

SCHEDULE OF SUMS INSURED

SECTION 1:

EMERGENCY MEDICAL EXPENSES:

- 1 A. Emergency Medical Expenses: Limit per Insured Person KD 90,000
- 1 B. Emergency Dental Treatment: KD600
- 1 C. Emergency Medical Transportation: KD300
- 1 D. Repatriation of other Insured Persons: Economy ticket
- 1 E. Burial or cremation abroad or repatriation of body to Kuwait KD4,000
- 1 F. Emergency Travel of Close Relative: KD1,250
- 1 G. Emergency Hotel Stay of Close Relative: KD500

SECTION 2:

TRAVEL INCONVENIENCE

- 2 A. **Trip Cancellation and Curtailment:**
Limit per Insured Person: KD1,750
- 2 B. **Flight Cancellation and Travel Delay:**
Limit per Insured Person (inbound / outbound trip including): KD60

SECTION 3:

PERSONAL ACCIDENT

Limit per Insured Person: KD5,000

Including:

Death (18-65): KD5,000

Loss of use of one or more limbs: KD5,000

Loss of sight in one / both eyes: KD5,000

Loss of hearing and / or Speech: KD5,000

Permanent Total Disablement: KD5,000

Felonious Assault: KD5,000

Death, Disability and Felonious Assault benefits

Limit per Insured Person under 18 or over 65: KD500

SECTION 4:

DELAYED PERSONAL BAGGAGE: Policy Limit: KD850

Limit for any one bag / item / pair / set: KD85

SECTION 5:

5.A: LOSS OF BAGGAGE: Policy Limit: KD850

Limit for any one bag / item / pair / set: KD85

5.B: LOSS OF MONEY: Policy Limit: KD100

Including:

Under 16: KD30

Loss of passport : KD60

SECTION 6:

PERSONAL LIABILITY:

Legal Liability (including Defence costs) of the Insured Person towards accidental loss or damage to Third Party Property and/or Third Party Bodily Injury during the Trip

Limit Per Person: KD250,000

SECTION 7:

LEGAL ASSISTANCE

Expenses incurred on judicial actions to obtain pecuniary repair of physical damage suffered resulting from an accident involving the liability of a third party

Limit Per Person: KD5,000

SECTION 8:

ADVANCE OF BAIL BOND:

Cost of bail bond for guaranteeing provisional release from custody following an unintentional contravention or infringement

Limit Per Person: KD5,000

DEFINITIONS

For the purpose of this Certificate, the following definitions shall apply unless the context otherwise requires:

ACCIDENT	Means any sudden or unexpected and violent event, which may befall the Insured Person during the journey, other than any intentionally self-inflicted injury.
ASSISTANCE COMPANY OR ASSISTANCE UNDERWRITER	Means One Assist whose services are requisitioned by the Underwriters for rendering emergency assistance to the Insured Persons. The contact details of One Assist are given in CLAIM PROVISIONS AND PROCEDURES section of this policy.
ASSISTANCE COMPANY DOCTOR	Means the physicians attached to One Assist centres throughout the world. This list is subject to change at the discretion of the Underwriters.
BAGGAGE	Means luggage, clothing, personal effects, valuables and other articles belonging to the Insured Person or for which he is responsible, which are taken, used or worn by him on the Journey or acquired by him during the Journey. Baggage includes personal money and passport.
CHECKED-IN BAGGAGE	Means the baggage of the Insured Person in respect of the Covered Trip under the care, custody and control of the airlines/carrier for the purposes of transit and which is not under the immediate supervision of the Insured Person concerned.
CHILDREN	Means persons up to age 16.
CLOSE RELATIVE	Means any member of the Insured Person's immediate family or his parents or brothers / sisters.
COUNTRY OF DOMICILE	Means that country in which the Insured Person has his permanent home or residence visa as shown in his passport.
COVERED TRIP / JOURNEY	Means the first 30 / 90 days per single trip outside Kuwait by Sea / Air carrier falling within the period of insurance. The journey shall be deemed to have begun with the Insured Person's departure from home and shall have ended upon return to the home or 30 / 90 days from departure, whichever is earlier.
DISMEMBERMENT	Means permanent loss of a limb including permanent loss of use of such limb or loss of Eye(s) including total and irrecoverable loss of sight in such Eye(s) caused by Bodily injury occurring within 12 months from date of accident.

HOSPITAL

Means an establishment which meets all of the following requirements: (1) holds a license as a hospital, if licensing is required in the country or governmental jurisdiction; (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (3) provides 24-hour a day nursing service by registered or graduate nurses; (4) has a staff of one or more physicians available at all times; (5) provides organized facilities for diagnosis and major surgical procedures; (6) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts; and (7) maintains X-ray equipment and operating room facilities.

ILLNESS

Means any sudden and/or unexpected deterioration of health certified by a competent medical authority which first manifests itself whilst the Insured Person is on a Journey.

**IMMEDIATE RELATIVE /
DEPENDANTS**

Means wife, husband, daughter, son, "Children" includes natural children, step children or legally adopted children dependant on the Insured.

**INSURED OR INSURED
PERSON**

Means any person no more 75 years of age to whom the benefits under this Certificate shall apply.

MEDICAL EXPENSES

Means all reasonable costs necessarily incurred outside Kuwait whilst The Insured Person is on a journey, for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

MONEY

Means coins, bank notes, postal and money orders, travel tickets, credit cards, petrol and other coupons.

**PERMANENT TOTAL
DISABLEMENT**

Means disablement, caused other than by loss of limb or eye, which has prevented the Insured Person from engaging in any gainful occupation for at least twelve months and will in all probability entirely prevent the Insured Person from engaging in any gainful occupation whatsoever for the remainder of his life.

PRE-EXISTING ILLNESS

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

RENEWAL DATE

Means the anniversary of the commencement date of the contract in each year.

**TRAVELLING
COMPANION**

Means a person the Insured Person travels with who the Insured Person cannot make the Journey or trip without.

UNATTENDED VEHICLE

Means a motor vehicle which does not contain a driver or passenger.

BENEFITS

SECTION 1 – EMERGENCY MEDICAL EXPENSES

1. A : EMERGENCY MEDICAL EXPENSES

1. A .1 : SCOPE OF COVER

The Underwriters shall indemnify the Insured Person, up to the sum insured specified in the schedule, in respect of emergency medical and pharmaceutical expenses including Ambulance expenses, consequent upon his falling ill or sustaining Injury in the course of the Covered Trip, provided the Illness or Injury is serious enough to warrant hospitalisation or in-patient treatment in the Hospital.

1. A. 2: CONDITIONS (IN ADDITION TO THE GENERAL CONDITIONS)

The Insured Person or his representative should, as soon as possible, notify the Assistance Company of the emergency in order to get the Underwriter's prior approval and follow their advices in all respects. Coverage is applicable for the first 30 days from the date of falling ill or sustaining Injury.

1 .A. 3 : EXCLUSIONS (IN ADDITION TO THE GENERAL EXCLUSIONS)

- a. First KD25 each and every loss, being excess.
- b. Expenses, which are recoverable from any other insurance Certificate or national insurance programme under which the Insured Person is covered.
- c. Expenses incurred after 12 months from the date of the Accident or first manifestation of Illness giving rise to such expenses.
- d. Optical expenses.
- e. Treatment, which in the opinion of the attending doctor or the Assistance Company's / Underwriter's doctor, can be reasonably delayed until the Insured Person's return to his country of domicile.
- f. Treatment that is not confirmed as medically necessary by the attending doctor or the Assistance Company Doctor.
- g. Expenses incurred within the Insured Person's Country of Domicile.
- h. Expenses incurred which are non-medical in nature e.g. food, telephone calls, newspaper and the like.
- i. The cost of continuing regular medication for any condition for which medical advice or treatment was being followed prior to and/or at the time of booking or commencing a trip.
- j. The cost of any non emergency treatment or surgery including exploratory tests which are |not directly related to the illness or injury the Insured Person originally went to the hospital for.
- k. Cosmetic surgery.
- l. Medication which the Insured Person knew he would need while away on the trip.
- m. Cost of treating emotional and/or psychological and/or mental disorders/distress.
- n. Treatment or services provided by a health spa, convalescent or nursing home or any reha bilitation centre.
- o. Any claims arising from any health condition of the Insured Person where such condition has already been the subject of a claim under this insurance in respect of any earlier trip.
- p. Expenses incurred after the first 30 days from the date of falling ill or sustaining Injury

B : EMERGENCY DENTAL TREATMENT

1.B.1 : SCOPE OF COVER

The Underwriters shall indemnify the Insured Person in respect of emergency dental care expenses, reasonably and necessarily incurred during a Covered Trip, with prior approval of the Underwriters up to the Sum Insured specified in the Schedule. This benefit is to be for immediate relief of pain only excluding any routine check ups / procedures.

1.B.2 : CONDITIONS (IN ADDITION TO THE GENERAL CONDITIONS)

The Insured Person or his representative should, as soon as possible, notify the Assistance Company of the emergency in order to get the Underwriter's prior approval and follow their advices in all respects. Coverage is applicable for the first 30 days from the date of falling ill or sustaining Injury.

1 .B. 3: EXCLUSIONS (IN ADDITION TO THE GENERAL EXCLUSIONS)

- a. This section is subject to an excess of KD 25 each and every loss.
- b. Expenses, which are recoverable from any other insurance policy or national insurance programme under which the Insured Person is covered.
- c. Treatment, which in the opinion of the attending doctor or the Assistance Company's doctor, can be reasonably delayed until the Insured Person's return to his Country of Domicile.
- d. Treatment that is not confirmed as medically necessary by the attending doctor or the Assistance Company's Doctor.
- e. Expenses incurred within the Insured Person's Country of Domicile.
- f. Expenses incurred after the first 30 days from the date of falling ill or sustaining Injury.

1.C : EMERGENCY MEDICAL TRANSPORTATION

1.C.1: SCOPE OF COVER

The Underwriters shall, consequent to an emergency illness or an accident during the Covered Trip and subject to the conditions specified herein, undertake to arrange and bear the cost of transportation of the Insured Person to:

- a. A Hospital, better equipped to treat the case (or)
- b. A Hospital closer to the Insured Person's country of domicile.

1.C.2 : CONDITIONS (IN ADDITION TO THE GENERAL CONDITIONS)

- a. The Insured Person or his representative has obtained prior approval from the Assistance Company. Coverage is applicable for the first 30 days from the date of falling ill or sustaining Injury.

1.D : REPATRIATION OF OTHER INSURED PERSONS

1.D.1 : SCOPE OF COVER

The Underwriters shall, in the event of the Insured Person's emergency medical transportation and subject to prior approval through the Assistance Company, reimburse the cost reasonably and necessarily incurred in the simultaneous transportation of the other Insured Persons accompanying the ailing Insured Person provided that:

- a. The Underwriters shall be liable to pay only if the accompanying persons are unable to return to their country of domicile by the initially chosen means of transportation.
- b. The maximum liability of the Underwriters shall be the cost of economy class ticket by scheduled Air Transport.
- c. The accompanying Insured Person returns the ticket or refund thereon.

1.E : BURIAL OR CREMATION ABROAD OR REPATRIATION OF BODY

1.E.1 : SCOPE OF COVER

The Underwriters shall, in the case of the death of an Insured Person during a Covered Trip, subject to prior approval from the Assistance Company, agree to payment of costs relating to Burial or cremation at the place of death or including the transportation of the mortal remains to the country of domicile.

The Underwriters shall also pay for the cost of post-mortem treatment, if any, of preparation of the body and of the coffin essential for the transport thereof.

1.F : EMERGENCY TRAVEL OF CLOSE RELATIVE

1.F.1 : SCOPE OF COVER

The Underwriters shall, in the case of the sudden and unforeseen illness or injury of the Insured Person, necessitating his hospitalisation, subject to prior approval from the Assistance Company, pay the cost of an economy class airfare and hotel accommodation costs as per the limits set out in Schedule enabling a close relative to travel to his bedside:

- a. The Insured Person or his representative has obtained prior approval from the Assistance Company and
- b. The hospitalisation is for a minimum period of 7 days and
- c. The injury or illness does not justify or precludes his immediate repatriation.

The Underwriters shall likewise pay the above benefit in case the sudden illness or injury leads to the death of the Insured Person.

SECTION 2 - TRAVEL INCONVENIENCE

2.A: TRIP CANCELLATION AND CURTAILMENT

2.A.1: SCOPE OF COVER

The Underwriters shall indemnify the Insured Person in respect of unused portion of prepaid travel and accommodation expenses and other pre paid charges, as included in the Covered Trip directly and necessarily incurred due to Cancellation, Curtailment or Rearrangement of any part of the original journey arising out of:

1. The Insured Person or his travelling companion or any person he was going to stay with, or his Close Relative living in the country of domicile, or his Immediate Relative else where in the world or the person he is engaged to, is seriously injured, falls seriously ill, quarantined or dies during the operative time of cover.
2. The Insured Person or his Travelling Companion is called for jury service or as a witness in a court of law.

3. The Insured Person or his legal spouse is made redundant. This cover however does not apply to self-employed people.
4. The Insured Person's home is very badly damaged by fire, storm or flood and/ or the police need to talk to him because his home or place of work has been burgled

2.A.2: CONDITIONS (IN ADDITION TO THE GENERAL CONDITIONS)

- a. The Insured Person must obtain a medical certificate from a Medical Practitioner and prior approval from the Assistance Company to confirm the necessity to return Home in case the curtailment is necessitated due to medical reasons.
- b. In the event of the Insured Person cancelling the trip due to a medical condition, he must obtain a medical certificate from a Medical Practitioner stating that this necessarily and reasonably prevented him from travelling.
- c. The Insured Person shall immediately notify his Travel Agent, Tour Operator or provider of transport/ accommodation in the event of a cancellation/ curtailment, failing which the Underwriter's liability shall be restricted to the cancellation charges that would have applied had the failure not occurred.

2.A.3: EXCLUSIONS (IN ADDITION TO THE GENERAL EXCLUSIONS)

- a. Any Cancellation, curtailment or rearrangement of a trip booked against medical advice including any claims arising from the Insured Person's failure to comply with normal/ reasonable precautions regarding their Health.
- b. Any claim arising directly or indirectly from Government regulation or Acts, delay or amendment of the itinerary, or failure in provision of any part of the Trip by the provider of any service forming part of the trip including that of the travel agent or Tour Operator who booked the trip.
- c. Failure to obtain the required travel documents including Visa and passport.
- d. Circumstances known to the Insured Person while booking the trip, which could have been expected to cause a cancellation or curtailment.
- e. Expenses incurred which would have been recoverable from any other source including other Insurance policies.
- f. Airport Departure Duty
- g. The first KD15 (excess) of each and every claim per incident for each Insured Person.

2.B : FLIGHT CANCELLATION AND DELAY

2.B.1 : SCOPE OF COVER

The Underwriters shall compensate the Insured Person with a cash benefit in accordance with the sub clauses (a) hereunder in the event of delay in departure or cancellation of the flight or sea vessel, exceeding 12 hours, caused by or arising out of industrial action, adverse weather conditions, mechanical breakdown or derangement of the aircraft or sea vessel or the grounding of the aircraft as a result of mechanical or structural defect.

- a. KD15 for the first completed 12 hr delay and KD 15 for each completed 8 hr delay there after up to a maximum provided in the Schedule to the Certificate.

2.B.2 : CONDITIONS (IN ADDITION TO THE GENERAL CONDITIONS)

- a. The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the travel itinerary.
- b. The Insured Person should have checked-in according to the itinerary given to him or her by the tour operator or carrier and should have obtained written confirmation from the airline or shipping line or their handling agents stating the reason and period of delay.
- c. The Insured Person is entitled to claim under sub clause 2.b.1.(a) or 2.b.1.(b), not both.

2.B.3 : EXCLUSIONS (IN ADDITION TO THE GENERAL EXCLUSIONS)

Any claim arising from:

- a. Insured Person's Failure to comply with the terms and conditions of contract of the Travel Agent, Tour Operator or Provider of Transport.
- b. Strike or Industrial action or air traffic control delay existing or publicly announced by the date of purchasing the travel insurance.
- c. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or any similar body in any country.
- d. Withdrawal from service due to Bankruptcy / Insolvency.

SECTION 3 – PERSONAL ACCIDENT

3.1 : SCOPE OF COVER

The Underwriters shall pay the Sum Insured for this Section stated in the Schedule of the Certificate if in the course of the Covered Trip, the Insured Person sustains Injury arising out of an accident which solely and independently of any other cause within 12 calendar months of the date of the Accident, results in the Insured Person suffering

- i. Death; or
- ii. Dismemberment ;or
- iii. Permanent Total Disablement ; or
- iv. Permanent and irrecoverable loss of Sight in one or both eyes.

3.2 : EXCLUSIONS (IN ADDITION TO GENERAL EXCLUSIONS)

The benefits under this Section of this Certificate shall not be paid under more than one of the benefit(s) i. to iv. mentioned within the scope of cover for each Insured Person per accident.

SECTION 4 – DELAYED PERSONAL BAGGAGE

4.1 : SCOPE OF COVER

In the event of the Insured Person being temporarily deprived of his Checked-in Baggage during a Covered Trip for a period in excess of 12 hours, the Underwriters shall, subject to the Sum Insured specified in the Schedule of this Certificate, indemnify the Insured Person in respect of such delayed baggage for the purchase of immediately necessary and reasonable items as may required by the Insured Person.

4.2 : CONDITIONS (IN ADDITION TO THE GENERAL CONDITIONS)

- a. The Insured Person must obtain written confirmation from the carriers or their agents of the reasons for delay before a claim is considered under this Section of the Certificate.
- b. Claims settled under this section would be deducted from the final claim settlement should the items prove to be permanently lost and paid under the lost Baggage Benefit under Section 5.

4.3 : EXCLUSIONS (IN ADDITION TO GENERAL EXCLUSIONS)

- a. Claims unaccompanied by the Carriers Property Irregularity Report.
- b. Expenses incurred which would have been recoverable from any other source including other Insurance policies.
- c. The delay due to investigations by Customs and similar Authorities.

SECTION 5 – LOSS OF BAGGAGE / MONEY

5.A : PERSONAL BAGGAGE SCOPE OF COVER

In the event of an Insured Person suffering an accidental loss of or damage to Baggage on the Covered Trip, the Underwriters shall indemnify the Insured Person in respect of such loss or damage up to the Sum Insured specified in the Schedule of this Certificate, subject however to the sub limits specified hereunder:

PERSONAL BAGGAGE LIMITS:

Limit: KD850

Including

For any one bag / item / pair / set: KD85

5.B : LOSS OF MONEY SCOPE OF COVER:

In the event of an Insured Person suffering an accidental loss of or damage to Money on the Covered Trip, the Underwriters shall indemnify the Insured Person in respect of such loss or damage up to the Sum Insured specified in the Schedule of this Certificate, subject however to the sub limits specified hereunder:

LOSS OF MONEY LIMITS:

Limit: KD100

Children under 16: KD 30

Loss of passport: KD 60

5.C : CONDITIONS (IN ADDITION TO THE GENERAL CONDITIONS)

- a. If the baggage is lost, stolen or damaged while in the care of an Air / Sea carrier, transport undertaking, hotel, the Insured Person shall report to them, in writing, details of the loss, theft or damage and obtain written confirmation.
- b. If property is lost, stolen or damaged whilst in the care of an airline, the Insured Person must:
 1. Obtain a Property Irregularity Report
 2. Give formal written notice of the claim to the airline within the limit contained in their conditions of carriage and retain a copy.
 3. Retain all travel tickets and tags for submission if a claim is to be made under the Certificate.
 4. Retain the Receipts for items lost, stolen or damaged.
- c. If property is lost, stolen or damaged whilst outside the care of an Air / Sea carrier, transport undertaking or hotel, the local police should be notified immediately (within 24 hours) and a written report of the loss, theft or attempted theft of the baggage obtained.
- d. While not being carried by the Insured Person, passport, Money, jewellery and valuables must be kept in a safe or safety deposit box if one is available within the accommodation occupied by the Insured Person, otherwise reasonable precautions must at all times be taken to ensure the safety and supervision of the baggage.

5.D : EXCLUSIONS (IN ADDITION TO GENERAL EXCLUSIONS)

The Underwriters shall not be liable for claims arising from the following:

- a. Baggage delayed, detained or confiscated by Customs or officials of any local authority/body.

- b. Unset precious stones, contact or corneal lenses, hearing aids, spectacles, sunglasses and dental or medical fittings, musical instruments, deeds, manuscripts, securities, perishables, bicycles and winter sports equipments.
- c. 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.
- d. Business goods, samples, tools of trade, motor accessories and other items used in connection with the Insured Person's employment or occupation.
- e. More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set.
- f. Devaluation of currency or shortages due to errors or omissions during monetary transaction.
- g. Any expenses incurred which would have been recoverable from any other source, including insurance policies.
- h. Baggage left in an Unattended in Vehicle unless secured in a locked boot.
- i. Valuables not in possession of the Insured Person unless deposited in a hotel safe, safety deposit box or left in the Insured Person's locked accommodation.
- j. Breakage of sports equipment in use or loss of or damage to pedal cycles or hired equipment.
- k. First KD 15 being excess.
- l. Passport Renewal Costs.
- m. Loss or damage due to :-
 - moths, vermin, wear and tear, atmospheric or climatic condition or gradual deterioration.
 - Mechanical or electrical failure
 - Any process of cleaning, repairing, restoring or alteration
- n. Traveller cheques

SECTION 6 – PERSONAL LIABILITY

6.1 : SCOPE OF COVER

The Underwriters shall indemnify the Insured Person, up to the sum specified in the Schedule, for any money that he legally has to pay, relating to an accident during the Period of Insurance that causes:

- a. death or injury to any person; or
- b. loss of or damage to property.

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

6.2 : CONDITIONS (IN ADDITION TO THE GENERAL CONDITIONS)

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

6.3 : EXCLUSIONS (IN ADDITION TO THE GENERAL EXCLUSIONS)

The Underwriters shall not be liable for compensation or legal costs arising from:

- a. Death or injury of people who work for the Insured Person or members of his household.
- b. Loss of or damage to property which belongs to or is under the control of the Insured Person, a member of his household or his employee or his Travelling Companion.
- c. The Insured Person's job or profession.
- d. The Insured Person owning or occupying any land or building except any temporary holiday accommodation.
- e. Liability assumed by the Insured Person under agreement unless the liability would have attached in the absence of such an agreement.
- f. The transmission of any communicable disease or virus.
- g. The first KD 75 being excess, each and every claim.
- h. The Insured Person owning or using:
 - animals (except domestic animals);
 - firearms (except sporting guns);
 - motorised vehicles;
 - vessels (except manually-propelled watercrafts) or;
 - aircraft of any description.

SECTION 7 – LEGAL ASSISTANCE

7.1 : SCOPE OF COVER

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

7.2 : CONDITIONS (IN ADDITION TO THE GENERAL CONDITIONS)

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

SECTION 8 – ADVANCE OF BAIL BOND

8.1 : SCOPE OF COVER

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

8.2 : CONDITIONS (IN ADDITION TO THE GENERAL CONDITIONS)

The Insured Person shall refund the advance made:

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

GENERAL EXCLUSIONS

APPLICABLE TO ALL THE SECTIONS UNDER THE CERTIFICATE

The Underwriters shall not be liable under this Certificate for claims arising directly or indirectly from:

1. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
2. Loss or expense arising out of pressure waves caused by aircraft and other flying machine travelling at sonic or supersonic speeds;
3. Pregnancy or childbirth if the baby is due during the Covered Trip or within 12 weeks of the end of the Covered Trip;
4. Fines, Penalties, Punitive Damages
5. Pursuit of winter sports and/ or water sports as per the definitions unless specifically stated as covered in the schedule, but in any case, excluding the professional practice of these activities in competition.
6. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations thereof;
7. Willful self-injury, suicide, attempted suicide, psychiatric disorders, deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act;
8. The treatment of alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner, nor from taking drugs prescribed for the treatment of drug abuse; any anxiety or depression;
9. The Insured Person engaging in flying of any kind other than as a passenger;
10. Undertaking any form of hazardous work in connection with any business, trade or profession, racing, motor rallies and competitions, professional sports, mountaineering (reasonably requiring the use of ropes or guides), base jumping, bungee jumping, jet skiing, shark diving, underwater activities, pot holing, ski- diving, bob sleigh/ skeletons, bobbing, off piste skiing, free style skiing, heli skiing, ski acrobatics, ski flying, ski jumping, glacier skiing, ski stunting, snow carting or skiing against local authorities/government warning or advice.
11. Boxing, fencing, 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.
12. Insured Person taking part in expeditions or being a crewmember on a vessel travelling from one country to another;
13. Consequential losses of any kind.

14. No claim / compensation is payable whatsoever, if the same is recoverable / recovered from any source either from insurance company or third party .
15. Journey periods exceeding 30 / 90 days per single trip as per policy period mentioned in the policy schedule.
16. The excess specified in the Schedule of this Certificate as applicable to the relevant sections.
17. An illegal act or an attempt to commit one.
18. The incident which may give rise to a claim not being notified to the Underwriters within 31 days of the end of the trip.
19. Engaging in active services in the Armed Forces of any Nation.
20. Journey undertaken against a currently qualified medical practitioner's advice.
21. Competing in or practising for speed or time trials, sprints or racing of any kind;
22. A trip from which the Insured Person is not booked to return within the insured period
23. Pre-existing conditions of any kind.
24. Any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;
 - a. War, hostilities or warlike operations (whether war be declared or not).
 - b. Invasion
 - c. Act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs
 - d. Civil War
 - e. Riot
 - f. Rebellion
 - g. Insurrection
 - h. Revolution
 - i. Overthrow of the legally constituted government
 - j. Civil commotion assuming the proportions of, or amounting to, an uprising
 - k. Military or usurped power
 - l. Explosions of war weapons
 - m. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined
 - n. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not
 - o. Terrorist activity, unless bought back as an extension and stated so in the schedule to the Certificate.

For the purpose of this exclusion;

- (i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the

threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

- (ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- (iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- (iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (a) to (o) above.

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

HEALTH DECLARATION AND CONDITIONS

All the Insured Persons including the persons on the well being of whom the intended trip may depend are deemed to be in good health. It is further declared that no trip shall be covered under the Certificate in case:

- a. The Insured Person or any one upon whom the trip plan depends:
 - Has a pre existing illness or condition.
 - Has received a terminal prognosis
 - Is on a waiting list for or have the knowledge of the need for, in patient treatment at a medical facility.
 - Is expected to give birth during or within 12 weeks of the end of trip.
- b. The Insured Person is travelling with the intention of obtaining medical advice outside the country of domicile.
- c. The Insured Person is aware of any circumstances that could reasonably be expected to give rise to a claim on this Certificate.

Any one upon whom the trip plan depends is defined as; (i) the Close Relative of the Insured Person or (ii) Travelling Companion or (iii) any one with w

GENERAL CONDITIONS

APPLICABLE TO ALL THE SECTIONS UNDER THE CERTIFICATE

1. NOTIFICATION

On the happening of any event likely to give rise to a claim under this Certificate, notice thereof shall be given by the Insured Person or his representative in accordance with the claim provisions and procedures specified.

2. FRAUD

Any fraud, concealment or deliberate mis-statement by an Insured Person, either in the proposal on which this Certificate is based or in relation to any other matter affecting this Certificate or in connection with the making of any claim hereunder shall render this Certificate null and void.

3. JURISDICTION

This Certificate is issued subject to and shall be governed by the laws of Kuwait and the Kuwait courts alone shall have jurisdiction in any dispute.

4. TERMINATION

- a. The Insured Person is entitled to cancel within 14 days from the date of issue in case he is not satisfied with the terms and conditions stipulated therein. Provided that no travel has been undertaken and/ or no claim has been made, the Underwriters shall refund the premium after retaining 10% of the same or KD15 whichever is more, towards administration expenses. The Underwriters may also cancel the Certificate, without assigning any reason whatsoever, by writing to the last known address of the Insured Person by recorded delivery, giving 14 days notice.
- b. This Certificate (if it is an annual Certificate) may be terminated by Underwriters or the Insured Person at any Date by giving not less than 30 days prior written notice to the other party.
- c. In the event of termination both parties shall be relieved of all future liabilities as at the date of termination without prejudice to any pre-existing obligations in respect of which liabilities have been incurred but may not have been notified.

5. LIMITATIONS

- a. Underwriters cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control, including, but not limited to, flight conditions or where local laws or regulatory agencies prohibit the Underwriters from rendering such services.
- b. The Insured Person expressly acknowledges and agrees that Underwriters may utilise the services of third parties who are not employees of Underwriters and that Underwriters may have a limited ability to control and monitor the actions of such parties during the performance of services. Underwriters utilises prudent professional criteria in the selection of its correspondents and contractors but shall not be liable for their acts or omissions.
- c. The Underwriters reserves the right to limit to one emergency evacuation and/or repatriation attributable to any single medical condition of an Insured Person.

6. SUBROGATION

- a. Underwriters shall be subrogated up to the full cost of services it has provided to the rights and causes of action of the Insured Person to any party responsible for acts giving rise to Bodily Injury or Illness for which Underwriters have rendered services.
- b. The Underwriters may at any time at their own expense and without prejudice to this Certificate take proceedings in the name of the Insured Person to obtain compensation or secure an indemnity from any third party in respect of any loss or injury giving rise to the provision of services under this Certificate.

7. ASSIGNMENT

This Certificate and the rights and obligations of each party hereto respectively shall not be assigned by any party to any other without the prior consent in writing by either party, which consent shall not be unreasonably withheld.

8. DUAL INSURANCE

Unless specified to the contrary under the relevant section (s) of the Certificate, in the event of another insurance cover/policy being available, covering the same loss, damage or expense, the Underwriters shall not be liable for more than its proportional share.

GENERAL PROVISIONS

APPLICABLE TO ALL THE SECTIONS UNDER THE CERTIFICATE

1. The insurance on a trip shall not be effected if the Insured Person is not in good health or any of the conditions referred within the 'Health Declaration and Conditions' is prevailing at the time of booking the trip.
2. The Insured Persons must take reasonable care to prevent loss, damage, accident, bodily injury or illness.
3. All words appearing in the gender of one sex shall be taken to include both sexes.
4. The Schedule forms part of this Certificate and the expression "this Certificate" or "Certificate" wherever used in this contract shall read as including the Schedule and any attached Sections, Specifications, Conditions, Provisions, Limitations, Terms, Endorsements or Exclusions
5. In the event that the Underwriters incur any cost and/or expense not insured under this Certificate on the Insured Person's behalf, the Insured Person shall reimburse such costs and expenses to the Underwriters.
6. The due observance and fulfillment of the terms, provisions, conditions, limitations of this Certificate in so far as they relate to anything to be done or compiled with by the Insured and the disclosure of all material facts shall be condition precedent to any liability of the Underwriters under this Certificate. If the circumstances in which the insurance contract was entered into are materially altered without the written consent of the Underwriters, the Certificate shall become null and void.
7. No third party has authority to change this Certificate or waive any of its terms and conditions.
8. Neither party to this Certificate shall have any right or authority to create any obligation, warranty, representation, or responsibility, expressed or implied, on behalf of the other party, to bind the other party in any manner whatsoever, in so far as any other party is

- concerned, outside of the terms, conditions and stipulations of this Certificate.
9. All notices made under this Certificate may be served or sent by first class post or facsimile or electronic mail to the last known address (or email address) or facsimile number of the Insured and Underwriters as set out in the attached schedule. Letters mailed by registered mail, shall be deemed to be served at the expiry of 72 hours after the time of posting. The electronic mail shall be deemed to be served on receipt of the confirmation from the sender's server.
 10. Failure at any time during the term of this Certificate of either party hereunder to enforce any provision of this Certificate shall not constitute a waiver of such provision nor prejudice the right of either party to enforce such provision at any subsequent time.
 11. The parties hereto acknowledge and agree that the terms of this Certificate constitute the entire terms between them and no amendment to or modification of this Certificate shall be effective for any purpose unless the same shall be confirmed in writing by the parties hereto but any such amendment to or modification of this Certificate shall not be construed as a waiver of any subsequent breach, whether of the same or different provisions.
 12. In this Certificate headings are used for reference only and do not affect the construction or meaning of the Certificate.
 13. References to schedules are references to the schedules to this Certificate and references to clauses or sub-clauses are, unless otherwise stated, references to clauses or sub-clauses of this Certificate.

CLAIM PROVISIONS AND PROCEDURES

HOW TO MAKE A CLAIM

EMERGENCY SITUATIONS:

If there are any circumstances that may call for an immediate assistance or emergency claim under this Certificate the Insured Person or his representative must as soon as practicable notify the Assistance Underwriters at any of their alarm/ call centres.

The contact details of **One Assist**, the company who will be handling the Emergency Assistance and claims

ACE Assistance
Call: +44 1243 621 164
email: Cega.Assistance@cegagroup.com

The circumstances likely to call for an emergency and immediate notification to the Assistance Company include:

- a. Urgent medical treatment
- b. Urgent Dental Care
- c. Emergency Medical Transportation
- d. Repatriation of other Insured Person(s)
- e. Repatriation of mortal remains
- f. Visit of a close relative
- g. Personal Liability
- h. Legal Assistance
- i. Bail Bond Advance

The information to be furnished to the Assistance Company while seeking assistance includes:

- a. The first name and family name of the Insured Person.
- b. Name of the Insurance Company (Enaya Insurance Company),
- c. Certificate number and period of insurance.
- d. The entry date in the visiting country.
- e. Contact details (name, telephone number and address) of the Medical Centre to which the Insured Person has been admitted.
- f. The name and address of the doctor in charge of the Insured Person.
- g. Details of the problems encountered and the assistance needed.

The medical expert appointed by the Underwriters will have free access to the Insured Person and his medical file to assess the validity of the claim.

In the event of medical transfer or repatriation, the means of transportation shall be as chosen by the Assistance Company.

In case of any medical emergency requiring immediate hospitalisation, the Insured Person or his representative shall notify the Assistance Company within 48 hours failing which his claim will be prejudiced.

Non Emergency Situations:

The following are the procedures recommended in the event of claims which are not in need of an immediate assistance or action:

- a. The Insured Person should contact the Company at the following address:

Enaya Insurance Company

Mailing address : PO Box 5859, Safat 13059, KUWAIT

Located at : 15th Floor, Al Arabiya Towers (next to Al Gas Tower),
Ahmed Al Jaber Street, Sharq, KUWAIT

Phone : +965 1822200 Ext 6006

Fascimile: +965 2226 7471

Email : insure@enaya.com

giving brief details of such circumstances and Certificate number when a claim form shall be sent to the Insured Person or his representative which is to be returned together with all receipts, reports and evidence requested on the claim form.

- b. The Insured Person must retain the property which is damaged and at his own cost,

- arrange to send it to the Underwriters, if requested to do so.
- c. The Insured Person shall at their own expense furnish to the Underwriters such certificates, information and evidence as the Underwriters may from time to time reasonably require, in the form and of the nature prescribed by the Underwriters. The Underwriters shall be allowed at their own expense and upon reasonable notice to the Insured Person to arrange a medical examination of the Insured Person from time to time, or in the case of death, upon reasonable notice to the Insured Person's legal representatives, to have a post-mortem examination of the body.
 - d. In case the Underwriters require the Insured Person to undergo a medical examination or ask for a post mortem report, the cost for such examination or report shall be borne by the Underwriters.
 - e. Salvage on any damaged property, post payment of a claim on it, belongs to the Underwriters.
 - f. The Underwriters reserves the right to refuse to pay for a claim for which the Insured Person is unable to provide any receipts or bills.

COMPLAINTS PROCEDURE:

In respect of general matters or in respect of insurance claims:

The General Manager,
Enaya Insurance company
PO Box 5859, Safat 13059, Kuwait
Email: insure@enaya.com