

GENERAL POLICY CONDITIONS

The purpose of these General Conditions is to define the terms and conditions of application of the travel assistance cover specified below issued by the Insurer (the "**General Conditions**").

ARTICLE 1. DEFINITIONS

For the application of these General Conditions, the following words or expressions have the meanings specified against them:

Abroad: any country outside of Kenya, on a worldwide basis or within the geographical scope insured by the Policy.

Accident: any sudden, unforeseeable and violent event taking place Abroad, external to the victim and beyond his/her control, the nature of which may endanger the Beneficiary's life or may briefly cause a significant deterioration in his/her condition if the appropriate care is not given quickly to him/her.

Assistance Company: the service provider appointed by the Insurer in order to provide the coverages of the Policy – Axa Assistance Morocco (128, boulevard Lahcen ou Idder – Casablanca - 20490).

Beneficiary: individuals less than 75 years old when assistance is asked for, living in the Country of Residence, who is the holder of a Policy subscribed with Insurer or designated as the insured person under a Policy.

Claim: any event requiring the assistance of the Assistance Company.

Close Relative / Family member: The spouse of the Beneficiary, their children who are less than 18 years old when assistance is asked for and their immediate ascendants at first degree, living in the Country of Residence.

Country of Residence: Kenya (The country where the policy is taken out, in which the Beneficiary's address is situated).

Deductible/Excess: part of damage which remains borne by the Beneficiary.

Dollar: Currency that is legal tender in the United States of America.

Euro: Currency that is legal tender in the European Union.

Home: the place where the Beneficiary lives permanently.

Hospitalisation: any unexpected stay of at least twenty-four (24) consecutive hours in a public or private establishment when the purpose of that stay is medical or surgical treatment following an Accident or Illness. The stay is considered unforeseen when it has not been scheduled more than five (5) days prior to the hospitalisation.

Illness: Any sudden, serious and unforeseeable change in health conditions, as observed by a competent Medical Authority and the nature of which may endanger the patient's life or may briefly cause a significant deterioration in his/her condition if the appropriate care is not given quickly to him/her.

Insurer: UAP Insurance Company (Kenya) Ltd, UAP Old Mutual Tower, Upper Hill Road, P.O. Box 43013 – 00100, Nairobi, Kenya.

Medical Authority: Any person with a valid diploma in medicine or surgery in the country where the Beneficiary is located, attending the Beneficiary.

Medical Team: A group of persons tailored to each specific case as defined by the Assistance Company's supervising physician and relying on the support of the Assistance Company's infrastructure and international network.

Medical Transportation/Transfer: transportation/transfer of the Beneficiary in accordance with his/her medical condition, decided by the Medical Team.

Period of insurance: the period that commences and ends on the dates stated on the certificate of the policy contracted.

Policy: Travel cover insurance policy, currently valid, issued by the Insurer.

Sinister: any event requiring the assistance of the Assistance Company.

ARTICLE 2. CONDITIONS FOR APPLICATION OF THE COVERAGES

2.1. VALIDITY OF THE COVERAGES

Travel assistance coverages are valid outside of Kenya for the period of validity of the Policy; they only apply from the first (1st) day of travel Abroad to the forty-fifth (45th) consecutive travel day, even if the Policy was subscribed for a longer period.

The coverage of the Policy shall not be extended after the start of the covered trip.

2.2. TERRITORY

Beneficiaries are covered in the whole world (excluding the Country of Residence and war zones).

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Benefits Schedule

MEDICAL AND RELATED EXPENSES	LIMIT (in USD)
Emergency medical and hospitalization expenses abroad <i>Excess on out-patient only</i>	40 000,00 50,00
Medical transportation	Actual Cost
Body repatriation in case of death Coffin expenses	Included in the medical expenses Up to 1 000,00
Burial, cremation or return of mortal remains	Up to 3 000,00
Emergency dental expenses abroad	300,00
<i>Excess</i>	50,00
Early return in the event of death of a close relative	1 000,00
Extension of beneficiary's stay	Accommodation – 80,00 per night up to 10 nights
Travel ticket for a close relative	1 Return economy class airline ticket
Daily hospital cash benefit – Up to 10 days - 1 day waiting period	15,00 per day Up to 150,00 per event
BAGGAGE	
Information service if delay in delivering luggage	Service only
Compensation if delay in delivering luggage	50,00 per 12 Hrs Up to 100,00 per event
Additional compensation in the event of loss of luggage	400,00
TRAVEL INCONVENIENCES	
Cancellation or curtailment <i>Excess</i>	3 000,00 100,00
Compensation in the event of flight delay	500,00 Accommodation up to 100,00 /night up to 2 nights
Missed departure	300,00
Theft or loss of passport	Actual direct reproduction costs
PERSONAL ACCIDENT	
Accidental death	20 000,00
Permanent total disability	20 000,00
PERSONAL LIABILITY	
Personal liability	100 000,00
LEGAL ASSISTANCE ABROAD	
Lawyer's expenses	2 000,00
Advance for bail	2 000,00
TRAVEL ASSISTANCE	
Consular referral	Service only
Administrative information service in the event of loss or theft of personal documents	Service only

ASSISTANCE SERVICES

Only the Assistance Company has the authority to arrange the service provisions associated with the coverages below.

If the Beneficiary or his/her family circle arranges for all or part of the service provisions insured by the Policy and/or any commitment to expenses without the Assistance Company's prior agreement, substantiated by a case number, he/she and/or they are not entitled to reimbursement.

The procedures and formalities associated with visa applications, for transfers to a third country, are solely the responsibility of the Beneficiary or of any person acting instead on his/her behalf.

The procedures and formalities associated with continuing, in the Country of Residence, with a treatment started Abroad are solely the responsibility of the Beneficiary or of any person acting instead on his/her behalf.

Chapter 1 MEDICAL ASSISTANCE

ARTICLE 1. EMERGENCY MEDICAL & HOSPITALISATION EXPENSES ABROAD

In the event of Illness or Injury of the Insured occurring outside the Usual Country of Residence, the Assistance Company will pay the usual, customary, necessary, and reasonable costs of hospitalisation, surgery, medical fees and pharmaceutical products, prescribed by the attending doctor.

The Assistance Company's medical team will maintain the telephone contacts necessary with the center and with the doctors who attend to the Insured to supervise the provision of proper health care.

The implementation of this cover is subject to the prior approval of the Assistance Company, unless in case of force majeure or if the Beneficiary is unconscious or unable to contact the Assistance Company on medical grounds or he/she is medically incapacitated.

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization the Beneficiary is covered under the same terms if he/she falls ill with an infectious disease during the trip, except in the cases referred to in Specific exclusions hereafter.

1.1. Specific exclusions

In addition to the General Exclusions, are not covered urgent medicines costs when the Beneficiary:

- has travelled to/from a country, specific area or event where a regulatory authority has advised against all travel.
- failed to obtain any recommended vaccines, inoculations or medications prior to his/her trip.

This cover is subject to a limit provided by the Benefits Schedule.

ARTICLE 2. MEDICAL TRANSPORTATION

2.1. Medical assistance

In case of Accident or Illness, the Medical Team, as soon as it is informed:

- take contact with the usual physician and the physician who dealt with first cares and/or the Medical Authority who is taking care of the person for the operation;
- decide the best decisions to be taken with regards to the medical state of the Beneficiary.

Decisions of the Medical Team may lead to the implementation of various covers below. The unjustified refusal of those decisions by the Beneficiary may lead to the withdrawal of the cover.

2.2. Sending Abroad of a physician near the Beneficiary

Depending on the circumstances, the Medical Team may decide to send a physician near the Beneficiary in order to decide whether an eventual repatriation is necessary and to deal with it.

The Assistance Company shall bear the costs of transportation and examination of the concerned assigned physician.

2.3. Medical transportation

The Assistance Company shall deal with and bear the cost concerning the medical transportation of the Beneficiary depending on his/her medical state:

- in a hospital with better services to deal with the medical state of the insured;
- in a hospital nearest to his/her Home;
- up to his/her Home.

In the event of transportation to a hospital, the Assistance Company shall deal with the reservation of a bed in the chosen hospital.

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if he/she falls ill with an infectious disease during the trip.

NOTE: The Assistance Company cannot act as a substitute for local, national or international emergency help or search organisations and does not pay for the expenses incurred because of their intervention. Thus, the Assistance Company shall not pay for the transportation from the place where the Accident or Illness occurred to a medical facility.

2.4. Common provisions

- Transportation is carried out by ambulance, train or regular service airline. If transportation is medically impossible by airline, or by any other means decided on by the Medical Team, an air ambulance is provided.

Under no circumstances shall transatlantic or transpacific flights be arranged by air ambulance.

- If the ticket held by the Beneficiary cannot be used for the Medical Transfer managed by the Assistance Company, the Beneficiary shall relieve this non-used ticket to the Assistance Company or reverse any refund obtained from the carrier.
- The Assistance Company shall find a bed in an appropriate medical facility according to its Medical Team recommendation or agreement.
- In all cases, the final decision regarding transportation, place of hospitalisation, date, need for the Beneficiary to be accompanied and methods used shall be taken exclusively by the Medical Team. **Should the Beneficiary refuse the decision of the Medical Team, he/she will be no more entitled to claim for any coverages nor any refund under this Policy.**
- In all cases, the Assistance Company reserves the right to engage a competent Medical Authority who shall require unencumbered access to the Beneficiary's medical file and to examine the Beneficiary himself/herself in order to assess the appropriateness of Medical Transportation.
- In all cases the Beneficiary's luggage – excluding essential personal effects – shall remain the responsibility of the Beneficiary or of a Close Relative.

ARTICLE 3. EMERGENCY DENTAL EXPENSES ABROAD

In case of emergency, the Assistance Company will provide the Insured party with the dental assistance required abroad. However, this coverage is restricted to the treatment of pain, infection and removal of the tooth/teeth affected. Fillings and false teeth are excluded from this cover. The implementation of this cover is subject to Assistance Company's priori agreement.

This cover is subject to a limit provided by the Benefits Schedule.

ARTICLE 4. BODY REPATRIATION IN CASE OF DEATH

In the event of the Beneficiary's death Abroad, the Assistance Company arranges and pays for the transportation of the body or ashes from the site where the deceased is laid to the nearest international airport to the burial site in Kenya.

The Assistance Company pays for the transportation expenses and the related expenses up to the maximum amount as specified in the Benefits Schedule.

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if he/she falls ill with an infectious disease during the trip.

In addition to the General Exclusions, are not covered the funeral, ceremony, funeral procession, burial or incineration expenses within the Country of Residence.

The Assistance Company alone is responsible for choosing the companies to be involved in the repatriation process.

ARTICLE 5. BURIAL, CREMATION OR RETURN OF MORTAL REMAINS

In the event of death of the Insured, the Assistance Company shall, on presentation of supporting documentation, repay to the Beneficiary the costs of the ceremony, burial or cremation incurred in connection with the Insured's funeral, up to the amounts specified in the Schedule of Benefits.

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if he/she falls ill with an infectious disease during the trip.

In addition to the General Exclusions, are not covered the funeral, ceremony, funeral procession, burial or incineration expenses within the Country of Residence.

ARTICLE 6. DAILY HOSPITAL CASH

If we accept a claim under Article 1. Emergency medical & hospitalisation expenses abroad, we will also pay you up to the amount shown in the Policy Summary for incidental expenses for each continuous 24 hour period that you have to spend in hospital as an in-patient outside the country of residence.

6.1. Specific exclusions

- Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the bodily injury or medical condition which necessitated your admittance into hospital.
- Any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing Home or any rehabilitation centre.

ARTICLE 7. TRAVEL TICKET FOR A CLOSE RELATIVE

If the Beneficiary is hospitalised abroad for a period greater than ten (10) consecutive days, **occurring whilst he/she was travelling alone Abroad**, the Assistance Company arranges the return travel of a Close Relative of legal age and pays for a return ticket from the Country of Residence (1st class by train or economy class airline) to allow a Close Relative to go to their bedside.

The Assistance Company can arrange and pay for the return ticket as soon as the duration of hospitalisation is known to be above ten (10) consecutive days.

ARTICLE 8. EXTENSION OF BENEFICIAIRY'S STAY

Following an Accident or Illness requiring the intervention of the Medical Team, if the Beneficiary cannot return on the initially scheduled date and if he/she does not need Hospitalisation or medical repatriation in accordance with Articles 1 and 2, the Assistance Company pays for their extended stay expenses at the hotel and also one (1) of the Close Relative

accompanying him/her during their trip provided that he/she stays with him/her in the same room (spouses and children) or hotel.

The Assistance Company pays for the accommodation expenses up to the maximum amount as specified in the Benefits Schedule.

This can only be paid for on the advice of the Assistance Company's Medical Team.

Any other temporary accommodation solution cannot result in any compensation.

ARTICLE 9. EARLY RETURN IN THE EVENT OF DEATH OF A CLOSE RELATIVE

If a Close Relative of the Beneficiary dies, including their children who are less than 18 years old, the Assistance Company arranges the return travel of the Beneficiary to allow him/her to attend the funeral in Kenya of that Close Relative and provides him/her with a return ticket (economy class airline, 1st class by train).

This outward journey on such a ticket is to be used to attend the funeral within thirty (30) days of the date of death.

This is paid for up to the maximum amount as specified in the Benefits Schedule.

Chapter 2 TRANSPORT ASSISTANCE
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ARTICLE 10. CANCELLATION OR CURTAILMENT

The Assistance Company will pay up to the sum insured as specified in the Benefits Schedule for all non-recoverable deposits, advance payments and other charges paid or due to be paid by or on behalf of the Beneficiary for travel and accommodation and also for reasonable and necessary extra travel or accommodation expenses for return to the Beneficiary's Country of Residence in the event of a covered trip being reasonable and necessarily cancelled or curtailed because of:

- The death, body injury or illness of:
 - the Beneficiary, or any person with whom he/she is travelling or has arranged to travel with, or any person with whom he/she has arranged to reside temporarily,
 - a Beneficiary's Close relative,
 - the Beneficiary's business associate.

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if before travelling:

- the Beneficiary falls ill at Home with an infectious disease and cannot travel;
 - the Beneficiary or a Close Relative has to self-isolate at Home because of an infectious disease and cannot travel Abroad (subject to medical certification);
 - the Beneficiary has been denied boarding at airport due to detected symptoms of an infectious disease.
- The destination the Beneficiary is travelling is subject to travel restrictions by Ministry of foreign affairs, or denial of entry by the local authorities, or is required to quarantine upon arrival (or upon return in the Country of Residence).

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if during the trip, travel restrictions are imposed asking to the Beneficiary to return at Home due to a pandemic illness.

- Jury service attendance or being called as a witness at a Court of Law of the Beneficiary or any person with whom he/she is travelling or has arranged to travel with.

- Redundancy which qualifies for payment under the current redundancy payment legislation in the Country of Residence and at the time of booking the trip there was no reason to believe anyone would be made redundant of the Beneficiary or any person with whom he/she is travelling or has arranged to travel with.
- The withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such cancellation or curtailment could not reasonably have been expected at the time of receiving these benefits or booking the trip (whichever is the later).
- The Police requesting the Beneficiary, within seven (7) days of his/her departure date, to remain at or subsequently return to his/her Home due to serious damage to his/her Home caused by fire, aircraft, explosion, storm, subsidence, malicious person or theft.

10.1. Specific conditions

- The Beneficiary must obtain a medical certificate from his/her treating medical practitioner and prior approval of the Assistance Company to confirm the necessity to return Home prior to curtailment of the trip due to death, body injury or illness.
- If the Beneficiary delays or fails to notify the travel agent, tour operator or provider of transport/accommodation, at the time it is found necessary to cancel the trip, the Assistance Company's liability shall be restricted to the cancellation charges that would have applied had failure or delay occurred,
- If the Beneficiary cancels the trip due to body injury or illness, he/she must provide a medical certificate from the medical practitioner treating the injured person, stating that this necessarily and reasonably prevented him/her from travelling,
- In the case of curtailment, claims will be calculated from the day the Beneficiary returned to his/her Country of Residence or the day he/she was admitted to hospital or confined to his/her accommodation, and bases on the number of complete days of his/her trip he/she has not used or which he/she was hospitalized, quarantined or confined to his/her accommodation.

10.2. Specific exclusions

In addition to the General Exclusions, are not covered:

- pre-existing medical conditions predating the first subscription of the Policy and having given rise to a consultation, hospitalisation or other medical treatment within the six (6) months prior to the request for assistance;
- the excess specified in the Benefits Schedule applied per claim and per Beneficiary;
- the cost of recoverable airport charges and levies;
- any claim arising directly or indirectly from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier);
- travel tickets paid for using any airline mileage reward scheme, for example Air Miles or any card bonus point schemes;
- accommodation costs paid for using any timeshare, Holiday Property Bond or other holiday points scheme;
- normal pregnancy from the 26th week;
- failure to obtain the required passport or visa;
- any claim arising directly or indirectly from circumstances known by the Beneficiary prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or curtailment of the trip;
- any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the accommodation, their booking agents, travel agent or other compensation scheme;
- any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the transportation, their booking agents, travel agent, compensation scheme or financial protection scheme (such as but not limited to Air Travel Organisers' Licensing);
- any unused or additional costs incurred by the Beneficiary which are recoverable from the Beneficiary's credit or debit card provider or PayPal;
- any claim where the Beneficiary cannot travel or chooses not to travel because of Government or regulatory authority restrictions or advices relating to a pandemic declared by the World Health Organisation.

ARTICLE 11. INFORMATION SERVICE IF DELAY IN DELIVERING LUGGAGE

If there is a delay in delivering their checked-in luggage and after declaration by the Beneficiary to the relevant I.A.T.A. affiliated airline company, the Assistance Company can liaise between the carrier and the Beneficiary in order to keep him/her advised of the result of the searches and, if the luggage have been found, of the terms and conditions for redirecting the luggage.

ARTICLE 12. COMPENSATION IF DELAY IN DELIVERING OF LUGGAGE

The Assistance Company insures the delay in delivery of luggage checked-in by an I.A.T.A. affiliated Airline Company subject to the Beneficiary's ticket being valid for a scheduled international flight of that company.

The amount of the indemnification as shown in the Benefits Schedule is, on an all-inclusive basis, for all luggage properly checked-in where delivery is more than six (6) hours after the arrival of the Beneficiary's flight.

If the delivery of the luggage is more than six 6 hours, the Assistance Company shall reimburse the essential items (toilet articles and/or essential clothes) paid by the Beneficiary up to the amount as specified in the Schedule.

Obligations of the beneficiary in the event of a claim:

The Beneficiary must notify the Assistance Company by telephone on the same day as the event. Any claim must be accompanied by the certification from the airline company describing the event.

ARTICLE 13. ADDITIONAL COMPENSATION IN THE EVENT OF LOSS OF LUGGAGE

The Assistance Company warrants the loss of luggage and personal effects duly registered with an I.A.T.A. affiliated airline company, within the limit of 20kg per Beneficiary and per event and within the limits mentioned in the Benefits Schedule.

13.1. Specific exclusions

- Means of payment (cash, checks, credit cards),
- Travel tickets, manuscripts, documents, books, business papers, passport, identity card,
- Perfumes, perishable commodities, eating.

This guarantee shall come into force in addition to sums received from the concerned airline company that the Beneficiary shall disclose to the Assistance Company. The Beneficiary shall not receive sums for an amount above the real suffered damages.

ARTICLE 14. COMPENSATION IN THE EVENT OF FLIGHT DELAY

14.1. Purpose of the guarantee

The Assistance Company warrants to indemnify the Beneficiary for unforeseen expenses he/she had to incur due to a flight delay of more than six (6) hours from the departure or arrival time given to its title transport.

"Expenses" mean costs incurred by the Beneficiary *in situ* for their meals and refreshments, hotel accommodation and local transfers to and from the airport to the hotel.

This guarantee shall come into force in addition to sums received from the concerned airline company or from any other body that the Beneficiary shall disclose to the Assistance Company. The Beneficiary shall not receive sums before justifying having claimed for indemnities to any possible liable entity and for an amount corresponding to the real suffered damages.

Any indemnity shall be granted only in the following circumstances:

- late departure of a scheduled flight carried out by an airline company, which flights are published;
- late arrival of regular airline flight, which flights are published, preventing the Beneficiary traveling on this flight to take the regular connecting flight.

In case of dispute, the site www.oag.com is considered as the reference website to determine the flights time and of connecting flights.

14.2. Amount of the indemnity

The Assistance Company shall reimburse hotel expenses (bed and breakfast only) up the maximum amount as specified in the Benefits Schedule.

14.3. Specific exclusions

Delays or late arrivals because of events excluded as part of General Exclusions further detailed in clause 24 below shall not give rise to any indemnity.

In addition to those General Exclusions, no indemnity shall be granted in the following circumstances:

- Any delay on non-regular airline company (e.g., charter company)
- Any delay or late arrival below six (6) hours with regards to the initial published arrival time;
- Any delay or late arrival due to a temporary or permanent withdrawal of an aircraft, which has been ordered:
 - by the airport authorities, or
 - by the civil aviation authorities, or
 - by a similar body,and/or has been announced prior to the departure day of the trip of the Beneficiary;
- If a similar means of transport has been made available to the Beneficiary within four (4) hours of the original departure time (or arrival in the case of a connecting flight) of the scheduled flight on which the reservation was recorded.

14.4. Conditions of implementation

Within five (5) business days further to this event, the Beneficiary or their assignees shall contact and inform the Assistance Company service of claims:

By phone: + 33 1 55 92 22 20
By mail: servicemedical.ame@axa-assistance.ma

Statement of delay shall disclose the following information:

- Surname and last name of the Beneficiary
- Number of the Policy
- Number of the general terms of the Policy: 0804232
- Name of the travel agency
- Date of departure and arrival of the trip
- Cause of the delay

Should those five (5) day period be not respected and should the Assistance Company incur any damages because of late filing, the Beneficiary shall lose their right to indemnity.

The Beneficiary or their assignees shall then communicate to the Assistance Company, directly or through his/her travel agency, the following documents:

- statement of the airline company mentioning the cause of the delay, the number of the flight, initial scheduled arrival time and actual arrival time
- copy of the travel ticket
- copy of the boarding pass
- notice of compensation granted by the concerned airline
- the original invoices of expenses incurred because of the delay.

The Assistance Company reserves the right, if need be, to request additional documents to the Beneficiary. The benefit of this guarantee cannot be combined with the guarantee described in Article 12. "Compensation if delay in delivering of luggage".

Chapter 3 LEGAL ASSISTANCE ABROAD

Following an involuntary breach Abroad of the laws and regulations in force, which is not qualified as criminal act according to the local law, which the Beneficiary might commit and if a legal action is initiated against him/her in this country, the Beneficiary may request, in writing, for the assistance of the Assistance Company.

The coverages provided below do not apply for events in relation to the Beneficiary's business activity.

ARTICLE 15. LAWYER'S EXPENSES

The expenses, at the location, of a lawyer involved in the defence of the Beneficiary shall be reimbursed by the Assistance Company, up to the maximum amount as specified in the Benefits Schedule.

ARTICLE 16. ADVANCE FOR BAIL

The Assistance Company advances a bail required by a criminal court to release the Beneficiary or to allow him/her to avoid any imprisonment, up to the maximum amount as specified in the Benefits Schedule.

This advance is made through a lawyer locally or an Assistance Company local correspondent.

This advance is agreed against the lodging of an acknowledgment of debt for an equivalent amount with the Assistance Company.

The Beneficiary is obliged to reimburse the Assistance Company for the amount of the bail advanced:

- as soon as the bail is released by the competent local judicial authority;
- within two (2) weeks of the enforceable legal decision if he/she is found guilty;
- in all cases, within a period of one (1) month of the date of the payment or the return in the Country of Residence of the Beneficiary at the initial scheduled date.

Chapter 4 OTHER COVERAGES

ARTICLE 17. PERSONAL LIABILITY

17.1. Personal Civil Liability cover

The Insurer guarantees the Beneficiary to pay the compensation for which the Beneficiary may be civilly liable by law, for bodily or material damages caused involuntarily to third parties and products during the lifetime of the insurance contract, according to the definitions, terms and conditions set out in the policy and for incidents arising from the risk specified therein.

Save express agreement to the contrary, the Insurer will assume the legal supervision as regards the claim by the damaged party and will meet the cost of the defense expenses that arise. The Beneficiary shall provide the collaboration necessary to assist the legal supervision assumed by the Insurer.

If in the court procedures brought against the Beneficiary there should be a conviction, the Insurer will decide whether it is appropriate to appeal to the competent higher Court; if it does not deem the appeal appropriate, it will inform the Beneficiary thereof, and the latter will be free to lodge it on its own exclusive account. In this latter event, if the appeal lodged were to give rise to a sentence favourable to the interests of the Insurer, it will be obliged to meet the cost of the expenses arising from such appeal.

When any conflict arose between the Beneficiary and the Insurer, prompted by the latter having to maintain in the loss interests contrary to the defense of the Beneficiary, the Insurer will inform the Beneficiary thereof, without prejudice to taking the measures which, because of their urgent nature, are necessary for the defense. In this case, the Beneficiary may choose between maintaining the legal supervision provided by the Insurer or entrusting its own defense to another person. In this last event, the Insurer will be obliged to pay the expenses of such legal supervision.

When in the civil part an amicable agreement was reached, the defense in the criminal part is discretionary on the part of the Insurer and is subject to the prior consent of the defendant.

This cover is subject to a limit provided by the Benefits Schedule.

ARTICLE 18. PERSONAL ACCIDENT

The Beneficiary shall receive the payment of the basic benefit defined in the Benefits Schedule, following the occurrence of an Accident leading to the death of the Insured immediately or within three months of that Accident. In order to obtain payment of the Insured sum, the Beneficiaries should furnish the following documents:

- Beneficiary's birth certificate and literal death certificate.
- Those that prove the Beneficiaries' identity. Should they be the legal heirs, it shall also prove necessary to present the declaration of heirs decreed by the competent Court.
- Where the beneficiaries are duly designated in a will, a certification from the General Registry of Last Wills and Testaments or local equivalent Authority, together with a first copy thereof, will be required.
- Letter of payment or declaration of exemption from Inheritance Tax, duly issued by the corresponding Tax Delegation or local equivalent Authority.

18.1. Permanent Total Disability

Where an accident should lead to the permanent total disablement of the Beneficiary, the Beneficiary shall be indemnified by the Assistance Company up to the maximum amount as specified in the Benefits Schedule.

Loss of:	Benefits Amounts
Both Hands	100% of the Permanent Total Disablement Benefit
Both Feet	
Entire sight in both eyes	
One hand and one foot	
One hand or foot and the entire sight of one eye	
One hand	50% of the Permanent Total Disablement Benefit
One foot	
The entire sight of one eye	

18.2. Modalities for implementation of the cover

The Beneficiary of one of their assignees, shall declare the claim within thirty (30) days of the date of the death or the Accident. The declaration shall include the following elements:

- The names and surnames of the responsible third party and any witnesses,
- The number of the Policy,
- Any document necessary to understand the facts, the nature, the circumstance, the place and the date of the event,
- A copy of the Beneficiary's birth certificate,
- A copy of the identity document certifying the status of the assignee,
- The final notification of the attribution of an invalidity pension,
- The Hospitalisation report and the medical certificate including the date of the first medical act, the description of the injuries and cares, as well as the consequences that may follow.

The Beneficiary shall send any document that would be of interest to the claim. **In addition to these documents, the Assistance Company reserves the right to request any additional documents deemed necessary. Any declaration that does not comply with the provisions of this cover will void this warranty.**

18.3. Specific exclusions

In addition to the General Exclusions, are not covered the consequences originated or produced by the following:

- **Bad faith on the part of the Beneficiary or those intentionally caused by the same, except where the damage was sustained in order to avoid something worse.**

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- Wars, with or without prior declaration, and any conflicts or international interventions using force or duress. Events arising from terrorism, mutiny or crowd disturbances. As well as damage caused during strikes.
- Events of actions of the Armed Forces or Security Forces in peacetime.
- Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.
- Fall of sidereal bodies and meteorites,
- Those derived from radioactive nuclear energy,
- Those caused when the Beneficiary takes part in bets, challenges or brawls, except in the case of legitimate defense or necessity,
- Accidents caused by the Beneficiary's participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions.
- Accidents suffered as a result of being inebriated or under the effect of drugs, toxics or narcotics. Inebriation shall be taken to mean when the blood alcohol level is greater than 0, 50 grams per 1.000 cubic centimeters, or the Beneficiary is fined or convicted for this cause.
- Intoxication or poisoning from the consumption of foodstuff.
- Injuries that are a consequence of surgical operations or medical treatments not brought about by an accident covered by the policy.
- Illnesses of any kind, fainting fits, syncope, strokes, epilepsy or epileptiform and caused by any kind of loss of consciousness as a result of an accident as the latter is defined in the definitions of these General Conditions.

The consequences of accident that occurred prior to the coming into force of this insurance are also excluded, even though they become apparent during its lifetime, as well as the consequences or after-effects of an accident covered which become apparent after the three hundred and sixty-five days subsequent to the date on which it occurred.

The consequences of the following are excluded from the guarantee object of this contract:

- Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding and, in general, any sport or recreational activity that is notoriously dangerous.
- Participation in competitions or tournaments organized by sporting federations or similar organizations.

ARTICLE 19. THEFT OR LOSS OF PASSPORT

In case of passport or identity card theft or loss, the Assistance Company shall reimburse the Beneficiary the direct actual cost of repairs, i.e. the cost of tax stamps or taxes that the Beneficiary must pay, to the exclusion of all other costs, within the limits mentioned in the Schedule.

This warranty will apply only if the passport or the identity card had a validity period with more than twelve (12) months at the time of theft or loss.

Cost of repairs and tax stamps shall be reimbursed with the following documentary proofs: - statement of theft or loss issued by relevant local authorities, and – original invoice of the tax stamp.

ARTICLE 20. ADMINISTRATIVE INFORMATION SERVICE IN THE EVENT OF LOSS OR THEFT OF PERSONAL DOCUMENTS

The Assistance Company provides the Beneficiary with information over the telephone 24 hours a day, 7 days a week, on the following points:

- loss or theft declarations (places where to make the declarations),
- help on renewal (documents to be provided, addresses, time limits for obtaining them, etc.).

The information supplied is of a documentary nature and the Assistance Company's cannot, under any circumstances, be held liable for the use and/or interpretation of the information given.

ARTICLE 21. CONSULAR REFERRAL

Wherever possible, the Assistance Company will provide the Beneficiary with the details of the representative of the relevant consulate.

ARTICLE 22. MISSED DEPARTURE

The Beneficiary is indemnified, up to the amount shown in the Benefits Schedule, for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching his/her overseas destination, connecting flights outside Kenya or returning to Kenya if he/she fails to arrive at the international departure point in time to board the scheduled public transport on which he/she is booked to travel on the initial international journey of the trip as a result of:

- The failure of other scheduled public transport or
- An accident to or breakdown of the vehicle in which the Beneficiary is travelling or
- Strike, industrial action or adverse weather.

22.1. Specific conditions

- The Beneficiary must allow sufficient time for the scheduled public transport or other transport to arrive on schedule and to deliver him/her to the departure point.
- The Beneficiary must obtain a written report from the carrier confirming the delay and cause.
- The Beneficiary must obtain a written report from the local police or attending emergency service if the vehicle he/she is travelling in breaks down or is involved in an accident.

22.2. Specific exclusions

In addition to the General Exclusions, are not covered:

- Claims arising directly or indirectly from:
 - strike or industrial action existing or being publicly announced by the date the Beneficiary purchased this insurance or at the time of booking any trip.
 - an accident to or breakdown of the vehicle in which the Beneficiary is travelling for which a professional repairers report is not provided.
 - breakdown of any vehicle in which the Beneficiary is travelling if the vehicle is owned by him/her and has not been serviced properly and maintained in accordance with manufacturer's instructions.
- Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements.
- Missed departure when less than a minimum connection time of 2 hours between connecting flights at an international point of departure has been arranged or longer if flight reservations systems require longer periods for connections.
- Anything mentioned in General Exclusions.

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Chapter 5 GENERAL CONDITIONS FOR APPLICATION

ARTICLE 23. OBLIGATIONS OF THE BENEFICIARY

As soon as a covered event occurs and before taking any initiative or incurring any expense, the Beneficiary or any person acting on his behalf should contact the Assistance alarm center, which is operational 24/7, within five (5) days of knowledge of the event.

He must provide the following information:

- his name and surname;
- the number and the validity of his insurance policy;
- the number of the travel agreement: **0804232**
- the date of entrance in the inbound country;
- the telephone number on which the Beneficiary can be reached;
- the name, address and telephone number of the admission hospital;
- brief description of the event.

Under no circumstances the Assistance Company be held liable for refunding any expense incurred without prior agreement that shall be validated by the Assistance Company threw a file number.

The Assistance alarm center can be reached:

By phone: + 33 1 55 92 22 20
By mail: servicemedical.ame@axa-assistance.ma

IMPLEMENTATION OF COVERAGES

The Assistance Company becomes involved within the scope fixed by national and international laws and regulations.

In all cases, international transportations are arranged subject to the Beneficiary obtaining the administrative authorisations and having the identity documents and visa necessary for the transportation.

The Assistance Company reserves the right, prior to any intervention of its service provisions, to check the reality of the event insured and the validity of the request made by the Beneficiary.

The Assistance Company cannot be held liable for any damage of a professional or commercial nature suffered by a Beneficiary following an event which needed the intervention of the assistance services.

Supporting Documents

In addition to these documents, the Assistance Company reserves the right to request any additional documents deemed necessary.

BENEFITS	SUPPORTING DOCUMENTS TO PROVIDE TO THE ASSISTANCE COMPANY
Medical Assistance	
Medical Transportation	<ul style="list-style-type: none">• Detailed medical report• Invoice of the transportation• Copy of passport and round-trip ticket
Emergency medical & hospitalisation expenses abroad	<ul style="list-style-type: none">• Original invoices• Medical prescription check by the medical staff if it is an emergency• Name of the beneficiary and IBAN
Emergency dental expenses abroad	<ul style="list-style-type: none">• Original invoices of dental fees• Medical prescription acceptance if it is an emergency• Name of the beneficiary and IBAN

Body repatriation in case of death	<ul style="list-style-type: none"> • Death certificate • Original invoice of the body repatriation • The proof of payment • Name of the beneficiary and IBAN • Depending on cases a heredity certificate
Early return in the event of death of a close relative	<ul style="list-style-type: none"> • Death certificate • Invoices of plane tickets • Official proof of family link
Cancellation or Curtailment	
Cancellation or Curtailment	<ul style="list-style-type: none"> • Detailed medical report • Proof of medication and medical analysis • Copy of the contract • All other supporting documents described in the guarantee
Luggage	
Additional compensation in the event of loss of luggage	<ul style="list-style-type: none"> • The travel certificate and the N° of the file • The luggage Irregularity Report delivered by the air carrier • The indemnification proof of the I.A.T.A. affiliated Airline company • The luggage receipt clearly showing the weight of the luggage lost • IBAN + form filed by customer with bank details
Travel Convenience	
Compensation if delay in delivering of luggage	<ul style="list-style-type: none"> • Certificate of the travel policy • N° of the file • An official document of the airline company with all the details of the delay • A copy of the boarding card • The airline company's compensation notice • The originals (copy of those invoices is accepted if the originals are sent to the airline for indemnification) of invoices for the expenses incurred during the delay • Inventory of all the essential items (toilets items and essential clothes...) • IBAN + form filed by customer with bank details
Compensation in the event of flight delay	<ul style="list-style-type: none"> • Certificate of the travel policy • N° of the file • An official document of the airline company with all the details of the delay • A copy of the boarding card • The airline company's compensation notice • The originals (copy of those invoices is accepted if the originals are sent to the airline for indemnification) of invoices for the expenses incurred during the delay • Inventory of all the essential items (toilets items and essential clothes...) • IBAN + form filed by customer with bank detail
Legal Assistance Abroad	
Lawyer's expenses	<ul style="list-style-type: none"> • Number of the file when the beneficiary called the assistance service • The original invoice • The proof of payment • An official document from the bank with all the bank details • Name of the beneficiary • IBAN
Personal Accident	<ul style="list-style-type: none"> • The names and surnames of the responsible third party and any witnesses, • The number of the Policy, • Any document necessary to understand the facts, the nature, the circumstance, the place and the date of the event, • A copy of the Beneficiary's birth certificate, • A copy of the identity document certifying the status of the assignee, • The final notification of the attribution of an invalidity pension,

	<ul style="list-style-type: none">• The Hospitalisation report and the medical certificate including the date of the first medical act, the description of the injuries and cares, as well as the consequences that may follow.
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EXCEPTIONAL CIRCUMSTANCES

The Assistance Company's commitment is based on an obligation of means (*obligation de moyens*) and not one of results (*obligation de résultat*).

The Assistance Company cannot be held responsible for non-performance or delays or difficulties in performing the agreed services caused by civil or foreign war whether declared or not, general mobilisation, requisition of men and/or materials by the authorities, act of sabotage or terrorism, social unrest including strike, riot and popular uprising, restriction of the free movement of goods and persons, natural disasters, effects of radioactivity, epidemic, pandemics, infectious or chemical risk or any other accident or case of *force majeure*.

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Chapter 6 GENERAL EXCLUSIONS

ARTICLE 24. GENERAL EXCLUSIONS

In addition to the exclusions specified under the terms of the Policy, all consequences of and/or events resulting from the following are also excluded:

- circumstances provoked intentionally by the Beneficiary;
- foreign or civil war whether declared or not, riot and popular uprising, act of terrorism or sabotage;
- involvement in fights, except in case of self-defence, and in bets, dares, duels or crimes;
- the professional practice of any sport and the amateur practice of any aerial, self-defence or combat sport;
- participation in endurance or speed competitions or events and trials in preparation therefore on any form of land, water or air locomotive means;
- failure to respect the recognised safety rules for the practice of any sporting or other leisure activity;
- the consequence of practising the following sports or activities: mountaineering requiring or not the use of equipment, trekking, rock climbing, bobsleigh, skeleton, potholing, parachuting, acrobatic ski jumping, undersea diving involving the use or not of autonomous equipment, aerial sports such as gliding, hang-gliding, flying wing (motorised and non-motorised) and all similar machines (notably micro-lights and ULM), flying air navigation craft, air navigation control device, aerial sports ;
- official bans, injunctions and restrictions imposed by the forces of law and order;
- epidemics, pandemics declared by the World Health Organisation and their consequences
- effects of pollution, natural disasters and their consequences;
- any intervention initiated and/or organised at government or intergovernmental level by any governmental or non-governmental authority or organisation.
- benign affections or lesions which can be treated on the spot;
- non-urgent affections which do not require immediate medical care;
- pre-existing illness predating the first subscription of the Policy and having given rise to a consultation, hospitalisation or other medical treatment within the 6 months prior to the request for assistance;
- convalescence;
- affections under treatment at the first subscription of the Policy and not yet stabilised and/or requiring subsequent scheduled treatment and possible follow-up measures (examination, additional treatment, foreseeable and recurrent complications);
- surgical treatments and interventions of an aesthetic nature not resulting from an Accident;
- pregnancy conditions and their consequences, miscarriages and ectopic pregnancies and their consequences, deliveries and their consequences concerning the newborn babies;
- voluntary interruptions of pregnancy, amniocenteses;
- mental illnesses and their consequences, including depressive syndromes;
- the consequences of a suicide and attempted suicide;
- the consequences of the use of medicines or drugs not medically prescribed;
- the consequences of the alcohol abuse (blood-alcohol level greater than that set by the regulations in force in the country of location, deficiency syndromes as well as any pathology directly resulting from alcohol abuse);
- the consequences of the failure or inability to obtain vaccination or treatment required or made compulsory by a trip or travel or the repercussions of such vaccination or treatment;
- repetitive transportation required because of the Beneficiary's follow up examinations, out- patient care sessions ;
- any cost or expense covered by another insurance policy;
- cost or expense incurred without the prior agreement of the Assistance Company;
- the medical expenses relating to check-ups, medical examinations, scheduled or preventative.

Chapter 7 GENERAL PROVISIONS

ARTICLE 25. LIFE OR DEATH SITUATION

If there is a risk of death, the Beneficiary or any other person representing him/her must call on the medical emergency services in place where the Beneficiary is located before contacting the Assistance Company.

ARTICLE 26. MAXIMUM INSURER'S COMMITMENT (MAXIMUM LIMIT)

It is agreed that if the policy is taken out in favour of one or several insureds, who are subject to the same insured accident caused by a same event at the same time and if the aggregate benefits exceed €20,000,000, the insurer's commitments shall in any event be capped at this amount with respect to the total amount of benefits paid to insureds who are subject to the same accident, the benefits being reduced and paid on a proportional basis with respect to the number of insureds

ARTICLE 27. PRESCRIPTION

Any claim arising out of the Policy shall become statute-barred two (2) years after the event which leads to it or after any time period applicable in accordance with the law of the Country of Residence.

ARTICLE 28. APPLICABLE LAW AND JURISDICTION

The General Conditions are governed by the law of the Country of Residence.

It is agreed that any dispute arising out of an event leading to an intervention by the Assistance Company shall be brought before the court with jurisdiction in accordance with applicable law.

ARTICLE 29. SANCTIONS

The Assistance Company and the Insurer shall not be deemed to provide cover and shall not 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 them 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. The Assistance Company is not subject to anti-money laundering and counter-terrorist financing provisions. The Assistance Company will not provide services to individuals or entities subject to assets freeze measures. The Policyholder and/or the Beneficiary allow the Insurer to apply any appropriate measure to fight against money laundering and terrorist financing, as defined by the Financial Action Task Force (FATF) recommendations.

ARTICLE 30. DATA PROTECTION

The Beneficiary acknowledges and agrees that the Insurer:

- is committed to protect his personal data in accordance with applicable laws and regulations; and
- is acting as data controller in respect of the personal data that the Beneficiary process under this Policy; and
- has implemented and will maintain within its organization policies and technical security measures preventing any breaches (e.g. of confidentiality) by its officers, representatives, employees or any other third party acting on its behalf in determining what are appropriate technical security measures, account shall be taken of risks presented by accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed; and
- has fulfilled legal requirements relative to the transfer of such personal data; and
- does transfer his data abroad for the performance of this Policy; and
- does transfer his data abroad for the performance of the contract signed between the Assistance Company and/or its reinsurer(s).

The Beneficiary consents to transfer his personal data Abroad, in order for the Assistance Company to fulfil its contractual commitments with the Insurer, including but not limited to administration, risk management and performance of the Policy.