

## BLUE FROM AMERICAN EXPRESS AND BANK AUDI – billed in US Dollars

### CERTIFICATE OF BENEFITS

This certificate provides details of Insurance cover arranged by AMEX (Middle East) B.S.C. (c) [AEME] with AXA INSURANCE (GULF) B.S.C. (c) (hereafter called The Company), for the benefit of 'Blue from American Express' Cardmembers under Master Policy number 13-ZT-30725-0.

### **INDEMNITY LIMITATION**

Duplicate or multiple American Express Cards shall not obligate the Company in excess of the limits stated herein for expenses incurred by any one individual Insured Person as a result of any one incident covered under the Master Policy 13-ZT-30725-0.

### **TERMINATION OF INSURANCE**

Insurance of the Company Cardmember shall terminate forthwith on the earliest of the following events:

1. The termination of Master Policy;
2. The termination of the Cardmember's Blue from American Express Account serviced by AMEX (Middle East) B.S.C. (c) of Bahrain.

### **GOVERNING LAW AND JURISDICTION**

The Master Policy including any future amendments hereof, as well as its present and future interpretation, shall be governed by and construed in accordance with the Law and Jurisdiction of Competent Courts of the country in the GCC where the American Express Card was issued.

It is a condition of this Policy that in any action against the Insurer the Parties hereto are deemed:

1. To have irrevocably submitted to the jurisdiction of the above courts and
2. To have irrevocably waived any objection they may now or hereafter have to the venue of such action or proceeding such Courts including, but not limited to, any objection that such action or proceeding was brought in an inconvenient forum.

The Benefits described herein are subject to all of the Terms and Conditions of the Policy which is held by AMEX (Middle East) B.S.C. (c). This Certificate replaces any prior Certificate which may have been furnished in connection with the Policy.

### TRAVEL ACCIDENT INSURANCE

It is hereby certified that the holder of this certificate, as a 'Blue from American Express' Cardmember billed in US Dollars in Lebanon is insured against loss in the amount of US\$ 80,000 - subject to the Exclusions, Provisions and other Terms of the Policy described herein.

### **ELIGIBILITY**

The following persons are eligible for cover under the Master Policy:

1. The 'Blue' Cardmember who has 'Blue from American Express' billed in US\$ in Lebanon, Basic or Supplementary Card issued by AMEX (Middle East) B.S.C. (c) and is the recipient of the certificate (herein called the Cardmember).
2. The Cardmember's legally married spouses, and
3. The Cardmember's dependent children under the age of 23, which means and includes legally dependent child, step child or legally adopted child of any eligible person described in 1 above.

## COVER

Each eligible person shall be an Insured Person while taking a trip on a public conveyance operated under a licence for the transportation of passengers for hire including taxis, fare for which has been charged to the 'Blue from American Express' Card Account in the manner detailed herein.

1. Benefits specified below will be paid while the Master Policy is in force and the Insured Person suffers loss resulting directly and independently of all other causes from accidental bodily injury ('such injury') received during a one-way or round trip taken by the Insured Person between the Point of Departure and Destination (both as designated in the Insured Person's ticket) on or after the date ticket purchased, provided however, such injury is sustained under the circumstances specified in a or b as follows:
  - a. Such injury received while riding as a passenger and not as a pilot or crew member, in or boarding or alighting from or being struck by any air, land or water conveyance operated under a licence for the transportation of passengers for hire; provided the fare for transportation on such public conveyance has been charged to the 'Blue from American Express', or
  - b. Such injury received while riding as a passenger in a conveyance operated under a licence for the transportation of passengers for hire including taxis or rental cars (whether charged to the Card or not) but only
    - i. When going directly to an airport for the purpose of boarding an aircraft on which the Insured Person is covered by the Policy; or
    - ii. When leaving an airport after alighting from such an aircraft.
2. A Common Carrier Benefit is payable if the Insured Person sustains injury as a result of:
  - a. An accident which occurs while riding solely as a passenger in or boarding or alighting from a Common Carrier Conveyance for a Covered Trip; or
  - b. Being struck by such Common Carrier Conveyance."Common Carrier Conveyance" means an air, land or water vehicle (other than a rental vehicle) operated by a common carrier licensed to carry passengers for hire (including taxis).
3. A trip is a "Covered Trip" if:
  - a. It is a trip taken by an Insured Person between Point of Departure and the Final Destination as shown on the Insured Person's ticket; and
  - b. The Insured Person's entire fare for such trip has been charged to the 'Blue from American Express' prior to any injury.
4. Airport Transportation Benefit: If a Scheduled Airline ticket is purchased for a Covered Trip prior to the Insured Person's departure for the airport, this Benefit is payable if the Insured Person sustains any injury while riding as a passenger in a land Common Carrier Conveyance rental car or a scheduled helicopter operated as a Common Carrier Conveyance, but only:
  - a. When going directly to an airport for the purpose of boarding an aircraft for a Covered Trip; or
  - b. When leaving directly from an airport after alighting from an aircraft from a Covered Trip. "Scheduled Airline" means a flight in an aircraft where the airline is listed in the Official Airline Guide or ABC World Airways Guide where the air carrier holds a certificate, license or similar authorisations for Scheduled air transportation issued by the relevant authorities in the Country in which the aircraft is registered, in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.
5. Airport Premises Benefit: If a Scheduled Airline ticket is purchased for a Covered Trip prior to boarding, this Benefit is payable if the Insured Person sustains any injury while upon any airport premises designated for passenger use, but only when the Insured Person is upon such premises immediately before boarding, or immediately after alighting from, an aircraft from a Covered Trip.

6. Coverage Requirements: An Insured Person will be fully insured for benefits under the Policy while taking a trip on a Common Carrier Conveyance only when the entire fare is charged to the 'Blue from American Express'.
7. On-Board Ticketing: In the event that the Insured Person suffering a Loss on board a Scheduled Airline flight for which the Airline sells ticket on board the flight and the Insured Person has not purchased his or her ticket by charging the ticket to the 'Blue from American Express' prior to boarding the flight, then the Company will evaluate and pay such loss where it can establish that no other form of payment was used for the flight in question.

### **SCHEDULE OF BENEFITS**

When such injury to an Insured Person results in any of the following losses within 100 days after the date of the accident, the Company will pay for:

Loss of Life	US\$ 80,000
Loss of both hands or both feet	US\$ 80,000
Loss of the entire sight of both eyes	US\$ 80,000
Loss of the entire sight of one eye and the loss of one hand or one foot	US\$ 80,000
Loss of one hand or one foot	US\$ 40,000
Loss of the entire sight of one eye	US\$ 40,000

"Loss" as above used with reference to hand or foot means complete severance through or above the wrists or ankle joint and as used with reference to an eye means the irrevocable loss of the entire sight thereof. Indemnity provided hereunder will not be paid under any circumstances for more than one of the losses, the greatest, sustained by an Insured Person as the result of any one accident.

### **EXPOSURE AND DISAPPEARANCE**

If the Insured Person is unavoidably exposed to the elements because of an accident on a Covered Trip which results in disappearance, sinking or wrecking of a Common Carrier Conveyance, and as a result of such exposure, the Insured Person suffers a loss for which benefits are otherwise payable under the Policy, such loss will be covered under the Policy.

If the Insured Person disappears because of an accident on a Covered Trip which results in the disappearance, sinking, wrecking of a Common Carrier Conveyance, and if the Insured Person's body has not been found within the 52 weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that the Insured Person suffered Loss of Life as a result of injury covered by this Policy.

### **EXTENSIONS**

#### **I. Hijack**

If in the course of a Covered Trip the Common Carrier Conveyance in which the Insured Person is travelling is hijacked, the Company will pay:

1. US\$ 2,500 after the first 24 Hours during which Insured Person is illegally detained as a result of a Hijack.
2. A further US\$ 5,000 after the first 72 Hours during which Insured Person is illegally detained as a result of a Hijack.

For the purpose of this extension, a Hijack shall have occurred when the control of the Common Carrier Conveyance, in which the Insured Person is travelling as a passenger, is involuntarily passed from the regular

crew to a person or persons who has or have used, or threatened to use, violent means to obtain such control.

## **II. Accident Medical Expenses**

If an Insured Person, while riding solely as a passenger or while boarding or alighting from a Common Carrier Conveyance for a Covered Trip, sustains injury and as a direct result necessarily incurs Medical Expenses, the Company will indemnify the Insured Person for such expenses incurred up to a maximum US\$ 25,000. Medical Expenses shall mean all reasonable and customary costs necessarily incurred outside the Insured Person's country of domicile for hospital, surgical, or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner. Dental or optical expenses are excluded unless incurred as the result of an emergency following injury, provided that all routine dental and optical treatment is completed prior to the Covered Trip.

In respect of this extension, the following additional Exclusions will apply:

- a. Any expenses which are recoverable from any other insurance policy, Workmen's Compensation programmes, health policies or programmes or national insurance programmes which are applicable to the Insured Person.
- b. Any expenses incurred after 3 months from the time of the incurring of the first expense.
- c. Expenses incurred as a result of:
  - i. The Insured Person engaging in aviation (other than as a fare paying passenger) or flying in any aircraft owned by or leased to the Insured.
  - ii. Active service in any of the Armed Forces of any nation.
- d. Expenses incurred by an Insured Person over the age of 70 years.

## **III. Ticket Upgrade Insurance**

The Company will indemnify the Insured Person for the cost of upgrading his or her outbound or return schedule flight to the next available ticket class in the event that:

- a. Departure of an Insured Person's confirmed Scheduled Flight from any airport is delayed for four hours or more, is cancelled, or the Insured Person is denied boarding of the aircraft due to over-booking, and no alternative transportation is available to the Covered Person within four hours of the scheduled departure time of such flight.
- b. The Insured Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is available to the Insured Person within four hours of the actual arrival time of his or her incoming flight.

## **EXCLUSIONS**

The Policy does not cover any Loss caused or contributed to by, directly or indirectly:

1. Suicide or self-destruction or any attempt there at;
2. War or any act of war whether declared or undeclared;
3. Injury to which a contributory cause was the commission of, or attempt to commit an illegal act by or on behalf of the Insured Person or his or her beneficiaries;
4. Injury received while serving as an operator or crew member of any conveyance.
5. The actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.

## **CLAIMS**

Written notice of a claim must be given to the Company's claim representative at the following address within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon

thereafter as is reasonably possible. Benefits will be payable upon receipt of due written proof, as requested by the Company for a legitimate covered loss.

Copies of the Record of Charge Forms relating to expenses incurred in respect to which indemnity is claimed under this insurance must be supplied to the Company. Also, the Record of Charge Form, verifying that the relevant flight tickets were charged to the 'Blue from American Express' Card Account must be supplied to the Company together with the following information:

- Full details of the Flight (Airline, Flight Numbers, Departure Airport, Destination, Scheduled Times and Arrival Airport).
- Full details of the Delay.
- Full details of expenses for which reimbursement is claimed.

AXA INSURANCE (GULF) B.S.C. (c)  
P.O. BOX 32505  
Dubai, UAE

Telephone: (+971) 4 4294096  
E-mail: AmexCS-Gulf@axa-gulf.com

Indemnity for loss of life and any other accrued indemnities unpaid at the Insured Person's death shall be payable in accordance with the designation of beneficiary made by the Insured Person, subject to the laws of the country of payment.

If no beneficiary has been designated or if the designated beneficiary has predeceased the Insured Person, such indemnities shall, at the Company's option and in accordance with the laws of the country of payment, be paid to the Insured Person's executor(s) or administrator(s), legal heir(s) or personal legal representative(s).

All other indemnities will be payable to the Insured Person. The receipt from the person(s) to whom payment is made will fully discharge the Company.

#### **TIME LIMIT OF ACTIONS**

No action at law or in equity shall be brought to recover under the Policy after the expiration of three years after the time written proof of loss is required to be furnished.

#### **INDEMNITY LIMITATION**

Duplicate or multiple American Express Cards shall not obligate the Company in excess of the limits stated herein for expenses incurred by any one individual Insured Person as a result of any one incident covered under the Master Policy.

Indemnity for loss of life and any other accrued indemnities unpaid at the Insured Person's death shall be payable in accordance with the designation of beneficiary made by the Insured Person, subject to the laws of the country of payment.

If no beneficiary has been designated or if the designated beneficiary has predeceased the Insured Person, such indemnities shall, at the Company's option and in accordance with the laws of the country of payment, be paid to the Insured Person's executor(s) or administrator(s), legal heir(s) or personal legal representative(s).

All other indemnities will be payable to the Insured Person. The receipt from the person(s) to whom payment is made will fully discharge the Company.

#### **MAXIMUM INDEMNITY PER INSURED PERSON**

In no event will duplicate or multiple American Express Cards or duplicate or multiple American Express Travel Accident Insurance Certificates obligate the Company in excess of the 'Schedule of Benefits' for any

one loss sustained by any one individual Insured Person as a result of any one accident or incident under Policy Number 13-ZT-30725-0 or under American Express Travel Accident Insurance Policies wherever issued.

### **AGGREGATE LIMIT OF LIABILITY**

The maximum Aggregate Limit of Liability is US\$ 5,000,000 for all claims combined resulting from any one event. If the aggregate amount of all indemnities otherwise payable by reason of cover provided under the Policy exceeds such aggregate limit of liability, the Company shall not be liable as respects each Insured Person for a greater proportion of the indemnity otherwise payable than the aggregate limits of liability bears to the aggregate amount of all such indemnities.

## **RETAIL PROTECTION**

### **RETAIL PROTECTION PLAN – CONDITIONS OF COVERAGE**

Submission of a claim does not relinquish you from your responsibility to settle your Card Account in accordance with the Cardmember agreement.

### **EVIDENCE OF INSURANCE**

Cardmembers (defined below) are indemnified under the Policy (defined below) for all risks of direct physical theft or damage to property purchased solely for personal use with a Card (defined below) while the Policy is in effect, provided such theft or damage occurs within ninety (90) days after the date on which the property is purchased and the Purchase Price of the item exceeded US\$ 50. Such indemnification is subject to a total limit of liability of US\$ 1,000 per insured occurrence and US\$ 50,000 per Cardmember in any twelve (12) month period, and is further subject to the terms, conditions and exclusions of a policy issued by the Company to AMEX (Middle East) B.S.C (c).

### **IMPORTANT NOTES**

1. **This insurance is Supplementary**  
The policy is not a substitute for other insurance which also Insures against direct physical theft or damage to personal property. The Policy will indemnify the insured only to the extent that the direct physical theft or damage has not been paid by such other insurance and is subject to the Limitations and Exclusions contained herein.
2. **Lost Items**  
Any items which have been left unattended in a place accessible to the public and which are not subsequently recovered shall not constitute theft within the Terms of the policy.

### **INSURED**

A "Cardmember" is an individual issued with a 'Blue from American Express' billed in US Dollars in Lebanon (a Card or Cards). In addition, third party recipients of gifts of insured property from Cardmembers will be indemnified instead of Cardmember for the theft or direct physical damage to such property, provided that the claim is made by the Cardmember in accordance with the Policy requirements.

### **LIMITATIONS AND EXCLUSION**

#### **A. Limitation**

1. The total liability of the Company for any item of property Insured under the Policy shall not exceed the total amount reflected on the Cardmember's billing statement or store receipt with respect to that item (Purchase Price) or the sum of US\$ 1,000 per insured occurrence whichever is the lower.
2. For property purchased with a partial payment utilizing the Card, the total limit of liability will be pro-rated based upon the percentage the partial payment bears to the full Purchase Price.

3. Claims for items belonging to a pair or set, will be paid up to the full Purchase Price of the pair or set subject to (1.) above, provided that the items are unusable individually and cannot be replaced individually.

#### **B. Exclusions**

1. There shall be no payment under the Policy for the first US\$ 50 of each Insured occurrence.
2. There shall be no payment under the Policy for the direct physical theft or damage arising from:
  - a. War, invasion, hostilities, rebellion, insurrection, confiscation by order of a government or public authority or risks of contraband or losses arising from illegal activity or acts;
  - b. Normal wear and tear;
  - c. Mysterious disappearance;
  - d. Damage arising from inherent product defects;
  - e. Theft of or from motor vehicles.
3. There shall be no payment under the Policy for direct physical theft or damage to:
  - a. Cash, or its equivalent, travellers cheques, tickets or any negotiable instruments;
  - b. Animals or living plants;
  - c. Jewellery, watches, precious metals and gem stones in baggage unless carried by hand and under the personal supervision of the Cardmember or Cardmember's travelling companion, previously known to the Cardmember.
  - d. Electronic equipment such as computers or computer-related equipment whilst at the place of employment.
4. In addition, there shall be no payment under the Policy:
  - a. For direct physical theft or damage to property as a result of direct physical abuse to ones property by the Cardmember;
  - b. For direct physical theft or damage to property where the property was procured by the Cardmember through fraud;
  - c. Where the Cardmember knowingly makes a false or fraudulent claim;
  - d. Where property stolen has not been reported to the appropriate authorities within 48 hours of discovery, and a written report obtained;
  - e. For any item of property left unattended in a place accessible to the public and not subsequently recovered.

#### **DUE DILIGENCE**

The Cardmember shall use due diligence and do all things reasonably practicable to avoid or diminish any theft of or damage to property insured under the Policy.

#### **CLAIMS**

In the event of theft or damage, the Cardmember must:

Telephone or write to Retail Protection:

AXA INSURANCE (GULF) B.S.C. (c)  
P.O. BOX 32505  
Dubai, UAE

Telephone: (+971) 4 4294096  
E-mail: AmexCS-Gulf@axa-gulf.com

1. Immediately, but in any event within forty-five (45) days after the date of such theft or damage and obtain a Claim Report Form. Warning: Failure to give such notice within forty-five (45) days after the date of theft or damage will result in loss of insurance provided under the Policy.

2. Complete and sign the Claim Report Form and return it with substantiating documentation to the above address as soon as possible, but in any event no later than ninety (90) days after the date of theft or damage.
3. Upon request from the Company, the Cardmember will send at the Cardmember's expense any damaged property for which a claim is made to an address designated by the Company.
4. Valid claims will be satisfied at the Company's sole option, either by replacing, repairing or rebuilding the stolen or damaged property or by credit to the Card Account in an amount not to exceed the Purchase Price, subject always to the Limitations and Exclusions contained herein.

### **SUBROGATION**

When a claim is paid, the Cardmember shall transfer, upon request from the Company any damaged item to the Company and assign the legal right to recover from the party responsible for the theft or damage to the Company to the extent of the amount.

### **NO ASSIGNMENT OF INTEREST**

No interest under the Policy may be assigned or transferred without the prior written consent of the Company. Assignment or transfer without such consent shall void all coverage as of the assignor/transferor and the assignee/transferee under the Policy.

### **PROCEEDINGS**

No action or proceedings against the Company by a Cardmember may be brought in any court of law in respect of any claim under the Policy unless:

1. the Cardmember shall have fully complied with all the requirements of the Policy; and
2. the action or proceedings are commenced by the issue of originating process within (12) months after the date on which the theft or damage occurred.

### **GLOBAL ASSIST**

You can call the Global Assist service from anywhere outside the Middle East and receive assistance free of charge 24 hours a day, 365 days a year.

So, for example, if you have a medical problem at 2 a.m. in New York you can call and you will be referred to local medical practitioners to help you.

(+44) (0)203 283 8547 - Assistance Services provided by AXA Assistance.

### **DEFINITION OF THE COVERED PERSON**

- The 'Blue from American Express' Cardmember from Bank Audi in Lebanon
- His/her dependent family members

\*Card must be issued by AMEX (Middle East) B.S.C. (c) [AEME] and billed in US\$

**GEOGRAPHICAL COVERAGE:** World-wide, outside Card issuing country and country of your residence.

### **ASSISTANCE SERVICES**

There are four components of the Global Assist:

1. Medical Emergency Assistance
2. Legal Emergency Assistance
3. Personal Assistance
4. Travel Oriented Assistance



## 1. MEDICAL EMERGENCY ASSISTANCE

### *Referrals to Medical Services:*

*Abroad*

AXA Assistance will refer you to physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment.

### *Dispatch of a doctor on the spot:*

*Abroad*

If the Covered Person's condition or the circumstances require it AXA Assistance will send a registered medical practitioner to assess your medical condition (the cost of health treatment and any doctor's fees shall be borne by the Cardmember).

### *Hospital Admission:*

*Abroad*

AXA Assistance will organise the Covered Persons hospital admission and, if requested, guarantee medical expenses (to be charged to Cardmember's Account and subject to authorisation by AEME).

### *Dispatch of necessary medicines which cannot be found locally:*

*Abroad*

If the Covered Person needs necessary medicine that cannot be found locally, or a suitable substitute is not available, we will despatch it to you, if legally possible. (The cost of the medicine shall be borne by the Cardmember. The cost of shipment shall be borne by AXA Assistance).

### *Transfer of lost or forgotten prescriptions:*

*No limitations*

When possible by law, AXA Assistance shall endeavour to facilitate the transfer of a prescription from a Cardmember's home pharmacy to a local pharmacy. (The cost of the medication and any prescription charges shall be borne by the Cardmember).

## 2. LEGAL ASSISTANCE

### *Lawyer Referrals:*

*Abroad*

AXA Assistance will make referrals to English speaking lawyers in the country of travel within the geographic scope. If requested and available, lawyers speaking other languages will also be referred.

### *Legal Assistance: up to US\$ 1,000*

*Abroad*

If the Covered Person is jailed (or threatened to be) AXA Assistance shall appoint and advance the fees of a lawyer (to be charged to Cardmember's Account and subject to authorisation by AEME).

### *Advance payment for bail bond: up to US\$ 10,000*

*Abroad*

If the Covered Person is jailed (or threatened to be) AXA Assistance shall advance the bail bond (to be charged to Cardmember's Account and subject to authorisation by AEME).

## 3. PERSONAL ASSISTANCE

### *Pre-Travel Advice:*

*No limitations*

Information for preparing a journey  
Information on visas, passports  
Information on inoculation requirements for foreign travel  
Information on customs and duty regulations  
Information on foreign exchange rates and value added taxes  
Referrals to American Express Travel Service Offices worldwide

***Travel Advice:***

***Abroad***

Referrals to Embassies or Consulates

Referrals to Interpreters

Dispatch of an Interpreter

In case of imprisonment or hospitalisation and circumstances demand the services of an interpreter, AXA Assistance shall make the necessary arrangements (to be charged to the Cardmember's Account and subject to authorisation by AEME).

**4. TRAVEL RELATED EMERGENCY ASSISTANCE**

***Cash advance: up to US\$ 1,000***

***Abroad***

In the event of lost or stolen cash, Travellers Cheques, Credit and Charge Cards or in the event that there are no American Express TSOs or ATMs available at the Cardmember's location, AXA Assistance shall advance cash to the Cardmember (to be charged to Cardmember's Account and subject to authorisation by AEME).

***Urgent message relay***

***Abroad***

Transmission of urgent messages from the Covered Person to relatives, business associates, friends residing in his/her country of residence and vice versa.

***Luggage assistance***

***Abroad***

AXA Assistance shall provide assistance in locating lost luggage and shall provide to the Cardmember regular updates on the location status.

***Assistance for return trip: up to US\$ 1,000***

***Abroad***

In case of loss or theft of the American Express Card or identity papers necessary to return home, AXA Assistance shall provide assistance in replacing them. In the event of loss or theft of the transportation ticket to return home, a replacement transportation ticket shall be provided (to be charged to Cardmember's Account and subject to authorisation by AEME).