

# POLICY DETAILS

## Travel Insurance



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**TOKIO MARINE  
NICHIDO**

 **AI-Futtaim development services**

*To Be a Good Company*



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## Introduction

Thank you for placing your business with Tokio Marine & Nichido Fire Insurance (the Company).

This policy is a legal contract and it is important that this document is checked to make sure that all the details stated in the Schedule (which are attached to and form an integral part of the Policy Wording) are correct and reflect the cover requested.

You (the Policyholder) must notify us or your Insurance Advisor as soon as is reasonably practicable:

1. If there is a discrepancy or omission in the insurance provided or if your insurance requirements change.
2. Of any fact(s) or change(s) that we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts or changes may invalidate the policy or result in the policy not operating fully.

The Policyholder should comply with all procedures stated in the policy, as failure to do so may be a bar to any claim.

### **POLICY CONTRACT**

In consideration of the Policyholder having paid or agreed to pay the premium stated in the schedule the Company agrees to indemnify the Policyholder or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this policy provided that:

1. The Policyholder shall be subject to all the terms, conditions, limitations and/or exclusions contained in this Policy or by additional endorsements
2. The Company's liability shall not exceed the Sums Insured or the Limits of Liability expressed herein
3. The Schedule, General Claims Conditions, General Conditions, General Definitions, General Exclusions and Active Covers shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall have that meaning as indicated in the Policy.



## General Definitions:

The following definitions shall apply to the whole of this Policy and that wherever these words appear within this Policy starting with a capital letter shall bear the same meaning throughout this policy.

### **ACCIDENT**

A sudden, unforeseen and unusual specific event that happens unexpectedly caused solely and directly by violent, external and visible means which occur at an identifiable time and place resulting in injury during an INSURED TRIP and which is the sole and direct cause of accidental death or disablement.

### **ACCIDENTAL DEATH**

Loss of life due to an accident as determined by PHYSICIAN / MEDICAL PRACTITIONER.

### **AGE BAND**

Cover in respect of each Trip is subject to the Insured Person being over 18 and under 70 years of age at the commencement of the trip if travelling alone. In case of accompanied persons (say, children), the lower age limit is relaxed but the upper age limit remains the same at 70 years.

If Annual Multi trip Cover is selected, and the person reaches 71 years during the Period of Insurance, cover will continue until expiry or cancellation of the policy.

Premium will be charged at 50% for CHILDREN and enjoy cover up to 50% of the stated limit under all sections.

No benefits shall be payable under Section 1 - Personal ACCIDENT and Section - Medical and Associated Expenses if insured has completed 70 years of age at the commencement of this insurance.

### **BENEFICIARY**

Means the person or persons nominated by the Insured person as stated on the Travel Insurance Certificate. If no beneficiary is stated on the certificate, beneficiary will be legal heirs of the insured person and if "Family plan" is selected, then the beneficiary, in case of death of the SPOUSE or the child, is the insured person.

### **CHILDREN/CHILD**

Biological off-springs, legally adopted or fostered children of the insured person who are not in full-time employment, unmarried, not pregnant, without children, primarily dependent on the insured person for support and who are between the age of three (3) months and eighteen (18) years.

### **CONFINED/CONFINEMENT**

An insured person is registered as an in-patient in a hospital for medical treatment for an injury or illness upon the recommendation of a medical practitioner and continuously stays in the hospital prior to his/her discharge from the hospital. Hospital confinement will be evidenced by a daily room and board charge by the hospital.

### **CLOSE BUSINESS PARTNER**

A person working for the same company or a close business partner of the insured person whose absence from work along with Insured would prevent the proper functioning of the company, as confirmed by an officer of business registration or corporate registration documentation, which is acceptable to the Company.

### **CLOSE RELATIVE**

SPOUSE, parent, parent-in-law, grandparent, son or daughter, son or daughter-in-law, brother or sister or brother or sister-in-law, grandchild, legal guardian, CHILDREN or fiancé (e ) of the insured person.

### **COMPULSORY QUARANTINE**

The insured person is being confined in an isolated ward of a hospital or an isolated site appointed by the government for at least one (1) full week or continuously stays in there until discharged from the quarantine.

### **CURTAILMENT/CURTAIL**

Abandoning or cutting short of the INSURED TRIP after its commencement by immediate return to the country of residence due to a covered incident.

### **EXCESS**

The first amount of any claim for which the insured is responsible to pay for any one event. Or the time period during which any claim will not be paid. If claims are made under two or more covers, for loss or damage caused by the same insured incidence at the same time, excess shall apply for each section separately as stated in the POLICY SCHEDULE.

### **FOLLOW-UP OUTPATIENT TREATMENT**

Follow-up outpatient medical treatment necessarily incurred following an in-patient treatment for any actual and necessary MEDICAL EXPENSES charged by a medical



practitioner in the country of residence for the continuation of medical treatment sought by the insured person for injury or illness sustained during the insured person's INSURED TRIP and within three (3) months after the insured person's return to the country of residence.

## **HEALTH**

### **CONDITIONS PERTAINING TO HEALTH**

It is a condition of this Policy that no Trip will be covered if at the time of taking out this policy:

1. Any one upon whom the Trip plans depend has received a terminal prognosis.
2. Any one upon whom the Trip plans depend are on a waiting list or have knowledge of the need for, in patient treatment at a hospital, clinic or nursing home.
3. The insured is/are travelling against the advice of a Medical Practitioner or would be travelling against the advice of a Medical Practitioner had you sought his / her advice.
4. The Insured is / are travelling with the intention of obtaining medical advice outside of the Country of Residence.
5. You or anyone upon whom the Trip plans depend is expected to give birth before, during or within two months of the Trip.
6. The Insured is/ are aware of any circumstances that could reasonably be expected to give rise to a claim on this policy.  
Otherwise, unless the Insured has been given prior written agreement, the following sections will not be covered.

Section 1: Personal Accident

Section 2: Emergency Medical, Evacuation and Associated Expenses

Section 5: Cancellation & Curtailment

## **HIJACK**

The unlawful, wrongful or illegal seizure or exercise of control of an aircraft or PUBLIC COMMON CARRIER in which the insured person is travelling in as a passenger.

## **HOSPITAL**

Any licensed medical institution which meets the following criteria:

- a. It has full time facilities for overnight patients.
- b. It has facilities for surgery, medical diagnosis and treating injured and sick people.
- c. It is run by medical practitioner(s).
- d. It provides 24 hour nursing supervised by state

registered nurses.

- e. It is not a medical institution specialized in training and education, a nursing or convalescent home, a hospice or place for the terminally ill, a residential care home, or place for drug addicts or alcoholics.

## **HOME / COUNTRY OF RESIDENCE**

Insured's normal place of residence or dwelling of which the Insured are a citizen or hold a valid resident status at the time of INSURED TRIP.

## **ILLNESS / ILL**

Sudden and unforeseen change in health, sickness or disease of the insured person contracted and commenced during the INSURED TRIP as certified by the physician. The illness must be serious enough to consult a physician for the purpose of medical treatment and which prevents the normal continuation of the INSURED TRIP.

## **INJURY**

Bodily injury sustained in an accident directly and independently of all other causes and which occurs during an INSURED TRIP.

## **INSURED TRIP**

A trip not exceeding the period of travel and within the area of travel shown in the POLICY SCHEDULE that begins and ends in the COUNTRY OF RESIDENCE during the insured period and for which the appropriate insurance premium has been paid. When applied to single trip, it means the period of travel commencing from the time when the insured person departs from the COUNTRY OF RESIDENCE immigration department office / counter and until the time when the insured person:

1. Returns to the COUNTRY OF RESIDENCE immigration department office or counter or
  2. Expiry date mentioned on the POLICY SCHEDULE, whichever occurs first. When applied to annual multi-trip, it means the period of travel commencing from the time when the insured person departs from the COUNTRY OF RESIDENCE immigration department office / counter and until the time when the insured person:
1. Returns to the COUNTRY OF RESIDENCE immigration department office or counter and recommence next INSURED TRIP.
  2. Expiry date mentioned on the POLICY SCHEDULE, whichever first occurs.
  3. The maximum period of any one trip is restricted to 62 consecutive days.



4. Policy cannot be cancelled following the start date of cover.

#### **INSURANCE PERIOD**

The application date of this policy where all covers end on the expiry date shown on the POLICY SCHEDULE. Trip cancellation cover commences from the issue date shown on the POLICY SCHEDULE or the date of booking any INSURED TRIP, whichever is later and terminates at the beginning of the INSURED TRIP. Cover for all other sections of this policy starts at the beginning of the INSURED TRIP and terminates at the end of the INSURED TRIP.

#### **INSURED**

Any person specified as an eligible person in the POLICY SCHEDULE whose name is reported to the POLICY HOLDER and the appropriate insurance premium has been paid and accepted for coverage. The INSURED person is not contracting INSURED under the policy with the Company. The Company's agreement is entered into with the POLICY HOLDER.

#### **LAPTOP COMPUTERS**

Such as but not limited to a laptop, notebook or sub-notebook computer, personal digital assistant (PDA), hand-held computer (HHC), electronic tablets and alike.

#### **LAW AND JURISDICTION**

This policy applies only to judgments delivered by or obtained from a Court of Competent Jurisdiction, the United Arab Emirates.

#### **MEDICAL CONDITION**

The unforeseen and emergent occurrence of symptoms for a disease, illness or injury which, unless treated immediately by a physician, may lead to death or serious impairment of INSURED's health.

#### **MEDICAL EXPENSES**

Reasonable expenses incurred from the first day of sustaining an injury or illness during the INSURED TRIP which are paid by the INSURED person to a legally qualified medical practitioner, HOSPITAL and/or ambulance service for medical, surgical, X-ray, HOSPITAL or nursing treatment including the cost of medical supplies and ambulance hire. All treatments must be prescribed by a qualified medical practitioner in order for expenses to be reimbursed under this policy. In the event an INSURED person becomes entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for the EXCESS of the amount recoverable, from such other sources.

#### **MONEY**

Bank and currency notes and coins in legal tender, cash, cheques, travelers cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, postage stamps, savings stamps, pre-booked event and entertainment tickets, luncheon vouchers, phone cards, pre-paid electronic money cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes and includes the wallet or purse in which money is carried

#### **PLAN**

POLICY SCHEDULE specifies the Plan chosen

1. Tokio Lite
2. Tokio Family
3. Tokio Privilege
4. Tokio Supreme

#### **PERSONAL BAGGAGE**

INSURED's clothing and personal effects, suitcases (or similar) taken on or purchased during an INSURED TRIP including VALUABLES

#### **PERSONAL EFFECTS**

Means spectacles, dentures, purses, wallets, cosmetics, mobile phone and other personal effects normally worn or carried in person

#### **PERMANENT TOTAL DISABLEMENT**

Disablement which for fifty two (52) consecutive weeks immediately following an accident entirely prevents the insured person from attending their usual occupation if employed, or if not employed, from attending employment of any and every kind. Disablement at the end of that time should be beyond reasonable hope of improvement, total, continuous and permanent

#### **PHYSICIAN / MEDICAL PRACTITIONER**

A person other than the insured person, CLOSE RELATIVE or anybody travelling with the INSURED person who is qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services

#### **POLICY HOLDER**

The named company, legal entity or employer listed as the policyholder in the POLICY SCHEDULE and signatory of this document with whom the Company entered into the policy. They are the contracting insured



### **POLICY SCHEDULE**

All issued policy documents outlining information and policy details such as, but not limited to, terms and conditions, premium, covers/benefits and limits, enclosed cover(s), extensions, exclusions and conditions, along with any endorsements issued.

### **PUBLIC COMMON CARRIER**

Any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire, including but not limited to aircraft, bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train

### **SCOPE / TERRITORIAL LIMITS**

24 Hours / While on travel, outside COUNTRY OF RESIDENCE but excluding where there is known to be a war or civil commotion or unrest and excluding travel to Afghanistan, Chad, Russia (Chechnya, Dagestan, Ingushetia, North Ossetia, Karachay-Cherkessia & Kabardino-Balkaria), Colombia, Democratic Republic of Congo, Congo – Brazzaville, Eritrea, Ethiopia, Iraq, PA (West Bank and Gaza) & Israel border, including Beersheba & Ashdod, Niger, Nigeria, North Korea, Somalia, Sudan, South Sudan, Syria and Yemen unless specifically agreed by the Company and endorsed on the schedule and appropriate premium charged thereof.

### **SPOUSE**

A person who has a legitimate marital contract to the INSURED person as recognized by United Arab Emirates laws between the ages of eighteen (18) years and seventy (70) years.

### **SUM INSURED**

Maximum amount payable under each cover of the POLICY SCHEDULE set to be payable by the policy's terms and conditions.

### **TERRORISM**

An act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes, including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which:

- Involves violence against one or more persons;  
Or Involves damage to property; or
- Endangers life other than that of the person committing the action; or

- Creates a risk to the HEALTH or safety of the public or a section of the public; or
- Is designed to interfere with or disrupt an electronic system

### **THEFT**

The wrongful, illegal and unauthorised acquisition or using of another person's property which must be accompanied by a guilty mind of dishonesty and/or the intent to permanently deprive the owner or the person with rightful possession of that property or its use.

### **THIRD PARTY**

A person who is not related to the INSURED person and not an insured person under this policy, close relative, CLOSE BUSINESS PARTNER or TRAVEL COMPANION.

### **TRAVEL COMPANION**

A person with whom the INSURED is travelling or have arranged to travel with to the same destination on the same date and on the same PUBLIC COMMON CARRIER.

### **VALUABLES**

Watches, furs, binoculars, telescopes, audio and video and photographic equipment, jewellery, precious metals or stones, or items made from precious metals or stones, fine arts and antiques, pictures or other works of art, collections of stamps or coins or musical instruments.

### **WAR**

A contest by force between two or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is:

- An interruption of peaceful relations and
- A general contention by force, both authorized by the sovereign

continued...



## Table Of Benefits

Section	Description	Tokio Privilege (USD)	Tokio Enhanced (Family) (USD)	Tokio Lite (Euro)	Tokio Supreme (USD)
1	Personal Accident	100,000	100,000	30,000	100,000
2	Emergency Medical & Evacuation Expenses	1,000,000	100,000	30,000	1,000,000
	Repatriation expenses	10,000	5,000	5,000	10,000
3	Personal Baggage	5,000	2,500	–	5,000
	Personal Money	1,000	500	–	5,000
4	Loss of Passport	500	500	500	500
5	Cancellation & Curtailment	5,000	–	–	5,000
6	Personal Liability	1,000,000	100,000	–	1,000,000
7	Hijack	250 per Hour Maximum USD 10,000	100,000	–	250 per Hour Maximum USD 10,000
8	Baggage Delay	50 for every 3 Hrs. Maximum USD 1,000	100,000	–	50 for every 3 Hrs. Maximum USD 1,000
9	Flight Delay	USD 50 per 4 Hrs. Maximum USD 1,000	USD 50 per 4 Hrs. Maximum USD 1,000	–	USD 50 per 4 Hrs. Maximum USD 1,000
10	Missed Departure	1,000	–	–	1,000
11	Missing Flight Connection	1,000	–	–	1,000
12	Mugging	200	200	–	200
13	Credit Card Fraud	1,000	300	–	1,000
14	Compassionate Visit	Cost of 1 Economy Air ticket	Cost of 1 Economy Air ticket	–	Cost of 1 Economy Air ticket
15	Personal Laptop/Computer	1,000	–	–	1,000
16	Legal Assistance	5,000	–	–	5,000
17	Bail Bond	5,000	–	–	5,000
18	Terrorism	–	–	–	100,000

EXCESS	PER CLAIM	OPTIONAL EXTENSIONS	LIMITS IN USD
Section 2	USD 50	TERRORISM	100,000
Section 2 (Tokio Basic)	Euro 30	Ski pack	500
Section 3	USD 30	Delayed ski equipment	300
Section 8 & 9	4 Hours	Ski equipment	300
Section 11	USD 100	Piste closure	150
Section 13	USD 50	Avalanche closure	150
Section 15	10% value of Laptop	Excess for Ski equipment	30

continued...



## Covers

### SECTION 1 PERSONAL ACCIDENT

Pay the sum(s) shown in the schedule of benefits below if any INSURED shall during the period of the holiday sustain accidental bodily injury which independently of any other cause results within one year (12 months) in:

- (i) Death
- (ii) Total and irrecoverable loss of all sight in one or both eyes rendering the INSURED absolutely blind in the eye or eyes beyond remedy by surgical or other treatment
- (iii) Total loss by physical severance or complete and irrecoverable loss of use of either one or both hands and/or one or both feet
- (iv) PERMANENT TOTAL DISABLEMENT (other than as provided by benefits (i), (ii) and (iii) entirely preventing the INSURED from following any occupation

### PROVISOS

1. Benefit shall not be payable under more than one of the items 1 to 4 in respect of the same ACCIDENT or of the same period of disablement. After a claim under one of the items 1 to 4 has been admitted and become payable in respect of any INSURED Person, no further liability shall attach to the Company in respect of that Person during the duration of the trip.
2. Benefit under item 4 shall be payable only on certification by a medical referee of PERMANENT TOTAL DISABLEMENT as defined.
3. In the event of more than one INSURED person travelling in the same aircraft or conveyance at the same time, the Company's liability on the aircraft or conveyance shall not exceed the conveyance limit of USD 2,700,000/- regardless of the number of INSURED persons.

### SECTION 2 EMERGENCY MEDICAL, EVACUATION & ASSOCIATED EXPENSES

Pay the cost of:

1. MEDICAL, SURGICAL AND EMERGENCY DENTAL TREATMENT  
MEDICAL CONDITION resulting from sickness and ACCIDENT and requiring emergency HOSPITAL admission and for which delay in treatment beyond the next official working day could reasonably be expected to result in significant and permanent impairment to the life, HEALTH, bodily functions and or organ of the person insured.  
Necessarily incurred by the insured during the period of insurance outside the COUNTRY OF RESIDENCE as a

direct result of accidental bodily injury to or sickness of the Insured or HIJACK occurring during the holiday requiring emergency hospitalization.

### 2. DENTAL TREATMENT

For the purpose of this cover emergency dental treatment is defined as "Dental treatment required during the first 48 hours following accidental damage to sound natural teeth for the initial relief of pain and any treatment necessary to preserve the dental structure for future permanent restoration".  
Dental treatment cost maximum of USD 1,000/-, per person per policy period, per tooth USD 200/-

### 3. REPATRIATION OF MORTAL REMAINS

Transport of body or ashes and funeral expenses in the event of death outside the Country of Residence. Maximum amount payable will be as per schedule of benefits attached and PLAN selected.

### 4. MEDICAL EVACUATION

- The Company will pay the usual and customary charges incurred, up to the amount specified in the policy for,
- a. The INSURED's medical evacuation to the nearest appropriate HOSPITAL or medical facility if adequate medical treatment is not available where the INSURED sustained the Injury or became sick.
  - b. The INSURED's medical repatriation from the place where the INSURED is being treated to:
    - (i) The most appropriate medical facility closest to INSURED 's Primary Residence or
    - (ii) INSURED 's Primary Residence

Benefits are paid less the value of the unused return travel ticket.

If the INSURED elect not to return HOME or not to be transferred to another medical facility for required Emergency treatment and/or surgery, ongoing expenses will not be covered under the Policy and all the benefits will cease.

### SECTION 3 PERSONAL BAGGAGE AND MONEY

Indemnify the INSURED against

- (a) Loss of or damage to baggage belonging to the INSURED (consisting of clothing and PERSONAL EFFECTS worn or carried on the person trunks, suitcases and like receptacles) during the period of the



holiday by any accident misfortune subject to:

- (i) Maximum payment any one article, pair or set USD 300
- (ii) Overall limit USD 500/- in respect of VALUABLES comprising jewellery, furs, articles made of or containing precious metals or stones watches, binoculars, telescopes, photographic audio or video equipment
- (b) Loss of personal money (cash, bank or currency notes, travelers' cheques, travel tickets or credit vouchers) during the period of the holiday.

#### **AMOUNT PAYABLE**

Current market value which takes into account deduction for wear, tear and depreciation.

For LAPTOP COMPUTERS, only THEFT risk is covered and in EXCESS of 10% of its value

Negligence risk is excluded.

#### **DOCUMENTS REQUIRED TO SUBMIT A CLAIM**

Take reasonable precautions at all times to ensure the safety and supervision of Baggage and MONEY, and you should take all practicable steps to recover property lost or stolen. If it is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel the same must be reported to them, in writing, details of the loss, THEFT or damage and obtain written confirmation. If property is lost, stolen or damaged whilst in the care of an airline the same must be reported to them and

- a. Property irregularity report must be obtained
- b. Formal written notice of the claim to the airline within the time limit contained in their conditions of carriage. (Copy to be retained).
- c. Retain all travel tickets and tags for submission if a claim is to be made under this policy
- d. Retain receipts for items lost, stolen or damaged to substantiate the claim.
- e. Report the incident to the local Police within 24 hours of discovery and obtain a written report of the loss, THEFT of all Baggage and/or Money.

#### **SECTION 4 LOSS OF PASSPORT**

Pay the cost of replacement passport, additional accommodation and travel expenses necessarily incurred by the INSURED during the period of the holiday in obtaining a replacement passport as a direct result of the loss of the INSURED'S passport while abroad.

Maximum limits will be as per benefits stated in the schedule of the policy

#### **DOCUMENTS REQUIRED TO SUBMIT A CLAIM**

Take reasonable precautions at all times to ensure the

safety and supervision of Baggage and MONEY, and you should take all practicable steps to recover property lost or stolen. If it is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel you must report to them, in writing, details of the loss, THEFT or damage and obtain written confirmation.

If property is lost, stolen or damaged whilst in the care of an airline you must:

- a. Property irregularity report must be obtained.
- b. Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage. (Please retain a copy).
- c. Report the incident to the local Police within 24 hours of discovery and obtain a written report of the loss, THEFT of all Baggage and/or MONEY.

#### **SECTION 5 CANCELLATION & CURTAILMENT**

Reimburse the INSURED (or his/her legal representative with Deposits already paid (if not recoverable) and any amounts for which the INSURED is contractually responsible if the holiday is cancelled or a proportionate amount of expenses paid or incurred and not recoverable or usable which are lost through curtailment of the holiday plus necessary additional accommodation and travel expenses to return the INSURED to the COUNTRY OF RESIDENCE due to any of the following circumstances:

- a. Death or disablement (by accidental bodily injury or sickness) of:
  - (i) the INSURED
  - (ii) any person with whom the INSURED intends to travel or is travelling
  - (iii) any relative (SPOUSE, mother, father, sister, brother daughter or son) of the INSURED or of any person with whom the INSURED intends to travel or is travelling
- b. Travel being prevented by Government restriction following an epidemic or HIJACK of the INSURED or of any person with whom the INSURED intends to travel or is travelling.
- c. Accidental damage to your HOME rendering it uninhabitable or the Police requesting your presence following THEFT at your HOME during your trip or the preceding 7 days.
- d. Closure of airport due to government notification at the departure or arrival airport.

In respect of the above circumstances

- 1. (a) and (b) must occur after the acceptance of the application and the payment of the premium
- 2. (a) must be certified by a qualified registered medical practitioner



## **SECTION 6 PERSONAL LIABILITY**

Indemnify INSURED up to the limit specified below against all sums that the INSURED becomes legally liable to pay as compensation during the period of insurance for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

- a. Bodily injury, death, illness or disease to any person other than an INSURED person or any person who is in their employment or who is a CLOSE RELATIVE or member of the INSURED's household.
- b. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of any INSURED person, a close relative, anyone in their employment or a member of their household other than any temporary holiday accommodation but in respect of your occupation (not ownershi occurring during the period of holiday

## **DOCUMENTS REQUIRED TO SUBMIT A CLAIM**

- a. Immediate written notice with full details of any incident which may give rise to a claim forward every letter, writ summons and process to the Company as soon as it is received not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without the Company's written consent.
- b. The company will be entitled, if they so desire, to take over and conduct in the INSURED's name the defence of any claim for indemnity or damages or otherwise against any THIRD PARTY. The company shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim, and the INSURED shall give us all necessary information and assistance which the Company may require.
- c. In the event of the INSURED's death, their legal representatives will have the protection of this cover provided that such representative comply with the terms and conditions of this policy.

## **SECTION 7 HIJACK**

The Company will pay the INSURED a daily allowance up to the maximum amount shown on the POLICY SCHEDULE, subject to any excess, for the duration of the HIJACK causing disruption to the INSURED TRIP.

This section does not cover:

Any claim where the INSURED person, close relative, CLOSE BUSINESS PARTNER or TRAVEL COMPANION have engaged in activities that could be expected to increase the risk of hijack

## **SECTION 8 BAGGAGE DELAY**

The Company will reimburse the INSURED up to the

maximum amount shown on the POLICY SCHEDULE, subject to any EXCESS, in the event the INSURED's checked-in baggage being delayed or temporarily misplaced by the PUBLIC COMMON CARRIER upon arrival at the scheduled destination abroad, for the following:

- (i) The actual costs of emergency purchase of essential clothing, medication or toiletries.

Subject to the following provisions and limitations:

- a. 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 scheduled destination.

Subject to the following exclusion(s):

This section does not cover:

- (i) Any baggage not being on the same PUBLIC COMMON CARRIER of the INSURED or souvenirs and articles mailed or shipped separately.
- (ii) Any loss for which the INSURED fails to submit receipts for the purchase of emergency items or requisites.
- (iii) Any loss not substantiated by written confirmation from the PUBLIC COMMON CARRIER on the number of hours and the reason for such delay.
- (iv) Loss resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, terrorism, or action taken by governmental authorities in hindering, combating or defending against such an occurrence, detention or destruction under quarantine or customs regulations, confiscation by order of any government of public authority or risk of contraband or illegal transportation or trade.

## **SECTION 9 FLIGHT DELAY**

The Company will pay the INSURED up to the maximum amount shown on the POLICY SCHEDULE, subject to any EXCESS, in the event that the PUBLIC COMMON CARRIER in which the INSURED has arranged to travel on his/her INSURED TRIP is delayed from the departure or arrival time specified in the INSURED person's original itinerary as a result of mechanical and/or electrical breakdown of the PUBLIC COMMON CARRIER, adverse weather conditions, strike or industrial action.

The period of delay will be calculated from either:

- (i) Departure delay will be calculated from the original scheduled departure time of the PUBLIC COMMON CARRIER specified in the itinerary supplied to the INSURED until the actual departure time
  - (a) of the original or
  - (b) first available alternative transportation offered by that



PUBLIC COMMON CARRIER or

- (ii) Arrival delay will be calculated from the original scheduled arrival time of the PUBLIC COMMON CARRIER specified in the itinerary supplied to the INSURED until the actual arrival time
  - (a) Of the original PUBLIC COMMON CARRIER or (b) first available alternative transportation offered by that PUBLIC COMMON CARRIER.

Subject to the following provisions and limitations:

- (i) The INSURED can only claim for either departure or arrival delay of the same PUBLIC COMMON CARRIER.
- (ii) If the INSURED has consecutive connected flights, each period of delayed hours cannot be accumulated and the cause of the delay must be due to the above mentioned reasons.

Subject to the following exclusions:

This section does not cover:

- (i) Any circumstances leading to the relevant delay of the INSURED TRIP which is existing, expected to occur or announced before the INSURED TRIP was booked.
- (ii) Any loss arising from late arrival of the INSURED at the airport or port (i.e. arrival at a time later than the time required for check-in or booking-in except for the late arrival due to strike by the employees of the PUBLIC COMMON CARRIER or adverse weather conditions).
- (iii) Any loss in relation to alterations to schedules that is not verified by the airline, travel agency or other relevant organizations.
- (iv) The delay is caused by the coach, train, ship or aircraft being ordered by a port authority or the civil aviation authority or similar organization to stop your INSURED TRIP.
- (v) Any loss not substantiated by written confirmation from the PUBLIC COMMON CARRIER on the number of hours and the reason for such delay along with the scheduled and actual departure times and confirmation of the INSURED's check in.

#### **SECTION 10 MISSED DEPARTURE**

The company will reimburse the INSURED up to the maximum amount shown on the POLICY SCHEDULE for extra and necessary accommodation, telephone calls, meals and local public transportation expenses to all the INSURED to carry on with his or her INSURED TRIP, in the event the INSURED person arrive at the departure point too late (pass the departure time of the PUBLIC COMMON CARRIER) on either the outward or return journey as a result of the following:

- (i) The public transport services on which the INSURED is

travelling are affected by a strike, industrial action, bad weather or mechanical breakdown.

- (ii) The vehicle in which the INSURED is travelling is damaged in an accident or breaks down.

Subject to the following exclusion(s):

This section does not cover:

- (i) Any loss if the strike or industrial action is existing, expected to or announced before the scheduled departure time of the INSURED TRIP.
- (ii) Any accidental damage or breakdown of the vehicle in which the INSURED is travelling if the vehicle is not in good mechanical or roadworthy condition due to neglect.
- (iii) Any loss arising from the INSURED's failure to allow sufficient time to reach the departure point, or due to traffic congestion.
- (iv) Any loss not substantiated by a written confirmation from a motor vehicle repairer or recovery company if the vehicle in which the INSURED person is travelling breaks down or is damaged in an accident.

#### **SECTION 11 MISSING FLIGHT CONNECTION**

The company will reimburse the INSURED up to the maximum amount shown on the POLICY SCHEDULE, subject to any EXCESS, for the reasonable, necessary and additional expenses for replacement of flight ticket, in the event the INSURED unforeseeably and through no fault of his/her own is delayed by the PUBLIC COMMON CARRIER during the INSURED TRIP to reach one connecting flight as specified in the INSURED's original itinerary. Therefore, causing the INSURED person to miss the connecting flight to reach the final destination as specified in the INSURED's original itinerary.

Subject to the following provisions and limitations:

- (i) Means of transportation or flight ticket has been booked and paid for at least twenty four (24) hours before scheduled departure and not before the insurance period.
- (ii) The INSURED can only claim for either departure or arrival delay of the same PUBLIC COMMON CARRIER

Subject to the following exclusions:

This section does not cover:

- (i) Any circumstances leading to the relevant delay of the connecting flight during the INSURED TRIP which is existing, expected to or announced before the INSURED TRIP was booked.
- (ii) Any loss arising from late arrival of the INSURED at the connecting airport or port (i.e. arrival at a time later than the time required for check-in or booking-in except for the late arrival due to strike by the



employees of the PUBLIC COMMON CARRIER

- (iii) Any loss in relation to alternations to schedules this is not verified by the airline, travel agency or other relevant organizations.
- (iv) Any loss or circumstances covered by any other insurance scheme, government programme or which will be paid or refunded by travel agency, tour operator, PUBLIC COMMON CARRIER or other provider.
- (v) The delay is caused by the coach, train, ship or aircraft being ordered by a port authority or the civil aviation authority or similar organization to stop your INSURED TRIP.
- (vi) The INSURED declines an alternative service to be provided by the PUBLIC COMMON CARRIER.
- (vii) Any loss not substantiated by written confirmation from the PUBLIC COMMON CARRIER on the reason for such delay being along with the relevant receipts.
- (viii) Connecting flight waiting time in connecting airport is less than (3) hours.

#### **SECTION 12 MUGGING**

The Company will pay the INSURED the amount of cash stolen up to the maximum amount shown on the POLICY SCHEDULE, in the event of a mugging involving a violent and threatening attack to the INSURED during the INSURED TRIP rendering the INSURED with bodily injury requiring immediate medical treatment.

Subject to the following provisions and limitations:

- (a) Loss to be substantiated by a written report from the qualified medical practitioner.
- (b) Loss to be sustained by a written report from the police or proper authority stating among others the location, date and precise time of the assault as well as the amount of cash stolen along with the witness testimony.
- (c) If cash is withdrawn from an automatic teller machine (ATM) then provide a copy of the bank statement showing the date and amount withdrawn as well as the time of withdrawal.
- (d) Any other document "The Company consider necessary for the valuation of the claim and indemnity assessment to be provided at the Company's request.

Subject to the following exclusions (s):

This section does not cover:

- (i) Any loss due to mugging carried out directly or indirectly by close relatives, close business partners or travel companion.
- (ii) Any loss or damage resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, terrorism, or action taken by government

authorities in hindering, combating or defending against such an occurrence, destruction under quarantine or customs regulations, confiscation or detention by customs or other government officials or risk of contraband or illegal transportation or trade.

#### **SECTION 13 CREDIT CARD FRAUD**

The Company will reimburse the Insured up to the maximum amount shown in the POLICY SCHEDULE, subject to any EXCESS, in the event of loss of or THEFT of the INSURED's credit or debit card by a THIRD PARTY during the INSURED TRIP, for the transactions fraudulently made by a THIRD PARTY using the stolen credit or debit card.

The coverage starts from the moment the first transaction takes place and lasts for a maximum of forty eight hours or until notification to the bank that the card is lost or stolen whichever occurs first.

Subject to the following exclusion(s):

This section does not cover:

- (i) INSURED below the age of eighteen (18) years
- (ii) Any loss or damage resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, terrorism, or action taken by government authorities in hindering, combating or defending against such an occurrence, destruction under quarantine or customs regulations, confiscation or detention by customs or other government officials or risk of contraband or illegal transportation or trade.
- (iii) Any loss or circumstances covered by any other insurance scheme, private programme or which will be paid or refunded by the employer, financial provider or other provider.
- (iv) Any loss not reported to the police within twenty-four (24) hours from the occurrence of the incident and a police report for such loss not having been obtained.
- (v) Any loss not substantiated by written confirmation from the PUBLIC COMMON CARRIER where the loss occurred in their custody.
- (vi) Claims arising from a journey solely within the country of residence.
- (vii) Cash contained in the lost or stolen wallet.
- (viii) Cards that have expired, been cancelled or withdrawn.
- (ix) The INSURED not taking all normal precautions to secure the safety or recover stolen credit or debit card, and must not leave it unsecured or unattended at any time in a place to which the public have access.
- (x) Stolen credit or debit card when it is left unattended in a public place, in unlocked vehicle or in vehicle which is left unattended with no one inside.



- (xi) THEFT due to unattended property.
- (xii) THEFT carried out directly or indirectly by close relatives, close business partners or TRAVEL COMPANION.
- (xiii) THEFT by deception.

#### **SECTION 14 COMPASSIONATE VISIT**

The company will reimburse up to the maximum amount shown on the POLICY SCHEDULE, in the event that the INSURED has suffered from injury or illness during the insured trip and being confined in a HOSPITAL for over (6) six consecutive days, for the following one (1) economy class round trip airfare for one (1) close relative, CLOSE BUSINESS PARTNER or a qualified nurse, who is required on medical advice by the medical practitioner to travel to, remain with, take care and/or escort the INSURED.

Subject to the following provisions and limitations:

- (i) This coverage can only be utilized once during any one (1) INSURED TRIP.
- (ii) This coverage must be approved and recommended by the medical practitioner.

#### **SECTION 15 PERSONAL LAPTOP/COMPUTER**

The company reimburse the INSURED up to the maximum amount shown on the POLICY SCHEDULE, subject to any EXCESS, for the cost of replacement or repair in the event of accidental loss of or damage to the LAPTOP COMPUTERS belonging to and being carried by the INSURED person during the INSURED TRIP subject to the following provisions and limitations:

- (i) The Company may, at its option, make payment, reinstate or repair subject to due allowance for wear and tear and depreciation.
- (ii) If any damaged article is proven to be beyond economical repair, a claim will be dealt with as if the article has been lost.

Subject to the following exclusion(s):

This section does not cover:

- (i) Any claims arising from loss due to confiscation or requisition by customs or other officials or authorities.
- (ii) Any unexplained loss or mysterious disappearance.
- (iii) Any loss or damage caused by wear, tear, gradual deterioration insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials or its resulting loss or damage.
- (iv) Any loss or damage resulting directly or indirectly

from insurrection, rebellion, revolution, civil war, usurped power, terrorism, or action taken by government authorities in hindering, combating or defending against such an occurrence, destruction under quarantine or customs regulations, confiscation or detention by customs or other government officials or risk of contraband or illegal transportation or trade.

- (v) Any loss of or damage to property not being on the same PUBLIC COMMON CARRIER of the INSURED or mailed or shipped separately.
- (vi) LAPTOP COMPUTERS in transit or check-in on an INSURED TRIP and not in the INSURED's custody or control.
- (vii) Any loss of or damage whilst being shipped as a freight or under a bill of lading.
- (viii) Any loss of or damage which resumes to function normally after it has been fixed or repaired by a THIRD PARTY with no additional costs incurred to the INSURED.
- (ix) Any loss of property when it is left unattended in public place or in motor vehicle.
- (x) The INSURED not taking all normal precautions to secure the safety of or minimize loss or damage to his/her LAPTOP COMPUTERS and must not leave it unsecured or unattended at any time in a place to which the public have access.
- (xi) Any loss of data recorded on LAPTOP COMPUTERS.
- (xii) Any loss of or damage to property while in the custody of a hotel or PUBLIC COMMON CARRIER, unless reported immediately on discovery in writing to such hotel or PUBLIC COMMON CARRIER within twenty four (24) hours and a Property Irregularity Report obtained in the case of the event occurred in an airline.
- (xiii) Any loss not reported to the local police or public authority within twenty four (24) hours of discovery and such report is not obtained.
- (xiv) Any loss or damage not substantiated by written confirmation from the PUBLIC COMMON CARRIER where the loss or damage occurred in their custody.
- (xv) Any loss or damage not substantiated by travel tickets, tags and relevant receipts.
- (xvi) Any loss of or damage INSURED under any other insurance certificate / policy.
- (xvii) Loss of or damage to LAPTOP COMPUTERS left unattended unless
  - a. left in your locked accommodation throughout the INSURED TRIP
  - b. left in the locked boot or locked covered luggage



area of the aircraft and following physical evidence of forcible entry.

(xviii) LAPTOP COMPUTERS with any problems or defects triggered from software and malicious code (including but not limited to download of such software)

#### **SECTION 16 LEGAL ASSISTANCE**

The Company will reimburse the INSURED up to the maximum amount shown on the POLICY SCHEDULE, for the necessary incurred legal expenses in the event of false arrest or wrongful detention by any Government or Foreign Power to the INSURED person during the INSURED TRIP.

#### **CONDITION**

The INSURED shall refrain from taking legal proceedings on his own without consulting the Insurer beforehand, failing which there is no entitlement under this cover.

#### **SECTION 17 BAIL BOND**

The Company will reimburse the INSURED up to the maximum amount shown on the POLICY SCHEDULE, for the necessary incurred bail bond required by judicial authorities to guarantee provisional release from custody following a contravention or infringement of the INSURED person during any INSURED TRIP without willful intent of current statutory and administrative provision of the visited country, the necessary amount to be made available as an advance.

The amount of the bail bond that has been advanced is refundable:

- (1) As soon as it is returned in the event of cancellation of the proceeding or acquittal or
- (2) Within 15 days of the court decision which becomes enforceable if a sentence is passed.

In all cases, within three months from the date of payment

These extensions can be opted only under FOLLOWING POLICIES ONLY:

continued...



## Extensions

1. TERRORISM (OPTIONAL) (AVAILABLE FOR TOKIO SUPREME and TOKIO FAMILY)

This section is only in force if the appropriate premium has been paid and shown on your POLICY SCHEDULE.

Following **three triggers** need to occur, before an INSURED person can file a claim:

- (1) An actual terrorist incident had to happen
- (2) This terrorist incident poses a threat to the life of the INSURED person
- (3) This extension should be opted by the client to be covered and stated in the schedule of the policy.

### WHAT ARE YOU COVERED FOR

With the exception of Section (6) Personal Liability, the cover provided by this Policy extends to include injury loss or damage to a person INSURED as an innocent bystander by an Act of Terrorism.

For the purpose of this policy, "Innocent Bystander" means, someone who is in a particular place by chance when an act of Terrorism happens, but is not involved in it.

Limit: Section Limit under which the claim is made but not exceeding USD 100,000/- per person INSURED.

### EXCLUSIONS

- a. If the Terrorism extension option was not selected and stated in the schedule
- b. If this policy was purchased and travel booked after the onset of Terrorism within the INSURED's travel destination.
- c. Unless the Terrorism attack occurs within the city of destination and/or departure.
- d. Unless the Terrorism attached occurs within 30 days prior to the departure date.
- e. If it is any consequence of any act of Terrorism involving the release of germ disease or other chemical or biological contagious or contaminants, the use or threat of use of any nuclear device or radioactive substance.
- f. If there was no valid claim under the terms and conditions applicable to the relevant schedule.
- g. If the aggregate liability under this policy exceeds \$100,000/- for any person INSURED during the Period of Insurance.
- h. Any liability under Section 6 Personal liability is excluded.

Please refer to Sections General Exclusions, Condition and Claims section that also apply to the above

### WINTER SPORTS COVER COVER SKI PACK

The amount shown in your summary of cover in total for your ski pack costs that have been paid for and that cannot be recovered from anywhere else if:

- a. The journey had to be cancelled or curtailed
- b. The INSURED cannot ski because of an injury or illness during the journey.

### EXCLUSIONS

All exclusions applicable under Section 5 Cancellation and Curtailment will be applicable for this extension also

All exclusions applicable under Section 2 Emergency medical and associated expenses will be applicable for this extension also

### DELAYED SKI EQUIPMENT

The amount shown in the summary of cover in total for the hire of alternative ski equipment if the INSURED's is temporarily lost or stolen on their outward journey for more than 6 hours from when they arrive at their destination.

### EXCLUSIONS

All exclusions applicable under Section 3 Personal Baggage will be applicable for this extension also

### SKI EQUIPMENT

The amount shown in the summary of cover in total for the ski equipment (including ski equipment the INSURED is/are legally liable for) and ski pass that is damaged, stolen, lost or destroyed on the journey.

There is also a single article limit of the amount shown in the table of benefits, whether jointly owned or not.

### NOTE

It will be our decision to pay either:

- (i) The cost of repairing the items.
- (ii) To replace the belongings with equivalent items;
- (iii) The cost of replacing the items. An amount for wear, tear and loss of value will be deducted.



### **EXCLUSIONS**

1. Items lost from an unattended motor vehicle, trailer or caravan
2. Any item which the INSURED leaves unattended in a public places
3. All exclusions applicable under Section 3 Personal Baggage will be applicable for this extension also

### **PISTE CLOSURE**

The Company will pay for one of the following, if it is not possible for the INSURED to ski or snow board at INSURED pre-booked ski resort, because the ski- lifts and ski-schools that the INSURED are due to use are closed as a result of adverse weather conditions

- a. up to the amount shown in the INSURED summary of cover for the cost of extra transport or lift passes to let you ski or snow board at another resort or
- b. up to the amount shown in your summary of cover in total if no other resort is available

### **EXCLUSIONS**

- a. Any compensation for the first full 24 hours at your booked ski resort.
- b. Any journey in your HOME country.
- c. Any claim unless you have a letter from the ski-lift or ski-school operators giving the reason for closing the piste and showing the number of days the piste was closed during your journey.
- d. Compensation which you can get from your tour operator or anywhere else.

- e. Costs if the ski-lifts or ski schools in your pre-booked resort were closed when your policy or travel tickets for your journey were issued, if this is less than 14 days before the beginning of your journey.
- f. Any journey that takes place outside a recognized ski resort or the official resort opening dates.

### **DOCUMENTS REQUIRED TO SUBMIT A CLAIM**

#### **SKI PACK**

- a. Medical evidence from the treating doctor to confirm the illness or injury or treatment given including HOSPITAL admission / discharge if this applies.
- b. If you are advised by a doctor at your resort that you cannot take part in your pre-booked ski activities because of medical reasons, you should obtain a medical certificate from them confirming this.

#### **SKI EQUIPMENT**

- a. All appropriate evidence requested under the heading "Personal baggage and Personal money in this section
- b. Al hire receipts and luggage labels / tags.
- c. A written report from your airline or other carrier if your ski equipment is delayed or misdirected.

#### **PISTE / AVALANCHE CLOSURE**

Written confirmation from your tour operator, the local piste authority or ski lift operator confirming the reason for the closure and duration



## Exclusions

### APPLICABLE TO

#### SECTION 1 PERSONAL ACCIDENT SECTION 2 MEDICAL AND ASSOCIATED EXPENSES SECTION 6 PERSONAL LIABILITY

1. This insurance does not cover any consequence whether direct or indirect of:
  - a. Wilfully self-inflicted injury or illness, racing, motor rallies and competitions, mountaineering where ropes or guides are normally used, rock climbing, pot-holing, hang-gliding, parachuting, aviation (except when travelling solely as a passenger), venereal disease, pregnancy, intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction.
  - b. Illness, disease, infirmity or disablement existing and known to the INSURED at the time of commencement of this insurance or of a recurrent or continuing nature suffered in the 12 months prior to the date of application and/or commencement of this insurance.
  - c. Holiday booked against medical advice or where a terminal prognosis has been given for the purpose of obtaining medical treatment.
  - d. Bodily injury or disease sustained while taking part in work of any kind during the holiday other than clerical duties.
  - e. Any claim arising directly or indirectly from death, injury, illness, expense or other liability attributable to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immunodeficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused
  - f. Bodily injury sustained while taking part in Winter sports, Motor Cycling, (whether a driver or passenger) other than Mopeds hired on holiday overland travel or any holiday booked for the purpose of participating in any sport or hazardous recreation unless the appropriate additional premium is paid and accepted by the Company.
  - g. Mental illness, psychiatric and/or psychological disorders.
  - h. Motion sickness
  
2. (Section 2 only) this insurance does not cover the first amount (shown in the schedule as the EXCESS) of any

claim in respect of such occurrence.

#### SECTION 3: PERSONAL BAGGAGE AND MONEY SECTION 4: LOSS OF PASSPORT

This insurance does not cover

- a. Loss or damage arising from delay or from confiscation or detention by customs or other officialL
- b. Loss of or damage to stamps, documents or contact or corneal lenses
- c. The first amount (shown in the schedule as the EXCESS) of any claim in respect of each occurrence
- d. Loss or damage caused by wear and tear, depreciation, mechanical or electrical breakdown or derangement, loss or damage by process of cleaning, repairing or restoring any article, action of light or atmospheric conditions, moth, vermin or any other gradually operating cause
- e. Losses not reported to the police within 24 hours of discovery
- f. MONEY not held for social or domestic use
- g. Depreciation in value of MONEY or shortages due to error or omission
- h. Loss of MONEY recoverable under any other policy of insurance
- i. Loss of or damage to unattended baggage or unattended MONEY while away from the INSURED's personal accommodation other than THEFT from the locked baggage, boot or locked glove compartment of the INSURED's vehicle provided there is evidence of forced entry and in the case of estate or hatchback cars or similar vehicles the luggage cover or parcel shelf must have been in place.
- j. Loss or damage caused by wilful act of the INSURED.
- k. Loss or damage while in custody of cleaners and/or repairers
- l. Loss of or damage to valuable and/or personal money while in transit by air and outside the INSURED's contro
- m. Loss of or damage to baggage shipped as freight under a bill of lading, airway bill or similar documents.
- n. Loss of or damage to household goods, personal home computers and office machinery/equipment.



## **SECTION 6 PERSONAL LIABILITY**

The Company shall not be liable in respect of:

1. Injury to any person who is under a contract of service or apprenticeship with the INSURED when such injury arises out of and in the course of his/her employment by the INSURED.
2. Loss of or damage to property belonging to or held in trust by or in the custody or control of the INSURED
3. Injury, loss or damage caused direct or indirectly by or through or in connection with any mechanically propelled vehicle or aircraft when the INSURED is the owner, driver or pilot thereof or is the person having it in his/her custody or control or such driver or pilot or person is the servant or agent of the INSURED
4. Injury, loss or damage arising, directly or indirectly in connection with:
  - (a) The ownership or occupation of land buildings (other than the INSURED's private dwelling house) immobile property or caravans
  - (b) Watercraft owned by the INSURED or hired by him/her under a hire-purchase agreement.
  - (c) Any wilful or malicious act
  - (d) The carrying on of any trade, business or profession
  - (e) Liability attaching to the INSURED by reason of an express term of any contract unless such liability would have attached to the INSURED notwithstanding such term.

## **SECTION 3: PERSONAL BAGGAGE AND MONEY** **SECTION 5: CANCELLATION AND CURTAILMENT**

- 1) Any loss or destruction of or damage to property or consequential loss arising therefrom or any other loss, cost or expense directly or indirectly caused by or consisting of or arising from or
- 2) Any legal liability directly or indirectly caused by or contributed to, by or arising from the inability or failure of any computer data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the INSURED or not and whether occurring before, during or after the year 2000.
  - a. correctly to recognize any date as its true calendar date or
  - b. To capture, save or retain and/or correctly to manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date or

- c. To capture, save or retain and/or correctly to manipulate, interpret or process any date or information as a result of the operation of any command which has been programmed into any computer software which causes loss of data or information or the inability to capture, save, retain or correctly to process such data or information on or after any date.

## **GENERAL EXCLUSIONS**

### **NUCLEAR RISK EXCLUSION**

- 1) This insurance policy does not cover any loss, damage expense etc., directly or consequently of:
  - a) Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - b) Any legal liability of whatsoever natureDirectly or indirectly cause by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, only combustion shall include any self-sustaining process of nuclear fission.
- 2) Any loss, destruction, damage or legal liability, directly or indirectly cause by or contributed by or arising from any nuclear weapons material

### **WAR & ALLIED PERILS (INCLUDING TERRORISM & SABOTAGE) RISKS EXCLUSION**

- 1) Any consequence whether directly or indirectly, proximately or remotely occasioned by or contributed to by or traceable to or arising in connection with
  - i) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
  - ii) Mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power, strike, riot or civil commotion
  - iii) Any act or any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence (the policy excludes all risks of terrorism & sabotage)
  - iv) Martial law or state of siege or any events or



causes which determine the proclamation or maintenance of martial law or state of siege.

(Hereinafter for the purpose of this Exclusion called "The Occurrences")

Any consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise) whether directly or indirectly, proximately or remotely, occasioned by or contributed to by or traceable to or arising in connection with any of the said Occurrences shall be deemed to be consequences for which the Company shall not be liable under this Policy except to the extent that the INSURED shall prove that such consequence happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of this Exclusion, any consequence is not covered by the Policy, the burden of proving that such consequence is covered shall be upon the INSURED.

Excluding big game hunting, BMX stunt riding bob sleighing boxing bungee jumping mountain climbing canyoning gliding go karting gymnastics hand gliding heli-skiing high diving (other than from a purpose built diving board over a manmade swimming pool) horse riding hot air ballooning jousting kite surfing martial arts micro-lighting motor cycling motor rallies or competitions outdoor endurance outward bound courses racing of any kind paragliding para-sailing parascending safaris (with guns) potholing or other underground activities racing on foot) sailing offshore scuba /snuba diving (below 30 meteres) show jumping skydiving / parachuting sky surfing snowboarding (without a leash) speed or endurance contests of any kind stunt events water ski jumping white water rafting winter sports wrestling

Pursuit of adventure sports (winter sports unless the extension has been purchased and specifically stated as covered in the schedule), however excluding the professional practice of these activities in competition.



## Claims Procedure

### FOR EMERGENCY

when you are in a foreign country contact:

US Toll Free. 877-826-2942

US Toll Free 603-952-2656

UK Toll-Free: 0800-021-1016

France Toll-Free: 0805 370-129

All other geographies:

The insured will have to call +001.603.952.2656

(chargeable as per your telecom provider)

Claims must be reported to Tokio Marine Offices along with proof of travel, copy of ticket or boarding pass need to be provided within 30 days of any ACCIDENT or illness or if there is no ACCIDENT or illness within 30 days from the end of the Trip.

### **TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.**

AGENTS FOR UAE:

AL FUTTAIM DEVELOPMENT SERVICES CO LLC

Office No. 302-305, Floor No. 3, Single Business Tower,

Near Business Bay Metro Station, Sheikh Zayed Road,

PO Box No. 152, Dubai, UAE.

Tel No. +971 4 3502777 , Fax No. +971 4 3502888

Email: genclaims@tmnf.ae

e-mail:<https://www.tmnf.ae/>

### CLAIMS CONDITIONS:

#### FRAUDULENT CLAIMS

If any claim under this policy be in any respect fraudulent or if any fraudulent means or devices be used by the INSURED or anyone acting on his behalf to obtain an indemnity under this policy or if any loss, destruction or damage be occasioned by the wilful act or with the connivance of the INSURED person all rights under this policy shall be forfeited.

#### 2. DUTIES OF THE INSURED

On the happening of any event likely to give rise to a claim under this policy, the INSURED shall:

- (1) Where property is lost, stolen or maliciously damaged, immediately notify the police and obtain a Police report and take all reasonable steps to recover the property.
- (2) Within thirty days of the event (unless a further time has been allowed in writing by the Company) report in writing to the company at the address stated overleaf and at his/her own expense provide all certificates, information and evidence required by the Company in such form and of such nature as the Company may prescribe at the expense of the INSURED or his/her legal personal representative(s) including proof of ownership and value.
- (3) Immediately forward all correspondence, legal process and other document to the Company unanswered

Refrain from discussing liability with any THIRD PARTY.

- (1) Where baggage is lost or damaged while in custody of carriers, immediately notify such carriers in writing and obtain a report from the carrier.
- (2) Where baggage is delayed, obtain written confirmation from the airline or other carrier of the number of hours of delay



### **CLAIMS CO-OPERATION**

The INSURED shall at the request and expense of the Company do and concur in doing and permit to be done all such acts as may be necessary or reasonably required by the Company for the purpose of:

Enforcing any rights and remedies or

Of obtaining relief or indemnity from other parties to which the Company shall or would become entitled or subrogated upon its paying for or making good any loss, destruction or damage under this policy whether such acts shall be or become necessary before or after his/her indemnification by the Company.

The INSURED or the INSURED person(s) shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

The Company shall be entitled if it so desires to take over and conduct in the INSURED's or the INSURED Persons' name the defense or settlement of any claim or to prosecute in his name for his own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

Benefits under Section 1 of this Policy shall be payable to the INSURED person who is the subject of a claim or his/her legal personal representative(s) whose receipt shall be a valid discharge of the company's liability.

In respect of any claim or series of claims for which this policy provides an Indemnity for an INSURED's legal liability, the Company may at any time pay to the INSURED, the Limit of Indemnity after deduction of any sum(s) already paid as compensation or any lesser amount from which such claim(s) can be settled and upon such payment being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

If at the time any claim arises under this Policy, there is any other insurance covering the same liability, loss or damage, the Company shall not be liable to contribute more than its ratable proportion.

If any difference arises out of this Policy, the Company shall immediately notify the INSURED in writing of his right to refer the difference to arbitration. Such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of the two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators. Before entering upon the reference The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 (Twelve) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and time-barred and shall not thereafter be recoverable hereunder.



## General Conditions

### 1. POLICY AND INTERPRETATION

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

### 2. PRIVACY OF CONTRACT

This Policy of Insurance is a private and exclusive contract between the INSURED and the Company. All benefits, rights and obligations under the terms hereof belong to or are owned by the INSURED and the Company. The Company is under no obligation whatsoever to defend, settle, compromise or otherwise respond to any action or claim brought directly and solely against the Company in respect of any risk covered by this Policy by any person who is not a party to the said contract.

Nothing in this clause or Condition or in the contract generally shall prevent the Company from exercising its rights of subrogation against any person who is not a party of this contract.

### 3. PROPOSAL FORM

The Proposal form completed by the Insured is the basis of this contract and the statements, answers declarations and any material information provided to the Company are true and complete. In the event of misrepresentation, misdescription or non-disclosure of such information, this Policy shall be voidable.

### 4. REINSTATEMENT OR REPLACEMENT OF PROPERTY

The Company may at its option repair, reinstate or replace the property lost or damaged or any part thereof instead of paying the amount of loss or damage but in no case shall the company be bound to expend in repair, reinstatement or replacement more than the SUM INSURED or any single article limit as may be applicable.

### 5. REASONABLE CARE AND PRECAUTION

The INSURED shall take all reasonable precautions to prevent accidents, loss or damage and for the safety of the property and/or money insured.

### 6. ALTERATIONS TO POLICY

No alteration in the terms of this Policy will be held valid unless the same is signed or initialed by an authorized Official of the Company

### 7. CANCELLATION (APPLICABLE TO ANNUAL POLICIES ONLY)

The Company may cancel this Policy by sending seven days' notice by registered letter to the INSURED at his last known address and in such event, the INSURED shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

### 8. ALTERATION OF RISK (APPLICABLE TO ANNUAL POLICIES ONLY)

If Section 1 – Personal Accident, is operative, the INSURED shall on tendering any premium for the renewal of this Policy give written notice to the Company of any physical defect or infirmity or MEDICAL CONDITION of the INSURED Person(s) of which the INSURED has become aware since the payment of the last premium.

### 9. DECLARATIONS (APPLICABLE TO ANNUAL POLICIES ONLY)

The INSURED shall make periodical declarations of all 'Trips' as defined herein and at the end of each Period of Insurance, the deposit premium shall be adjusted on the basis of such declarations by payment of an appropriate additional or return premium subject to the agreed minimum annual premium

### 10. OBSERVANCE OF TERMS

The due observance and fulfillment of the Terms, Limitations, Warranties and Conditions of this Policy so far as they relate to anything to be done or complied with by the INSURED shall be conditions precedent to any liability of the Company to make any payment under this Policy.

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#### Tokio Marine & Nichido Fire Insurance Co. Ltd.

Agents For UAE: Al Futtaim Development Services Co.LLC

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