

## TABLE OF BENEFITS

<b>TRAVEL INSURANCE FOR VISA INFINITE CARDHOLDERS - Kuwait</b>	
	<b>Maximum Benefit Amount / Limit of Liability</b>
<b>A. Personal Accident Benefits (Common Carrier)</b>	
Personal Accident	<b>Adult:</b>
	International Trips: USD 500,000
	Domestic Trips: USD 100,000
	<b>Children:</b>
	USD 5,000
Accidental Death	100% of the Benefit Amount
Permanent Partial Disability due to Accident	% of the Benefit Amount as per scale
Permanent Total Disability due to Accident	100% of the Benefit Amount
<b>B. Medical and Related Benefits</b>	
Emergency Medical Expenses	USD 2,500,000
	Dental Expenses USD 10,000
<i>Deductible</i>	USD 100 Domestic Trips USD Nil International Trips
Emergency Repatriation Expenses	USD 2,000,000
Hospital Benefit	USD 100 per day up to USD 3,000
Emergency Family Repatriation	USD 600 per day up to USD 500,000
Return of Mortal Remains / Burial Expenses	USD 5,000
<b>C. Travel Inconvenience Benefits</b>	
Trip Cancellation/Curtailment	USD 7,500
Accompaniment of Minor / Child Repatriation	Economy class ticket
Missed Departure (international trips only)	Up to USD 1,500 annually
<i>Deductible</i>	USD 50
Missed Connection (international trips only)	USD 500
Personal Property	USD 2,500
<i>Single Article Limit</i>	USD 375
<i>Valuables Limit in Total</i>	USD 375
<i>Deductible</i>	USD 50
Trip Delay	up to USD 75 per hour up to USD 1,000
<i>Deductible</i>	4 Hours
Baggage Delay	up to USD 42 per hour up to USD 500
<i>Deductible</i>	4 Hours
Loss of Money	USD 375
<i>Deductible</i>	USD 50
Loss of Travel Documents	USD 750
<i>Deductible</i>	USD 50
Hijack	USD 125 per day up to USD 2,500

Personal Liability	USD 500,000
Legal Expenses	USD 7,500
Bail Bond	USD 7,500
<b>D. Winter Sports (Trips Abroad Only)</b>	
Winter Sports Equipment	up to USD 625
Hired Winter Sports Equipment	up to USD 625
Single Article Limit	USD 375
Winter Sports Equipment Hire	USD 20 for each full 24 hours up to USD 200
Ski Pack	USD 75 for each full 24 hours up to USD 375
Piste Closure	USD 20 for each full 24 hours up to USD 250
Avalanche	up to USD 250
<b>The Policy will only cover the following benefit if 100% of the total cost has been charged to the covered card by the Cardholder.</b>	
<b>E. Rental Car Collision Damage Waiver</b>	
Limit per 365 day period	USD 50,000
Limit per incident	USD 50,000
Excess per claim	nil
Each Benefit Amount or Limit of Liability contained within the Table of Benefits is in United States Dollars (USD). Payment of claims will be made in local currency where required by law.	

## **EMERGENCY ASSISTANCE**

**In case of an emergency, call:**  
**24 Hours Assistance Department**  
**+971 (4) 253 6024 (Arabic, French, English)**

**For information on how to submit a claim, please refer to How to Make a Claim**

### **International SOS Services**

International SOS will provide various medical and travel assistance Services to the Cardholder. Those Services provided directly by International SOS are covered under this Policy, Where a third party, such as a Physician or courier, is utilised the provision of such Services is at the expense of the Cardholder, unless such costs are covered under the terms of this Policy.

#### **Telephone assistance**

If contacted International SOS will provide medical advice to the Cardholder by telephone, including information on inoculation requirements for travel. International SOS will also provide information on travel visas. It must be noted that any such advice is inevitably limited by the circumstances and International SOS cannot be held liable for errors

#### **Service Provider referral**

If contacted, International SOS will provide to the Cardholder contact details for medical or legal service providers, including physicians, dentists, lawyers, legal practitioners, interpreters, hospitals and other relevant persons or institutions. In such cases, whilst International SOS exercises care and diligence in selecting the providers, it does not provide the actual advice and is not responsible for the advice given or the outcome thereof. Further, unless the cost of the provision of the actual Services by third parties is covered by this Policy, they must be borne separately by the Cardholder.

#### **Medical Monitoring**

In the event of a Cardholder requiring hospitalisation, International SOS will, if required, monitor the Cardholder's medical condition during and after hospitalisation until the Cardholder regains a normal state of health, subject to any and all obligations in respect of confidentiality and relevant authorisation.

#### **Cardholder support**

In the event that International SOS is contacted to report a lost or stolen Card or for account queries, International SOS shall contact the Policyholder's customers service line as soon as practicable.

### **Guarantee of Payment**

If covered under the terms of this Policy, International SOS will guarantee or pay any required hospital admittance deposit on behalf of a Cardholder.

### **Third Party Services**

In the event of an emergency where, either the Cardholder cannot be adequately assessed by telephone for possible evacuation, or the Cardholder cannot be moved and local medical treatment is unavailable, International SOS will, send an appropriately qualified medical practitioner to the Cardholder. International SOS will not pay for the costs of such Services unless covered under the terms of this Policy.

International SOS will arrange to have delivered to the Cardholder essential medicine, drugs, medical supplies or medical equipment that are necessary for a Cardholder's care and/or treatment but which are not available at the Cardholder's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. International SOS will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof unless covered under the terms of this Policy.

## **HOW TO MAKE A CLAIM**

Please read the appropriate section in the benefits to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.

### **Making a claim**

In the event of a medical emergency or if Your claim relates to travel You should call the Assistance Department who are available 24 hours a day at:

+971 (4) 253 6024 (Arabic, French, English)

For all other claims please email our Claims Helpline at [creditcardclaims@crowco.me](mailto:creditcardclaims@crowco.me)

You will need to provide:

- Your name,
- First 9 digits of Your covered card number
- Your address, and
- The section under which you wish to make a claim, and
- Brief details of Your claim.

We ask that You notify us within 90 days of You becoming aware of an incident or loss leading to a claim and You return Your completed claim form and any additional information to us as soon as possible.

**Additional Information**

You must supply all of Your original invoices, receipts and reports etc. You should check the section under which You are claiming for any specific conditions and details of any supporting evidence that You must give Us.

It is always advisable to keep copies of all the documents that You send to us.

**Claims Handling Agents**

To help Us agree a quick and fair settlement of a claim, it may sometimes be necessary for Us to appoint a claims handling agent.

**Payments**

The Insurer shall make the payments to Eligible Cardholders. Payment of any indemnity shall be subject to the laws and governmental regulations that are in effect in the country of payment.

Where allowable by law, benefit for Loss of Life is payable to the Cardholder designated by the Insured Person. If there has been no such designation, then payment of claim will be to the Insured Person's first surviving Cardholder as follows:

- a) Spouse;
- b) Children, in equal shares;
- c) Parents, in equal shares;
- d) Brothers and sisters, in equal shares; or
- e) Executor or administrator or equivalent person in the Cardholder's Country of Residence

All other benefits will be paid to the Insured Person or other appropriate party where necessary. Payment of any indemnity shall be subject to the laws and governmental regulations then in effect in the country of payment.

**Sanctions**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 (re)insurer, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws, regulations or restrictions of the European Union, United Kingdom, the United Arab of Emirates, the DIFC, the Kingdom of Bahrain, the Kingdom of Saudi Arabia, the Arab Republic of Egypt or United States of America.

**Governing Law**

This Policy, its eligibility and Policy are to be interpreted according to the laws of Kuwait. Any dispute will be subject to the jurisdiction of the competent courts of Kuwait.

**Policy Changes**

Please ensure You are always reviewing the latest Policy Wording.

We reserve the right to make changes or add to these Policy terms for legal or regulatory reasons and/or to reflect new industry guidance and codes of practice.

## GENERAL DEFINITIONS

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

**Accident:** a sudden, unforeseen, uncontrollable and unexpected physical event to the Insured Person caused by external, violent and visible means occurring during a Covered Trip.

**Adverse Weather:** any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.

**Assistance/Assistance Provider/Assistance Service:** International SOS (means International SOS Assistance (UK) Ltd, Building 4, Chiswick Park, 566 Chiswick High Road, London, W4 5YE, United Kingdom) or (Assistance Centre to be specified dependant on territory of the risk.)

**Benefit Amount / Limit of Liability:** the maximum amount payable under any single cover per Cardholder during a Covered Trip.

**Checked Baggage:** a piece of baggage which was checked in and in the custody of a Common Carrier and for which a claim check has been issued to You by a Common Carrier.

**Child or Children:** the Eligible Cardholders' son or daughter, biological offspring and stepchildren and directly and biologically related children born outside of marriage aged above 3 months and under eighteen (18) years of age (or under twenty three (23) years of age if a full time student), unmarried and primarily dependent on the Insured Person for support.

**City of Residence:** the city in which the Insured Person currently resides.

### **Commencement Date**

1<sup>st</sup> June 2022

**Common Carrier:** any land, water or air conveyance operated under a valid license for the transportation of fare-paying passengers and which run to a schedule published timetable and for which the Eligible Cardholder has purchased a ticket with the Eligible Card or for which has been purchased with points earned by a Rewards Program associated with the Eligible Card.

**Country of Residence:** the country in which the Insured Person legally resides.

**Covered Medical Expenses:** expenses incurred overseas by You for services and supplies which are recommended by an attending Physician.

**Covered Trip:** an Insured Person's land, sea or air travel arrangements for a scheduled tour, trip or cruise that take place during the Period of Insurance, devoted entirely to pleasure, rest or relaxation, where travel begins and ends in the Country of Residence and has been pre-paid with the Eligible Card provided that at least 50% of the cost of transport and/or accommodation for the trip has been charged to the Eligible Card. Any trip solely within the Country of Residence is covered only if You have pre-booked at least two nights' accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation for a fee. Covered Trip must be a return trip and is effective from the departure date to the return date as shown on the ticket purchased with the Eligible Card subject to a maximum of 90 days. This will include planned and pre-paid domestic trips within Kuwait from the Insured Person's City of Residence. A reference to Trip shall mean a Covered Trip.

**Deductible:** the amount of expenses or the number of days of each and every Loss payable by the Insured Person before the Policy benefits become payable.

**Eligible Card:** Visa Infinite Cardholders' cards issued from time to time in the individual countries within the Territory.

**Eligible Cardholders or Cardholders:** Cardholders aged between 18 years and 80 years, who are resident in Kuwait, with Eligible Cards that are valid, open and in good standing (not cancelled, suspended or delinquent) at the time of purchase of Covered Trip who shall be entitled to receive payment or such other benefit as is provided for in this Policy.

**Emergency Evacuation:** (a) Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; (b) after being treated at a local Hospital, Your medical condition warrants transportation to Your current place of residence to obtain further medical treatment or to recover; or (c) both (a) and (b) above.

**Equipment Failure:** any sudden, unforeseen breakdown in the Common Carrier's equipment that caused a delay or interruption of normal trips.

**Family:** a Spouse and up to 5 Children.

**Hijacking:** the unlawful seizure or wrongful exercise of control of an aircraft or other Common Carrier, or the crew thereof, in which the Insured Person is travelling as a passenger.

**Hospital:** a place that:

- (a) holds a valid license (if required by law);
- (b) operates primarily for the care and treatment of sick or injured persons;
- (c) has a staff of one or more Physicians available at all times;
- (d) provides 24-hour nursing service and has at least one registered professional nurse on duty at all times;



(e) has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis; and  
(f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment centre.

**Immediate Family Member:** a person's legal spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews.

**Injury:** a bodily Injury caused solely and directly by violent, accidental, external and visible means resulting directly and independently of all other causes occurring during a Covered Trip while this Policy is in effect.

**Inpatient:** an Insured who is confined to a Hospital for whom a room and board charge is made.

**Insured Events:** an occurrence which is outlined in the Coverage benefits as a circumstance for which coverage is provided that takes place during a Covered Trip

**Insured Person(s)/ You / Your:** Eligible Cardholders and their "Family" including secondary or additional cardholders aged between 18 years and 80 years on the same account, in individual country within the Territory and where such Eligible Card is issued by a participating Issuer. Eligible Cardholders should be residents of Kuwait. "Family" can be resident of other countries.

**Insurers/ We/ Us / Our:** Warba Insurance Company K.S.C., WARBA Tower - Ahmad Al-Jaber St. Al-Abdulrazzak Sq. Safat, Kuwait City, Al Asimah 13103 Kuwait.

**Issuer:** a bank or financial institution or like entity that is authorized by VISA to operate a VISA credit or debit card program in the Territory and is participating in the Travel Insurance offering to Eligible Cardholders.

**Medically Necessary:** medical services or supplies which: (a) are essential for diagnosis, treatment, or care of the covered loss under the applicable benefit for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; and (c) is ordered by a Physician and performed under his or her care, supervision, or order.

### **Period of Insurance**

1<sup>st</sup> June 2022 to 31<sup>st</sup> May 2023

### **Permanent Total Disability**

A disability which has lasted for at least 12 months from which We believe the Insured Person will never recover and which prevents the Insured Person from carrying out, or giving any attention to, any business or occupation for the remainder of their life.

**Personal Property:**

1. Any suitcase, trunk or container of a similar kind and its contents;
  2. Valuables;
  3. Any other article worn or carried by an Insured Person;
- that is not otherwise excluded and which is either owned by an Insured Person or for which an Insured Person is legally responsible.

**Physician:** a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform surgery in accordance with the laws of the country where such professional services are performed; however, such definition will exclude chiropractors, physiotherapists, homeopaths, and naturopaths. In addition, a member of the Insured Person's immediate family cannot be considered a Physician.

**Policy:** this Travel Insurance, which is issued to the Policyholder to cover Eligible Cardholders who hold Eligible Cards issued in the individual countries within the Territory.

**Policyholder:** Visa International Service Association (“Visa”).

**Pre-existing Condition:** a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a two year period preceding the Covered Trip, or a condition for which hospitalization or surgery was required within a five year period preceding the Covered Trip.

**Prevented from taking the Trip:**

- (i) With regard to Sickness, Injury or Death of an Insured Person, a Physician has recommended that due to the severity of the condition it is Medically Necessary that the Cardholder cancels the Trip. The Insured person must be under the direct care and attendance of a Physician.
- (ii) With regard to Sickness, Injury or Death of the Immediate Family Member of a Cardholder, the severity or acuteness of their condition or the circumstances surrounding that condition is/are such that an ordinarily prudent person must cancel the Trip.

**Reasonable Additional Expense:** reasonable expenses for meals, refreshments, Additional accommodation (room only) and travel expenses necessarily incurred and which were not provided by the Common Carrier or any other party free of charge.

**Rewards Program:** a program offered by the Issuer allowing the Cardholder to earn value (points, cash, etc.) and redeem rewards (merchandise, travel, etc.) on the Eligible Card.

**Sickness:** an illness or disease which first manifests itself and is contracted while this Policy is in effect requiring treatment by a Physician.

**Spouse:** Eligible Cardholders' legally married husband or wife between the ages of eighteen (18) years and eighty (80) years.

**Strike** - any labour disagreement which interferes with the normal departure and arrival of a Common Carrier.

**Table of Benefits:** Travel Insurance benefits and Benefit Amounts as shown on the first and second pages.

**Territory:** Kuwait.

**Terrorism:** the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized as an act of terrorism by the government where the event occurs.

**Transportation:** any land, water or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

**Travel Insurance:** Policy offering Travel benefits, as stated under Table of Benefits, which are offered to the Cardholders by Insurers.

**Unable to continue the Trip:**

(i) With regard to Sickness, Injury or Death of an Insured Person, a Physician has recommended that due to the severity of the condition it is Medically Necessary that the Cardholder interrupts the Trip. The Insured Person must be under the direct care and attendance of a Physician.

(ii) With regard to Sickness, Injury or Death of the Immediate Family Member of a Cardholder, the severity or acuteness of their condition or the circumstances surrounding that condition is/are such that an ordinarily prudent person must interrupt the Trip.

**Unattended**

Where the Insured Person is not in full view of or not in a position to prevent unauthorised taking or interference with that Personal Property, Money or vehicle.

**Usual, Reasonable and Customary Charges:**

a charge which:

(a) is charged for treatment, supplies or medical services medically necessary to treat Your condition;

(b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and

(c) does not include charges that would not have been made if no insurance existed.

**Valuables**

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks, iPads, tablets and the like), computer games equipment (including consoles, games and peripherals), jewellery, watches, furs, leather goods, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals and any other item worth USD 2,500 or more.

**War:** any declared or undeclared war or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

# COVER

The Insurers will indemnify You for the following Insured Events resulting from Covered Trips, subject to the Benefit Amounts declared in the Table of Benefits.

## A. PERSONAL ACCIDENT BENEFITS (COMMON CARRIER)

Accidental Death

Permanent Partial Disability due to Accident

Permanent Total Disability due to Accident (Including Loss of Sight or Hearing)

If Injury to You occurs while on a Common Carrier and results in one of the losses shown in the Table of Losses below, We will pay the indicated percentage of the Benefit Amount. Injury must occur while You are riding as a passenger in or on, boarding or alighting from, a Common Carrier. The loss must occur within 365 days of the date of the Accident which caused Injury.

If more than one loss results from any one accident, only one amount, the largest, will be paid.

### What is Covered

#### Personal Accident Benefits (Common Carrier)

Adult:	International Trips: USD 500,000 Domestic Trips: USD 100,000
Children:	USD 5,000

Accidental Death	100% of the Benefit Amount
Permanent Partial Disability due to Accident	% of the Benefit Amount as per scale
Permanent Total Disability due to Accident	100% of the Benefit Amount

#### Table of Losses

#### % of Benefit Amount

Accidental Death .....	100%
Both Hands or Both Feet .....	100%
Sight of Both Eyes .....	100%
One Hand and One Foot .....	100%
Either Hand or Foot and Sight of One Eye .....	100%
Speech and Hearing in Both Ears.....	100%
Either Hand or Foot.....	50%
Sight of One Eye.....	50%
Speech.....	50%
Hearing in Both Ears.....	50%
Thumb and Index Finger of Same Hand.....	25%

If the Injury occurred while travelling internationally on a Common Carrier, the Benefit Amount is up to a maximum of USD 500,000. Where You under local law are permitted to have more than one Spouse, it is hereby noted that should more than one Spouse suffer Injury the maximum payable will be USD 500,000. If the aggregate amount of all benefits payable under this Policy in respect of Spouses exceeds that amount the benefit payable for each Spouse shall be proportionately reduced until the total of all benefits does not exceed USD 500,000.

If the Injury occurred while travelling domestically outside the City of Residence on a Common Carrier, the Benefit Amount is up to a maximum of USD 100,000. Where You under local law are permitted to have more than one Spouse, it is hereby accepted that should more than one Spouse suffer Injury the maximum payable will be USD 100,000. If the aggregate amount of all benefits payable under this Policy in respect of Spouses exceeds that amount the benefit payable for each Spouse shall be proportionately reduced until the total of all benefits does not exceed USD 100,000.

"Loss" with regard to:

- a. Hand or foot means actual severance through or above the wrist or ankle joints;
- b. Eye means entire and irrecoverable loss of sight;
- c. Thumb and index finger means actual severance through or above the joint that meets the hand at the palm; and
- d. Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears

## **Exposure**

1. For the purposes of the Accidental Death and Dismemberment benefits above, if You suffer a loss resulting from being unavoidably exposed to elements due to an Accident occurring while riding as a passenger in or on, boarding or alighting from, a Common Carrier, will be considered as an Injury and indemnity shall be payable as if resulting from an Injury. Loss must occur within 365 days of the date of the Accident.

## **What is not Covered**

1. Medical or surgical treatment except as may be necessary solely as a result of Injury.
2. Death or Injury as a result of Your direct participation in any act of Terrorism.

## **B. MEDICAL & RELATED BENEFITS**

### **Emergency Medical Expenses**

#### **What is Covered**

We will pay up to the amount shown in the Table of Benefits in respect of the Usual, Reasonable and Customary Charges for Covered Medical Expenses, sustained by You provided such Covered Medical Expenses did not relate to or occur due to any Pre-existing Condition. All expenses must be incurred within 52 weeks of the date of the covered Injury or Sickness. Covered Medical Expenses include the following:

- a. charges for services of a Physician including diagnosis, treatment and surgery by a Physician;
- b. charges made by a hospital for room and board, floor nursing and other services, including charges for professional services, except personal services of a non-medical nature, provided, however, that expenses do not exceed the hospital's average charge for a semi-private room and board accommodation;
- c. charges for anaesthetics (including administration), x-ray examinations or treatments, and laboratory tests, medical, the use of radium and radioactive iso-types, oxygen, blood transfusions, iron lungs and medical treatment;
- d. charges for ambulance service;
- e. charges for dressings, drugs, medicines, and therapeutic services and supplies that can only be obtained upon a written prescription of a Physician or surgeon; and
- f. charges for emergency dental treatment for the alleviation of sudden pain only resulting from injuries sustained to natural teeth subject to a maximum of \$100 per tooth; and
- g. additional telephone charges necessarily incurred, during an emergency, by You, to contact Hospitals as a direct result of Your Injury or Sickness, up to a maximum of \$100.

The benefit paid under this section will be in excess of any deductible applied and shall in no event include any amount which is in excess of the Usual, Reasonable and Customary charges.

If the charge incurred is in excess of the Usual, Reasonable and Customary charges, such excess amount shall not be recognized as Covered Expenses. All charges shall be deemed to be incurred on the date such services or supplies which give rise to the expense or charge are rendered or obtained.

#### **Special Conditions**

1. You must give notice as soon as possible to International SOS of any

- Accident or illness which necessitates admittance to hospital as an inpatient or before any arrangements are made for repatriation.
2. In the event of Your Accident or illness We reserve the right to relocate You from one hospital to another and arrange for repatriation to the Country of Residence at any time during the Trip. We will do this if in the opinion of the Physician in attendance or International SOS You can be moved safely and / or travel safely to the Country of Residence to continue treatment.

### **What is not Covered**

1. Services, supplies, or treatment, including any period of hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician;
2. Routine physicals or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician;
3. Elective, cosmetic, or plastic surgery, except as a result of an accident;
4. Dental care, except as a result of Injury to sound natural teeth caused by Accident while this Policy is in effect;
5. Congenital anomalies and conditions arising out of or resulting there from;
6. Organ transplants that competent medical professionals consider experimental
7. Child care costs following your admittance to Hospital
8. Expenses which are not exclusively medical in nature.
9. Private hospital or medical care within the Country of Residence where public funded services or care is available.
10. Any expenses incurred in City of Residence.
11. Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing;
12. Treatment provided in a government hospital or services for which no charge is normally made;
13. Mental, nervous, or emotional disorders or rest cures; and/or
14. Any claim arising from pregnancy related conditions not due to unforeseen complications of pregnancy which first arise after departing on a Trip. Normal pregnancy, childbirth, travelling when you are more than 35 weeks pregnant for a single pregnancy (or more than 32 weeks for multiple pregnancy) or travelling when Your Physician has recorded the pregnancy as being at heightened risk of premature birth, would not constitute an unforeseen complication.
15. Any Medical expenses incurred as a direct result of terrorist activity unless such incurred costs are as a result of innocently being caught up in such action.
16. Benefits will not be provided for any loss or expense incurred after or upon



return to Your City of Residence.

17. Costs of telephone calls for which You are unable to provide a receipt or other evidence to show the cost of the call and the number telephoned.

18. Deductible of USD100 on Domestic Trips Nil on International Trips

## **HOSPITAL BENEFIT**

### **What is Covered**

If We accept a claim under the Emergency Medical Expenses section We will also pay a per day benefit, up to the maximum stated in the Table of Benefits, if it becomes Medically Necessary for You to be admitted as an Inpatient in a Hospital due to Injury or Sickness that occurs outside Your City of Residence and commences while this Policy is in effect. The confinement must be recommended by a Physician.

### **What is not Covered**

1. Any admittance as a result of a Pre-existing Condition;
2. Any Hospitalization in Your City of Residence;
3. Any claim arising from pregnancy related conditions not due to unforeseen complications of pregnancy which first arise after departing on a Trip. Normal pregnancy, childbirth, travelling when you are more than 35 weeks pregnant for a single pregnancy (or more than 32 weeks for multiple pregnancy) or travelling when Your Physician has recorded the pregnancy as being at heightened risk of premature birth, would not constitute an unforeseen complication.
4. Routine physical exams;
5. Cosmetic or plastic surgery, except as a result of Injury;
6. Any mental or nervous disorder or rest cures.

## **EMERGENCY REPATRIATION EXPENSES**

### **What is Covered**

We will pay up to the amount in the Table of Benefits in respect of Usual, Reasonable and Customary Charges for covered expenses if incurred outside Your City of Residence should Injury or Sickness result in Your necessary Emergency Evacuation.

Any Emergency Evacuation must be ordered or recommended by International SOS or a Physician who certifies that the severity or the nature of Your Injury or Sickness warrants Your Evacuation.

Covered expenses are those for Transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with Your Emergency Evacuation. All Transportation arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for Transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting You; and (c) arranged and authorized in advance in accordance with the procedures set out on pages 2 and 3.

## **EMERGENCY FAMILY REPATRIATION**

### **What is Covered**

If You are hospitalized for more than 5 days following a covered hospitalization during the Covered Trip, We will reimburse You up to the amount stated in the Table of Benefits for:

1. The cost of round-trip economy airfare to bring a person chosen by You to be at Your bedside if You are alone during Your Trip.
2. The reimbursement of the Hotel room charge due to convalescence after Your Hospital discharge, which has been approved by International SOS up to a daily amount and total maximum amount stated in the Table of Benefits.

These expenses must be authorized in advance by International SOS. Benefits will not be provided for any expenses provided by another party at no cost to You or if expenses are already included in the cost of the Trip.

## **RETURN OF MORTAL REMAINS / BURIAL EXPENSES**

### **What is Covered**

We will pay benefits up to the maximum amounts as stated in the Table of Benefits for covered expenses reasonably incurred to return Your body to Your City of Residence if You die outside of Your City of Residence.

Covered expenses include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffins; and (d) Transportation.

## **C. TRAVEL INCONVENIENCE BENEFITS**

### **TRIP CANCELLATION & CURTAILMENT**

#### **What is Covered**

We will pay up to the amount shown in the Table of Benefits per Trip for Your portion of irrecoverable unused travel and accommodation costs and other pre-paid charges which You have paid or are contracted to pay together with any reasonable additional travel expenses incurred if:

- a. cancellation or rebooking of the Trip is necessary and unavoidable; or
- b. the Trip is Curtailed before completion;

as a result of Unforeseen illness, injury or death to You or an Immediate Family Member or You being compulsorily quarantined on the orders of a treating Physician, which is beyond Your control, and of which You were unaware at the time of booking the Trip.

## **Specific Conditions**

1. You must notify us as soon as reasonably possible in the event of a Trip Cancellation or Curtailment. We will not be liable for any additional penalty charges incurred that would not have been imposed had You notified us as soon as reasonably possible.
2. You must obtain a medical certificate from Your treating Physician and prior approval of International SOS to confirm the necessity to return to the Country of Residence prior to Curtailment of the Trip due to death, Bodily Injury or illness.
3. If You delay or fails to notify the travel agent, tour operator or provider of transport/ accommodation, at the time it is found necessary to cancel the Trip, Our liability is restricted to the cancellation charges that would have applied had failure or delay not occurred.
4. If You cancel the Trip due to an Accident or illness You must provide a medical certificate from the Physician treating the injured/ill person, stating that this necessarily and reasonably prevented You from travelling.
5. You must contact Us to make necessary travel arrangements in the event of Curtailment,
6. In the event of a claim for Curtailment, indemnity will be calculated strictly from the date You return to the Country of Residence.

## **What is not Covered**

1. Any claim arising directly or indirectly from any Pre-existing Medical Conditions.
2. Any claim arising directly or indirectly from any Pre-existing Medical Condition known to You prior to these benefits becoming effective or prior to booking any Trip (whichever is the later) affecting any Immediate Family Member, if:
  - a) a terminal diagnosis had been received; or
  - b) they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the Policy or prior to booking any Trip (whichever is the later); or
  - c) during the 90 days immediately prior to the commencement of the Policy or prior to booking any Trip (whichever is the later) they had required surgery, inpatient treatment or hospital consultations.
3. Claims arising from depression or anxiety, mental or nervous disorder, alcohol or drug abuse addiction or overdose;
4. Claims arising from elective cosmetic or plastic surgery, except as a result of an accident;
5. Any Claim directly or indirectly caused by, arising or resulting from, or in connection with any loss, charge or expense as a result of any regulations or orders given by the government or relevant authority of any country or group of countries, including but not limited to border closures (comprising of land, sea, airspace or designated border control points, of a country) or restrictions on travel.

6. The cost of recoverable airport charges, levies and taxes.
7. Accommodation and travel expenses where the transport and/or accommodation used is of a standard that is superior to that of the Trip.
8. Any costs incurred because You did not contact International SOS to make the necessary travel arrangements, immediately when You knew that the Trip was to be Curtailed.
9. Any claim arising directly or indirectly from circumstances known to You prior to the date these benefits became effective or the time of booking any Trip (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or Curtailment of the Trip.
10. Any costs paid for using any airline mileage reward scheme, or any card bonus point schemes, any Timeshare, Holiday Property Bond or other holiday points scheme and/or any associated maintenance fees.
11. Any claim arising from complications of pregnancy which:
  - a) for cancellation or rebooking – first arises before booking or paying for the Trip, whichever is the later; or
  - b) for Curtailment - first arises before departing on the Trip.

Normal pregnancy, childbirth, travelling when you are more than 35 weeks pregnant for a single pregnancy (or more than 32 weeks for multiple pregnancy) or travelling when their Physician has recorded their pregnancy as being at heightened risk of premature birth, would not constitute an unforeseen complication.

12. Any costs incurred when You do not get a medical certificate from the treating Physician at the resort or place of incident, explaining why it is deemed medically necessary to return early to the Country of Residence.
13. Any claim resulting from inability to travel due to failure to hold, obtain or produce a valid passport or any required visas.

### **ACCOMPINEMENT OF MINOR / CHILD REPATRIATION**

In the event, You are travelling alone with a minor up to 15 years old and You are unable to continue the Trip due to a Sickness, Injury or Death that is deemed to be a Covered Expenses under the Policy, resulting in the minor being left unattended, We will pay the cost of a round trip economy airfare ticket in a scheduled carrier from Your Country of Residence for an adult designated by You / Your family to accompany the minor back to Your Country of Residence.

These expenses must be authorized in advance by International SOS. Benefits will not be provided for any expenses provided by another party at no cost to You or if expenses are already included in the cost of the Trip.

## **MISSED DEPARTURE**

### **What is covered**

We will pay up to the amount stated in the Table of Benefits, subject to any deductible, for necessary and Reasonable Additional Expenses to enable You to reach:

1. Your scheduled destination, if on Your outbound international journey, You arrive too late at Your point of departure to board the Common Carrier on which You are booked to travel; or
2. Your Country of Residence, if on Your return international journey, You arrive too late at Your point of departure to board the Common Carrier on which You are booked to travel.

### **Due To:**

1. the car/taxi You are travelling in breaking down or being involved in an accident; or
2. the Common Carrier You are travelling in failing to arrive on schedule.

### **Special Conditions**

You must:

1. provide evidence of all the extra costs You incurred
2. allow reasonable time to arrive at Your departure point on time
3. for car breakdown/accident provide Us with:
  - A. a written report from the vehicle breakdown service or garage that assisted You during the incident; or
  - B. reasonable evidence that the vehicle used for travel was roadworthy, properly maintained and broke down at the time of the incident
4. for late arrival of Common Carrier provide Us with:
  - A. reasonable evidence of the published time of arrival and the actual time of arrival.

### **What is not covered**

1. Any Claim due to:
  - A. Common Carrier being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - B. a Strike if it had started or been announced before You arranged this insurance or booked Your Trip, whichever is the later.
2. Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original Trip.
3. Any Claim due to You not allowing sufficient time for the journey.

4. Any Claim due to You travelling against the advice of the appropriate national or local authority;
5. Any expenses that:
  - A. You can recover from any tour operator, airline, hotel or other service provider;
  - B. You would normally have to pay during Your Trip.

## **MISSED CONNECTION**

### **What is Covered**

If You miss an onward travel connection at the transfer point during a Trip abroad due to the late arrival of Your incoming confirmed international connecting flight and no alternative onward transportation is made available to You within 3 hours of Your arrival, We will pay You the amount shown in the Schedule of Benefits.

### **Special Conditions**

6. You must have a minimum connection time of 2 hours between the scheduled arrival of the inbound flight and departure of the connecting flight.
7. You must provide supporting documents from the airline certifying the delay suffered in the departure or arrival of the incoming flight causing you to miss your connection.
8. You must make every effort to board your connecting flight.

### **What is not covered**

9. Adverse Weather;
10. Financial failure of any airline with whom You have booked;
11. Strike or other job action by employees of a Common Carrier scheduled to be used by You during Your Trip;
12. Withdrawal from service (temporary or otherwise) of any aircraft on the recommendation of the Civil Aviation Authority;
13. Any claim due to causes that are attributable to You.
14. You choosing not to travel on alternative flights rebooked.

## **PERSONAL PROPERTY**

### **What is Covered**

We will reimburse You, subject to any Deductible, up to the Benefit Amount as stated in the Table of Benefits for the replacement cost of Personal Property due to theft, loss or damage:

1. By a Common Carrier while You were a ticketed passenger on the Common Carrier during the Trip.
2. During Your Covered Trip and subject to the Personal Property being owned by and accompanying You during the Covered Trip.
  - a. Single article limit USD 375
  - b. Valuables up to USD 375 in total

### **Specific Conditions**

1. The Benefit Amount payable in respect of any one single article shall not exceed the Benefit Amount shown on the Table of Benefits;
2. We may, at Our own discretion, elect to replace, reinstate, or repair the lost or damaged Personal Property;
3. Loss or damage must occur:
  - i. while the baggage or Personal Property is/are in a hotel or a Common Carrier and proof of such loss must be obtained in writing from the hotel management or the Common Carrier management and such proof must be provided to Us; or
  - ii. as a result of theft of the baggage or Personal Property provided that such Loss is reported to the police having jurisdiction at the place of the Loss no more than twenty-four (24) hours from the time of the incident. Any claim must be accompanied by written report/documentation from such police;
4. The Insured Person must take every possible step to ensure that the baggage or Personal property is not left Unattended.
5. Benefits for baggage and Personal Property will be subject to a Deductible equal to the amount of all other valid and collectible insurance. If, at the time of any Loss, there is another valid and collectible insurance in place, We will only be liable for the amount which has not been covered by such insurance. We will pay for the difference between the Benefit Amount and Loss amount subject to a Deductible for the amount payable under any other valid and collectible insurance in place.
6. Benefits for baggage and Personal Property will be subject to a Deductible equal to the amount paid or payable by a Common Carrier or other third party responsible for the Loss.
7. In case of Loss to a pair or set, the Insurer may elect to:
  - i. Repair or replace any part, to restore the pair or set to its value before the Loss; or
  - ii. Reimburse the difference between the cash value of the property before and after the Loss.



## **What is not Covered**

We will not be liable to reimburse any Benefit Amount for:

1. The following classes of property: animals, birds, fish, motor vehicles (including accessories), snow skis, household furniture, antiques, contact or corneal lenses, artificial teeth or limbs, hearing aids, music instruments, perishables, consumables, money, securities, tickets or documents
2. Any motorised vehicle or equipment such as, boats, motors, trailers, motorcycles, or other conveyances or their accessories (except bicycles while checked as baggage with a Common Carrier);
3. Loss or damage caused by wear and tear, gradual deterioration, moths, vermin;
4. Loss or damage caused by gradually operating ingress or dampness over time;
5. Damage sustained due to any process to repair, clean or alter any property;
6. Loss of or damage to hired or leased equipment;
7. Loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government of public authority or risk of contraband or illegal transportation or trade, radioactive contamination;
8. Loss or damage to laptop computers recoverable under another insurance or from another source;
9. Loss of Insured Person baggage left unattended in any public place or as a result of the Insured Person failure to take due care and precautions for the safeguard and security of such property;
10. Loss, theft of or damage to Personal Property contained in an Unattended vehicle unless it is in a locked boot and there is evidence of forcible and violent entry to the vehicle confirmed by a police report.
11. Loss of the Insured Person's baggage, souvenirs or articles sent in advance or mailed or shipped separately;
12. Loss of business goods or samples;
13. Loss of data recorded on tapes, cards, discs or otherwise;
14. Inherent vice or damage;
15. Transporting contraband or illegal trade;
16. Mysterious disappearance that cannot be reasonably explained or validated;
17. Insects or vermin;
18. Loss or Damage due to the consequences of terrorism.
19. The deductible as shown in the Table of Benefits.

## **TRIP DELAY**

If departure of the scheduled Common Carrier on which You are booked to travel is delayed for at least 4 hours on your outbound or return journey, We will reimburse You for the Reasonable Additional Expenses, per 1 hr of delay, up to the maximum amount in the Table of Benefits;

### **What is Covered**

1. delay of a Common Carrier caused by Adverse Weather or
2. delay due to a Strike or other job action by employees of a Common Carrier scheduled to be used by You during Your Trip; or
3. delay caused by Equipment Failure of a Common Carrier.
4. delay due to loss or theft of travel tickets, passports, and visas.

### **What is not Covered**

1. Any delay due under points 1,2,3, and 4 above which had been made public or known to You prior to the purchase of the ticket.
2. Common Carrier caused delays where the cost of expenses is recoverable from the carrier.
3. Loss not reported to the police within 24 (twenty four) hours after the discovery of such Loss.

## **BAGGAGE DELAY**

### **What is Covered**

We will reimburse You for the expense of the emergency replacement of clothing, medication, and toiletries, up to the maximum stated in the Table of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier during the outbound leg of a Trip and not returned to You within 4 hours of Your arrival.

### **Specific Conditions**

You must be a ticketed passenger on a Common Carrier. Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection.

If upon further investigation it is later determined that Your Checked Baggage with the Common Carrier has been lost, any amount claimed and paid to You under this baggage delay Policy section will be deducted from any payment due You under the Personal Property Policy section.

### **What is not Covered**

1. No reimbursement will be made, if purchases were made after the baggage was returned.
2. No reimbursement will be made for any expense incurred due to delay, confiscation, or detention by customs or other authority.
3. No reimbursement will be made for any delays that occurred when You arrive at Your City of Residence.

## **LOSS OF MONEY**

### **What is Covered**

We will reimburse You, subject to any Deductible, up to the amount stated in the Table of Benefits, for any loss of cash belonging to You arising out of robbery, burglary or theft, and that were in Your care, custody and control.

### **Special Notification of Claim**

Such Loss must be reported within 24 (twenty four) hours after its discovery to the local police. Any claim must be accompanied by official written documentation from the police.

### **What is not Covered**

We will not be liable to reimburse any Benefit Amount for:

1. Loss as a result of detention or confiscation by any lawfully constituted authority;
2. Loss not reported to the police within 24 (twenty four) hours after the discovery;
3. Loss recoverable under another insurance policy or from another source.
4. Loss in respect of shortage due to error, omission, exchange transaction or depreciation in value;
5. Mysterious disappearance; and / or
6. Any amount claimed exceeding the actual amount of money lost.

## **LOSS OF TRAVEL DOCUMENTS**

### **What is Covered**

We will reimburse You, subject to any Deductible, up to the Benefit Amount stated in the Table of Benefits for the cost of obtaining replacement passports, travel tickets, and other relevant travel documents lost due to loss, robbery, burglary, or theft during Your Covered Trip. Reimbursable costs include customary charges for necessary accommodation, telephone calls, meals, and local public transport.

### **What is not Covered**

We will not be liable to reimburse any Benefit Amount for:

1. Loss as a result of detention or confiscation by any lawfully constituted authority;
2. Loss recoverable under another insurance policy or from another source;

3. Loss of cash, bank notes, travellers cheque, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
4. Loss of credit cards or replacement of credit cards, Identity Cards (IC) and driving licenses or travel documents except as provided for in this section;
5. Loss in respect of shortage due to error, omission, exchange transaction or depreciation in value;
6. Loss not reported to the police within 24 (twenty four) hours after the discovery of such Loss; and / or
7. Mysterious disappearance.

## **HIJACK**

### **What is Covered**

We will pay You a distress allowance for every 24 hour period during Your travel with a Common Carrier which has been hijacked, where as a direct consequence, Your Covered Trip has been disrupted up to the maximum amount stated in the Table of Benefits.

## **PERSONAL LIABILITY**

### **What is Covered**

We will reimburse all damages, compensation and legal expenses for which You become legally liable, up to the amount stated in the Table of Benefits as a result of Your actions causing:

1. Injury to, including resultant death of, another person;
2. Loss of or damage to property.

### **Specific Conditions**

1. You shall not admit Your fault or liability to any other person without Our prior written consent.
2. No offer, promise, payment or indemnity may be made by You without prior written consent from Us.
3. You must give Us written notice with full particulars of an event that may give rise to a claim within 30 days of the conclusion of a Covered Trip.
4. Every letter, writ, summons and process must be forwarded to Us as soon as possible.
5. We are entitled to take over the defence and settlement of claim in Your name for Our benefit. We shall have full discretion in the conduct of any proceedings and settlement of the claim.
6. We may at any time pay You the amount for which a claim can be settled less any damages already paid. We will then be under no further liability other than for costs and expenses incurred prior to making such payment.
7. No indemnity will be provided for legal liability arising from Injury or loss as a result of any wilful or malicious act of Yours.

## **What is not Covered**

We will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

1. Injury to You or to any member of Your family ordinarily residing with You; or
2. Injury to You or Your employees arising out of or in the course of employment; or
3. loss of or damage to property owned by or in control of You or any member of Your family ordinarily residing with You; or
4. the ownership, possession or use by or on behalf of You of any caravan, mechanically propelled vehicle (other than golf carts and motorized wheelchairs), aircraft or other aerial device, hovercraft (other than hand-propelled or sailing craft in territorial waters) or animals; or
5. loss of or damage to property or Injury arising out of Your profession, business or trade, or out of professional advice given by You; or
6. any contract unless such liability would have arisen in the absence of that contract; or
7. judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within the country where the Policy has been issued or the country in which the event occurred giving rise to Your liability; or
8. any claim for fines, penalties, punitive, exemplary, aggravated or vindictive damages.

## **LEGAL EXPENSES**

### **What is Covered**

We will reimburse Legal fees that You incur, as a result of false arrest or wrongful detention by any Government or Foreign Power up to the amount stated in the Table of Benefits.

## **BAIL BOND**

### **What is Covered**

We will advance Bail Bond costs that You incur, as a result of false arrest or wrongful detention by any Government or Foreign Power up to the amount stated in the Table of Benefits.

## **D. Winter Sports**

### **Specific definitions**

#### **Winter Sports Equipment**

Skis, snowboards, boots, helmets, bindings and poles.

#### **What is covered**

We will pay up to the amount shown in the table of benefits for:

1. Your Winter Sports Equipment

If Your Winter Sports Equipment is Lost, stolen or damaged during Your Trip, We will pay for its replacement or repair, whichever is lower, after making an allowance for wear and tear and loss of value using the scale below:

- Up to 1 year old, 90% of the purchase price
- Up to 2 years old, 70% of the purchase price
- Up to 3 years old, 50% of the purchase price
- Up to 4 years old, 30% of the purchase price
- Over 4 years old, 20% of the purchase price

The most We will pay is stated in the Table of Benefits.

2. Hired Winter Sports Equipment

If You hire Winter Sports Equipment and it is Lost, stolen or damaged during Your Trip, We will pay for its replacement or repair. You must be able to prove that You were responsible for the Lost, stolen or damaged items and the replacement/repair cost. The most We will pay is stated in the Table of Benefits.

3. Winter Sports Equipment Hire

Up to the amount stated in the Table of Benefits for each full 24-hour period that You need to hire replacement Winter Sports Equipment if Your Winter Sports Equipment is:

- A. Lost, stolen or damaged where You also have a valid Claim under 1. Your Winter Sports Equipment or 2. Hired Winter Sports Equipment; or
- B. Lost or misplaced by an airline or other carrier on the outbound Trip from Kuwait and delayed for at least 12 hours after You arrive at Your destination.

4. Ski pack

Up to the amount stated in the Table of Benefits to cover the value of the unused portion of Your ski pass, ski hire and/or tuition fees which You cannot recover following:

- A. Your injury or illness;
- B. Loss or theft of Your ski pass.

5. Piste closure

The amount stated in the Table of Benefits for each continuous full 24-hour period that You are unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing is available.

#### 6. Avalanche

Up to the amount stated in the Table of Benefits for additional and necessary travel and accommodation costs if Your outbound or return Trip is delayed by an avalanche for more than 12 hours from the scheduled departure time on Your travel ticket.

#### **Special conditions**

1. All Special Conditions applicable to the Personal Property Section of this policy also apply to this Winter Sports section.
2. You must provide Us with a medical certificate issued by a Physician when submitting a Claim for the unused portion of Your ski pass, ski hire and/or tuition fees, as a result of Your injury or illness.

#### **What is not covered**

1. Anything excluded from cover in “What is not covered” under the Personal Property section of this policy, except in relation to snow skis under exclusion 1.
2. Any Claim under 6. Avalanche if We have paid a Claim under the Travel Delay section for the same event.
3. The Excess in respect of 1. Your Winter Sports Equipment and 2. Hired Winter Sports Equipment only.
4. Any claims occurring when travelling in your Country of Residence
5. Trips to resorts outside their published ski season

## **E. RENTAL CAR COLLISION DAMAGE WAIVER**

### **Specific definitions**

#### **Excess**

The part of the claim for which the Cardholder remains financially responsible in the rental agreement in cases where the Cardholder declined to accept the Rental Vehicle Insurance policy and the irreducible excess established in the rental agreement when the Cardholder has accepted or been obliged to accept the Rental Vehicle Insurance.

#### **Rental Vehicle**

Passenger vehicles authorised to use public roads (passenger cars, estate cars and vans, authorised to carry up to nine people) hired on a daily or weekly basis from an authorised rental agency or hire car firm, which was paid for in full by

the Cardholder using a covered card. Benefit cover is granted for the duration specified in the rental agreement, but not more than 31 days. Loss Damage Waiver is only valid for Rental Vehicles rented and driven during a Covered Trip.

### **Rental Vehicle Insurance**

The primary insurance held by a licensed car rental agency or company in respect of the Rental Vehicle covering risks such as third party liability, or theft of the Rental Vehicle.

### **You/Your/Driver**

The Cardholder being the named first driver in the rental agreement, and any member of the party travelling with the Cardholder named on the original rental agreement as an authorised driver, being at least 21 years of age and under 80 years of age, in possession of a valid driver's license valid for the class of Rental Vehicle.

### **What is Covered**

We will pay up to the amount shown in the Table of Benefits for any one incident for the amount of the Excess (when the rental car company covers damages to the Rental Vehicle over and above the Excess by means of another contract) if the licensed rental agency or company holds You responsible for costs arising from material damage to the Rental Vehicle during the period of hire resulting from damage, fire, vandalism, or theft of the Rental Vehicle during a Covered Trip.

We will not pay more than the maximum amount shown in the Table of Benefits in any one 365 day period.

### **Special Conditions**

1. Cost of the rental vehicle must be charged fully (100%) to the covered card.
2. We will only pay in excess of any insurance which is included in the rental agreement or any other insurance that You hold which covers the same incident.
3. No cover will apply to any Driver who:
  - a. does not hold a valid driving licence for the class of Rental Vehicle being driven (such licence issued in the Country of Residence or in the country issuing the Driver's passport);
  - b. has more than three traffic convictions or has had their license revoked or suspended in the past five years prior to undertaking the Trip;
  - c. has any conviction (or pending conviction) for driving whilst under the influence of a drug or drugs;



- d. has any conviction (or pending conviction) for drink driving, within the last two years;
  - e. has been suspended (or is awaiting prosecution) for dangerous driving;
  - f. is under 21 or over 80 years of age;
  - g. violates the conditions of the rental agreement.
4. The Driver will be covered when renting only one passenger car at any one time.
  5. Cover is granted for the duration specified in the rental agreement, but no more than 31 days.
  6. Revolving or lease type contracts are not covered.

### **What is not Covered**

1. Mopeds and motorbikes, commercial vehicles, trucks, motor homes and vehicles not licensed for road use including but not limited to trailers and caravans.
2. Rental Vehicles being used for reward, motor racing, rallies, speed, endurance tests, or practicing for such events.
3. Rental Vehicles with a retail purchase price exceeding \$100,000 (or local currency equivalent).
4. Loss and/or damage to vintage cars over 20 years old, or cars that have not been manufactured for at least 10 years.
5. Loss and/or damage to vehicles whose value exceeds the amount stated in the Table of Benefits.
6. Loss and/or damage resulting from failure of any person to observe the maintenance and operating instructions supplied with the Rental Vehicle.
7. Loss and/or damage caused by wear and tear, insects or vermin.
8. Loss and/or damage arising from the Rental Vehicle being employed for a purpose other than that stated in the rental agreement.
9. Any costs where you admit liability, negotiate, make and promise or agree any settlement.
10. Any fines and punitive damages.

## GENERAL EXCLUSIONS

This Policy does not cover:

1. Any Trip in excess of 90 days or where a return trip was not booked prior to departure;
2. Intentionally self-inflicted Injury, suicide or any attempt thereof while sane or insane;
3. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
4. any act of Terrorism except in relation to A. Personal Accident Benefits (Common Carrier) or B. Medical & Related Benefits provided that the Insured Person suffering Injury or illness has not participated or conspired in such activities;
5. any period an Insured Person is serving in the Armed Forces of any country or international authority, whether in peace or war, and in such an event the Company, upon written notification by the Policyholder, shall return the pro rata premium for any such period of service;
6. loss sustained or contracted in consequence of an Insured Person being intoxicated or under the influence of any narcotic or drug unless administered on the advice of a Physician;
7. any loss of which a contributing cause was the Insured Person's attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest by the Insured Person,
8. any loss sustained while flying in any aircraft or device for aerial navigation as pilot or crew;
9. congenital anomalies and conditions arising out of or resulting there from, hernia or dental treatment except to sound natural teeth as occasioned by Injury
10. Any claim arising out of an epidemic or pandemic. This exclusion applies to all sections of cover except for,
  - a) Medical and Related Benefits in relation to the Coronavirus Disease 19 (COVID-19) provided You are not travelling in, to or through any area to which the Government or relevant Public Authority in Kuwait or the World Health Organization has advised against travel.
  - b) Trip Cancellation if you fall ill with Coronavirus Disease 19 (COVID-19) within 28 days of the commencement of Your Trip provided that Your Trip was not also cancelled by the tour operator, travel agent, or transport or accommodation provider or due to prohibitive regulations by the government of any country.
  - c) Trip Curtailment if You fall ill or are quarantined on the orders of a treating Physician due to falling ill with Coronavirus Disease 19 (COVID-19) whilst on Your Trip provided that at the time You commenced Your Trip the Government or relevant Public Authority in Kuwait or the World Health Organization has not advised against travel.
11. flying in any aircraft owned, leased or operated by or on behalf of an Insured Person or any member of an Insured Person's household,
12. driving or riding as a passenger in or on (a) any vehicle engaged in any race, speed test or endurance test or (b) any vehicle being used for acrobatic or stunt driving;
13. any claim caused by opportunistic infection or malignant neoplasm, or any other sickness condition, if, at the time of the claim, the Insured Person had been

diagnosed as having AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or having an antibody positive blood test to HIV (Human Immune Virus);

14. the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
15. the release, dispersal or application of pathogenic or poisonous biological or chemical materials;
16. any loss sustained while the Insured person is participating in any professional sports or in sky diving, parachuting, hand gliding, bungee jumping, scuba diving, mountain climbing, pot-holding;
17. any Pre-existing Condition or congenital anomalies or any complication arising therefrom;
18. travelling against the advice of a Physician or when you have received a terminal prognosis;
19. travelling specifically to obtain medical, dental or cosmetic treatment;
20. any terrorist or member of a terrorist organization, illegal drug traffickers, or purveyor of nuclear, chemical or biological weapons;
21. Losses sustained in Kuwait except when on a covered planned and pre-paid domestic trip from the Insured Person's City of Residence.
22. travel to areas where the Government or any Public Authority in Kuwait or the World Health Organization has advised or recommended against travel
23. travel in, to through Afghanistan, Iraq, Cuba, Democratic Republic of Congo, Iran, Liberia, or Syria.
24. Any loss caused by or resulting from nuclear radiation or the release of nuclear energy.

## **COMPLAINTS PROCEDURE**

We are dedicated to providing a high quality service and want to maintain this at all times. If You are not happy with Our service, please contact Us, quoting the first 9 digits of your card number and/or claim number, so we can deal with the complaint as soon as possible. Our contact details are:

Warba Insurance Company K.S.C., WARBA Tower - Ahmad Al-Jaber St. Al-Abdulrazzak Sq. Safat, Kuwait City, Al Asimah 13103 Kuwait.

In the event that You remain dissatisfied, You can refer the matter to Ministry of Commerce and Industry. Their contact details are:

Ministry of Commerce and Industry  
Ministerial Complex, Mergap  
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## **DATA PROTECTION AND MARKETING RIGHTS**

### **The Personal Information You provide**

Warba Insurance Company K.S.C. is the data controller and We accept fully Our responsibility to protect the privacy of customers and the confidentiality and security of Personal Information entrusted to Us.

In this notice, where We refer to Personal Information, this means any information that identifies an individual and includes any sensitive Personal Information (e.g. information about health or medical condition(s)). Where We refer to 'You' or 'Your' Personal Information, this will include any information that identifies another person whose information You have provided to Us (as We will assume that they have appointed You to act for them). You agree to receive on their behalf any data protection notices from Us.

We will use Your Personal Information for the purpose of providing insurance services. By providing Personal Information, You consent that Your Personal Information, will be used by Us, Our group companies\*, Our reinsurers, Our service providers/ business partners, and Our agents for administration, customer service, claims handling, assistance services, customer profiling, and for management and audit of Our business operations. We may also pass Your Personal Information to other insurers and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires us to do so.

We will not share Your sensitive Personal Information unless We have either specific consent from You or Your nominated personal representative or We are required to do so by law. We may transfer Your Personal Information to other countries which may not have the same level of data protection as your home country, but if We do, We will ensure appropriate safeguards are put in place to protect Your Personal Information.

For questions regarding Your Personal Information, please contact:

Warba Insurance Company K.S.C., WARBA Tower - Ahmad Al-Jaber St. Al-Abdulrazzak Sq. Safat, Kuwait City, Al Asimah 13103 Kuwait.

### **Marketing**

Unless You have informed Us otherwise, We may contact You to let You know about any goods, services or promotions that may be of interest to You. If You decide You would prefer not to receive promotional information from Us, You can contact:-

Warba Insurance Company K.S.C., WARBA Tower - Ahmad Al-Jaber St. Al-Abdulrazzak Sq. Safat, Kuwait City, Al Asimah 13103 Kuwait.

but if You do, You may miss out on special promotions.

\*Our reinsurers and their affiliates are the Chubb Group of companies, wholly owned subsidiaries of the ultimate parent company, Chubb Limited, a company registered in Switzerland and listed on the New York Stock Exchange.