

TRAVEL

EASY

TERMS AND
CONDITIONS



THANK YOU

for choosing Sukoon Insurance PJSC (hereinafter referred to as "Sukoon" or "We") for Your Travel Insurance. You can be confident that we will be there whenever you need us.

Please take some time to read this booklet and the accompanying Travel Insurance Certificate. This document explains the process of making a claim.

If you would like to change your level of cover or have any queries please call our contact center on 800 SUKOON (785666).

Thank you and have a safe trip...

we are here for you.

TRAVEL

EASY

PLANS AT A GLANCE

Benefits	Elite	Ultimate	Family Plan*	Annual Individual	Annual Family*
Accidental Death and Dismemberment including Paralysis (24 hours)	\$50,000	\$200,000	\$25,000	\$100,000	\$25,000
Emergency Accident & Sickness Medical Expense Deductible	\$75,000 \$50	\$1,000,000 \$50	\$60,000 \$50	\$1,000,000 \$50	\$60,000 \$50
Emergency Dental Care Deductible	\$300 \$100	\$500 \$100	\$300 \$100	\$300 \$100	\$300 \$100
Emergency Medical Evacuation	Included	Included	Included	Included	Included
Repatriation of mortal remains	\$10,000	\$15,000	\$10,000	\$10,000	\$10,000
Baggage Delay Deductible Maximum	\$50/hour 4 hours \$500	\$50/hour 4 hours \$1,000	\$50/hour 4 hours \$500	\$50/hour 4 hours \$500	\$50/hour 4 hours \$500
Loss or Damage of Luggage/Personal Effects (Common Carrier) Per Article	\$500 \$50	\$3,000 \$300	\$500 \$50	\$1,000 \$100	\$500 \$50
Trip Delay Deductible Maximum	\$50/hour 4 hours \$500	\$50/hour 4 hours \$1,000	\$50/hour 4 hours \$500	\$50/hour 4 hours \$500	\$50/hour 4 hours \$500
Trip Cancellation Deductible	\$1,000 \$100	\$6,000 \$100	\$1,000 \$100	\$1,000 \$100	\$1,000 \$100
Trip Curtailment Deductible	\$1,000 \$100	\$6,000 \$100	\$1,000 \$100	\$1,000 \$100	\$1,000 \$100
Loss or Theft of Money Deductible	\$250 \$50	\$1,000 \$100	\$250 \$50	\$250 \$50	\$250 \$50
Loss of Passport Deductible	\$300 \$25	\$500 \$25	\$250 \$25	\$500 \$25	\$250 \$25
Legal Fees	\$2,000	\$10,000	\$1,000	\$5,000	\$1,000
Hijack and Detention Deductible Maximum	\$250/day 12 hours \$1,000	\$500/day 12 hours \$2,000	\$100/day 12 hours \$500	\$250/day 12 hours \$1,000	\$100/day 12 hours \$500
Personal Liability	\$500,000	\$1,000,000	\$100,000	\$1,000,000	\$100,000
Bail Bond	\$5,000	\$15,000	\$5,000	\$10,000	\$5,000
Missed Departure/Missed Connection	\$500	\$1,500	\$500	\$1,000	\$500
24 hour Assistance	Included	Included	Included	Included	Included
Home Protection	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000

* Family Plan/Annual Family limits are per family

TABLE OF CONTENTS

Introduction	3
How to make a Claim	4
Declaration and General Warranty	5
General Definitions	6
Benefits	11
1. Accidental Death And Dismemberment Including Paralysis	11
2. Emergency Accident & Sickness Medical Expenses Including Emergency Dental Care	12
3. Emergency Medical Evacuation	14
4. Repatriation of Mortal Remains	15
5. Baggage Delay	16
6. Loss or Damage of Luggage/Personal Effects	16
7. Trip Delay	18
8. Trip Cancellation	18
9. Trip Curtailment	19
10. Loss or Theft of Money	19
11. Loss of Passport	20
12. Legal Fees	20
13. Hijack And Detention	22
14. Personal Liability	22
15. Bail Bond	23
16. Missed Departure / Missed Connection	23
17. Home Protection	24
18. Global Emergency Assistance Service	25
General Exclusions	28
General Provisions	31

INTRODUCTION

If the **Policy** holder (**You, your**) named in the **Certificate of Insurance** pays the premium as agreed with Sukoon, (**We, Our or Us**) will provide the insurance described in this **Policy** and any endorsements thereto for the **Insured Period** as defined in this **Policy**, to the **Insured Persons** detailed in the **Certificate of Insurance** and in reliance upon the statements, dated as stated in the **Certificate of Insurance** and which is the basis of this **Policy** and is deemed incorporate in the **Policy**.

The insurance provided under this **Policy** is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the **Certificate of Insurance**. This document together with the **Certificate of Insurance** and any endorsements that accompany it set out the **Policy** between the **Policyholder** and Sukoon and should be read as one document.

This **Policy** will only be in force if the **Certificate of Insurance** is signed by a person **We** have authorized.

HOW TO MAKE A CLAIM

Please review the complete **policy** wording as some sections require time sensitive reports from third parties (e.g. Police, Airlines) and contain specific limitations. **You** must submit **Your** claim as soon as practicable but no later than 30 days after the return from **Your** journey.

If there are any circumstances that may result in a claim please follow these steps:

1. In case of an emergency where **you** cannot contact **Our** emergency global assistance service prior to hospital admission, **you** will need to contact them as soon as possible thereafter. **You** will be prompted for **your policy** number stated in the **Certificate of Insurance**.

For emergency or hospitalization overseas, please call our 24x7 global assistance helpline numbers:

International: +96265008119

Germany: +491805115610

France: +33800918040

USA/Canada: +15672692968

or Whatsapp: +962776811108

or Fax on +96265626309

or write to TRAVELA@europ-assistance.com

Please have your policy number handy.

Please note: No coverage is provided for inpatient treatment or emergency **repatriation** not authorized specifically by **Us** or **Our** emergency global assistance service.

For all other claims,

2. Contact our Claims department on +971 4 233 7463/464, Fax: +971 4 233 7765, UAE toll free number 800 SUKCOON (785666) or email us at generalinsuranceclaims@sukoon.com upon returning from **your** journey. **You** will be prompted for **your policy** number stated in the **Certificate of Insurance**. **You** will need to:
 - a. Request a claim form and completion instructions.
 - b. Complete the claim form and return it to **Us** together with the required original supporting documentation.
 - c. Give brief details of the loss circumstances.
 - d. For outpatient or clinic treatments, **You** must pay the hospital or clinic and seek reimbursement from **Us**.
3. **You** may, if **you** prefer, visit one of our offices to complete and file **your** claim.

DECLARATION AND GENERAL WARRANTY

The coverage described in the **Policy** is provided and underwritten by Sukoon.

Sukoon has relied on the information given by the **Policyholder**. For the **Policy** to be valid, all the information provided by the **Policyholder** must be true and complete. If there are any changes in circumstances which may affect the **Policy**, the **Policyholder** must advise the intermediary or Sukoon, as soon as is reasonably possible.

This Policy is only valid if issued with a **Certificate of Insurance**. The **Certificate of Insurance** will indicate the benefits purchased. The **Policyholder** must read the entire **Policy** carefully to determine the Insured Persons' rights and duties, and what is and is not covered. **Sukoon** has no duty to provide cover unless there has been full compliance with all sections of the **Policy**.

General Warranty:

At the time You take out this insurance or when booking a Journey or trip You guarantee that You and any Insured Person.

- Do not know of any reason why the proposed Journey or trip could be cancelled or abandoned;
- Do not know of any medical condition of any person (whether travelling or not) which could result in a claim or need treatment during the period of insurance;
- Have told us about any medical condition of anyone (including Yourself) whom Your Journey depends on;
- Or any person has received a terminal prognosis, or is waiting for in-patient treatment at a hospital clinic or nursing home;
- Are not travelling against medical advice (whether such advice has been obtained or otherwise);
- Are not travelling with the intention of obtaining medical advice or treatment.

DEFINITIONS

We use certain words in this Policy and Certificate of Insurance, which have a specific meaning and are shown under the heading of General Definitions in the Policy. They have this meaning wherever they appear in the Policy or Certificate of Insurance. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice-versa in both cases.

Accident means a sudden, unforeseen and unexpected event caused by external, violent and visible means (but does not include any illness or disease) which results in physical bodily injury (but does not include mental, nervous or emotional disorders, depression or anxiety).

Accidental Death means a sudden, unforeseen and unexpected event caused by external, violent and visible means which occurs at an identifiable time and place, resulting in death.

Accompanying means travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with another **Covered Person** who is on a **Journey**.

Acquired Immune Deficiency Syndrome means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immune-deficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Condition).

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

AGCC means the Arabian Gulf Cooperation Council countries comprising Bahrain, the United Arab Emirates, Saudi Arabia, Kuwait, Qatar and the Sultanate of Oman.

Assistance Provider means the **Global Emergency Assistance Company** contracted by Sukoon to provide travel assistance services to **You**.

Beneficiary means the person to whom the benefit for item shall be payable to in the event of a claim under this **Policy**.

Certificate of Insurance means the document which gives details such as, but not limited to, **Policyholder** name, Insurance Plan selected, Premiums, benefit limits, enclosed covers, extensions, exclusions and conditions.

Common Carrier means an aircraft, vehicle, train, vessel or other public transportation that is legally licensed to carry passengers in accordance with all locally applicable laws and regulations and in which the Insured Person is traveling only as a fare-paying passenger.

Country of Residence means the country of which the Covered Person is a citizen or permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Covered Person resident rights in such country).

Covered Person means a person that meets the criteria specified for a **Covered Person** in the **Certificate of Insurance** and with respect to whom Premium has been paid or agreed to be paid by the **Policyholder**.

Deductible or Excess means a sum of money **You** or the **Insured Person** may be required to contribute to the amount of any claim as stated in the **Certificate of Insurance**.

Dependent Child / Eligible Children means the **Insured Person's** unmarried children between Ages six (6) months and eighteen (18) years living with the Insured Person, or under twenty-four (24) years of age and are full-time students at an accredited institution of higher learning and primarily dependent upon the **Insured Person** for maintenance and support. This includes step and legally adopted children.

Geographical Area means territories which the **Insured Person** visit and which are covered under the terms and conditions of the **Policy**.

Hazardous Activities means sky diving, parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing or the like.

Hospital means a lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self care or rest sections unit of a hospital) which has accommodation for resident patients with organized facilities for diagnosis and major

surgery and which provides a 24 hour a day nursing by registered nurses.

Individual Insured Period means the time period corresponding to a Journey which an **Insured Person** takes and is declared to **Sukoon**. The **Individual Insured Period** must begin during the **Policy Period** and terminate on the earliest of:

- the **Policy Expiry Date**,
- the **Journey** return date,
- the date of arrival in the **Country of Residence**.

Industrial Action means any measure taken by trade unions or other organised labour meant to reduce productivity in a workplace.

Injury means a bodily injury that is caused solely and directly by external and visible means as a result of an **accident** and which does not result from a **sickness** or a **disease**.

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

Insured Event or Event means an incident which in **Our** opinion is covered by this **Policy**.

Insured Journey means any trip which:

- Commences during the period of insurance;
- Is undertaken on Your behalf for a business/leisure purpose;

- c. Is authorized and paid by **You**;
- d. Begins and ends in the **Insured Person's Country of Residence**; and does not exceed one hundred and eighty(180) days or less if covered under **Single Trip Plans** or ninety (90) days or less per trip, if covered under **Individual Annual Multi-trip Plan** or sixty (60) days or less per trip if covered under **Family Multi-trip Plan**.

Insured Person(s) whether in the singular or the plural, masculine or feminine means the person(s) who come within the description of **Insured Person** stated in the **Certificate of Insurance**, who are nominated by **You** for whom premium has been paid.

Jurisdiction: The onshore local courts of United Arab Emirates (which for the avoidance of doubt excludes Courts of DIFC/ADGM, any offshore and/or any other free zones authorities or Courts).

Loss means the act or instance of losing and / or the disappearance of something cherished and / or a measurable reduction in some substance or process.

Mechanical breakdown means any sudden, unforeseen breakdown in the **Common Carrier's** equipment that caused a delay or interruption of normal service.

Medically Necessary means medical services or supplies which: (a) are essential for diagnosis, treatment, or care of the covered loss under the applicable benefit for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; (c) could not have been

omitted without adversely affecting the insured person's condition or the quality of medical care rendered; and (d) is ordered by a Physician and performed under his or her care, prevision, or order.

Medical Treatment means a **Physician's** medical advice, treatment, consultations and prescribed or repeat maintenance medication.

Natural Disaster means any naturally occurring incident or threat thereof including but not limited to earthquake, flood, fire or epidemic, pandemic, famine, volcanic eruption or windstorm.

Necessary and Customary Charges means a charge which:

- a. Is charged for treatment, supplies or medical services Medically Necessary to treat the **Insured Person's** condition;
- b. Does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and does not include charges that would not have been made if no coverage existed.

Pandemic means an epidemic that is recognized as a pandemic by the World Health Organization (WHO) or an official government authority in your country of residence or your trip destination.

Period of Confinement means a **Hospital** confinement due to the same Injury or **Sickness** unless separated by at least ninety (90) days.

Personal Effects means spectacles, dentures, purses, wallets, cosmetics, mobile phone and other personal effects normally worn or carried on the person.

Physician means a suitably qualified legally licensed medical practitioner acting within the scope of his license. The attending Physician may not be:

- a. The **Insured Person**; nor
- b. The **Insured Person's** Relative.

Policy means this document, endorsements and **Certificate of Insurance** attached or issued with it.

Policy Effective Date means the date at which the **Policy** incepts as defined in the **Certificate of Insurance**.

Policy Expiry Date means the date after which the **Policy** is no longer valid as defined in the **Certificate of Insurance**.

Policy Period means the time from the **Policy Effective Date** to the **Policy Expiry Date** as defined in the **Certificate of Insurance**.

Pre-existing Medical Condition means an ongoing medical or dental condition for which medical care, treatment, or advice was recommended by or received from a **Physician** within a two (2) year period preceding the **Insured Policy Effective Date**, or a condition for which hospitalization or surgery was required within a five (5) year period preceding the **Insured Policy Effective Date**.

Principal Sum Insured (for Accidental Death) means the Sum Insured to be paid by **Sukoon** to the Beneficiary in the event of the **Insured Person's Accidental Death**.

Professional Sport means any sport for which an Insured Person receives any fee or monetary reward as a result of their participation.

Public Transportation means any passenger land, water or air conveyance. Transportation includes, but is not limited to buses, taxis, trains, subways and airplanes.

Riot means a violent disturbance by three (3) or more persons assembled together and acting with common intent to cause disturbance to the public peace.

Relative means the **Insured Person's spouse**, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), halfbrother, half- sister, aunt, uncle, niece or nephew of the **Insured Person**, provided such person(s) reside(s) in the **Insured Person's Country of Residence**.

Sickness or Disease means illness or disease contracted requiring treatment by a **Physician**, commencing or first manifesting itself during a **Trip** and while the **Policy** is in effect.

Spouse means the **Insured Person's** legally married husband or wife.

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

BENEFITS

Sukoon means Sukoon Insurance PJSC.

UAE means United Arab Emirates.

Sum Insured means the maximum amount afforded to each benefit according to the **Table of Benefits**.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Table of Benefits means the benefits included and as defined in the Certificate of Insurance.

We/Our/Us means Sukoon Insurance PJSC ("Sukoon"), the insurer/issuer of the **Policy**.

Terrorism means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system against any individual, property or government, or with the stated or unstated objective of pursuing economic, ethnic nationalistic, political, racial or religious interests, whether such interests are declared or not.

Terrorism shall also include any act involving the use of release or the threat thereof of any nuclear weapon or device or chemical or biological agent and also any other act which is verified or recognized by the (relevant) Government as an act of terrorism.

Trip means any **Insured Journey** during the **Insured Period**.

The coverage stated hereunder are valid only in respect of the Benefits specifically indicated in the Certificate of Insurance by the insertion of the amount of indemnity, its limitation and of the appropriate premium.

1. Accidental Death And Dismemberment Including Paralysis

If a covered Injury results in death or dismemberment of an **Insured Person** within one hundred eighty (180) days after the date of the accident, Sukoon will pay the percentage **Principal Sum Insured** applicable to such **Insured Person** in accordance with the classification of **Insured Persons** as stated in **Certificate of Insurance**.

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

Description	0% of Principal Sum Insured
Death	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%

Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
Uniplegia	25%

"Loss" with regard to:

- a. hand or foot means actual complete severance through or above the wrist or ankle joints;
- b. eye means entire and irrecoverable loss of sight;
- c. thumb and index finger means actual complete severance through or above the joint that meets the hand at the palm;
- d. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
- e. **Quadriplegia** means the complete and irreversible paralysis of both upper and both lower limbs. **Paraplegia** means the complete and irreversible paralysis of both lower limbs. **Hemiplegia** means the complete and irreversible paralysis of upper and lower limbs of the same side of the body. **Uniplegia** means the complete and irreversible paralysis of one Limb. **Limb** means an entire arm or leg.

Exposure

For the purposes of the Accidental Death and Dismemberment benefits above, a loss as described above resulting from such person being unavoidably exposed to the elements due to an Accident will be payable as if resulting from an Injury. Loss must occur within 180 days of the date of the accident.

Disappearance

We will pay the benefit for loss of life if the body of an **Insured Person** cannot be located within One Year(1) after the forced landing, stranding, sinking or wrecking of a conveyance in which such person was a passenger, or as result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the **Policy**, that such **Insured Person** shall have suffered loss of life within the meaning of the **Policy**.

1.1 Specific Exclusions

In addition to the general exclusions listed in this **Policy**, this coverage section **Accidental Death and Dismemberment Including Paralysis** shall not cover:

- a. Loss caused directly or indirectly, wholly or partly by:
 - ii. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - iii. Medical or surgical treatment except as may be necessary solely as a result of injury;
- b. Any bodily injury which shall result in hernia.

1.2 Specific Limitations

In case of Accidental Death of the Eligible Children, the Benefit Amount payable to **Insured Persons** under eighteen (18) years of age will be ten (10%) percent of the **Sum Insured** as stated in the **Certificate of Insurance**.

2. Emergency Accident & Sickness Medical Expenses Including Emergency Dental Care

Sukoon will reimburse the Insured Person, subject to any Excess, up to the **Sum Insured** stated in the **Certificate of Insurance** for Covered Medical Expenses incurred during a **Journey** for the treatment of any **Accidental Bodily Injury** or **Sickness** or **Disease** while the Policy is in effect. All expenses must be incurred within six (6) months of the **Insured Person** sustaining an **Accidental Bodily Injury, Sickness** or **Disease**.
In case of a contracted illness due to infectious disease (epidemic/ pandemic) in any country other than the country where the Trip was originated, and following a positive diagnosis, **The Company** will pay for the necessary and customary charges occurred under Emergency Medical Expenses, up to USD 25,000.

Sukoon will reimburse the **Insured Person**, subject to any Excess, up to the **Sum Insured** stated in the **Certificate of Insurance** for emergency dental treatment incurred during a **Journey** resulting from injuries sustained to sound natural teeth to restore dental function or alleviate pain provided by a registered and legally qualified dentist. Where dentistry to restore dental function or alleviate pain is required as a result of **Sickness, Disease** or **Injury** whilst on a **Journey**.

2.1 Specific Limitation

Benefits will not be provided for any Loss or expense incurred after or upon return of the **Insured Person** to his **Country of Residence**.

2.2 Specific Definitions

Covered Medical Expenses Necessary and Customary Charges means incurred during a **Journey** by the **Insured Person** for services and supplies which are recommended by an attending **Physician**. They include:

- d. The services of a **Physician**;
- e. **Hospital** confinement and use of operating room including, x ray examinations or treatments and laboratory tests;
- f. Surgery;
- g. Anaesthetics (including administration);
- h. Ambulance services;
- i. Drugs, medicines, and therapeutic services and supplies.

2.3 Specific Exclusions

Sukoon will not be liable to reimburse any **Sum Insured** for:

- a. Expenses which are not exclusively medical in nature;
- b. Any Medical expenses incurred more than six (6) months after the date of **Accidental Bodily Injury, Sickness** or **Disease**;
- c. Expenses incurred for continuing treatment, including any medication commenced prior to the commencement date of the **Journey**, which the **Insured Person** has been advised by a **Physician** to continue during the **Journey**;

- d. Expenses incurred when the **Insured Person** has travelled against the advice of a **Physician** or when the Insured Person is unfit on medical advice to undertake a **Journey**;
- e. **Pre-existing Medical Conditions**;
- f. Services, supplies, or treatment, including any period of hospital confinement, which were not recommended, approved, and certified as **Medically Necessary** by a **Physician**;
- g. Routine physicals or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a **Physician**;
- h. Elective, cosmetic, or plastic surgery, except as a result of an accident;
- i. Congenital anomalies and conditions arising out of or resulting there from;
- j. Expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails;
- k. The diagnosis and treatment of acne;
- l. Deviated septum, including sub mucous resection and/or other surgical correction thereof;
- m. Organ transplants that competent medical professionals consider experimental;

- n. Well child care including exams and immunizations;
- o. Expenses which are not exclusively medical in nature.
- p. Any expenses incurred in **Insured Person's Country of Residence**.
- q. Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing; or
- r. Treatment provided in a government hospital or services for which no charge is normally made;
- s. Mental, nervous, or emotional disorders or rest cures;

3. Emergency Medical Evacuation

If, during a **Journey**, the **Insured Person** sustains **Accidental Bodily Injury** or **Sickness** or **Disease**, and if, in the opinion of the **Assistance Provider** or its authorised representative, it is judged **Medically Necessary** to undertake **Emergency Medical Evacuation** of the **Insured Person** to another location for **Emergency Medical treatment**, or to arrange for **Repatriation of the Insured Person**, the **Assistance Provider** will arrange for the **Emergency Medical Evacuation** or **Repatriation** utilising the means best suited to do so, based on the medical severity of the **Insured Person's** condition. **We** will reimburse directly to Our **Assistance Provider** the **Covered Expenses** for such **Emergency Medical Evacuation, Emergency Medical Treatment and/or Repatriation**, but only

up to the maximum **Sum Insured** stated in the **Certificate of Insurance** and as included under the benefit 2.0.

3.1 Specific Definitions

Covered Expenses means expenses for services provided and/or arranged by the **Assistance Provider** for the transportation, medical services and medical supplies necessarily incurred as a result of an **Emergency Medical Evacuation/ Emergency Medical Treatment** or **Repatriation** of an **Insured Person**.

Emergency Medical Evacuation means the emergency transportation of the **Insured Person** from the location where the **Insured Person** suffers **Accidental Bodily Injury** or **Sickness** or **Disease** to the nearest hospital where appropriate **Emergency Medical Treatment** can be obtained.

Emergency Medical Treatment means necessary Medical Treatment of any sudden, life threatening **Accidental Bodily Injury** or **Sickness** or **Disease** of the **Insured Person** during a **Journey**, where time is of the essence.

Repatriation means the **Transfer** of the **Insured Person**, from the local hospital where **Emergency Medical Treatment** is initially given to a country nominated by **You** or **Your** representative or where no such nomination is made the **Country of Residence** or **Insured Person's** place of residence to obtain further medical treatment or to recover.

Transfer means the reasonable costs for scheduled **Common Carrier** transportation available and necessary for the **Insured Person's Repatriation**.

3.2 Specific Conditions

The means of **Emergency Medical Evacuation/ Emergency Medical Treatment** or **Repatriation** arranged by the **Assistance Provider** may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation or the final destination will be made by the **Assistance Provider** and will be based solely on the medical condition of the **Insured Person** and subject to benefit limit as stated in the **Certificate of Insurance**.

3.3 Specific Exclusion

We will not be liable for expenses incurred:

- a. For services provided by another party which the **Insured Person** is not liable to pay, or any expenses already included in the cost of a scheduled **Journey**;
- b. For services not approved and arranged by the **Assistance Provider**, except in the event that the **Insured Person**, Close Business Associate or other Travelling Companion cannot notify the **Assistance Provider** during an emergency medical situation for reasons beyond their control. In any event, **We** reserve the right to reimburse the **Insured Person** only for those **Covered Expenses** incurred for services which the **Assistance Provider** would have provided under the same circumstances, up to the

Sum Insured stated in the **Certificate of Insurance**.

4. Repatriation of Mortal Remains

If, during a **Journey**, the **Insured Person** sustains **Accidental Bodily Injury** or **Sickness** or **Disease** resulting in death, the **Assistance Provider** will arrange for the **Insured Person's Repatriation**. We will pay directly to the **Assistance Provider** the **Covered Expenses** for such **Repatriation**. In no event will our liability under this Section exceed the maximum **Sum Insured** stated in the **Certificate of Insurance**.

4.1 Specific Definition

Covered Expenses means expenses for services provided and/or arranged by the **Assistance Provider** for the **Expatriation** of an **Insured Person**. **Covered Expenses** will include, but not be limited to, expenses incurred by the **Insured Person's** estate for services rendered by a mortician or undertaker, for the cost of a casket and for the embalming and/or the reasonable funeral and related costs if the **Insured Person** is buried or cremated at the place of death.

Repatriation means the necessary arrangements for the **Transfer** of the **Insured Person's** mortal remains and/or personal effects to the **Insured Person's** place of residence or the **Insured Person's Country of Residence** in the event of the **Insured Person's** death.

Transfer means the reasonable costs for scheduled **Common Carrier** transportation available and necessary for **Repatriation**.

4.2 Specific Exclusions

We will not be liable for expenses incurred for:

- a. services provided by another party for which the **Insured Person** is not liable to pay, or any expenses already included in the cost ;
- b. the transportation of the **Insured Person's** mortal remains not approved and arranged by the **Assistance Provider**.

5. Baggage Delay

We will reimburse **You** for the expense of necessary personal effects, up to the maximum stated in the **Certificate of Insurance**, if **Your** Checked Baggage is delayed or misdirected by a **Common Carrier** for more than the Deductible shown on the **Certificate of Insurance**, from the time **You** arrive at the destination stated on **Your** ticket.

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

5.1 Specific Definition:

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

5.2 Specific Limitation:

If upon further investigation it is later determined that **Your** baggage checked with the **Common Carrier** has been lost, any amount claimed and paid to **You** under the Baggage Delay **Policy** Section will be

deducted from any payment due to **You** under the **Common Carrier** Baggage Loss or Baggage/ Personal Effects **Policy** Sections as applicable.

5.3 Specific Exclusion

In addition to the **General Exclusions** listed in this **Policy** this coverage section shall not cover any Baggage Delay expenses incurred at **Your** final home destination or **Your Country of Residence**.

6. Loss or Damage of Luggage/Personal Effects

Sukoorn will pay the **Insured Person**, subject to the maximum shown in the **Certificate of Insurance**, for the **replacement cost** of loss or damage to luggage and personal effects within the luggage during the period between the date of departure and the date of return of an **Insured Journey**. The **Luggage** and **Personal Effects** must be owned by and accompany an **Insured Person** during the course of an **Insured Journey**.

6.1 Specific Limitations

- a. The amount payable in respect of any one article shall not exceed the amount shown on the **Certificate of Insurance**;
- b. We may make payment or at our option replace or repair subject to due allowance of wear and tear and depreciation in respect of articles more than one (1) year old;
- c. Loss or damage must occur (i) while the **Luggage** or **Personal Effect** is/ are in the care, custody and control of a hotel or **Common Carrier** and proof of such loss must be obtained

in writing from the hotel management or the **Common Carrier** management and such proof must be provided to **Us**, or (ii) as the result of theft of the **Luggage** or **personal effects** from an **Insured Person** provided that such loss must be reported to the police having jurisdiction at the place of the loss no more than twenty four (24) hours from the incident. Any claim must be accompanied by written documentation from such police;

- d. An **Insured Person** must take every possible step to ensure that the luggage or personal effects are not left unattended;
- e. Benefits for **Luggage** and **Personal Effects** will be in **Excess** of any **Sum Insured paid** or payable by a **Common Carrier** or other third party responsible for the **Loss**.

6.2 Specific Extension

If an **Insured Person's** checked **Luggage/ Personal Effects** with a **Common Carrier** and delivery is delayed, coverage for **Luggage/Personal Effects** will be extended until the **Common Carrier** delivers the property.

6.3 Specific Limitation

Benefits for **Luggage** and **Personal Effects** will be in **excess** of any amount paid or payable by a **Common Carrier** or other third party responsible for the loss. An **Insured Person** reimbursement will be reduced by the deductible stated in the **Certificate of Insurance**.

6.4 Specific Exclusions

- a. The following classes of property are excluded from coverage: animals, motor vehicles (including accessories), motorcycles, boats, motors, any conveyance, snow skis, household effects, antiques, computers (including software and accessories), contact or corneal lenses, artificial teeth or limbs, **money**, securities, tickets or documents;
- b. Loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process initiated by an **Insured Person** to repair, clean or alter any property;
- c. Loss of or damage to hired or leased equipment d) Loss of or damage to property insured under any other insurance **Policy**, or otherwise reimbursed by **Common Carrier** or a hotel;
- d. Loss of an **Insured Person's** luggage left unattended in any vehicle or public place or as a result of an **Insured Person's** failure to take due care and precautions for the safeguard and security of such property;
- e. Loss of an **Insured Person's** luggage sent under any freight agreement, or items sent by postal or courierservices;
- f. Loss of business goods or samples;
- g. Loss of data recorded on tapes, cards, discs or otherwise.

- h. Damage sustained due to any process to repair, clean or alter any property;
- i. Mysterious disappearance;
- j. Breakage of brittle or fragile articles, cameras, musical instruments, radios and similar property.

7. Trip Delay

Sukoon will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Certificate of Insurance** for necessary charges for Additional Expenses if the **Insured Person's** Trip is delayed in **Excess** of the time limit stated in the **Certificate of Insurance** as a result of a **Strike, Industrial Action, Adverse Weather** and/ or **Mechanical breakdown**. Benefits are subject to the per hour maximum shown in the **Certificate of Insurance**.

7.1 Specific Definitions

Additional Expenses means any expenses for meals and lodging which were necessarily incurred and which were not provided by the **Common Carrier** or any other party free of charge.

7.2 Specific Exclusions

Sukoon will not be liable to reimburse any **Sum Insured** for any delay due to a **Strike, Industrial Action, Adverse Weather** and/ or **Mechanical breakdown** which was made public or known to the **Insured Person** before he booked his **Journey**.

8. Trip Cancellation

Sukoon will reimburse the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Certificate of Insurance** for travel and accommodation

expenses that the **Insured Person** has paid or has agreed to pay under a contract and which the **Insured Person** cannot get back, if it is necessary and unavoidable for the **Insured Person** to cancel the **Insured Journey** as a result of the following.

- a. The **Insured Person's Death, Accidental Bodily Injury or Sickness or Disease**.
- b. The death, Serious **Injury or Sickness** of a **Relative** or travelling companion whom the **Insured Person** has booked to travel.

8.1 Specific Exclusions

Sukoon will not be liable to reimburse any **Sum Insured** for:

- a. The **Insured Person** not wanting to travel;
- b. Any extra costs resulting from the **Insured Person** not informing their travel provider, as soon as the **Insured Person** knew about cancelling the **Insured Journey**;
- c. Cancelling the **Insured Journey** because of a medical condition or any illness related to a medical condition that the **Insured Person** knew about or should have known about before the start of the **Policy**. This applies to the **Insured Person**, his **Relative**, or a person the **Insured Person** is traveling with and any person the **Insured Person** was depending on for the **Insured Journey**.

- d. Circumstances known to **you** prior to the booking of the Trip which could reasonably have been expected to give rise to cancellation or Curtailment of the Trip.

9. Trip Curtailment

Sukoon will reimburse the **Insured Person** the non-refundable unused portion of travel or accommodation arrangements paid for in advance subject to any **Excess**, up to the **Sum Insured** stated in the **Certificate of Insurance**, if it is necessary and unavoidable for the **Insured Person** to cut short the **Insured Journey** and return to his **Country of Residence** as a result of the following.

- a. Unexpected death, serious **Injury** or **Sickness** happening after the commencement of the **Journey**, of a **relative** or travelling companion; or
- b. The **Insured Person's Death, Accidental Bodily Injury or Sickness or Disease**; or
- c. Any other unforeseen circumstances outside the control of **You** or of the **Insured Person**.

This benefit is extended to cover the cost of the most direct one-way economy airfare by a scheduled **Common Carrier** to return to the **Insured Person's Country of Residence** up to the **Sum Insured** stated in the **Certificate of Insurance**.

9.1 Specific Exclusions

Sukoon will not be liable to reimburse any **Sum Insured** for:

- a. Any extra costs resulting from the **Insured Person** not informing their travel provider, as soon as the **Insured Person** knew about cancelling the **Insured Journey**;
- b. Cutting short the **Insured Journey** because of a medical condition or any illness related to a medical condition that the **Insured Person** knew about or should have known about before the start of the **Policy**. This applies to the **Insured Person**, his **Relative** or a person the **Insured Person** is traveling with and any person the **Insured Person** was depending on for the **Insured Journey**;
- c. The cost of the **Insured Person's** original return trip if this has already been paid and the **Insured Person** needs to cut short the **Insured Journey**;
- d. If the **Insured Person** has to cut short the **Insured Journey** and does not return immediately to the **Country of Residence**.
- e. Circumstances known to **you** prior to the booking of the Trip which could reasonably have been expected to give rise to cancellation or Curtailment of the Trip.

10. Loss or Theft of Money

Sukoon will indemnify the **Insured Person**, subject to any **Excess**, up to the **Sum Insured** stated in the **Certificate of Insurance** for loss or theft of **Money**, or financial loss suffered as the result of fraudulent use of credit, debit or charge cards during the **Insured Journey** and that were in the **Insured Person's** care, custody and control.

10.1 Specific Definitions

Money means the **Insured Person's** personal cash, credit cards, bank cards, bank or currency notes, cheques, travellers cheques, postal or **money** orders or other negotiable instruments which belong to or are in the custody and control of an **Insured Person** and are intended for travel, meals, accommodation and personal expenditure only.

10.2 Specific Exclusions

Sukoon will not pay any claim for:

- a. Loss or theft of a credit card, charge card or debit card, which results in fraudulent use, unless the **Insured** or an **Insured Person** has complied with all the terms and conditions under which the card was issued;
- b. Shortages of **Money** due to confiscation or detention by Customs or other Officials, error, omission and depreciation in value;
- c. **Loss** recoverable under another insurance or from another source;
- d. **Loss** not reported to the police within 24 (twenty four) hours after the discovery of such loss;

- e. **Mysterious disappearance.**

10.3 Special Notification of Claim

Any **Loss** must be reported within 24 (twenty four) hours after its discovery to the police having jurisdiction at the place of the Loss. Any claim must be accompanied by official written documentation from the police.

11. Loss of Passport

We will reimburse the **Insured Person**, subject to any deductible, if **You** lose **Your** passport and incur necessary and reasonable expenses in connection with obtaining a duplicate or new passport up to the maximum stated in the **Certificate of Insurance**. The deductible, if any, shall apply to each insured event and shall be borne by **You**.

11.1 Specific Exclusions

No claims shall be paid;

- a. For loss or damage to passport due to delay or from confiscation or detention by customs, police or other authority;
- b. Theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
- c. Loss or theft of passport left unattended by **the Insured Person** unless located in a locked hotel room or apartment and an appropriate sized safety deposit box was not available.

12. Legal Fees

Sukoon will pay to the Insured or an **Insured Person** up to the **Sum Insured** stated in the **Certificate of Insurance** for **Legal Expenses** incurred by or on behalf of an **Insured Person** in pursuit of a claim

for damages and/or compensation against a third party who has caused **bodily injury** to, or death or illness of that **Insured Person** by an incident occurring during the **Insured Journey**.

12.1 Specific Conditions

Sukoon's consent to pay **Legal Expenses** must firstly be obtained in writing. This consent will be given if an **Insured Person** can satisfy Sukoon that:

- a. There are reasonable grounds for pursuing the legal proceedings and;
- b. It is reasonable for **Legal Expenses** to be provided in a particular case;
- c. The decision to grant consent will take into account the opinion of an **Insured Person's Appointed Representative** as well as that of Sukoon's own advisers. Sukoon may request, at an **Insured Person's** expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, an **Insured Person's** costs in obtaining this opinion will be covered by this insurance.
- d. All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstances, will be regarded as one claim.
- e. If an **Insured Person** is successful in any action, any **Legal Expenses** provided by Sukoon will be reimbursed to Sukoon.

12.2 Specific Definitions

- a. **Appointed Representative** – A solicitor, firm of solicitors, or any appropriately qualified person, firm or **company**, appointed to act for an **Insured Person** in accordance with the terms of this Insurance.
- b. **Legal Expenses**
 - i. Any fees, expenses and other amounts reasonably incurred by the **Appointed Representative** in connection with any claim or legal proceedings, including costs and expenses of expert witnesses as well as those incurred by Sukoon in connection with any such claim or legal proceedings.
 - ii. Any costs payable by an **Insured Person** following an award of costs by any court or tribunal and any costs payable following an out-of-court settlement made in connection with any claim or legal proceedings.
 - iii. Any fees, expenses and other amounts reasonably incurred by the **Appointed Representative** in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.

12.3 Specific Exclusions

Sukoon will not be liable for any:

- a. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against the **Insured Person**;
- b. Fines or other penalties imposed by a court of criminal jurisdiction;

- c. **Legal Expenses** incurred in connection with any criminal act deliberately or intentionally committed by the **Insured Person**;
- d. **Legal Expenses** incurred in pursuing any claim against any travel agent, tour operator, insurer or their agents;
- e. Claim or circumstance notified more than two (2) years after the incident from which the cause of action arose;
- f. **Legal Expenses** incurred by an **Insured Person** making a claim against the Insured, **Sukoon** or any organisation or person involved in arranging this insurance.

13. Hijack And Detention Hijack

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on an **Insured Journey**, the **Insured Person** is forcibly **Detained** for more than twelve (12) hours as a direct result of a Hijack, **We** will pay the **Policyholder** the daily amount shown on the **Certificate of Insurance**. **We** will continue to pay the **Policyholder** the daily amount shown on the **Certificate of Insurance**, for each twenty-four (24) hour period of continued **Detention** thereafter, up to the maximum amount and period shown on the **Certificate of Insurance**.

Detention

If during the **Period of Insurance** and whilst the person is a **Covered Person** and on a **Insured Journey**, the **Insured Person** is **Detained**, by any government, state or other lawful authority for any reason, **We** will pay the daily amount shown on the **Certificate of Insurance**, for each twenty-four (24) hour period of

continued **Detention** up to the maximum amount and period shown on the **Certificate of Insurance**.

13.1 Specific Definitions

- a. **Detention/Detained** means restraint by way of custody or confinement against the **Covered Person's** will.
- b. **Hijack** means the seizing of control of a Conveyance on which the **Insured Person** is a passenger.

13.2 Specific Exclusion

We shall not be liable for any **Detention** attributable to the **Insured Person** breaking the law of any country or state.

14. Personal Liability

If a claim is made or a suit is brought against an **Insured Person** for accidental loss or damage to the property of any person or **bodily injury**, **Sickness** or **Disease** of any person during the course of an **Insured Journey**, **Sukoon** will indemnify an **Insured Person** for any legal liability up to the amount stated in the **Certificate of Insurance**.

14.1 Specific Limitations

- a. No admission of liability, offer, promise or payment will be made without the written consent of **Sukoon**;
- b. **Sukoon** will, if it considers necessary, take over and conduct the defence or settlement of any claim against an **Insured Person** and for that purpose can use the **Insured Person's** name. **Sukoon** can conduct the defence however it sees fit. **Sukoon** can prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other persons;

- c. The **Insured Person** will give **Sukoon** full assistance in defending or prosecuting any claim and will provide **Sukoon** with any information and documents available to him;

- d. **Sukoon** right to defend the **Insured Person** will terminate when the applicable **Sum Insured** has been reached. All damages and settlements and legal costs and expenses are part of and not in addition to the **Sum Insured** stated in the **Certificate of Insurance**.

14.2 Specific Exclusions

Sukoon will not pay for any liability which is the result of:

- a. **Bodily Injury** to, or **Sickness** or **Disease** of, any person who is under a contract of employment, service or apprenticeship with the **Insured** or an **Insured Person** when injury results from their employment by the **Insured** or an **Insured Person**;
- b. Liability arising directly or indirectly by or through, or in connection with, any mechanically propelled vehicle, aircraft or watercraft;
- c. Liability arising directly or indirectly by or through or in connection with:
 1. The ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence
 2. Any wilful, malicious or unlawful act;

3. The carrying on of any trade, business or profession;
4. Any racing activity;
5. Accidental loss or damage to property belonging to, held in trust by, or in the custody or control of the **Insured** or an **Insured Person** or any of their **Employees** or any member of an **Insured Person's** family or household;
6. Liability attaching to the **Insured** or an **Insured Person** under an express term of any contract, unless liability would attach to any **Insured Person** whether the express term existed or not;
7. Liability for which payment should be more specifically claimed under any other contract of insurance in the name of the **Insured** or an **Insured Person**;
8. Any claim where an **Insured Person** is insane or which results from an **Insured Person** being under the influence of or affected by drugs (other than drugs taken under the direction of a Medical Practitioner) alcohol, or solvents;
9. Any claim resulting from venereal **disease**, sexually transmitted **diseases**, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.

15. Bail Bond

We will pay **Bail Bond** costs an **Insured Person** incurs during the course of an **Insured Journey**, as a result of false arrest or wrongful detention by any Government

or Foreign Power up to the amount stated in the **Certificate of Insurance**.

16. Missed Departure / Missed Connection

If You missed **Your** departure or connection due to an Insured Event, **We** will reimburse reasonable additional accommodation (room only) and travel expenses necessarily incurred, during the **Insured Journey** to reach the destination or return to Country of Residence, subject to the maximum shown in the **Certificate of Insurance**.

16.1 Insured Event

We will pay the amount mentioned in the **Certificate of Insurance** as a consequence of:

- a. Scheduled Public Transport services failing to get **You** to **Your** destination in time due to **Strike, Industrial Action, Adverse Weather conditions** or **Mechanical Breakdown** or;
- b. The private motor vehicle in which **You** are travelling suffers from an **Accident** or **Mechanical Breakdown** which causes the **Insured Person** to arrive at the international rail terminal, port or airport too late to board the international train, sea vessel or aircraft upon which the **Insured Person** has been booked to travel on the initial outward or initial return leg of the Journey.

16.2 Specific Condition Relating To Claims

In the event of a claim arising from any delay, You must obtain written confirmation from the carriers (or their handling agents) or emergency breakdown services

of the location, reason for and duration of the delay. **You** must allow sufficient time for the Public Transport or other transport to arrive on a schedule and to deliver **You** to the departure time.

16.3 Specific Exclusions

In addition to the General Exclusions listed in this **Policy** this coverage section shall not cover:

- a. Expenses that **You** would have incurred during the normal course of **Your** trip;
- b. Circumstances already known at the time of taking out this insurance or booking the trip;
- c. **Your** failure to allow sufficient time to get to the departure point;
- d. Claims not supported by a written report from the appropriate authorities.

17. Home Protection

If the loss occurs during an **Insured Journey** whilst this **Policy** is in effect, **We** will cover the damages, disappearance or destruction of furniture, clothes, electrical and stereo equipment due to burglary at your residence during the **Insured Journey up to 90 days** from the date of departure subject to the maximum Sum Insured shown in the **Certificate of Insurance**.

17.1 Specific Definitions

Lost or Stolen means having been inadvertently lost or having been stolen by a third party without **Your** assistance, consent or co-operation.

Residence means the place that is shown as the “insured risk location address” on the **Certificate of Insurance**.

Burglary means the taking of **Your** property by a person or persons who illegally entered the premises using force or violence of which there shall be visible signs of entry.

Replacement cost means the amount it would cost to replace an item at current prices.

17.2 Specific Exclusions

In addition to the General Exclusions listed in this **Policy** this coverage section shall not cover:

- a. Losses that occurred when **Your** insured trip is longer than 90 days;
- b. Losses to personal effects You have carried with You during the insured trip;
- c. Losses that are due to events other than **burglary**, including but not limited to fire, smoke, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or other acts of god;
- d. Losses that do not occur within the **Policy** period;
- e. Losses that **You** have intentionally caused;
- f. Losses that result from the direct actions of a **relative**, or actions that a **relative** knew of or planned;
- g. Losses due to the order of any government, public authority, or customers’ officials.

17.3 Specific Conditions

- a. For a covered trip, the coverage commences when **You** leave **Your** place of residence to commence the trip and will terminate with whichever of the following occurs first: the time of return to **Your** place of residence on completion of **Your** trip or the expiry of the **Policy**;
- b. Electrical and stereo equipment includes TVs, CD/DVD players, stereo sets, computers, and refrigerators;
- c. **You** must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim;
- d. In no event will **We** pay more than the replacement cost of the covered item;
- e. Excess of Other Insurance Coverage provided by this **Policy** are EXCESS; this means that if at the time of occurrence, **You** have other valid and collectible insurance - such as but not limited to homeowner’s or renter’s insurance - this **Policy** will only cover that amount not covered by such other insurance, up to the limits of the specific coverage. If the event is covered by more than one of the **Policy** coverages, **We** will only pay the amount from the coverage under which **You** first filed the claim.
- f. **You** must use all reasonable means to avoid future loss at and after the time of loss.

18. Global Emergency Assistance Services

Global emergency assistance will offer the following emergency assistance services, to eligible **Insured's** subject to terms and conditions of the **Policy**:

- a. a. Medical Evacuation: When an adequate medical facility is not available proximate to where the **Insured** is located, as determined by **Assistance Provider, physician** and the consulting physician, **Assistance Provider** will arrange an emergency evacuation, with medical supervision, by an appropriate means to the nearest medical facility capable of providing the required care.
- b. Medical Repatriation: When medically necessary, as determined by **Assistance Provider, Physician** and the consulting physician, **Repatriation** under medical supervision to the **Insured's** legal residence at such time as the **Insured** is medically cleared for travel via commercial carrier, provided the **Repatriation** can be accomplished without compromising the **Insured's** condition. If the time period to receive medical clearance to travel by **Common Carrier** exceeds fourteen days from the date of discharge from the hospital, an appropriate mode of transportation may be arranged, such as an air ambulance. Medical or non-medical escorts may be provided as necessary. Whenever an **Insured's** original means of returning home cannot be exercised due to the medical incident, **Assistance Provider** will repatriate the **Insured**.
- c. Critical Care Monitoring: Monitoring of eligible **Insured's** condition by medical personnel who will;
- i. Stay in regular communication with the attending physician and/or hospital and;
- ii. Relay necessary and legally permissible information to family members.
- d. Transportation to Join Patient: Provide a designated family member or personal friend with an economy, round-trip, **Common Carrier** transportation to the major airport closest to the place of hospitalization, provided the **Insured** is travelling alone and is projected to be hospitalized for more than seven consecutive days. At an **Insured's** request, **Assistance Provider** will provide assistance with arrangements for the family member or the friend's accommodations
- e. Prescription transfer or replacement: **Assistance Provider** will aid in transferring and/or replacing a prescription when possible and legally permissible, upon authorization of the **Insured's** attending Physician. **Insured** is responsible for the cost of the prescription.
- f. Care and/or Transportation of Minor Children: When a minor child(ren) is left unattended as the result of a **Insured's** medical situation, **Assistance Provider** will provide the child with transportation to home or to the home of a person designated by the **Insured** living in the same country as the **Insured** and child. If appropriate, an

attendant will escort the child.

- g. Emergency Message Transmission: **Assistance Provider** will receive and transmit emergency messages to/from **Country of Residence**.
- h. Return of Mortal Remains: In the event of an **Insured's** death, **Assistance Provider** will arrange and pay for the return of mortal remains. **Assistance Provider** will render any assistance necessary in the transport including locating a local, licensed funeral home, mortuary or direct disposition facility to prepare the body for transport, completing all documentation, obtaining all legal clearances, procuring consular services (for death overseas), providing death certificates, purchasing the minimally necessary casket or air transport container, as well as transporting the remains, including retrieval from site of death and delivery to receiving funeral home.
- i. Direct Billing in case of Hospitalization: When deemed medically appropriate, **Assistance Provider** will arrange for direct billing with medical service provider up to the amount allowed in the **Policy** for the payment of medical expenses.

18.1 Specific Exclusions From Emergency Assistance Services

- a. **Assistance Provider** will not provide any of the above services, described in **Section 18.0** to an **Eligible Insured**:

- i. If the **Eligible Insured** undertook travel for the purpose of securing medical treatment;
 - ii. If injuries are sustained as a result of participation in acts of war or insurrections or any similar act;
 - iii. If injuries are incurred while participating in criminal activity or as a result of the unlawful consumption of drugs;
 - iv. If injuries are sustained as a result of attempted suicide;
 - v. If the **Eligible Insured** is transferred, or to be transferred, from one medical facility to another of similar capabilities and providing similar level of care.
- b. **Assistance Provider** will not evacuate or repatriate an **Eligible Insured**, if the **Eligible Insured** has:
 - i. No medical authorization;
 - ii. Mild lesions, simple injuries such as sprains, simple fractures, or mild **sicknesses** which can be treated by local doctors and do not prevent the **Eligible Insured** from continuing the **Journey** and/or returning home;
 - iii. An advanced pregnancy beyond six months in term;
 - iv. A mental or nervous disorder, unless hospitalized.

GENERAL EXCLUSIONS

The **Policy** will not cover any Loss, damage or legal liability arising directly or indirectly from:

1. Any Pre-existing Condition, any complication arising from it; or
2. Suicide, attempted suicide (whether sane or insane) or intentionally self inflicted Injury or illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune- deficiency Virus (HIV) infection; or
3. Serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event **We**, upon written notification by the **Policyholder**, shall return the pro rata premium for any such **Insured Period** of service under the circumstances described in a Hazard; or
4. Being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
5. Participation in an actual or attempted felony, riot, crime, misdemeanour, (excluding traffic violations) or civil commotion; or
6. Any Loss sustained while flying in any aircraft or device for aerial navigation except as a passenger; exclusions include, but are not limited to, pilot, operator, crew members or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft;
7. War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
8. Any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If Sukoon alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured; or
9. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
10. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
11. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
12. Self exposure to needless peril (except in an attempt to save human life); or
13. Congenital anomalies or any complications or conditions arising there from; or
14. Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sport, any bodily contact sport or any other hazardous or potentially dangerous sport for which **You** are trained or untrained; or
15. Any Loss sustained while the **Insured Person** is participating in any Professional Sports or school sports
16. Any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
17. For any loss of which a contributing cause was **Your** actual or attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest; or
18. Services, supplies, or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician; or
19. Routine physicals or other examinations where there are no objective indications of impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician; or
20. Elective, cosmetic, or plastic surgery, except as a result of an Injury caused by a covered Accident while **Our Policy** is in force; or
21. Dental care, except as a result of Injury caused by **Accident** to sound natural teeth while this **Policy** is in effect; or
22. Expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails; or
23. The diagnosis and treatment of acne; or
24. Deviated septum, including sub mucous resection and/ or other surgical correction thereof; or
25. Organ transplants that are considered experimental in nature; or

GENERAL PROVISIONS

26. Well child care including exams and immunizations; or
27. Expenses which are not exclusively medical in nature; or
28. Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or no Sickness cover has caused impairment of vision or hearing; or
29. Treatment provided in a government Hospital or services for which no charge is normally made; or mental, nervous, or emotional disorders or rest cures; or
30. Pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; or
31. Medical expenses covered under any workers' compensation or similar **Policy**; or
32. Medical expenses incurred as the result of alcohol and/ or drug abuse, addiction or overdose; or Therapeutic services unless conclusive scientific evidence proves, that it improves health; or
33. A fractured bone, if Osteoporosis or Pathological Fracture was diagnosed prior to the **Policy Effective Date**; or
34. Bacterial infections except pyogenic infections which are caused by an accidental wound; or
35. This **Policy** will not cover any loss, injury, damage or legal liability sustained directly or indirectly by: Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons; or
36. Circumstances known to you prior to the booking of the Trip which could reasonably have been expected to give rise to cancellation or Curtailment of the Trip.
37. Travel in, to, or through to any country not included in the **Policy**; or
38. Failure to obtain the required visa; or
39. Any costs incurred due to fluctuation in exchange rates; or
40. Cancellation due to travel restrictions as a direct result of the World Health Organisation declaring a pandemic/ epidemic or any cancellation of the flight route by the carrier or any government; or
41. Cancellation where You have not had a positive diagnosis, but when you have been asked to isolate for any reason cancellation where You have not had a positive diagnosis, but when you have been asked to isolate for any reason.

1. Entire Contract

This **Policy**, together with the **Certificate of Insurance** as well as any riders and endorsements hereto, constitutes the entire contract of insurance. No change in this **Policy** shall be valid until approved by **Our** authorized officer and such approval is endorsed hereon. No agent has the authority to change this **Policy** or to waive any of the provisions of this **Policy**.

2. Consideration

This **Policy** is issued in consideration of the premium being paid in advance.

3. Policy Period

This **Policy** takes effect on the **Policy Effective Date** stated on the **Certificate of Insurance**. After taking effect this **Policy** continues in effect until the **Date of Expiry**.

4. Renewal Conditions

The **Annual Multi-trip Policy** may be renewed with **Our** consent by the payment in advance of the total premium specified by **Us**, which premium shall be at **Our** premium rate in force at the time of renewal. **We**, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this **Policy** shall terminate at the expiration of the period for which premium has been paid.

5. Transferring the Policy

We will not accept or be affected by notice of any trust or transfer or other dealing with, or relating to, this **Policy** but **Your** receipt on behalf of Yourself or any **Insured Person** shall in all cases be an effective discharge to **Us**.

6. Cancellation

The travel **Policy** you have purchased can only be cancelled at the sole discretion of **Sukoon**.

7. Claims Notification

It is a condition precedent to **Our** liability hereunder that written notice of claim must be given to **Us** immediately after the occurrence or commencement of any loss that may be covered by the **Policy** and in any event within thirtyone (31) days thereafter.

8. Claim Forms

We, upon receipt of a notice of claim, will furnish **You** such forms, as **We** usually require for filing proofs of loss.

9. Filing Claim Forms

Completed claim forms and written proof of Loss must be furnished to **Sukoon** within sixty (60) days after the date of such Loss. Failure to furnish such proof within sixty (60) days shall not invalidate nor reduce any claim if it was not possible to give proof within such time. However, in no event will any claim be honoured if proof of Loss is not received within one (1) year from the date of Loss.

10. Medical Examination

We, at **Our** own expense, shall have the right and opportunity to examine the **Insured Person(s)** when and as often as **We** may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make a post mortem examination in case of death where it is not forbidden by law. It is further

explicitly stated that the **Insured Person** undergoing such medical examination is a condition precedent to Our assuming liability under the **Policy**.

11. Time of Payment

Benefits payable under this **Policy** for any loss other than loss for which this **Policy** provides any periodic payment will be paid within a reasonable time upon receipt of due written evidence of such loss.

12. Payment of Claims

If **We** pay a claim under this **Policy** and **You** accept the payment, **We** will not have to make any further payments for the same claim. All payments made by us in good faith will discharge us to the extent of such payment. Any payment for **Accidental Death** becoming due hereunder shall be payable to the legal **Beneficiary**.

13. Interest on the Benefit We Pay
We will not pay interest on any benefit **We** pay.

14. Legal Actions

No action at law or in equity shall be brought to recover on this **Policy** prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this **Policy**. If no proof of loss has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this **Policy**.

If **We** disclaim liability to **You** or any **Insured Person** for any claim, and if **You** do not notify **Us** within one (1) year from the date

of receipt of the notice of such disclaimer that **You** do not accept such disclaimer and intend to recover this claim from **Us**, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this **Policy**.

15. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this **Policy** shall invalidate all claims hereunder.

16. Fraudulent and/or Dishonest and/or Deceitful Claim(s)

We shall not be liable to make any payment under this **Policy** in respect of any claim(s) if such claim(s) is in any manner fraudulent, dishonest or deceitful or supported by any fraudulent, dishonest or deceitful means or device(s) whether by **You** or any other person acting on **Your** behalf or with **Your** authority.

17. Conditions Precedent to Liability

For the avoidance of doubt, **Your** compliance with the terms and conditions of this **Policy** in so far as these relate to anything to be done by **You** or on **Your** behalf is a condition precedent to **Our** liability hereunder.

18. Governing Laws & Jurisdiction

This **Policy** shall be governed by the federal laws of United Arab Emirates (which for the avoidance of doubt excludes the laws of the DIFC or the ADGM or of any offshore and/or any other free zone authorities). A dispute between the Insurer and the **Policyholder** regarding any aspect of this **Policy** will be submitted to the exclusive jurisdiction of the courts of the United Arab Emirates.

19. Other Insurance

If at the time of a claim there is another insurance **Policy** or other contract in **Your** name which covers the **Insured Person** for the same expense or loss, **We** will only pay **Our** share of the claim. This does not apply to, **Accidental Death, Dismemberment** which **We** will pay in full, subject to other provisions of this **Policy**.

20. Other Interest

The **Insured Person** or the **Insured Person's** personal representatives cannot claim from or sue **Us**. If more than one person or **Company** has an interest in the **Insured Person**, **We** will pay a benefit only once.

21. Designation or Change of Beneficiary

The right of designation or change of Beneficiary is reserved to the **Insured Person**. No designation or change of **Beneficiary** under the **Policy** shall be binding upon the custodian of Beneficiary records. **Sukoon** assumes no responsibility for the validity of such designation or change of **Beneficiary**. Consent of **Beneficiary**, if any, shall not be requisite to change of **Beneficiary** or to any other changes in this **Policy**.

22. Reasonable Care and Assistance

You and each **Insured Person** must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage. **You** and they must also make every effort to get back any property which has been lost. In addition, **You** must assist and **You** must ensure that the **Insured Person** assists **Us** in any manner **We** may reasonably require in relation to the investigation or settlement of a claim or the preservation or

enforcement of any rights of subrogation to which **We** may be entitled.

23. Change in Premium Rates at Policy Anniversary Date

With regards to Annual Multi-trip travel Insurance **Policy**, **Sukoon** may change the premium rates at the **Policy** renewal date.

24. Sanction

Sukoon shall not provide cover and **Sukoon** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Sukoon** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, United Arab Emirates and / or all other jurisdictions where the **Sukoon** transacts its business.

25. Anti-Money Laundering and Combating Terrorist Financing

Sukoon is in compliance with Anti-Money Laundering & Combating Terrorist Financing laws (UAE Federal Law No. 4, 2002 -Criminalization of Money Laundering, UAE Federal Law No. 1, 2004 - Combating Terrorism Offences, Federal Decree No. 20 of 2018 on Anti-Money Laundering & Combating the Financing of Terrorism & Illegal Organizations and Insurance Authority Decision No.10 of 2019 - Anti-Money Laundering & Combating the Financing of Terrorism & Illegal Organizations.

26. Not in Lieu of Worker's Compensation

This **Policy** is not in lieu of and does not affect any requirement for coverage by Worker's Compensation Insurance.

27. Language

A copy of the Arabic terms and conditions is available upon request. In case of differences over the interpretation of the **Policy**, the Arabic text shall prevail.

28. Taxes

A. Premium Payments

For avoidance of doubt, all premium amounts mentioned herein are exclusive of Value added tax (VAT). VAT and any other taxes currently applicable or which will be applicable in connection with this insurance policy shall solely be borne by the Insured/ Policyholder. The Insured/Policyholder hereby agrees to pay to the Insurer the applicable VAT/any other taxes paid by the Insurer, on the Insured/ Policyholder's behalf, within 15 working days of receiving the invoice failing which the Insured/ Policyholder shall be considered to be in material breach of the Policy's terms and conditions and, the Insurer shall be within its right to invoke legal remedies available to the Insurer including to terminate the policy and/or offsetting such VAT or other tax amounts from any other amount which the Insured/Policyholder is to receive from the Insurer without the need to obtain any further consent from the insured/ policyholder and/or any court judgment/ order. The Insured hereby unconditionally accepts to the same.

In the event that VAT/any other tax treatment as assessed by relevant tax authorities is different from that assigned by the Insurer on our tax invoice/invoice to you and/or the invoice generated/ computed by the Insurer is incorrect/, the Insured/ Policyholder hereby agrees to pay immediately and on demand the differential balance of any VAT/tax to the Insurer.

B. Claim settlements - where Sukoon agrees to pay the policyholder

When Sukoon pays a claim, your VAT registration status will determine the amount we pay you.

When you are:

1. Not registered for VAT, the amount we pay, will be the sum insured/limit of indemnity or any other limits of insurance cover, including VAT;
2. Registered for VAT, the amount we will pay will be the sum insured/ limit of indemnity or any other limits of insurance cover and where you are liable to pay an amount of VAT in respect of an acquisition relevant to your claim, we will pay the VAT amount. However we will reduce the VAT amount we pay for by the amount of any input tax credits to which you are or would be entitled to if you had made the relevant acquisition. In such instances the input tax credit would be claimable by you upon filing of your VAT return.

All policyholders making a claim with Sukoon must declare their VAT registration status.

Any VAT liability arising from your incorrect declaration is and will be payable by you (the policyholder). Where the settlement amount of your claim is less than the sum insured/ limit of indemnity or any other limits of insurance cover, we will only pay an amount of VAT (less any entitlement to an input tax credit) applicable to the settlement amount.

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