgical operations or medical treatments not stemming from an accident covered by the policy.
- Infectious diseases such as sleeping sickness, malaria, yellow fever and, in general, illnesses of any nature, fainting, syncope's, strokes, epilepsy or epileptiform seizures, as well as those stemming from any kind of loss of consciousness as a consequence of an accident, according to the definition of "Accident" given IN the '\Definition\' Section of these General Conditions.
- Accidents that occurred prior to the inception of this insurance policy, even where these may manifest themselves during its effective period, as well as the consequences or sequelae of a duly covered accident which manifest themselves more than three hundred and sixty-five days after the date of occurrence.

### 7. INDEMNITY DUE TO PROBLEMS WITH THE CHECKED - IN LUGGAGE (ACCIDENTAL DAMAGE, LOSS, ROBBERY)

The Assistance Company will supplement the compensation for which the carrier is liable up to the limit and sub-limits provided by the selected Plan, as a sum of both compensation payments, for the collection

of baggage and possessions checked in by each Insured, in the event of loss, damage or robbery during the carriage by air performed by the carrier company, for the purpose of which the Insured shall furnish a list of the contents including the estimated price and date of purchase of each item, as well as the settlement of the compensation payment by the carrier.

Compensation payment for loss will be calculated according to the procedures recommended by international carriage by air organizations.

The minimum period of time that must elapse for the baggage to be considered to have been lost once and for all will be that stipulated by the carrier company shall not be less than 21 days.

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

**This cover is subject to a limit and Excess provided by the referred plan**

Documents necessary to claim indemnity due to problems with the checked - in luggage cover

In order to claim indemnity for the definitive loss of luggage, the Insured must present the following documents:

- a) Property Irregularity Report (PIR).
- b) Final settlement letter from the airline company certifying the definitive loss of the luggage checked-in for a flight.
- c) List of the contents of the luggage with the Insured's economic assessment of their value.

In the event of claiming indemnity for external damage to luggage, it is only necessary to present the Property Irregularity Report (PIR).

In order to claim indemnity for stolen checked-in luggage, the Insured must present:

- a) A Property Irregularity Report (PIR) or formal complaint lodged with the police at the place where the robbery was detected, with a list of the missing items and the damages caused by the robbery.
- b) List of the contents of the luggage with the Insured's economic assessment of their value.

## **8. COMPENSATION FOR BAGGAGE DELAY**

In the event of a delay in delivering checked-in luggage in excess of 6 hours from the arrival of the flight, the Company shall inform the Insured of their rights and the steps to be taken towards the airline company responsible and indemnify up to the limit duly established in the Specific or Special Conditions for the purchase of basic necessity items that prove essential while awaiting the arrival of the delayed luggage.

This benefit shall not be covered where the delay or the purchase of basic necessities should occur within the province/state in which the Insured's usual place of residence is located. In order to claim for indemnity under this guarantee, the Insured must present the original invoices for the basic necessity items purchased.

Any claim shall be accompanied by documents duly certified by the Airline attesting to the occurrence of the event.

**This cover is subject to a limit and Excess provided by the referred plan**

### **SPECIFIC EXCLUSIONS TO LUGGAGE BENEFITS**

In addition to the General Exclusions to all the cover sections of this policy, this cover shall not be provided for the following cases and their consequences:

- Merchandise, material of a professional nature. Travel tickets, collections, securities of any kind, identity documents and, in general, any paper documents and share instruments, credit cards, money, jewelry, any contents stored on electronic and/or computer media, documents recorded on magnetic strips or filmed.
- Any losses resulting from an object not delivered into the safekeeping of a carrier simply being misplaced or forgotten by the Insured.
- Damages due to normal usage or wear and tear, inherent vice or the effects of the elements.
- Robbery while staying at a camping or caravan site, or in any non-permanent accommodation.
- Damage suffered by luggage that is not adequately packaged or identified, as well as fragile or perishable goods.
- Theft, except in those cases where the guarantee expressly includes it.

## 9. FLIGHT DELAY

When the departure of the common carrier contracted by the Insured for travelling is delayed by at least 6 hours, the Company, subject to presentation of the corresponding original invoices, shall reimburse any additional expenses incurred (transport and hotel accommodation, as well as meals) as a result of the said delay.

**This cover is subject to a limit and Excess provided by the referred plan.**

## 10. MISSED DEPARTURE

In case the Insured cannot reach the original departure point of the trip on the outward or final return journey, as a result of public transport services failing (due to poor weather conditions, a strike, industrial action or a mechanical breakdown) or the vehicle the Insured is travelling in being stuck in traffic, involved in an accident or having a mechanical breakdown (not including the Insured's vehicle running out of petrol, oil or water, having a flat tyre or flat battery), the Company will pay up to the amount shown Particular or Special Conditions for the extra reasonable costs of travel and accommodation the Insured needs need to continue the trip.

The Insured must:

1. Leave enough time to arrive at the departure point at or before the recommended time.
2. Get confirmation of the reason for the delay and how long it lasts from the appropriate authority.
3. Give evidence that the vehicle was properly serviced and maintained and that any recovery or repair was made by a recognised breakdown organisation (if the claim is about the Insured's vehicle suffering a mechanical breakdown).

**This cover is subject to a limit and Excess provided by the referred plan**

## 11. PERSONAL LIABILITY

### Specific definitions personal liability

In addition to the General Definitions, in this cover the following terms shall be understood as follows:

**DAMAGES:** Financial losses caused as a direct result of an indemnifiable bodily injury or material damage sustained a third party.

**MATERIAL DAMAGE:** Deterioration or destruction of inanimate objects and damages caused to animals.



**PERSONAL DAMAGE:** An identifiable physical injury sustained by you caused by sudden, unexpected, external and visible means. Bodily injuries or death, caused to natural persons.

## 11.1. Personal liability due to material damages to third-parties

This coverage provides for the economic consequences stemming from any Extra contractual Civil Liability attributable to the Insured, according to law, throughout the effective period of the policy, in relation to material or pecuniary damages caused involuntarily to third parties, whenever the Insured is travelling on a trip duly covered by the policy.

The policy guarantees payment of any indemnities for which the Insured may be held liable, as well as the judicial and extrajudicial expenses stemming from the defense of the Insured – provided that the Insurer assumes the legal direction for dealing with the claim – and the deposit of the judicial bonds required to cover any civil liabilities determined in the said proceedings, all in accordance with the conditions, limits and exclusions set forth in this contract.

The guarantee of civil liability for the person insured by this guarantee is that which arises from the following risks, events and circumstances:

- For the acts or omissions of the Insured Person.
- For the PRACTICE OF REGULAR SPORTS, on an amateur basis.
- For the use of VESSELS, exclusively propelled by oars or pedals.
- For the use of NON-MOTORISED VEHICLES, such as bicycles, skateboards and any vehicle of similar characteristics to those mentioned.

As the leaseholder or user of a dwelling or room, whenever such use is not permanent, but always provided it serves exclusively as a residence for the Policyholder.

This coverage is likewise extended to civil liability stemming from the existence – at the Insured's temporary residence – of a garage, swimming pool, garden, transformers, boilers, individual TV aerials and suchlike.

**This cover is subject to a limit and Excess provided by the referred plan**

## 11.2. Personal liability due to physical damages to third-parties

This coverage provides for the economic consequences stemming from any Extra contractual Civil Liability attributable to the Insured, according to law, throughout the effective period of the policy, in relation to bodily injuries caused involuntarily to third parties, whenever the Insured is travelling on a trip duly covered by the policy.

The policy guarantees payment of any indemnities for which the Insured may be held liable, as well as the judicial and extrajudicial expenses stemming from the defense of the Insured – provided that the Insurer assumes the legal direction for dealing with the claim – and the deposit of the judicial bonds required to cover any civil liabilities determined in the said proceedings, all in accordance with the conditions, limits and exclusions set forth in this contract.

The guarantee of civil liability for the person insured by this guarantee is that which arises from the following risks, events and circumstances:

- For the acts or omissions of the Insured Person
- For the PRACTICE OF REGULAR SPORTS, on an amateur basis.
- For the use of VESSELS, exclusively propelled by oars or pedals.
- For the use of NON-MOTORISED VEHICLES, such as bicycles, skateboards and any vehicle of similar

characteristics to those mentioned.

As the leaseholder or user of a dwelling or room, whenever such use is not permanent, but always provided it serves exclusively as a residence for the Policyholder.

This coverage is likewise extended to civil liability stemming from the existence – at the Insured's temporary residence – of a garage, swimming pool, garden, transformers, boilers, individual TV aerials and suchlike.

**This cover is subject to a limit and Excess provided by the referred plan**

## **SPECIFIC EXCLUSIONS PERSONAL LIABILITY**

In addition to the General Exclusions to all the cover sections of this policy, this cover shall not be provided for the following cases and their consequences:

- Compensation for material damages caused to property belonging to employees and personnel dependent on the Insured.
- Claims lodged for asbestosis or any disease, including cancer, attributable to the manufacture, production, transformation, assembly, sale or use of asbestos or products that contain it.
- Those economic losses stemming from the Insured's activity as an officer, director or executive in a private firm, association or club, or a company trustee or administrator.
- The civil liability arising from some industrial or commercial exploitation, the exercise of some remunerated profession or service, or posts or activities in associations of any kind, even where they are performed on an honorary basis.
- Claims stemming from work accidents suffered by personnel dependent on the Insured.
- Liabilities for damages caused, directly or indirectly, by any disturbance of the natural state of the air, of inland, marine or subterranean waters, of the soil and subsoil, and, in general, of the environment, produced by: - Emissions, dumping, injections, deposits, leaks, releases, escapes, spillage or seepage of contaminant agents. - Radiation, noise, vibration, smells, heat, temperature alterations, electromagnetic fields or any other kind of waves. - Toxic or contaminant fumes produced by a fire or explosion.
- Payment of penalties and fines of any kind.
- Responsibilities for damages caused by the use and circulation of motor vehicles or boats.
- Claims for damages caused by any aircraft or aircraft intended for air navigation or for damages caused to them.
- Obligations assumed under an agreement, which would not be legally enforceable in the absence of such agreements.
- Those economic losses that are not the result of bodily or material damage covered by the Policy, as well as economic losses resulting from bodily or material damage not covered by the Policy.
- The practice of the following sports or activities: motorsports, hunting, motorcycling, diving and any form of aerial sports, unless defined under Regular Sports.

## **12. TRIP CANCELLATION**

This cover shall be valid from the date the insurance policy is taken out and shall terminate on boarding the means of public transportation used to travel. This policy only covers incidents occurring after taking out the insurance and before embarking on the journey stated in the policy.

Up to the limit duly established in the Specific or Special Conditions, the Company shall reimburse the cost of cancelling the contracted trip, charged to the Insured in application of the general sales conditions of

# Policy Wording - Travel Insurance

their provider, provided that the trip is cancelled before it actually starts and this is for one of the following reasons arising subsequent to taking out the insurance, which impedes undertaking the trip on the contracted dates:

1. For family or health reasons:

1.1. Serious illness, serious bodily injury or death of the Insured or of their close relatives. For avoidance of doubt, Covid-19 illness is excluded from this benefit.

1.2. Receiving custody of an adopted child.

2. Due to official requirements:

2.1. The Insured is called before one of the State's official bodies.

3. For work-related reasons:

3.1. Commencement of employment in a new company in which an Insured had not been engaged during the previous six months at the time when entering into the new employment contract. The multiple contracts entered into by temporary employment agencies in order to carry out tasks for other companies shall be considered as contracts for the companies in which the worker undertakes his or her activity. 3.2. Unforeseen, obligatory transfer to a workplace located in a different Province/State to that of their residence, for a period in excess of three months.

3.3. Redundancy of the Insured.

3.4. A justified or unforeseen change in the holiday leave previously granted by the company with which the Insured has an employment contract.

4. For extraordinary reasons:

4.1. Serious damage to their usual or secondary residence or owned or rented business premises that renders them uninhabitable or at serious risk of further damage occurring, thus making the Insured's presence there essential.

4.2. Declaration of disaster area in the Insured's usual town of residence.

5. Other reasons:

5.1. Due to breakdown or accident of the Insured's privately owned vehicle, occurring during the 48 hours prior to starting the journey, making it impossible for the Insured to begin the trip. In the case of breakdown, cancellation of the trip will be covered only if the vehicle is less than four years old.

5.2. Due to breakdown or accident of the mode of transport used to travel to the terminal, port or airport to begin the journey, causing the Insured to miss the contracted transport. Only the costs of alternate transport to rejoin the trip or 50% of the cancellation costs will be covered if the Insured decides to cancel the trip.

5.3. Theft of documentation or luggage up to 24 hours prior to the start of the journey, which impedes the Insured from initiating the journey.

5.4. Cancellation of a trip by the accompanying Insured Parties under this same contract, provided this cancellation stems from one of the causes listed above. Should the accompanying Insured Parties decide to continue the journey, additional expenses shall be duly covered in respect of the Insured cancellation of a trip.

**This cover is subject to a limit and Excess provided by the referred plan.**

**This cover is not applicable for Insured Persons travelling domestic or into Kuwait**

## Documents necessary to claim for payment of cancellation fees

To process the accident, the Insured must provide the following documents:

1. Document certifying that the accident occurred (doctor's report, death certificate, police report, etc.). This document must reflect the date on which the accident occurred (hospitalization, death, breakdown, accident, etc.).

2. List of the services hired for the trip (accommodation, flights, etc.) and receipt of payment for the same.
3. Cancellation conditions of said services and proof of their cancellation.
4. Invoice of the cancellation costs or payment note for the costs that are not included in the cancellation costs”.

It is essential that the expenses for cancelling the trip are duly reflected in the required documentation outlined above.

### 13. TRIP CURTAILMENT

In case the Insured's trip is curtailed or interrupted, the Company shall reimburse the cost of interrupting the contracted trip, charged to the Insured in application of the general sales conditions of their provider, provided that the trip is curtailed for one of the following reasons:

1. For family or health reasons:
  - 1.1. Serious illness, serious bodily injury or death of the Insured or of their close relatives. For avoidance of doubt, Covid-19 illness is excluded from this benefit.
  - 1.2. Receiving custody of an adopted child.
2. Due to official requirements:
  - 2.1. The Insured is called before one of the State's official bodies.
3. For work-related reasons:
  - 3.1. Commencement of employment in a new company in which an Insured had not been engaged during the previous six months at the time when entering into the new employment contract. The multiple contracts entered into by temporary employment agencies in order to carry out tasks for other companies shall be considered as contracts for the companies in which the worker undertakes his or her activity.
  - 3.2. Unforeseen, obligatory transfer to a workplace located in a different Province/State to that of their residence, for a period in excess of three months.
  - 3.3. Redundancy of the Insured.
  - 3.4. A justified or unforeseen change in the holiday leave previously granted by the company with which the Insured has an employment contract.
4. For extraordinary reasons:
  - 4.1. Serious damage to their usual or secondary residence or owned or rented business premises that renders them uninhabitable or at serious risk of further damage occurring, thus making the Insured's presence there essential.
  - 4.2. Declaration of disaster area in the Insured's usual town of residence.
5. Other reasons:
  - 5.1. Due to breakdown or accident of the Insured's privately owned vehicle, occurring during the 48 hours prior to starting the journey, making it impossible for the Insured to begin the trip. In the case of breakdown, cancellation of the trip will be covered only if the vehicle is less than four years old.
  - 5.2. Due to breakdown or accident of the mode of transport used to travel to the terminal, port or airport to begin the journey, causing the Insured to miss the contracted transport. Only the costs of alternate transport to rejoin the trip or 50% of the cancellation costs will be covered if the Insured decides to cancel the trip.
  - 5.3. Theft of documentation or luggage up to 24 hours prior to the start of the journey, which impedes the Insured from initiating the journey.
  - 5.4. Cancellation of a trip by the accompanying Insured Parties under this same contract, provided this cancellation stems from one of the causes listed above. Should the accompanying Insured

# Policy Wording - Travel Insurance

Parties decide to continue the journey, additional expenses shall be duly covered in respect of the Insured cancellation of a trip.

**This cover is subject to a limit and Excess provided by the referred plan.**

**This cover is not applicable for Insured Persons travelling to Kuwait.**

## **Documents necessary to claim for payment of curtailment expenses**

To process the claim, the Insured must provide the following documents:

1. Document certifying that the claim occurred (doctor's report, death certificate, police report, etc.). This document must reflect the date on which the incident occurred (hospitalization, death, breakdown, accident, etc.).
2. List of the services hired for the trip (accommodation, flights, etc.) and receipt of payment for the same.
3. Cancellation conditions of said services and proof of their cancellation.
4. Invoice of the cancellation or curtailment costs or payment note for the costs that are not included in the cancellation costs”.

It is essential that the expenses for cancelling the trip are duly reflected in the required documentation outlined above.

## **SPECIFIC EXCLUSIONS TO CANCELLATION & CURTAILMENT BENEFITS**

In addition to the General Exclusions to all the cover sections of this policy, this cover shall not be provided for the following cases and their consequences:

- Claims involving a vehicle with a gross vehicle weight of more than 3,500kg
- Travel or vaccination contraindication, or the impossibility of continuing recommended preventive medical treatment in certain destinations.
- Epidemics, unless otherwise confirmed in the Policy Schedule.
- Non-emergency dental treatments and rehabilitation treatments.
- The refund of expenses covered by this policy that the Insured can recover from the Transport Company, tour operator or authorized travel agent or from any other contracted supplier.
- The costs of transport or accommodation that have been paid for by the transport company, tour operator or authorized travel agent.

## **14. COMPENSATION DUE TO DAMAGE TO ID DOCUMENTS**

The Company shall indemnify for the robbery of the Insured's identification documents (Passport, ID, driving license), when travelling outside Insured's usual place of residence, as well as the damages caused thereby, up to the limit set up in the Specific or Special Conditions.

In order to claim under this cover, the Insured must present the following documents:

- a) Incident must be reported to the local consulate within a maximum of 24h.
- b) Police report of the robbery filed before the police at the place of occurrence, with date and time of occurrence. The report must be filed no more than 24 hours after the loss occurs or after the insured discovers the theft of the document

This cover is subject to a limit and Excess provided by the referred plan.

## 15. 24 HOURS ASSISTANCE

### 15.1. Medical Assistance

As soon as the Assistance Company is notified about a medical emergency resulting from the Insured's accident or illness, the Assistance Company will contact the medical facility or location where the Insured is placed and confer with the Physician at that location of the Insured to determine the best course of action to be taken.

If possible and if deemed appropriate by the Assistance Company, the Insured's Physician will be contacted in order to have a better knowledge of the medical conditions of the Insured. The Assistance Company will then analyse the situation and recommend the most appropriate way of providing the assistance benefits, as well as arranging hospital admission of the Insured where, at the discretion of The Assistance Company, is appropriate.

### 15.2. Pre-Departure Services

Prior to the Insured's departure, the Assistance Company will provide basic useful information about foreign locations, information about immunization requirements and passport or visa requirements, general information about weather and warnings about travel to certain locations.

### 15.3. International General Assistance

The Assistance Company will serve as a central point for translation and communication for the Insured during emergencies.

The Assistance Company agrees to provide to him advice on contacting and using services available from consulates, government agencies, translators and other service providers that can help with travel problems.

### 15.4. Relay of Urgent Messages

At the Insured person's request, the Assistance Company will arrange to convey urgent or justified messages relating to matters which are covered under the travel assistance benefits to his family, friends or business associates.

### 15.5. Emergency telephone interpretation assistance

The Assistance Company will serve as a central point for translation and communication for the Insured during emergencies relating to matters which are covered under the travel assistance benefits. The Assistance Company agrees to provide to him advice on contacting and using services available from translators service providers that can help with travel problems.

### 15.6. Abroad Information Assistance about lost Luggage and Passport

If the Insured outside his Usual Country of Residence, notifies the Assistance Company that his/her luggage or passport has been lost, the Assistance Company will endeavour to assist him/her by contacting the appropriate authorities involved and providing direction for replacing the passport or



finding the luggage.

## ARTICLE 5 - GENERAL EXCLUSIONS TO ALL BENEFITS

The following exclusion applies to the whole of this policy:

**1) It is excluded loss, damage, illness and/or injury directly or indirectly caused by, arising out of, and/or during, and/or in consequence of the following are excluded from the guarantee/cover granted under this Policy:**

- a) The bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions including those actions of the Insured in a state of derangement or under psychiatric treatment costs for which are themselves excluded;
- b) Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon any other type of natural disaster;
- c) Events arising from terrorism, mutiny or crowd disturbances; unless provided by the extension.
- d) Events or actions of the Armed Forces or Security Forces in peacetime;
- e) Wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whatever type;
- f) Those caused by or resulting from radioactive materials and nuclear energy;
- g) Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity;
- h) Illness or injuries existing prior to the claim, unless expressly included in the Private or Special Conditions and subject to payment of the relevant surcharge premium;
- i) Those that occur as a result of the participation by the Insured in competitions, sports, and preparatory or training tests;
- j) Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, mountaineering, alpinism pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding and, in general, any sport or recreational activity that is known to be a dangerous one;
- k) Participation in competitions or tournaments organized by sporting federations or similar organizations;
- l) Hazardous winter and/or summer sports such as skiing and/or similar sports, unless specifically covered based on the Policy Schedule;
- m) Permanent resident and students outside of country of residence;
- n) The use, as a passenger or crew, of means of air navigation not authorized for the public transport of travelers, as well as helicopters;
- o) The accidents deemed legally to be work or labour accidents, consequence of a risk inherent to the work performed by the Insured;



- p) Internationally and locally recognized epidemics. This exclusion does not apply to Covid19 Emergency assistance benefits if the related premium have been paid.
- q) Illnesses or injuries arising from chronic ailments or from those that existed prior to the commencement of the trip;
- r) Death as a result of suicide and the injuries or after-effects brought about by attempted suicide or any self-inflicted injuries;
- s) Illness, injuries or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental illness or mental imbalance;
- t) Illness or injuries resulting from refusal and/or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Assistance Company and agreed by its medical service;
- u) Illness or injuries caused by pregnancy and childbirth or any complication therefore or voluntary termination of pregnancy;
- v) Mental Health diseases;
- w) Venereal sexually transmitted diseases;
- x) Pre-existing illnesses;
- y) Any cardiac or cardio vascular or vascular or cerebral vascular illness or conditions or after-effects thereof or complications that, in the opinion of a medical practitioner appointed by the Assistance Company, can reasonably be related thereto, if the insured person has received medical advice or treatment (including medication) for hypertension 2 years prior to the commencement of the Protected Journey.

**2) In addition to the foregoing General Exclusions, the following benefits are not covered by this insurance:**

- a) The services arranged by the Insured on his/her own behalf, without prior communication or without the consent of The Assistance Company, except in the case of an extreme emergency/urgent necessity. In that event, the Insured shall furnish the Assistance Company with the vouchers and original copies of the invoices;
- b) Assistance or medical services, which are not medically necessary and all Elective and/or non-Emergency medical condition and its complications;
- c) Rehabilitation treatments;
- d) Prostheses, orthopedic material or thesis and osteosynthesis material, as well as spectacles;
- e) Assistance or compensation for events that occurred during a trip that had commenced, in any of the following circumstances:
  - 1) Before this insurance comes into force;
  - 2) With the intention of receiving medical treatment;
  - 3) After the diagnosis of a terminal illness;
  - 4) Without prior medical authorization, after the Insured had been under treatment or

medical supervision during the twelve months prior to the start of the trip;

- f) Expenses that arise once the Insured is at his/her usual country of residence, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, after the dates of the travel object of the Agreement have elapsed or after 90 days has elapsed since the start thereof, notwithstanding what is provided for in the Additional Clauses or in the Private or Special Conditions;
  - g) Any Health Services that are received as Out-of-Hospital benefits;
  - h) All expenses relating to dental treatment, dental prostheses, and orthodontic treatments;
  - i) Services that do not require continuous administration by specialized medical personnel;
  - j) Personal comfort and convenience items (television, barber or beauty service, guest service and similar incidental services and supplies);
  - k) Medical Services that are not performed by Authorized Healthcare Service Providers, apart from medical Services rendered in a Medical Emergency;
  - l) Prosthetic devices and consumed medical equipment;
  - m) Treatments and services arising as a result of hazardous activities, including but not limited to, any form of aerial flight, any kind of power-vehicle race, water sports, horse riding activities, mountaineering activities, violent sports such as judo, boxing, and wrestling, bungee jumping and any professional sports activities;
  - n) Costs associated with hearing tests, vision corrections, prosthetic devices or hearing and vision aids;
  - o) Patient treatment supplies (including elastic stockings, ace bandages, gauze, syringes, diabetic test strips, and like products, non-prescription drugs and treatments, excluding such supplies required as a result of Healthcare Services rendered during a Medical Emergency);
  - p) Services rendered by any medical provider relative of a patient for example the Insured person and the Insured member's family, including spouse, brother, sister, parent or child;
  - q) All Healthcare Services & Treatments for In-Vitro Fertilization (IVF), embryo transport, ovum and male sperms transport;
  - r) Treatments and services related to viral hepatitis and associated complications, except for treatment and services related to Hepatitis A;
  - s) Air or Terrestrial Medical evacuation except for Emergency cases or unauthorized transportation services;
  - t) Medical services and associated expenses for organ and tissue transplants, irrespective of whether the Insured Person is a donor or recipient;
  - u) Any test or treatment not prescribed by a doctor;
  - v) Diagnosis and treatment services for complications of excluded illnesses.
- 3) The Assistance Company is exempt from liability when, as a result of force majeure, it is unable to put into effect any of the benefits specifically envisaged in this policy.**

## **ARTICLE 6 – POLICY CONDITIONS**

- 1- The policy is not transferrable.
- 2- The Policy is not renewable.
- 3- Policy endorsement
  - a- Policy extension: Policy extension is not possible. If the insured person would like to change the coverage period, the policy has to be cancelled, and a new policy can be issued for the new coverage period.
  - b- Policy endorsement: As long as the trip is not yet commenced and the period of insurance is not yet started, the customer can only cancel a policy in order to buy a new one with different coverage.  
Only policy endorsement on personal data such as miss spelling of name or passport number and any other data not impacting the premium is possible and subject to non-commencement of the policy or period of insurance. This condition follows point 1 above, so changing the identity of the insured person is not possible.
- 4- Flight cancellation by Jazeera Airways: As long as the flight is cancelled before the first leg of the journey, The policy covering the related trip will be cancelled automatically and the premium will be fully refunded, subject to no claim known or unknown at the time of cancellation.

## **ARTICLE 7 – CLAIMS & LIABILITY CONDITIONS**

When a loss incident occurs, the Policyholder, the Insured and/or the Beneficiary are obliged to:

- a. Report the occurrence of the loss as soon as possible and, where appropriate, request by telephone the corresponding assistance, furnishing identifying details, the policy number, their location and the kind of service required. For the purposes of handling and reviewing claims, these conversations may be recorded.
- b. Employ all means available to them to mitigate the consequences of the incident. Failure to fulfil this duty shall entitle the Assistance Company to reduce its compensation in a fitting proportion, taking into account the importance of the damage arising from the same and the degree of blame attributable to the Insured.  
  
Should this breach be as a result of the Insured's manifest intention to injure or deceive the Assistance Company, the latter shall be freed from any obligation to compensate for the said loss.
- c. Inform the Assistance Company of the existence of other insurance policies taken out with other companies that could also cover the claim.
- d. Make no admission of liability or offer promise or payment of any kind
- e. Collaborate to ensure the optimum processing of the claim, informing the Assistance Company as soon as possible of any judicial, extrajudicial or administrative notification that comes to their knowledge and is related to the loss.
- f. Furnish the Assistance Company with all manner of information regarding the circumstances and consequences of the loss, the initial medical assistance provided and the evolution of the Insured's injuries, apart from any complementary information the former may request. Failure to fulfil this

obligation to provide information shall forfeit the right to compensation, in the event that there should also exist bad faith or gross negligence.

- g. Present documentary proof – receipts, certificates, formal complaints, etc. – that corroborate both the occurrence of events covered by this Policy and having incurred expenses entitled to indemnity thereunder.
- h. Agree to an examination by the doctors the Assistance Company may designate, where it deems this necessary in order to complete the reports furnished, and, at the Assistance Company's expense, attend the corresponding medical facilities for the said examination.
- i. The Company will not be liable for any claim declared after two (2) years after its occurrence.
- j. The Insurer will not reimburse or consider reimbursing any expenses which were not previously approved. In relation to previously approved expenses, the insured or beneficiaries will have to include the claim number obtained from The Assistance Company prior to sending the official receipts and/or letter explaining the reason and circumstances of why the Travel Assistance Services for which expenses are claimed were not obtained from The Assistance Company directly

### **ARTICLE 8 - CONCURRENCE OF INSURANCE POLICIES**

- a) Where any of the risks covered by this Policy should also be covered by another Insurer for the very same period of time, save agreement to the contrary, the Policyholder or the Insured must inform the Assistance Company of the other policies in existence.

**Where, through bad faith, this information is omitted and the loss should occur in a situation of over-insurance, the Assistance Company shall not be obligated to pay compensation.**

- b) Once the loss occurs, the Policyholder or the Insured must report this to the Assistance Company, in accordance with the provisions of article 7 of these General Conditions, indicating the names of the other insurers who shall be contributing proportionally to the payment of the benefits provided.
- c) In no case may the policy serve as a means of unfair enrichment for the Insured.

## HOW SHOULD THE INSURED REQUEST ASSISTANCE?

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

## **SPECIFIC CONDITIONS APPLICABLE FOR MEDICAL CLAIMS IN KUWAIT**

- Insured has to contact the Assistance Company prior to any claim consideration.
- The service is restricted to the Assistance Company' medical network only.
- No reimbursement can be considered, unless specifically advised by the Assistance Company.

<p style="text-align: center;"><b>GENERAL</b> <b>24/7 INTERNATIONALHELPLINE</b></p> <p><b>Kuwait: +965 22583612</b> <b>Bahrain: +973 1757 7014</b> <b>Jordan: +962 6 500 8281</b> <b>Fax: +962 6 5626309</b> <b>WhatsApp: +962776811108</b> <b>Email: <a href="mailto:TRAVELA@europ-assistance.com">TRAVELA@europ-assistance.com</a></b></p>	<p>By dialling the Emergency number, the insured will be prompt to provide:</p> <ul style="list-style-type: none"><li>▪ Copy of Passport.</li><li>▪ Copy of the Insurance certificate.</li><li>▪ Full name of the injured and the principal insured.</li><li>▪ The cause of the call.</li><li>▪ The place he/she are located (Hotel/City/Address/Phone number).</li></ul>	<p style="text-align: center;"><b>Spoken Languages:</b> <b>English, Arabic</b></p>
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