

TRAVEL Adventure
Assurance

**Master Policy Number:
UIC-07-B2Ba-109-18-01**

Underwritten by



INTRODUCTION

This Policy Wording applies in accordance to the plan You have purchased. It contains details of the coverage, conditions, restrictions and exclusions and shall form the basis on the Policy. Please read the Policy Wording carefully to understand the coverage and applicable sections based on the plan purchased to ensure that the same suits Your requirements and needs best.

1. Your travel insurance Policy

- 1.1. This travel insurance provides coverage for specified events that occur during and in connection with **Your Trip**.
2. **You** are covered up to a maximum of thirty (30) days (the start and end dates are set out in **Your Certificate of Insurance**). All **Trips** must begin and end in the **Country of Issuance**. **You** must purchase this travel insurance before **You** travel out of **Country of Departure**. *If **You** purchase this travel insurance after **You** arrive in the **Country of Issuance**, **You** will be covered for a maximum duration of seven (7) days only. A valid system generated adventure activity voucher with date and time stamp is mandatory in case of any claims.*
- 1.3. If **You** are travelling one way, the coverage will cease after three (3) days following the start date mentioned on **Your Certificate of Insurance**.
- 1.4. **24-hour Emergency Medical Assistance** - Please let **Us** know immediately about any serious **Illness** or injury that happens abroad where **You** have to go to a hospital to seek medical treatment or **You** may have to return **Home** early or extend **Your** stay due to such incident. If **You** are unable to inform **Us** immediately because of a life threatening condition, **You** should contact **Us** as soon as **You** are able to. **You** must also inform **Us** if **Your** medical expenses exceed US\$250 (USD Two Hundred and Fifty only). If **You** are claiming for a minor **Illness** or injury, **You** should, where possible, pay the costs and claim for reimbursement of the money from **Us** when **You** return. **You** can call **Us** 24-hours a day, three hundred and sixty five (365) days a year or email **Us** as below: -

Middle East: +97144203920

Indian Subcontinent: +911244688488

Europe / North Africa: +441786310605

US & Canada: +17864727700

Email: travelassurance@tuneprotect.com

3. Premiums and Payments

- 2.1. Once premiums are paid, this **Policy** cannot be cancelled and premiums paid are not refundable.
- 2.2. **Confirmation of payment** - We will contact the hospitals or doctors abroad and provide a guarantee to pay their fees, provided **Your** claim falls within the scope and coverage of this **Policy**.

4. Law

- 3.1. This contract will be governed by the law and regulations of the **Country of Issuance** as stated in the **Certificate of Insurance**.

3.2 The **Company** issuing the insurance **Policy** may vary from one country to another country. For full details of the issuing insurance **Company** please refer to **Your** insurance certificate.

5. Contact Us

4.1 For **Claims** and **Enquiries**, **We** are happy to assist **You** at:

UAE	Indian Subcontinent	Europe / North Africa	US & Canada
Union Insurance Company P.S.C, 12th Floor & 13th Floor, Single Business Tower, P.O. Box 119227, Dubai UAE	Asia Medical Assistance Pvt. Ltd. C/o Private Hospital complex DLF City,Phase-2,M.G. Road, Gurgaon - 122002,Haryana, India	AMA Assistance GmbH Vienna Le Palais Herrengasse 1-3, 2nd floor 1010 Wien, Austria	AMA GLOBAL ASSISTANCE USA 667 Madison Avenue, 5th floor, New York City, NY 10065
Telephone: +97143619210	Telephone: +911244688488	Telephone: +441786310605	Telephone: +17864727700
Email: travelassurance@tuneprotect.com			
<u>Assistance Company:</u> AMA GLOBAL UAE Level 41, Emirates Towers Sheikh Zayed Road, Dubai, UAE P.O Box 31303		<u>Company:</u> Union Insurance Company P.S.C, 12th Floor & 13th Floor, Single Business Tower Bay, P.O. Box :119227, Dubai UAE	

4.2 **You** can contact **Us** at any time for assistance. Please provide **Us** all relevant information and **Our** experienced co-ordinators will assist **You** accordingly. Please make sure **You** have details of **Your Policy** before **You** contact **Us** to ensure that **We** can assist **You** effectively.

GENERAL INFORMATION

1 Contract of Travel Insurance

This **Policy** Terms and Conditions together with the **Certificate of Insurance** form the basis of **Your** contract of insurance. It contains certain conditions and exclusions in each section and general conditions and exclusions applying to all the sections. **You** must meet these conditions or **We** may not accept **Your** claim. **The Policy, once purchased, cannot be cancelled and there shall be no refund applicable.**

2 Eligible Persons

All **Non-Resident** individuals aged from two (2) to seventy five (75) years at the **First Date** of the **Scheduled Flight** and the applicable premiums had been fully paid.

3 Health

Your insurance contains conditions that relates to **Your** health and the health of other related persons who may not be traveling with **You** but whose medical information may be of importance to **Us**. **We** also do not cover medical problems that **You** or **Your** related persons have or had before the commencement of this coverage.

4 Rejection of Claim

If a **Theft** occurs resulting in the claim as a result from **Your** carelessness, **We** shall not pay **Your** claim.

5 Excess

There are sections in this insurance Policy where **You** are required to pay the first part of any claim ("**Excess**"). This **Excess** amount is shown in the **Certificate of Insurance** under each applicable section.

6 No Liability/Restriction

We are not liable to make any payment for any liability under any **Schedule of Benefits** in this **Policy** or make any payment under any extension for any loss or claim arising in, or where **You** or any of **Your** beneficiary under the **Policy** is a citizen or instrumentality of the government of, any country against which any laws and/or regulations governing this **Policy** and/or **Us**, its parent **Company** or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting **Us** to provide insurance coverage transacting business with or otherwise offering economic benefits to **You** or any other beneficiary under the **Policy**. It is further understood and agreed that no benefits of payments will be made to any beneficiary who is or are declared unable to receive economic benefits under the laws and/or regulations governing this **Policy** and/or **Us**.

7. More information?

If **You** have any questions about this **Policy** or **You** would require more information, please email **Us** at travelassurance@tuneprotect.com. **We** are committed to respond to **Your** enquiry as soon as possible.

8. Data Disclosure

By executing this application or by entering into this Certificate of Insurance, the **Insured Person** consents to the **Company** processing data relating to the **Insured Person** for providing insurance products and services, legal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to the **Insured Person**.

The **Insured Person** consents to the **Company** making such information available to the authorised third parties including but not limited to any group of **Company**, those who provide products or services to the Insurer or any group of **Company**, and regulatory authorities, within and outside the **Insured Person's** country of domicile.

Policy Terms & Conditions

This insurance plan is offered exclusively to the customers of Union Insurance Company via <http://b2b.tune2protect.com> (hereinafter referred to as the “*Insured Persons, You, Your*”).

General Definitions & Interpretations Applicable to Entire Policy

In this Policy, further to the definitions and interpretations found under the respective parts, the following words and expressions shall have the following meanings: -

Accident / Accidental	means a sudden and unforeseen event caused by something external and visible, which results in physical Bodily Injury , leading to total and permanent loss of sight, total and permanent loss of use of a limb or permanent disablement or death, within a year of the incident.
Adventure(s) Activities	refers to all forms of martial arts (not limited to boxing, wrestling, karate and the likes), aerobatics flying, sky surfing, wing suit flying, base jumping, cliff jumping, cliff diving and/or coastering. Expedition to generally inaccessible and remote areas of a country or areas previously unexplored, American football, all forms of rugby, aussie rules and the likes, heli-skiing, rock or snow or ice or alpine climbing performed solo, freestyle or climb without ropes and all forms of solo climbs, sailing

	or yachting offshore and any organized sporting holiday and any other activities that require a degree of skill and involves exposure to risk.
Air Ticket	refers to any air ticket(s) issued in Your name by an Airline for a journey as mentioned in the itinerary (the electronic acknowledgement generated upon an internet purchase).
Airline	means any Airline operated under a license for the regular transportation of fare-paying passengers over fixed scheduled flying routes between established licensed commercial airports.
Airline Authority	means government authority in a country that oversees the approval and regulation of civil aviation.
Certificate of Insurance	means a certificate which is issued by Us to You after payment of the applicable premium has been made and received by Us .
Chartered Flights	means air conveyance organized by the travel agent for travel on regular and published routes for a period of one (1) month or more and is licensed by the government authority having jurisdiction for scheduled transportation of individuals who travel as fare paying passengers.

Common Carrier	refers to any registered operator, who is licensed with the local government and provides regular scheduled transportation services for individuals who travel as fare paying passengers in vehicles as listed below: airport limousine, bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train.
Country of Departure	refers to the country where the Insured Person boarded the first flight towards the Country of Arrival.
Geographical Area	a) Coverage is limited to that within the geographical limits of Countries of Arrival provided the period is still within the Policy period stated on Your Travel Insurance Certificate. b) Travel Inconvenience Benefits coverage is limited only to any airlines or Common Carrier registered in your travel itinerary within the geographical limits of Countries of Arrival .
Country of Destination	means all Country of Destination serviced by any Airlines or Common Carrier
Country of Arrival	refers to country where the Insured Person's Scheduled Flight is destined to depart to.
Country of Origin	refers to country where your Trip originates.
Customary Charges	means an expense which is charged for medical/hospital

	treatment, supplies or services medically necessary to treat the Insured Person's condition; it should not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense incurred; and should not include charges that would not have been made if no insurance was procured.
Departure Point	refers to the airport where Your journey from Your Home country to Your destination begins and where the final part of Your journey back to Your Home country begins.
Epidemic	means a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region. For example, SARS/ Swine Flu (H1N1) / Bird Flu
Excess	means the deduction We will make from the amount otherwise payable under this Policy for each Insured Person , for each section, for each claim incident.
First Departure Date	refers to the date of departure shown on Insured Person's travel itinerary.
Home	means Your usual place of residence in United Arab Emirates .
Pandemic	means an outbreak of infectious disease, which meets the following criteria set by World Health Organisation (WHO, that spreads through population

	<p>across a large region or worldwide.</p> <p>(i) Emergence of a disease new to a population.</p> <p>(ii) Agents infect humans, causing serious Illness.</p> <p>(iii) Agents spread easily and sustainably among humans.</p>
Partner	refers to a person whom You have lived with for six (6) months or more, unless accepted by Us in writing, who is either Your spouse, common law spouse, civil partner, boyfriend or girlfriend.
Permanent Total Disablement	means a disability which prevents You from working in any and every job and which persists continuously for at least twelve (12) months from the date of occurrence. And, at the end of those twelve (12) months, is in our medical advisor's opinion, such conditions are not going to improve.
Personal Belongings and Baggage	means each of Your suitcases, trunks and similar containers (including their contents) and articles worn or carried by You (including Your Valuables).
Policy	means this document including the Schedule of Benefits
Physician	a legally licensed practitioner acting within the scope of his/her license practicing medicine, and concerned with maintaining or restoring human health through the study, diagnosis, and treatment of disease and

	<p>injury. The attending physician must not be:</p> <p>(a) You and/or</p> <p>(b) Your Relative.</p>
Pre-existing Medical Condition	refers to a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a <u>two (2)</u> years period preceding the Policy effective date, or a condition for which hospitalization or surgery was required within a <u>five (5)</u> years period preceding the Policy effective date.
Relative	means husband, wife, partner, grandparent, grandchild, parent, parent-in-law, brother, sister, son, daughter, fiancé or fiancée.
Resident	refers to a person who has their main Home in United Arab Emirates and has not spent more than six (6) consecutive months abroad during the year before the Policy was issued.
Scheduled Flight	refers to the commercial flights scheduled by any Airlines and has at all times the requisite and valid licenses or similar authorisations for scheduled air transportation and landing rights for fare paying passengers as issued by the relevant authorities in the country in which it operates, and in accordance with such authorisation, maintain and publish schedules and tariffs for passenger service between named airports.

	Furthermore, scheduled flights shall comply with the ABC World Airways Guide. In addition, departure times, transfers and destination points shall be established by reference to the Insured Person's scheduled flight ticket.
Schedule of Benefits	refers to a summary of the coverage offered according to the term and conditions of the Policy.
Sickness / Illness	means any noticeable change in the physical health of an Insured Person that requires the care of a Physician acting within the scope of his/her license to treat such sickness/illness for which the claim is made, wherein such sickness/illness is not excluded from this Policy .
Trip	refers to Your holiday or journey overseas for the purpose of leisure and / or business. Your trip shall start at the time that You arrived to the Country of Arrival or from the start date shown on Your Certificate of Insurance, whichever is later and end on the date You return to the Country of Origin or at the end of the period shown on Your Certificate of Insurance, whichever is earlier. <u>Note:</u> Any claims incurred after the Trip is not payable. <u>Special Note:</u> Please note that the coverage under this Policy

	expires when You leave the Country of Arrival .
Third Party Assistance / TPA	a third-party company appointed by Us to administer emergency assistance, claims, customer service and any other related assistance.
Valuables	means photographic, audio, video and electrical equipment of any kind (including CDs, MDs, DVDs video and audio tapes), telescopes and binoculars, antiques, jewelry, watches, leather goods, animal skins, silks, precious stones, articles made of or containing gold, silver or platinum.
Professional Sports	refers to any sports engagement by You, where You could earn income or remuneration by participation.
Travel Documents	refers to passport, visa, identification card or driving license which is required during Your Trip.
Theft	refers to permanent loss or damage of belongings where: - there is physical evidence of a break-in of a premise. - the belongings are taken without Your consent.
War	means any war , whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
We, Us, Our, Company	refers to the Company providing the insurance

	coverage as stated in the Certificate of Insurance
You, Your, Insured Person	refers to each insured person as named in the Certificate of Insurance attached to this Policy and have duly paid the required premium.
Hired Equipment	refers to the temporary use of the equipment for an agreed payment from a company that hires the equipment.

**Tune Protect Travel
Adventure Assurance**

Schedule of Benefits

Section	Benefit	Limit of Benefit
1	Accidental Death and Permanent Disablement	USD200,000
2	Accidental and Sickness Medical Reimbursement	Up to USD300,000
3.	Follow up Treatment in Home Country	Up to USD 2,000 (Subject to Accidental & sickness Medical Benefit Limit)
4.	Compensation for Inconvenience Expenses.	Up to USD 250
5.	Emergency Medical Evacuation	Up to USD 250,000 (Subject to Accidental & Sickness Medical Benefit Limit)
6.	Repatriation of Mortal Remains	Up to USD 10,000
7	Loss, theft or damage to equipment (own) Reimbursement for loss, theft or damage to Your own equipment.	Up to USD 1500 (Limited to USD300 per item)
	Loss, theft or damage to equipment (hired) Reimbursement for loss, theft or damage to Your Hired Equipment.	Up to USD80
8	Personal Liability	Up to USD 1,000,000

Excess of USD 100.00 only applicable for Accidental & Sickness Medical Reimbursement Claim.

5% Excess is applicable for all benefits except Accidental and Sickness Medical Reimbursement.

Definitions & Interpretations

Wherever the following words or phrases appear in this Policy, they will always have the meanings shown under them.

SECTION 1 – ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

In the event of an **Accident** happening during the **Trip**, if the **Insured Person** suffers bodily injury which results in his death or disablement, the **Company** will, subject to the exclusions, limitations, provisions and terms of the **Policy**, pay compensation as provided in the Table of Compensation below: -

Table of Compensation		
	Events	Percentage of Amount of Benefit
1	Accidental Death	100%
2	Total and irrecoverable loss of sight of an eye or both eyes	100%
3	Permanent loss of use of one or both limbs	100%
4	Total and irrecoverable loss of sight of one eye and loss of use of one limb	100%

5	Permanent Total Disablement, other than loss of sight or limb	100%
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Provided that: -

- (1) such death or disablement occurs within one hundred and eighty (180) calendar days immediately after the date of **Accident** causing such death or disablement;
- (2) the maximum compensation for which the **Company** shall be liable in respect of one **Insured Person** is one hundred percent (100%) of the Amount of Benefit specified for Personal Accident Benefits as detailed in the Insurance Coverage Plan.

Exposure and Disappearance Extension

When, by reason of an **Accident** covered by this **Policy**, the **Insured Person** is unavoidably exposed to the elements and, as a result of such exposure, suffers death or disablement for which benefit is otherwise payable hereunder, such death or disablement shall be covered under this **Policy**.

If the body of the **Insured Person** has not been found within one (1) year after disappearance, sinking or wrecking of the conveyance in or on which the **Insured Person** was traveling at the time of the **Accident**, it will be presumed that the **Insured Person** suffered death resulting from bodily injury caused by an **Accident** at the time of such disappearance, sinking or wrecking, and the **Company** shall forthwith pay the benefit under this **Policy** provided the person or persons to whom such benefit is paid to shall give an undertaking to refund such sum to the **Company** if the **Insured Person** is subsequently found to be alive.

SECTION 2 - ACCIDENTAL AND SICKNESS MEDICAL REIMBURSEMENT

The **Company** will indemnify the **Insured Person** up to the maximum limit for **Medical Reimbursement** as specified in the **Schedule of Benefits** subject to an Excess of USD One Hundred (USD100.00) only per claim for **Medical Expenses** which are reasonable and **Customary Charges** incurred during a **Trip**.

For **Emergency Medical Conditions**, maximum of 10% sublimit from the total coverage stated in the Schedule of Benefits shall be covered.

In the event of hospitalization, Emergency Travel Assistance, a Medical Emergency Assistance representative appointed by the Company will provide emergency medical assistance during the Trip and may arrange, on a case by case basis, subject to approval from the Company an advance of payment to the hospital subject to:-

In the event of hospitalization, the **Company** will reimburse **Your** stay in normal category room and shall not bear any additional cost for any upgraded room in a hospital.

- (a) initial treatment for an **Accident or Sickness/Illness** must be received during the **Trip**; and all expenses must be incurred within thirty (30) days after the expiry date of the respective Tune Protect Travel Adventure Assurance Certificate of Insurance issued to the Insured Person under this Policy.

Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending Physician for the treatment of the injury/sickness which include the following:-

- (a) the services of a Physician;
- (b) hospital confinement and use of operating room;
- (c) anaesthetic (including administration), X-ray examinations or treatments, and laboratory tests;

- (d) drugs, medicines, and therapeutic services and supplies;

SECTION 3 – FOLLOW UP TREATMENT IN HOME COUNTRY

The maximum sum payable for **Medical Expenses** for follow-up treatment incurred in Home Country must be within thirty (30) days from the expiry date of the respective **Tune Protect Travel Adventure** as specified in the Schedule of Benefits. The amount is a sub-limit of the aggregate total payable benefit amount under the Schedule of Benefits for Medical Reimbursement.

Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending Physician for the treatment of the injury/sickness which include the following:-

- (e) the services of a Physician;
- (f) hospital confinement and use of operating room;
- (g) anaesthetic (including administration), X-ray examinations or treatments, and laboratory tests;
- (h) drugs, medicines, and therapeutic services and supplies;

Special Conditions Applicable to Section 2 and Section 3

The **Company** shall not be liable to pay: -

- (1) costs for medical care except that prescribed by a **Physician** or which is delivered by a recognised hospital;
- (2) any extra costs of having a single or private room or any upgraded room in a hospital or nursing home;
- (3) any cost in relation to **Planned Medical Treatment**
- (4) for any loss which is directly or indirectly, in whole or in part, due to: -
 - (a) Civil or Foreign **War**, whether declared or not;

- (b) The effect of drugs, medication or treatment not prescribed by a **Physician**;
- (c) The influence of alcohol characterised by a blood alcohol level of the **Insured Person** equal to or superior to that fixed by the laws regulating the use of automobiles;
- (d) Suicide, attempted suicide or intentionally self-inflicted injury;
- (e) The **Insured Person's** participation in any competition involving the use of motorised land, water or air vehicle;
- (f) The **Insured Person's** participation in any professional sports;
- (g) The **Insured Person** riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm³.
- (h) The **Insured Person** flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an **Airline** Company or which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes;
- (i) The **Insured Person's** active service in any of the armed forces of any nation;
- (j) The participation or involvement of the **Insured Person** in a criminal act;
- (k) The **Insured Person's** practice or utilization, either as pilot or passenger, of a sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.

- (5) the **Company** shall not be liable for expenses incurred: -
 - (a) for medical care incurred in **Home** country except as provided in the **Medical Expenses** described above;
 - (b) for **Pre-Existing Medical Condition**;
 - (c) for pregnancy and its consequences and its related medical treatments;
 - (d) for mental or emotional disorder;

- (e) for sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
- (f) for cosmetic surgery, apart from reconstructive surgery in consequence of a covered **Accident**;
- (g) for ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury arising from an **Accident covered under this Policy**, wherein such treatment must be medically necessary;
- (h) for care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
- (i) for non-emergency, medical check-ups;
- (j) for vaccinations and their post complications.
- (k) taxes, fees and charges by the government of the **Country of Arrival**.

SECTION 4 – COMPENSATION FOR INCONVENIENCE EXPENSES

We will reimburse You up to USD fifty (50) for each day spent in hospital for inconvenience expenses such as communication and transportation expenses. The telephone or mobile charges incurred by You are for the sole purpose of engaging the services of Third Party Assistance/TPA during a medical assistance/emergency, and for which a medical claim has been accepted under Sections 2 and 3. We will also reimburse You for the use of a prepaid phone card for the purpose set out above.

SECTION 5 – EMERGENCY MEDICAL EVACUATION

In the event that an Insured Person requires evacuation in a medical emergency due to an Accident or Sickness occurring during the Trip, Emergency Travel Assistance must be contacted immediately to approve the

emergency evacuation and organize for an emergency medical transport to the nearest medical facility that is adequately equipped to treat Insured Person's medical condition. The type of transportation will depend on the availability and the gravity of Insured Person's condition.

In the event that medical repatriation is necessary, Emergency Travel Assistance must be contacted immediately to approve and organize Insured Person's repatriation back to Insured Person's home or habitual residence in the Home country. Alternatively, Emergency Travel Assistance will arrange for the resumption of the Insured Person's interrupted Trip as far as it is practical to do so, subject to the cost of repatriation and subject to maximum limit as specified for Emergency Medical Evacuation & Repatriation in the Schedule of Benefits

SECTION 6 – REPATRIATION OF MORTAL REMAINS

In the event of death of the **Insured Person** due to an **Accident** or **Sickness** during the **Trip**, Emergency Travel Assistance will organise the repatriation of his/her mortal remains back to his/her habitual residence in the **Home** country subject to the maximum limit as specified for Repatriation of Mortal Remains in the Schedule of Benefits. The process of burial, embalming, casket and ceremonies are **NOT** covered in the repatriation coverage unless it is mandated by legislation or regulation.

This Policy will only pay for EITHER ONE claim under Section 5 - Emergency Medical Evacuation OR Section 6 – Repatriation of Mortal Remains but NOT BOTH.

SECTION 7 – LOSS, THEFT OR DAMAGE TO EQUIPMENT

If during the **Trip**, the equipment is/are lost or damaged by any **Accident** or **Theft**, then the

Company will indemnify the **Insured Person** against such loss or damage.

Provided that the liability of the **Company** under this Section in respect of all loss or damage occurring during the **Trip** shall not exceed the sum insured as specified in the Schedule of Benefits.

Special Conditions Applicable to Section 7 – Loss, Theft or Damage to Equipment

The **Company** shall not be liable to pay:

- (a) unless the **Insured Person** is able to provide receipts or other documentation to prove ownership and / or hire of the equipment.
- (b) for loss or damage arising from wear and tear or gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing or refurbishment of the equipment.
- (c) For loss or damage arising out of or in any way traceable to mechanical defect or breakdown.
- (d) for the scratching or denting of any article.
- (e) for loss of or damage arising out of **War**, invasion act of foreign enemy hostilities and
- (f) Consequential loss of whatever nature

SECTION 8– PERSONAL LIABILITY

The **Company** will indemnify the **Insured Person** against any compensation which the **Insured Person** shall become legally liable to pay in respect of:

- (a) Accidental **Bodily Injury** to any third party
- (b) Accidental loss of or accidental damage to belonging to **Third Party Property**

which happens whilst the **Insured Person** is involved in any adventurous sports during the **Trip**. Provided that the liability of the **Company** under this Section shall not exceed the sum insured as specified in the Schedule of Benefits.

Special Conditions Applicable to Section 8 – Personal Liability

The **Company** shall not be liable for any liability in respect of the following: -

- (1) any deliberate and wrongful damage or harm caused by the **Insured Person**;
- (2) any wilful, malicious or unlawful act by the **Insured Person**;
- (3) any non-pecuniary loss;
- (4) accidental loss or damage to property belonging to or held in trust or in the care, custody or control of the **Insured Person** or any of his employees or any member of his **Family** or household;
- (5) arising out of any business, trade or profession;
- (6) arising out of an agreement unless liability would have arisen in the absence of such agreement;
- (7) **Bodily Injury** to or **Sickness** of any person who is under a contract of employment, service or apprenticeship with the **Insured Person** when such injury or **Sickness** arises out of and in the course of their employment with the Insured Person;
- (8) arising out of the use, ownership or possession of firearms, aircraft, watercraft, hovercraft, mechanically propelled vehicles, lifts, animals of a dangerous species or livestock of any kind;
- (9) damage caused by or to buildings or parts of building owned, rented or occupied by the **Insured Person**;
- (10) any claim arising from an **Insured Person** being insane or under the influence of or affected by drugs (other than drugs prescribed by a licensed Physician), intoxicating liquor or solvents; and
- (11) the **Insured Person's** participation in any act of civil or foreign **War**, sabotage, riots, public demonstrations, strikes and lock-outs

GENERAL EXCLUSIONS APPLICABLE TO ALL PARTS AND SECTIONS

This **Insurance Policy** does not cover: -

- (1) payment which would violate a government prohibition or regulation;
- (2) death or injury directly or indirectly occasioned by **War**, invasion, act of foreign enemy, hostilities or **Warlike** operation (whether **War** be declared or not), mutiny, civil **War**, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by **Our** under the order of any government or public or local authority;
- (3) delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
- (4) any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
- (5) the **Insured Person** which is below the age of two (2) or over the age of seventy-five (75) (calculated since last birthday as at the date the **Insurance** was purchased);
- (6) members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
- (7) during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by a licensed **Airline**;
- (8) any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear or nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
- (9) any **Pre-Existing Medical Condition**;
- (10) suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the **Insured Person** to him/herself whether sane or insane;
- (11) treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related **Accident**;
- (12) pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
- (13) psychosis, mental or nervous disorders or sleep disturbance disorders;
- (14) cosmetic or plastic surgery or any elective surgery;
- (15) any congenital defect which has manifested or was diagnosed before the **Policy** commencement date;
- (16) any form of dental care or surgery unless necessitated by injury caused by the **Accident** covered under the **Policy** to sound and natural teeth;
- (17) routine health check-ups, any medical investigation(s) not directly related to

- admission diagnosis, **Illness** or injury, or any related treatment
- (18) Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this **Policy**, the definition of AIDS shall be that used by the World Health Organisation in 1987, or subsequent revision by the World Health Organisation of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immune Deficiency Virus (HIV) or antibodies to such Virus);
- (19) any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry;
- (20) driving or riding in any kind of race involving motorized vehicles;
- (21) late arrival of the **Insured Person** at the airport for the **Scheduled Flight** after the official check-in time;
- (22) failure of the **Insured Person** to take reasonable measure to protect, save or recover lost luggage;
- (23) failure of the **Insured Person** to notify the relevant **Airline Authorities** of missing luggage at the scheduled destination point and to obtain a property irregularity report;
- (24) engaging practicing or participating in sport in a professional capacity or when an **Insured Person** would or could earn income or remuneration from engaging in such sport;
- (25) investigation which is not medically necessary, or convalescence, custodial or rest care;
- (26) any loss, injury, damage or legal liability suffered or sustained directly or indirectly by an **Insured Person** if that **Insured Person** is: -
- (a) a terrorist;
- (b) a member of a terrorist organisation; or
- (c) a purveyor of nuclear, chemical or biological weapons;
- (d) a narcotics trafficker.
- (27) any loss resulting directly and indirectly (in whole or in part) from:
- (a) Pandemic
- (b) Epidemic

GENERAL CONDITIONS APPLICABLE TO ALL PARTS AND SECTIONS

- (1) **Entire Policy**
This **Certificate of Insurance** contains terms and conditions for the insurance coverage and benefits provided herein which shall always be subject to the terms and conditions of the **Policy**.
- (2) **Observance of Insurance Terms and Conditions**
The due observation and fulfilment of terms and conditions of this **Certificate of Insurance** in so far as they relate to anything to done or complied with by the insured or any claimant under this **Certificate of Insurance** shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.
- (3) **Misrepresentation and Non-Disclosure of material facts in application for claim**
The benefits shall not be claimable or payable and the **Policy**, at the option of the **Company**, shall be considered voidable in the event: -
- (a) there is a failure to fully disclose or misrepresentation of any fact with respect to the **Insured Person** that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability; and/or
- (b) in all cases of fraud.
- (4) **Alterations**
The **Company** reserves the right to amend the terms and provisions of the **Policy** and may at any time be amended and changed by the **Company**. Any amendment to the **Policy** shall be binding on all persons whether insured under the **Policy**
- prior to, during, or after the effective date of the amendment. No alteration in the **Policy** shall be valid unless approved by an authorised representative of the **Company** and such approval be endorsed herein.
- (5) **Currency of Payment**
Payment of any claim covered under this **Policy** shall be made in **US Dollar** currency or its equivalent in any other currency at the prevailing rate of exchange as declared by the **Central Bank of the Insurance Company** at the time of effecting payment if so required by the **Insured Person** or his permitted legal personal representatives.
- (6) **Compensation Limit**
The compensation limit is that expressed in the **Schedule of Benefits**.
- (7) **Ages**
All ages referred to in this **Policy** shall be the age of the **Insured Person** at his last birthday.
- (8) **Country of Residence**
Coverage provided to the **Insured Person** is subject to either their residence in **United Arab Emirates** or for non-Residents, to their travel through **United Arab Emirates** or to their transit through **United Arab Emirates Airport**.
- (9) **Notice and Procedures of Claims**
- (a) Upon the happening of any event which may give rise to a claim, the **Insured Person** shall: -
- (i) notify the **Company** in writing as soon as possible but not later than thirty (30) days after any event which may give rise to such claim by filling up the claim form as provided by the **Company**;

- (ii) furnish to the **Company** in writing, at the **Insured Person's** own costs and
- (iii) expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, **Insured Person's** statements, reports and any other documents as the **Company** may require and shall be in such form and of such nature as the **Company** may prescribe.
- (iv) produce for the **Company's** examination pertinent documents at such reasonable times and shall cooperate with the **Company** in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.
- (b) The following information and documents shall be furnished to the **Company** under any circumstances in matters of claims: -
- (i) copies of the record and/or charge forms verifying the relevant **Scheduled Flight** air tickets charged to the **Insured Person's** credit card account.
- (ii) a property irregularity report obtained from the **Airline Authorities** in respect of lost luggage including details of the **Scheduled Flight** and/or written details and confirmation of the delay or loss incurred.
- (c) All reasonable measures to protect safeguard and recover such lost **Baggage** and/or personal effects shall be taken by the **Insured Person**. Any delay or non-delivery of **Baggage** shall immediately be reported to an officer of the **Airline Authorities**
- to receive such notification.
- (10) **Proof of Loss**
Written proof of loss must be furnished to the **Company** at its said office within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonable possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.
- (11) **Effect of Fraud**
Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.
- (12) **Medical Examination**
The **Company** at its own expense shall have the right to require additional proof and request medical examination of the **Insured Person** when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.
- (13) **To Whom Claim is Payable**
Claims for death benefits in respect of the **Insured Person** shall be payable to the legal beneficiary as stipulated under the **Insured Person's** country's estate laws. Claims for all other benefits will be paid to the **Insured Person**. The process of claim including settlement shall be handled between the **Company** and the **Insured Person** or his/her estate as the case may be, whose sole discharge will constitute full and final discharge upon payment.

- (14) Sanctions Clause
The **Company** shall not be liable to make any payment for any claim under any coverage sections of this **Policy** or make any payment under any extension for any loss or claim arising in, or where the **Insured Person** or any beneficiary under the **Policy** is a citizen or instrumentality of the government of any country against which any laws and/or regulations governing this **Policy** and/or the **Company**, its parent **Company** or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the **Company** to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured or any other beneficiary under the **Policy**. It is further understood and agreed that no benefits of payments will be made to any beneficiary who is or are declared unable to receive economic benefits under the laws and/or regulations governing this **Policy** and/or the **Company**, its parent **Company** or its ultimate controlling entity.
- (15) Receipts
The **Company** shall not abide by any notice or any trust charge, a lien, assignment or other dealing with the **Certificate of Insurance**. The receipt by the **Insured Person** for any compensation payable under this **Policy** shall in all cases be a full discharge of liability for the **Company**.
- (16) Rights of Nominee
Consent of nominee where applicable shall not be a pre-requisite to terminate or to cancel this **Policy** or to a change of nominee or for that matter for any changes in this **Policy**.
- (17) Incontestability
No action at law or in equity shall be brought against the **Company** immediately one (1) year after date of any covered occurrence.
- (18) Arbitration Clause
Any dispute which may arise between the **Company** and the **Insured Person** and/or his legal representative in relation to the construction of the **Policy** or rights or liabilities of parties hereto shall be referred to arbitration. The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of such agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the **Arbitration Act** or any statutory modification of re-enactment thereof for the time being in force.
- (19) Limitation of Time of Bringing Arbitration
If a claim is made under the **Policy** and rejected by the **Company**, the **Insured Person** or his legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which the **Company** shall be discharged from all liability whatsoever for that claim.
- (20) Cancellation
This **Certificate of Insurance** once issued is **NOT** cancellable or refundable.
- (21) Conformity with Law
If any provision of this **Certificate of Insurance** which on its issuance date is in conflict with the law of the country in which the **Certificate of Insurance** was issued or delivered, this **Policy** shall be read in conformity to the **United Arab Emirates Law**

- (22) **Sole Responsibility of Insurance Company**
Any issues, matters or claims related in whole or part provided under this Certificate of Insurance shall be the sole responsibility of the insurance **Company**, The insurance Company will honour valid claims in such a scenario.
- (23) **Extension of insurance coverage up to maximum three (3) days.**
The extension covers any **Insured Person** whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by the **Airline**. The insurance **Company** will honour valid claims in such a scenario. No extension is allowed for any other reasons unless approved by **Us**.
- (24) **Duplication of Coverage**
In the event that an **Insured Person** is covered by more than one (1) **Policy** purchased through the **Company** and/or its affiliate's, benefit will be paid by the **Policy** which provides the greatest amount of benefit. Where the benefit under each such **Policy** is identical, the **Company** will only entertain the claim that **Insured Person** to be covered under the **Policy** first issued.
- (25) **General Interpretation**
A. Wherever the context requires, the masculine form shall apply to the feminine and the singular term shall include the plural and vice versa.
B. If there is a conflict between a translated text, if applicable, for all purposes, the English text shall prevail.
- (26) **Subrogation Clause**
In any event, where a potential fully or partially approved claim, foresees a right to be subrogated by the claim adjudicator,

the **Company** reserves the right to do so without prejudice. In such an event the member or the claimant shall have no such objection and grants the **Company** the full rights to do so. Additionally, the claimant will assist and cooperate with the **Company** or its appointed **Third Party Assistance** wherever needed in good faith. The claimant shall not obstruct any such proceedings or have any objection for the same under any circumstances or given jurisdictions.