



Assistance services provided by



**INTERNATIONAL TRAVEL INSURANCE
TERMS AND CONDITIONS**

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A. PREAMBLE

Thank you for choosing to insure your travels through **Al Sagr National Insurance Company**. Your Policy Schedule contains an overview of the risks you are covered for and the benefit payable by us. Your Policy Terms and Conditions contain the conditions and exclusions applicable to your cover and is the basis on which all claims are assessed. It is essential that you read both documents to ensure this insurance is suitable for your needs. Together these documents are evidence of the contract of insurance.

B. DEFINITIONS

For purposes of this document the terms below are construed to mean the following:

- **Policy:** the Terms and Conditions, Policy Schedule and Schedule of Benefits, as well as any subsequent endorsements thereto.
- **Insurer:** for the effects of Travel Assistance coverage, the company issuing the policy which, in its capacity as insurer and by collecting the premium, assumes the coverage of the risks that are the object of the policy according to the conditions of the policy.
- **Policyholder:** the natural person contracted to the insurer in terms hereof and is bound by the obligations arising therefrom, save those which, owing to their nature, must be complied with by the Insured.
- **Insured:** the natural person identified in the Policy Schedule, and who is entitled, where fitting, to the rights derived from the policy.
- **Relatives:** for the effects of this policy, relatives are considered to be only the spouses, children, parents, grandparents, brothers and sisters, parents-in-law, sons-in-law, daughters-in-law and brothers-in-law and sisters-in-law of the Insured, notwithstanding what is provided for each Coverage or Guarantee.
- **Usual place of residence:** the locality where the Insured is usually resident, which, save express indication in the Policy Schedule, should of necessity be in the Country, and to where the emergency repatriations and returns envisaged in this policy will be made.
- **Territory:** geographic area where the trip object of the policy takes place and in which the events that occur there have coverage.
- **Beneficiary:** for the effects of Personal Accident coverage, the person or persons to whom the Policyholder or, where applicable, the Insured, acknowledges the right to receive, in the appropriate

amount, the compensation arising from the aforesaid coverage provided by this policy. Should no-one have been specified, the compensation will form part of the assets of Insured.

- **Third parties:** any natural or legal person other than:
 - a) The Policyholder, the Insured or the causer of the accident.
 - b) The spouses, ascendants or descendants of the persons listed in the previous subsection.
 - c) The relatives of the people listed in the first subsection who live with them.
 - d) The partners, directors, wage-earners (including contractors and subcontractors) and persons who, de facto or by right, depend on the people listed in the first subsection, while acting within the scope of that dependency.
- **Limit or Amount Insured:** the amount set forth in the Schedule of Benefits, and which represents the maximum benefit or compensation (financial, temporary or another kind) covered or payable by the Insurer under each guarantee. Save express indication to the contrary, the financial limits are expressed in US Dollars and the \$ symbol may be used.
- **Premium:** the price of the insurance that the Policyholder must pay the Insurer in consideration for the coverage of the risks provided for him/her by the latter, the receipt for which will include, moreover, the surcharges and taxes legally applicable.
- **Loss/Accident:** any event whose consequences are totally or partially covered by the guarantees of this policy. The collection of damages arising out of one event constitutes one loss/accident.
- **Robbery:** appropriation of other people's property by violence or intimidation to persons, or violence to things.
- **Illness:** any change in health diagnosed and confirmed by a legally recognised doctor during the life of the policy and which is not comprised in the two groups below:
 - **Congenital disease:** that exists at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy.
 - **Pre-existing disease:** that the Insured suffered prior to the date of taking out the insurance.
- **Serious illness:** a change in health that requires admission to hospital and which, in the opinion of the Insurer's medical team, prevents the Insured from starting the trip or from continuing it on the date planned, or which involves risk of death.

- **Accident:** the bodily injury sustained during the life of the policy, which derives from a violent, sudden, external cause and one that is not intended by the Insured. The following will also be construed to be accidents:
 - a) 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.
 - b) Infections resulting from an accident covered by the policy.
 - c) Injuries that are a consequence of surgical operations or medical treatments resulting from an accident covered by the policy.
 - d) The injuries sustained as a result of self-defence.
- **Serious accident:** an accident which, in the opinion of the Insurer's medical team, prevents the Insured from starting the trip or continuing it on the date planned, or which involves risk of death.
- **Bodily injury:** bodily injuries or death, caused to natural persons.
- **Damages:** the deterioration or destruction of inanimate objects and damages caused to animals.
- **Losses:** the financial losses caused as a direct result of an indemnifiable bodily injury or material damage sustained by the claimant.
- **Osteosynthesis material:** 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:** anatomical parts or items of any kind used to prevent or correct temporary or permanent deformations of the body (walking sticks, cervical collar or wheelchair).
- **Prosthesis:** these are deemed to be any item of any kind that temporary 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.

C. GENERAL TERMS

1. THE INSURER'S LIABILITY CONDITIONS

- 1.1 In the event of any claim the liability of the Insurer shall be conditional on the insured claiming indemnity or benefit having complied with and continuing to comply with the terms of this Policy.

- 1.2 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 telephone the Insurer to notify the claim stating the Benefits required.
 - c) Freely provide the Insurer with all relevant information.
 - d) Make no admission of liability or offer promise or payment of any kind.
- 1.3 The Insurer will not reimburse or consider reimbursing any expenses which were not previously approved. In relation to previously approved expenses, the insured or beneficiaries 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.
- 1.4 The Insured shall submit at Insurer's Expense to medical examination as often as may be required by the Insurer in connection with any claims.

2. FORCE MAJEURE

- 2.1 No party shall have any liability whatsoever or be in default for any delay or failure in performance under this policy resulting from unforeseeable acts beyond the control of that party, including but not limited to acts of God, the laws of the State of Qatar, national or any supra-national government authority, war or national emergency, riot, or epidemics.

3. FORCED EXTENSION OF COVER

- 3.1 When, as a result of an accident covered by these Terms and Conditions, an Insured has to extend his/her period of stay outside his/her home, the benefits granted by this section are automatically extended for that Insured person, once only and up to a maximum period of 10 days.
- 3.2 The limits referring to benefits derived from the claim that have given rise to the extension are not increased or extended.

4. GENERAL EXCLUSIONS

- 4.1 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 guarantee/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) Events or actions of the Armed Forces or Security Forces in peacetime.

- c) Wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whatever type.
- d) Those caused by or resulting from radioactive materials and nuclear energy.
- e) Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity.
- f) Illness or injuries existing prior to the claim, unless expressly included in the Schedule of Benefits.
- g) Those that occur as a result of the participation by the Insured in competitions, sports, and preparatory or training tests.
- h) 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 known to be dangerous.
- i) Participation in competitions or tournaments organised by sporting federations or similar organisations
- j) Hazardous winter and/or summer sports such as skiing and/or similar sports.
- k) Non-residents and students resident abroad, i.e. in a different country from the one where the Policy is issued.
- l) The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers, as well as helicopters.
- m) The accidents deemed legally to be work or labour accidents, consequence of a risk inherent to the work performed by the Insured.
- n) Internationally and locally recognized epidemics.
- o) Illnesses or injuries arising from chronic ailments or from those that existed prior to the inception date of the policy.
- p) Death as a result of suicide and the injuries or after-effects brought about by attempted suicide or any self-inflicted injuries.
- q) 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.
- r) Illness or injuries resulting from refusal and/or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Insurer and agreed by its medical service.
- s) Illness or injuries caused by pregnancy and childbirth or any complication therefore or voluntary termination of pregnancy.

- t) Mental Health diseases, Venereal sexually transmitted diseases, all pre-existing, congenital and/or Chronic Medical Conditions.
- u) 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 Insurer, can reasonably be related thereto, if the insured person has received medical advice or treatment (including medication) for hypertension 2 years prior to the commencement of the Protected Journey.

4.2 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 Insurer 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:
 - i. Before this insurance comes into force;
 - ii. With the intention of receiving medical treatment;
 - iii. After the diagnosis of a terminal illness;
 - iv. 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 guarantees of the insurance, and, in any case, after the dates of the travel object of the policy have elapsed.
- 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's.

- 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 person and the Insured member's family, including spouse, brother, sister, parent or child.
- q) All Healthcare Services & 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 except for Emergency cases or unauthorized transportation services.
- t) Medical services and associated expenses for organ and tissue transplants, irrespective of whether the Insured Person 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.

D. PERSONAL ASSISTANCE BENEFITS

The guarantees relating to the persons insured are listed in this article, and will be rendered in accordance with the conditions set out below.

1. EMERGENCY MEDICAL EXPENSES

- 1.1 In the event that the Insured should fall ill or have an accident while travelling outside the Home Country, the Insurer will meet the cost of the hospitalisation expenses, surgical operations, medical fees, nursing expenses and of the pharmaceutical products prescribed by the doctor attending to him/her during the trip. This cover is subject to a limit provided by the referred plan.
- 1.2 The Insurer's medical team will maintain the telephone contacts necessary with the centre and with the doctors attending to the Insured to supervise the provision of proper health care.

2. EMERGENCY DENTAL CARE

- 2.1 If and when found necessary, the Insurer 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 referred plan.

3. EMERGENCY MEDICAL TRANSPORTATION

- 3.1 In the event of accident or illness, the Insurer will take charge of transferring or repatriating the Insured to a properly equipped health centre or to his/her usual place of residence.
- 3.2 The Insurer, through its medical team, will decide which health centre the Insured is transferred to or whether repatriation is necessary, depending on the situation or gravity of the state the latter is in. Afterwards, the Insurer's medical team will maintain the telephone contacts necessary with the medical centre and with the doctors attending to the Insured, and on the basis thereof will decide whether to transfer or repatriate the Insured, and on the most suitable means of transport to use.
- 3.3 For minor or less serious illnesses or accidents which, in the opinion of the medical team of the Insurer, do not require repatriation, transfer will be performed in ambulance or another means of transport, to the place where adequate medical assistance can be provided.
- 3.4 In cases in which transfer or repatriation by air is deemed to be essential, and always subject to the opinion of the Insurer's medical team, this may be performed in a special medical care aeroplane from countries in Europe and those bordering the Mediterranean Sea.
- 3.5 Transfer or repatriation in a special medical care aeroplane is expressly excluded when it has to be performed from, to, within or between countries that are not European countries or countries that border on the Mediterranean Sea.

4. REPATRIATION OF OTHER INSURED PERSONS

- 4.1 When the illness or accident sustained by one of the Insured persons prevents him/her from continuing their trip, the Insurer will take charge of transferring the other Insured persons (up to a maximum of five) to the Home Country or to the place where the Insured is hospitalised.
- 4.2 In this case, and in the event that any of the said Insured travel companions is under fifteen years of age or has a physical or mental disability and there was no-one to accompany him/her, the Insurer will provide the appropriate person to attend to him/ her during the journey back to his/her usual place of residence or to the place where the Insured is hospitalised.
- 4.3 Such travel companions should appear as Insured persons in this policy.

5. REPATRIATION OF MORTAL REMAINS

- 5.1 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 country of residence and the Insurer will meet the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at his/her usual place of residence. This cover is subject to a limit provided by the referred plan.
- 5.2 Payment of expenses for interment, cremation or funeral ceremony is excluded from this guarantee.

6. PREMATURE RETURN FOLLOWING DEATH OF A CLOSE RELATIVE

- 6.1 When the Insured has to cut short his/her journey because of the death of a relative, the Insurer will meet the cost of the travel to Home Country or to the place of interment in the Home Country, whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the trip.
- 6.2 The Insured shall furnish the vouchers or certificates of the event that caused the journey to be cut short (death certificate).

7. VISIT OF A CLOSE RELATIVE

- 7.1 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 Insurer will take charge of the transfer of a person from the usual place of residence of the Insured, at the latter's choice, including meeting the cost of the outbound and return journey to the place of hospitalisation and the accommodation expenses there, **as per the agreement.**

8. COST OF FIRST AID AND RESCUE

- 8.1 In the event that the insured should have an accident on the ski slopes, the insurer will meet the cost of the expenses of rescue on the ski slopes to transfer the injured insured to the medical centre at the ski resort facilities.

9. PERSONAL LIABILITY

- 9.1 The Insurer guarantees the Insured to pay the compensation for which the Insured may be civilly liable by law, for bodily or material damages caused involuntarily to third parties and products during the lifetime of the insurance policy, according to the definitions, terms and conditions set out in the policy and for incidents arising from the risk specified therein.

- 9.2 Save express agreement to the contrary, the Insurer will assume the legal supervision as regards the claim by the damaged 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 Insurer.
- 9.3 If in the court procedures brought against the Insured there should be a conviction, the Insurer 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 it 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 Insurer, it will be obliged to meet the cost of the expenses arising from such appeal.
- 9.4 When any conflict arose between the Insured and the Insurer, prompted by the latter having to maintain in the loss interests contrary to the defence of the Insured, the Insurer 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 Insurer or entrusting its own defence to another person. In this last event, the Insurer will be obliged to pay the expenses of such legal supervision up to the limit agreed in the Policy Schedule.
- 9.5 When in the civil part an amicable agreement was reached, the defence in the criminal part is discretionary on the part of the Insurer and is subject to the prior consent of the defendant. This cover is subject to a limit provided by the referred plan.
- 9.6 *Recoveries*
- In the event of concurrence of the Insurer 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.
- 9.7 *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 of those governing the activities object of the insurance.
 - b) Damage to goods or animals that are in the possession of the Insured, or the person for whom the latter is answerable, 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 be 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.

10. LEGAL ASSISTANCE IN CASE OF REDRESS

- 10.1 If the insured person 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.

11. ADVANCE OF BAIL BOND

- 11.1 The Insurer will advance funds for any legal bond required on behalf of an Insured up to the amount provided by the referred plan.

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

12. CANCELLATION AND/OR CURTAILMENT

- 12.1 The Sum specified in the plan is payable in case the trip, prior to commencement from the Usual country of Residence, is cancelled due to:
- a) Sudden illness or accident of an Insured Person.
 - b) Death of a Close Relative.
 - c) Unforeseen civil unrest or natural calamities.
 - d) The Insured Person is called jury service or as a witness in a court of law.
 - e) The Insured person or his legal spouse is made redundant.
 - f) The Insured Person's home is very badly damaged by fire, storm or flood and/or the Police needs.
 - g) to talk to him because his home or place of work has been burgled.
 - h) Sudden or accident to travelling companion.

13. DELAYED DEPARTURE AFTER 12 HOURS

- 13.1 When the departure of the common carrier contracted by the Insured for travelling is delayed by at least 12 hours, the Insurer, 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.
- 13.2 *Conditions and Limitations applicable to delayed departure:*
- a) The Insured Person 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.
 - b) 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.

14. DELAYED BAGGAGE

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

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

15. PERSONAL BAGGAGE AND PERSONAL MONEY

15.1 The Insurer will supplement the compensation for which the carrier is liable up to a the **pre-agreed limit as per the Schedule of Benefits**, for the collection of baggage and possessions checked in by each Insured, in the event of loss, robbery or total or partial destruction during the carriage by air performed by the carrier Insurer, 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.

15.2 Compensation payment for loss, robbery or partial destruction will be calculated according to the procedures recommended by international carriage by air organisations.

15.3 The minimum period of time that must elapse for the baggage to be considered to have been lost once and for all will be that stipulated by the carrier Insurer, with a **minimum of 21 days**.

15.4 Value Articles are excluded from this guarantee.

15.5 Compensation payments received under this guarantee will be net of the compensation received for the delay of that baggage under this policy.

16. LOSS OF PASSPORT

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

17. PERSONAL ACCIDENT

17.1 Insurance covers accidents the Insured may suffer at the means of transport used 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.

17.2 The indemnity limit for each cover is that provided at the Plan selected of the Policy or at the Individual Insurance Certificate.

17.3 The policy indemnity limit for all Insured affected by the same accident is USD 2,000,000 (Two million USD), regardless the number of Insured persons or policies involved.

17.4 **Accidental Death**

- 17.4.1 Where an accident should lead to the death of the Insured, the Insurer shall pay the Beneficiary the sum determined for this eventuality.
- 17.4.2 If, prior to the death, the Insurer has paid an indemnity for Disability, as a result of the same accident and this had occurred in less than one year, it shall indemnify the difference between the amount paid and the insured sum in the event of death. Should the indemnity already paid out be greater, the Insurer shall not lay claim to the difference.
- 17.4.3 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 except agreement 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 others, except agreement to the contrary, except in the case where any of them should be a wilful causer of the accident. In such a case, any designation in favour of the same shall be deemed null and void and the corresponding part not received shall go on to form part of the Policyholder's estate.
- 17.4.4 In order to obtain payment of the Insured Sum, the Beneficiaries should furnish the Insurer with the following documents:
- i. Insured's Birth certificate or literal Death certificate or any form of proof like passport should be acceptable.
 - ii. Those that prove the Beneficiaries' identity. 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 first 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.

17.5 **Permanent Disability**

This shall be deemed to consist of the permanent anatomic loss or lack of functionality or 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 (%)
Head and nervous system	
• 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
Spine	
• 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
Thorax and Abdomen	
• Loss of a lung or a reduction to 50 per cent of lung capacity	20
• Nephrectomy	10
• Enterostomy	20
• Splenectomy	5
Upper Limbs	
• 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
Pelvis and Lower Limbs	
• 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

17.5.1 Applying the table of injuries shall be governed by the following principles:

- i. 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.
- ii. 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.
- iii. The accumulation of all the Disability percentages arising from the same accident shall not give rise to an indemnity of over 100 per cent.

- iv. The total lack of functionality of some limb or organ shall be considered as total loss thereof.
- v. 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.
- vi. Those types of Disability not expressly specified shall be indemnified by analogy with other cases that do appear therein.
- vii. Partial limitations and anatomic losses shall be indemnified proportionally, with respect to the total loss of the affected limb or organ.
- viii. 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.

17.5.2 For the purposes of the definitive indemnity, the degree of disability shall be determined by the Insurer 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 Insurer a further period of up to twelve months more, after which time the latter must determine the disability on the basis of what it believes, will be the definitive condition.

17.5.3 Should the Insured not accept the Insurer'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:

- i. 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.
- ii. 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.
- iii. 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 Judge corresponding to the Insured's address, under the Insured's country Law of Civil Procedure.

17.6 *Specific Exclusions for Personal Accident*

In addition to the General Exclusions to all the guarantees of this policy described at the end of these General Conditions, the Insurer does not cover the consequences originated or produced by the following:

- a) 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.
- b) 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.
- c) Events or actions of the Armed Forces or Security Forces in peacetime.
- d) 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.
- e) Fall of sidereal bodies and meteorites.
- f) Those derived from radioactive nuclear energy.
- g) Those caused when the Insured takes part in bets, challenges or brawls, except in the case of legitimate defence or necessity.
- h) Accidents caused by the Insured's participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions.
- i) 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.
- j) Intoxication
- k) Injuries that are a consequence of surgical operations or medical treatments not brought about by an accident covered by the policy.
- l) Accident as a result of any kind of loss of consciousness, illnesses of any kind, fainting fits, syncope, strokes, epilepsy or epileptic-forms.
- m) The consequences of accidents that occurred prior to the coming into force of this insurance 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.

17.7 Unless expressly included in a specific Plan and subject to payment of the relevant surcharge Premium, the consequences of the following are excluded from the guarantee object of this policy:

- a) 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.
- b) Participation in competitions or tournaments organised by sporting federations or similar organisations.
- c) The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers, as well as helicopters.
- d) 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.

E. APPLICATION FOR TRAVEL ASSISTANCE SERVICES

In case of any event falling under the Travel Assistance Program, the Beneficiary or any person acting on his/her behalf should call MAPFRE ASISTENCIA Contact Centre, in order to request the necessary assistance and any indication on the procedure to follow.

<p>GENERAL</p> <p>24/7 INTERNATIONAL</p> <p>HELPLINE</p> <p>Ireland: 00 (353) 91 56 06 21</p> <p>Germany: 00 (49) 1805115610</p> <p>USA: 00 15672692968</p> <p>International: 00 962 6 56666833</p> <p>Fax: 00 962 6 5008167</p> <p>Email: TRAVELA@mapfre.com</p>	<p>When calling our Contact Centre, the Insured should have:</p> <ul style="list-style-type: none">▪ Passport or Identity card number.▪ Assistance card number.▪ Full name of the Injured (if any) and the principal Insured.▪ The reason for the call.▪ The place where he/she is located (Hotel / City / Address / Phone number).	<p>Spoken Languages</p> <p>English</p> <p>Arabic</p> <p>Spanish</p> <p>Hindi</p> <p>Persian</p>
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F. INSURER INFORMATION

Company name	AL SAGR NATIONAL INSURANCE COMPANY
Head office address	Al Sagr Insurance Building Diplomatic Area, Besides Ministry of Foreign Affairs Al Seef Road, Bur Dubai, P. O. Box 14614, Dubai, United Arab Emirates
Head office telephone number	+97143968440
Head office fax number	+97143968442
Head office general enquiry e-mail	info@eim.ae
Company's Company Registration number	202191 - Department of Economic Development
Company's Insurance Registration number	16 - Insurance Authority Licence
Compliance e-mail address	Rawad.Shaker@alsagrins.ae
Compliance number	+97143968442
Complaints e-mail address	asnic@eim.ae
Complaints number	+97143968442

Full name of Regulator	United Arab Emirates Insurance Authority
E-mail address of Regulator	www.ia.gov.ae
Telephone number of Regulator	Tel: 971 2 499 0111 (Abu Dabi); 971 4 236 8111 (Dubai)
Physical address of Regulator	Aldar Head Quarters, Al Raha Beach, P. O. Box : 113332, Abu Dhabi, UAE SCA Building, Al Garhoud Area, Dubai, UAE