# THE AMERICAN EXPRESS<sup>®</sup> GOLD CREDIT CARD – billed in Qatari Riyals.

# **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 American Express Gold Credit 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 Gold Credit Card Account serviced by AMEX (Middle East) B.S.C. (c).

# **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 INCONVENIENCE

(Applicable in connection with Scheduled Flights only)

# ELIGIBILITY

Travel Inconvenience Package applies to the following persons who are eligible for cover:

- The American Express Gold Credit Cardmember who has an American Express Gold Credit Card Basic or Supplementary, billed in Qatari Riyals and 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 spouse.
- 3. The Cardmember's dependent children under age 23, which means and includes legally dependent child, step child or legally adopted child of any eligible person described in 1 above.

Each eligible Cardmember shall be an Insured Person while taking a trip on a Scheduled Flight, the fare for travel on such flight having been charged to the American Express Gold Credit Card Account in advance of the scheduled departure time.

## SCHEDULED FLIGHTS

Scheduled Flight means a flight in an aircraft operated by an air carrier, provided that: such air carrier holds a certificate, licence or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times; such flight is regularly and continually flown on routes and at times as published in the ABC World Airways Guide as amended from time to time. Departure times, transfer and destination points will be established by reference to the Insured Person's Scheduled Flight Ticket.

# COVER

#### A) DELAYED FLIGHT DEPARTURE, FLIGHT CANCELLATION OR DENIED BOARDING

If departure of an Insured Person's confirmed Scheduled Flight from any airport is delayed for four hours or more, or cancelled, or the Insured Person is denied boarding of the aircraft due to overbooking, and no alternative transportation is made available to the Insured Person within four hours of the scheduled departure time of such flight, the Company will indemnify the Insured Person for the American Express Gold Credit Card charges incurred, prior to the actual departure, in respect of restaurant meals, refreshments and/or hotel accommodation used during the period of delay up to QAR 750.

#### **B) MISSED CONNECTIONS**

If 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 made available to the Insured Person within four hours of the actual arrival time of his or her incoming flight, the Company will indemnify the Insured Person for the American Express Gold Credit Card charges incurred, prior to actual departure, in respect of restaurant meals, refreshments and/or hotel accommodations up to QAR 750.

#### C) LUGGAGE DELAY

If the Insured Person's accompanied checked-in luggage is not delivered to him or her within six hours of the Insured Person's arrival at the scheduled destination point of his or her flight, the Company will indemnify the Insured Person for the American Express Gold Credit Card charges incurred at such scheduled destination in respect of the emergency purchase (within 48 hours or prior to the return of the luggage whichever is the sconer) of essential clothing and toiletries up to QAR 750.

## D) LUGGAGE LOSS

A further allowance is provided if the Insured Person's accompanied checked-in luggage has not been delivered to him or her within 48 hours of the Insured Person's arrival at the scheduled destination point of his or her flight. The Company will indemnify the Insured Person for the American Express Gold Credit Card charges incurred within a further 48 hours in respect of the emergency purchase of essential clothing and toiletries up to QAR 4,000, providing such charges are incurred prior to the return of the luggage. The above benefits apply in respect of the Insured Persons who are Cardmember and for spouses and dependent children (as defined) but shall be subject to a per family maximum indemnity of double the above Cardmember benefit as specified.

## **EXCLUSIONS**

This insurance does not cover:

- any expenses or purchases not billed to the American Express Gold Credit Card Account;
- where checked-in luggage is delayed or lost on flight(s) returning to the Insured Person to his place of domicile;
- confiscation or requisition by customs or other government authority;
- failure to take reasonable measures to save or recover lost luggage;
- failure to notify the relevant airline authorities forthwith of missing luggage at the destination point and to obtain a Property Irregularity Report.
- war or any act of war, whether declared or undeclared.
- any illegal act by or on behalf of the Insured Person and/or their beneficiaries.

# CLAIMS

Should an Insured Person wish to make a claim they must contact our claims administrator below as soon as possible but in any event within 60 days of the incident.

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

Telephone: (+971) 4 4294096 E-mail: <u>claims@axa-assistance-claims.com</u>

- All information and evidence required by the Company or its agents shall be furnished at the expense of the Insured Person or his or her personal representative(s) and shall be in such form and of such nature as the Company may prescribe.
- The following information must be supplied in support of any claim:
  - 1. the Record of charge form verifying that the relevant flight ticket(s) were charged to the American Express Gold Credit Card Account;
  - 2. in respect of lost or delayed luggage, the Property Irregularity Report obtained from the airline;
  - 3. copy of the Scheduled Flight Ticket;
  - 4. written confirmation of the delay from the carrier;
  - 5. Record of Charge forms for all expenses incurred in respect to which indemnity is claimed under this insurance.
- Benefits payable in respect of valid claims will be credited to the Insured Person's American Express Gold Credit Card Account.
- Please remember that it is always advisable to retain copies of all documents when submitting the Cardmember's claim form.

Indemnities payable for any loss will be paid upon receipt of due written proofs of such loss. Indemnity for Loss of life and any other accrued indemnities unpaid at the Insured Person's death should be payable to the Insured Person's estate. The receipt from the estate will fully discharge the Company.

# TRAVEL ACCIDENT INSURANCE

It is hereby certified that the holder of this certificate, as an American Express Gold Credit Cardmember is insured against loss in the amount of QAR 350,000 - 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 American Express Gold Credit Cardmember who has an American Express Gold Credit Card Basic or Supplementary, billed in Qatari Riyals and 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 American Express Gold Credit 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 American Express Gold Credit Card, 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 an American Express Gold Credit Card 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 American Express Gold Credit Card.
- 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 tickets on board the flight and the Insured Person has not purchased his or her ticket by charging the ticket to the American Express Gold Credit Card 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	QAR 350,000
Loss of both hands or both feet	QAR 350,000
Loss of the entire sight of both eyes	QAR 350,000
Loss of the entire sight of one eye and the loss of one hand or one foot	QAR 350,000
Loss of one hand or one foot	QAR 175,000
Loss of the entire sight of one eye	QAR 175,000

"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.

# 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 American Express Gold Credit 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: <u>claims@axa-assistance-claims.com</u>

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.

Please remember that it is always advisable to retain copies of all documents when submitting the Cardmember's claim form.

# 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 American Express Gold Credit 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 QAR 750. Such indemnification is subject to a total limit of liability of QAR 3,000 per insured occurrence and QAR 180,000 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 dire 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 an American Express Gold Credit Card billed in Qatari Riyals (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 QAR 3,000 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 QAR 750 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: claims@axa-assistance-claims.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 Gold Credit Card Account in an amount not to exceed the Purchase Price, subject always to the Limitations and Exclusions contained herein.
- 5. Please remember that it is always advisable to retain copies of all documents when submitting the Cardmember's claim form.

#### 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.

# **EMERGENCY ASSISTANCE**

#### GENERALGUIDELINES

To comply with the Terms and Conditions and in order to receive benefits under the present group policy the Cardmember must contact AXA ASSISTANCE appointed by the insurer as soon as a claim or potential claim arises. In any event, the Cardmember must contact AXA ASSISTANCE before incurring expenses over US\$ 250 or as soon as physically possible, in order to obtain prior authorisation.

Emergency assistance is available 24 hours a day, 365 days a year. Please call: ++44 (0)203 283 8547 - Assistance Services provided by AXA ASSISTANCE.

#### DEFINITIONS: MEANING OF WORDS APPLYING TO EMERGENCY ASSISTANCE

**AXA ASSISTANCE** – the Assistance Service Provider, AXA ASSISTANCE Services Europe Limited, 10-11 Mary Street, Dublin 1, Ireland.

## THE BENEFICIARY

The Insured Person of this Group Policy is AMEX (Middle East) B.S.C. (c) (AEME).

The Benefits are extended free of charge to the BENEFICIARY:

- The American Express Gold Credit Cardmember billed in Qatari Riyals and issued by AEME in the COUNTRY OF DEPARTURE;

- His/her dependent spouse and children under 19 years of age in full-time education, living at HOME;

The Cardmember and dependents must have their permanent residence in the COUNTRY OF DEPARTURE and be no more than 80 years of age, in a good state of health and fit to travel. Coverage for dependents applies only if they are travelling with the Cardmember.

The Cardmember is covered during an unlimited number of private or business TRIPS commencing and ending in the COUNTRY OF DEPARTURE world-wide, with the exception of the COUNTRY OF DEPARTURE, of maximum 91 consecutive days.

INSURER: AXA INSURANCE (GULF) B.S.C. (c)

ISSUER: AMEX (Middle East) B.S.C. (c) [AEME]

**CLOSE RELATIVE:** Spouse, mother, father, mother-in-law, father-in-law, daughter, son, (including legally adopted daughter or son, step daughter or son), daughter-in-law, son-in-law, brother, sister or fiancé of the Cardmember.

**COUNTRY OF DEPARTURE:** country in which the Card is issued by AEME.

**FAMILY:** The Cardmember, his/her spouse, the natural, foster or adopted child/children or legal ward of the Cardmember, each child being under 19 years of age in full-time education and living at HOME at the time the period of validity of the Card.

**GEOGRAPHICAL LIMITS:** The Cardmember is covered world-wide with the exception of the COUNTRY OF DEPARTURE.

Please note the following:

If the Cardmember is undertaking a holiday on a cruise ship, all appropriate benefits will apply when the Cardmember is on board the cruise ship, whilst the Cardmember is embarking or disembarking. The INSURER will not pay for the costs of air-sea rescue or emergency transfer ship to shore.

**HOME:** The Cardmember's principal place of residence in the COUNTRY OF DEPARTURE.

**MANUAL WORK:** Work involving hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial/ supervisory, sales or administrative capacity), or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind (other than in the catering industry).

**MEDICAL EMERGENCY:** A bodily injury sustained, or sudden and unforeseen illness suffered, by the Cardmember whilst on a TRIP which results in immediate in-patient or out-patient TREATMENT being deemed necessary by a licensed medical practitioner.

**PRE-EXISTING MEDICAL CONDITION:** Any medical or mental condition existing prior to a TRIP and/ or causing the Cardmember and/or dependent pain or physical distress or severely restricting his or her normal mobility, and including (but not limited to):

- A condition for which the Cardmember is on a waiting list for hospital in-patient TREATMENT;

- A condition referred to a medical specialist or the cause of in-patient TREATMENT within the six months prior to the TRIP;

- Any mental condition including fear of flying or other travel phobia;

- A condition for which a terminal prognosis has been provided by a medical practitioner.

**STRIKE or INDUSTRIAL ACTION:** Any form of industrial action whether organised by a trade union committee or not which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**TREATMENT:** Surgical or medical procedures, the sole purpose of which is the cure or relief of acute illness or injury. **TRIP:** The Cardmember is covered during an unlimited number of private or business TRIPS commencing and ending in the COUNTRY OF DEPARTURE world-wide, of maximum 91 consecutive days; the cover is, however, limited to a total of 183 days spent outside the COUNTRY OF DEPARTURE in any 12 month period. *Please note the following:* 

The Cardmember will be covered when undertaking Winter Sports, on condition that the total time the Cardmember spends engaged in these activities does not exceed a maximum of 17 days in total per annual period of insurance.

**WINTER SPORTS**: On- and off-piste skiing, on- and off-piste snowboarding, tobogganing, glacier skiing, outdoor ice skating on recognised public rinks.

The Cardmember is covered when taking part in WINTER SPORTS, as defined in the Meaning of Words, on condition that the total time the Cardmember spends engaged in these activities does not exceed a maximum of 17 days in total per annual period of insurance.

The Cardmember is not covered when engaging in bobsleigh, heli skiing, ice hockey, luge, paraskiing, skeleton, ski jumping, ski racing or ski stunting.

# **Special Conditions applying Off-Piste**

The INSURER expects the Cardmember to comply with the following guidelines:

- The Cardmember must observe the rules of the resort or area. If in doubt, the Cardmember should follow the advice of local guides or instructors.
- Where off-piste is only allowed in the company of a guide, the guide's advice should be strictly followed.
- Inexperienced skiers or snowboarders should not go off-piste except under the supervision of a guide.
- As a general rule, the Cardmember should exercise common sense and follow sensible local practices.

## BENEFITS

#### **1. ASSISTANCE SERVICES**

The Cardmember is entitled to obtain:

1.1 MEDICAL EMERGENCY ASSISTANCE

#### **REFERRALS TO MEDICAL SERVICES:**

AXA ASSISTANCE will refer the Beneficiary 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:

If the Cardmember's condition or the circumstances require it, AXA ASSISTANCE will send a doctor to the Cardmember in order to assess the medical condition; (the cost of health treatment and any doctor's fees shall be borne by the Cardmember (charged to Cardmember's Account and subject to authorisation by AEME).

#### HOSPITAL ADMISSION:

AXA ASSISTANCE will organise the subsequent admission into an appropriate hospital and, if requested, guarantee the medical expenses (to be charged to Cardmember's Account and subject to authorisation by AEME).

#### DISPATCH OF NECESSARY MEDICINES WHICH CANNOT BE FOUND LOCALLY:

If the Cardmember's condition or the circumstances require it, and if legally possible, AXA ASSISTANCE will despatch the medicine to the Cardmember's location. (The cost of the medicine shall be borne by the Cardmember. The cost of shipment shall be borne by AXA ASSISTANCE).

#### REPLACEMENT OF BROKEN, LOST OR STOLEN GLASSES OR CONTACT LENSES:

If the Cardmember's condition or the circumstances require it, AXA ASSISTANCE will despatch replacement lenses or glasses to the Cardmember's location. (The cost of the actual lenses or glasses shall be borne by the Cardmember. The cost of shipment shall be borne by the AXA ASSISTANCE).

#### TRANSFER OF LOST OR FORGOTTEN PRESCRIPTIONS

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).

## **1.2 LEGAL ASSISTANCE**

## LAWYER REFERRALS

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

If the Covered Person is jailed (or threatened to be) AXA ASSISTANCE will appoint and advance the fees of a lawyer up to US\$ 1,000 (to be charged to Cardmembers' Account and subject to authorisation by AEME)

## ADVANCE PAYMENT FOR BAIL BOND

If the Covered Person is jailed (or threatened to be), AXA ASSISTANCE shall advance the bail bond up to US\$ 10,000 (to be charged to Cardmembers' Account and subject to authorisation by AEME).

#### **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).

# **1.3 PERSONAL ASSISTANCE**

AXA ASSISTANCE will endeavour to provide:

- 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 World-wide
- Referrals to Embassies or Consulates
- Referrals to Interpreters

# 1.4 TRAVEL ORIENTED EMERGENCY ASSISTANCE

## CASH ADVANCES

In the event of lost or stolen cash, Travellers Cheques, Credit and Charge Cards or in the event that there are no American Express Travel Service Offices or ATMs available at the Cardmember's location, AXA ASSISTANCE shall advance cash to the Cardmember up to US\$ 1,000 (to be charged to Cardmember's Account and subject to authorisation by AEME).

#### URGENT MESSAGE RELAY

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

#### LUGGAGE ASSISTANCE

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

#### ASSISTANCE FOR RETURN TRIP

In case of loss or theft of the American Express Gold Credit Card or identity papers necessary to return home, AXA ASSISTANCE will 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 for an amount up to US\$ 1,000 (to be charged to Cardmember's Account and subject to authorisation by AEME).

## **2 MEDICAL ASSISTANCE BENEFITS**

## 2.1 REPATRIATION EVACUATION

Additional travelling costs incurred in repatriating the Cardmember to the COUNTRY OF DEPARTURE when recommended by AXA ASSISTANCE Senior Medical Officer. The INSURER will pay for the cost of a medical escort if considered necessary. Also the INSURER will pay the additional travelling and reasonable accommodation costs incurred in returning to the Cardmember's HOME address the Cardmember's spouse or common law or same sex partner and/or the Cardmember's children accompanying the Cardmember on the TRIP and subject to being covered under this Group - Policy.

## 2.2 REPATRIATION OF REMAINS

a. Transportation costs of returning the Cardmember's body to the HOME in the COUNTRY OF DEPARTURE or alternatively

b. Cremation of a Cardmember abroad and transportation costs of returning the ashes to the HOME in the COUNTRY OF DEPARTURE or alternatively

c. Burial of a deceased Cardmember abroad (costs payable up to US\$ 3,000).

## 2.3 ADDITIONAL COST FOR ACCOMMODATION

If medically required, the Insurer shall pay hotel accommodation for the Cardmember prior to his/her return to the COUNTRY OF DEPARTURE (US\$ 100 per day for up to 5 days).

#### What is not covered:

a. accommodation costs other than the cost of the room.

b. anything mentioned in Section 5 General Exclusions.

## 2.4 ADDITIONAL TRAVEL EXPENSES

In the event of repatriation of the Cardmember and/or his/her dependents, the INSURER will pay additional travel expenses arranged by the INSURER for the other person covered under the Group Policy to return to the COUNTRY OF DEPARTURE, provided that the original travel ticket cannot be used.

#### What is not covered:

Anything mentioned in Section 5 General Exclusions.

#### 2.5 VISIT OF A CLOSE RELATIVE

In the event of in-patient treatment of the Cardmember and/or his/her dependents for more than 7 consecutive days, the INSURER will pay for the cost of a round trip ticket for a CLOSE RELATIVE, living in the COUNTRY OF DEPARTURE, to enable him/her to visit the hospitalised person at the overseas location.

#### 2.6 RETURN HOME OF CHILDREN

Additional travelling costs incurred in returning each dependent, being a child under 15 years of age, to the HOME address in the COUNTRY OF DEPARTURE if incapacity of the responsible Cardmember leaves such child unsupervised. A competent person will be provided to accompany the child HOME.

#### What is not covered:

Any air travel costs in excess of a one-way economy/tourist class ticket for each child to be repatriated.

#### 2.7 MEDICAL ASSISTANCE TO CHILDREN AT HOME

In the event of sickness or injury of the Cardmember's child being less than 15 years of age and left at home while the Cardmembers is travelling outside the COUNTRY OF DEPARTURE, AXA ASSISTANCE shall monitor the child's medical condition and keep the Cardmember informed. Any subsequent need for transportation and hospitalisation of the child shall be organised by AXA ASSISTANCE and charged to the Cardmembers' Account and subject to authorisation by AEME.

#### What is not covered under Section 2 MEDICAL ASSISTANCE BENEFITS:

- a. PRE-EXISTING MEDICAL CONDITIONS.
- b. pre-planned or pre-known medical TREATMENT abroad or travel undertaken solely for such purpose.
- c. Any cost for treatment or transportation in the COUNTRY OF DEPARTURE.
- d. any costs relating to pregnancy within eight weeks of the estimated date of delivery.
- e. any costs incurred in the COUNTRY OF DEPARTURE other than in connection with the Cardmember's transportation or remains to HOME from abroad.
- f. any costs where the transportation has not been arranged by the INSURER.
- g. costs in excess of US\$ 250 which have not been authorised by the INSURER in advance (when the Cardmember has not been physically prevented through the Cardmember's medical condition from contacting the INSURER).
- h. any costs incurred when the Cardmember is engaging in the following WINTER SPORTS: bobsleigh, heli skiing, ice hockey, luge, paraskiing, skeleton, ski jumping, ski racing, ski stunting.
- i. air sea rescue costs.
- j. anything mentioned in Section 5 General Exclusions.

# **3 PERSONAL ASSISTANCE BENEFITS**

#### EMERGENCY RETURN HOME

The INSURER will pay all necessary additional travelling costs incurred in transporting the Cardmember HOME early from a TRIP (and, if required, back to the overseas location within the original period of the booked TRIP) as a result of the following:

- 1. The sudden and unforeseen death or imminent demise, or the sudden and unforeseen hospitalisation due to serious accident or illness, of a CLOSE RELATIVE or BUSINESS ASSOCIATE in the COUNTRY OF DEPARTURE during the period of a TRIP which requires the Cardmember's immediate return.
- 2. Accidental damage to, or burglary, flooding or fire affecting the Cardmember's HOME or usual place of business in the COUNTRY OF DEPARTURE when a loss in excess of US\$ 2,000 is involved or when the Cardmember's presence is required by the Police in connection with such events.

#### What is not covered:

- a. Any illness, or death or imminent demise of a CLOSE RELATIVE due to a PRE-EXISTING MEDICAL CONDITION
- b. Any costs when the transportation has not been arranged by the INSURER.
- c. Any air travel costs in excess of an economy/tourist class ticket for each Cardmember.
- d. Anything mentioned in 5 General Exclusions.
- e. General Terms Applying to All Parts of This Group Policy.

# **4 GENERAL CONDITIONS**

- 1. The Cardmember must take all reasonable steps to avoid or minimise any claim.
- 2. The Cardmember must avoid needless exposure to peril except in an attempt to save human life.
- 3. The INSURER will make every effort to apply the full range of services in all circumstances dictated by the Terms and Conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided but in all cases where such difficulties pertain, the full monetary benefits of the insurance cover will apply.
- 4. The Cardmember must comply with all the Terms and Conditions of this Group Policy before a claim will be paid. The Cardmember must make no admission, offer, promise or payment without our prior consent.
- 5. In the event of an emergency or of any occurrence which may give rise to a claim for costs exceeding or likely to exceed US\$ 250 under this Group Policy, the Cardmember must contact the INSURER immediately when the Cardmember is able to do so and before the Cardmember authorise any costs and expenses.
- 6. The INSURER is entitled to take over the Cardmember's rights in the defence or settlement of a claim or to take proceedings for our own benefit against another party and shall have full discretion in such matters. The INSURER may, at any time, pay to the Cardmember our full liability under this Group Policy after which no further liability shall attach to the INSURER in any respect or as a con sequence of such action.
- 7. If the Cardmember is repatriated, he/she must give the INSURER the benefit of any unused travel tickets which would otherwise have been utilised by the Cardmember.
- 8. The Cardmember must give the INSURER written notice of any event which may lead to a claim, within 28 days of the Cardmember's return HOME to the COUNTRY OF DEPARTURE. As often as the INSURER requires the Cardmember shall submit to medical examination at the INSURER's expense. In the event of the death of the Cardmember the INSURER shall be entitled to have a post mortem examination carried out at the INSURER's expense. The Cardmember must supply the INSURER with a written statement substantiating the Cardmember's claim, together with (at the Cardmember's own expense) all certificates, information, evidence and receipts that the INSURER requires.
- 9. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this Group Policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to the INSURER.
- 10. The Cardmember will be required to reimburse to the INSURER, within one month of the INSURER's request to the Cardmember, any costs or expenses the INSURER has paid out on the Cardmember's behalf which are not covered under the Terms of the insurance.
- 11. All benefits and services insured under this Group Policy will be provided subject to the Laws of the country where the incident giving rise to the claim occurs.
- 12. When engaging in any sport or holiday activity (not excluded under the General Exclusions), the Cardmember must accept and follow the supervision and tuition of experts qualified in the pursuit or activity in question, and the Cardmember must use all appropriate precautions, equipment and eye protection.
- 13. The following sports and activities are not covered : American football; boxing; bungee jumping; flying (other than as a fare-paying passenger in a licensed passenger-carrying aircraft); go karting; hang gliding; hot air ballooning; martial arts; microlighting; mountain biking; mountaineering; motor rallies; parachuting; paragliding; piloting an aircraft; polo; potholing; rock climbing; rugby; Tour Operator safari using guns; white water canoeing; yachting more than 20 nautical miles from the nearest coastline; the following WINTER SPORTS activities: bobsleigh, heli skiing, ice hockey, luge, paraskiing, skeleton, ski jumping, ski racing, ski stunting.
- 14. The following sports and activities will only be covered if the Cardmember undertake these sports and activities as only incidental to the main purpose of the Cardmember's TRIP: jetskiing; parascending; scuba diving below 30 metres; white water rafting.
- 15. Although the INSURER is prepared to cover the Cardmember when undertaking certain sports and activities, the availability of the insurance cover does not, in itself, imply that the INSURER or AEME consider such sports and

activities as safe. At all times the Cardmember must satisfy the condition that the Cardmember is capable of safely undertaking the planned sport or activity, and the Cardmember must take all due care to avoid injury, accident or loss to yourself and to others.

# **5 GENERAL EXCLUSIONS**

No Benefit of this Group - Policy shall apply in respect of:

- 1. Expense which at the time of happening is insured by, or would, but for the existence of this Group Policy, be insured by any other existing certificate, policy or any organisation's service. If the Cardmember has any other policy in force which may cover the event for which the Cardmember is claiming, the Cardmember must tell the INSURER.
- 2. Costs which would have been payable if the event being the subject of a claim had not occurred.
- 3. Any wilful act of the Cardmember.
- 4. Needless self exposure to peril except in an endeavour to save human life.
- 5. The Cardmember's suicide, insanity, intentional self-injury, alcoholism, drug addiction or solvent abuse or the Cardmember being under the influence of alcohol or drug.
- 6. Sexually transmitted diseases.
- 7. Any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused.
- 8. The Cardmember engaging in MANUAL WORK (as defined in the Meaning of Words) in conjunction with any profession, business or trade during the TRIP.
- 9. The Cardmember engaging in or practicing for the following sports and activities: hunting; professional sports; horse jumping; hunting on horseback; steeple chasing; solo mountain climbing; any form of motor racing, speed, performance or endurance tests; solo caving; cave diving.
- 10. Loss, damage, death, injury, illness, disablement or expense caused by: war; invasion; act of foreign enemy; hostilities (whether war be declared or not); terrorist activity; civil war; rebellion; revolution; insurrection; military or usurped power; the Cardmember taking part in civil commotion or riot of any kind; the Cardmember fighting (except in self-defence).
- 11. Loss or destruction or damage or any expense whatsoever resulting from: lonising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component there of.
- 12. Consequential loss of any kind arising from the provision of, or any delay in providing, the services to which this Group Policy relates, unless negligence on our part can be demonstrated.

## 6 MAKING A CLAIM

The Cardmember must check the Terms and Conditions of Insurance and the appropriate Section of this Group-Policy to make sure that what he/ she is claiming for is covered.

Phone the Claims Helpline to obtain a claim form, giving the Cardmember's name and Card Number, and brief details of the Cardmember's claim.

All claims must be submitted within 28 days of the Cardmember's return HOME from a TRIP, on a Group - Policy claim form, accompanied by original invoices, receipts, reports, etc.

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

Telephone: (+971) 4 4294096 E-mail: <u>claims@axa-assistance-claims.com</u>

Please remember that it is always advisable to retain copies of all documents when submitting the Cardmember's claim form.