

## Introduction

This Policy records the terms under which **certain underwriters at Lloyd's of London** have agreed to provide cover to ABC Banking as **Policyholder** for the benefit of **Cardholders**.

ABC Banking is the sole **Policyholder** of this Policy; it will hold the Policy; and all rights under it. The obligations of ABC Banking as policyholder will extend all rights under the insurance coverage provided by Underwriters to the **Cardholder** but has no obligation to any **Cardholder** to maintain this Policy or the insurance it provides and accordingly ABC Banking is free to exercise any rights to terminate the Policy or to agree with Underwriters to amend, restrict or terminate the Policy at any time.

ABC Banking is the policyholder and ABC Banking recognises that the **Cardholders** have risks that ABC Banking wishes to insure. **Cardholders** have access to the benefits of the Policy by virtue of holding a UPI Diamond Card issued to them by ABC Banking.

**Cardholders** are authorised by ABC Banking as **Policyholder** to contact Crawford, the claims administrator for this insurance as appointed by the Underwriters, directly on its behalf for the purpose of notifying a claim under the insurance benefits.

ABC Banking is responsible for the payment of the premium under this Policy.

Where anything in the Policy relates to a **Cardholder** or anything is to be done by a **Cardholder**, benefits will only be payable for the benefit of the **Cardholder** if the **Cardholder** complies strictly with the requirements of this Policy relating to the **Cardholder**.

Nothing in this Policy will give any rights to any **Cardholder** or other person other than ABC Banking.

ABC Banking has authorised Underwriters to make all payments due under this Policy, other than payments due to service providers, to the **Cardholder**.

Any undertaking by Underwriters to pay any benefit under this Policy is an undertaking made to ABC Banking as **Policyholder**. The **Cardholder** does not have any direct or indirect claim against Underwriters.

Only ABC Banking has any rights to enforce this Policy. Payment by Underwriters of a claim direct to the **Cardholder** on behalf of ABC Banking will discharge Underwriter's obligation to ABC Banking or the **Cardholder** for the incident that is the cause of the claim.

## Eligibility

The benefits summarised in this document are dependent upon the **Cardholder** being a valid **Cardholder** at the time of any incident giving rise to a claim.

Only those **Cardholders** who are not yet 76 (seventy six) years old on the **Effective Date** or renewal date shall be eligible for **Benefits** and/or **Services** under this insurance.

The **Cardholder** is eligible for the **Benefits** and/or **Services** in accordance with the terms and conditions of this **Certificate** or any other eligibility criteria set by the Client in writing with the prior agreement from **Underwriters**.

ABC Banking will give the **Cardholder** notice if there are any material changes to these terms and conditions or if the Policy supporting the benefits is cancelled or expires without renewal on equivalent terms.

The **Benefits** and **Services** provided to the **Cardholder** shall be on a Compulsory Inclusion basis.

## Insurer

The Benefits are underwritten by certain Underwriters at Lloyd's. Lloyd's is authorised and regulated by the Financial Conduct Authority reference number 202761. The Financial Conduct Authority registered address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom.

Travel Assistance under this Policy will be provided by International SOS registered on the following address: Chiswick Park, Building 4, 566 Chiswick High Rd, London W4 5YA.

Claims Administration under this Policy will be provided by Crawford and co registered on the following address: Jan Olieslagerslaan 41, B-4100 Vilvoorde, Brussels, Belgium

**SUMMARY OF BENEFITS, LIMITS OF LIABILITY AND EXCESSES**

Section	Benefit	Benefit Limit per Cardholder per event in USD	Excess per Cardholder per event in USD / Time
6	Medical <b>and</b> Travel Assistance <b>Services</b>	Benefit limit not applicable to this section	N/A
7	Emergency Medical, Evacuation <b>and</b> Repatriation Expenses Medical expenses	1,000,000	100
	Evacuation and Repatriation expenses/ Transportation of Mortal Remains/ Return of Dependent Children	2,000,000	100
8	Personal <b>Accident</b> Full Trip Common Carrier Domestic Common Carrier	150,000 1,000,000 100,000 For children aged 16 and under death benefit is limited to 3,000	Not applicable Not applicable Not applicable
9	Hospital Daily Benefit	40 per day, up to a maximum of 1,200	24 Hours
10	Loss of <b>Baggage</b>	3,000	75
11	Cancellation	7,500	50
12	Missed Departure	650	50
13	Inconvenience: Travel delay	100 per hour, up to maximum of 900	6 hours
	Inconvenience: Baggage delay	40 per hour, up to maximum of 480	4 Hours
14	Purchase Protection	3,000 per item, maximum 20,000 per annum	Not applicable
15	Extended Warranty	500 per item, maximum 20,000 per annum	Not applicable
16	Lost & Stolen	2,000	Not applicable

Compensation payable in respect of Personal

Personal Accident

- |                                                              |                    |
|--------------------------------------------------------------|--------------------|
| 1. Death                                                     | 100% of sums above |
| 2. Total and irrecoverable loss of sight of one or both eyes | 100% of sums above |
| 3. Loss of one or two Limbs                                  | 100% of sums above |
| 4. <b>Permanent Total Disablement</b> (other than above)     | 100% of sums above |

Benefit shall not be payable under more than one of the items above in respect of the consequences of one **Accident**.

### Journeys Covered

This Policy covers all **Journeys** during the **Period of Insurance** provided they meet all of the following conditions:

1. Each **Journey** begins with the **Cardholder's** departure from the home where such **Cardholder** normally resides and shall have ended upon return to that home during the **Period of Insurance**.
2. No individual **Journey** exceeds 90 consecutive days;
3. at least 50% of the total value of tickets for travel on a **Domestic Common Carrier** or **Common Carrier** have been paid by using such **Cardholder's** UnionPay International Diamond **Card** issued by ABC Banking

### Journeys Not Covered

We will not cover any **Journey**:

1. when the **Cardholder** is travelling against the advice of a **Doctor** (or would be travelling against the advice of a **Doctor** had the **Cardholder** sought his/her advice);
2. when the **Cardholder** is travelling with the intention of obtaining medical treatment or consultation **Abroad**;
3. if the **Cardholder** has any undiagnosed symptoms that requires attention or investigation in the future (that is symptoms for which the **Cardholder** is awaiting investigation or consultation, or awaiting results of investigations, where the underlying cause has not been established)
4. where, on the date it is booked (or commencement of the **Period of Insurance** if later), the **Cardholder** is aware of any reason why it might be cancelled or **Curtailed**, or any other circumstance that could reasonably be expected to result in a claim under the Policy;
5. where the leisure activities and sports or activities, listed below are the sole or main reason for the **Journey**;
6. if the **Partner** or **Child** is travelling without the **Cardholder**.

A full list of exclusions is contained within the policy wording.

### People Covered

There is no insurance under the Policy unless all of the following conditions are met:

1. The **Cardholder** must be:
  - a. not yet 76 years old, and;
  - b. is a holder of a ABC Banking UPI Diamond **Card** issued by the **Policyholder**, and;
  - c. will include any family travelling with the **Cardholder** on the same **Journey**

**Family** shall mean the **Spouse** and **Dependent Children** of the holder of the **Card**.

**Dependent Children** shall mean the children, step-children and legally adopted children of the **Cardholder** who are:

- i) unmarried, and;
- ii) living with such **Cardholder** (unless living elsewhere whilst in full time education), and;
- iii) under 19 years of age (or under 24 years of age if in full time education)

**Spouse** shall mean either the **Cardholder's** legal wife/husband or, if the **Cardholder** is not married, the **Cardholder's** common law partner who has cohabited with the **Cardholder** at the same address for a continuous period of at least 1(one) year prior to the **Journey**.

### Emergency Assistance

Contact International SOS by Telephone: +44 (0) 208 762 8146.

In the event of a serious illness or accident which may lead to in-patient hospital treatment, or before any arrangements are made for repatriation or in the event of **Curtailement** necessitating the **Cardholder's** early return **Home** or in the event of an emergency the **Cardholder** must contact **International SOS**. The service is available to the **Cardholder** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment the **Cardholder** must contact **International SOS** as soon as possible. Private medical treatment is not covered unless authorised specifically by **International SOS**.

**International SOS** has the medical expertise, contacts and facilities to help should the **Cardholder** be injured in an accident or falls ill. **International SOS** will also arrange transport to the **Cardholder's Home** when this is considered to be medically necessary, or when the **Cardholder** has a notice of serious illness or death of an **Immediate Family Member** at the **Cardholder's Home**.

If the **Cardholder** is admitted to a hospital/clinic while outside the **Country of Residence**, **International SOS** will arrange for medical expenses covered by the Policy to be paid direct to the hospital/clinic. To take advantage of this benefit the **Cardholder** must contact **International SOS** as soon as possible.

## Policy Terms and Conditions

Please read the whole document carefully. It is arranged in different sections. It is important that **You** comply with **Your** duties under each section and under the insurance as a whole.

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### Section 1: THE CERTIFICATE OF INSURANCE

- 1.1 This **Certificate** is a contract of Insurance. This document contains the details of the cover, and the terms, conditions and exclusions relating to each **Cardholder**, and is the basis upon which all claims will be settled.
- 1.2 In consideration of payment of the premium by the **Policyholder**, the **Cardholder** is entitled to payment of **Benefits** and **Services** under this **Certificate**, during the Period of Insurance, within the geographical limits, subject to the terms, conditions and exclusions.
- 1.3 The **Benefits** are underwritten by certain **Underwriters** at Lloyd's. Lloyd's is authorised **and** regulated by the Financial Conduct Authority reference number 202761. The Financial Conduct Authority registered address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom.
- 1.4 The **Services** are either provided or arranged by **International SOS**. In certain cases, where **International SOS** arrange assistance **Services**, the cost of such **Services** must be borne by the **Cardholder**.
- 1.5 This **Certificate** shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction in any dispute arising hereunder unless otherwise agreed by **Underwriters** in writing.

## Section 2: MEANING OF WORDS

The following words or expressions shown below appear in bold in this **Certificate** and have the following meanings wherever they appear

**Accident** shall mean any sudden, unexpected, external and violent and specific event which occurs at an identifiable point in time and place during a **Journey** which results in **Bodily Injury**.

**Act of Terrorism** shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Baggage** shall mean accompanied personal goods belonging to the **Cardholder** or for which the **Cardholder** is responsible and which are taken by the **Cardholder** on a **Journey** or acquired by the **Cardholder** during a **Journey**. **Baggage** shall include **Jewellery and Valuables**.

**Benefits** shall mean the **Benefits** supplied by **Underwriters** under the terms **and** conditions of this **Certificate**, as set out in sections 7 to 17 inclusive.

**Bodily Injury** shall mean identifiable physical injury or death, which is caused by an **Accident**.

**Card** shall mean a **Card** issued pursuant to the Client's **Card** program in which the **Benefits** and **Services** of this **Certificate** have been incorporated.

**Cardholder/s** shall mean any person not yet 76 (seventy six) years old who is a holder of a UnionPay International Diamond **Card** issued by the **Policyholder** bearing Bank Identification Number (BIN) 62346001, and will include any **Family** who are all travelling with him/ her on a **Journey** from his/her Principal Country of Residence with pre-assigned ticketing.

**Certificate** shall mean this certificate of Insurance.

**Common Carrier** shall mean any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Compulsory Inclusion** shall mean the automatic provision of **Benefits** and **Services** to the **Cardholders** where the **Benefits** and **Services** are not offered on an optional basis.

**Covered Purchase** means an item purchased by a **Cardholder** and paid for by using an Eligible Account. For a purchase to be considered a **Covered Purchase**, the entire purchase amount for the item must have been made through the Eligible Account.

**Crawford and Company** shall mean Crawford and Company - Jan Olieslagerslaan 41 • 1800 Vilvoorde, Belgium

**Curtailement/Curtail** shall mean abandoning the **Trip** by direct return to the country of residence or by attending a hospital abroad for in excess of 48 hours as an in-patient.

**Default** shall mean any breach of the obligations of either **Party** or any act, omission, negligent act or statement of either **Party**, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting **Party** to the other.

**Dependent Children** shall mean the children, step-children and legally adopted children of the **Cardholder** who are:

- i) unmarried, and;
- ii) living with such **Cardholder** (unless living elsewhere whilst in full time education), and;
- iii) under 19 years of age (or under 24 years of age if in full time education)

**Domestic Common Carrier** shall mean any domestic public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Due Diligence** means the performance of all vigilant activity, attentiveness and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect a Covered Purchase from loss, theft or damage.

**Effective Date** shall mean 10<sup>th</sup> March 2017.

**Eligible Account(s)** means card accounts if in good standing and open to use, with or without balances.

**Expiry Date** shall mean 9<sup>th</sup> March 2018.

**Family** shall mean the **Spouse** and **Dependent Children** of the holder of the **Card**.

**Fraud** shall mean an Occurrence in which merchandise relating to a Covered Transaction of the Cardholder is neither received by the Cardholder nor does the merchandise fit the description displayed on the internet.

**Hacking** shall mean the unauthorised entry to an E-commerce site by any person or persons.

**Illness** shall mean any sudden and unexpected deterioration of health, that first manifests during a **Journey** and which is certified by a qualified medical practitioner and agreed by an **International SOS Physician**.

**International SOS** (shall mean **International SOS Assistance (UK) Ltd**, Building 4, Chiswick Park, 566 Chiswick High Road, London, W4 5YE, United Kingdom

**International SOS Physician** shall mean the physicians nominated by the **International SOS** assistance centres throughout the world.

**Jewellery and Valuables** shall mean items composed of gold, silver or other precious metals or semi-precious stones, furs, curios, works of fine art and photographic equipment only.

**Journey** shall mean the first 90 days of any trip falling entirely within the Period of Insurance, where at least 50% of the total value of tickets for travel on a **Domestic Common Carrier** or **Common Carrier** have been paid by using such **Cardholder's** UnionPay International Diamond **Card** issued by the client. The **Journey** shall be deemed to have begun with the **Cardholder's** departure from the home where such **Cardholder** normally resides and shall have ended upon return to that home.

**Limit of Indemnity** refers to the maximum amount of third party expenses for which the Underwriters shall be responsible under this Certificate towards any one Cardholder during any one event, subject to the terms and conditions as defined hereunder.

**Loss of Limb** shall mean permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm, foot or leg.

**Lost** shall mean a loss which involves disappearance from an unknown place.

**Medical Expenses** shall mean all reasonable costs necessarily incurred outside the **Cardholder's Principal Country of Residence** for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

**Money** shall mean coins, bank notes, postal and Money orders, signed travellers and other cheques, letters of credit, travel tickets, credit cards, petrol coupons and other coupons.

**Mysterious Disappearance** shall mean the vanishing of an item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.

**Online Transaction** means any transaction or purchase of products or services conducted over electronic systems such as the internet or other computer networks.

**Party** shall mean a party to this contract of Insurance

**Permanent Total Disablement**

Where the Cardholder is gainfully employed

Shall mean disablement which medical evidence confirms, will prevent the **Cardholder** from engaging in any gainful occupation for at least 12 (twelve) months and will in all probability entirely prevent the **Cardholder** from engaging in any gainful occupation whatsoever for the remainder of his/her life.

Where the Cardholder is not gainfully employed

Shall mean disablement which lasts for 12 (twelve) months and which medical evidence confirms will in all probability entirely prevent the **Cardholder** from engaging in any and every occupation whatsoever for the remainder of his/her life.

**Period of Insurance** shall mean the period between the **Effective Date** and the **Expiry Date**.

**Phishing** means the act of attempting to acquire information such as usernames, passwords, and credit card details (and sometimes, indirectly, money) by masquerading as a trustworthy entity in an electronic or telephonic communication.

**PIN** means the Cardholder's Personal Identification Number that is used to validate a Card transaction.

**Policyholder** shall mean ABC Banking Corporation, Mauritius

**Pre-existing Health Disorder or Condition** shall mean any **Illness**, defect, physical infirmity or condition, including sequelae or complications thereof that in the opinion of a qualified medical practitioner appointed by **International SOS** can reasonably be related thereto or for which the **Cardholder** is receiving or has received

medical treatment, advice or investigation prior to the **Journey** or for which the **Cardholder** is receiving or has received medical treatment, advice or investigation from a doctor, dentist, chiropractor, physiotherapist or naturopath prior to the **Journey**. This includes chronic or ongoing medical or dental conditions which **You** were aware of, or of which **You** could expect to be aware of that may lead to a claim under this **Certificate**.

**Principal Country of Residence** shall mean that country in which the **Cardholder** has his/her Principal place of residence. Immediate **Family** assumes the nationality of the **Cardholder** for the purposes of this Insurance. In the event of dual nationality, the **Cardholder** assumes the nationality of their Principal Country of Residence for the purposes and for the duration of this Insurance.

**Relative** shall mean spouse or common law partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e) of a **Cardholder**.

**Serious Medical Condition** shall mean a condition, which in the opinion of an **International SOS** Physician requires emergency medical treatment to avoid death or serious impairment to the **Cardholder's** health. In determining whether such a condition exists, the **International SOS** physician may consider the **Cardholder's** geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

**Services** shall mean the 24-hour assistance and other related emergency **Services** to be provided by **International SOS** as described in section 6 of this **Certificate**.

**Spouse** shall mean either the **Cardholder's** legal wife/husband or, if the **Cardholder** is not married, the **Cardholder's** common law partner who has cohabited with the **Cardholder** at the same address for a continuous period of at least 1(one) year prior to the **Journey**.

**Stolen** means a loss which involves the disappearance from a known place under the circumstances that would indicate the probability of theft.

**Tampering** shall mean the unauthorised manipulation, deletion, distortion or addition of data stored on an E-commerce site.

**Third Party Administrator (TPA)** shall mean the authorized representative of Underwriters as outlined on the schedule who has authority to handle claims issues.

**Underwriters/ We/ Us** shall mean certain **Underwriters** at Lloyd's of London

### Section 3: GEOGRAPHICAL LIMITS

3.1 The **Services** and **Benefits** described in this **Certificate** are provided on a worldwide basis.

### Section 4: ELIGIBILITY

4.1 Only those **Cardholders** who are not yet 76 (seventy six) years old on the **Effective Date** or renewal date shall be eligible for **Benefits** and/or **Services** under this Insurance.

4.2 The **Cardholder** is eligible for the **Benefits** and/or **Services** in accordance with the terms and conditions of this **Certificate** or any other eligibility criteria set by the Client in writing with the prior agreement from **Underwriters** and/or **International SOS**.

4.3 The **Benefits** and **Services** provided to the **Cardholders** shall be on a Compulsory Inclusion basis.

### Section 5: PERIOD OF INSURANCE

5.1 This **Certificate** shall commence on the **Effective Date** and shall be in force until the **Expiry Date**.

5.2 Any **Party** may immediately terminate this **Certificate** on written notice to the other **Party** in the event that:

- (i) the other **Party** shall be in Default of the performance or observance of any material covenants or provisions hereof and such **Party** shall have failed to remedy such default or breach within 30 days after receiving written notice of such default or breach; or
- (ii) any material representation or warranty made by the other **Party** is false or untrue when made; or

- (iii) the other **Party** shall make a general assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other **Party** for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.
- 5.3 In the event of termination or expiry of this **Certificate**, both Parties shall be relieved of all future liabilities as at the date of termination or expiry, whichever is applicable.
- 5.4 All **Cardholders** are entitled to the **Benefits** and **Services** from the date of activation of their **Card** account or the date the **Cardholder** has been notified to **Underwriters**, whichever comes later and subject to the appropriate premium having been paid to **Underwriters**.
- 5.5 The entitlement to **Benefits** and **Services** will cease automatically on the date **Underwriters** receive written notification of the deletion of the **Cardholder** or the termination of the **Cardholder's** UnionPay International Diamond **Card** account or the termination of the UnionPay International Diamond **Card** account, whichever comes first.
- 5.6 A **Cardholder's** eligibility for the **Benefits** and **Services** shall cease on the earliest of:
  - (i) the date the **Cardholder** is no longer eligible for the **Benefits** and **Services** pursuant to this **Certificate**; or
  - (ii) the Date of Termination or **Expiry Date**, whichever occurs first

## Section 6: MEDICAL AND TRAVEL ASSISTANCE SERVICES

### 6.1 Assistance **Services**

**International SOS** will provide various medical and travel assistance **Services** to the **Cardholder**. Those **Services** provided directly by **International SOS** are covered under the terms of this **Certificate**, subject to the Premium having been paid. Where a third party, such as a physician or courier, is utilised the provision of such **Services** is at the expense of the **Cardholder**, unless such costs are covered under the terms of this **Certificate**.

### 6.2 **International SOS Services**

#### 6.2.1 Telephone assistance.

If contacted **International SOS** will provide medical advice to the **Cardholder** by telephone, including information on inoculation requirements for travel. **International SOS** will also provide information on travel visas. It must be noted that any such advice is inevitably limited by the circumstances and **International SOS** cannot be held liable for errors

#### 6.2.2 Service Provider referral

If contacted, **International SOS** will provide to the **Cardholder** contact details for medical or legal service providers, including physicians, dentists, lawyers, legal practitioners, interpreters, hospitals and other relevant persons or institutions. In such cases, whilst **International SOS** exercises care and diligence in selecting the providers, does not provide the actual advice and is not responsible for the advice given or the outcome thereof. Further, unless the cost of the provision of the actual **Services** by third parties are covered by this **Certificate**, they must be borne separately by the **Cardholder**.

#### 6.2.3 Medical Monitoring

In the event of a **Cardholder** requiring hospitalisation, **International SOS** will, if required, monitor the **Cardholder's** medical condition during and after hospitalisation until the beneficiary regains a normal state of health, subject to any and all obligations in respect of confidentiality and relevant authorisation.

#### 6.2.4 **Cardholder** support

In the event that **International SOS** is contacted to report a lost or stolen **Card** or for account queries, **International SOS** shall contact the **Policyholder's** customers service line as soon as practicable.

#### 6.2.5 Guarantee of Payment

If covered under the terms of this **Certificate**, **International SOS** will guarantee or pay any required hospital admittance deposit on behalf of a **Cardholder**.

### 6.3 Third Party Services

- 6.3.1 In the event of an emergency where, either the **Cardholder** cannot be adequately assessed by telephone for possible evacuation, or the **Cardholder** cannot be moved and local medical treatment is unavailable, **International SOS** will, send an appropriately qualified medical practitioner to the **Cardholder**. **International SOS** will not pay for the costs of such **Services** unless covered under the terms of this **Certificate**.
- 6.3.2 **International SOS** will arrange to have delivered to the **Cardholder** essential medicine, drugs, medical supplies or medical equipment that are necessary for a **Cardholder's** care and/or treatment but which are not available at the **Cardholder's** location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. **International SOS** will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof unless covered under the terms of this **Certificate**.

## Section 7: EMERGENCY MEDICAL, EVACUATION AND REPATRIATION EXPENSES

### 7.1 Medical Expenses

If a **Cardholder** incurs **Medical Expenses** whilst on a **Journey** as the direct result of the **Cardholder** sustaining **Bodily Injury** or suffering an **Illness**, the **Underwriters** will make a payment to the **Cardholder** in respect of such expenses up to the limit shown in Section 17 of this **Certificate**.

### 7.2 Emergency Evacuation and Repatriation Expenses

- 7.2.1 In the event that a **Cardholder** sustains **Bodily Injury** or suffers an **Illness** whilst on a **Journey**, and the **Cardholder** is in a **Serious Medical Condition**, and in the opinion of **International SOS** such arrangements are necessary on medical grounds, **International SOS** will arrange for the transportation for moving the **Cardholder** to the nearest hospital where appropriate medical care is available or **International SOS** will arrange for the repatriation of the **Cardholder** to the **Principal Country of Residence**.

- 7.2.2 If required, **International SOS** will also arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and a medical escort.

- 7.2.3 **International SOS** reserves the right to decide whether the **Cardholder's** medical condition is sufficiently serious to warrant an emergency medical evacuation. **International SOS** further reserves the right to decide the place to which the **Cardholder** shall be evacuated to and the means or method by which such evacuation will be carried out having taken into account all the assessed facts and circumstances of which **International SOS** is aware at the relevant time.

- 7.2.4 **International SOS** reserves the right to decide the means or method by which such repatriation will be carried out having taken into account all the assessed facts and circumstances of which **International SOS** is aware at the relevant time.

### 7.3 Transportation of Mortal Remains

In the case of death of a **Cardholder** whilst on a **Journey** outside the **Principal Country of Residence**, **International SOS** will arrange for transporting the **Cardholder's** mortal remains from the place of death to any location as may be reasonably selected by the **Cardholder's** legal personal representative.

### 7.4 Transportation to join a **Cardholder**

- 7.4.1 **International SOS** will arrange an economy class return ticket for a person chosen by the **Cardholder** to join the **Cardholder** who has been or will be hospitalised outside the **Principal Country of Residence** as a result of **Bodily Injury** or **Illness** for a period in excess of 7 (seven) consecutive days, subject to **International SOS'** prior approval and only when judged necessary by **International SOS** on medical and compassionate grounds.

### 7.5 Return of **Dependent Children**

- 7.5.1 If **Dependent Children** are left unattended as a result of a **Cardholder's Bodily Injury** or **Illness** whilst on a **Journey**, **International SOS** will arrange the transportation for such **Dependent Children** by **Common Carrier** to their normal place of residence. Qualified attendants will be provided when deemed appropriate by **International SOS**.

### Specific Exclusions Applying To Section 7

- 7.6 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this section:

- (i) Expenses incurred after 12 (twelve) months from the date of the Accident or first manifestation of **Illness**;
- (ii) Dental expenses unless incurred as a result of an **Illness** or **Bodily Injury**;
- (iii) Optical expenses
- (iv) Treatment provided other than by a qualified medical practitioner;
- (v) Expenses incurred within the **Principal Country of Residence**;
- (vi) Expenses incurred which are non-medical in nature such as telephone calls, newspapers;
- (vii) **Services** rendered without the authorisation and/or intervention of **International SOS**;
- (viii) Expenses which would have still been payable if the event giving rise to the intervention of **International SOS**, had not occurred;
- (ix) Elective cosmetic surgery;
- (x) Expenses incurred for treatment not verified by a medical report;
- (xi) Expenses for treatment that an **International SOS Physician** considers are not medically necessary whilst on a **Journey** and can be treated on the **Cardholder's** return to their **Principal Country of Residence**;
- (xii) Expenses incurred where the Cardholder in the opinion of the **International SOS Physician** is physically able to return to his/her **Principal Country of Residence** seated as a normal passenger and without medical escort; and
- (xiii) The first USD 100 (one hundred) per event per Cardholder; being the Excess as stated in Section 17.

## Section 8: TRAVEL ACCIDENT COVER

### 8.1 FULL TRIP (that is at all times during the **Journey**)

8.1.1 If a **Cardholder** sustains **Bodily Injury** during a **Journey** and independently of any other cause such **Bodily Injury** results in the death, total and irrecoverable loss of sight in one or both eyes or **Loss of Limb** or **Permanent Total Disablement** of the **Cardholder** within 12 (twelve) months of the date of the **Accident**, the **Underwriters** will pay to the **Cardholder**, or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 17 of this **Certificate**.

8.1.2 In respect of the cover provided under Section 8.1.1 the **Journey** shall be deemed to have begun with the **Cardholders** departure from home where such **Cardholder** normally resides and shall end upon return to that home.

### 8.2. COMMON CARRIER

8.2.1 If during a **Journey** a **Cardholder** sustains **Bodily Injury** during the operative time below where at least 50% of the fare or hire charge has been charged to the **Cardholder's** Card and independently of any other cause such **Bodily Injury** results in the death, total and irrecoverable loss of sight in one or both eyes or **Loss of Limb** or **Permanent Total Disablement** of the **Cardholder** within 12 (twelve) months of the date of the **Accident** the **Underwriters** will pay to the **Cardholder**, or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 17 of this **Certificate**.

8.2.2 In respect of the cover provided under Section 8.2.1 the **Journey** shall be deemed to have begun when the **Cardholder** enters an airport, seaport, railway or road station for the purpose of boarding common carrier for which the **Card** has been used in advance to purchase a ticket and ends upon disembarkation from such **Common Carrier**.

### 8.3 DOMESTIC COMMON CARRIER

8.3.1 If during a **Journey** a **Cardholder** sustains **Bodily Injury** whilst boarding, travelling in or whilst alighting from any **Domestic Common Carrier** conveyance, including a hired motor vehicle, for which at least 50% of the fare or hire charge has been charged to the **Cardholder's Card** and independently of any other cause such **Bodily Injury** results in the death, , total and irrecoverable loss of sight in one or both eyes or **Loss of Limb** or **Permanent Total Disablement** of the **Cardholder** within 12 (twelve) months of the date of the **Accident** the **Underwriters** will pay to the **Cardholder**, or such person as may be

selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 17 of this **Certificate**.

- 8.3.2 In respect of the cover provided under Section 8.3.1 the **Journey** shall be deemed to have begun when the **Cardholder** enters an airport, seaport, railway or road station for the purpose of boarding domestic common carrier for which the **Card** has been used in advance to purchase a ticket and ends upon disembarkation from such **Domestic Common Carrier**.

#### Specific Exclusions Applying To Section 8

- 8.4 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this section:
- (i) **Bodily Injury** which would have still been payable if the event giving rise to the intervention of **International SOS** had not occurred;
  - (ii) More than one claim under this Section 8 in connection with the same **Accident**;
  - (iii) Medical or surgical treatment except where **Bodily Injury** renders such treatment as necessary; and
  - (iv) **Bodily Injury** sustained other than whilst the **Cardholder** is on a **Journey**;

### **Section 9: HOSPITAL DAILY BENEFIT**

- 9.1 If a **Cardholder** sustains **Bodily Injury** or **Illness** during a **Journey** which results in the in-patient hospitalisation of the **Cardholder**, the **Underwriters** will pay to the **Cardholder** or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 17 of this **Certificate**, per day, up to a maximum of 30 (thirty) days.

#### Specific Exclusions Applying To Section 9

- 9.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:
- (i) **Services** rendered without the authorisation and/or intervention of **International SOS**;
  - (ii) Cases of minor **Illness** or **Bodily Injury**, which in the opinion of the **International SOS Physician** can be adequately treated locally, and which do not prevent the **Cardholder** from continuing their travels or work;
  - (iii) Payment of benefit where a **Cardholder** is suffering from sickness or disease not directly resulting from a valid claim for **Bodily Injury** or **Illness**;
  - (iv) Payment of benefit in respect of the first 48 (forty eight) hours of hospitalisation unless the period of hospitalisation exceeds 48 (forty eight) hours; being the Excess as stated in Section 17.
  - (v) Elective cosmetic surgery;
  - (vi) Payment of benefit arising after 12 (twelve) months from the date of the **Accident** or first manifestation of **Illness**;
  - (vii) Payment of benefit in respect of hospitalisation within the **Principal Country of Residence**;
  - (viii) Payment of benefit in respect of hospitalisation where treatment is not verified by a medical report.

### **Section 10: BAGGAGE AND MONEY**

#### Loss of Baggage

- 10.1 If, whilst on a **Journey**, a **Cardholder** sustains accidental loss of, theft of or damage to **Baggage**, the **Underwriters** will pay the **Cardholder** in respect of such loss, theft or damage up to the limits shown in Section 17 of this **Certificate**.
- 10.2 In order to be reimbursed by the **Underwriters**, the **Cardholder** must provide a detailed description of the property along with its date of purchase and value. Bills, invoices or other proof are required. Stolen or damaged property will be valued allowing for wear and tear at the time of the loss, theft or damage.

#### Specific Exclusions Applying To Section 10

- 10.5 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this Section:
- (i) More than USD 250 (two hundred and fifty) in respect of any one article;
  - (ii) More than USD 300 (three hundred) in respect of **Jewellery and Valuables** in total;
  - (iii) Claims in respect of accessories for vehicles or boats.
  - (iv) Loss or damage due to:-
    - a) moths, vermin, wear and tear, depreciation, atmospheric or climatic condition or gradual deterioration;
    - b) mechanical or electrical failure;
    - c) any process of cleaning, repairing, restoring or alteration;
  - (v) More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set;
  - (vi) Loss or theft not reported to either the police within 24 (twenty four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier.;
  - (vii) Loss or damage due to confiscation or detention by customs or any other authority;
  - (viii) Loss or theft of or damage to **Baggage** or **Money** left unattended:
    - a) unless locked in **Your** accommodation;
    - b) in a motor vehicle/ trailer/ caravan during the hours of darkness, even if protected by an alarm or secured in a locked compartment;
    - c) in a motor vehicle/ trailer/ caravan during the hours of daylight unless secured in a locked compartment.
  - (ix) Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;
  - (x) Loss of, theft of or damage to contact, corneal or micro-corneal lenses;
  - (xi) The first USD 50 per event being the Excess as stated in Section 17;
  - (xii) Loss of personal goods borrowed, hired or rented by the **Cardholder**; and
  - (xiii) (In respect of **Money**) Devaluation of currency or shortages due to errors or omissions during monetary transaction;
  - (xiv) Loss or theft of or damage for **Money** from **Baggage** which is checked in with an airline or other travel company;
  - (xv) **Baggage** or **Money** that are lost, stolen or damaged or lost whilst being transported in a motor vehicle, trailer or caravan.

## Section 11: CANCELLATION

11.1 If, a **Cardholder** incurs expenses as the direct and necessary result of the cancellation, curtailment or re-arrangement of any part of the original plan for the **Cardholder's Journey** as the direct consequence of:

- (i) the **Cardholder** sustaining **Bodily Injury** or suffering **Illness**;
- (ii) the death, **Bodily Injury** or **Illness** of a **Relative**;
- (iii) compulsory quarantine, jury service, subpoena or hijacking involving the **Cardholder**;
- (iv) cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion, mechanical breakdown or adverse weather conditions;
- (v) the **Cardholder's** leave being cancelled by the Armed Services

then the **Underwriters** will be responsible for paying the **Cardholder** for the unused portion of prepaid travel and accommodation expenses as included in the **Journey** as per the limits shown in Section 17 of this **Certificate**.

### Specific Exclusions Applying To Section 11

11.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

- (i) Expenses which would have still been payable if the event giving rise to the intervention of **International SOS**, had not occurred;
- (ii) Cases of minor **Illness** or **Bodily Injury** of the **Cardholder**, which in the opinion of the **International SOS Physician** can be adequately treated locally, and which do not prevent the **Cardholder** from continuing their travels or work;
- (iii) Death, injury or illness of any pet or animal.

## Section 12: MISSED DEPARTURE

12.1 If a **Cardholder** fails to arrive at the international departure point in time to board the **Public Transport** on which the **Cardholder** is booked to travel on the initial international journey of the **Trip** as a result of:

1. The failure of other **Public Transport** or
2. An accident to or breakdown of the vehicle in which the **Cardholder** is travelling or
3. an accident or breakdown occurring ahead of the **Cardholder** on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which the **Cardholder** are travelling or
4. Strike, industrial action or adverse weather conditions.

then the **Underwriters** will be responsible for paying the **Cardholder** for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching the **Cardholders** overseas destination or returning to the United Kingdom as per the limits shown in Section 17 of this **Certificate**.

The **Cardholder** may claim only under section 12 – Missed departure or section 13 – Delayed departure for the same event, not both.

### Specific Conditions Applying To Section 12

12.2 in the event of a claim arising from any delay occurring on a motorway or dual carriageway the **Cardholder** must obtain written confirmation from the Police or emergency breakdown **Services** of the location, reason for and duration of the delay.

12.3 The **Cardholder** must allow sufficient time for the **Public Transport** or other transport to arrive on schedule and to deliver the **Cardholder** to the departure point.

### Specific Exclusions Applying To Section 12

12.4 The first USD 50 of each and every claim per incident for each Insured Person but limited to USD 100 in all if **Family** Cover applies.

12.5 Claims arising directly or indirectly from:

- a) strike or industrial action existing or declared publicly by the date this insurance is effected by the **Cardholder**
  - b) an accident to or breakdown of the vehicle in which the **Cardholder** are travelling for which a professional repairers report is not provided.
  - c) Breakdown of any vehicle in which the **Cardholder** is travelling if the vehicle is owned by the **Cardholder** and has not been serviced properly and maintained in accordance with manufacturer's instructions.
  - d) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the civil aviation authority or a Port authority or any similar body in any country.
- 12.6 Additional expenses where the scheduled **Public Transport** operator has offered reasonable alternative travel arrangements.
- 12.7 Anything mentioned in the general exclusions.

### Section 13: INCONVENIENCE

#### Travel Delay

- 13.1 In the event of:
- (i) industrial action;
  - (ii) adverse weather conditions
  - (iii) mechanical breakdown or derangement of the **Cardholder's** aircraft or sea vessel; or
  - (iv) the grounding of the aircraft on which the **Cardholder** is due to travel as a result of mechanical or structural defect;
- which results in the delayed departure of the **Cardholder's** flight or sailing for at least 4 (four) hours on the outward or return **Journey** from the time shown in the carrier's travel itinerary as supplied to the Cardholder, the **Underwriters** will arrange a payment to the Cardholder.
- 13.2 The payment to the Cardholder under Section 13.1 is up to the limits as shown in Section 17 of this **Certificate**, per hour's delay, up to a maximum of 12 (twelve) hours, provided always that the **Cardholder** shall have checked-in according to the itinerary given to him or her by the tour operator or carrier and shall have obtained written confirmation from the airline or shipping line or their handling agents that the flight or sailing was delayed by an event described in this section. Such confirmation must state the actual period of the delay.
- 13.3 The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the itinerary.

#### Baggage Delay

- 13.4 In the event of a **Cardholder's** Baggage being temporarily lost or misplaced on an outward part of a **Journey** by the airline, shipping line or their handling agents, the **Underwriters** will reimburse the **Cardholder** up to the limits as shown in Section 17 of this **Certificate** per hour's delay, to a maximum of 12 (twelve) hours. Written confirmation of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.

#### Specific Exclusions Applying To Section 13

- 13.8 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:
- (i) Payment in respect of the first 4 (four) hours of delay; being the Excess as stated in Section 17.
  - (ii) Payment in respect of more than 2 (two) **Cardholders** travelling on the same journey
  - (iii) Delay resulting from the failure of the **Cardholder** to provide the necessary correct documentation;

- (iv) Delay resulting from the failure of the **Cardholder** to allow reasonable time to reach the point of departure given the circumstances known at the time;
- (v) Delay arising as a result of any official Government suspension or cancellation of a service;
- (vi) In respect of **Baggage** delay or loss of documents, loss, temporary loss/misplacement not reported to either the police within 24 (twenty four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier.
- (vii) In respect of Legal expenses, any costs or expenses incurred in pursuing claims against a travel agent, tour operator, insurer, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, insurer, insurance agent or carrier contracted as part of the original **Journey** and not any third party's carrier booked directly by the **Cardholder** during the **Journey**;
- (viii) In respect of Legal expenses, any claim where in the opinion of the **Underwriters** there is insufficient prospect of success in obtaining a reasonable benefit;
- (ix) In respect of Legal expenses, claims against any employer or whilst carrying on any business, trade or profession;
- (x) In respect of Legal expenses benefits rendered without the authorisation and/or intervention of **International SOS**; and
- (xi) In respect of Legal expenses, claims for professional negligence.

## Section 14: PURCHASE PROTECTION INSURANCE

### 14.1 DESCRIPTION OF COVERAGE

Subject to the Schedule(s) of Benefits, if a Covered Purchase, or a Covered Purchase given as a gift, is stolen or damaged, benefits will be paid subject to Section 14.2., Purchase Protection: Valuation, up to the amounts described in Section 14.3., Purchase Protection : Scope of Coverage.

Losses must occur within 120 days from date of Covered Purchase. No registration of the Covered Purchase is necessary.

Coverage is excess of USD 20.00 per event and every occurrence or any other applicable insurance or liability the Eligible Person may have. Coverage is limited only to those amounts not covered by any other insurance or liability, up to the original purchase amount. In no event will this coverage apply as contributing insurance. This insurance is excess of all other valid and collectable insurance clauses found in other insurance or liability language.

### 14.2 Purchase Protection Valuation

The Company shall be liable for the lesser of the following amounts:

14.2.1 the amount of the Covered Purchase indicated on the Eligible Account ;

or

14.2.2 the actual cost to repair or replace the Covered Purchase with an item of like, kind and quality.

With respect to Covered Purchase which consist of articles in a pair or set, the Company's liability shall be limited to the cost of any particular part(s) which may be stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewellery or fine arts consisting of articles in a pair, set or collection will not be more than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

### 14.3 Purchase Protection Scope of Coverage

The maximum liability of the Underwriters under this Policy is as indicated in the Schedule(s) of Benefits.

Coverage limits for Eligible Persons are subject to limitations stated in the Schedule(s) of Benefits.

#### Specific Exclusions Applying To Section 14

In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

- 14.4 **Covered Purchases** do not include: 1) boats; 2) motorised vehicles (including but not limited to aeroplanes, automobiles, trailers, caravans or any towed items and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle); 3) land or buildings (including but not limited to homes and dwellings); 4) travellers cheques, tickets of any kind, negotiable instruments, deposits or down-payments of any kind, bullion, rare or precious coins, cash or its equivalent; 5) plants or animals; 6) consumables and perishables; 7) items which the Eligible Person damages through alteration (including cutting, sawing or shaping); or 8) services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind).
- 14.5 Theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the Eligible Person by hand or under the personal supervision of the Eligible Person or the Eligible Person's travelling companion previously known to the Eligible Person. Items listed as stolen will be subject to Section 1., Purchase Protection: Valuation; Section 2., Purchase Protection: Scope of Coverage; and PART IV, Exclusions.
- 14.6 Coverage is not provided for theft or damage caused by fraud, abuse, wear and tear, gradual deterioration, moths, vermin, inherent product defects, war or hostilities of any kind (including but not limited to invasion, rebellion or insurrection); any weapon of war employing atomic fission or radioactive force, whether in time of peace or war and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this Policy; confiscation by any government, public authority or customs official; risks of contraband, losses arising from illegal activity or acts; act of God (including but not limited to flood, hurricane and earthquake); property while in the care, custody or control of any common carrier.
- 14.7 Coverage is not provided for loss or damage when the Eligible Person fails to exercise Due Diligence to avoid or diminish loss or damage to **Covered Purchases**.
- 14.8 Items stolen from public places are not covered unless they are locked wherever and whenever circumstances permit. Stolen items are not covered unless they are reported as stolen, within 36 hours, to the police or an appropriate authority where the incident took place.
- 14.9 Items stolen from unattended vehicles are not covered.

#### **Section 15: EXTENDED WARRANTY INSURANCE**

##### **15.1 DESCRIPTION OF COVERAGE**

Subject to the Schedule(s) of Benefits, coverage is provided which doubles the original manufacturer's warranty period, if applicable, to a period of not exceeding twenty four (24) months from the date the **Covered Purchase** was bought as indicated in the applicable Schedule of Benefits. Coverage is also provided for items which carry a store brand warranty, but only if the store warranty is on a store-branded item. If a warranty is purchased with the product, in addition to the manufacturer's original warranty or store warranty, coverage hereon is applicable only after all other warranties expire but only within twenty four (24) months from the date the Covered Purchase was bought. No registration of the **Covered Purchase** is necessary. **Covered Purchases** given as gifts are covered.

If a **Covered Purchase** ceases to operate satisfactorily and requires repair during the period covered by this Policy, benefits will be paid to cover the cost of the repair. The item may be replaced, instead, at the Company's option. In no event will this Policy pay more than the actual purchase

#### Specific Exclusions Applying To Section 15

In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

- 15.2 **Covered Purchases** do not include: 1) boats; 2) motorized vehicles (including but not limited to airplanes, automobiles, trailers, caravans or any towed items and motorcycles) but their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle); 3) land or buildings (including but not limited to homes and dwellings); 4) consumables and perishables or services (including but not limited to the performance or rendering of

labour or maintenance, repair or installation of products, goods, property or professional advices of any kind).

## Section 16: LOST & STOLEN

### SCOPE OF COVER

- 16.1 Underwriters will indemnify the **Cardholder**, subject to the Limits of Indemnity set out in Section 17 below, for financial loss arising out of the unauthorised use of their **Card**, following loss or theft of the **Card**, providing that:
- 16.1.1 The Loss occurs within the 24 hours prior to and the 168 hours after the **Cardholder** notifies the **Policyholder** of the loss or theft of the **Card**. The **Cardholder** is covered for their personal maximum liability, up to the limit of liability as set out in Section 10 of this policy, as per the financial regulations in the country of issue.
- 16.1.2 The Occurrence, as defined herein, occurs during the Period of Insurance.
- 16.2 Indemnity is limited to two claims per **Cardholder** per annum.
- 16.3 The aggregate policy limit for Lost & Stolen cover is USD 200,000

### DESCRIPTION OF COVER

- 16.4 The **Policyholder** must, immediately on receipt of advices that a **Card** has been lost or stolen:
- i) Enter into their records such information and take all reasonable steps to stop further transactions;
  - ii) Cancel said **Card**;
  - iii) Publish such cancellation in accordance with ABC Banking's card rules and procedures in effect at that time.
- 16.5 The **Cardholder** must take reasonable care to prevent loss, theft or fraud.
- 16.6 The **Cardholder** must keep the **Card**, PIN or any other security numbers and passwords secure.
- 16.7 The **Cardholder** must keep his/her PIN safe and not voluntarily disclose or divulge said PIN to another person or record said PIN in such a way that it could be accessed or read by another person.
- 16.8 The **Cardholder** must not voluntarily disclose, divulge or record in such a way that could be accessed or read by another person any security numbers and passwords that could be used for a **Card** transaction.
- 16.9 If fraudulent means or devices are used by the **Cardholder** and/or anyone acting on his/her behalf, to obtain any **Benefits** provided under this Policy, any and all rights in respect of the concerned **Cardholder** in terms of this **Policy** shall be forfeited immediately.
- 16.10 In the event of circumstances taking place which give rise to a claim the **Policyholder** must be notified in writing within 30 days of the circumstances occurring. All information, consents and evidence required by **Underwriters** shall be provided at the expense of the **Policyholder** or **Cardholder** or their legal representative. A claim form must be completed by the **Cardholder** and submitted to **Crawford's and Company** within 90 days of the loss being incurred. This time limit may be extended subject to the prior approval of **Underwriters** where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.

### Specific Exclusions Applying To Section 16

- 16.11 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Lost & Stolen
- 16.11.1 Losses, which are more specifically covered by or recoverable from any other insurance policy or insurance programme under which the **Cardholder** is covered.
- 16.11.2 Losses incurred for fraudulent transactions which occurred prior to the 24 hours before the notification to the **Policyholder** of the loss or theft of the **Card**.

- 16.11.3 Losses incurred for fraudulent transactions which occurred following the 168 hour period after the notification to the **Policyholder** of the loss or theft of the **Card**.
- 16.11.4 Losses occurring from any **Online Transaction**.
- 16.11.5 Losses occurring as a result of **Phishing**.
- 16.11.6 Losses occurring prior to receipt of the **Card** by the **Cardholder**.
- 16.11.7 Losses arising from or in any way connected with alcohol, drug or substance abuse or where the **Cardholder** is a recognised addict of alcohol or drugs, unless the **Cardholder** can prove that the addiction did not contribute to the loss.
- 16.11.8 Claims resulting from the failure of the **Cardholder** to exercise all reasonable care to protect their **Card** from loss or theft.
- 16.11.9 Claims resulting from the failure of the **Cardholder** to exercise all reasonable care to protect their PIN, security numbers and/or passwords linked to the **Cardholder's** account from unauthorised use.
- 16.11.10 The **Cardholder's** commission of, or the attempt, to commit an unlawful act.
- 16.11.11 Consequential loss other than stated losses specifically stated as covered.
- 16.11.12 Losses incurred that are deemed the responsibility of the issuing bank by as per the financial regulations in the country of issue.

#### LIMITS OF INDEMNITY

- 16.12 This Policy will pay up to USD 2,000 per event in respect of Lost or Stolen incident
- 16.13 Indemnity is limited to two claims per cardholder per annum
- 16.14 The aggregate limit for this Policy is USD 200,000

#### CARDHOLDER RESPONSIBILITY IN THE EVENT OF A CLAIM

- 16.15 The loss or theft of the **Card** must be reported to the local police and a police report obtained detailing the circumstances.
- 16.16 The loss or theft of the **Card** and any fraudulent transaction must be reported to the Policyholder as soon as reasonably possible.
- 16.17 The claim must be reported to the Third Party Administrator within 30 days of the date of the fraudulent transaction and a claim form must be completed and submitted to the Third Party Administrator, including a copy of the **Cardholder's** account statement highlighting the fraudulent transactions together with the local police report.
- 16.18 In the event of doubt about the veracity of the claim, the onus is on the **Cardholder** to prove the validity of the claim.
- 16.19 The **Cardholder** must co-operate fully with the Third Party Administrator, **Underwriters** and/or local police in any investigation into the loss or theft of the **Card** or the fraudulent transactions thereon.
- 16.20 Any failure to comply with the Conditions of this **Policy** or the responsibilities in the event of a claim will give **Underwriters** the right to reduce or refuse a claim payment.

**Section 17: SUMMARY OF BENEFITS, LIMITS OF LIABILITY AND EXCESSES**

Section	Benefit	Benefit Limit per Cardholder per event in USD	Excess per Cardholder per event in USD / Time
6	Medical <b>and</b> Travel Assistance <b>Services</b>	Benefit limit not applicable to this section	N/A
7	Emergency Medical, Evacuation <b>and</b> Repatriation Expenses Medical expenses	1,000,000	100
	Evacuation and Repatriation expenses/ Transportation of Mortal Remains/ Return of Dependent Children	2,000,000	100
8	Personal <b>Accident</b> Full Trip Common Carrier Domestic Common Carrier	150,000 1,000,000 100,000 For children aged 16 and under death benefit is limited to 3,000	Not applicable Not applicable Not applicable
9	Hospital Daily Benefit	40 per day, up to a maximum of 1,200	24 Hours
10	Loss of <b>Baggage</b>	3,000	75
11	Cancellation	7,500	50
12	Missed Departure	650	50
13	Inconvenience: Travel delay	100 per hour, up to maximum of 900	6 hours
	Inconvenience: Baggage delay	40 per hour, up to maximum of 480	4 Hours
14	Purchase Protection	3,000 per item, maximum 20,000 per annum	Not applicable
15	Extended Warranty	500 per item, maximum 20,000 per annum	Not applicable
16	Lost & Stolen	2,000	Not applicable

Compensation payable in respect of Personal

Personal Accident

- |    |                                                           |                    |
|----|-----------------------------------------------------------|--------------------|
| 1. | Death                                                     | 100% of sums above |
| 2. | Total and irrecoverable loss of sight of one or both eyes | 100% of sums above |
| 3. | Loss of one or two Limbs                                  | 100% of sums above |
| 4. | <b>Permanent Total Disablement</b> (other than above)     | 100% of sums above |

Benefit shall not be payable under more than one of the items above in respect of the consequences of one **Accident**.

## Section 18: GENERAL CONDITIONS

- 18.1 The **Cardholder** must take reasonable care to prevent loss, theft, damage, expense, liability, **Bodily Injury** or **Illness**, and to protect, save and/or recover **Baggage** and **Money**.
- 18.2 **International SOS** shall use its best endeavours to provide the **Benefits** and **Services** described in this **Certificate** but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations and intervention depends on **International SOS** obtaining the necessary authorisations issued by the various authorities concerned. **International SOS** shall not be required to provide **Benefits** and **Services** to the **Cardholders**, who in the sole opinion of **International SOS** are located in areas which represent war risks, political or other conditions such as to make such **Services** impossible or reasonably impracticable.
- 18.3 Written notice of any event or proceedings which may give rise to a claim shall be given to **Underwriters** within 30 (thirty) days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by **Underwriters** shall be provided at the expense of the **Cardholder** or their legal representative. A claim form must be completed by the **Cardholder** and submitted to **Underwriters** within 90 (ninety) days of such event. This time limit may be extended subject to the prior approval of **Underwriters** where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- 18.4 If fraudulent means or devices are used by the **Cardholder** and/or anyone acting on his/her behalf, to obtain any **Benefits** or **Services** provided under this **Certificate**, any and all rights in respect of the concerned **Cardholder** in terms of this **Certificate** shall be forfeited immediately.
- 18.5 If the **Benefits** and **Services** of this **Certificate** are covered in whole or in part by any other insurance and/or national insurance programme and/or any other source, the **Cardholder** shall only be entitled to claim those costs, which cannot be recovered by the **Cardholder** from such other sources.
- 18.6 Any portion of a Cardholder's travel ticket, which is unused following the provision of evacuation /repatriation **Services** or cancellation **Benefits**, is to be surrendered to the **Claims Administrator**.
- 18.7 **Underwriters** may at any time and at their own expense and without prejudice to this **Certificate** take proceedings in the name of the **Cardholder** to obtain compensation or secure a payment from any third party in respect of any event giving rise to the provision of **Benefits** and **Services**.

### Lost & Stolen

- 18.8 The **Cardholder** must take reasonable care to prevent loss, theft and to protect, save and/or recover personal property.
- 18.9 Notice of any Loss, theft or any other event which may give rise to a claim shall be given to the Third Party Administrator within 30 days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by the Third Party Administrator / Underwriters shall be provided at the expense of the **Policyholder** or **Cardholder** or their legal representative. A claim form must be completed by the **Cardholder** and submitted to the **Third Party Administrator / Underwriters** within 90 days of the date of the fraudulent transaction. This time limit may be extended subject to the prior approval of **Underwriters** where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- 18.10 If fraudulent means or devices are used by the **Cardholder** and/or anyone acting on his/her behalf, to obtain any **Benefits** provided under this **Certificate**, any and all rights in respect of the concerned **Cardholder** in terms of this **Certificate** shall be forfeited immediately.
- 18.11 If the **Benefits** of this **Certificate** are covered in whole or in part by any other insurance policy and/or other source, the **Cardholder** shall only be entitled to claim those costs, which cannot be recovered by the **Cardholder** from such other policy (s)/ sources.
- 18.12 **Underwriters** may at any time and at their own expense and without prejudice to this **Certificate** take proceedings in the name of the **Cardholder** to obtain compensation or secure an indemnity from any third party in respect of any loss or theft giving rise to the provision of **Benefits**.

## Section 19: GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

This **Certificate** does not cover:

- 19.1 Any claim which is more specifically covered elsewhere, as more fully set forth in General Condition 18.5.
- 19.2 Claims for events occurring after the **Journey**;
- 19.3 Any claim in respect of **Cardholders** aged 76 (seventy six) years or older at the start of a **Journey**.
- 19.4 Any **Pre-existing Health Disorder or Condition**;
- 19.5 Any **Journey** booked or undertaken against medical advice;
- 19.6 Any **Journey** specifically undertaken with the intention of obtaining medical treatment;
- 19.7 Any **Journey** booked after receipt of a terminal prognosis to the **Cardholder** or **Relative**;
- 19.8 Any claim arising from or related to psychiatric disorders infirmities or conditions for which treatment has previously been received;
- 19.9 Any claim arising from pregnancy, unless unexpected complications arise, and in no circumstances where the pregnancy has entered the 7th month at the start of a **Journey**;
- 19.10 Any claim arising from or related to wilfully self-inflicted **Bodily Injury** or **Illness**, insanity, alcohol, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life) or suicide;
- 19.11 Any claim resulting from the failure of the **Cardholder** to exercise all reasonable care to protect themselves and their property;
- 19.12 The commission of, or the attempt to commit, an unlawful act;
- 19.13 Any claim arising from or related to involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to claims in any way caused or contributed to by an Act of Terrorism or war regardless of any contributory causes(s);
- 19.14 Any claim arising from or related to;
  - 19.14.1 loss or destruction of, or damage to, any property whatsoever or any other loss or expense whatsoever.
  - 19.14.2 any legal liability of whatsoever nature.Caused by or contributed to by or arising from:
  - (a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (c) nuclear reaction, nuclear radiation or radioactive contamination
- 19.15 Any claim arising from or related to:
  - 19.15.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - 19.15.2 any **Act of Terrorism**.This exclusion also excludes loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 19.15.1 and/ or 19.15.2 above.

If the **Underwriters** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Cardholder**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 19.16 **Services** provided by any party other than **International SOS** for which no charge would be made if this **Certificate** were not in place;
- 19.17 Claims notified more than 90 (ninety) days after the date an event, as more fully set forth in General Condition 18.3;

- 19.18 The **Cardholder** working overseas or exercising any form of hazardous work, being work with an increased risk of death, injury or illness, in connection with any business, trade or profession;
- 19.19 Any claim arising from or related to the **Cardholder** engaging in any form of aerial flight except as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- 19.20 Any claim arising from or related to **Bodily Injury** occurring while the **Cardholder** is engaged in any hazardous activity, pastime or pursuit such as caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis;
- 19.21 Any claim arising from or related to the **Cardholder** engaging in any winter sports;
- 19.22 Any claim arising from or related to the **Cardholder** engaging in active service in the armed forces of any nation;
- 19.23 Any claim arising from or related to HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).
- 19.24 Any claim arising from or related to any form of Financial Guarantee, Surety or Credit Indemnity.
- 19.25 Any claim arising from or related to the **Cardholder** travelling to a country where the Foreign and Commonwealth Office has advised against non-essential travel
- 19.26 Any claim arising from or related to the cessation of trading of the tour operator, agent or other transport provider.

#### **Section 20: REQUESTING EMERGENCY or TRAVEL ASSISTANCE**

- 20.1 Emergency Medical and Travel assistance **Services** are available 24 hours a day from **International SOS**. In the event that the **Cardholder** requires these **Services**, please call +44 208 762 8146

#### **Section 21: HOW TO MAKE A CLAIM**

- 21.1 In the event of an event occurring that may give rise to a claim under this **Certificate**, the **Cardholder**, or his representative, should call Crawford on +32 2 725 9680 during UK office hours of 09.00 to 17.00hrs. Outside normal UK working hours, the **Cardholder** should contact Broadspire by email [creditcardclaims@broadspire.eu](mailto:creditcardclaims@broadspire.eu) and request a claim form or call back during office hours as stated above.  
  
In the event a claimant wishes to correspond using an email facility after initially registering a claim via telephone communication, they may correspond using email [creditcardclaims@broadspire.eu](mailto:creditcardclaims@broadspire.eu)
- 21.2 The **Cardholder** must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions, to ensure that what **You** are intending to claim for is covered. Original invoices, receipts, official reports, tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.
- 21.3 Upon contacting Broadspire to report a claim, the **Cardholder** should request a claim form, which should be returned to the address given within 28 (twenty eight) days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

## SECTION 22: COMPLAINTS PROCEDURE

Crawford and Company aim to provide a high class service at all times, however if the service is found to be unsatisfactory, the following procedure is available to resolve the problem:

In the first instance the **Cardholder** should write with details of the complaint to:

Crawford and Company  
Jan Olieslagerslaan 41  
B-1800 Vilvoorde  
Brussels  
Belgium

The **Cardholder** can also refer the situation to the Policyholder and Market Assistance Department at Lloyd's, who may, in certain circumstances, be able to review the matter.

Their address is:

Complaints  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

Tel No. : 020 7327 5693

Fax No.: 020 7327 5225

E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

In the event that the Policyholder and Market Assistance Department is unable to resolve the complaint, it may be possible for it to be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

## SECTION 23: OTHER PROVISIONS

### Data Protection Act 1998

**We** collect Personal Data from applicants for **Our** insurance products and from communications with **Certificate** holders including claims under insurance policies. **We** act as a Data Controller for all Personal Data **We** obtain from customers and prospective customers and comply with obligations under the Data Protection Act 1998.

**We** may disclose the Personal Data obtained to **Our** subcontractors, service providers and agents in connection with the provision of goods and **Services** to **Us** and **Our** customers. In order to prevent and detect fraud **We** may at any time share information about **You** with other organisations and public bodies including the police, undertake credit searches and additional fraud searches, and check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give us false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:

- a) Help make decisions about the provision and administration of insurance, credit and related **Services** for **You** and members of **Your** household;
- b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
- c) Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity;

**We** can supply on request further details of the databases **We** access or contribute to.

The recipients of Personal Data from **Us** may be located outside the European Economic Area in countries which do not have the same level of legal protection of Personal Data as the European Union, and where **We** provide Personal Data to parties in such countries **We** will have in place agreements under which the recipient agrees to protect the Personal Data to standards which are equivalent to the standards observed by **Us** to comply with data protection laws within the European Union. Where a person provides **Us** with Personal Data about any other individual, he or she warrants that they have full rights to disclose the Personal Data to **Us** to use for the purposes for which it is disclosed.

For the purposes of this clause the following terms shall have the meanings set out below, which are the meanings given to them in the Data Protection Act 1998:

"Personal Data" means data which relate to a living individual who can be identified:

- (a) from those data, or
- (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;

"Data Controller" means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed.

**Contracts (Rights of 3rd Parties Act) 1999**

A person who is not a party to this **Certificate** has no right under the contract (Rights of Third Parties) Act 1999 to enforce any term of this **Certificate** but this does not affect any right or remedy of a third party which exists or is available apart from that act.

**Sanction Limitation and Exclusion Clause**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010