

**Al-Zagel
Takaful Travel
Insurance**



For all that matters

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 firsttakaful  firsttakaful  1st_takaful  1st_takaful

Pre-amble to Takaful Contract

This Takaful Contract is made between the Participant and First Takaful Insurance Company, hereinafter referred to as the 'Company'. The Company has been incorporated in Kuwait and has been licensed by the consent of the competent authorities for the purpose of practicing Takaful business. To ensure compliance with the rules and principles of the Islamic Sharia Provisions, the Company has appointed a Sharia Supervisory Board for the vetting of all the Company's operations.

Important Definition for Takaful

Participant: means the individual or legal entity that enters into this Takaful.

Contribution: means the payment of an amount (premium) by the way of donation (Tabarru) by a Participant to the Takaful Fund.

Protection: means coverage or insurance by this Takaful.

Schedule of Takaful Fees: means the schedule which containing the fees to be charged by the Company to the Fund.

Sharia Provisions: means the Islamic Sharia Provisions interpreted by the Sharia Supervisory Board.

Sharia Supervisory Board: means a committee of renowned independent sharia scholars engaged by the Company to advise and provide guidance on sharia issues.

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1. Introductory clauses

PERIOD OF PROTECTION

This Contract's protection will commence on the Start Date of Cover appearing on the Contract Schedule.

This Contract will provide cover for Protected Journeys that are:

- Booked after; or
 - Commenced after; the Start Date of Cover appearing on the Contract Schedule.
- until the earlier of the date the Participant returns from his Protected Journey or the expiration date shown on the Contract Schedule.

This Policy will run until cancellation or the expiration date shown on the Contract Schedule, or if earlier the date the Participant returns from his covered Journey.

For Annual multi-trip plans, cover will terminate on the Participant's return to the Point of Departure and recommence on his next covered Journey.

The maximum period for any covered Journey is restricted to 90 days for single trip policies and Annual multi-trip plans.

This Contract cannot be cancelled following the Start Date of Cover.

CONTRIBUTION

The Participant is liable for the Contribution; the Contribution is payable in advance and the Company shall not be liable for any claim arising under this Contract that occurs prior to receipt of the Contribution. The Company shall not be obliged to accept Contribution 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 Contribution at any time. Such proof must be to the Company's satisfaction.

MAXIMUM AMOUNT PAYABLE

No Participant shall be entitled to recover a benefit exceeding %100 of the sum for any Covered Event as reflected in the Table of Benefits.

If two or more travel Contracts issued by the Company or any other member company of the company apply to the same claim, the maximum amount payable by the Company under all such Contracts shall not exceed the limit of liability of whichever of such Contracts has the highest applicable limit of liability. Nothing contained herein shall be construed to increase the limit of liability of this Contract.

CANCELLATION/TERMINATION

Cancellation

The Company may cancel the Contract at any time by written notice delivered to the Participant or mailed to the last address as shown by the records of the Company stating when not less than seven (7) days thereafter such cancellation shall be effective. Such cancellation shall be without prejudice to any valid claim-originating prior thereto.

In the event the individual insurance offered to a Participant under the Contract for which the Contribution has been paid in advance is cancelled by written notice delivered to the Company and by returning the original copy of the Contract (if applicable) prior to the Covered Journey commencements, 95% of the Contribution shall be refunded.

In the event of termination of Cover of the insured person due to payment of the Principal Sum, the Company will not refund any Premium.

TERMINATION

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

1. The date of the Participant's return to the Point of Departure in his Country of

Residence. For Annual Multi Trip Plans, cover will terminate on the Participant's return to the Point of Departure and recommence on his next covered Journey; or

2. The date that the Participant reaches the maximum age for the cover selected.
3. The expiry date appearing on the Contract Schedule.
4. The date the Contribution is due and not paid.
5. The date the Participant is no longer eligible within the classification of participants.
6. The date the benefits are paid to the extent of the Sum Protected in respect of any Participant.

2. Plans and table of benefits

2.1 PARTICIPANT'S CONTRACT

The Schedule refers to the persons covered under this Contract by reference to the "Plan Selected". The Plan names are as follows:

1. Platinum
2. Gold
3. Silver

2.2 PLATINUM PLAN

Scope /Territory: 24 Hours / Whilst on travel outside Country of Residence (Excluding Afghanistan, Iraq, Cuba and Democratic Republic of Congo)

2.2.1. Table of Benefits

Missed Departure (Pays for actual expenses incurred due to missing the departure and up to the limit stated) Refer to 4.3.11	\$1,000
Assistance Department	Covered
Section 4 - Additional Optional Coverage: Hazardous Sports Benefits	Amount noted for the applicable above cover under Section 1 and Section 2 and 4.4.1 HAZARDOUS SPORTS BENEFITS as above
Terrorism Extension	
Per Tooth	maximum of \$1,000 \$200
Deductible	\$100
Emergency Medical Evacuation	Included in Emergency Medical Expenses
Repatriation of Remains	\$10,000
Section 3 - Travel Inconvenience Benefits	
Baggage Loss (Common Carrier) Refer to 4.3.1 Per Bag Per Item	\$2,500 \$1250 \$125

Baggage Delay (Pays for actual expenses incurred due to the delay and up to the limit stated) - Refer to 4.3.2) Excess	\$50 per hour up to \$1,000 4 Hours
Travel Delay (Pays for actual expenses incurred due to the delay and up to the limit stated) - Refer to 4.3.3 Excess	\$50 per hour up to \$1,000 4 Hours
Personal Liability	\$1,000,000
Hijacking	\$250 per hours up to \$10,000
Emergency Family Travel	\$2,500
Legal Fees	\$5,000
Bail Bond	\$10,000
Loss of Passport	\$500
Trip Cancellation or Curtailment (Non Refundable Travel and Accommodation Bookings) Refer to 4.3.10	\$5,000
Section 4 - Additional Optional Coverage: Hazardous Sports Benefits Terrorism Extension	Amount noted for the applicable cover under Section 1 and Section 2 as above or \$100,000 whichever is less

Family includes Participant, Spouse and unlimited number of Children. Children are charged only 50% of the premium charged for adults. Children are covered for 10% of the Participant's Sum Protected and up to a maximum of \$10,000 under Accidental Death.

2.3 GOLD PLAN

Scope /Territory: 24 Hours / whilst on travel outside Country of Residence (Excluding Afghanistan, Iraq, Cuba and Democratic Republic of Congo)

2.3.1. Table of Benefits

Insured Event	Sum Protected
Section 1 - Personal Accident Benefits	Principal Sum Protected \$25,000
Accidental Death	100% of the Principal Sum Protected
Permanent Partial Disability	% of the Principal Sum Protected as per scale.
Permanent Total Disability	100% of the Principal Sum Protected
Section 2 - Medical and Related Benefits	

Emergency Medical Expenses (Accident & Sickness)	\$100,000
Dental Expenses	\$1,000
Per Tooth	\$200
Deductible	\$100
Emergency Medical Evacuation	Included in Emergency Medical Expenses
Repatriation of Remains	\$7,000
Section 3 - Travel Inconvenience Benefits	
Baggage Loss (Common Carrier) Refer to 4.3.1 Per Bag Per Item	\$1,000 \$500 \$50
Baggage Delay (Pays for actual expenses incurred due to the delay and up to the limit stated) Refer to 4.3.2 Excess	\$50 per hour up to \$500 4 Hours
Travel Delay (Pays for actual expenses incurred due to the delay and up to the limit stated) Refer to 4.3.3 Excess	\$50 per hour up to \$500 4 Hours

Personal Liability	\$500,000
Loss of Passport	\$300
Trip Cancellation or Curtailment (Non Refundable Travel and Accommodation Bookings) Refer to 4.3.10	\$2,500
Assistance Department	Covered
Section 4 - Additional Optional Coverage: Hazardous Sports Benefits	Amount noted for the applicable above cover under Section 1 and Section 2 and 4.4.1 HAZARDOUS SPORTS BENEFITS as above.
Terrorism Extension	Amount noted for the applicable cover under Section 1 and Section 2 as above or \$100,000 whichever is less

Family includes Participant, Spouse and unlimited number of Children.
Children are charged only 50% of the premium charged for adults.

Children are covered for 10% of the Participant's Sum Protected and up to a maximum of \$10,000 under Accidental Death.

2.4 SILVER PLAN

Scope /Territory: 24 Hours / Whilst on travel outside Country of Residence (Excluding Afghanistan, Iraq, Cuba and Democratic Republic of Congo)

2.4.1. Table of Benefits

Protected Event	Sum Protected
Section 1 - Personal Accident Benefits	Principal Sum Protected \$25,000
Accidental Death (Common Carrier Only)	100% of the Principal Sum Protected
Section 2 - Medical and Related Benefits	
Emergency Medical Expenses (Accident & Sickness)	50,000
Dental Expenses	\$1,000
Per Tooth	\$200
Deductible	\$100
Emergency Medical Evacuation	Included in Emergency Medical Expenses
Repatriation of Remains	\$5,000
Section 3 - Travel Inconvenience Benefits	

Assistance Department	Covered
Section 4 - Additional Optional Coverage: Hazardous Sports Benefits Elder Extension up to 75 years	Amount noted for the applicable above cover under Section 1 and Section 2 and 4.4.1 HAZARDOUS SPORTS BENEFITS as above

Family includes Participant, Spouse and unlimited number of Children. Children are charged only 50% of the premium charged for adults.

Children are covered for 10% of the Participant's Sum Protected and up to a maximum of \$10,000 under Accidental Death.

3. Definitions

In this Contract the following definitions apply:

Accident means a sudden unexpected and specific event caused solely and directly by violent, external and visible means which occurs at an identifiable time and place, resulting in Injury.

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

Aids mean an opportunistic infection or a malignant neoplasm. For the purpose of this definition, the term "Acquired Immune Deficiency Syndrome" shall have the meaning assigned to it by the World Health Organization "Acquired Immune Deficiency Syndrome" shall include H.I.V. (Human Immune Deficiency Virus), encephala (dementia) or H.I.V. wasting syndrome.

Beneficiary means the person or persons nominated by the Participant as stated on the

Contract Schedule, if not mentioned then the Beneficiary will be the legal heirs of the Participant. If Family Plan is selected then the beneficiary in case of death of the spouse or the child is the Participant.

Children means the Participant's dependant children who are not in full-time employment and who are between the ages of 3 months and 18 years (or under the age of 23 years provided they are in full-time education), unmarried, not pregnant, without children and primarily dependent on the Participant for support.

Common Carrier means any land, water or air conveyance operated under a valid license for the transportation of passengers for hire.

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 Participant is currently residing and holds a valid residency visa or is born there

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

Effective Date of Protection means the Start Date of Cover as shown on the Contract Schedule. Cover cannot start after a Covered Journey has begun.

Emergency Evacuation means: (a) the Participant medical condition warrants immediate transportation from the place where he is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; (b) after being treated at a local Hospital, his medical condition warrants transportation to the country where the trip commenced to obtain further medical treatment or to recover; or (c) both (a) and (b) above.

Excess or Deductible means the first amount, or period, of each and every loss payable by the Participant.

Hazardous Sports means skiing, land-skiing, mono-skiing, cross-country skiing, heli-skiing, off-piste skiing (only when accompanied by an official guide), ice skating (no speed skating), snow boarding, ski boarding, sledging, tobogganing, fishing, sail boarding,

sailing, surfing, water skiing, wind surfing.

Hospital means a place that: (a) holds a valid license (if required by law); (b) operates primarily for the care and treatment of sick or injured persons; (c) has a staff of one or more physicians available at all times; (d) provides 24-hour nursing service and has at least one registered professional nurse on duty at all times; (e) has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre arranged basis; and (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment centre.

Illness or sickness means any fortuitous sickness or disease contracted, commencing or first manifesting itself during a covered Journey.

Injury means bodily injury caused solely and directly by violent, accidental, external and visible means occurring during the covered Period.

Covered Card means all Credit Cards held by the Participant (s) but not by those under 18 years of age.

Covered Event means an event stated in the purchased plan's Table of Benefits in Section 2.

Covered Journey means a journey commencing at the time when the Participant leaves his home address in his Country of Residence to travel outside the territorial limits of the Country of Residence in a direct, uninterrupted manner, including the return journey to his home address in his Country of Residence. The Covered Journey should start and end in the Participant's Country of Residence and within the time frame of the period of protection.

Participant means the person whose name appears on the Contract, aged between 3 months and 69 years with an optional extension to 75 years under "Silver Plan" only, and with respect to whom Contribution has been paid and who is a permanent resident of the Country of Contract Issuance and holds a valid residency visa. For Family Plan Participant will mean the person whose name appear on the Contract

Schedule as the Participant, his/her spouse, and his/her children also whose names appears on the Contract and with respect to whom Contribution has been paid and who are permanent residents of the country of Contract issuance.

Insurer means the entity underwriting this Contract, herein First Takaful Insurance Company

Manual Labor means physical labor involving the use of hands or the use or operation of mechanical or non-mechanical machinery or equipment.

Medical Expenses means all Reasonable and Customary Charges for Illness or Injury on a Covered 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 the Participant or Participant's Relative.

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

Period of Protection: means the period chosen by the Participant as per the Contract Schedule, for which Contribution has been paid, starting on the Start Date of Cover as shown on the Contract Schedule and expiring at the end of the chosen period.

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

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

Physician means a legally licensed practitioner acting within the scope of his license practicing medicine, and

concerned with maintaining or restoring human health through the study, diagnosis, and treatment of disease and

injury. The attending Physician may not be:

(a) the Insured Person; nor

(b) the Insured Person's Relative.

Point of Departure means the point from which a Participant commences the covered Journey, from within the territorial limits of his Country of Residence.

Contract means this document and Contract Schedule.

Contract Schedule or Contract Confirmation means the document which gives details such as, but not limited to, benefits, Contributions, conditions, limits and cover the Participant has.

Pre-Existing Medical Conditions a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a two year period preceding the Effective Date of Cover, or a condition for which hospitalization or surgery was required within a five year period preceding the Effective Date of Cover.

Professional Player means a Participant 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 Participant is traveling 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 a Participant'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 traveling expenses, excluding telephone costs, meals and beverages of necessity incurred by any one person, who on the advice of a Medical Practitioner appointed by the Company remains with or escorts

the Participant until completion of his Covered Journey or until he resumes the Covered 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 Participant.

Ski equipment means skis, poles, boots and bindings, snow boards or ice skates.

Spouse wherever used in the Contract shall mean the Participant's legally married husband or wife between the ages of 18 years and 69 years with an optional extension to 75 years under "Silver Plan" only.

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.

Third Party means any person other than the Participant, his spouse or common-law partner, child, parent, friend or relative.

Transportation means any land, water or air conveyance required to transport the Participant during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

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.

4. Benefits

4.1 PERSONAL ACCIDENT BENEFITS (AD, PPD, PTD)

If the Participant sustains an Injury resulting in an Covered Event described in the PA Table of Benefits below, the Company will pay the Participant or his legal representative the compensation as stated in the Table of Benefits.

4.1.1 PA TABLE OF BENEFITS

Protected Event Compensation Stated as a Percentage of the Principal Sum Protected

Protected Event	
1. Accidental Death (AD)	
a.	As a result of an Accident 100%
b.	Death as a direct result of exposure to the elements of nature as a direct result of an Accident 100%
2. Permanent Total Disability (PTD)	
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%

3. Permanent Partial Disability (PPD)		
	RIGHT	LEFT
For total loss of an upper member	70%	60%
For total loss of the hand or forearm	60%	50%
For total loss of a lower member above knee	60%	60%
For total loss of a lower member at the level of the knee or below	50%	50%
For total loss of a foot	40%	40%
For total deafness, both ears	40%	
For total loss of visual acuity of one eye	25%	
For total loss of visual acuity of both eyes	100%	
For total loss of speech	100%	

Total, irremediable functional loss of use of an organ or member shall be considered as total loss thereof. For reduced functional use, the stated percentage shall be reduced in proportion to the lost functional use.

In case of occurrence of more than one of the losses specified in the above schedule as a result of any one accident, the total indemnity payable hereunder is established by

adding the indemnity corresponding to each single loss up to a maximum limit of 100% of the Principal Sum.

4.1.2 SPECIFIC CONDITIONS

- The Company will not pay for any benefit in respect of:
 - Permanent Total Disablement except on submission of satisfactory proof to the Company that the disablement will in all probability continue for the remainder of the Participant's life;
 - more than 100% of the sum protected when more than one Injury arises from the same Accident;
 - more than one category for more than 100% of the Principal Sum Protected. The benefit payable will be the highest in the appropriate category.
- If the Participant 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 Section 7.1 in respect of such Participant shall cease.
- The diagnosis and determination of Permanent Total Disablement or any Permanent Disability 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. However: a) for Permanent and Total Loss of Speech, the loss of the ability to speak must be continuous and permanent for at least 12 consecutive months and medical evidence must confirm Permanent and Total Loss of Speech and all psychiatric related causes must be excluded; and b) for Permanent and Incurable Paralysis, the loss of use must be continuous and permanent for at least 12 consecutive months from the onset of the paralysis.

4. If the Participant's existing ailment, infirmity or other abnormal physical or mental condition is aggravated by an Accident, the Benefit amount will be determined by the degree of the deterioration of the existing ailment after the Accident and the Benefit will be paid accordingly. The degree of ailment, infirmity or other abnormal physical or mental condition before the Accident will be determined by medical evidence.
5. If the consequences of an Accident are aggravated owing to the Participant'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 Contributor, for which benefit has been or will be paid under this Policy.
6. If the Participant dies of natural causes prior to the final disablement assessment relating to a Covered Event, the Company will pay what reasonably would have had to be paid for such Permanent Disability in accordance with Specific Condition 1(b) above.
7. Children are covered for 10% of the Participant's Principal Sum Protected and up to a maximum of \$10,000 under Accidental Death and Accidental Death Common Carrier
8. Children are excluded from any benefit for occupational disability under Permanent Total Disablement.

4.1.3 SPECIFIC EXCLUSION

The Company will not be liable to pay any benefit under this section in respect of any Participant for any Protected 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.

4.1.4 ACCIDENTAL DEATH (COMMON CARRIER)

If a covered Injury results in death of a Participant within one hundred eighty (180) days after the date of the accident, the Company will pay the compensation as stated in the Table of Benefits. Injury must occur while the Participant is riding as a passenger in or on, boarding or alighting from, a Common Carrier.

4.2 MEDICAL AND RELATED EXPENSES BENEFITS

4.2.1 EMERGENCY MEDICAL EXPENSES (ACCIDENT & SICKNESS)

If the Participant whilst traveling on a Covered Journey incurs Medical Expenses as a result of Illness or Injury, the Company will pay for those expenses up to the amount as stated in the Table of Benefits.

4.2.1.1 SPECIFIC CONDITIONS

Medical Expenses as a result of emergency dental treatment are limited to dentistry received within 30 days of the Accident.

Medical and Related Expenses shall only be paid until such time as a Medical Practitioner appointed by the Company decides that Participant is capable of being repatriated. If the Participant is capable of being repatriated and elects not to return to the Point of Departure, all expenses incurred in respect of the occurrence including those prior to the date of possible repatriation will be from the Participant's own account.

4.2.1.2 SPECIFIC EXCLUSIONS

The Company will not pay for any medical expenses:

incurred for continuing treatment, including any medication commenced prior to the commencement date of the Covered Journey, which the Participant has been advised to continue whilst on a Covered Journey; or
incurred due to investigatory treatment that is not specified by a Medical Practitioner as immediately necessary; or
for fillings or crowns of precious metal; or
for any procedures relating to dental or oral hygiene; or
for specialist Medical Treatment without referral from a Medical Practitioner; or
relating to contraceptive devices, prosthetic devices, medical appliances or artificial aids; or
for preventative treatment, including but not limited to any vaccination and/or immunization;
Incurred in Country of Residence

4.2.2 DENTAL EXPENSES

The Company will pay for emergency dental treatment to restore dental function or alleviate pain provided by a registered and legally qualified dentist. Where dentistry to restore dental function or alleviate pain is required as a result of Illness or Injury whilst on an International Journey, these expenses will form part of the benefit amount as stated in the Table of Benefits with per tooth limit of \$200.

4.2.3 EMERGENCY MEDICAL EVACUATION

The Company will pay the usual Reasonable and Customary charges up to the maximum shown in the Table of Benefits shown above or covered expenses incurred if Injury or Sickness results in the Participant's necessary Emergency Evacuation. An Emergency Evacuation must be ordered by the Assistance Service or a Physician who certifies that the severity or the nature of the Participant's Injury or Sickness warrants his Evacuation.

Covered expenses are those for Transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with the Emergency Evacuation. All Transportation arrangements made for evacuating the Participant must be by the most direct and economical route possible. Expenses for Transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting; and (c) arranged and authorized in advance by the Assist Service.

4.2.4 REPATRIATION OF REMAINS

The Company will pay benefits up to the amount stated in the Table of Benefits as shown for covered expenses reasonably incurred to return the Participant's body to his country of origin if he dies.

Covered expenses include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffins; and (d) transportation.

4.3 TRAVEL INCONVENIENCE BENEFITS

4.3.1 BAGGAGE LOSS (COMMON CARRIER) (Silver Plan Excluded)

The Company will pay benefits if the Participant's baggage, which is in the care, custody and control of a Common Carrier, is lost due to theft or due to misdirection by a Common Carrier while he is a ticketed passenger on the Common Carrier during the trip. The Company will reimburse up to the maximum shown in the Table of Benefits, for the cost of replacement of the baggage and its contents. All claims must be verified by the Common Carrier.

The maximum amount to be reimbursed per bag is 50% and the maximum amount to be reimbursed per article contained in any bag is 10% of the amount stated in the Table of Benefits. There is also a combined maximum limit of 10% of the Baggage Loss amount stated in the Table of Benefits for the following: jewelry, watches, articles

consisting in whole or in part of silver, gold or platinum, furs, articles trimmed with or made mostly of fur, and cameras, including related camera equipment, computers and electronic equipment.

Loss of a Pair/Set

In case of loss to a pair or set, the Company may elect to:

- (A) Repair or replace any part, to restore the pair or set to its value before the loss;
- or
- (B) Pay the difference between the cash value of the property before and after the loss.

4.3.1.1 SPECIFIC CONDITION

Benefits for baggage and personal effects will be in excess of any amount paid or payable by the Common Carrier responsible for the loss.

Benefits for baggage and personal effects will be in excess of all other valid and collectible insurance. If at the time of the occurrence of any loss there is other valid and collectible insurance in place, the Company will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable deductible.

4.3.1.2 SPECIFIC EXCLUSIONS

Benefits will not be provided for any loss of:

1. Animals, birds, or fish;
2. Automobiles or automobile equipment, boats, motors, trailers, motorcycles, or other conveyances or their appurtenances (except bicycles while checked as baggage with a Common Carrier);
3. Household furniture;
4. Eyeglasses or contact lenses;
5. Artificial teeth or dental bridges;

6. Hearing aids;
7. Prosthetic limbs;
8. Musical instruments;
9. Money or securities;
10. Tickets or documents;
11. Perishables and consumable.
12. Mobile
13. Laptops

Benefits will not be provided for any loss resulting (in whole or in part) from:

1. Wear and tear or gradual deterioration;
2. Insects or vermin;
3. Inherent vice or damage;
4. Confiscation or expropriation by order of any government or public authority;
5. Seizure or destruction under quarantine or custom regulation;
6. Radioactive contamination;
7. Usurped power or action taken by governmental authority in hindering combating or defending against such an occurrence;
8. Transporting contraband or illegal trade;
9. Mysterious disappearance; or
10. Breakage of or damage to the baggage or contents
11. Pilferage or missing contents from baggage

4.3.2 BAGGAGE DELAY (Silver Plan Excluded)

The Company will reimburse the Participant for reasonable essential expenses incurred following the Excess period and up to the amount stated in the Table of Benefits, for the emergency purchase of essential items if his baggage is delayed, misdirected or temporarily misplaced by a carrier.

4.3.2.1 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 Participant must formally notify the relevant carrier airline immediately. Evidence of notification should be provided

4.3.3 TRAVEL DELAY (Silver Plan Excluded)

The Company will reimburse the Participant for reasonable essential expenses incurred caused by unforeseen travel delay and following the Excess period subject to receiving original receipts for the essential expenses incurred up to the amount stated in the Table of Benefits resulting from:

1. Loss or theft of travel documents (travel tickets, passports and visas).
2. An accident or mechanical/electrical breakdown involving the transport in which the Participant arranged to travel or was traveling for the purpose of reaching the Point of Departure and/or departure point from which he/she had intended commencing an onward journey.
3. Delay of a scheduled departure of a Public Conveyance due to: a) industrial dispute, strike or action; or b) adverse weather conditions including cyclones, tornados, floods, typhoons, blizzards, or natural disasters in the country to or through which he/she is traveling; or c) mechanical/electrical breakdown; or d) public transport services failure.

4.3.3.1 SPECIFIC EXCLUSIONS

The Company will not pay for expenses incurred:

1. where comparable alternative onward transportation has been made available to the Participant within the Excess after the scheduled departure time of a booked flight or within the Excess after an actual flight arrival (in the case of a connecting flight); or
2. where the Participant fails to check in according to the itinerary supplied, unless such failure was due to a strike or industrial action; or
3. where the delay is due to industrial dispute, strike or action which existed or for which advance notice had been given on or before the date on which the Covered Journey commenced; or
4. where the delay is due to the withdrawal from service temporarily or permanently of any Public Conveyance on the orders or recommendation of any port authority or the civil aviation authority or any similar body in any country in which advance notice had been given on or before the date on which the Protected Journey commenced; or
5. for carrier caused delays where the cost of expenses is recoverable from the carrier.

4.3.4 PERSONAL LIABILITY (Silver Plan Excluded)

The Company will pay all damages, compensation and legal expenses for which the Participant becomes legally liable up to the amount stated in the Table of Benefits under the plan opted for as a result of his actions causing:

1. Injury, including resultant death, of another person;
2. Loss of or damage to property.

4.3.4.1 SPECIFIC CONDITIONS

1. It is a condition of payment that the Participant does not admit fault or liability to any other person without the Company's prior written consent.
2. No offer, promise, payment or indemnity may be made by the Participant without the Company's prior written consent.

3. The Participant must give the Company written notice with full particulars of an event that may give rise to a claim within 30 days of the conclusion of a Covered Journey.
4. Every letter, writ, summons and process must be forwarded to the Company as soon as possible.
5. The Company is entitled to take over the defense and settlement of claim in the name of the Participant for the Company's benefit. The Company shall have full discretion in the conduct of any proceedings and settlement of the claim.
6. The Company may at any time pay the Participant the amount for which a claim can be settled less any damages already paid. The Company will then be under no further liability other than for costs and expenses incurred prior to making such payment.
7. No indemnity will be provided for legal liability arising from Injury or loss as a result of any willful or malicious act of the Participant.

4.3.4.2 SPECIFIC EXCLUSIONS

The Company will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

1. Injury to the Participant or to any member of his family ordinarily residing with him; or
2. Injury to the Participant or his employees arising out of or in the course of employment; or
3. loss of or damage to property owned by or in control of the Participant or any member of his family ordinarily residing with him; or
4. the ownership, possession or use by or on behalf of the Participant of any caravan, mechanically propelled vehicle (other than golf carts and motorized wheelchairs), aircraft or other aerial device, hovercraft (other than hand-propelled or sailing craft in territorial waters) or animals; or
5. loss of or damage to property or Injury arising out of the Participant's profession,

- business or trade, or out of professional advice given by him; or
6. any policy unless such liability would have arisen in the absence of that policy; or
7. judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within the country where the Policy has been issued or the country in which the event occurred giving rise to the Participant's liability; or
8. any claim for fines, penalties, punitive, exemplary, aggravated or vindictive damages.

4.3.5 HIJACKING (Gold and Silver Plan Excluded)

The Company will pay the Participant's a distress allowance up to the amount stated in the Table of Benefits for every 24 hour period during which any common carrier in which the Participant's are traveling has been hijacked, where as a direct consequence, The Covered journey has been disrupted up to a maximum amount stated in the Table of Benefits.

Hijacking - means the unlawful seizure or wrongful exercise of control of an aircraft or other Common Carrier, or the crew thereof, in which the Participant is traveling as a passenger.

4.3.6 EMERGENCY FAMILY TRAVEL (Gold and Silver Plan Excluded)

If the Participant is hospitalized for more than 5 days following a covered hospitalization during the Participant's trip, the Company will pay up to the amount stated in the Table of Benefits for:

1. The cost of round-trip economy airfare to bring a person chosen by the Participant to and from the Participant bedside if the Participant is alone during his trip.
2. The reimbursement of the Hotel room charge due to convalescence after the Participant Hospital discharge, which has been approved by the Assistance Service up to a daily amount and total maximum amount stated in the Table of Benefits. These expenses must be authorized in advance by the Assistance Service. Benefits will not be provided for any expenses provided by another party at no cost to the Participant or already included in the cost of the trip.

4.3.7 LEGAL FEES (Gold and Silver Plan Excluded)

The Company will pay Legal fees incurred by the Participant, as a result of false arrest or wrongful detention by any Government or Foreign Power up to the amount stated in the Table of Benefits.

4.3.8 BAIL BOND / KAFALA (Gold and Silver Plan Excluded)

The Company will pay Bail Bond or Kafala costs incurred by the Participant, as a result of false arrest or wrongful detention by any Government or Foreign Power up to the amount stated in the Table of Benefits.

4.3.9 LOSS OF PASSPORT (Silver Plan Excluded)

The Company will pay costs incurred by the Participant limited to fees, penalties and courier charges towards replacement of travel documents in lieu of lost passport as per amount stated in the Table of Benefits, under plan opted for and subject to letter intimating loss of passport acknowledged by appropriate authorities.

4.3.9.1 SPECIFIC EXCLUSIONS

1. Impounding of Passport by any authorities
2. If the loss is recoverable under other insurance or recoverable from other source.

4.3.10 TRIP CANCELLATION OR CURTAILMENT (Silver Plan Excluded)

The Company will pay up to the overall limit shown on the Table of Benefits, for travel and accommodation expenses that the Participant has paid or has agreed to pay under a Contract and which the Participant cannot get back, if it is necessary and unavoidable for the Participant to cancel or cut short the Covered Journey as a result of the following:

1. The Participant dying, becoming ill or injured.
2. The death, injury or illness of a relative, close Business Associate or a person with whom the Participant has booked to travel or a Relative or friend living abroad with

whom the Participant plans to stay.

3. If the Participant is called for jury service (and the Participant requests to defer has been rejected), attending court as a witness (but not as an expert witness) or the Participant is put in compulsory quarantine.
4. If the police or the Insurers of the Participant's home needs the Participant to stay after a fire, flood or burglary at the Participant home within 48 hours before the date the Participant planned to leave.
6. The extra cost for the Participant to return home following the death, serious injury or serious illness of a relative in the Participant's Country of Residence.

4.3.10.1 SPECIFIC CONDITIONS

Cover starts at the time the Participant books the Protected Journey or pays the Contribution, whichever is later.

If the Contributor has arranged an Annual multi-trip Contract, cover starts at the time that the Participant booked the Protected Journey or the Effective Date of Cover shown on the Contract Schedule, whichever is later.

4.3.10.2 SPECIFIC EXCLUSIONS

1. The Participant not wanting to travel.
2. Any extra costs resulting from the Participant not telling any provider, as soon as the Participant knew about cancelling the International Journey
3. Canceling or cutting short the Covered Journey because of a medical condition or any illness related to a medical condition that the Participant knew about or should have known about before the start of this insurance. This applies to the Participant, a Relative, close Business Associate or person the Participant is traveling with and any person the Participant was depending on for the Trip.
4. The cost of the Participant original return trip if this has already been paid and the Participant need to cut short the Trip.

5. If the Participant has to cut short the Protected Journey and do not return to the Country of Residence.
6. Failure to obtain the required visa.
7. Any costs incurred due to fluctuation in exchange rates.
8. Any loss incurred where payment has been made using reward schemes.
9. Pregnancy or childbirth where the pregnancy would have been more than 28 Weeks at the beginning of the Protected Journey or 24 Weeks in the case of a known multiple pregnancy (unless the pregnancy was confirmed after the date the Participant travel tickets or confirmation of booking were issued or in the case of single return trip policies, the start date of the Participant Contract) and cancellation or cutting short the trip is confirmed medically necessary.

4.3.10.3 SPECIFIC DEFINITIONS

Business associate means any person who works at the Participant's place of business and who, if was away from work with the Participant at the same time for one or more days, would prevent the effective continuation of that business.

Relative mean husband, wife, partner, grandparent, grandchild, parent, parent-in-law, brother, sister, son, daughter, fiancé or fiancée.

4.3.11 MISSED DEPARTURE (Gold and Silver Plan Excluded)

The Company will pay up to the overall limit shown on the Table of Benefits, for customary charges for necessary accommodation, telephone calls, meals and local public transportation incurred by the Participant if the Participant cannot reach the original departure point at the recommended time of his Covered Journey on either the outward or return journey, because public transportation services fail or the vehicle in which the Participant is travelling is involved in an accident or breaks down.

4.3.11.1 SPECIFIC CONDITIONS

1. The Participant must allow enough time to arrive at his original departure point at or before the recommended time;
2. The Participant must get confirmation of the reason for the delay and how long it lasts from the appropriate authority.

4.3.11.2 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any Sum Protected for claim which is the result of a strike or industrial action that the Participant knew about before he booked his Covered Journey.

4.3.12 ASSISTANCE DEPARTMENT

The ASSISTANCE DEPARTMENT provides emergency assistance services, including medical, technical and general services as listed below. Participant's may contact the ASSISTANCE DEPARTMENT at Phone number: 001-817-826-7276 twenty four (24) hours a day.

4.3.12.1 Medical Services:

Medical Reference: The ASSISTANCE DEPARTMENT shall provide the Participant (s) with the name, address, telephone number, office hours and English language translation assistance for medical and health care professionals in any worldwide location reasonably requested by the Participant(s): physicians, hospitals, ambulance, and other emergency medical service (collectively, Medical Service Providers). Whenever the ASSISTANCE DEPARTMENT has sufficient information to do so, it shall refer the Participant (s) to two or more such Medical Service Providers, set appointments, translate if needed, and coordinate with the Participant (s) primary medical insurer. The ASSISTANCE DEPARTMENT shall use its reasonable best efforts to ensure that its medical referrals are

to Medical Service Providers who meet the professional standards of the country and city in which they are located. The ASSISTANCE DEPARTMENT will make its reasonable best efforts to pre-negotiate fees for services with Medical Service Providers, steer Participant(s) to Medical Service Providers in-network, and to arrange direct billing with its Medical Service Providers whenever possible for expenses incurred by the Participant (s). The ASSISTANCE DEPARTMENT will use every effort to supply a qualified Medical Reference within 24 hours of the initial request, however when this is not possible, the ASSISTANCE DEPARTMENT cannot be held responsible for circumstances beyond its control. In all instances, the ASSISTANCE DEPARTMENT will notify the Participant (s) of the status of the request within this time frame.

Advance Payment of Medical Expenses: When it is deemed medically appropriate, the ASSISTANCE DEPARTMENT will advance up to the amount allowed in the Policies issued to the Participant (s) for the payment of medical expenses. If there is no protection, or if protection is insufficient under the Participant's Contract, any uncovered expense associated with the Participant's medical expenses will be the sole responsibility of the Participant or of the person (s) acting on the Participant's behalf.

Guarantee of Hospitalization Fee: When it is deemed medically appropriate, the ASSISTANCE DEPARTMENT will guarantee payment of hospitalization fees up to the amount allowed in the Participant's Contract for hospitalization benefits. If there is protection under the Contract issued to the Participant by the company. Then the ASSISTANCE DEPARTMENT will pay up to the maximum amount available under the Contract for hospitalization fees. If there is no protection, or if protection is insufficient under the Policy, any uncovered expense associated with the Participant's hospitalization will be the sole responsibility of the Participant's or of the person(s) acting on the Participant's behalf.

Medical Evacuation: The ASSISTANCE DEPARTMENT shall arrange and coordinate the medical evacuation by means of air transportation, including but not limited to commercial air transportation with or without medical escort, air ambulance transport and /or, if appropriate, other forms of transportation of a Participant from a foreign hospital or health care facility to another foreign hospital or health care facility, or to a hospital or health care facility in the Participant's Country of Residence, when a physician designated by the ASSISTANCE DEPARTMENT to monitor the Participant's condition and treatment deems such an evacuation or transportation necessary in his/her professional judgment. The ASSISTANCE DEPARTMENT shall use its best efforts to ensure that all services so arranged are with Medical Service Providers that meet the professional standards of the country and city in which the evacuation will originate. The ASSISTANCE DEPARTMENT will pay reasonable costs on Participant's behalf up to the Contract limits issued by Company.

Medical Case Monitoring: Following all medical referrals or other assistance to a Participant in connection with a medical emergency, the ASSISTANCE DEPARTMENT shall monitor the Participant's medical condition and treatment until the Participant is released from treatment or returns home.

Repatriation of Remains: When ASSISTANCE DEPARTMENT is notified that a Participant has died while traveling, the ASSISTANCE DEPARTMENT will verify that insurance applicable to repatriation of remains is in force. Subject to any governmental regulations, the ASSISTANCE DEPARTMENT will also assist in making all necessary arrangements for the return of the Participant's remains to the place designated by the Participant's next-of-kin. The ASSISTANCE DEPARTMENT will pay on Participant's behalf reasonable costs up to the Contract limits issued by Company. Any expense associated with the repatriation of the Participant's remains over the amount available through Insurance will be the sole responsibility of person(s) acting on the deceased Participant's behalf.

Insurance/Claims Coordination: In a medical emergency, communication and filing issues between a Participant's insurance carriers and providers to settle billing medical expenses will be handled.

4.3.12.2 Technical Services:

Lost/Stolen Luggage and Personal Effects: Participant whose luggage or personal effects are lost or stolen can expect help with local authorities and agencies. The ASSISTANCE DEPARTMENT shall coordinate with common carriers to locate and recover lost or stolen luggage which shall involve the use of all available tracking systems and establishing, on the Participant's behalf and, as appropriate, liaison with transportation carriers, airports, hotels, government authorities and others. The ASSISTANCE DEPARTMENT will also coordinate arrangements to assist the Participant with processing of insurance claims resulting from the lost luggage.

Lost/Stolen Travel Documents/Tickets: In the event a traveler's personal travel documents are lost or stolen, Participant (s) can expect help with obtaining replacement and canceling original documents, including making alternate reservations and arranging for replacement airline/rail tickets when needed. The ASSISTANCE DEPARTMENT shall use its best effort to assist the Participant in locating lost documents (including, but not limited to lost passports and visas), and upon request, to replace such documents by identifying and contacting appropriate governmental authorities, gathering necessary information, and otherwise taking all reasonable steps necessary to facilitate the replacement of the lost documents in a prompt and timely manner.

4.3.12.3 General Services:

Travel Documentation: Advice on procuring travel documents, passport/visa requirements, and customs entry/exit restrictions and regulations.

Immunizations: Advice on the immunizations required for the trip, information on local medical advisories, epidemics, and available preventive measures.

Currency and ATM Locations: Currency exchange rates are available, as well as information on local bank/government holidays.

Global Weather: General climate and up-to-date weather forecasting for domestic and international destinations.

Telephone Translation for medical emergencies: For travelers in an emergency medical situation who do not speak the local language, multilingual counselors are available 24 hours a day, seven days a week, for translations via telephone.

4.4 ADDITIONAL OPTIONAL BENEFITS

4.4.1 HAZARDOUS SPORTS BENEFITS [Only applicable if specifically purchased] In consideration of an additional Contribution, it is hereby understood and agreed that the Company will pay up to the limit shown on the Table of Benefits under Section 1 and Section 2 for covered accidents, which are caused by Hazardous Sports, to the extent that this hazard is not covered by the Contract. The benefit will also include Winter Sports Inconvenience Benefits: Piste Closure, Avalanche Closure, Skis and Ski Equipment, Ski Hire and Unused Ski Packs. This benefit is not applicable for indoor winter sports.

4.4.1.1 WINTER SPORTS INCONVENIENCE TABLE OF BENEFITS

Cover	Value of cover up to	Excess where applicable
1) Piste Closure	\$150	
2) Avalanche Closure	\$150	
3) Skis and Ski Equipment	\$300	\$50
4) Ski Hire	\$500	
5) Unused Ski Packs	\$300	

4.4.1.2 PISTE CLOSURE

The Company will pay up to the overall limit shown on the above Winter Sports Inconvenience Table of Benefits if, as a result of not enough snow in the Participant's pre-booked holiday resort, all lift systems are closed for more than 24 hours. The Company will pay for either:

1. The cost of transport to the nearest resort up to \$20 for each full 24-hour period; or
2. Up to \$20 for each full 12-hour period if the Contributor is unable to ski and there is no other ski resort available.

4.4.1.2.1 SPECIFIC CONDITIONS

It is a condition of the cover provided under this section that:

1. The Participant's gets a written statement from the management of the resort confirming the reason for the closure and how long it lasted;
2. The pre-booked holiday resort where the Participant is staying at least 1,000 metres above sea level; and

3. If the Participant buys this insurance within 14 days of the date the Participant plan to leave and the Participant knows about any reason that could cause a claim under this section, the Company will not provide cover for the Participant.

4.4.1.3 AVALANCHE CLOSURE

The Company will pay up to the overall limit shown on the Winter Table of Benefits for reasonable extra travel and accommodation expenses that the Participant needs to pay if the Participant pre-booked outward or return journey is delayed for more than 12 hours from the scheduled arrival time because of an avalanche.

4.4.1.3.1 SPECIFIC CONDITIONS

It is a condition of the cover provided under this section that the Participant gets a written statement from the appropriate authority confirming the reason for the delay and how long it lasted.

4.4.1.4 SKI AND SKI EQUIPMENT

The Company will pay, up to the overall limit shown in Winter Table of Benefits or loss, damage or breakage of skis, snowboards, bindings, poles and boots owned or hired by the Participant:

4.4.1.4.1 SPECIFIC EXCLUSIONS

1. The first \$50 of each claim, for each Participant']
2. Articles lost from an unattended motor vehicle, trailer or caravan.
3. Property the Participant's leaves unattended in a public place.

4.4.1.5 SKI HIRE

The Company will pay \$25 for each full 24-hour period for the costs of hiring other ski equipment. The Company will pay up to the overall limit shown on the Schedule of Benefits if:

1. The skis that the Participant owns are lost or delayed during the Participant's trip for over 12 hours; or
2. The skis that the Participant owns are lost or damaged during the course of the Participant's trip.

4.4.1.5.1 SPECIFIC CONDITIONS

It is a condition of the cover provided under this section that the Company takes any payment made under this section from any claim under the Skis and Ski Equipment Cover of this Policy.

4.4.1.5.2 SPECIFIC EXCLUSIONS

1. Any claim involving damage to the Participant's skis where the Participant do not bring them back to Kuwait so the Company can inspect them.
2. Any theft or loss which the Participant do not report to the police within 24 hours of discovering it and get a written report.
3. Any theft, delay, loss of or damage to personal belongings or baggage while it is transported unless the Participant's report this, at the time, to the carrier and get a property irregularity report.

4.4.1.6 UNUSED SKI PACK

The Company will pay up to the overall limit shown on the Schedule of Benefits for a proportion of the Participant's ski pack, unused due to the Participant's being ill or injured while being on the holiday and the Participant is medically certified as being unable to use it. Ski pack consists of ski pass, ski hire and tuition fee.

4.4.2 TERRORISM EXTENSION [Only applicable if specifically purchased] (Silver Plan Excluded)

In consideration of an additional premium, it is hereby understood and agreed that Uniform Exclusions 5.3 is deleted in its entirety.

The Company will pay up to the limit shown on the Table of Benefits under Section 1 and Section 2, for covered accidents, which are caused by an act or acts of Terrorism, to the extent that this hazard is not covered by the Contract. This protection is subject to the terms set forth below.

4.4.2.1 SPECIFIC CONDITIONS

1. The Contributions and benefits for this option may be changed at any time by agreement between the Participant and the Company. This may be done as needed to reflect conditions, which in the opinion of the Participant or the Company, change the terrorism risk.
2. The Company reserves the right to change the rate for this optional benefit by seven (7) days written notice mailed to the Participant at the last address the Company has on record.

4.4.2.2 SPECIFIC EXCLUSIONS

The Company will not be liable to reimburse any Sum Protected for loss caused by or resulting from nuclear radiation or the release of nuclear energy.

4.4.3 Elder Extension [Only applicable if specifically purchased with the Silver Plan] (Platinum and Gold Plan Excluded)

In consideration of an additional Contribution, it is hereby understood and agreed that PARTICIPANT (s) are covered up to the date of their seventy-fifth (75th) birthday for all the protections in the Silver Plan.

5. UNIFORM EXCLUSIONS

The Company will not cover loss, injury, damage or legal liability caused by, sustained, or arising directly or indirectly from:

1. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, labor disturbances, riot, strike or lock-out. However, the Participant will continue to be entitled to be covered for 7 calendar days from the start of the hostilities in case he is surprised by such events abroad insofar as he does not actively participate in them.; nor
2. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; nor
3. any Terrorist Act or bomb incident or threat thereof; nor
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, combustion shall include any self-sustaining process of nuclear fission; nor
5. the release, 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; nor
7. engaging in occupational activities underground or requiring the use of explosives; nor
8. willful or deliberate exposure to danger (except in an attempt to save human life), intentional self inflicted injury, suicide or attempt thereat; nor
9. deliberate violation of criminal law; nor
10. traveling by air on a legally licensed aircraft and where the Participant is acting as pilot or part of the aircraft crew; nor
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; nor
12. pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; nor
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; nor
14. chronic fatigue syndrome or myalgic encephalomyelitis (M.E.) (anticardiolipin antibody positively) or the Illness commonly referred to as yuppie flu; nor
15. a) Participant being under the influence of alcohol with more than the legal limit of alcohol in his blood or breath; or
b) Participant 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 Participant 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; nor
16. (a) any Pre-existing Medical Condition; or
(b) any cardiac or cardio vascular or vascular or cerebral 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,
(c) Any medical condition related to or arising from hypertension, if the participant has received medical advice or treatment (including medication) for hypertension within the two (2) years prior to the commencement of the Insured Journey; nor
17. congenital anomalies and conditions arising out of or resulting there from, and hernia; nor

18. Heart Attack or any heart related condition
19. Any condition arising from tumor or relating to cancer
20. flying in any aircraft owned, leased or operated by or on behalf of an Participant or any member of Participant's household; nor
21. Participant traveling against medical advice or to seek medical attention or advice or with a terminal condition which was diagnosed prior to the Covered Journey or when he is unfit to do so; nor
22. employment involving Manual Labor, other than off duty; or b) undertaking employment on a permanent or policy basis which is not casual, other than whilst on a leisure trip; nor
23. participating in any sport as a Professional Player; or b) school sports (unless an Endorsement has been issued and additional Contribution charged and authorized by the Company and paid by the Participant); nor
24. 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), fighting (except in bona fide self defense), racing (other than on foot or under sail in inland waters), being a crew member on a ship or boat traveling 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. Skiing, land-skiing, mono-skiing, cross-country skiing, heli-skiing, off-piste skiing, ice skating (no speed skating), snow boarding, ski boarding, sledging, tobogganing or ice skating, fishing, sail boarding, sailing, surfing, water skiing, wind surfing, unless an additional Contribution has been charged and authorized by the Company and paid

- by the Participant. This remains at the discretion of the Company; nor
25. consequential loss of any kind or financial loss and/or expense not otherwise specifically covered; nor
26. default or insolvency of the carrier; nor
27. the Contributor's intention to emigrate, unless agreed previously in writing by the Company.
28. travel in, to through Afghanistan, Iraq, Cuba or Democratic Republic of Congo.
29. any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

6. GENERAL CONDITIONS

6.1 Age limits

This Contract covers Protected Events which happen to a Participant who is 3 months to 69 years of age with an optional extension to 75 years under "Silver Plan" only, at the date of such event on all Plans.

6.2 Airlines

The Company will have no liability to pay any benefit in relation to any Protected Event for which the Participant may be able to seek compensation from an airline. If the Participant 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.

6.3 Currency

All amounts are shown in United States Dollar. If expenses are incurred in a foreign currency the rate of exchange used will be the rate at the time of incurring the expense or suffering a loss.

6.4 Endorsements

This Contract 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 Contract and there are neither existing nor initiated claims on the existing Contract.

6.5 Liability

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 Participant; b) The failure of any agent or broker to explain adequately the terms, conditions, endorsements, terminations and exclusions of this Contract.

6.6 Language

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

6.7 Marketing

Should any discrepancies arise between the Contract and any literature received by the Participant, the Terms, Conditions, Endorsements, Terminations and Exclusions in the Policy will govern in all cases.

6.8 Misrepresentation

This Contract shall be considered void (at the discretion of the Company) in the event of misrepresentation, mis-description or non-disclosure by or on behalf of the Participant of any information material to this Contract.

6.9 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 Contract that

are provided or underwritten by any other insurance or assurance companies and/or assistance companies and/or financial providers.

6.10 Other insurance

Except for Section 4.1 - Personal Accident, if the Participant is able to claim under any other policies (including statutory insurance and/or automatic credit card travel insurance) to be covered for the whole or any part of an Protected Event ("Other Claims"), the Company will only be liable to pay its pro rata portion of the claim submitted in terms of this Contract.

- 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 Participant cedes to the Company all of their rights in respect of the Other Claims.
- If the Company has already paid benefits in terms of this Contract, all of the Participant's rights in respect of the Other Claims will be ceded automatically to the Company.
- Without limiting any provision of this Contract or any legal obligation, the Participant 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.

6.11 Third Party

This Contract is between the Company and the Participant only and all of its provisions and conditions are for the sole and exclusive benefit of those parties. Nothing in this Contract, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under this Contract or any of its provisions. Without limitation, no third party shall have any rights under this Contract or any right to receive

Contract benefits. Receipt of Benefits paid will be a valid discharge of the Company's liability under this Contract.

This Contract cannot be ceded, assigned or in any way transferred to a third party. Benefits shall be payable only to the Participant or his legal representative.

6.12 Public Conveyance tickets

The Company has the right to utilize the Participant's Public Conveyance ticket to offset the Company's expenses.

6.13 Table of Benefits

The Table of Benefits referred to in this document is the Table of Benefits as listed in Section 2.

6.14 Country of Issuance Law

This Contract will be governed by the laws of country where the Contract has been issued and its courts shall have exclusive jurisdiction to the exclusion of the courts of any other country. Without contradicting the provisions of Islamic Sharia

6.15 Subrogation

The Company has the right to commence or take over legal proceedings in the Participant'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 Participant must co-operate with the Company and do nothing to hinder the Company's rights.

6.16 Tax or Imposts

The onus will always be on the Participant 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.

7. CLAIMS CONDITIONS

7.1 Compliance

The Participant must follow the Company's advice or instruction otherwise the Company may decline to pay the whole or any part of the claim.

7.2 Legal action

If the Company denies liability for any claim and the Participant does not institute legal action and serve summons on the Company (or initiate arbitration proceedings if the Company has agreed to submit to arbitration) within 36 months after such repudiation, all benefits of such claim shall be forfeited.

7.3 Notice of claim and proof of loss

The Participant must give the Company notice in writing:

- a) Within 60 days of an Accident which may give rise to a claim under this Contract
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 Contract.

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

7.4 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 Participant.

7.5 Fraudulent Claims

If the Participant or anyone acting on his behalf uses any fraudulent means or devices to obtain any benefit, then any amount payable in respect of such claim shall be forfeited, the Contract will be cancelled and no Contribution will be refunded.

7.6 General

- The Participant shall submit to medical examination 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.
- 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 Participant to seek and remain under the care of a qualified Medical Practitioner.
- All claims arising from criminal incidents are to be supported and accompanied by a certified police report.
- The due observance and fulfillment of the Policy insofar as it relates to anything being done or complied with by the Participant, shall be a condition precedent to liability to make any payment under this Contract.
- The Company shall have the right to access any current or prior medical records of the Participant in order to finalize and/or proceed with the assessment of a claim and/or render medical assistance. By virtue of this clause, the Participant shall be deemed to have given the Company written consent to access any of the Participant's current or prior medical records.
- No amount payable in terms of this Contract shall bear any interest.