

## Travel Accident Policy – General Conditions

This POLICY is a contract between the POLICYHOLDER and the COMPANY, AIG

The COMPANY agrees to give the insurance cover set out in this POLICY under the sections (and subsections) of cover that are shown as being included on the Schedule of Invalidity. These general conditions, the POLICY SCHEDULE and all attached endorsements (called POLICY) detail the entire cover provided and the terms and conditions applying to it.

The COMPANY will only provide cover for those people who are shown as being insured on the POLICY SCHEDULE and/or any attached endorsements for the PERIOD OF INSURANCE as long as the required premium has been paid.

The POLICYHOLDER should read this POLICY to make sure that they understand the cover provided and the limitations applying. If any elements of the cover require clarification or do not meet the needs of the POLICYHOLDER, the POLICYHOLDER should in the first instance raise these with their insurance intermediary, where applicable.

### Assistance Services

The network of the Assistance Center offices are available 24 hours a day, 365 days in the year.

**If assistance is required at any time please call the telephone helpline on:  
+977 9818088655 (24 Hour)  
Email: [help@aware24.asia](mailto:help@aware24.asia)**

When the Assistance Center is contacted for assistance, the following information should be provided:

1. the INSURED PERSON's name and the Policy number;
2. the telephone number on which the INSURED PERSON can be reached;
3. the nature of the assistance;
4. the location (city/country) of the INSURED PERSON;

Assistance is available for medical emergencies or requests as well as travel advice during TRIPS. The valuable services, the COMPANY can provide include the following:

#### 24-Hour phone assistance

Access to Assistance 24 hours a day, 365 days a year by multi-lingual assistance coordinators, experienced in the procedures of HOSPITALS and clinics worldwide.

#### Medical expertise

On hand at any time to ensure that the most appropriate medical treatment is provided, or give medical advice.

#### Local HOSPITAL payment

Arranging for HOSPITALS or clinics to bill the COMPANY directly where available and appropriate.

#### Repatriation

Arrangement of Emergency repatriation including use of air ambulance or scheduled airline depending on the circumstances of the case and if necessary, with a fully equipped medical team in attendance. On return, suitable transportation will be

provided to bring an INSURED PERSON to a HOSPITAL or home address in his/her PERMANENT COUNTRY OF RESIDENCE whenever necessary.

Medical referral

To a suitable HOSPITAL, clinic or dentist for treatment.

Legal referral

To an embassy, consulate or other source if legal consultation is needed, including an English speaking lawyer.

Emergency medical supplies

To help locate and send drugs, blood or medical equipment necessary for treatment if unavailable locally. If required the Assistance Center will help locate and dispatch a prosthesis, contact lenses and/or glasses if unavailable locally. The COMPANY shall only pay for the forwarding charges.

Emergency message relay

To pass on messages to family and business associates in an emergency.

Emergency travel service

Provides a complete emergency travel service in liaison with an INSURED PERSON's MEDICAL PRACTITIONER, HOSPITAL or RELATIVES to make all arrangements for those RELATIVES to visit an INSURED PERSON who is hospitalized or ill ABROAD, if the medical condition of the INSURED PERSON does not allow repatriation, including any receipted travel, accommodation, guide, interpreter, taxi, telephone and childcare expenses incurred on the recommendation of the Assistance Center medical officers and within the constraints of the POLICY. Anyone who is required to travel ABROAD to visit an ill or hospitalized INSURED PERSON will be insured under section 2 - MEDICAL EXPENSES.

FUNERAL arrangements

Organizing the repatriation of human remains and arranging the necessary import/export documents.

Replacement travel documents

Assistance in arranging replacement passports and, visas, and other travel documents if lost or stolen whilst on a TRIP plus travel and accommodation alterations in connection with a claim under Plus Module - section 8 - BAGGAGE.

## Claims Procedure

### *How to react in each situation*

**1. In the following cases, the INSURED PERSON has to contact Assistance Center:**

- Assistance services
- MEDICAL EXPENSES
- Repatriation and other Emergency Travel expenses
- LEGAL EXPENSES

### *How to contact Assistance Center?*

The INSURED PERSON can contact the Assistance Center 24/7 hrs:

- English: +977 9818088655
- Email: [help@aware24.asia](mailto:help@aware24.asia)

When the INSURED PERSON contact the Assistance Center, he has to provide the following information:

- his/her name ;
- his/her location ;
- his/her condition, symptoms or query ;
- a telephone number where the Assistance Center can contact the INSURED PERSON ;
- his/her policy number.

**2. In all other cases,** the INSURED PERSON just have to notify the claim upon his/her return. It will then be treated in accordance with the guarantees taken out.

***How to pay expenses in case of claim?***

Two main situations can occur:

- In case of recurring medical treatment, HOSPITAL admittance, overnight HOSPITAL stay:

The INSURED PERSON has to contact Assistance Center as soon as possible, once the guarantee is recognized, the expenses can be directly taken up by Assistance Center and/or directly managed between Assistance Center and the medical providers.

- In other cases:

The COMPANY advise the INSURED PERSON to pay the expenses and request reimbursement upon return. The assistance card is not a credit card. Payment of the bill with the card is not possible.

***How to choose a medical provider?***

The INSURED PERSON has free choice of medical provider or HOSPITAL. There are no “agreed” medical providers.

***How to notify a claim?***

The INSURED PERSON needs to complete the claim notification form which can be obtained by contacting the global assistance company at [help@aware24.asia](mailto:help@aware24.asia) / [claims@agsa24.com](mailto:claims@agsa24.com) and his local network and then send it back to the COMPANY with the necessary documents so as specified on the claim notification form according to the case.

## Operative Times of cover

An INSURED PERSON is only covered for the period of time shown on the POLICY SCHEDULE. The Operative Time of Cover as shown on the POLICY SCHEDULE is as described below.

***Travel***

While an INSURED PERSON is on a Trip outside their PERMANENT COUNTRY OF RESIDENCE, cover starting from the time of leaving their regular place of residence, until return to their place of residence.

- Section 1. Personal Accident
- Section 2. Medical Expenses
- Section 3. Repatriation and other Emergency Travel Expenses
- Section 4. Travel Curtailment or Rearrangement
- Section 5. Legal Expenses
- Section 6. Baggage
- Section 7. Personal Monetary Loss Benefit
- Section 8. Travel Inconvenience Benefits
- Section 9. Search and Rescue
- Section 10. Political Risk and Natural Disaster Evacuation

## Section 1. Personal Accident

### 1.1. Death and Permanent Disablement caused by an accident

#### *Description of coverage*

If, during the PERIOD OF INSURANCE and the Operative Time as shown on the POLICY SCHEDULE, the INSURED PERSON sustains BODILY INJURY which within two years of the date of the ACCIDENT solely and independently of any other causes results in death or DISABLEMENT as listed in the Schedule of Invalidity shown below, the COMPANY will pay the applicable percentage of the SUM INSURED as shown on the POLICY SCHEDULE.

Coverage under this section is included for the items specified in the Schedule of Invalidity. The amount payable for each BODILY INJURY is payable as a percentage of the SUM INSURED shown on the POLICY SCHEDULE.

#### *Exposure*

If an INSURED PERSON suffers BODILY INJURY as a direct result of exposure to the elements, the COMPANY will pay the applicable percentage of the SUM INSURED shown in the Schedule of Invalidity.

#### *Disappearance*

If an INSURED PERSON disappears and after 12 consecutive months it is reasonable for the COMPANY to believe they have died due to a BODILY INJURY, the COMPANY will pay the amount shown on the POLICY SCHEDULE for Item 1.0 - Accidental Death specified in the Schedule of Invalidity. If it is found after this payment that the INSURED PERSON is still alive, then all amounts paid by the COMPANY for settlement of the aforementioned claim shall be refunded to the COMPANY by the POLICYHOLDER and/or the INSURED PERSON and/or the beneficiary/beneficiaries.

#### *Schedule of Invalidity*

1.0 Death 100%

1.1 PERMANENT TOTAL DISABLEMENT 100%

1.2 PERMANENT TOTAL DISABLEMENT due to PARAPLEGIA or QUADRIPLEGIA (% with cap) 100%

1.3 PERMANENT TOTAL DISABLEMENT due to HEMIPLEGIA or TRIPLEGIA 100%

1.4 Permanent Total LOSS OF SIGHT of both eyes 100%

1.5 Permanent Total LOSS OF SIGHT of one eye 100%

1.6 Permanent Total LOSS OF two LIMBS 100%

1.7 Permanent Total Loss of use of two limbs 100%

1.8 Permanent Total LOSS OF one LIMB 100%

1.9 Permanent Total Loss of the use of one limb 100%

1.10 Permanent Total Loss of the lenses of both eyes 100%

- 1.11 Permanent Total Loss of the lens of one eye 50%
  - 1.12 Permanent Total LOSS OF HEARING in both ears 75%
  - 1.13 Permanent Total LOSS OF HEARING in one ear 15%
  - 1.14 THIRD DEGREE BURNS and/or resultant disfigurement which extend to cover more than 40% of the entire external body 50%
  - 1.15 Permanent Total Loss of use of four fingers and thumb of either hand 70%
  - 1.16 Permanent Total Loss of use of four fingers of either hand 40%
  - 1.17 Permanent Total Loss of use of one thumb of either hand – both joints 30%
  - 1.18 Permanent Total Loss of use of one thumb of either hand – one joint 15%
  - 1.19 Permanent Total Loss of use of fingers of either hand – three joints 10%
  - 1.20 Permanent Total Loss of use of fingers of either hand – two joints 7%
  - 1.21 Permanent Total Loss of use of fingers of either hand – one joint 5%
  - 1.22 Permanent Total Loss of use of toes of either foot – all toes 15%
  - 1.23 Permanent Total Loss of use of toes of either foot – both joints of big toe 5%
  - 1.24 Permanent Total Loss of use of toes of either foot – one joint of big toe 3%
  - 1.25 Permanent Total Loss of use of toes of either foot – any toes other than big toe 1%
  - 1.26 Loss of at least 50% of sound and natural teeth and capped or crowned teeth but excluding first teeth and dentures (percentage shown is per tooth) 1% to a total sum insured of USD10.000 for all lost teeth
  - 1.27 Shortening of the leg by at least 5 cm 10%
  - 1.28 PERMANENT PARTIAL DISABLEMENT not otherwise provided for under Items 1.9 to 1.27 inclusive
- Such percentage of the SUM INSURED which corresponds to the percentage reduction in whole bodily function. The maximum SUM INSURED for Item 1.28 will be 75% of the SUM INSURED shown on the POLICY SCHEDULE.

#### **Conditions**

1. The SUM INSURED in the case of death or permanent disablement of the PARTNER of an INSURED PERSON shall be limited to USD 50.000.
2. The SUM INSURED in the case of death or permanent disablement of the DEPENDENT CHILD of an INSURED PERSON shall be limited to USD15.000. For children under 5 years of age, in case of accidental death the COMPANY should only intervene for the FUNERAL EXPENSES and in case of permanent disablement the SUM INSURED will be increased by a benefit of USD5.000.
3. If an INSURED PERSON has an existing physical impairment or existing medical condition prior to the date of the ACCIDENT the calculation of the benefit payable for Items 1.1-1.28 of the Schedule of Invalidity will be based on the difference between the INSURED PERSON's physical impairment or medical condition before and after the covered ACCIDENT.
4. Assessment will be made by the INSURED PERSON's MEDICAL PRACTITIONER or MEDICAL CONSULTANT or an Independent MEDICAL CONSULTANT as determined and appointed by the COMPANY who will determine the percentage to be applied to the SUM INSURED shown on the POLICY SCHEDULE.
5. Limitation on multiple benefits. If an INSURED PERSON suffers one or more Bodily Injuries from the same ACCIDENT for which amounts are payable under more than one of the benefits as listed on the Schedule of Invalidity, the maximum amount payable under all of the benefits combined will not exceed 100% of the SUM INSURED as shown on the POLICY SCHEDULE.
6. If a claim or series of claims from one EVENT exceeds the SCHEDULED AIRCRAFT ACCUMULATION LIMIT, the NONSCHEDULED AIRCRAFT ACCUMULATION LIMIT or the ANY ONE ACCIDENT LIMIT shown on the POLICY SCHEDULE, the COMPANY will pay the limit shown on the POLICY SCHEDULE or reduce each payable claim proportionately until the combined total does not exceed the applicable limit shown on the POLICY SCHEDULE.
7. The degree of disability under section 1.28 of the Schedule of Invalidity shall be as certified by two (2) legally qualified MEDICAL PRACTITIONERS, one of whom shall be the INSURED PERSON's treating doctor and the other is an independent

MEDICAL PRACTITIONERS as nominated and selected by the COMPANY. In the event of a disagreement between them the percentage awarded shall be the certification performed by the COMPANY's independent MEDICAL PRACTITIONER.

## 1.2. Additional Benefits & Extensions

### 1.2.1. Wheelchair Benefits

In the event of BODILY INJURY sustained by an INSURED PERSON results in a VALID CLAIM under the Schedule of Invalidity and treatment includes any of the following as prescribed by a MEDICAL PRACTITIONER, the COMPANY will pay an additional benefit as follows:

#### Wheelchair Benefit

Reimbursement of costs for a wheelchair incurred within 12 months of an ACCIDENT for VALID CLAIMS under Items 1.1 to 1.3 or Items 1.6 or 1.7 in the Schedule of Invalidity. Loss of mobility must be solely and directly caused by an ACCIDENT and wheelchair Benefit is not payable if the INSURED PERSON required usage of a wheelchair prior to ACCIDENT.

Up to USD1.500

### 1.2.2. Hospital Visitor Expense

In the event of BODILY INJURY sustained by an INSURED PERSON that results in a VALID CLAIM under the Schedule of Invalidity and the INSURED PERSON being admitted to a HOSPITAL, the COMPANY will pay as follows:

#### HOSPITAL Visitor Expense Benefit

Cost of transportation for the PARTNER and/or Child(ren) of the INSURED PERSON to the HOSPITAL if an INSURED PERSON is admitted as an INPATIENT in a HOSPITAL.

Real expenses up to USD 250 per visit and up to USD 2.500 for all visitors for any one HOSPITAL admission

### 1.2.3. Funeral expenses

In the event of BODILY INJURY to an INSURED PERSON that results in a VALID CLAIM for Accidental Death the COMPANY will pay an additional benefit as follows:

#### FUNERAL EXPENSES

Reasonable and necessary expenses for transportation of the deceased from the death site to the funeral service site, a container or casket for the deceased's remains to be placed in and basic services of the funeral home and staff including but not limited to embalming, burial or cremation.

Reimbursement of actual expenses up to USD 7.500 per INSURED PERSON per EVENT

Not cumulative with the indemnity paid under section 3 - FUNERAL EXPENSES

## Section 2. Medical Expenses

### 2.1. Guarantee

If an INSURED PERSON is injured or suffers BODILY INJURY or ILLNESS during the PERIOD OF INSURANCE and the Operative Time as shown on the POLICY SCHEDULE the COMPANY will pay directly or reimburse the INSURED PERSON for any MEDICAL EXPENSES reasonably and necessarily incurred as a direct result of the BODILY INJURY or ILLNESS, up to the SUM INSURED shown on the POLICY SCHEDULE. In as far as possible Assistance Center shall pay HOSPITAL bills directly. After an ACCIDENT has occurred, the necessary medical care shall be provided as soon as possible. The COMPANY shall indemnify the aforementioned costs after deducting social security interventions and benefits under insurance policies required by law.

### 2.2. Extensions

In the event of a VALID CLAIM under Section 2 of the general conditions, the COMPANY will pay additional benefits as follows:

#### Hospitalization Benefit

In the event of the Hospitalization of an INSURED PERSON as an INPATIENT as the result injury or ILLNESS as ordered by a MEDICAL PRACTITIONER the COMPANY will pay a daily benefit up to the maximum period payable.

Flat amount of USD50 per day.

#### Post-Hospitalization Convalescence

If, following a period of stay as an INPATIENT at a HOSPITAL an INSURED PERSON is advised by a MEDICAL PRACTITIONER to further convalesce prior to continuing TRIP, the COMPANY will pay a daily benefit up to the maximum period payable.

Flat amount of USD50 per day 7 continuous days

#### Emergency Dental Expenses

Coverage for unforeseeable emergency dental expenses incurred for the relief of pain incurred in TRIP.

Actual expenses up to USD 500 per event

\*\* Assistance Center can help in locating a dental practice and issue payment guarantees to the dental practice, if required.

### 2.3. Conditions

The Policyholder or the Insured Person must contact the Assistance Center as soon as possible in respect of injury or illness that results in the need for inpatient hospital treatment.

Assistance Center: +977 9818088655 (24 Hour)

## Section 3. Repatriation and Other Emergency Travel Expenses

### 3.1. Guarantee

If an INSURED PERSON is injured or suffers ILLNESS during the PERIOD OF INSURANCE and the Operative Time as shown on the POLICY SCHEDULE, the COMPANY will pay directly or reimburse the INSURED PERSON for any Repatriation Expenses and Emergency Travel Expenses reasonably and necessarily incurred as a direct result of the injury or ILLNESS, up to the SUM INSURED on the POLICY SCHEDULE.

The COMPANY will intervene in case of:

- Repatriation Expenses: for the cost of transportation of the INSURED PERSON by any suitable means (including medical transport) to an appropriate Hospital or to an INSURED PERSON's home in PERMANENT COUNTRY OF RESIDENCE as recommended by the Assistance Center in conjunction with the local attending or treating MEDICAL PRACTITIONER.
- Emergency Travel Expenses: for the reasonable additional transport and accommodation expenses (less any possible refund received or saving made) incurred by the POLICYHOLDER or the INSURED PERSON, for a person who needs to travel to, remain with, or escort the INSURED PERSON.

### 3.2. Extensions

In the event of a VALID CLAIM under Section 3 of the general conditions whilst an INSURED PERSON is on TRIP, the COMPANY will pay additional benefits as follows:

#### FUNERAL EXPENSES\*\*

In the event of the death of the INSURED PERSON as the result of an insured ACCIDENT, the COMPANY will pay for the reasonable FUNERAL or CREMATION EXPENSES.

Reimbursement of actual costs up to USD7.500 for all costs per EVENT. Not cumulative with the indemnity paid under section 1.2.3. – FUNERAL EXPENSES.

#### Repatriation of Remains and Transportation of BAGGAGE upon Death

The COMPANY will pay for the reasonable additional costs to repatriate the INSURED PERSON's remains and BAGGAGE to the INSURED PERSON's PERMANENT COUNTRY OF RESIDENCE if applicable; and/or for the additional travel and accommodation costs of the INSURED PERSON's travelling companions to accompany the remains on return to the INSURED PERSON's PERMANENT COUNTRY OF RESIDENCE if applicable.

#### Family Visit

In the event an INSURED PERSON is confined to a HOSPITAL for more than 5 days and is not expected to be released within 7 days, the COMPANY will pay for the reasonable additional transport and accommodation expenses incurred by the INSURED PERSON's PARTNER and up to two DEPENDENT CHILDREN or two other persons who are the INSURED PERSON's IMMEDIATE RELATIVES to visit the INSURED PERSON. Actual expenses up to € 10.000 for travel and childcare.

*\*\* The Assistance Center can arrange the FUNERAL/CREMATION and transportation of the INSURED PERSON's body.*

### 3.3. Conditions

The Policyholder or Insured person must contact the Assistance Center as soon as possible if injury or illness results in the need for inpatient hospital treatment or the possible need for repatriation otherwise the costs may not be reimbursed.

Assistance Center: +977 9818088655 (24 Hour)

## Section 4. Travel Curtailment or Rearrangement

### 4.1. Guarantee

If an INSURED PERSON has to curtail/cut short or change pre-booked arrangements whilst on a TRIP, the COMPANY will reimburse the INSURED PERSON for the irrecoverable deposits or advanced payments or additional costs of travel or accommodation that are reasonably and necessarily incurred up to the curtailment or rearrangement maximum SUM INSURED stated in the POLICY SCHEDULE to enable the INSURED PERSON to return to his/her PERMANENT COUNTRY OF RESIDENCE or continue on the TRIP if the curtailment or rearrangement is due to:

1. BODILY INJURY or ILLNESS of the Insured if a MEDICAL PRACTITIONER has recommended in writing that the Trip curtailment/rearrangement is necessary due to the severity of the condition of the INSURED PERSON;
2. Death of the INSURED PERSON or IMMEDIATE RELATIVE if the death has been certified by a MEDICAL PRACTITIONER or other person legally qualified to certify a person's death. Death of the INSURED PERSON's IMMEDIATE RELATIVE must occur within 30 days prior to schedule DEPARTURE of the INSURED PERSON's TRIP;
3. Any other unforeseen circumstances occurring outside the control of the INSURED PERSON other than those circumstances described in (1) or (2) above or specifically described or excluded under this general conditions.

### 4.2. Conditions

1. The INSURED PERSON must notify the COMPANY as soon as reasonably possible in the event of a claim. The COMPANY will not be liable for any additional penalty charges incurred that would not have been imposed had notice been provided as soon as reasonably possible.
2. In the event of a claim, the INSURED PERSON must surrender to the COMPANY any unused tickets, vouchers, coupons, credit statements, refund statements or travel privileges.

### 4.3. Exclusions

This section of the POLICY does not cover any claim as the result of:

1. The INSURED PERSON's financial circumstances;
2. The default of any provider of transport or accommodation (or their agent) acting for the an INSURED PERSON;
3. Regulations made by any public authority or government or persons with authority under legislation or license to make regulations;
4. A claim that is recoverable under any other section of this POLICY;
5. Curtailment or rearrangement due to the delayed DEPARTURE of a CONVEYANCE due to strike or industrial action which existed or for which warning had been given before the date on which the TRIP was booked;
6. Disinclination of the INSURED PERSON to continue traveling;



7. Curtailment or rearrangements necessary due to the missed DEPARTURE of a connecting flight if the connection time was less than three consecutive hours.
8. The INSURED PERSON declining an alternative service provided by the transportation provider.
9. Any rearrangement due to actions within the control of the INSURED PERSON that resulted in missing a CONVEYANCE connection or DEPARTURE.
10. Failure of the Insured person to provide evidence of receipts and/or confirmation of the changes to itinerary from the Conveyance operator(s) and/or the service provider who made the Travel Arrangements.

## Section 5. Legal Expenses

### 5.1. Guarantee

The COMPANY will reimburse the POLICYHOLDER or the INSURED PERSON up to the SUM INSURED shown on the POLICY SCHEDULE for LEGAL EXPENSES incurred by or on behalf of an INSURED PERSON in pursuit of a claim for damages or compensation against a third party who has caused physical injury to, or death or ILLNESS of, that INSURED PERSON from an incident occurring during the PERIOD OF INSURANCE and the Operative Time as shown on the POLICY SCHEDULE.

### 5.2. Conditions

1. The INSURED PERSON is free to choose, when it is necessary to resort to a judicial, administrative or arbitral procedure, a lawyer or any other person having the qualifications required by the law applicable to the procedure to defend, represent and serve its interests and, in the case of an arbitration, mediation or other recognized non-judicial means of dispute settlement, a person with the required qualifications and designated for that purpose.

Whenever a conflict of interest arises with the COMPANY, the INSURED PERSON is free to choose, for the protection of his interests, a lawyer or, if he prefers, any other person with the qualifications required by the law applicable to the procedure.

2. Without prejudice to the possibility of initiating legal proceedings, the INSURED PERSON may consult a lawyer of his choice in the event of a difference of opinion with the COMPANY as to the attitude to be adopted to settle the claim and after notification from the COMPANY of its point of view or its refusal to follow the INSURED PERSON's thesis.

If the lawyer confirms the position of the COMPANY, the INSURED PERSON is reimbursed half the fees and fees of this consultation.

If, contrary to the opinion of that lawyer, the INSURED PERSON engages at his own expense and obtains a better result than he would have obtained if he had accepted the COMPANY's view, the COMPANY who was unwilling to follow the INSURED PERSON's argument is obliged to provide its guarantee and to reimburse the costs of the consultation which would have remained the responsibility of the INSURED PERSON.

If the lawyer consulted confirms the INSURED PERSON's opinion, the COMPANY is obliged, irrespective of the outcome of the proceedings, to provide its guarantee, including the costs and fees of the consultation.

3. All claims including any appeal against a judgment resulting from the same original cause, event, or circumstances, will be regarded as one claim.

### 5.3. Extensions

#### Court Attendance

The COMPANY will reimburse the POLICYHOLDER for additional travel and accommodation expenses reasonably and necessarily incurred if a court requires an INSURED PERSON to attend in connection with an event that has resulted in a VALID CLAIM under this section of the POLICY.

Actual expenses up to a maximum of USD 1.000 per claim

[\\*\\*Assistance Center can help with obtaining local legal representation. See Assistance services for more detail.](#)

### 5.4. Exclusions

This section of the POLICY does not cover any claim for:

1. LEGAL EXPENSES incurred in the defending of any civil claim or legal proceedings made or brought against the INSURED PERSON;
2. Fines or other penalties imposed by a court of criminal jurisdiction;
3. LEGAL EXPENSES incurred in connection with any criminal act deliberately or intentionally committed by the INSURED PERSON;
4. LEGAL EXPENSES incurred in pursuing any claim against any travel agent, tour operator, insurer or their agents;
5. Any claim or circumstance notified more than two years after the incident from which the cause of action arose or where the POLICYHOLDER or the INSURED PERSON has failed to notify the COMPANY of the incident giving rise to a claim within a reasonable time and the COMPANY believes this failure has prejudiced its position;
6. LEGAL EXPENSES incurred by an INSURED PERSON making a claim against the POLICYHOLDER, the COMPANY or any organization or person involved in arranging this POLICY;
7. LEGAL EXPENSES incurred before the COMPANY has given its consent.

## Section 6. BAGGAGE

### 6.1. Guarantee

The COMPANY will reimburse the POLICYHOLDER or the Insured Person for the cost of replacement or repair of BAGGAGE that is lost, stolen or accidentally damaged up to the SUM INSURED stated in the POLICY SCHEDULE. The BAGGAGE must be entrusted to and registered by a carrier or accompanying and in the care and custody of the INSURED PERSON while they are on a covered TRIP.

### 6.2. Extensions

#### Replacement Travel Documents

If, while on a TRIP, the passport, required visa or other essential travel documents of the INSURED PERSON are lost, stolen or damaged, the COMPANY will pay for the nonrecoverable, reasonable and necessary costs of replacement items for the trip to continue. \*\*

Actual expenses up to USD 1.000 per claim

#### Loss of BAGGAGE following BODILY INJURY

When an unprovoked assault results in the INSURED PERSON sustaining BODILY INJURY and also results in loss of or damage to the INSURED PERSON's BAGGAGE, or where the INSURED PERSON is hospitalized as a result of BODILY INJURY and the INSURED PERSON's BAGGAGE are lost by the HOSPITAL or ambulance, the COMPANY will reimburse the POLICYHOLDER for the reasonable and necessary expenses incurred in the replacement or repair of the BAGGAGE.

Actual expenses up to USD 1.500 per claim

\*\* Assistance Center can help in sourcing tradesman, however the Company will not arrange for the work to be carried out.

### 6.3. Conditions

1. The INSURED PERSON shall exercise all reasonable care for the safety, security and supervision of all BAGGAGE at all times and must not leave property unattended in a public place or in any unlocked vehicle, room or building.
2. All loss or damages attributable to theft, vandalism, or loss or damage by carriers must be reported to the local police or appropriate authority within 48 hours after the discovery of the loss and a written acknowledgement of the report obtained and provided to the COMPANY.
3. The basis of settlement will be the replacement value of items and at the COMPANY's discretion the COMPANY may choose to replace, repair, or pay for the loss in cash.

### 6.4. Exclusions

No benefits will be paid for:

1. Any loss due to chipping, scratching, or breakage of glass, china or other fragile articles, unless due to fire, theft, or accident to the transport in which they were being carried;
2. Loss or damage due to:

- a) Moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;
- b) Mechanical or electrical failure or breakdown;
- c) Any process of cleaning, dying, restoring, repairing or alteration;
3. Loss or damage caused by delay, detention or confiscation by order of any government or public authority;
4. Loss due to theft by an INSURED PERSON's family member or any other travelling companion;
5. Loss due to any intentional act by the INSURED PERSON, INSURED PERSON's family member or any other travelling companion.

#### *Property Excluded*

No benefits will be paid for:

1. Loss of MONEY, bonds, negotiable instruments and/or securities of any kind; or
2. Loss of or damage to BAGGAGE sent as freight or under any airway- bill or bill of lading.

The COMPANY will not pay more than USD 2.500 for any item unless the POLICYHOLDER or the INSURED PERSON bears the first 25% of any amount in excess of USD 2.500, up to the lesser of the replacement value or the maximum limited stated in the POLICY SCHEDULE.

## Section 7. Personal Monetary Loss Benefit

### 7.1. Guarantee

The COMPANY will reimburse the INSURED PERSON up to the maximum limited stated in the POLICY SCHEDULE for the loss or losses shown below while on a covered TRIP subject to the loss(es) being reported to the police or appropriate authorities within 48 hours of the incident and a written copy of the report obtained.

1. Physical loss or theft of MONEY which is in the possession of the INSURED PERSON at the time of loss or secured in a hotel safety deposit or locked safe; and/or
2. Financial loss suffered as the result of fraudulent use of credit, debit or charge cards;
3. Fraudulent use of MOBILE PAYMENT TECHNOLOGY on a mobile phone which is the property of the POLICYHOLDER or the INSURED PERSON;
4. Fraudulent use of a mobile phone owned by the POLICYHOLDER or INSURED PERSON to make calls or send data.

### 7.2. Extension

#### Theft of foreign currency

Foreign currency purchased for a TRIP is covered from the time of collection or 120 hours prior to DEPARTURE on the TRIP, whichever occurs last and up to 120 hours after completion of TRIP subject to loss being reported to the police and a written copy of the report obtained.

USD 250

### 7.3. Conditions

1. Any loss attributable to fraudulent use of a credit, debit or charge card must also be reported to the issuing company and appropriate cancellation measures taken. This cover is in addition to and after deduction of the compensation offered by the financial institution issuing the card. This cover shall only be granted if the INSURED PERSON has complied with all terms and conditions under which this card was issued.
2. Any loss attributable to fraudulent mobile phone use must also be reported to the mobile phone provider and/or MOBILE PAYMENT TECHNOLOGY provider and appropriate cancellation measures taken.
3. The POLICYHOLDER or INSURED PERSON must provide, at their own expense, supporting documents from their bank, credit card issuer, mobile phone provider or MOBILE PAYMENT TECHNOLOGY provider as evidence of any loss being claimed under this POLICY.

### 7.4. Exclusions

No benefits will be payable for:

1. Shortages of MONEY due to confiscation or detention by Customs or other government officials;
2. Any fraudulent use for which charges are removed from the INSURED PERSON's or POLICYHOLDER's account;
3. Loss due to devaluation of currency or shortages due to errors or omission during monetary transaction;
4. Fraudulent use of credit, debit or charge cards where the INSURED PERSON has not complied with all the terms and conditions for use under which the card was issued;
5. Fraudulent use of mobile phones where the INSURED PERSON has not complied with all the terms and conditions for use under which the functionality was issued;
6. Loss of more than USD 1.000 in cash unless the POLICYHOLDER or the INSURED PERSON bears the first 25% of any amount in excess of USD 1.000.

## Section 8. Travel Inconvenience Benefits

### 8.1. Guarantee

If the DEPARTURE of the CONVEYANCE on which an INSURED PERSON is scheduled to travel in order to get to their planned destination at the beginning, during or completion of a TRIP is delayed for more than 4hours due to:

1. Mechanical breakdown or delay caused by a TRAVEL SUPPLIER; or
2. Strike or Industrial action; or
3. Adverse weather conditions; or
4. NATURAL CATASTROPHES that cause a complete cessation of travel services at the point of DEPARTURE or destination; or
5. the INSURED PERSON being delayed due to a traffic accident while en route to a DEPARTURE as substantiated by a police report; or
6. Breakdown of an owned or rented vehicle en route to the Insured person's DEPARTURE; or
7. Flight delays resulting from the temporary closures of airports from which flights were scheduled to depart due to documented security breaches or threats.

The COMPANY will pay for REASONABLE ADDITIONAL EXPENSES up to USD 250 for every full four consecutive hours of delay up to a maximum amount stated in the POLICY SCHEDULE per delay.

### 8.2. Conditions

1. The POLICYHOLDER or INSURED PERSON must notify the COMPANY as soon as reasonably possible in the event of a claim. The COMPANY will not be liable for any additional penalty charges incurred that would not have been imposed had notice been provided as soon as reasonably possible.
2. In the event of a claim, the POLICYHOLDER or INSURED PERSON must surrender to the COMPANY any unused tickets, vouchers, coupons, credit statements, refund statements or travel privileges.

### 8.3. Exclusions

This section of the POLICY does not cover any claim as the result of:

1. The POLICYHOLDER's or an INSURED PERSON's financial circumstances;
2. The default of any provider of transport or accommodation (or their agent) acting for the POLICYHOLDER or an INSURED PERSON;
3. Regulations made by any public authority or government or persons with the authority under legislation or license to make regulations;
4. The delayed DEPARTURE of the CONVEYANCE due to strike or industrial action which existed or for which advance warning had been given before the date on which the Trip was booked;
5. Disinclination of the INSURED PERSON or any other person to travel or continuing to travel;
6. The temporary or permanent withdrawal from service of any CONVEYANCE on the orders of any port authority, rail authority or the Civil Aviation Authority or any similar body in any country;

7. Actions within the control of the INSURED PERSON that resulted in missing a CONVEYANCE or CONVEYANCE connection; and
8. Any delay for which the INSURED PERSON cannot provide written or published confirmation from the CONVEYANCE operator or handling agents of the number of hours delayed or reason for the delay.

## Section 9. Search and Rescue

### 9.1. Guarantee

The COMPANY will reimburse the necessary and reasonable search and rescue costs incurred if an INSURED PERSON is reported as missing and it becomes necessary for police authorities, a recognized rescue provider or an official search organization to launch a search and rescue operation where:

1. It is known or believed that the INSURED PERSON may have sustained BODILY INJURY or sickness; or
2. Weather or safety conditions make it necessary to do so in order to prevent the INSURED PERSON from sustaining BODILY INJURY or sickness.

### 9.2. Conditions

The following conditions apply to all covers under Section 9 in addition to the general conditions applying to all sections of the POLICY:

1. The POLICYHOLDER or the INSURED PERSON must inform the COMPANY immediately or soon as is practicable, of any emergency that may potentially give rise to a claim. The COMPANY services are only provided to assess and monitor the INSURED PERSON's situation and the COMPANY cannot take over the running of the search and rescue operation.
2. A written statement from the applicable rescue authorities involved in the search and rescue must be obtained and provided to the COMPANY in the event of a claim.

### 9.3. Exclusions

The following Exclusions apply to all covers under Section 9 in addition to the general exclusions applying to all Sections of the general conditions.

The COMPANY will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. The POLICYHOLDER or an INSURED PERSON failing to comply with local safety advice and/or adhering to any recommendations that are in force during an INSURED PERSON's TRIP.
2. An INSURED PERSON knowingly endangering his/her own life or the life of any other INSURED PERSON.
3. An INSURED PERSON engaging in activities where his/her experience or skill level falls below those reasonably required to participate in such activities.
4. Any person not insured under this POLICY.
5. An additional cost incurred on or after the INSURED PERSON is recovered by a search and rescue operation or incurred after the time where the recognized rescue provider or police authorities advise that continuing the search is no longer viable.

## Section 10. Political Risk and Natural Disaster Evacuation

### 10.1. Guarantee

The COMPANY will pay for the reasonable and necessary costs to return the INSURED PERSON to his/her PERMANENT COUNTRY OF RESIDENCE using scheduled transport where available, or the reasonable and necessary costs of accommodation actually incurred, up to a maximum period of 14 days where the INSURED PERSON is unable to return to his/her PERMANENT COUNTRY OF RESIDENCE, if while an INSURED PERSON is travelling:

1. Officials in the country where the INSURED PERSON is located recommend that certain categories of persons, which include the INSURED PERSON, should leave that country;
2. The INSURED PERSON is expelled from or declared persona non grata in the country where they are located;

3. A major natural disaster has occurred in the country the INSURED PERSON is in necessitating his/her immediate evacuation in order to avoid risk of BODILY INJURY or ILLNESS to him-/herself.

## 10.2. Conditions

The COMPANY will, at the COMPANY's sole discretion, decide where to send the INSURED PERSON.

## 10.3. Exclusions

The COMPANY will not be liable for any claim, expense or loss caused by or resulting either directly or indirectly from or involving:

1. The INSURED PERSON violating the laws or regulations of the country from which they are to be evacuated.
2. The POLICYHOLDER or the INSURED PERSON failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation.
3. The POLICYHOLDER or the INSURED PERSON failing to honor any contractual obligations or bond, or to obey any conditions in a license.
4. Debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause.
5. Political unrest or natural disaster that was in existence prior to the INSURED PERSON entering the country, or where its occurrence was foreseeable to a reasonable person prior to the INSURED PERSON entering the country.
6. Accommodation for a period in excess of 14 days for each INSURED PERSON for any one event.
7. Expenses that would have been incurred as part of the original travel budget or costs the POLICYHOLDER or the INSURED PERSON would have had to pay regardless, such as the cost of meals.

## General Policy Definitions

There are words and expressions used in this POLICY which have a specific meaning, and sometimes those meanings are unique to this POLICY. These words are shown below and each time one of them is used in the POLICY SCHEDULE and General Conditions (and any endorsements), it is with Capital Letters. Plural forms of the words defined have the same meaning as the singular form.

### 1. ABROAD

Any country other than the PERMANENT COUNTRY OF RESIDENCE.

### 2. ACCIDENT

A sudden event during the term of validity of the POLICY, of which the cause or one of the causes is beyond the organism of the INSURED PERSON and which causes the INSURED PERSON physical injury.

### 3. ADVERSE PUBLICITY

Any negative reporting of an INSURED OCCURRENCE in local, regional or national media (including but not limited to radio, television, newspaper or magazines) which has potential to cause a MATERIAL INTERRUPTION.

### 4. ANY ONE ACCIDENT LIMIT

The maximum benefit the COMPANY will pay in total under benefits 1-1.23 including any extensions.

### 5. APPLICABLE INSURANCE LAW

The Law of 27 July 1997 on the insurance contract, as well as the additions, modifications and implementation decrees thereof.

### 6. BAGGAGE

BUSINESS EQUIPMENT and/or PERSONAL PROPERTY.

### 7. BODILY INJURY

Identifiable physical injury to the INSURED PERSON's body which is caused directly and solely by an ACCIDENT, does not result from sickness or disease and is not as a result of a GRADUALLY OPERATING CAUSE.

### 8. BUSINESS EQUIPMENT

Any property (other than MONEY, vehicles, vehicle parts or accessories) owned by the POLICYHOLDER, for which the INSURED PERSON is responsible.

#### **9. TRIP**

Any trip undertaken primarily for the purpose of the POLICYHOLDER's travel during the PERIOD OF INSURANCE and scheduled to last for a maximum duration of three months.

#### **10. COMPANY**

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#### **11. CONVEYANCE**

An aircraft, ship, train, coach, or similar means of transport which operates under a scheduled published timetable and charters.

#### **12. COUNTRY OF DOMICILE**

The country where the person is registered primarily on the population register and where this person gets his main residence.

#### **13. DEPARTURE**

The travel date upon which the INSURED PERSON is scheduled to depart as indicated on the ticket or in the TRAVEL ITINERARY.

#### **14. DEPENDENT CHILD(REN)**

Any of an INSURED PERSON's unmarried children (including step or legally adopted children) who are under 25 years of age who is economically dependent on the INSURED PERSON.

#### **15. DISTURBED AREAS**

Countries or regions that are indicated as such in the POLICY SCHEDULE.

#### **16. Event**

A sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event is limited to 72 consecutive hours and within a 15 kilometers radius of the event.

#### **17. FUNERAL or CREMATION EXPENSES**

Reasonable and necessary expenses related to the preparation of the INSURED PERSON's body for cremation or burial, coffin or urn expenses, hearse leasing or cemetery expenses.

#### **18. GRADUALLY OPERATING CAUSE**

A cause that is the result of a series of events which occur or develop over time that cannot be wholly attributable to a single ACCIDENT.

#### **19. HEMIPLEGIA**

The permanent, total and irrecoverable paralysis of one leg below the hip and one arm below the shoulder on the same side of the body.

#### **20. HOSPITAL**

HOSPITAL means an establishment duly constituted and registered as a facility for the care and treatment of sick or injured persons as paying bed patients and which:

- a. has organized diagnostic and surgical facilities,
- b. provides 24 hour a day nursing services by Registered Nurses,
- c. is supervised by a staff of MEDICAL PRACTITIONERS, and

d. is not a nursing home, rest home, convalescence home, place for custodial care, home for the aged, institution for Mental or Behavioral Disorders, preventorium, sanatorium, or a place for the treatment of alcoholics or drug addicts; even if located at the same place.

#### **21. ILLNESS**

Damage to the health of the INSURED PERSON not caused by an ACCIDENT with indisputable objective symptoms as determined by a MEDICAL PRACTITIONER.

#### **22. IMMEDIATE RELATIVES**

PARTNER, father, mother, sister, brother, child, grandchild, grandparent of the INSURED PERSON.

#### **23. INFECTIOUS DISEASE or VIRUS TESTING**

Expenses for a test or tests given to an INSURED PERSON to detect the presence of antibodies, antigens or other indicators of the presence of an INFECTIOUS DISEASE or Virus that (1) are ordered and provided under the care or supervision of a MEDICAL PRACTITIONER and carried out by a licensed medical facility; (2) do not exceed the usual level of charges for similar testing expense in the locality where the expense is occurred; (3) meet generally accepted standards of medical practice and (4) does not include charges that would not have been made if no insurance existed.

#### **24. INFORMANT**

Any person, other than an INSURED PERSON, providing information not otherwise obtainable, solely in return for a reward offered by the POLICYHOLDER.

#### **25. INPATIENT**

An INSURED PERSON for whom a HOSPITAL clinical case record has been opened and who has been admitted to a HOSPITAL for a minimum stay of 24 hours for the medical care and treatment of BODILY INJURY and ILLNESS.

#### **26. INSURED OCCURRENCE**

A notification of a potential claim directly related to a claim for Personal Accident or MEDICAL EXPENSES under this POLICY.

#### **27. INSURED PERSON**

The person or persons described on the POLICY SCHEDULE or any endorsements attached to the POLICY.

#### **28. LEGAL EXPENSES**

The costs, fees, expenses and other amounts reasonably incurred by the LEGAL REPRESENTATIVE in connection with any claim or legal proceedings, on behalf of an INSURED PERSON in connection with any claim or legal proceedings.

#### **29. LEGAL REPRESENTATIVE**

A lawyer or other qualified person who is designated and authorized to act on behalf of and for the account of the INSURED PERSON in accordance with the conditions of this insurance POLICY.

#### **30. LOSS OF HEARING**

Permanent, total and irrecoverable loss of hearing resulting in inability of the INSURED PERSON to hear sounds quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz when tested by a qualified audiologist.

#### **31. LOSS OF LIMB**

In the case of a leg or lower limb a. loss by permanent physical severance at or above the ankle; orb. permanent, total and irrecoverable loss of use of a complete leg or foot.

In the case of an arm or upper limb a. loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand); or b. permanent, total and irrecoverable loss of use of a complete arm or hand.

#### **32. LOSS OF SIGHT**

The permanent, total and irrecoverable physical loss of one or both eyes or the permanent, total and irrecoverable loss of a substantial part of the sight of one or both eyes. The COMPANY will consider loss of sight to be substantial if the loss of sight : 1) in both eyes results in the INSURED PERSON's name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or 2) remaining in one eye is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses (at 3/60 on the Snellen scale a person can see at 3 feet something that a person



who has not suffered loss of sight should be able to see at 60 feet).

### **33. LOSS OF SPEECH**

Permanent, total and irrecoverable loss of the ability to speak.

### **34. MEDICAL CONSULTANT**

A MEDICAL PRACTITIONER or other medical specialist (other than an INSURED PERSON or a RELATIVE of an INSURED PERSON) who holds a specialist accreditation issued in accordance with European Union Medical Directives (or foreign equivalents) or other similarly recognized body. For dental treatment only, a MEDICAL CONSULTANT is defined as a dental practitioner who holds a specialist dental accreditation or who specializes in a specific branch of dentistry.

### **35. MEDICAL EXPENSES**

The reasonable and necessary costs incurred outside an INSURED PERSON'S PERMANENT COUNTRY OF RESIDENCE, for medical, surgical or other remedial attention or treatment given or prescribed by a MEDICAL PRACTITIONER and all HOSPITAL, nursing home and ambulance charges. MEDICAL EXPENSES include optical and pregnancy/childbirth expenses and dental expenses if incurred as a result of an emergency or if they are the result of BODILY INJURY.

### **36. MEDICAL PRACTITIONER**

Doctor of medicine and/or member of the medical association (other than an INSURED PERSON or a RELATIVE of an INSURED PERSON) legally qualified to practice medicine in the country where the insured ACCIDENT or event and/or the treatment thereof takes place.

### **37. MOBILE PAYMENT TECHNOLOGY**

Mobile Payments via an APP, browser or through a contactless terminal (e.g. Apple or Android Pay).

### **38. MONEY**

Cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments with cash value.

### **39. NATURAL CATASTROPHE**

Volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire.

### **40. NON-SCHEDULED AIRCRAFT ACCUMULATION LIMIT**

The maximum amount the COMPANY will pay in the aggregate under sections 1.0-1.28 including any extensions to it and any other policy of personal accident insurance issued by the COMPANY in the POLICYHOLDER'S name for all INSURED PERSONS suffering BODILY INJURY in the same aircraft ACCIDENT (this not being an ACCIDENT involving a SCHEDULED AIRCRAFT) or series of aircraft ACCIDENTS contributed to or caused by the same original cause, EVENT or circumstance.

### **41. PARAPLEGIA**

The permanent and entire paralysis of both legs and part or whole of the lower half of the body.

### **42. PARTNER**

A person who is an INSURED PERSON'S husband or wife, fiancé or fiancée, or any civil or de facto partner with whom the INSURED PERSON has continuously lived at the same place of residence during the three months immediately prior to the commencement date of the BUSINESS TRIP and who is domiciled at the same address.

### **43. PERIOD OF INSURANCE**

The period of time shown on the POLICY SCHEDULE during which the POLICY is in place.

### **44. PERMANENT COUNTRY OF RESIDENCE**

A country in which an INSURED PERSON currently resides, has resided or intends to continue to reside for a continuous period of 12 months or longer for reasons of employment or self-employment, as well as the country of the usual place of work of the INSURED PERSON or the COUNTRY OF DOMICILE of the INSURED PERSON.

### **45. PERMANENT TOTAL DISABLEMENT**

A permanent, total and irrecoverable Disablement which totally prevents an INSURED PERSON from working in their usual occupation which in all probability will continue for the remainder of their natural life as determined by a MEDICAL CONSULTANT.

### **46. PERSONAL PROPERTY**

Property owned by and in the custody or control of an INSURED PERSON during the TRIP (other than MONEY, vehicles, vehicle parts, vehicle accessories or BUSINESS EQUIPMENT).

**47. POLICYHOLDER**

The legal entity inclusive of the insured companies shown on the POLICY SCHEDULE.

**48. POLICY SCHEDULE**

The document showing details of the PERIOD OF INSURANCE and INSURED PERSONS, included policy sections, and the Sums Insured, which should be read with this POLICY.

**49. REASONABLE ADDITIONAL EXPENSES**

Expenses for meals, taxi fares, essential telephone calls and lodging accommodations which were necessarily incurred as the result of Travel Delay and which are in excess of any vouchers provided or costs borne by the TRAVEL SUPPLIER or any other party free of charge.

**50. RELATIVE**

The INSURED PERSON's or PARTNER's aunt, brother, brother-in-law, child, grandchild, grandparent, nephew, niece, parent, parent-in-law, PARTNER, sister, sister-in-law or uncle.

**51. RENTAL VEHICLE**

A passenger class hatchback, sedan, van, mini-van, station wagon or four-wheel-drive rented or hired from a licensed motor vehicle rental company for the sole purpose of carrying the INSURED PERSON and their traveling companions on public roadways. It shall not include any other type of vehicle or vehicle use.

**52. QUADRIPLÉGIA**

The permanent and entire paralysis of both legs and both arms.

**53. SCHEDULED AIRCRAFT**

An aircraft that has more than 18 seats which flies from an internationally recognized airport on a published schedule.

**54. SCHEDULED AIRCRAFT ACCUMULATION LIMIT**

The maximum amount the COMPANY will pay in total under benefits 1.0-1.28 including any extensions and any other policy of personal accident insurance issued by the COMPANY in the POLICYHOLDER's name for all INSURED PERSONS suffering BODILY INJURY in the same SCHEDULED AIRCRAFT or series of SCHEDULED AIRCRAFT ACCIDENTS contributed to or caused by the same original cause, EVENT or circumstance.

**55. SUM INSURED**

The policy benefit as shown on the POLICY SCHEDULE or maximum amount policy benefit per claim.

**56. TERRORISM**

A clandestine organized act or a threat of act with ideological, political, ethical or religious purposes, executed individually or collectively, whereby violence is used on individuals or on the economic value of a material or immaterial asset and which is wholly or partially destroyed, either in order to make an impression on the population, in order to create a climate of insecurity, in order to put pressure on the government, or in order to hinder traffic or the normal functioning of a service or a business.

**57. THIRD DEGREE BURNS**

Burns which result in the destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands), and which require surgery or a skin grafting to treat.

**58. TRAVEL ARRANGEMENTS**

Any prepaid expenses for the INSURED PERSON's TRIP, including but not limited to hotel accommodations, rental cars or conveyance. TRAVEL ARRANGEMENTS will not include any registration fees or any insurance premiums.

**59. TRAVEL ITINERARY**

The outline of the INSURED PERSON's intended TRIP arrangements.

#### **60. TRAVEL SUPPLIER**

Any entity that provides TRAVEL ARRANGEMENTS for the INSURED PERSON'S TRIP.

#### **61. TRIPLEGIA**

The permanent, total and irrecoverable paralysis of both legs below the hip and one arm below the shoulder or both arms below the shoulder and one leg below the hip.

#### **62. VALID CLAIM**

Any claim under this POLICY which, according to the terms of the POLICY, the POLICYHOLDER or INSURED PERSON is entitled to receive a payment from the COMPANY.

**63. VICTIM** means an INSURED PERSON who is the subject of a VALID CLAIM.

#### **64. WAR**

Military action, either between nations or resulting from civil war or revolution. The COMPANY regards DISTURBED AREAS as countries at WAR.

## **General Exclusions**

The COMPANY will not be liable to pay any Benefit or cover any loss, injury, damage or legal liability sustained directly or indirectly by or caused by or arising directly or indirectly from:

1. WAR, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power in an INSURED PERSON'S PERMANENT COUNTRY OF RESIDENCE or any country listed on the POLICY SCHEDULE in one of the DISTURBED AREAS.
2. Air travel except as a fare-paying passenger on a Public CONVEYANCE operated by a commercial airline registered for the transportation of passengers on regular and published schedules.
3. Intentionally self-inflicted injury, suicide or suicide attempt of an INSURED PERSON.
4. Sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) or Human Immunodeficiency Virus (H.I.V) infection except as included under the SEXUAL ASSAULT Benefit.
5. Training for or participation in professional sports of any kind.
6. ACCIDENTS occurring during the preparation of or participation in crimes or criminal offences.
7. Intentional act of the POLICYHOLDER, an INSURED PERSON or a beneficiary.
8. An INSURED PERSON:
  - a) being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a MEDICAL PRACTITIONER and taken in accordance with the directions of a MEDICAL PRACTITIONER; or
  - b) having a Blood Alcohol Content violating the laws of the country in which the INSURED INCIDENT takes place.
9. The INSURED PERSON being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organization.
10. An INSURED PERSON travelling against the advice of a MEDICAL PRACTITIONER.
11. An INSURED PERSON travelling for the purpose of receiving medical treatment or advice.

This POLICY will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any individual or entity identified on any applicable government watch list as a supporter of TERRORISM, narcotics or human trafficking, piracy, proliferation of weapons of mass destruction, organized crime, malicious cyber activity, or human rights abuses.

## **GENERAL CONDITIONS**

### **1. Claims notification and evidence**

a. The INSURED PERSON/POLICYHOLDER shall report any damage to the COMPANY as soon as possible and in any case within 8 calendar days, calculated from the moment he/she becomes aware of such damage. The COMPANY may however not claim non-compliance with the aforementioned period of time if the claim is notified as soon as reasonably possible.

- b. The INSURED PERSON/POLICYHOLDER shall immediately provide the COMPANY with any useful information, as well as answer questions which are asked of him/her, in order to establish the circumstances and the extent of the damage.
- c. In respect of each indemnity insurance, the INSURED PERSON/POLICYHOLDER shall take all reasonable measures to prevent and limit the consequences of the damage.
- d. If the INSURED PERSON/POLICYHOLDER does not comply with one of the obligations as stated under a, b and c and harm results for the COMPANY, the COMPANY may claim a reduction of its benefits in the amount of the harm it has suffered.
- e. The COMPANY may refuse to provide cover if the INSURED PERSON/POLICYHOLDER with fraudulent intent did not comply with the obligations set out under a, b and c. The COMPANY must be provided with all reasonable and necessary evidence required by the COMPANY to support a claim. If the information supplied is insufficient, the COMPANY will identify the further information which is required.

## **2. Cover under more than one category**

Where an INSURED PERSON is covered under more than one POLICY category of INSURED PERSONS as shown on the POLICY SCHEDULE and more than one benefit item as shown on the POLICY SCHEDULE or any attached endorsement in relation to a single event, the COMPANY will only pay the SUM INSURED for the highest benefit item under one category of INSURED PERSONS for the loss sustained.

## **3. Currency**

Claims involving foreign currency will be converted into the currency in which the premium and benefits/SUM INSURED are shown, at the selling rate of exchange published on: [www.oanda.com/currency/converter](http://www.oanda.com/currency/converter) on the day of the loss or the next business day. Unless specifically agreed otherwise, claims will be paid in the country where the POLICY is issued.

## **4. Failure to comply with conditions**

Where the POLICYHOLDER or an INSURED PERSON does not comply with any obligation to act in a certain way specified in this POLICY, this may prejudice the POLICYHOLDER or an INSURED PERSON's position to recover under any claim if the non-fulfillment of the obligation has a causal link with the loss.

## **5. Interest on amounts payable under this Policy**

The COMPANY will not pay interest on any amount paid under this POLICY.

## **6. Indemnity**

Indemnities shall be based on the medical and factual data available to the COMPANY. The INSURED PERSON and/or the beneficiary/beneficiaries has/have the right to accept or to refuse these. In the latter case he/she/they shall notify the COMPANY of his/her/their objection(s) by registered mail sent within 90 calendar days after having been informed of said indemnity. All indemnities shall be payable without interest after acceptance by the INSURED PERSON, POLICYHOLDER and/or beneficiary/beneficiaries. Any claim for an indemnity upon refusal by the COMPANY shall become prescribed three years after the refusal is notified.

## **7. DISTURBED AREAS**

If the INSURED PERSON declares that he/she plans to travel to a DISTURBED AREA and the COMPANY agrees, the POLICY shall be extended accordingly and an extra premium shall be charged.

## **8. Beneficiary/beneficiaries in case of Accidental death**

In the case of Accidental Death of the INSURED PERSON, the beneficiary/beneficiaries is/are:

- the beneficiary as indicated by the POLICYHOLDER;
- failing him/her the husband/wife non-separated from bed and board of the INSURED PERSON;
- failing him/her the child/children of the INSURED PERSON;
- failing him/her/them the PARTNER of the INSURED PERSON;
- failing him/her legal heirs of the INSURED PERSON, except for the State.

This means that the creditors, including the tax administration, are not entitled to the indemnity.

The POLICYHOLDER is free to choose the beneficiary by simply stating this on the insurance proposal, or by sending a registered letter to the COMPANY.

Except in the cases in which the beneficiary has accepted, the INSURED PERSON/POLICYHOLDER may at any time unilaterally change the designated beneficiary by means of a registered letter to the COMPANY.

#### **9. Payment of Premium**

The premium shall be paid in advance. The premium is due and payable in the place of residence of the POLICYHOLDER upon presentation of the receipt or upon notification of the premium due date. Legally imposed taxes and contributions are in addition to this premium.

In case of non-payment of the premium, the regulations of the APPLICABLE INSURANCE LAW shall become applicable.

#### **10. POLICY Alteration**

The COMPANY shall be notified immediately of any change in the risk. In all cases in which the risk disappears, decreases or increases, the parties shall act in accordance with the APPLICABLE INSURANCE LAW.

#### **11. POLICY Interpretation, Governing Law and Jurisdiction**

The provisions of the present POLICY are governed by the APPLICABLE INSURANCE LAW and by all its extensions, modifications and executory decisions. Any disputes between parties shall be judged exclusively by the courts of Luxembourg.

#### **12. Premium Adjustment**

A flat premium shall apply to this POLICY. No premium adjustment shall be made, unless the total number of travel days or number of travellers at the end of the Insurance Period – as mentioned in the register – has increased or decreased with the percentage stated in the POLICY

#### **13. Reasonable Care**

The POLICYHOLDER and each INSURED PERSON must take all reasonable steps to avoid and minimize any loss or damage and must also make every effort to recover any property covered by this POLICY which has been lost or stolen.

#### **14. Recovery from third parties**

In the event that a third party is held liable for all or part of any claim paid under this POLICY, the COMPANY may exercise its legal right to pursue the third party to recover its outlay. The POLICYHOLDER or an INSURED PERSON will upon the COMPANY's request agree to and permit the COMPANY to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. The COMPANY will pay the costs and expenses involved in exercising its right against the third party. The COMPANY shall waive any recourse towards the liable third party/parties for the covers Accidental Death and Permanent Disability after ACCIDENT (Section 1 – Personal Accident).

#### **15. Sanctions**

The COMPANY will not be deemed to provide cover and the COMPANY shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the COMPANY, its parent COMPANY or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Belgium, the United Kingdom or the United States of America.

#### **16. Fraud**

Any fraud, deliberate dishonesty or deliberate hiding of information connected with the POLICYHOLDER's application for this POLICY will make this POLICY invalid. In this event the COMPANY will not refund any premiums and the COMPANY will not consider for payment any claims which have not already been submitted to the COMPANY.

#### **17. Start and finish of cover**

The POLICY commences and ends on the date stipulated in the POLICY SCHEDULE.

#### **18. Personal Data**

##### **How we use Personal Information**

We are committed to protecting the privacy of customers, claimants and other business contacts. **“Personal Information”** identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the

content of this notice and our Privacy Policy and obtain their permission (where possible) to share their Personal Information with us. **The types of Personal Information we may collect and why** - Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) or (where we require it and are legally permitted to collect it) information about criminal convictions, as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Assessments and decisions about the provision and terms of insurance and the settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis
- (Internal) audit

**Sensitive Personal Information** – In connection with the provision of insurance and the assessment of a claim, we will collect, use and disclose certain Sensitive Personal Information concerning your health and medical conditions. Where we do this, we will do so with your explicit consent and as otherwise permitted by law.

**Sharing of Personal Information** - For the above purposes, Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of your Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to request that we correct inaccurate data, erase data, or suspend our use of data. These rights may also include a right to transfer your data to another organization, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator in your country. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

## Disputes and Complaints

The COMPANY believes the POLICYHOLDER deserve a courteous, fair and prompt service. If there is any occasion when the COMPANY's service does not meet the POLICYHOLDER's expectations, please contact the COMPANY using the appropriate contact details below providing the policy/claim number and the name of the POLICYHOLDER/INSURED PERSON to help the COMPANY to deal with the POLICYHOLDER's comments quickly.

### 1. Applicable law

The provisions of the present contract are governed by the APPLICABLE INSURANCE LAW and by all its extensions, modifications and executory decisions.

### 2. Complaints

The COMPANY strives to treat the INSURED PERSON in a courteous, fair and prompt manner. If despite the efforts of the COMPANY, the INSURED PERSON is not satisfied, it can address a complaint:

- By e-mail: [luxembourg.complaints@aig.com](mailto:luxembourg.complaints@aig.com)
- By phone: +32 2 739 9690
- By fax: +352 2 739 9393
- By ordinary mail: AIG Europe S.A., Complaints, Pleinlaan 11, 1050 Brussels

The COMPANY requests the INSURED PERSON to mention the policy number and/or claims file number and, if available, the name of the contact person within the COMPANY.

### 3. Jurisdiction

Any dispute between parties will be subject to the exclusive competence of the courts of Luxembourg.

### 4. Ombudsman for insurances

If we cannot offer you a satisfactory solution, you can also call upon :

The Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

As well as (for consumers) :

- Service National du Médiateur de la consommation

Ancien Hôtel de la Monnaie

6, rue du Palais de Justice

L-1841 Luxembourg

(+352) 46 13 11

[info@mediateurconsommation.lu](mailto:info@mediateurconsommation.lu)

[www.mediateurconsommation.lu](http://www.mediateurconsommation.lu)

or

- Médiateur en Assurances

Association des Compagnies d'Assurances et de Réassurances du Grand-Duché de Luxembourg

(ACA),

12, rue Erasme

L – 1468 Luxembourg

(+352) 44 21 44 1

[mediateur@aca.lu](mailto:mediateur@aca.lu)

<https://www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6>

Filing a complaint does not prejudice the possibility of the INSURED PERSON to start legal proceedings.

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