



## INTERNATIONAL TRAVEL INSURANCE POLICY TERMS & CONDITIONS

### I. DEFINITIONS

#### **"Insurer" means:**

The Insurance Company, **Champions Insurance Company (Private) Limited**, registered and authorized in the country in which this insurance Policy is issued and subscribed.

#### **"Assistance Company" means:**

The Services Company appointed by the Re-insurer MAPFRE ASISTENCIA COMPAÑÍA DE SEGUROS Y REASEGUROS, S.A. (Branch in Ireland) for the purpose of supplying the covers of this Policy, directly or by means of its network, on the Insurer's behalf.

#### **"Policyholder" means:**

The natural or legal person who subscribes the Policy with the Insurer and who is bound by the obligations arising therefrom, save those which, owing to their nature, must be complied with by the Insured.

#### **"Insured" means:**

Within the validity period of the Policy, the person aged between 3 months and 80 years, whose name and address are specified in the Policy, in respect of whom the Premium has been paid before his/her travel.

#### **Not eligible as "Insured":**

- Insured intending to travel more than 92 consecutive days.
- Persons of less than 3 months of age.
- Persons aged from 81 years old, except in case a specific Plan including such cover for persons aged from 81 years is contracted.
- Those who have initiated the trip prior to the insurance underwriting.
- Insured travelling for work reasons (paid or otherwise), undertaking physical or manual hazardous activities such as: driving vehicles, use of machinery, loading and unloading, working at heights or in confined spaces, assembly of machinery, working on floating or underwater platforms, mines or quarries, use of chemical substances, laboratory work of any kind and any other hazardous activities.

#### **"Beneficiary" means:**

Person or persons for whom the Insured recognises the right to receive the corresponding amount of compensation as outlined in this contract. Should no one have been specified, the compensation will form part of the Insured's estate.

#### **"Immediate Family Member" of the Insured, means:**

Spouse, children, parents, grandparents and siblings.

#### **"Close Relative" of the Insured means:**

Spouse, parents, children, grandparents, grandchildren, siblings, mother and father in law and brothers and sisters in law.

#### **"Children" means:**

Persons from 3 months to 18 years old travelling as a companion of an adult.

#### **"Spouse" means:**

Person officially registered as wife or husband of the Insured.

#### **"Usual Country of Residence" means:**

The country where the Insured is a citizen or permanent resident.

#### **"Illness" means:**

Any change in health diagnosed and confirmed by a legally recognised doctor during the life of the Policy and which is not comprised of or derived from either of the following two groups:

- Congenital disease: A disease that exists at the moment of birth as a consequence of hereditary factors or complications experienced during pregnancy.
- Pre-existing disease: A disease suffered by the Insured prior to the date of taking out this Policy, even if it wasn't diagnosed.

#### **"Serious Illness" means:**

Any illness that requires admission to hospital and which, in the opinion of the Assistance Company's medical team, prevents the Insured from continuing travel on the date planned or which involves the risk of death.

#### **"Injury" means:**

A medical problem caused by a sudden and severe external cause or reason beyond the control of the Insured, within the validity period of this Policy.

#### **"Serious Injury" means:**

An injury which, in the opinion of the Assistance Company's medical team, prevents the Insured from continuing travel on the date planned or involves the risk of death.

#### **"Accident" means:**

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

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

#### **"Emergency Dental Care" means:**

Any natural dental treatment covered by the Policy due to a condition suddenly started up at travel and that does not arise from or occur by reason of any pre-existing situation which has been documented by a dentist's report.

#### **"Doctor" or "Physician" means:**

A medical practitioner officially registered in accordance with the law of the place where the claim arises.

#### **"Osteosynthesis material" means:**

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

#### **Orthopaedic material or orthesis means:**

Anatomical parts or items of any kind used to prevent or correct temporary or permanent deformations of the body (walking sticks, cervical collar, wheelchair, etc.).

#### **"Prosthesis" means:**

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

#### **"Limit" means:**

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

#### **"Fraudulent Claims" mean:**

When the Insured, Beneficiary or someone acting on their behalf uses any fraudulent means or devices in order to obtain any of the benefits under this Policy, as a consequence of which the Assistance Company reserves the right to refuse any payment of any amount in respect of such claim.

#### **"Deductible" or "Excess" means:**

The amount of expenses or the number of days which are not covered by the Insurer, and that are to be paid or supported by the Insured before the Policy benefits become payable.

#### **"Premium" means:**

The price of the insurance that the Policyholder must pay the Insurer in consideration for the coverage of the risks provided for the Insured by the latter, the receipt for which will include, moreover, the surcharges and taxes legally applicable.

#### **"Period of Insurance" or "Effective Date of Coverage" means:**

The period that commences and ends on the dates stated on the Certificate of the Policy contracted. Such period of Insurance is not renewable.

#### **"Territory" means:**

Geographic area where the travel object of the Policy takes place, and in which the events that occur there have coverage.

#### **"Means of Public Transport / Common Carrier" means:**

Any Common Carrier which is hired to carry out the travel object of this Policy and will remain limited to the aeroplane, ship, train, or coach, including when going into and going out of the above mentioned way of transport. Equally, the Insured remains covered for Accidents sustained during the use of public transport (limited to taxi, rent car with driver, tramway train, bus, train, underground train) for means of travelling the direct route between the point of exit of the Common Carrier to the relevant terminal (station, airport, port) or from the domicile or hotel to the relevant terminal.

#### **"Cover" or "Coverage" means:**

The Assistance Company will immediately provide the Insured, the assistance specified under the "Coverage" clause of this Policy for mishaps that occur due to unforeseen incidents during travels outside his/her Usual Country of Residence, provided that this occurrence does not take place outside the specified geographical boundaries and does not take place outside of the Period of Insurance. Cover under this Policy ends when the travel causing the acquisition of this Policy ends and/or the Insured arrives at his/her Usual Country of Residence, whichever takes place first. Period of Insurance granted under this Policy shall not exceed 92 consecutive days of travel at a time.

## **II. TRAVEL ASSISTANCE BENEFITS**

The Assistance Company will provide the following Benefits only when the Insured is travelling outside the Usual Country of Residence for up to a maximum of 92 consecutive days.

### **SECTION 1: EMERGENCY MEDICAL AND RELATED EXPENSES**

#### **1. Medical Expenses and hospitalization abroad**

In the event of illness or injury of the insured occurring outside the Usual Country of Residence, the Assistance Company will pay the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees and pharmaceutical products, prescribed by the attending doctor.

The Assistance Company's medical team will maintain the telephone contacts necessary with the centre and with the doctors who attend to the Insured to supervise the provision of proper health care.

**This cover is subject to a limit provided by the relevant plan. USD 100 excess is payable by the Insured per claim, only for out-patient.**

#### **2. Emergency Medical Evacuation**

In the event of an accident or sudden illness, that is not pre-existing and which is acute, the Assistance Company will take charge of transferring the Insured to a properly equipped health centre.

The Assistance Company's medical team will maintain the telephone contacts necessary with the doctors attending to the Insured and will decide which health centre the Insured is transferred to or whether repatriation is necessary, depending on the medical evaluation of the Insured's condition.

The Assistance Company will arrange the evacuation, using the means it deems suitable, based on the medical evaluation of the seriousness of the Insured's condition. These means may include air ambulance, ambulance, regular airplane, railroad or other appropriate means. All decisions relating to the means of transportation and final destination will be made by the Assistance Company.

Approval and arrangements shall be obtained from the Assistance Company. The Assistance Company shall not be liable for costs of any transportation or arrangements made without obtaining prior approval from the Assistance Company.

**This cover is subject to a limit provided by the relevant plan.**

#### **3. Repatriation after treatment**

In the event of an accident or sudden illness, that is not pre-existing and which is acute, the Assistance Company will take charge of repatriating the insured to his/her Usual Country of Residence, after receiving medical treatment in a hospital or medical centre.

The Assistance Company shall not be liable for costs of any transportation or arrangements made without obtaining prior approval from the Assistance Company. **This cover is subject to a limit provided by the relevant plan.**

#### **4. Emergency dental care**

If and when found necessary, the Assistance Company will provide the Insured with the dental assistance required abroad. However, this coverage is restricted to the treatment of pain, infection and removal of the tooth/teeth affected.

**This cover is subject to a limit provided by the relevant plan. USD 70 excess is payable by the insured per claim.**

#### **5. Repatriation of Mortal Remains**

In the event of the death of the Insured, the Assistance Company will make the necessary arrangements for the return of the Insured's remains to the Insured's usual country of residency and the Company will meet the cost of the transfer expenses to the place of burial, cremation or funeral ceremony at his/her Usual Country of Residence.

**This cover is subject to a limit provided by the relevant plan.**

**Payment of expenses for interment, cremation or funeral ceremony is excluded from this guarantee.**

#### **6. Repatriation of family member**

Should the Insured be hospitalized due to sudden illness or accident for more than ten days or die, the Assistance Company will meet the cost of repatriating one immediate family member accompanying the Insured at the moment of the event, to his/her usual place of residence, should the latter reside in the same country as the Insured, and provided this immediate family member is unable to travel by his/her own means of transport or the means of transport used for the initial trip.

**This cover is subject to a limit provided by the relevant plan.**

#### **7. Emergency Return Home following Death of Close Relative**

When an Insured's trip/journey is interrupted by the death of a Close Relative (spouse, parents, children, grandparents, grandchildren, siblings, mother and father in law, brothers and sisters in law), the Assistance Company will meet the cost of travel to the Usual Country of Residence, whenever he/she is unable to travel by his/her own means of transport or the means of transport used for the initial trip. However, the Insured shall be required to furnish the evidence, documents or certificates of the event interrupting the journey, i.e. a death certificate.

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

#### **8. Travel of one Immediate Family Member**

In the event that the Insured should be admitted to hospital for more than five days as a result of an accident or illness covered in the Policy, the Assistance Company will take charge of the transfer of an immediate family member at the Insured's choice, from the Usual Country of Residence of the Insured, including meeting the cost of the outbound journey to the place of hospitalisation, accommodation expenses and return journey, **up to a limit provided by the relevant plan.**

#### **9. Travel Of One Employee of the Same Company**

In the event of travel for professional reasons and in the event that the Insured should fall ill or suffer an accident that obliges him/her to be admitted to hospital for a period of more than five days, the Assistance Company will meet the cost of the return journey, to the place where the Insured was located, and in the means and class equivalent to those used by the Insured, for another executive appointed by the employer to deputise for the Insured in his/her professional functions.

**Under no circumstances will the Assistance Company assume the cost of the wages, salaries, subsistence allowances, accommodation or maintenance for that person.**

### **SECTION 2: PERSONAL ACCIDENT IN MEANS OF PUBLIC TRANSPORT**

#### **"Means of Public Transport" Cover:**

The Insured is covered for accidents he/she may suffer from use of public means of transport during the trip, including public means of transport (taxis, buses, minibuses, coaches) used by the Insured to get from his usual place of residence to the boarding point (airport, sea port, bus station) and from the point of arrival to the place of accommodation, as well as the return journey under the same conditions.

The indemnity limit for each cover is that provided in the Schedule of the relevant Plan selected and displayed on the Policy Certificate.

The indemnity limit for all Insured affected by the same accident is USD 300,000 (three hundred thousand USD), regardless of the number of Insured or policies involved.

#### **1. Accidental Death in Means of Public Transport**

- a) Where an accident should lead to the death of the Insured, the Assistance Company shall pay the Beneficiary the sum determined in the Policy Certificate.
- b) If, prior to the death, the Assistance Company has paid an indemnity for Disability arising from the same accident, and death occurs within one year thereof, the Assistance Company shall pay the difference between the amount already paid and the insured sum in the event of death.
- c) If, upon the death of the Insured, there should be no designated Beneficiary, nor rules to decide upon one, the insured sum shall go on to form part of the Insured's estate. Where there are several Beneficiaries and no agreement exists to the contrary, payment of the sum insured shall be divided equally between them, or in proportion to their share of the estate, where those designated are the legal heirs. That part not received by a Beneficiary shall augment all the other Beneficiaries, unless an agreement exists to the contrary and unless any of them should be a wilful causer of the accident. In such a case, any designation in favour of such Beneficiary shall be deemed null and void and the corresponding part not received shall go on to form part of the Insured's estate.
- d) In order to obtain payment of the Insured Sum, the Beneficiaries should furnish the Assistance Company with the following documents:
  - i) Insured's Birth certificate and literal Death Certificate, as well as documents proving the Beneficiaries' identity.
  - ii) Should they be the legal heirs, it shall also prove necessary to present the declaration of heirs decreed by the competent Court.
  - iii) Where the Beneficiaries are duly designated in a will, a certification from the General Registry of Last Wills and Testaments or local equivalent Authority, together with a certified copy thereof, will be required.
  - iv) Letter of payment or declaration of exemption from Inheritance Tax, duly issued by the corresponding Tax Delegation or local equivalent Authority.

## 2. Permanent Disability

- a) This shall be deemed to consist of the permanent anatomic loss or lack of functionality of limbs or organs as a result of an accident. The amount of the indemnity shall be determined by applying to the Sum Insured the percentages established in the following Injury Table:

Injury Table	Percentage of indemnity
<b>Head and nervous system</b>	
• Complete mental derangement	100
• Maximum expression of epilepsy	60
• Total blindness	100
• Loss of one eye or the sight thereof, where the other had previously been lost	70
• Loss of one eye, while conserving the other, or reduction of binocular vision to 50%	25
• Operated bilateral traumatic cataract	20
• Operated unilateral traumatic cataract	10
• Total deafness	50
• Total deafness in one ear, having previously lost hearing in the other	30
• Total deafness in one ear	15
• Total loss of sense of smell or taste	5
• Total mutism with impossibility of emitting coherent sounds	70
• Ablation of the lower jaw	30
• Grave disorders in the articulations of both jawbones	15
<b>Spine</b>	
• Paraplegia	100
• Quadriplegia	100
• Mobility limitations as a result of vertebral fractures, without neurological complications or grave deformations of the spine: 3 per cent for each vertebra affected, up to a maximum of	20
• Barré-Lieou syndrome	10
<b>Thorax and Abdomen</b>	
• Loss of a lung or a reduction to 50 per cent of lung capacity	20
• Nephrectomy	10
• Enterostomy	20
• Splenectomy	5
<b>Upper Limbs</b>	
• Amputation of an arm from the articulation of the humerus	100
• Amputation of an arm at the level of, or above, the elbow	65
• Amputation of an arm below the elbow	60
• Amputation of a hand at the level of, or below, the wrist	55
• Amputation of four fingers of a hand	50
• Amputation of a thumb	20
• Total amputation of an index finger or two joints thereof	15
• Total amputation of any other finger or two joints thereof	5
• Total loss of movement of a shoulder	25
• Total loss of movement of an elbow	20
• Total paralysis of the radial, cubital or median nerve	25
• Total loss of movement of a wrist	20

<b>Pelvis and Lower Limbs</b>	
• Total loss of movement of a hip	20
• Amputation of a leg above the knee	60
• Amputation of a leg, while conserving the knee	55
• Amputation of a foot	50
• Partial amputation of a foot, while conserving the heel	20
• Amputation of a big toe	10
• Amputation of any other toe	5
• Shortening of a leg by 5 cm or more	10
• Total paralysis of the external popliteal sciatic nerve	15
• Total loss of movement of a knee	20
• Total loss of movement of an ankle	15
• Serious walking difficulties subsequent to the fracture of one of the heel bones	10

- b) Applying the table of injuries shall be governed by the following principles:
- When the injuries affect the non-dominant upper limb, the left of a right-handed person or vice versa, the indemnity percentages for the same shall be reduced by 15 per cent, except in case of a hand amputation related to a foot amputation.
  - In order to determine the said percentages, neither the Insured's profession or age, nor any other factor not included in the table shall be taken into account.
  - The accumulation of all the Disability percentages arising from the same accident shall not give rise to an indemnity of over 100 per cent.
  - The total lack of functionality of some limb or organ shall be considered as total loss thereof.
  - The sum of diverse partial percentages related to the same limb or organ shall not exceed the percentage of indemnity established for the total loss thereof.
  - Those types of Disability not expressly specified shall be indemnified by analogy with other cases that do appear therein.
  - Partial limitations and anatomic losses shall be indemnified proportionally, with respect to the total loss of the affected limb or organ.
  - In the event that, prior to the accident, some member or organ suffered amputations or functional limitations, the percentage of the indemnity shall be the difference between the pre-existing Disability and that present after the accident.
- c) For the purposes of the definitive indemnity, the degree of disability shall be determined by the Assistance Company whenever the Insured's physical condition is medically recognised as being definitive and the corresponding medical certificate of incapacity is provided. Where twelve months pass from the date of the accident, without the above being established, the Insured may request from the Assistance Company a further period of up to twelve months, after which time the latter must determine the disability on the basis of what it believes, will be the definitive condition.
- d) Should the Insured not accept the Assistance Company's proposal, duly made in accordance with the medical certificate of incapacity and in line with the scale outlined in the Policy, the following rules shall apply:
- Each party shall appoint a medical expert and their written acceptance must be duly recorded. Should one of the parties not make such an appointment, he shall be obligated to do so within eight days of the date on which the party who had done so requires him to comply; should the former still not name anyone within this period, it shall be taken that he accepts the report issued by the other party's appraiser and he shall be duly bound by it.
  - Where the experts reach an agreement, this shall be reflected in a joint report, which shall state the causes of the loss, the degree of disability, any other circumstances that have a bearing on the determination of the same and the corresponding percentage of indemnity proposed.
  - Where no agreement between the medical experts is forthcoming, both parties shall agree on the designation of a third appraiser. Should this agreed designation not prove possible, this shall be incumbent on the competent court seated in the Insured's country of residence and in accordance with its Law of Civil Procedure.

### **3. Specific Exclusions for Personal Accident**

- a. In addition to the General Exclusions to all the Covers of this Policy described at the end of these General Conditions, the Assistance Company does not cover the consequences originating or arising from the following:
- Bad faith on the part of the Insured or those intentionally caused by the same, except where the damage was sustained in order to avoid something worse.
  - Wars, with or without prior declaration, and any conflicts or international interventions using force or duress. Events arising from terrorism, mutiny or crowd disturbances. As well as damage caused during the course of strikes.
  - Events or actions of the Armed Forces or Security Forces in peacetime.
  - Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.
  - Fall of sidereal bodies and meteorites.
  - Those derived from radioactive nuclear energy.
  - Those caused when the Insured takes part in bets, challenges or brawls, except in the case of legitimate defence or necessity.
  - Accidents caused by the Insured's participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions.
  - Accidents suffered as a result of being inebriated or under the effect of drugs, toxics or narcotics. Inebriation shall be taken to mean when the blood alcohol level is greater than 0, 50 grams per 1.000 cubic centimetres, or the Insured is fined or convicted for this cause.
  - Intoxication or poisoning from the consumption of foodstuff.
  - Injuries that are a consequence of surgical operations or medical treatments not brought about by an accident covered by the Policy.
  - Illnesses of any kind, fainting fits, syncope, strokes, epilepsy or epileptiforms and caused by any kind of loss of consciousness as a result of an accident as the latter is defined in the Definitions of these General Conditions.
- b. The consequences of accidents that occurred prior to the coming into force of this Policy are also excluded, despite the fact that they become apparent during its lifetime, as well as the consequences or after-effects of an accident covered which become apparent after the three hundred and sixty-five days subsequent to the date on which it occurred.
- c. Unless expressly included in a specific Plan and subject to payment of the relevant surcharge Premium, the consequences of the following are excluded from indemnity under this Policy:
- Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding and, in general, any sport or recreational activity that is notoriously dangerous.
  - Participation in competitions or tournaments organised by sporting federations or similar organisations.
  - The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers, as well as helicopters.
  - Accidents due to a physical or manual risk activity (paid or not) such as: driving of vehicles, use of machinery, loading and unloading, work in heights/levelling or confined locations, assembly of machinery, undertaking work on floating or underwater/sub-aquatic platforms, mines or quarries, use of chemical substances, laboratories of any kind, and any other dangerous activities.

### **SECTION 3: PERSONAL ASSISTANCE BENEFITS**

#### **1. 24 Hours Assistance Services**

##### **1.1. Medical Assistance**

As soon as the Assistance Company is notified about a medical emergency resulting from the Insured's accident or illness, the Assistance Company will contact the medical facility or location where the Insured is placed and confer with the Physician at that location of the Insured to determine the best course of action to be taken. If possible and if deemed appropriate by the Assistance Company, the Insured's Physician will be contacted in order to have a better knowledge of the medical conditions of the Insured. The Assistance Company will then analyse the situation

and recommend the most appropriate way of providing the assistance benefits, as well as arranging hospital admission of the Insured where the Assistance Company in its sole discretion deems appropriate.

##### **1.2. Legal Assistance**

If the insured is arrested or in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to him, the Assistance Company will, if required, provide him with the name of an attorney who can represent him in any necessary legal matters.

##### **1.3. Pre-departure Services**

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

##### **1.4. International General Assistance**

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

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

##### **1.5. Assistance with lost Luggage and Passport**

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

#### **2. Delivery of Medicines**

The Assistance Company will cover the expenses of sending medicines, in case of emergency, which are prescribed by the Doctor of the Insured and are not available at the place where she/he is staying, even if this prescription is pre-existing to the trip.

**This cover is subject to a limit provided by the relevant plan. The costs of the medicines are excluded from this guarantee.**

#### **3. Advance of Bail Bond**

The Assistance Company will advance funds for any legal bond required on behalf of an Insured **up to the amount provided by the relevant plan.**

The Insured will be required to repay such sum as may have been advanced within 45 days. The Assistance Company will require valid credit authorisation prior to any such fund advance.

#### **4. Legal Defence**

If the Insured is arrested or is in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to him, the Assistance Company will, if required, provide him with the name of an attorney who can represent him in any necessary legal matters.

The Assistance Company will cover the expenses of legal defence abroad of the Beneficiaries in the penal or civil procedures which are generated against the Beneficiaries as a result of false arrest or wrongful detention.

**This cover is subject to a limit provided by the relevant plan.**

#### **5. Hijacking in Means of Public Transport**

The Assistance Company will pay the Insured a distress compensation up to the limit provided by the relevant plan for every 24 hours during which any common carrier in which the Beneficiary is travelling has been hijacked.

**This cover is subject to a limit provided by the relevant plan.**

### **SECTION 4: JOURNEY CANCELLATION OR INTERRUPTION**

#### **1. Trip Cancellation Expenses**

The indemnity relating to travel cancellation expenses comes into force at the time that the Assistance Company receives notification of inclusion of the Insured by the Policyholder, and ends the moment the trip starts (boarding the Means of Public Transport used on the trip). The indemnity will only be valid if the Policy is taken out at the same time as the trip object of the insurance, or within the next three days subsequent thereto.

The Assistance Company will meet the cost of the reimbursement **up to a limit provided by the relevant plan** – applying the specified Excess - for the travel cancellation expenses charged to the Insured and invoiced to him/her in application of the general conditions of sale of his/her provider, provided that he/she cancels the trip before it starts and for one of the following causes:

- a. Serious illness, serious bodily accident or death sustained by:

- The Insured or a member of his /her Close Relatives as defined in the present Travel Insurance General Conditions.
  - The person in the Insured's Usual Country of Residence, in whose custody the under-age or disabled children are placed during the trip. .
- b. Notification to appear as party, witness or jury of a Court, unless there had been knowledge thereof prior to contracting the trip. An original copy of the court or administrative notification will be furnished.
  - c. Serious damage caused by fire, explosion, robbery or by force of Nature, in his/her usual place of residence in Insured's country of residence or in his/her own or rented business premises, which rendered them uninhabitable or under serious risk of greater damage occurring which justify indispensably his/her presence.
  - d. Professional, non-disciplinary, dismissal of the Insured. In any case, this Policy must have been signed before the worker was notified by its employer.
  - e. Cancellation of the person who is to accompany the Insured on the trip, registered at the same time as the Insured, and insured by this same Policy, provided that the cancellation stemmed from one of the causes listed above. The maximum number of persons covered by this cause is five.
  - f. Forced unemployment of the Insured due to partial or complete closure of the company where the Insured is employed. A condition is that the Insured became unemployed after the Policy was taken out. This cover shall not apply to self-employed persons;
  - g. Compulsory quarantine, jury service or witness summons applying to the Insured, a close business associate, a Close Relative or a personal friend with whom the Insured was to travel requiring the Insured's appearance or presence in the country of residence during the Period of Insurance;
  - h. Unexpectedly not being able for medical reasons to have an inoculation for a destination for which inoculation is required or strongly recommended. If the inoculation is not possible due to the Insured's pregnancy, indemnification of the cancellation costs can only take place if the Insured, at the time of booking the trip, was not, and could not have been, aware of the pregnancy;
  - i. Insured being required to re-sit a University or College Examination which formed part of a full time course of study, providing that the insured travel arrangements were booked prior to the date of the examination which the Insured failed.

The Insured will be under the obligation to notify his/her travel provider and the Assistance Company of the cancellation of the trip as soon as he/she has knowledge of the event causing it, and the Assistance Company will be exempted from compensating the expenses or penalizations that accrue from the moment of that notification in the event of failure to fulfil this obligation.

In order to claim compensation for this cover, the Insured must submit the following documents:

- Copy of the document vouching for the occurrence of the accident (medical report or death certificate, fire-fighters report, complaint reported to the Police, insurance Insurer report, etc...). That document must, of necessity, reflect the date of the occurrence (admission to hospital, death, and accident), the diagnosis or type of damage, the clinical or background history, and the treatment prescribed.
- Original copy of the invoice and/or receipts from paying the agency for the trip, and a copy of the travel voucher issued by the agency.
- A copy or photocopy of the cancellation expenses invoice by the travel wholesalers to the retail agency, and a copy of the general conditions of sale of the wholesaler.
- The original cancellation document issued by the travel agency, as well as the cancellation expenses invoice or payment slip thereof.

## 2. Specific exclusions of this guarantee:

In addition to the General Exclusions to all the guarantees of this Policy described in the General Conditions, travel cancellations are not guaranteed when they are brought about by:

- a) An aesthetic treatment, a cure, a travel or vaccination contraindication, the fact that it is impossible to travel to certain destinations without the preventive medical treatment advised.
- b) Epidemics.
- c) Failure to furnish, for any cause, the documents indispensable for any travel, such as Passport, Visa, tickets, Identity Document or vaccination certificates.
- d) Non-emergency dental treatments and rehabilitation treatments.
- e) Illnesses sustained by persons aged **seventy-five years** old or more
- f) Travel arrangements made more than three days prior to taking out the Policy.
- g) Mental or nervous illness or anxiety;
- h) Expenses arising from illness or injury where Insured:
  - Was proposing to travel against a doctor's advice,

- Is receiving, or is on a waiting list for in-patient treatment in a hospital or nursing home,
  - Has received a terminal prognosis;
- i) Any claim relating to a medical condition for which the Insured received treatment in the 12 months prior to taking out the Policy;
  - j) Any amount recoverable from a travel agent, tour operator, carrier or any other source;
  - k) Pregnancy or childbirth;
  - l) Insured failing to allow sufficient time to reach his/her departure point;

IMPORTANT: The insurance Premium cannot form part of any claim.

## SECTION 5: LOSSES & DELAYS BENEFITS

### 1. Loss of Passport, driving license, national identity document

In the event of loss of the Insured's passport, driving license, national identity card/document while abroad, the Assistance Company will take charge of the expenses of the replacements necessary for obtaining a new passport, driving license, national identity card/document or equivalent consular document.

**This cover is subject to a limit provided by the relevant plan.**

### 2. Compensation for in-flight loss of checked-in Luggage

The Assistance Company will supplement the compensation for which the carrier is liable up to a limit provided by the selected plan, as a sum of both compensation payments, for the collection of luggage and possessions checked in by each Insured, in the event of loss during the carriage by air performed by the carrier company, for the purpose of which the Insured shall furnish a list of the contents including the estimated price and date of purchase of each item, as well as the settlement of the compensation payment by the carrier.

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

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

**This cover is subject to a limit provided by the relevant plan.**

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

### 3. Compensation for delay in the arrival of luggage

In the event of a delay of more than 4 hours in delivering the luggage checked in, since the arrival of the flight on an IATA Member Airline, the Assistance Company will cover **up to a limit specified by the selected plan for each Insured**, to purchase prime necessity items (those that are indispensable while the Insured awaits the arrival of the delayed luggage), provided that the relevant original copies of the invoices are furnished.

**This cover is subject to a limit provided by the relevant plan.**

**All such claims shall be accompanied by documents duly certified by the Airline attesting to the occurrence of the event.**

### 4. Delayed Departure

When the departure of the common carrier contracted by the Insured for travelling is delayed by at least 4 hours, the Assistance Company, subject to presentation of the corresponding original invoices, shall reimburse any additional expenses incurred (transport and hotel accommodation, as well as meals) as a result of the said delay, with the following limits:

- Up to USD 250, for delays in excess of four but less than twelve hours;
- Up to USD 500, for delays in excess of twelve but less than eighteen hours;
- Up to USD 750, for delays in excess of eighteen but less than twenty four hours;
- Up to USD 1000, for delays in excess of twenty-four hours.

This indemnity duly excludes any delay that is a direct consequence of a strike called by employees belonging to the airline company and/or the departure or arrival airports for the flight, or to service companies subcontracted by the same.

Also excluded from this indemnity are those delays that occur on charter or non-regular flights.

### 5. Location and forwarding of personal effects.

The Assistance Company will furnish the Insured with advice on reporting the robbery or loss of his/her luggage and personal possessions, and will collaborate in arrangements for locating them. In the event that the aforesaid possessions should be recovered, the Assistance Company will take charge of forwarding them to the place of the trip planned by the Insured or to his/her Usual Country of Residence.

**In this event, the Insured is under an obligation to return the compensation received for the loss in accordance with this Policy.**

#### **Conditions and Limitations applicable to section 5:**

1. The Insured must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this Section of the Policy.
2. Claims under this Section shall be calculated from the actual time of departure of the conveyance on which the Insured was booked to travel, as specified in the booking confirmation.

#### **SECTION 6: CIVIL LIABILITY BENEFITS**

##### **1. Personal Civil Liability**

- (a) The Assistance Company indemnifies the Insured against liability for payment of compensation for which the Insured may become liable in terms of civil law or action, for bodily or material damages caused involuntarily to third parties and products during the Period of Insurance, according to the definitions, terms and conditions set out in the Policy and for incidents arising from the risks specified therein.
- (b) Save express agreement to the contrary, the Assistance Company will assume legal supervision of the claim instituted by the damaged third party, and will meet the cost of the defence expenses that arise. The Insured shall provide the collaboration necessary to assist the legal supervision assumed by the Assistance Company.
- (c) If in the court procedures brought against the Insured there should be a conviction, the Assistance Company will decide whether it is appropriate to appeal to the competent higher Court; if it does not deem the appeal appropriate, it will inform the Insured thereof and the latter will be free to lodge an appeal on its own exclusive account. In this latter event, if the appeal lodged were to give rise to a sentence favourable to the interests of the Assistance Company, the latter will be obliged to meet the cost of the expenses arising from such appeal.
- (d) When any conflict arose between the Insured and the Assistance Company, prompted by the latter having to maintain in the loss interests contrary to the defence of the Insured, the Assistance Company will inform the Insured thereof, without prejudice to taking the measures which, because of their urgent nature, are necessary for the defence. In this case, the Insured may choose between maintaining the legal supervision provided by the Assistance Company or entrust its own defence to another person. In this last event, the Assistance Company will be obliged to pay the expenses of such legal supervision up to the limit agreed in the Policy Schedule.

**When in the civil part an amicable agreement was reached, the defence in the criminal part is discretionary on the part of the Assistance Company and is subject to the prior consent of the defendant.**

**This cover is subject to a limit provided by the relevant plan.**

##### **1.1. Recoveries**

In the event of concurrence of the Assistance Company and of the Insured against a liable third party, the amount recovered will be shared out between them both in proportion to their respective interest.

##### **2. Specific exclusions to Personal Civil Liability cover:**

In addition to the General Exclusions, applicable to all Coverage and Sections of this Policy, the consequences of the following events and damages are not covered:

- a) Damage which has its origin in the breach of or voluntary failure to observe positive Legal rules or the rules and guidelines governing the activities which gave rise to the claim event.
- b) Damage to goods or animals that are in the possession of the Insured or the person for whom the Insured is responsible or liable, that are for his/her own use, or that have been entrusted or rented out to him/her to use, look after, transport, use for working purposes or operate.
- c) Damage caused by the contamination of the ground, waters or the atmosphere, unless the cause thereof should be accidental, sudden and unforeseen or not anticipated by the Insured.
- d) Damage caused by risks that should otherwise be the object of compulsory insurance cover.
- e) Damage arising from the use and running of motor vehicles, and of the elements towed or incorporated therein.
- f) The contractual obligations of the Insured.
- g) Damage caused to ships, aircraft or any device destined for navigation or water or air support, or caused by them.
- h) Damage caused by the transport, storage and handling of corrosive, toxic, inflammable and explosive substances and gases.
- i) The payment of penalties and fines, as well as the consequences of failure to pay them and the furnishing of court bonds to guarantee the criminal results of the procedure.

- j) Liability arising from labour accidents sustained by the personnel in the service of the Insured.
- k) Damage caused by products, completed works and services rendered after they have been delivered to clients or after they have been rendered.
- l) Damage caused to movable or immovable property which, for their use or enjoyment, handling, transformation, repair, safe-keeping, deposit or transport, have been entrusted, assigned or rented to the Insured, or which are in his/her possession or sphere of control.
- m) Financial losses that are not the consequence of a material damage covered by the Policy, as well as the financial losses that are the consequence of a bodily harm or material damage not covered by the Policy.
- n) Damage caused by engaging in obviously dangerous sports, such as mountaineering, underwater activities, shooting or similar.
- o) Injury to employees of the Insured.
- p) Liability arising out of:
  - Any wilful act or misconduct;
  - The carrying on of any trade profession or business.
- q) Liability to members of the Insured's family or any employee.
- r) Liability for which indemnity is provided to the Insured under any other insurance.

##### **III. THE COMPANY'S LIABILITY CONDITIONS**

- 1) In the event of any claim for indemnity or a benefit, the liability of the Assistance Company shall be conditional to the Insured having duly complied with and continuing to comply with the terms of this Policy.
- 2) In the event of a claim under this Policy the Insured shall:
  - a) Take all reasonable precautions to minimize the loss.
  - b) As soon as possible contact the Assistance Company to notify it of the claim and stating which Benefit is required.
  - c) Freely provide the Assistance Company with all relevant information.
  - d) Make no admission of liability or offer promise or payment of any kind.
- 3) The Assistance Company will not reimburse or consider reimbursing any expenses which were not previously approved. Previously approved expenses will have to include the claim number obtained from the Assistance Company prior to sending the official receipts and/or letter explaining the reason and circumstances of why the Travel Assistance Services for which expenses are claimed were not obtained from the Assistance Company directly.

##### **IV. GENERAL EXCLUSIONS**

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

- o) The accidents deemed legally to be work or labour accidents, consequence of a risk inherent to the work performed by the Insured;
- p) Internationally and locally recognized epidemics;
- q) Illnesses or injuries arising from chronic ailments or from those that existed prior to the inception date of the Policy;
- r) Death as a result of suicide and the injuries or after-effects brought about by suicide and/or attempted suicide or any self-inflicted injuries;
- s) Illness, injuries or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental illness or mental imbalance;
- t) Illness or injuries resulting from refusal and/or delay, on the part of the Insured or persons responsible for him/her, to accept the transfer proposed by the Assistance Company and agreed by its medical service;
- u) Illness or injuries caused by pregnancy and childbirth or any complication therefore or voluntary termination of pregnancy;
- v) Mental health diseases;
- w) Venereal sexually transmitted diseases;
- x) All pre-existing, congenital and/or Chronic Medical Conditions;
- y) Any cardiac or cardio vascular or vascular or cerebral vascular illness or conditions or after-effects thereof or complications that, in the opinion of a medical practitioner appointed by the Assistance Company, can reasonably be related thereto, if the Insured has received medical advice or treatment (including medication) for hypertension 2 years prior to the commencement of the insured trip.

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

- a) The services arranged by the Insured on his/her own behalf, without prior communication or without the consent of the Assistance Company, except in the case of an extreme emergency/urgent necessity. In that event, the Insured shall furnish the Assistance Company with the vouchers and original copies of the invoices;
- b) Assistance or medical services, which are not medically necessary and all Elective and/or non-Emergency medical condition and its complications;
- c) Rehabilitation treatments;
- d) Prostheses, orthopaedic material or thesis and osteosynthesis material, as well as spectacles;
- e) Assistance or compensation for events that occurred during a trip that had commenced, in any of the following circumstances:
  - Before this Policy comes into force;
  - With the intention of receiving medical treatment;
  - After the diagnosis of a terminal illness;
  - Without prior medical authorisation, after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip;
- f) Expenses that arise once the Insured is at his/her Usual Country of Residence, those incurred beyond the scope of application of the Coverage, and in any case, after the dates of the travel object of the Policy have elapsed or after 92 days has elapsed since the start thereof, notwithstanding what is provided for in the additional clauses or in the private or Special Conditions;
- g) Any health services that are received as out-of-hospital benefits;
- h) All expenses relating to dental treatment, dental prostheses, and orthodontic treatments;
- i) Services that do not require continuous administration by specialized medical personnel;
- j) Personal comfort and convenience items (television, barber or beauty service, guest service and similar incidental services and supplies);
- k) Medical Services that are not performed by Authorized Healthcare Service Providers, apart from medical services rendered in a Medical Emergency.
- l) Prosthetic devices and consumed medical equipment;
- m) Treatments and services arising as a result of hazardous activities, including but not limited to, any form of aerial flight, any kind of power-vehicle race, water sports, horse riding activities, mountaineering activities, violent sports such as judo, boxing, and wrestling, bungee jumping and any professional sports activities;
- n) Costs associated with hearing tests, vision corrections, prosthetic devices or hearing and vision aids;
- o) Patient treatment supplies (including elastic stockings, ace bandages, gauze, syringes, diabetic test strips, and like products, non-prescription drugs and treatments, excluding such supplies required as a result of healthcare services rendered during a Medical Emergency);

- p) Services rendered by any medical provider relative of a patient for example the Insured and the Insured member's family, including spouse, brother, sister, parent or child;
- q) All healthcare services and treatments for In-Vitro Fertilization (IVF), embryo transport, ovum and male sperms transport;
- r) Treatments and services related to viral hepatitis and associated complications, except for treatment and services related to Hepatitis A;
- s) Air or terrestrial medical evacuation or unauthorized transportation services, unless for Medical Emergency;
- t) Medical services and associated expenses for organ and tissue transplants, irrespective of whether the Insured is a donor or recipient.
- u) Any test or treatment not prescribed by a doctor;
- v) Diagnosis and treatment services for complications of excluded illnesses.

**3) The Assistance Company is exempt from liability when, as a result of force majeure (external forces beyond its control), it is unable to put into effect any of the benefits specifically envisaged in this Policy.**

**V. HOW THE INSURED SHOULD APPLY FOR ASSISTANCE?**

## CLAIMS

### ASSISTANCE INFORMATION

In the event of a claim, the insured should dial the following emergency number or send an assistance request to the provided email addresses - 24 hours a day and 365 days a year:

**+44 845 217 1379** from Outside United Kingdom

or

**0845 217 1379** from United Kingdom

Please mind that when calling **from the United States you should dial 011 and the assistance number to place the call.**

Assistance Email: [afrcosiam@mapfre.com](mailto:afrcosiam@mapfre.com)

Reimbursement Email: [refund@mapfre.com](mailto:refund@mapfre.com)

<b>1. Champions Insurance Company (Private) Limited</b>
Registration number: 9397/2003
1 Mold Crescent, Kensington, Harare.
Tel: (263) 4 700948
Fax: (263) 4 700948
E-mail: <a href="mailto:info@championsinsurance.co.zw">info@championsinsurance.co.zw</a>
Website: <a href="http://www.championsinsurance.co.zw">www.championsinsurance.co.zw</a>
Champions Insurance Company is a private limited company and a registered Short Term insurer. This Policy has been issued under the authority of Champions Insurance Company. Should you not receive all the necessary documents, please contact the relevant distribution agent.
<b>2. Complaints Procedures</b>
If you have a complaint about this policy, first try to resolve it with the agent who has sold it to you. If the matter cannot be resolved, you may submit a complaint in writing to the Champions Complaints Department at <a href="mailto:info@championsinsurance.co.zw">info@championsinsurance.co.zw</a> . If the matter is not resolved to your satisfaction by Champions, you may submit your complaint in writing to the Commissioner of Insurance at the contact details provided below.
<b>3. Compliance Officer</b>
The compliance officer of Champions Insurance Company may be contacted at <a href="mailto:tmuronda@championsinsurance.co.zw">tmuronda@championsinsurance.co.zw</a> for any compliance related matters.
<b>4. Insurance Regulator</b>
The Commissioner of Insurance 169 Rhodesville, Greendale, Harare. E-mail: <a href="mailto:mmaposa@ipec.co.zw">mmaposa@ipec.co.zw</a> Tel: (236) 4 251062/3
<b>5. Important Matters</b>
It is very important that you are quite sure that the policy meets your needs and that you feel that you have all the information you need to make a decision. Feel free to make notes regarding verbal information and ask for written confirmation or copies of documents. You must accurately, fully and properly disclose all material facts. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf. You must not sign any incomplete or blank documents. No person may insist that you do so.