

# Heritage

Insurance Company

A member of the  LIBERTY Group

## **OVERSEAS TRAVEL INSURANCE POLICY FOR AMEX CARD HOLDERS**

Whereas Equity Bank Kenya Ltd (herein called "the Bank") by a duly signed agreement which shall form the basis of this contract has applied to The Heritage Insurance Company Kenya Ltd (herein called "the Company") for the Insurance hereinafter contained on behalf of the Bank's customers (herein called Cardholders) and has paid or agreed to pay the Premium as consideration for such Insurance.

### **IMPORTANT POINTS**

This policy should be read carefully. It gives full details of what is and is not covered and the conditions and exclusions of the cover. Failure to comply with them will prejudice an Insured's claim.

This Policy consists of Sections and provides the Insured Person with insurance cover under these sections that have been selected by the Bank in their application for this insurance and are shown in the schedule of compensation.

All cover is subject to the Bank paying or agreeing to pay the required premium, and is subject to all Terms, Conditions, Endorsements, Terminations and Exclusions for the Policy including the Schedule of Compensation.

This Policy does not apply to events that occur after 45 consecutive days of an insured Person's Insured Journey, Unless the Company has agreed in writing to extend cover beyond this period.

### **YOUR DUTY TO DISCLOSE**

#### **What the Bank must tell the Company**

When answering the Company's questions, the Bank must be honest and have a duty under law to tell us everything known to the Bank which a reasonable person in the circumstances would include in answer to the question. The Company will use the answers in deciding whether to insure the Bank and anyone else to be insured under the Policy, and on what Terms.

### **Who needs to tell the Company**

It is important that the Bank understands it is answering the Company's questions in this way for itself and anyone else whom the Bank wants to be covered under the Policy.

### **If the Bank does not tell the Company**

If the Bank does not answer the company's questions in this way, the Company may reduce or refuse to pay a claim, or cancel a Policy. If the Bank answers the Company's questions fraudulently, the Company may refuse to pay a claim and treat the Policy as null and void.

### **HEALTH CONDITIONS**

1. **Nature of coverage:** This policy is not a general health insurance policy. Coverage is intended for use by the insured in the event of a sudden an unexpected sickness or accident arising when the Insured is outside of his Home Country.
2. **Pre-existing Exclusion:** This Policy does not cover claims for any medical services arising from a Pre-existing Medical condition as defined in this document.
3. **General Health Exclusion:** No claims under this policy will be paid where the Insured;
  - a) Is travelling against the advice of a Physician; or
  - b) Is receiving, or on a waiting list for treatment, or awaiting the results of medical tests or investigations for medical treatment declared by a Physician; or
  - c) Is travelling for the purpose of obtaining treatment or
  - d) Has received a terminal prognosis for a medical condition.

### **SPECIALTY ASSIST**

SPECIALTY ASSIST provides Assistance and claims administration services on behalf of The Company.

### **What to do in the event of a Medical Emergency**

**SPECIALTY ASSIST MUST** be contacted immediately, in the event of an Insured dying, incurring medical expenses, being involved in an accident, or being admitted to hospital. The Company will not be liable for any costs without the express prior approval of **SPECIALTY ASSIST**.

For non-emergency claims **SPECIALTY CLAIMS** should be contacted upon return to the Insured's Home Country and a claim form obtained. This document, together with invoices, travel documents and any other relevant details must be sent to **SPECIALTY CLAIMS**.

Please note that if medical treatment has been received, medical certificates showing the nature of the injury or illness together with all bills, and receipt if already paid, should also be attached and returned to SPECIALTY CLAIMS within 31 days of the Insured's return to his Home Country. SPECIALTY ASSIST will provide a complete medical Assistance service to the Insured. Operating 24 hours a day, 365 days a year, SPECIALTY ASSIST provides effective medical Assistance for the Insured anywhere in the world and can be accessed by telephone or fax:

**Contact Details**

For Assistance worldwide contact:

**SPECIALTY ASSIST**

**London, UK**

Tel: (24 HR) +44 (0) 20 7902 7405

Fax: (24HR) +44 (0) 20 7928 4748

E-mail: (24HR) Assist@specialty-group.com

[www.specialty-group.com](http://www.specialty-group.com)

For Assistance in the Americas, contact:

**SPECIALTY ASSIST**

**Philadelphia, USA**

Tel: +1215 489 3785

Fax: +1215 489 8525

For Assistance in Africa, contact:

**SPECIALTY ASSIST**

**Johannesburg, South Africa**

Tel: +27 10 209 8300

Fax: +27 10 209 8405

For Assistance in Asia Pacific, contact:

**SPECIALTY ASSIST**

**Bangkok, Thailand**

Tel: +662 645 3932

Fax: +662 645 3732

For Assistance in Europe, contact:

**Save Assistance**

Tel: + 33 1 30 62 11 22

Fax: + 33 1 30 62 11 21

Email: [ops@saveassistance.com](mailto:ops@saveassistance.com)

In the case of emergency, the Insured may reverse charge the cost of the phone call to **SPECIALTY ASSIST**.

<b>SCHEDULE OF BENEFITS - GOLD CARD</b>		
<b>Benefits</b>	<b>Limit - USD</b>	<b>Excess in USD</b>
<b>Travel Assistance</b>	Service Only	Nil
<b>Medical expenses(Including medical Repatriation before &amp; after hospitalization)</b>	\$100,000	100
<b>Emergency visit (Hotel accommodation and air ticket)</b>	Per day per person: \$150 up to \$1,500 for maximum 5 days	Nil
<b>Medical Expenses dental (Emergency)</b>	Per person per trip: \$200	Nil
<b>Repatriation</b>	US\$ 15,000	Nil
<b>Local burial (abroad)</b>	Cost limited to \$1,000	Nil
<b>Dispatch of Essential medicine</b>	Actual cost for dispatch only	Nil
<b>Personal possessions</b>	\$1,000	50
<b>Single article limit</b>	\$500	50

<b>Valuable limit</b>	\$500	50
<b>Cancellation &amp; curtailment</b>	Costs limited to \$1,500	100
<b>Flight Delay</b>	\$200 (\$50 Every 12Hrs)	Nil
<b>Luggage delay</b>	\$150 (to replace essential items)	6 HRS
<b>Loss of luggage</b>	\$1,500	100
<b>Loss of passport</b>	\$350	Nil
<b>Advance legal assistance</b>	Per person per trip: \$600	Nil
<b>Advance of bail bond</b>	Per person per trip: \$2,000	Nil
<b>Travel Accident</b>		
<b>Death</b>	\$175,000	Nil
<b>Loss of sight or loss of limbs</b>	\$50,000	Nil
<b>Permanent total disablement</b>	\$150,000	Nil

<b>SCHEDULE OF BENEFITS - GREEN CARD</b>		
<b>Benefits</b>	<b>Limit-USD</b>	<b>Excess in USD</b>
<b>Medical expenses(Including medical Repatriation before &amp; after hospitalization)</b>	\$50,000	50
<b>Repatriation</b>	\$7,500	Nil
<b>Local burial (abroad)</b>	Cost Limited to \$ 500	Nil
<b>Personal possessions</b>	\$500	25
<b>Single article limit</b>	\$250	25
<b>Valuable Limit</b>	\$250	25
<b>Cancellation &amp; curtailment</b>	Cost limited to \$750	50
<b>Flight Delay</b>	\$100 (\$750 Every 12Hrs)	Nil
<b>Luggage Delay</b>	\$75(to replace essential items)	12 HRS

<b>Loss of Luggage</b>	\$750	50
<b>Travel Accident</b>		
<b>Death</b>	\$87,500	Nil
<b>Loss of sight or loss of limbs</b>	\$25,000	nil
<b>Permanent total disablement</b>	\$75,000	

### **PERIOD OF INSURANCE**

This policy does not apply to events that occur after the expiration date shown on the insurance certificate/ policy, or if the Insured Person returns from his Insured Journey before this date, or on the date he returns to the Point of Departure. This Policy cannot be cancelled once an Insured Journey has commenced or after the expiry date of the Insured Journey. Except for Cancellation Insurance, cover will commence when the Insured Person leaves the Point of Departure and will automatically cease when he returns to the Point of Departure unless otherwise agreed to by the Company in writing.

### **PREMIUM PAYMENT**

The Insured Person is liable for the premium and the premium is payable in advance and the Company shall not be liable for any claim arising under this policy that occurs prior to receipt of the premium. The Company shall not be obliged to accept premium tendered to it or to any intermediary after such date, but may do so upon such terms as it in its sole discretion may determine. The Company reserves the right to ask for proof of payment of premium at any time. Such proof must be to the Company's satisfaction.

### **MAXIMUM AMOUNT PAYABLE:**

1. No Insured Person shall be entitled to recover a benefit exceeding 100% of the sum for an Insured Event as reflected in the Schedule of Benefits.
2. If two or more travel policies issued by the Company or any other member of The Heritage Insurance Company apply to the same claim, the maximum amount payable by The Heritage Insurance Company under all such policies shall not exceed the limit of liability of whichever of such policies has the highest applicable limit of liability. Nothing contained herein shall be construed to increase the limit of liability of the policy.

3. The maximum amount payable in the event of death or Permanent Total disablement of a child will be 20% of the Benefits, or in respect of death that amount which is legislated at the Date of Loss, whichever is lesser.

### **CANCELLATION/TERMINATION**

#### **Cancellation:**

1. Provided that no claims have been initiated the Insured Person may cancel this Policy at any time by giving the Company written notice 15 days prior to his/her intended date of departure.
2. This Policy may be cancelled by the Company giving 15 days written notice if the Insured Person has been in breach of any of its Terms, Conditions, Endorsements, Terminations and Exclusions in which case the Company will refund a pro rata premium for the unexpired policy period.
3. The Company may cancel this Policy by sending the Insured Person notice in writing to his last known address. If the Premium is paid annually in advance and the Policy is cancelled other than at the anniversary date, the Company will refund a pro rata premium provided that no claims have been initiated.

#### **Termination**

This policy will terminate on the earliest of the following dates:

1. On the date the Policy is cancelled: or
2. The date of the Insured Person's return to the Point of Departure in Kenya: or
3. The date that the Insured Person reaches the maximum age for the cover selected.

This Policy will terminate on the expiry date appearing on the insurance certificate unless there is an automatic extension as described under the general conditions applying to this Policy.

### **DEFINITIONS**

In this Policy the following definitions apply:

**Accident** means a sudden unexpected and specific event which occurs at an identifiable time and place, resulting in Injury.

**Accumulation Limit** means the maximum liability of the Company in respect of anyone Accident or number of Accidents arising from one source or cause during an Insured Journey.

**Aids/HIV** For the purpose of this definition, the term “Acquired Immune Deficiency Syndrome” shall have the meaning assigned to it by the World Health Organization. It shall include but not be limited to pneumonia caused by pneumocystis carini, the organism of chronic enteritis virus and or disseminated fungal infections. It shall also include but not be limited to Kaposi ’s sarcoma, lymphoma of the central nervous system and or other malignancies now known or which may become known as immediate causes of death in the presence of Acquired Immune Deficiency Syndrome. “Acquired Immune Deficiency Syndrome” shall include H.I.V. (Human Immune Deficiency Virus), encephalathy (dementia) or H.I.V. wasting syndrome.

**Any One Life Limit** means the maximum liability of the Company to any one Insured Person in respect of any one Accident or Illness or series of Accidents or Illnesses arising from one source or cause.

**Beneficiary** means the person or persons nominated by the Insured Person.

**Business Associate** means a partner, director or employee of the Insured Person, under the age of 71 years.

**Children** means the Insured Person’s dependent children who are not in full-time employment and who are between the ages of 6 months and 19 years (or under the age of 25 years provided they are in full-time education), unmarried, not pregnant, without children and primarily dependent on the Insured Person for maintenance and support.

**Confinement** means confinement to a Hospital as a resident in-patient for a period which is necessary for the diagnosis or treatment of any Injury or Illness. Contact Sport means any sport in which physical contact between players is an accepted part of play.

**Country of Residence** means the country of which the Insured Person is a citizen or permanent resident.

**Date of Loss means:**

- (a) For Illness, the first date of diagnosis or the date the Insured Person first became aware of the Illness whichever occurs earlier;
- (b) For Injury, the date of the Accident;
- (c) For all other Sections, the date of the Insured Event.

**Day means** a period of 24 consecutive hours including the day of admission but excluding the day of discharge.

**Effective Date of Coverage** means:

- (a) For cancellation, the date on which the Policy is issued;

(b) For all other sections of cover, the date of departure.

**Electronic Equipment** shall mean any computer equipment system or software or any product, equipment, system or machinery connected to or operated by means of a micro or data processor chip

**Excess** means the first amount, or period, of each and every loss payable by the Insured Person.

**Family** means the Insured Person, their spouse and their dependent children (up to a maximum of 2 children per Policy), a maximum of four persons in all.

**Hazardous Pursuits** means any activity which introduces or increases the possibility of a loss arising from a peril or which may influence the extent of a loss.

**Hospital** means a legally constituted establishment which operates pursuant to the laws of the country in which it is based and which meets the following requirements:

- (a) It operates primarily for the reception, medical care and treatment of sick, ailing or injured persons on a resident in-patient basis;
- (b) It admits resident in-patients only under the supervision of a Medical Practitioner;
- (c) It maintains organized facilities for the medical diagnosis and treatment of such persons and provides (where appropriate) facilities for major surgery within the confines of the establishment or facilities controlled by the establishment;
- (d) It provides a full-time nursing service by or under the supervision of a staff of nurses;
- (e) It is not a day clinic, health hydro or nature clinic, a mental institution, an institution confined primarily to the treatment of psychiatric disease, the psychiatric department of a hospital, a place for the treatment of chemical dependency, an establishment or a special unit of a hospital used primarily as a place for treatment of drug addicts or alcoholics, a hospice, a frail care centre, a rest home or nursing, convalescent, rehabilitation, assisted living or extended care facility.

**Illness** means any fortuitous sickness or disease contracted, commencing or first manifesting itself during an Insured Journey.

**Injury** means physical trauma to an Insured Person caused by an Accident resulting, solely and independently of any other cause or any other physical defect or infirmity existing prior to the Accident, in an Insured Event within 24 months of the date of the Accident. Physical trauma caused by exposure to the elements of nature as a direct result of an Accident will be deemed to be an injury.

**Insured Event** means an event stated in the Schedule of Benefits. Insured Person means any person whose name appears on the insurance certificate and with respect to whom premium has been paid.

International Journey means an Insured Journey commencing from the Point of Departure to the

destination, outside the territorial limits of Kenya, including the return journey to the Point of Departure. Manual labour means physical labour involving the use of hands or the use or operation of mechanical or non-mechanical machinery or equipment.

**Insured Person** means any person who is within the description of the Insured Person appearing in the policy schedule who is nominated by the Bank from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.

**Policy** means the internal reference for a specific product containing identical Benefits and premium rates.

**Medical Expenses** means all Reasonable and Customary Charges for Illness or Injury on an International Journey resulting in hospitalization, surgical or other diagnostic or remedial treatment given or prescribed by a Medical Practitioner.

**Medical Practitioner** means a person registered with a current, legal license to practice medicine, but excludes an Insured Person or a member of any Insured Person's immediate family.

**Medical Treatment** means a Medical Practitioner's medical advice, treatment, consultations and prescribed medication.

**Permanent and Total loss of Limb** means the loss by physical severance or the permanent and total loss of use of a hand, foot, arm or a leg. Permanent and Total loss of Sight means the total, irreversible loss of sight. Loss of sight will be deemed to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

**Permanent Total Disablement** means total and absolute disablement which entirely prevents the Insured Person from engaging in or giving attention to any and every occupation of any kind and which will in all probability be lasting and continuous for his lifetime.

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

**Point of Departure** means the point from which an Insured Person commences an Insured Journey, from within the territorial limits of Kenya

**Policy** means this document embodying the contract of insurance and shall include any subsequent Terms, Conditions, Exclusions, Terminations and Endorsements.

**Pre-Existing Medical Conditions** means any condition giving rise to a claim for which, within the 24 consecutive months prior to the Effective Date of Coverage, the Insured Person, Relative or Business Associate:

(a) Has consulted a Medical Practitioner or specialist; or

(b) Has received Medical Treatment or advice; or

(c) The manifestation of symptoms would have caused a reasonable person to seek advice.

It also includes any condition known to the Insured Person, Relative or Business Associate prior to the Effective Date of Coverage where the Insured Person, Relative or Business Associate:

(a) Is on the waiting list for Medical Treatment; or

(b) Is travelling for the purpose of obtaining Medical Treatment (even if this is not the sole reason for the

Insured Journey); or

(c) Has received a terminal prognosis; or

(d) Has been recommended to continue or to commence any Medical Treatment or medication after the Effective Date of Coverage

**Private Motor Vehicle** means any licensed passenger vehicle other than taxis, buses and any vehicle that is in excess of 2 tons.

**Professional Player** means an Insured Person who earns in excess of 50% of his income from playing sport or who participates in a sport that remunerates him as a means of livelihood.

**Public Conveyance** means any scheduled or chartered conveyance legally licensed to carry passengers for hire operating commercially in accordance with all locally applicable laws and regulations and in which the Insured Person is travelling only as a fare-paying passenger, including taxis and hired Motor vehicles but excluding minibuses, non-standard motor vehicles and non pressurized single engine piston aircraft.

**Reasonable and Customary Charges** means the charges which:

(a) Are medically required for the treatment, supplies or medical service to treat an Insured Person's

Condition;

(b) Do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred, and

(c) Do not exceed the charges for treatment that would have been made if no insurance existed.

Related Expenses means additional accommodation and travelling expenses, excluding

telephone costs, meals and beverages of necessity incurred by anyone person, who on the

advice of a Medical Practitioner appointed by the Company remains with or escorts the Insured

Person until completion of his journey or until he resumes the Insured Journey or returns to the Point of Departure, whichever occurs first.

**Relative** means a Spouse, parent, parent-in-law, grandparent, step-parent, Children, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son in-law, fiancée, fiancé, half-brother, half-sister, aunt, uncle, niece or nephew of the Insured Person.

**Specialty Assist** means, the claims co-ordination company authorized by the Company to assist in the management and control of claims incurred or likely to be incurred. It also provides emergency travel and pre-departure health information and the Assistance services as detailed herein.

**Spouse** means the husband, wife, partner in a same sex partnership or any de facto partner with whom the Insured Person has permanently and continuously lived in the same household in a relationship which is not casual or impermanent for a period longer than 6 consecutive months. Only one Spouse shall be eligible for cover.

**Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s shall not be considered Terrorist Acts.

'Terrorist Act' shall also include any act which is verified or recognized as an act of terrorism by the (relevant) government of the country where the act occurs.

Travel Companion means the person intending to travel or travelling with the Insured Person and who is covered under The Heritage Insurance Travel Policy.

**Valuable Items** Photographic equipment, audio, video, telecommunication and computer equipment of any kind, telescopes and binoculars, spectacles and contact lenses, sunglasses, antiques, jewellery, watches, furs, silk, leather goods, animal skins, precious stones and articles made of or containing gold, silver or other precious metal.

**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.

## GENERAL CONDITIONS

### 1. Age limits

- a. This Policy covers events which happen to Insured Persons who are: from the age of 6 months to 70 years of age at the date of such event and up to 65 years of age in respect of Annual Multi Trip Cover only.
- b. With respect to Permanent Total Disablement, cover ceases on the Insured Person's 65<sup>th</sup> birthday.
- c. This Policy does not extend to an Insured Person over the age of 70 years in the event of a claim as a result of any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that, in the opinion of a Medical Practitioner appointed by the Company, can reasonably be related thereto.

2. **Airlines:** The Company will have no liability to pay any benefit in relation to any Insured Event for which the Insured Person may be able to seek compensation from an airline. If the Insured Person proves that he has taken all reasonable and necessary steps to claim from the airline, the Company will pay a pro-rata portion of the benefits. The Company's liability will be calculated by reducing the benefits by the amount for which the Company considers the airline to be liable.

3. **Automatic extension:** If an event occurs after commencement of the Insured Journey giving rise to a legitimate claim under Emergency Medical and Related Expenses the Insured Journey shall automatically be extended. If an event occurs in terms of section 7, the cover shall be extended and shall continue in force for the duration of the seizure or control of the Public Conveyance or 12 consecutive months from the date of such seizure or control, whichever is the lesser period.

4. **Currency:** All amounts are shown in United states Dollars (US\$). If expenses are incurred in a foreign currency the rate for exchange used will be the rate at the time of incurring the expense or suffering a loss.

5. **Endorsements:** This Policy may be extended, amended or altered by the Company issuing an endorsement, provided that the application is made in writing to the Company prior to the expiry of the existing Policy and there are neither existing nor initiated claims on the existing Policy.

## **Liability**

**6.1** The Company shall not be liable or responsible for;

- a) The negligence, wrongful acts and/or omissions of any legal and/or health care professional or any other person or persons or legal entity that provide direct or indirect service to the Insured Person;
- b) The failure of any agent or broker to explain adequately the terms, conditions, endorsements, terminations and exclusions of this Policy.

**6.2** Should any discrepancies arise between this Policy and any literature received by the Insured Person, the Terms, Conditions, Endorsements, Terminations and Exclusions in this Policy will govern in all cases.

**7.** Language. The official version of this Policy is in English. Words in the singular include the plural and vice versa and words in the masculine gender include the feminine gender.

**8.** Misrepresentation. This Policy shall be avoidable (at the discretion of the Company) in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured Person of any information material to this Policy.

**9.** Other financial products and services. The Company will accept no liability whatsoever for any of the insurance or other financial products or services which are sold in conjunction with this Policy that are provided or underwritten by any other insurance or assurance companies and/or Assistance companies and/or financial providers

**10.** Other insurance Except for Section 2 – Personal Accident, if the Insured Person is able to claim under any other policies (including statutory insurance and/ or medical aid and/or automatic credit card travel insurance) for the whole or any part of an Insured Event (“Other Claims”), the Company will only be liable to pay its pro rata portion of the claim submitted in terms of this Policy.

**10.1.** If in the Company’s discretion it decides to pay the claim in full, then it will not be obliged to make payment unless the Insured Person cedes to the Company all of their rights in respect of the Other Claims.

**10.2.** If the Company has already paid benefits in terms of this Policy, all of the Insured Person’s rights in respect of the Other Claims will be ceded automatically to the Company.

**10.3.** A cession in terms of 11.1 or 11.2 will allow the Company to do all things necessary to claim against the other insurer or company and institute legal proceedings against that other insurer or company if the other Claim is not paid.

**10.4.** Without limiting any provision of this Policy or any legal obligation, the Insured Person must cooperate fully with the Company in relation to the Other Claim or legal proceedings including:

- a) Not doing anything to prejudice or limit the Company's rights;
- b) Giving the Company whatever information and documents it may require;
- c) Signing any document or affidavit that the Company may request to enable it to exercise its rights.

**11.** Payment of benefits. This Policy is between the Company and the Insured Person only and all of its provisions and conditions are for the sole and exclusive benefit of those parties. Nothing in this Policy, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under this Policy or any of its provisions. Without limitation, no third party shall have any rights under this Policy or any right to receive Policy benefits. Receipt of Benefits paid as follows will be a valid discharge of the Company's liability under this Policy:

**11.1.** For Emergency Medical and Related Expenses on an International Journey, the benefit will be paid to the provider of such Medical Expenses.

**11.2** This Policy cannot be ceded, assigned or in any way transferred to a third party. Benefits shall be payable only to the Insured Person or his legal representative.

**12.** Public Conveyance tickets. The Company has the right to utilize the Insured Person's Public Conveyance ticket to offset the Company's expenses.

**13.** Kenyan Law. This Policy will be governed by the laws of Kenya and its courts shall have exclusive jurisdiction to the exclusion of the courts of any other country.

**14. Subrogation.** The Company has the right to commence or take over legal proceedings in the Insured Person's name for the defense or settlement of any claim, or to sue or prosecute any other party to recover monies payable by them at law. The Insured Person must co-operate with the Company and do nothing to hinder the Company's rights.

**15.** Tax or imposts. The onus will always be on the Insured Person to ensure, correctly admit and pay any tax liability in consideration of any benefit being paid that may incur tax or imposts of any nature.

## **CLAIMS CONDITIONS**

1. Compliance. The Insured Person must follow the Company's advice or instruction otherwise the Company may decline to pay the whole or any part of the claim.
2. Legal action. If the Company denies liability for any claim and the Insured Person does not institute legal action and serve summons of the Company (or initiate arbitration proceedings if

the Company has agreed to submit to arbitration) within 12 months after such repudiation, all benefits of such claim shall be forfeited.

3. Notice of claim and proof of loss

3.1 The Insured Person must give the Company notice in writing:

- a) Within 90 days of an Accident which may give rise to a claim under section 2 of this Policy. Any benefit related to death will only be payable if the Company receives written notification of the death within 30 days. The Company shall have the right to have a post-mortem examination of the body conducted.
- b) Within 30 days of any other occurrence which may give rise to a claim under this Policy.

3.2 The Insured Person must, at his own cost, provide whatever certificates, information and documented evidence ("Evidence") is required by the Company regarding the Insured Event.

4. Recoveries. All recoveries net of the Company's actual recovery costs will be distributed firstly to the Company for all amounts paid and any remainder will be paid to the Insured Person.

5. Fraudulent Claims. If the Insured Person, or anyone acting on his behalf use any fraudulent means or devices to obtain any benefit, then any amount payable in respect of such claim shall be forfeited.

6. General

6.1 The Insured Person shall submit to medical examinations at the expense of the Company as often as shall be required in connection with any claim. Any report generated as a result of such examination shall be the property of the Company and shall be deemed to be confidential information of the Company.

6.2 Medical Treatment shall be sought and followed promptly on the occurrence of an Injury or Illness and the Company shall not be liable for that part of any claim which in the opinion of a Medical Practitioner arises from the unreasonable or willful neglect or failure of any Insured Person to seek and remain under the care of a qualified Medical Practitioner.

6.3 All claims arising from criminal incidents are to be supported and accompanied by a certified police report.

6.4 The due observance and fulfillment of the Policy insofar as it relates to anything being done or complied with by the Insured Person, shall be a condition precedent to liability to make any payment under this Policy.

6.5 The Company shall have the right to access any current or prior medical records of the Insured Person in order to finalize and/or proceed with the assessment of a claim and/or render

medical Assistance. By virtue of this clause, the Insured Person shall be deemed to have given the Company written consent to access any of the Insured Person's current or prior medical records.

6.6 No amount payable in terms of this Policy shall bear any interest.

## **CLAIMS PROCEDURES**

A completed claim form that has been signed by the Insured Person, copies of the airline ticket, the insurance certificate and other items that may be necessary, are required on all claims together with the following documents for the different types of losses.

### **Emergency Medical Expenses**

- (a) All bills to be submitted with claims.
- (b) If Illness is possibly pre-existing then the Insured Person is to supply his normal Medical Practitioner's report stating what treatment was received prior to the commencement of the Insured Journey
- (c) Name of the Medical Practitioner as well as his address and telephone number.

### **Death, Disability and Injury**

- (a) Reports.
- (b) Death Certificate indicating cause of death.
- (c) Inquest and post mortem reports.
- (d) Police Report if death is due to a motor accident. The police station and reference number if death is the subject of criminal investigation.
- (e) Claim Notification Period for this Section will be 90 days.

### **Cancellation or Curtailment**

- (a) Relevant Medical certificates or death certificates in the case of death.
- (b) Original air-tickets or Travel documents.
- (c) Proof of deposits not recoverable.
- (d) Police Reports in case of accidents or hijack.
- (e) Proof of material loss.

### **Baggage Loss**

- (a) The Insured Person must obtain Passenger/Property irregularity report from the relevant carrier, in order to substantiate the claim.
- (b) Police Report to be submitted if loss is due to theft.
- (c) Receipts to be submitted as proof of payment.

## GENERAL EXCLUSIONS

The Company will not be liable to pay any benefit caused by or arising directly or indirectly from:

1. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, labour disturbances, riot, strike or lock-out; or
2. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
3. Any Terrorist Act or bomb incident or threat thereof; or
4. The use, release or escape of nuclear materials that directly or indirectly results in ionizing, radiation or contamination by radioactivity from any nuclear fuel or from nuclear weapons materials. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission; or
5. The dispersal or application of pathogenic or poisonous biological or chemical materials; or
6. Being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organization; or
7. Engaging in occupational activities underground or requiring the use of explosives; or
8. Willful or deliberate exposure to danger (except in an attempt to save human life), intentional self inflicted injury, suicide or attempt thereat; or
9. Deliberate violation of criminal law; or
10. Travelling by air except as a passenger on a legal licensed aircraft or where the Insured Person is acting as part of the aircraft crew; or
11. Mental disorders including, but not limited to anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism; or
12. Pregnancy or childbirth of the Insured Person (except for an unexpected medical complication or emergency occurring during the first 26 weeks of the pregnancy); or
13. Sexually transmitted diseases and the conditions commonly known as AIDS or HIV and/or any related illness or condition including derivatives or variations thereof, howsoever, acquired or caused; or
14. Chronic fatigue syndrome or myalgic encephalomyelitis (M.E.) (anticardiolipin antibody positivity) or the illness commonly referred to as yuppie flu; or

15. Non-adherence to medical advice: or
16. a) An Insured Person being under the influence of alcohol with more than the legal alcohol limit  
for driving in his blood or breath regardless of whether the Insured Person is actually driving;  
or;
- b) An Insured Person being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a Medical Practitioner or unless prescribed by and taken in accordance with the directions of a Medical Practitioner; or
- c) An Accident occurring whilst an Insured Person was driving a motor vehicle with more than the legal limit of alcohol in his blood or breath; or
- d) Alcohol abuse, alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind; or
17. a) Any Pre-existing Medical Condition; or
- b) Any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that, in the opinion of a Medical Practitioner appointed by the Company, can reasonably be related thereto, if the Insured Person has received medical advice or treatment (including medication) for hypertension within the 6 months prior to the commencement of the Insured Journey; or
18. An Insured Person travelling against medical advice or to seek medical attention or advice or with a terminal condition which was diagnosed prior to the Insured Journey or when he is unfit to do so; or
19. Any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that, in the opinion of a Medical Practitioner appointed by the Company, can reasonably be related thereto, for persons over the age of 70 years; or
20. a) Employment involving Manual Labour ; or
- b) Undertaking employment on a permanent or contract basis which is not casual ; o
21. a) Participating in any sport as a Professional Player ; or
- c) School sports ; or
22. Any hazardous pursuits, sports or activities which introduce or increase the possibility of a loss including but not limited to engaging in motor cycling (where the engine capacity exceeds 200cc or the cycle is under control of an unlicensed driver), steeple-chasing, polo or horseback riding, hunting, bungee jumping, abseiling, white water rafting, hiking (unless accompanied by a

recognized guide or on a clearly marked route) mountaineering requiring the use of ropes or equipment, scuba diving (unless licensed or accompanied by a qualified instructor), potholing, fighting (except in bona fide self defence), racing (other than on foot or under sail in inland waters), being a crew member on a ship or boat travelling from one country to another, speed or endurance racing or practice thereof (other than athletics), or training for or engaging in contact sports where physical contact between players is an accepted part of play unless an Endorsement has been issued and additional premium charged and authorized by the Company and paid by the Insured Person. This remains at the discretion of the Company ; or

23. Consequential loss of any kind or financial loss and/ or expense not otherwise specifically covered ; or

24. Default or insolvency of the carrier ; or

25. The Insured Person's intention to emigrate. The Company will however cover the Insured Person for Emergency Medical and Related Expenses for 30 consecutive days after his arrival in his new country of residence. The Company will only pay in respect of any Emergency Medical and Related Expenses claim that which would normally have been paid by a Medical Aid Company had such an event happened in the Insured Persons Country of Residence If the Company alleges that by reason of clauses 8, 9, 13, 17 or 24 of the above exclusions, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured Person.

## **SECTION 1 – SPECIALTY ASSIST**

### **TRAVEL ASSIST**

An Insured Person is entitled to the worldwide services of Specialty Assist. In the event of a medical or other emergency, the Insured Person must call the Specialty Assist numbers shown on the Emergency Travel Card which has been supplied to the Insured Person and which should be carried by all Insured Persons during an Insured Journey. Specialty Assist will provide a complete medical Assistance service to the Insured. Operating **24** hours a day **365** days a year, Specialty Assist provides effective medical Assistance for the Insured anywhere in the world and can be accessed by telephone, fax or email.

Specialty Assist arranges access to the following services, subject to the Policy terms and conditions:

1. Consular referral. Wherever possible Specialty Assist will provide an Insured Person with the details of the representative of the relevant consulate.

2. Emergency travel and accommodation arrangements. Wherever possible Specialty Assist will provide an Insured Person all reasonable, possible and practicable Assistance in arranging emergency alternative transportation and accommodation.
3. Transmission of urgent messages. Specialty Assist will transmit urgent (personal) messages on behalf of or to an Insured Person in the event of travel delay, Illness or Injury.

## **SECTION 2 - MEDICAL AND RELATED EXPENSES**

### **SECTION 1A - MEDICAL EXPENSES**

#### **International Journey**

If an Insured Person whilst travelling on an International Journey, incurs Medical Expenses as a result of Illness or Injury, the Company will pay for those expenses up to the amount stated in the Schedule of Benefits.

### **SECTION 1 B - DENTAL EXPENSES**

The Company will pay for emergency dental treatment up to the amount stated in the Schedule of Benefits, for the immediate relief of pain only, which provided by a registered and legally qualified dentist.

The maximum the Company will pay is limited to the amount as specified in the Schedule of Benefits except where caused by Injury.

The maximum the Company will pay is limited to the amount as specified in the Schedule of Benefits except where caused by injury.

### **SECTION 1 - SPECIFIC CONDITIONS**

1. Specialty Assist must be contacted immediately in the event of the Insured Person dying, being admitted to a hospital for inpatient treatment or incurring medical costs in excess of \$300. If this is not done, the Company's liability will be limited to US\$300 for any one Insured Event.
2. Medical Expenses as a result of emergency dental treatment are limited to dentistry received within 30 days of the Accident.
3. Medical and Related Expenses shall only be paid until such time as a Medical Practitioner appointed by the Company decides that an Insured Person is capable of being repatriated. If the Insured Person is capable of being repatriated and elects not to return to the Point of

Departure, all expenses incurred in respect of the occurrence will be for the Insured Person's own account.

### **SECTION 1 - SPECIFIC EXCLUSIONS**

The Company will not pay for any medical expenses:

1. Incurred for continuing treatment, including any medication commenced prior to the commencement date of the Insured Journey, which the Insured Person has been advised to continue whilst on an Insured Journey; or
2. Incurred within Kenya. or;
3. Incurred due to investigatory treatment that is not specified by a Medical Practitioner as immediately necessary; or
4. For fillings or crowns of precious metal; or
5. For any procedures relating to dental or oral hygiene; or
6. For specialist Medical Treatment without referral from a Medical Practitioner; or
7. Relating to contraceptive devices, prosthetic devices, medical appliances or artificial aids; or
8. For preventative treatment, including but not limited to any vaccination and/or immunization; or;
9. In excess of US\$100 for either physiotherapy or chiropractic treatment, unless confined to a Hospital.

### **SECTION 3 – EMERGENCY VISIT (HOTEL ACCOMMODATION AND AIR TICKET)**

If the Insured Person suffers Illness or Injury resulting in him being hospitalized for a period of more than 5 consecutive days, the Company will pay, subject to medical advice and the Company's written agreement, the reasonable Related Expenses for one Relative to travel to, remain with, or accompany him back to his Point of Departure up to the amount stated in the Schedule of Benefits.

### **SECTION 4 - LOCAL BURIAL (ABROAD)**

The Company will pay the expenses incurred for the burial or cremation of an Insured Person in the country where Death occurs, up to the amount stated in the Schedule of Benefits.

Death of an insured Person must be as a result of an Insured Event and coverage under this section will be subject to the conditions and general exclusions of the policy.

## **SECTION 5 - DISPATCH OF ESSENTIAL MEDICINE**

In case of medical necessity duly determined by the Medical Team, the Assistance Service Provider will dispatch essential medicine duly prescribed to the Insured Person and locally unavailable, or will determine, prescribe, obtain, and dispatch an equivalent medicine available locally. Specialty Assist will bear the costs for dispatching. In any case, the cost of such medicine will be borne by the Insured Person. The transportation of the medicines remains subject in any case to the regulations at the time imposed by the airline companies or any other transportation company, as well as local and/or international law.

## **SECTION 6 - PERSONAL EFFECTS/ LOSS OF LUGGAGE**

The Company will pay for the accidental loss of, theft or damage to the Insured Person's accompanying baggage and Personal Effects, that occur during the Insured Journey up to the amount stated in the Schedule of benefits.

### **Sum Insured**

Except as provided for under Section 9 – Baggage Delay, the maximum amount the Company will pay for anyone item, set or pair of items, is US\$ 500 for personal effects and US\$ 500 for Valuable items only. For all other items covered under this section, the maximum amount payable for a set or pair of items, is 25% of the sum insured or the amount stated in the Schedule of Benefits, whichever is the greater, unless otherwise specified in the specific conditions relating to this section.

## **SECTION 6 - SPECIFIC CONDITIONS**

1. It is a condition of payment that loss or damage attributable to theft, vandalism or loss or damage by carriers be reported to the local police or appropriate authority as soon as possible after discovery of the loss and that a written acknowledgement of the report be detained.
2. A camera and/or video camera, its lenses and accessories shall be regarded as one item.
3. The repair or replacement cost of a cellular phone and any fittings or accessories (all deemed to be a single item) shall be limited US\$ 100 per Insured Person.

4. In respect of jewellery claims, original or certified copies of valuation certificates issued prior to the commencement of the Insured Journey are required. This condition is applicable to all jewellery including gifts and inherited items.
5. Contact lenses, prescription spectacles or sunglasses are limited to a maximum of US\$25 per pair over and above any applicable Excess.
6. Jewellery must be carried on the Insured Person or lodged in a locked safety deposit box at the time of loss.
7. Reasonable measures to save and recover baggage must have been taken by any Insured Person.
8. The Insured Person shall, in respect of property, Personal Effects, travel documents, money and credit cards which may become the subject of a claim:
  - a) Exercise all reasonable care for the safety, security and supervision thereof at all times and must not leave property unattended in a public place or in any unlocked vehicle, room or building;
  - b) Endeavour to minimize any loss;
  - c) Not abandon any damaged property.
9. After taking off an amount for wear and tear and loss of value, the Company will replace or pay for then loss theft or damage to property owned the Insured Person, as shown in the Schedule of Benefits.

## **SECTION 6 - SPECIFIC EXCLUSIONS**

The Company will not be liable for:

1. Damage or loss arising from electrical or mechanical breakdown of any item; or
2. Damage to or replacement of any electronic data or software; or
3. Scratching or breakage of fragile or brittle items. This exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses; or
4. Damage or loss arising from normal wear and tear, decay, a defective feature of the object itself, destruction by moth or vermin, mould or fungus, insects, rodents, any process of cleaning, ironing, pressing, repairing, restoring or alteration. However, loss as a result of leaking liquid enclosed in the baggage is included; or

5. Personal Property shipped under any freight agreement, unaccompanied baggage or items sent by postal or courier services or given to someone else other than a Travel Companion; or
6. Loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities or shortages due to errors, omissions or depreciation value; or
7. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or any other aerial devices travelling at sonic or supersonic speeds; or
8. Loss, destruction or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause; or
9. Loss of or damage to bonds, stamps, negotiable instruments, deeds, securities or any kind of bullion; or
10. Personal computers, cellular phones or any electronic equipment:
  - a) Where theft or attempted theft occurs while such equipment is unattended other than when securely locked inside a building.
  - b) Whilst carried on any conveyance unless carried by an Insured Person as personal cabin luggage. However, exclusion 10(a) shall not apply in circumstances where the Insured Person leaves such property temporarily unattended whilst on any Public Conveyance and takes all reasonable precaution to safeguard the property and has no option other than to leave the property temporarily unattended; or
11. Contractual obligations in relation to a cellular phone purchase; or
12. Any goods intended for sale or trade; or
13. Household furniture and household appliances, non-portable property, or
14. Loss of sports equipment and tools and/or damage of sports equipment and tools whilst in use.
15. Loss or theft of money or valuables left in an unattended motor vehicle at any time.

## **SECTION 7 - CANCELLATION OR CURTAILMENT**

### **SECTION 7A - CANCELLATION**

The Company will reimburse the non-refundable unused portion of travel or accommodation costs paid by the Insured Person up to the amount stated in the schedule of benefits following necessary cancellation of the Insured Journey prior to departure due to:

1. The Insured Person's unexpected death, illness or injury or the unexpected death, illness or injury of his Spouse, Business Associate, Children, the person with whom the Insured Person had intended to stay abroad, a Relative or Travel Companion.

2. Non availability of the person that is in charge of the Insured Person's minor or disabled Children due to such person's unexpected death, Illness or Injury within 30 days prior to the date of the Insured Journey.
3. Serious or considerable accidental material damage to immovable property owned by the Insured Person caused within 7 days of the intended date of departure. The cause of such damage must be unintentional, not as a direct result of any action of the Insured Person and require him to cancel the Insured Journey for the safe guarding of his interests.
4. Theft or complete immobilization of the Insured Person's Private Motor Vehicle at the moment of departure or during the trip towards the destination due to a traffic accident, fire or as a result of a hijacking.
5. Delay in reaching the place of embarkation for any Public Conveyance operating on land, air or water as a result of immobilization of more than one hour due to a traffic accident or circumstances beyond one's control ("Act of God") during the trip towards the place of embarkation, provided that the Insured Person set off in good time to reach his place of embarkation..
6. Termination of the Insured Person's employment by the employer for economic reasons within 30 days prior to the date of departure including retrenchment.

#### **SECTION 7B - CURTAILMENT**

The Company will reimburse the Insured Person up to the amount stated in the Schedule of Benefits, the non-refundable unused Portion of travel or accommodation costs paid by him following necessary Curtailment (shortening and/or alteration) of the Insured Journey due to:

1. His unexpected death, Illness or Injury or the unexpected death, Illness or Injury of his Spouse, Business Associate, Children, the person with whom he had intended to stay abroad, a Relative or Travel Companion.
2. Loss or theft of travel documents (travel tickets, passports and visas).

#### **SECTION 7B - SPECIFIC CONDITION**

It is a condition that should the Insured Person need to return to the Point of Departure for any reason, Specialty Assist must be contacted beforehand to make the travel arrangements.

## **SECTION 7 - SPECIFIC DEFINITION**

Retrenchment means the termination of an employee's services where the specific job no longer exists as a consequence of a variety of possible factors including advances in technology, permanent changes in operation processes or markets, closure of an operation or is an exercise whereby management decides to reduce the number of employees due to a downturn of the economy or poor financial performance but excluding:-

- a) Where the Insured Persons are the owners or co-owners of the business exercising the Retrenchment programme or where the Insured Person/s are a director of the company where it is found that the directors were instrumental in the demise of the company; or
- b) Due to Illness or Injury; or
- c) Resignation from normal occupation or voluntary retrenchment; or
- d) Where the Government nationalizes or takes over the business; or
- e) Prior knowledge that Retrenchment would happen when the Policy was purchased.

## **SECTION 7 - SPECIFIC EXCLUSIONS**

The Company will not pay for any expenses arising directly or indirectly out of:

1. Financial circumstances or insolvency; or
2. The Insured Person not being in possession of the required or valid or correct travel documents or visas unless they are lost or stolen; or
3. Carrier caused delays where the cost of the expenses are recoverable from the carrier; or
4. Any business or employment commitment or financial or contractual obligation of the Insured Person or any other person on whom the Insured Journey depends; or
5. Any change of plans or disinclination on the part of the Insured Person or any other person to travel on an Insured Journey; or
6. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or travel; or
7. Defective or bad condition of the Private Motor Vehicle planned to be used for the Insured Journey; or
8. Lock-out or prohibitive regulation by the court of any country; or
9. Adverse weather conditions at the destination; or
10. Unemployment or change of employment, other than Retrenchment.

## **SECTION 8 - FLIGHT DELAY**

In the event of a delay of the Insured Person planned first outward flight trip from Kenya, the Company will indemnify the insured as shown in the schedule of benefits for the first full 12 hour period of delay and an additional amount for each full 12 hour period of delay thereafter, up to the amount stated in the schedule of cover, provided always that the Insured Person shall have obtained from the carrier a statement confirming the length of the period and exact nature of the delay.

## **SECTION 8 - EXCLUSIONS**

The Company will not be responsible for;

1. Delay resulting from confiscation or detention by customs or other officials.
2. Claims arising from delay caused by strike if the strike or industrial action was notified at the time the insurance was purchased.

## **SECTION 9 - BAGGAGE DELAY**

The Company will reimburse the Insured Person for reasonable essential expenses incurred up to \$50 per 12 hour period and for such amount incurred above the excess, for the emergency replacement of essential items if his baggage is delayed, misdirected or temporarily misplaced by a carrier, up to the amount stated in the Schedule of Benefits..

## **SECTION 9B - SPECIFIC CONDITIONS**

1. Written proof of delay from the transport provider must be submitted with any claim and the Company's liability is subject to it receiving original receipts for the essential expenses incurred.
2. The baggage delay must exceed the Excess.
3. Confiscation or requisition by customs or other government authority cannot form the basis of a claim for loss or expenses.
4. Claims in respect of essential clothing or requisites purchased as a result of delayed baggage will only be considered if items have been purchased within 4 days after the actual arrival time at the intended destination.
5. If baggage appears to be delayed or lost at the destination airport, the Insured Person must formally notify the relevant carrier airline immediately.
6. The Company will deduct any payment that is made for delayed baggage from the amount of any claim if the Insured Person's baggage is permanently lost.

#### **SECTION 10 - LOSS OF PASSPORT**

The Company shall be responsible for the reimbursement of actual expenses up to the amount stated in the schedule which are necessarily and reasonably incurred by the Insured Person in connection with obtaining permits to travel in the event that the Insured Person loses their passport.

#### **SECTION 11 - ADVANCE BAIL BOND**

The company will deposit up to the amount stated in the schedule of benefits on behalf of the Insured Person, as security required from him in order to guarantee:

- a) The payment of the fees for the procedures, with exclusion of the deposits required for covering the civil liabilities, fines or personal indemnities to be paid by the Insured Person, and/or
- b) The release of the Insured Person in the event of his being detained following a road accident. Such deposit shall be considered as a loan made by the Company to the Insured Person who shall refund the Company the total amount advanced as soon as reimbursed to him in case of no suit or acquittal, or within 15 days from the decision of the court condemning the Insured Person and, in any case, within three months from the date of deposit by the Company.

Advance Bail Bond is only applicable where an illegal act has not knowingly been committed as a result of an Insured Event

#### **SECTION 12 - ADVANCE LEGAL ASSIST**

If the Insured Person is imprisoned or threatened with imprisonment, the Company will help him find a lawyer and advance payment to the Insured Person for the legal expenses paid to a lawyer, up to the amount as stated in the Schedule of Benefits.

Advance Legal Assist is only applicable where an illegal act has not knowingly been committed.

Such Advance payment shall be considered as a loan made by the Company to the Insured Person who shall refund the Company the total amount advanced as soon as reimbursed to him in case of no suit or acquittal, or within 15 days from the decision of the court condemning the Insured Person and, in any case, within three months from the date of deposit by the Company.

Advance Bail Bond is only applicable where an illegal act has not knowingly been committed as a result of an Insured Event.

#### **SECTION 12- SPECIFIC CONDITIONS**

1. The Company shall have complete control over the legal proceedings.
2. The lawyer nominated by the Company must be qualified to practice in the court of the country where the event, giving rise to the claim, occurred or where the Insured Person is resident. The Insured Person, acting reasonably, does not have to accept the lawyer nominated by the Company. If the Insured Person does not agree with the Company regarding the suitability of the lawyer, the Company will ask the ruling body for lawyers in that country to nominate another lawyer. In the interim the Company may appoint a lawyer to protect the Insured Person's interests.
3. If an award or compensation is made and payment is received by the Insured Person or a lawyer instructed on his behalf, then all sums advanced or paid by the Company shall be refunded to the Company.
4. The Insured Person must notify the Company as soon as possible of any incident which may give rise to a claim but in any event not later than 48 hours after the incident.

#### **SECTION 12- SPECIFIC EXCLUSIONS**

The Company will not pay for costs or expenses:

1. Incurred without prior authorization by Specialty Assist; or
2. In respect of the pursuit of a claim against the Company, Specialty Assist, a travel agent, tour operator or conveyance carrier; or
3. Incurred as a result of actions between Insured Persons, or actions pursued in order to obtain Satisfaction of a judgment or legally binding decision; or
4. In respect of claims caused by any member of the Insured Person's family or household.

#### **SECTION 13 - TRAVEL ACCIDENT**

## SECTION 13A - DEATH AND DISABILITY

If an Insured Person sustains an Injury resulting in an Insured Event described in the Table of Benefits below, the Company will pay the Insured Person or his legal representative the compensation up to amount stated in the Schedule of Benefits. If an Insured Person disappears and after 24 consecutive calendar months it is reasonable for the Company to believe that he may have died due to an Injury, the Company will pay the benefit subject to receipt of a signed undertaking by his beneficiary that such compensation shall be refunded if it is later demonstrated that he did not die as a result of an Injury. This written undertaking will be required at the point where this benefit becomes payable.

### TABLE OF BENEFITS

INSURED EVENT	COMPENSATION EXPRESSED AS A PERCENTAGE OF THE SUM INSURED
<b>1. Death</b>	
a. As a result of an Accident	100%
b. Disappearance	100%
c. Death as a direct result of exposure to the Elements of nature as a direct result of an Accident	100%
<b>2. Permanent Total Disablement</b>	
a. As a result of an Accident	100%
b. Permanent Total Disablement as a direct Result of exposure to the elements of Nature as a direct result of an Accident	100%
<b>3. Permanent Disability</b>	
<b>3.1 Permanent and Total Loss of:</b>	
a. Both hands or both feet	100%
b. One hand and one foot	100%
c. Either hand or foot and sight of one eye	100%
d. One hand or one foot	50%
<b>3.2 Permanent and Total Loss of Sight in:</b>	

a. Both eyes	100%
b. One eye	50%

**SECTION 13B - SPECIFIC CONDITION**

1. The Company will not pay for any benefit in respect of:

(a) Permanent Total Disablement except on submission of satisfactory proof to the Company that the disablement will in all probability continue for the remainder of an Insured Person’s life;

(b) More than 100% of the sum insured when more than one Injury arises from the same Accident;

(c) More than one category for more than 100% of the sum insured. The benefit payable will be the highest in the appropriate category.

2. If the Insured Person sustains Permanent Total Disablement and the claim in relation to that disability is admitted and accepted, the benefit will be paid and all cover under this Section 2A in respect of such Insured Person shall cease.

3. The diagnosis and determination of Permanent Total Disablement must be made and documented by a Medical Practitioner and must be continuous and permanent for at least 12 consecutive months from the onset of the disablement and which will in all probability be lasting and continuous for his lifetime.

4. If the consequences of an Accident are aggravated owing to an Insured Person’s existing ailment, infirmity or other abnormal physical or mental condition, determination of the benefit will be based on the consequences the Accident would have had, had such defects not existed. The foregoing shall not apply, however, if such circumstances are a consequence of an earlier Accident to the Insured Person, for which benefit has been or will be paid under this Policy.

5. In the event of death of Children, the benefit payable will be subject to the amount legislated by law at the time of the death, or the maximum of \$5,000, whichever is the lesser.

6. Children are excluded from any benefit for occupational disability under Permanent Total Disablement.

**SECTION 13 - SPECIFIC EXCLUSION**

The Company will not be liable to pay any benefit under this section in respect of any Insured Person for any Insured Event caused by or arising directly or indirectly from any type of Illness, or bacterial infection, except that this exclusion shall not apply to medically acquired infections or blood poisoning, including pyogenic infections, which may result from an accidental cut or wound.

For and on Behalf of

A purple circular stamp with the text "THE HERITAGE INSURANCE COMPANY LIMITED" around the perimeter. A handwritten signature in black ink is written over the stamp.

**THE HERITAGE INSURANCE COMPANY LIMITED.**

**NOTE:** This document is not a policy document unless signed and stamped by authorized staff at the issuing office or at The Heritage Insurance Company Limited.