

#### **Covid-19 Extension**

Please note that this Endorsement shall attach to and form part of the Policy Wording.

Definition:

Covid-19	Refers to an infectious disease caused by severe acute respiratory syndrome
	corona virus 2 (SARS-Cov-2)

All terms defined and references construed in the Policy shall have the same meaning and construction in this Endorsement. As part of this Endorsement, the following clause have been added in the Policy Wording for all plan types:

#### **Travel Cancellation**

Conditions applicable to Travel Cancellation:

- 1. You are diagnosed with Covid-19 within fourteen (14) days or less prior to the traveling date resulting in the need to cancel the planned Trip.
- 2. You have been advised by a registered doctor to be on compulsory quarantine and the planned Trip is within the quarantine period resulting in the need to cancel the planned Trip.
- 3. You have been advised by a registered doctor to be on compulsory quarantine and the planned Trip is within the quarantine period resulting in the need to cancel the planned Trip.
- 4. The government of the Country of Departure or Country of Arrival issued a travel ban, provided this Policy was issued prior to the official government announcement of such travel ban. The Insured is required to provide the official government memorandum on travel ban to their intended destination.
- 5. A maximum of 50% sublimit from the travel cancellation coverage stated in the Schedule of Benefits shall be covered under this Policy.

Except as provided above, all other terms and conditions of the Policy shall remain unchanged and continue to be binding on the Policyholder.



# **Travel Cancellation Assurance**

### **INTRODUCTION**

This Policy Wording applies in accordance to the plan You have purchased. It contains details of the coverage, conditions, restrictions and exclusions and shall form the basis on the insurance Policy. Please read the Policy Wording carefully to understand the coverage and applicable sections based on the plan purchased to ensure that the same suits Your requirements and needs best.

#### 1. Your travel insurance Policy

- 1.1. This travel insurance provides coverage for specified events that occur before, during and in connection with **Your Trip**.
- 1.2. **You** are covered for any unforeseen circumstances that result in cancellation of your planned Trip; and /or during Your Trip, you need to re-book your tour due to Common Carrier Delay.
- **1.3** You are covered up to a maximum of thirty (30) days (the start and end dates are set out in **Your Certificate of Insurance**). All **Trips** must begin and end in the **Country of Departure**. You must purchase this travel insurance before **You** travel out of **Country of Departure**.
- **1.4** If **You** are travelling one way, the coverage will cease after three (3) days following the start date mentioned on **Your Certificate of Insurance**.
- **1.5** You can call Us 24-hours a day, three hundred and sixty five (365) days a year or email Us as below: -

Middle East: +971 4 4203920 Indian Subcontinent: +911244688488 Europe / North Africa: +441786310605 US & Canada: +17864727700 Email: sales@pannorthjo.com

#### 2. Premiums and Payments

2.1 Once premiums are paid, this **Policy** cannot be cancelled and premiums paid are not refundable.

#### 3. Law

- 3.1 This contract will be governed by the law and regulations of the **Country of Departure** as stated in the **Certificate of Insurance**.
- 3.2 The Company issuing the insurance **Policy** may vary from one country to another country. For full details of the issuing insurance Company please refer to **Your** insurance certificate.

#### 4. Contact Us

#### 4.1 For <u>Claims</u> and <u>Enquiries</u>, We are happy to assist **You** at:

Middle	Indian Subcontinent	Europe / North Africa	US & Canada
East			
Jordan French Insurance Co	Asia Medical	AMA Assistance GmbH	AMA GLOBAL
(P.L.C)	AssistancePvt. Ltd.	Vienna Le Palais	ASSISTANCEUSA
Al-Sharif Abdel Hamid Sharif	C/o Private	Herrengasse 1-3, 2nd	667 Madison
Building,	Hospitalcomplex	floor	Avenue, 5thfloor,
No.124 Amman-Jordan, P.O	DLF City, Phase-	1010 Wien, Austria	New York City, NY
Box 3272, Amman	2,M.G.Road,		10065
	Gurgaon -		
	122002,Haryana,		
	India		
Telephone:	Telephone:	Telephone:	Telephone:
+97144203920	+911244688488	+441786310605	+17864727700
Email: sales@pannorthjo.cor	<u>n</u>		
Assistance Company:		Company:	
AMA GLOBAL UAE			
Level 41, Emirates Towers			
Sheikh Zayed Road, Dubai, UA	E		
P.O Box 31303			

4.2 You can contact Us at any time for assistance. Please provide Us all relevant information and our experienced co-ordinators will assist You accordingly. Please make sure You have details of Your Policy before You contact Us to ensure that We can assist You effectively.

### **GENERAL INFORMATION**

#### 1 Contract of Travel Insurance

This **Policy** Terms and Conditions together with the **Certificate of Insurance** form the basis of **Your** contract of insurance. It contains certain conditions, exclusions, general conditions and exclusions. **You** must meet these conditions or **We** may not accept **Your** claim. **The Policy**, **once purchased, cannot be cancelled and there shall be no refund applicable**.

#### 2 Eligible Persons

All customers who have purchased Travel Cancellation Assurance.

#### 3 Health

**Your** insurance contains conditions that relates to **Your** health and the health of other related persons who may not be traveling with **You** but whose medical information may be of importance to **Us**. **We** also do not cover medical problems that **You** or **Your** related persons have or had before the commencement of this coverage.

#### 4 Rejection of Claim

If a theft occurs resulting in the claim as a result from **Your** carelessness, **We** may not pay **Your** claim.

#### 5 No Liability/Restriction

We are not liable to make any payment for any liability under any Benefit of this **Policy** or make any payment under any extension for any loss or claim arising in, or where **You** or any of **Your** beneficiary under the **Policy** is a citizen or instrumentality of the government of, any country against which any laws and/or regulations governing this **Policy** and/or **Us**, its parent **Company** or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting **Us** to provide insurance coverage transacting business with or otherwise offering economic benefits to **You** or any other beneficiary under the **Policy**. It is further understood and agreed that no benefits of payments will be made to any beneficiary who is or are declared unable to receive economic benefits under the laws and/or regulations governing this **Policy** and/or **Us**.

#### 6. More information?

If **You** have any questions about this **Policy** or **You** would require more information, please email **Us** at <u>sales@pannorthjo.com</u>. **We** are committed to respond to **Your** enquiryas soon as possible.



#### 7. Data Disclosure

By executing this application or by entering into this contract of Insurance, the **Insured Person** consents to the **Company** processing data relating to the **Insured Person** for providing insurance products and services, legal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to the **Insured Person**.

The **Insured Person** consents to the **Company** making such information available to authorised third parties including but not limited to any Group Company, those who provide products or services to the Insurer or any Group Company, and regulatory authorities, withinand outside the **Insured Person's** country of domicile.



### **Travel Cancellation Assurance**

#### **Policy Terms & Conditions**

This insurance plan is offered exclusively to the customers of XXX via<u>Microsite Link</u> (hereinafter referred to as the "*Insured Persons, You, Your*").

#### **Schedule of Benefits**

This benefit will reimburse the Insured Person up to the maximum limit (as per the plan purchased) for any unused and non-refundable portion of the necessary and reasonable Common Carrier travel expenses, accommodation expenses or Administrative charges due to cancellation /curtailment.

One Way Plan	Platinum Plan/Limit	Gold Plan/Limit	Silver Plan/Limit
1 – 3 Days	Up to USD 3,000	Up to USD 2,000	Up to USD 1,500

Return Plan	Platinum Plan/Limit	Gold Plan/Limit	Silver Plan/Limit
Trip duration			
1 – 7 Days	Up to USD 3,000	Up to USD 2,000	Up to USD 1,500
8 – 15 Days	Up to USD 3,500	Up to USD 2,500	Up to USD 2,000
16 – 30 Days	Up to USD 4,000	Up to USD 3,000	Up to USD 2,500

5% Excess is applicable for all sections.



### **Travel Cancellation Assurance**

Whereas the **Insured Person** has applied for the insurance hereinafter contained and has paid the premium as consideration for such insurance and a copy of the **Travel Cancellation Assurance Certificate of Insurance** has been issued, the **Insurers** agree to insure the individuals who purchased the **Travel Cancellation Assurance** (hereinafter referred to as the "**Insured Person**") from the **Company** against loss covered by this Master Policy (hereinafter referred to as the "**Policy**") as set out herein and subject always to the exclusions, provisions and terms contained in the**Policy**.

## **Definitions and Interpretations**

Wherever the following words or phrases appear in this **Policy**, they will always have the meanings shown under them.

		1		
Accident /	means a sudden and			purchased of the Air
Accidental	unforeseen event			Ticket)
	caused by something		Acts of	means any actual or
	external and visible,		Terrorism	threatened use of
	which results in physical			force or violence
	bodily injury, leading to			directed at or causing
	total and permanent			damage, injury, harm
	loss of sight, total and			or disruption, or
	permanent loss of use			commission of an act
	of a limb or permanent			dangerous to human
	disablement or death,			life or property,
	within a year of the			against any individual,
	incident.			property or
				government, with the
Airline	means any <b>Airline</b>			stated or unstated
	operated under a			objective of pursuing
	license for the regular			economic, ethnic,
	transportation of fare-			nationalistic, political,
	paying passengers over			racial or religious
	fixed scheduled flying			interests, whether such
	routes between			interests are declared
	established licensed			or not. Robberies or
	commercial airports.			other criminal acts,
				primarily committed for
Air Ticket	refers to any air ticket(s)			personal gain and acts
	issued in <b>Your</b> name by			arising primarily from
	Airline for a Trip as			prior personal
	mentioned in the			relationships between
	itinerary (electronic			perpetrator(s) and
	acknowledgement			victim(s) will not be
	generated upon			
		]		considered as an act



	of terrorism. Act of terrorism also includes any act, which is verified or recognised by the (relevant) government as an act of terrorism or reported through certified media such as National Newspapers.
Airline Authority	means government authority in a country that oversees the approval and regulation of civil aviation.
Administration	means the cost that the vendor / supplier will charge to the Insured to replace tour / services that the Insured miss due to Common Carrier delay.
Certificate of Insurance	means a certificate which is issued by <b>Us</b> to <b>You</b> after payment of the applicable premium has been made and received by <b>Us</b> .
Chartered Flights	means air conveyance organized by the business producer for travel on regular and published routes for a period of one (1) month or more and is licensed by the government authority having jurisdiction for scheduled transportation of individuals who travel as fare paying passengers.
Common Carrier	refers to any registered operator, who is licensed with the local government and

	provides regular
	scheduled
	transportation services for individuals who
	travel as fare paying
	passengers in vehicles
	as listed below: airport
	limousine, bus, coach,
	taxi, ferry, hovercraft,
	hydrofoil, ship, train,
	tram or underground train.
Country of	refers to the country
Departure	where the <b>Insured</b>
Departure	Person boarded the first
	flight towards the
	Country of Arrival.
Country of	means all country of
Destination	destination serviced by
Destination	any Airlines or Common
	Carrier
Country of	refers to country where
Arrival	the <b>Insured Person's</b>
-	Scheduled Flight is
	destined to depart to.
Customary	means expenses which
, Charges	is charged for
C	medical/hospital
	treatment, supplies or
	services medically
	necessary to treat the
	Insured Person's
	condition; it should not
	exceed the usual level
	of charges for similar
	treatment, supplies or
	medical services in the
	locality where the
	expense is incurred; and
	should not include
	charges that would not
	have been make if no
	insurance was procured.
	•
Departure	refers to the airport
Departure Point	



	country to <b>Your</b> destination begins and where the final part of <b>Your</b> journey back to <b>Your Home</b> country begins.
Epidemic	means a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region. For example, SARS/ Swine Flu (H1N1) / Bird Flu
Excess	means the deduction We will make from the amount otherwise payable under this Policy for each Insured Person, for each section, for each claim incident
First Departure Date	refers to the date of departure shown on Insured Travel Itinerary.
Embassy	means a body of persons entrusted with a mission to a sovereign or government.
Home	means Your usual place of residence in Country of Departure.
Immediate Family Members	refers to legal spouse, legal adoption and / or biological children, children-In-Law, siblings, parents, parents-in law, grandparents

Pandemic	means an outbreak of infectious disease, which meets the following criteria set by World Health Organisation (WHO, that spreads through population across a large region or worldwide. (i) Emergence of a disease new to a population. (ii) Agents infect humans, causing serious <b>Illness.</b> (iii) Agents spread easily and sustainably among humans.
Partner	refers to a person whom You have lived with for six (6) months or more, unless accepted by Us in writing, who is either Your spouse, common law spouse, civil partner, boyfriend or girlfriend.
Permanent Total Disablement	means a disability which prevents <b>You</b> from working in any and every job and which persists continuously for at least twelve (12) months from the date of occurrence. And, at the end of those twelve (12) months, is in <b>Our</b> medical advisor's opinion, such conditions is not going to improve.

Policy	means this document including the <b>Schedule</b> of Benefits		and has not spent more than six (6) consecutive months abroad during the year before the
Physician	a legally licensed practitioner acting		Policy was issued.
	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 <b>Physician</b> must not be: (a) <b>You</b> and/or (b) <b>Your Relative</b> .	Scheduled Flight	refers to commercial flights scheduled by any <b>Airlines</b> and has at all times the requisite and valid licenses or similar authorisations for scheduled air transportation and landing rights for fare paying passengers as issued by the relevant authorities in the country in which it operates, and in
	(b) four kelative.		accordance with such
Pre-existing Medical	means a condition for which medical care,		authorisation, maintain and publish schedules
Condition	treatment, or advice was recommended by or received from a <b>Physician</b> within a <u>two</u> (2) years period preceding the <b>Policy</b> effective date, or a condition for which hospitalization or surgery was required within a <u>five (5)</u> years period preceding the <b>Policy</b> effective date. means husband, wife,	Sickness /	and tariffs for passenger service between named airports. Furthermore, <b>Scheduled Flights</b> shall comply with the ABC World Airways Guide. In addition, departure times, transfers and destination points shall be established by reference to the <b>Insurec</b> <b>Person's Scheduled</b> <b>Flight</b> ticket.
	<b>Partner</b> , grandparent, grandchild, parent, parent-in-law, brother, sister, son, daughter, fiancé or fiancée.	Illness	change in the physical health of an Insured Person that requires the care of a <b>Physician</b> acting within the scope of his license to treat
Resident	refers to a person who has their main <b>Home</b> in <b>Country of Departure</b>		such sickness/illness for which the claim is made wherein such

	sickness/illness is not excluded from this <b>Policy</b> .
Travelling Companion	refers to any person that has booked to travel with <b>You</b> on <b>Your</b> <b>Trip</b> .
Trip	refers to Your holiday or journey overseas for the purpose of leisure and / or business. Your trip shall start at the time that You leave Your address in the Country of Departure or from the start date shown on Your Certificate of Insurance, whichever is later and end on the date You return to the Country of Departure or at the end of the period shown on Your Certificate of Insurance, whichever is earlier. Coverage for Travel Cancellation starts twenty-four (24) hours following the timethat You pay the insurance premium. <u>Note:</u> Any claims incurred after the Trip is not payable. <u>Special Note:</u> Please note that the coverage under this

	Policy expires when You return to Your Country of Departure irrespective of the duration of Your coverage.
Third Party Assistance / TPA	a third party company appointed by <b>Us</b> to administer emergency assistance, claims, customer service and any other related assistance.
War	means any <b>war</b> , 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.
We, Us, Our, Company	refers to the Company providing the insurance coverage as stated in the <b>Certificate of</b> <b>Insurance</b>
You, Your, Insured Person	refers to each <b>Insured</b> <b>Person</b> as named in the <b>Certificate of Insurance</b> attached to this Policy and have duly paid the required premium.

# **TRAVEL CANCELLATION**

The **Company** shall reimburse the **Insured Person** up to the maximum limit as specified for the Travel Cancellation in the Schedule of Benefits for any unused and non-refundable portion of the necessary and reasonable **Common Carrier** travel expenses, accommodation expenses or cancellation / administration charges.

The above benefit applies if at the time of scheduled departure, the **Insured Person** is prevented from taking the **Scheduled Flight** on the Scheduled Departure Date due to the occurrence of any one of the following events within fourteen (<u>14</u>) days prior to the First Scheduled Departure Date or events occurring during the Trip. :-

- (a) Events in connection with an **Insured Person's Immediate Family Member** suffering from:-
  - (i) death; or
  - (ii) hospitalisation, which requires the presence of the Insured Person, which is not anticipated at the purchase date of the Air Ticket
- (b) Events in connection with :-
  - (i) hospitalisation of the Insured Person due to serious Illnesses or serious Accidental bodily injury not anticipated at the purchase date of the Air Ticket;
  - (ii) Serious damage to the Insured Person's vehicle within forty eight (48) hours before the First Departure Date ;
  - Serious damage to the Insured Person's principal residence due to fire, flood or similar natural disaster such as tornado, earthquake, hurricane etc. requiring his/her presence

on the premises on the **First Departure Date**;

- (iv) The Insured Person being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding not anticipated at the purchase date of the Air Ticket.
- Acts of Terrorism in the country of arrival not anticipated at the purchase date of the Air Ticket.
- (vi) If any part of the planned trip/tour

   (as per original itinerary) is
   cancelled / postponed due to the

   Common Carrier's delay caused by technical issue.
- (vii) The Insured Person is mugged during the trip which necessitates curtailment of the Trip.
- (viii) Insured Person's visa application was refused by Embassy within forty-five (45) days prior to the First Scheduled Departure Date and Your travel insurance Policy must be purchased at least 24 hours prior to Your purchase of travel itinerary or travel package.

### TRAVEL CURTAILMENT

The Company shall reimburse the **Insured Person** up to the maximum limit as specified in the Schedule of Benefits for any unused and non-refundable portion of the necessary and reasonable travel and accommodation expenses or cancellation / administration charges if at the time of scheduled departure the **Insured Person** has to curtail his **Trip** to return directly to **Home** country due to the occurrence of any of the following events:-

(a) Hospitalisation of the **Insured Person** due to serious **Illnesses** or serious **Accidental** bodily injury;

(b) Emergency Medical Evacuation of the Insured Person by Emergency Travel Assistance;

(c) Death of Insured Person's Immediate Family Member;

(d) Hospitalisation of **Insured Person's Immediate Family Member** which requires the presence of the **Insured Person**.

Coverage under this section is effective only if coverage is incepted before the **Insured Person** becomes aware of any circumstances which could lead to the disruption of the **Trip**. **Special Exclusions applicable – Travel Cancellation / Curtailment** 

The **Company** shall not be liable for any loss resulting directly or indirectly (in whole or in part) from: -

- (i) criminal acts committed by the **Insured Person**;
- (ii) War, popular movements;
- (iii) Pre-existing medical conditions ;
- (iv) any effect of a source of radioactivity;
- (v) pollution ;
- (vi) Epidemic ;
- (vii) Pandemic ;
- (viii) natural catastrophes
- (ix) climatic events such as lack of snow, etc.
- (x) for any loss, which is or will be compensated by the Airline/ Common Carrier
- (xi) taxes, fees and charges by the government of the Country of Departure / Country of Destination.
- (xii) Insurance premium.
- (xiii) Your failure to check in according to the itinerary supplied to You or failure to obtain a written confirmation from the carriers or their handling agents of the number of hours of delay.

- (xiv) Common delay due to strike, riot or industrial action.
- (xv) Claims on unused / non-refundable cost of tour (as per original itinerary) if the replacement tour / itinerary benefit is compensated by Us / vendor / supplier.

# GENERAL EXCLUSIONS APPLICABLE TO ENTIRE POLICY

This insurance Policy does not cover:-

- (1) payment which would violate a government prohibition or regulation;
- (2) death or injury directly or indirectly occasioned by War, invasion, act of foreign enemy, hostilities or Warlike operation (whether War be declared or not), mutiny, civil War, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization under the order of any government or public or local authority;
- (3) any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
- the Insured Person who is below the age of two (2) or over the age of seventy-five (75) (calculated since last birthday as at the date the insurance was purchased);
- (5) members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or
- (6) military authorities against bandits, terrorists or other elements;
- (7) during air travel except as a fare paying passenger in any properly

licensed private and/or commercial aircraft operated by a licensed **Airline**;

**TRAVEL** Cancellation

any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear of nuclear materials that directly or indirectly results in nuclear reaction or radiation

> or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfiguration, and/or protracted loss of or impairment of the function of a bodily member or an organ;

- (9) any Pre-Existing Condition ;
- (10) suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the **Insured Person** to him/herself whether sane or insane;
- (11) treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related Accident;
- (12) pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
- (13) psychosis, mental or nervous disorders or sleep disturbance disorders;
- (14) cosmetic or plastic surgery or any elective surgery ;
- any congenital defect which has manifested or was diagnosed before the **Policy** commencement date ;
- (16) any form of dental care or surgery unless necessitated by injury caused by the Accident covered under the Policy to sound and natural teeth ;

(17) Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this **Policy**, the definition of AIDS shall be that used by the World Health Organisation in 1987, or subsequent revision by the World Health Organisation of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion

of the Company either the presence of any Human Immune Deficiency Virus (HIV) or antibodies to such Virus) ;

- (18) any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry;
- (19) driving or riding in any kind of race involving motorized vehicles;
- (20) late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time ;
- (21) engaging, practicing or participating in sport in a professional capacity or when an **Insured Person** would or could earn income or remuneration from engaging in such sport ;
- (22) any loss, injury, damage or legal liability suffered or sustained directly or indirectly by an **Insured Person** if that **Insured Person** is :-
  - (a) a terrorist;
  - (b) a member of a terrorist organisation ; or
  - (c) a purveyor of nuclear, chemical or biological weapons;
  - (d) a narcotics trafficker.
- (23) any loss resulting directly and indirectly (in whole or in part) from :

(8)

Assurance



- (a) Pandemic (save for the Endorsement in relation to Pandemic); and/or
- (b) Epidemic(save for the Endorsement in relation to epidemic); and/or
- (24) any loss, injury, damage or legal liability arising directly or indirectly due to any sanction, prohibition and/or restriction per the United Nations resolutions, sanctions, laws and/or any regulations.

# GENERAL CONDITIONS APPLICABLE TO ENTIRE POLICY

- (1) Entire Policy This Certificate of Insurance contains terms and conditions for the insurance coverage and benefits provided herein which shall always be subject to the terms and conditions of the Policy.
- (2) Observance of Insurance Terms and Conditions The due observation and fulfilment of terms and conditions of this Certificate of Insurance in so far as they relate to anything to be done or complied with by the insured or any claimant under this Certificate of Insurance shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- (3) Misrepresentation and Non-Disclosure of Material facts in Application The benefits shall not be payable and the Policy, at the option of the Company, shall be consideredvoidable in the event:-
  - (a) there is a failure to disclose or misrepresentation of any fact with respect to the **Insured Person** that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability ; and/or
  - (b) in all cases of fraud.

### (4) Alterations

The **Company** reserves the right to amend the terms and provisions of the **Policy** and may at any time be amended and changed by the **Company** Any amendment to the **Policy** shall be binding on all persons whether insured under the **Policy** prior to, during, or after the effective date of the amendment. No alteration in the **Policy** shall be valid unless approved by an authorised representative of the **Company** and such approval be endorsed herein.

- (5) Currency of Payment Payment of any claim covered under this Policy shall be made in United States Dollar (USD) currency or its equivalent in any other currency at the prevailing rate of exchange as declared by the Central Bank of the Insurance Company at the time of effecting payment if so required by the Insured Person or his permitted legal personal representatives.
- (6) Compensation Limit The compensation limit is that expressed in the Schedule of Benefits.
- (7) Ages
  All ages referred to in this Policy shall be the age of the Insured Person at his last birthday.
- (8) Country of Residence Coverage provided to the Insured Person is subject to either their residence in Country of Departure or for non-Residents, to their travel through Country of Departure or to their transit through Country of Departure Airport.
- (9) Notice and Procedures of Claims
  - (a) Upon the happening of any event which may give rise to a claim, the Insured Person shall:-
    - (i) notify the Company in writing as soon as possible but not later than thirty (30) days after any event which may give rise to such claim by filling up the claim form as provided by the Company;

- (ii) furnish to the Company in writing, at the Insured Person's own costs and expenses, any evidence and proof including but not limited to information, particulars, original accounts, receipt, invoices. Insured Person's statements, reports and any other documents as the Company may require and shall be in such form and of such nature as the **Company** may prescribe.
- (iii) produce for the **Company**'s examination pertinent documents at such reasonable times and shall co-operate with the **Company** in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.
- (b) The following information and documents shall be furnished to the **Company** under any circumstances in matters of claims:-
  - (i) copies of the record and/or charge forms verifying the relevant Scheduled Flight Air Tickets charged to the Insured Person's credit card account.
  - (ii) a property irregularity report obtained from the Airline Authorities in respect of lost luggage including details of the Scheduled Flight and/or written details and confirmation of the delay or loss incurred.
- (c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by the **Insured Person**. Any delay or nondelivery of baggage shall

immediately be reported to an officer of the **Airline Authorities** to receive such notification.

(10) Proof of Loss

Written proof of loss must be furnished to the **Company** at its said office within ninety (90) days from thedate of loss. Failure to furnish such proof within the time required shallnot invalidate or reduce any claim if it was not reasonable possible to giveproof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1)year from the time proof is otherwise required.

(11) Effect of Fraud

Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.

- (12) Medical Examination The Company at its own expense shall have the right to require additional proof and request medicalexamination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.
- (13) To Whom Claim is Payable Claims for death benefits in respect of the Insured Person shall be payable to the legal beneficiary as stipulated under the Insured Person's country's estate laws. Claims for all other benefits will be paid to the Insured Person. The process of claim including settlement shall be handled between the Company and the Insured Person or his/her estate as the case may be,

whose sole discharge will constitute full and final discharge upon payment.

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(14) Sanctions Clause

Assurance

The **Company** is not liable to make any payment for any claim under any coverage sections of this Policy or make any payment under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the **Policy** is a citizen or instrumentality of the government of any country against which any laws and/or regulations governing this Policy and/or the Company, its parent Company or its ultimate controlling entity haveestablished an embargo or other formof economic sanction which have the effect of prohibiting the Company to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured or any other beneficiary under the Policy. It is further understood and agreed that no benefits of payments will be made to any beneficiary who is or are declared unable to receive economic benefits under the laws and/or regulations governing this **Policy** and/or the **Company**, its parent **Company** or its ultimate controlling entity.

(15) Receipts

The **Company** shall not abide by any notice or any trust charge, a lien, assignment or other dealing with the **Certificate of Insurance**. The receipt by the **Insured Person** for any compensation payable under this **Policy** shall in all cases be a full discharge of liability for the **Company**.

(16) Rights of Nominee
 Consent of nominee where applicable shall not be a pre-requisite to terminate or to cancel this Policy or to

a change of nominee or for that matter for any changes in this **Policy**.

- (17) Incontestability No action at law or in equity shall be brought against the Company immediately one (1) year after date of any covered occurrence.
- (18) Arbitration Clause
  - Any dispute which may arise between the Company and the Insured Person and/or his/her legal representative in relation to the construction of the **Policy** or rights or liabilities of parties hereto shall be referred to arbitration. The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of such agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act or any statutory modification of re-enactment thereof for the time being in force.
- (19) Limitation of Time of Bringing Arbitration If a claim is made under the Policy and rejected by the Company, the insured his/her legal or personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which the Company shall be discharged from all liability whatsoever for that claim.
- (20) Cancellation This Certificate of Insurance once issued is NOT cancellable or refundable.
- (21) Conformity with Law If any provision of this Certificate of Insurance which on its issuance date is in conflict with the law of the country in which the Certificate of Insurance

was issued or delivered, this **Policy** shall be read in conformity to the

Sultanate of Jordan Law.

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Assurance

(22) Sole Responsibility of Insurance Company

Any issues, matters or claims related in whole or part to insurance provided under this Certificate of Insurance shall be the sole responsibility of the Insurance Company.

- (23) Extension of insurance coverage up to maximum three (3) days. The extension covers any Insured Person whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by the Airline. The insurance Company will honour valid claims in such a scenario. No extension is allowed for any other reasons unless approved by Us.
- (24) Duplication of Coverage

In the event that an **Insured Person** is covered by more than one (1) **Policy** purchased through the Company and/or its affiliate's, benefit will be paid by the **Policy** which provides the greatest amount of benefit first. When the amount claimed exceeded the sum insured for the first Policy, **You** may claim the excess amount from the second **Policy**.

- (25) General Interpretation
  - A. Wherever the context requires, the masculine form shall apply to the feminine and the singular term shall include the plural and vice versa.
  - B. If there is a conflict between a translated text, if applicable, for all purposes, the English text shall prevail.

### (26) Subrogation Clause

In any event, where a potential fully or partially approved claim, foresees a right to be

subrogated by the claim adjudicator, the Company reserves the right to do so without prejudice. In such an event the member or the claimant shall have no such objection and grants the **Company** the full rights to do so. Additionally, the claimant will assist and cooperate with the **Company** or its appointed Third Party Assistance wherever needed in good faith. The claimant shall not obstruct any such proceedings or have any objection under for the same any circumstances or given jurisdictions.