
GENERAL POLICY CONDITIONS

SCOPE OF COVER:

Provide Travel Assistance outside of their Country of Residence to individuals less than 80 years old when assistance is asked for, holding a Classic, Gold, Platinum, Titanium, Visa Infinite, MasterCard World and MasterCard World Elite credit cards issued by Credit Libanais Bank who have paid in full or not by means of the card (including payment utilizing air miles or points generated by previous use of the specified card(s)) the required cost of ticket(s) for travel, their Spouse and Children whose tickets for travel have also been bought, in full or not, with the specified card(s)."

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 the Country of Residence, on a worldwide basis or within the geographical scope insured by the Policy.

Accident/Accidental event: 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 / Insured person: individuals less than 80 years old when assistance is asked for, holding a Classic, Gold, Platinum, Titanium, Visa Infinite, MasterCard World and MasterCard World Elite credit cards issued by *Credit Libanais* Bank who have paid in full or not by means of the card (including payment utilizing air miles or points generated by previous use of the specified card(s)) the required cost of ticket(s) for travel, their Spouse and Children whose tickets for travel have also been bought, in full or not, with the specified card(s).

Children: Legal children of the Credit Libanais credit card holder, under 25 years old when the policy is contracted, and residing with the Credit Libanais credit card holder.

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

Close Relative: The spouse of the Credit Libanais credit card holder, their Children, and also their immediate ascendants at first degree, brother, sister, parent-in-law, son/daughter in law, grandchild or fiancé (e), -resident in the Country of Residence

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

Deductible/Excess: part of damage which remains born 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.

Hospitalization: any unexpected stay of at least 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 hospitalization.

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: Crédit Libanais d'Assurances et Réassurances SAL - Blvd Pierre Gemayel | Corniche El Nahr - Adlieh | Crédit Libanais Tower | 1st Floor| P.O.Box 116-5235 Museum-Lebanon
C.R.B.: 5179. Register of Insurance Organisms (Sub # 208) and governed by provisions of Decree No. 9812 dated 4/5/68

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.

Spouse: Credit Libanais credit card holder's legally married husband or wife, residing with the Credit Libanais credit card holder.

CONDITIONS FOR APPLICATION OF THE COVERAGES

2. VALIDITY OF THE COVERAGES

Travel assistance coverages are valid outside of the Country of Residence for the period of validity of the Policy; they only **apply from the first (1st) day of travel Abroad to the ninety-second (92nd) consecutive travel day.**

3. TERRITORY

Covers are granted outside the Country of Residence, for Beneficiaries holding a Policy, on a worldwide basis.

TABLE

ASSISTANCE TO PERSONS	8
1. MEDICAL TRANSPORTATION/TRANSFER	8
2. REPATRIATION OF CLOSE RELATIVES	9
3. RETURN HOME IN THE COUNTRY OF RESIDENCE OF A BENEFICIARY WHO IS UNDER 15 YEARS OLD	9
4. GUARANTEE OF URGENT MEDICINES AND HOSPITALIZATION ABROAD	10
5. GUARANTEE OF URGENT DENTAL FEES ABROAD	10
6. SENDING MEDICINES ABROAD	11
7. EXTENSION OF STAY OF A CLOSE RELATIVE OF THE BENEFICIARY	11
8. EARLY RETURN IN THE EVENT OF THE DEATH OF A CLOSE RELATIVE	11
9. INFORMATION SERVICE IN THE EVENT OF DELAY IN DELIVERING LUGGAGE	11
10. TEMPORARY DEPRIVATION OF BAGGAGE	12
11. ADDITIONAL INDEMNITIES IN THE EVENT OF LOSS OF LUGGAGE AND PERSONAL EFFECTS	12
12. INDEMNITIES IN THE EVENT OF FLIGHT DELAY	12
13. INDEMNITY IN THE EVENT OF THEFT OR LOSS OF PASSPORT, IDENTITY CARD OR DRIVING LICENSE	14
14. LEGAL ASSISTANCE ABROAD	14
15. SENDING URGENT MESSAGES	14
16. PURCHASE PROTECTION	15
17. HIJACK	16
18. TRIP CANCELLATION OR CURTAILMENT	16
19. LEGAL ASSISTANCE	17
20. PERSONAL ACCIDENT	18
21. PERSONAL LIABILITY	19
22. OVERSEAS BURIAL COSTS	20
23. HOSPICASH	20
24. MISSED DEPARTURE	20
25. FRAUD PROTECTION	21
26. COLLISION DAMAGE WAIVER	21
27. BAGGAGE AND PERSONAL EFFECTS	23
GENERAL CONDITIONS FOR APPLICATION	24
28. OBLIGATIONS OF THE BENEFICIARY	24
29. IMPLEMENTATION OF COVERAGES	24
30. EXCEPTIONAL CIRCUMSTANCES	24
EXCLUSIONS	25
31. GENERAL EXCLUSIONS	25
GENERAL PROVISIONS	26
32. LIFE OR DEATH SITUATION	26
33. MAXIMUM INSURER'S COMMITMENT (Maximum limit)	26
34. PRESCRIPTION	26
35. APPLICABLE LAW AND JURISDICTION	26
36. DATA PROTECTION	26

BENEFITS SCHEDULE

Summary of covers	Limits in USD				
	CLASSIC	GOLD	PLATINUM / TITANIUM	VISA INFINITE & MASTERCARD WORLD	MASTERCARD WORLD ELITE
Medical transportation	Actual expenses	Actual expenses	Actual expenses	Actual expenses	Actual expenses
Repatriation of Close Relatives	Actual expenses	Actual expenses	Actual expenses	Actual expenses	Actual expenses
Return home in of a Beneficiary who is under 15 years old	Actual expenses	Actual expenses	Actual expenses	Actual expenses	Actual expenses
Cover for urgent medicines and Hospitalization abroad	USD 100,000 <i>Excess of 100 USD</i>	USD 100,000 <i>Excess of 100 USD</i>	USD 250,000 <i>Excess of 100 USD</i>	USD 1,000,000 <i>Excess of 100 USD</i>	USD 2,000,000 <i>Excess of 100 USD</i>
Guarantee of urgent dental fees abroad	USD 1,000	USD 1,000	USD 2,500	USD 5,000	USD 5,000
Sending medicines abroad	Actual expenses	Actual expenses	Actual expenses	Actual expenses	Actual expenses
Extension of stay of a Close Relative of the Beneficiary	Up to 50 USD per day 10 days maximum	Up to 75 USD per day 10 days maximum	Up to 100 USD per day 10 days maximum	Up to 100 USD per day 10 days maximum	Up to 100 USD per day 10 days maximum
Early return in the event of the death of a Close Relative	Actual expenses	Actual expenses	Actual expenses	Actual expenses	Actual expenses
Information service in the event of delay in delivery of luggage	Actual expenses	Actual expenses	Actual expenses	Actual expenses	Actual expenses
Temporary deprivation of baggage	Up to USD 500 <i>Excess of 4 hours</i>	Up to USD 500 <i>Excess of 4 hours</i>	Up to USD 500 <i>Excess of 4 hours</i>	Up to USD 500 <i>Excess of 4 hours</i>	Up to USD 500 <i>Excess of 4 hours</i>

Additional indemnities in the event of loss of luggage and personal effects	USD 1,000 per Beneficiary	USD 1,500 per Beneficiary	USD 2,500 per Beneficiary	USD 2,500 per Beneficiary	USD 2,500 per Beneficiary
Indemnities in the event of flight delay	Up to USD 750 per Beneficiary if the delay is more than 6 hours	Up to USD 750 per Beneficiary if the delay is more than 6 hours	Up to USD 1,000 per Beneficiary if the delay is more than 6 hours	Up to USD 1,000 per Beneficiary if the delay is more than 6 hours	Up to USD 1,000 per Beneficiary if the delay is more than 6 hours
Indemnity in the event of theft or loss of passport, identity card or driving license	USD 1,000	USD 1,000	USD 1,000	USD 1,000	USD 1,000
Lawyer's expenses	Up to USD 2,000	Up to USD 2,000	Up to USD 2,000	Up to USD 2,000	Up to USD 2,000
Advance for bail	USD 2,500	USD 5,000	USD 10,000	USD 10,000	USD 10,000
Sending urgent messages	Actual expenses	Actual expenses	Actual expenses	Actual expenses	Actual expenses
Purchase protection	USD 750 per item Up to USD 1,500 per event Up to USD 10,000 per year	USD 750 per item Up to USD 1,500 per event Up to USD 10,000 per year	USD 3,000 per item Up to USD 10,000 per event Up to USD 50,000 per year	USD 10,000 per item Up to USD 10,000 per event Up to USD 50,000 per year	USD 25,000 per item Up to USD 25,000 per event Up to USD 75,000 per year
Hijack				USD 50 per day Up to 30 days	USD 50 per day Up to 30 days
Trip cancellation	USD 2,500	USD 2,500	USD 5,000	USD 7,500	USD 7,500
Legal Assistance (advice)	Actual expenses	Actual expenses	Actual expenses	Actual expenses	Actual expenses
Personal Accident	USD 100,000 USD <i>10% for Children under 16 years old</i>	USD 100,000 USD <i>10% for Children under 16 years old</i>	USD 250,000 USD <i>10% for Children under 16 years old</i>	USD 500,000 USD <i>10% for Children under 16 years old</i>	USD 750,000 USD <i>10% for Children under 16 years old</i>
Personal Liability	USD 100,000	USD 150,000	USD 200,000	USD 1,000,000	USD 1,000,000
Overseas Burial Costs	Up to USD 5,000	Up to USD 5,000	Up to USD 5,000	Up to USD 5,000	Up to USD 5,000
Hospicash	USD 50 per day Up to 45 days	USD 50 per day Up to 45 days	USD 50 per day Up to 45 days	USD 100 per day Up to 45 days	USD 150 per day Up to 45 days

Missed Departure	USD 100	USD 250	USD 250	USD 500	USD 750
Fraud Protection				USD 3,000 per event Up to USD 5,000	USD 3,000 per event Up to USD 5,000
Collision Damage Waiver				USD.50,000 Excess USD 75	USD.100,000 Excess USD 75
Baggage and Personal effects	USD 2,000	USD 2,000	USD 2,000	USD 3,000	USD 3,000
<i>Including:</i>					
- <i>Jewellery and Valuables limit</i>	<i>USD 1,000</i>	<i>USD 1,000</i>	<i>USD 1,000</i>	<i>USD 1,000</i>	<i>USD 1,000</i>
- <i>Single article limit</i>	<i>USD 500</i>	<i>USD 500</i>	<i>USD 500</i>	<i>USD 1,000</i>	<i>USD 1,000</i>
Deductible	USD 50	USD 50	USD 50	USD 50	USD 50

ASSISTANCE TO PERSONS

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 and in place of him/her.

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 and in place of him/her.

1. MEDICAL TRANSPORTATION/TRANSFER

1.1 Medical assistance

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

- take attach 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 person.

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

1.2 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.

1.3 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.

NOTA: 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.

1.4 Common provisions:

- 1) 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.

- 2) 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.
- 3) The Assistance Company shall find a bed in an appropriate medical facility according to its Medical Team recommendation or agreement.
- 4) 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 refuses the decision of the Medical Team, he/she will be no more entitled to claim for any coverages nor any refund under this Policy.**
- 5) 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.
- 6) In all cases the Beneficiary's luggage – excluding essential personal effects – shall remain the responsibility of the Beneficiary or of a Close Relative.

2. REPATRIATION OF CLOSE RELATIVES

In the event of medical transfer of the Beneficiary, the Assistance Company shall arrange the return to the home of Close Relatives holding each their own Policy subscribed with the Insurer and travelling with the Beneficiary.

The Assistance Company shall bear the cost for a one-way ticket by airplane in economy class, if initial tickets cannot be used or modified.

In this case, the holder a non-used nor modifiable travel ticket have to comply with the necessary steps for obtaining the reimbursement of the said travel ticket from the issuer of this ticket and have to justify his/her actions to the Assistance Company. Any eventual sum so received shall be deducted from any sum to be paid by the Assistance Company or reversed to the Assistance Company up to the sum guaranteed by the Assistance Company.

3. RETURN HOME IN THE COUNTRY OF RESIDENCE OF A BENEFICIARY WHO IS UNDER 15 YEARS OLD

In the event of Accident or Illness or death of the Beneficiary and in the absence, *in situ*, of a Close Relative of legal age, the Assistance Company arranges for the return home of his/her children who are less than 15 years old, traveling with him/her and who are also Beneficiaries.

These children are accompanied either by a relation duly designated and authorised by the Beneficiary or one or his/her legal successors, or, failing that, a qualified staff member provided by the Assistance Company.

The Assistance Company arranges and pays for the economy class return airline ticket of that accompanying person, their on-site hotel expenses (bed and breakfast only) up to the maximum amount as specified in the Schedule, and also the fees and travel expenses of the qualified staff member, if necessary.

A one-way ticket for the children is also paid for provided that the tickets or means initially scheduled for their return cannot be used or modified.

If the ticket held by the children cannot be used for return home in the Country of Residence, the Beneficiary shall relieve this non-used ticket to the Assistance Company or reverse any refund obtained from the carrier.

The parents of the child holding a non-used nor modifiable travel ticket have to comply with the necessary steps for obtaining the reimbursement of the said travel ticket from the issuer of this ticket and have to justify their actions to the Assistance Company. Any eventual sum so received shall be reversed to the Assistance Company.

4. GUARANTEE OF URGENT MEDICINES AND HOSPITALIZATION ABROAD

If the Beneficiary becomes ill, injured or is admitted into hospital or clinic abroad whilst on an insured trip as an **in-patient** and is likely to be in hospital for more than twelve (12) hours, **someone must contact the emergency Assistance Company on behalf of the Beneficiary immediately**, in order that the emergency Assistance Company can confirm the conditions of cover and arrange for the direct payment of medical bills if required. **If this is not done, it could mean that the insurer or its appointed emergency Assistance Company may not provide the cover or the amount of benefit paid for medical expenses will be reduced.**

The Assistance Company shall pay, up to the amount stated in the Schedule, each Beneficiary due to injury or sickness in respect of:

- Medical, hospital and treatment expenses (including emergency dental treatment for immediate relief of pain only), additional accommodation and repatriation expenses necessarily incurred and payable within twelve months of the incident giving rise to a claim as certified by a registered Medical Practitioner abroad, as the result of the Insured Person becoming ill or sustaining Accidental Bodily Injury during a trip incepting the Period of Insurance, such expenses having been specifically agreed by Insurers or their appointed Emergency Assistance Company.
- The necessary travel and hotel expenses of a relative or friend of the Insured Person or qualified nurse who shall on medical advice accompany the Insured Person because of the severe disability of the Insured Person.
- Additional repatriation expenses necessarily incurred by the Insured Person consequent upon the death, sudden illness or injury of the Insured Person's Sspouse, parent, parent-in-law, grandparent, child, grandchild, brother, sister, fiancé(e) or Close Business Colleague resident in the Insured Person's Country of Domicile.
- Transfer of the Insured Person's body or ashes in the event of death to the Insured Person's Country of Domicile when travelling abroad (**excluding funeral and interment costs**) or alternatively to pay up to USD 2,000 towards the cost of burial or cremation expenses if incurred abroad.
- The cost of return air transportation to enable one Person from the Insured Person's Country of Domicile to visit the Insured Person in hospital after seven days hospitalisation.
- The cost of returning unaccompanied Children of the Insured Person to the Insured Person's Country of Domicile when travelling abroad.
- The cost of return air transportation for a specialist to attend the Insured Person when considered medically necessary as agreed by the Insurers or their appointed Emergency Assistance Company.

This Insurance does not cover the Deductible amount stated in the Schedule.

5. GUARANTEE OF URGENT DENTAL FEES ABROAD

The Assistance Company guarantees the payment of urgent dental fees up to the maximum amount as specified in the Schedule.

Fillings and false teeth are excluded from this cover.

The implementation of this cover is subject to the prior approval of the Assistance Company.

6. SENDING MEDICINES ABROAD

If it is impossible to find, *in situ*, the medicines or their equivalent prescribed, before departure, by the treating doctor in the Country of Residence which are essential for the continuation of the treatment, the Assistance Company searches for them.

If they are available, the Assistance Company deals with their shipping as quickly as possible, subject to local legal constraints and the transportation resources available.

This cover is valid for one-off requests. Under no circumstances may it be granted in respect of long-lasting treatments which would need regular shipments or in respect of a vaccination request.

The Assistance Company shall bear the cost of shipping.

Cost of the drugs and eventual customs expenses shall be borne by the Beneficiary, who undertakes to reimburse the Assistance Company within a period of 30 (thirty) days of the date on which the invoice was sent.

7. EXTENSION OF STAY OF A CLOSE RELATIVE OF THE BENEFICIARY

If the Beneficiary remains in a hospital more than ten (10) following days because of a decision of the Assistance Company Medical Team and this stay in hospital exceeds the scheduled duration of the trip, additional accommodation expenses (bed and breakfast only) exceeding the scheduled duration of the trip, incurred by a Close Relative travelling with the Beneficiary shall be borne on flat rate basis by the Assistance Company.

Support of those costs shall be limited to the maximum amount as specified in the Schedule.

Any other temporary accommodation solution cannot result in any compensation.

8. EARLY RETURN IN THE EVENT OF THE 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 the Country of Residence 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 Schedule.

9. INFORMATION SERVICE IN THE EVENT OF 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.

10. TEMPORARY DEPRIVATION OF BAGGAGE

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 Schedule is, on an all-inclusive basis, for all luggage properly checked-in where delivery is more than four (4) hours after the arrival of the Beneficiary's flight. If the delivery of the luggage is more than four (4) 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.

11. ADDITIONAL INDEMNITIES IN THE EVENT OF LOSS OF LUGGAGE AND PERSONAL EFFECTS

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

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.

12. INDEMNITIES IN THE EVENT OF FLIGHT DELAY

12.1 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.

12.2 Amount of the indemnity

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

12.3 Specific exclusions

Delays or late arrivals because of events excluded as part of general exclusions further detailed in clause 31 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.**

12.4 Conditions of implementation

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

- By mail: gestion.assurances@axa-assistance.com
- By fax: +33 (0)1 55 92 40 41,
- By phone: +33 (0)1 49 65 25 61,
- By registered letter with acknowledgement of receipt.

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: 0803338
- 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 **Error! Reference source not found.** "Indemnities in the event of delay in delivery of luggage".

13. INDEMNITY IN THE EVENT OF THEFT OR LOSS OF PASSPORT, IDENTITY CARD OR DRIVING LICENSE

In case of passport, identity card or driving license 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.

14. 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.

14.1 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 Schedule.

14.2 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 Schedule.

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

This advance is agreed against the lodging of a 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.

15. SENDING URGENT MESSAGES

If the Beneficiary is unable to send an urgent message and if he/she specifically asks for it, the Assistance Company sends the messages or news coming from the Beneficiary to a Close Relative free of charge, by the quickest means.

The Assistance Company shall send urgent messages only if they are related to Illness, Accident or death of the Beneficiary.

The Assistance Company can also act as an intermediary in the opposite direction.

The messages are the responsibility of their authors who must be able to be identified and are only binding on them, with the Assistance Company only acting as an intermediary for them to be sent.

16. PURCHASE PROTECTION

(i) Definitions - applicable to this section

Eligible item: an item, purchased by the Cardholder solely for personal use (including gifts), which has been charged fully (100%) to the covered card and is not listed under “Specific exclusions” in this section.

Purchase price: Beneficiary statement or the store receipt for the eligible item, being at least USD 100

(ii) What is covered

In the event of theft and/ or accidental damage to an eligible item within ninety (90) days of purchase, we will, at our option, replace or repair the eligible item or credit the Cardholder account an amount not exceeding the purchase price of the eligible item, or the single item limit shown in the Benefit Table whichever is lower.

We will not pay more than the amount shown in the Benefit Table for any one event, or more than the maximum amount shown in the Benefit Table in any one 365 day period.

(iii) Important claims conditions

- Purchase Protection provides cover only for claims or portions of claims that are not covered by other applicable guarantees, warranties, insurance or indemnity policies, subject to the stated limits of liability.
- Claims for an eligible item belonging to a pair or set, will be paid up to the full purchase price of the pair or set, provided the items are not useable individually and cannot be replaced individually.
- If the Beneficiary purchases the eligible item as a gift for someone else, we will if he/her wishes, pay a valid claim to the recipient, subject to the Beneficiary making the claim.
- The Beneficiary must exercise due diligence and do all things reasonably practicable to avoid any direct physical theft or damage to an eligible item.
- If requested by the Assistance Company, the Beneficiary must send to the Assistance Company, at his/her expense, any damaged eligible item or part of a pair or set, and assign the legal rights to recover from the party responsible up to the amount paid by the Assistance Company.
- The Beneficiary must document that the claim has not been sent to any other insurance companies.
- The Beneficiary must provide the Assistance Company with the original sales receipt from store, original of card receipt, original of account showing the transaction and the police report if stolen.

(iv) Specific exclusions

- ❖ Events not connected to theft or damage caused by accident.
- ❖ Mysterious disappearance of eligible items.
- ❖ Events caused by fraud, mistreatment, carelessness or not following the manufacturers manual.
- ❖ Eligible items which were used before purchase, second-hand, altered, or bought fraudulently.
- ❖ Damage to eligible items caused by product defects or error during production.
- ❖ Theft not reported to the police within twenty-four (24) hours of discovery and a written report obtained.
- ❖ Eligible items left unattended in a place accessible to the public.
- ❖ Theft of or damage to eligible items in a motor vehicle as a result of the theft of the motor vehicle.
- ❖ Theft from any property, land or premises unless entry or exit to the property or premises was gained by the use of force, resulting in visible physical damage to the property or premises.
- ❖ Jewellery, watches, precious metals, gemstones and any item made from precious metals and gemstones.

- ❖ **Motor vehicles, motorcycles, bicycles, boats, caravans, trailers, hovercraft, aircraft and their accessories.**
- ❖ **Service, cash, travel checks, tickets, documents, currency, silver, gold, art, antiques, rare coins, stamps and collector's items.**
- ❖ **Animals, living plants, consumables, perishable goods or permanent installations.**
- ❖ **Electronic items and equipment, including but not limited to, personal stereos, mobile telephones, MP3/4 players, computers or computer-related equipment whilst at your place of employment, items used for business purposes.**
- ❖ **Damage due to normal wear and tear, normal use or normal activity during sports and games (example golf or tennis balls).**
- ❖ **Theft or damage when the eligible item is under the supervision, control or safe keeping of, a third party other than required according to safety regulations.**
- ❖ **Eligible items not received by the Cardholder or other party designated by the Cardholder.**
- ❖ **Mail order or courier delivered item(s) until the item(s) are received, checked for damage and signed for at the delivery address.**
- ❖ **Expenses due to repairs not performed by workshops approved by us.**
- ❖ **Damage due to water, damp or earthquake.**
- ❖ **Loss caused by declared or undeclared war, confiscation by order of any government or public authority, or arising from illegal acts.**
- ❖ **Theft or accidental damage to any eligible item where there is any other insurance covering the same theft or accidental damage, where the terms and conditions of such other insurance have been broken or for the reimbursement of any evident excess.**

17. HIJACK

The insurer will pay, up to the sum insured as specified in the Schedule, the insured distress compensation for every twenty-four (24) hours during any common carrier in which the Beneficiary is travelling has been hijacked.

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

18. TRIP CANCELLATION OR CURTAILMENT

The Assistance Company will pay up to the sum insured as specified in the 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
- Compulsory quarantine, 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.

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 form the medical practitioner treating the injured person, stating that this necessarily and reasonable 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.

Specific exclusions:

Are not covered:

- ❖ **Pre-existing medical conditions,**
- ❖ **The excess shown in the Benefits Schedule applies to each and every claim per incident for each 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),**
 - **Circumstances known to 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.**
- ❖ **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, without any accompanying bodily injury, illness, disease or complication. The section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event,**
- ❖ **Failure to obtain the required passport or visa,**
- ❖ **Anything mentioned in the General Exclusions.**

19. LEGAL ASSISTANCE (ADVICE)

The Assistance Company will offer unlimited legal advice when the customer is outside the Country of residence, in case of specific emergency cases.

20. PERSONAL ACCIDENT

(i) Definitions applicable to this section

Injury means identifiable physical injury caused solely and directly through accidental, external violent and visible means.

Loss of a limb means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle, including loss of use of an entire hand, arm, foot or leg.

Loss of an eye means the complete and irrecoverable loss of the sight of an eye.

Permanent Total Disablement means disablement from engaging in or giving attention to any gainful occupation for twelve consecutive months and at the end of that time being beyond hope of improvement.

(ii) What is covered

In the event of Accidental Bodily Injury being sustained by the Insured Person during a Journey incepting during the Period of Insurance, benefit will be paid up to the amount stated in the Schedule for:

- A. Death by Accidental Bodily Injury
- B. Loss of one or more Limbs or one or both eyes
- C. Permanent Total Disablement from following any occupation

In respect of an Insured Person under 16 years of age at the time of Accidental Bodily Injury the death benefit under (A) above will be limited to the amount stated in the Schedule.

The maximum amount of all benefits payable for one or more injuries sustained by a Beneficiary during the trip shall not exceed the amount stated in the Schedule.

Specific exclusions:

No benefits will be payable:

- ❖ under (A) or (B) unless such death or loss occurs within twelve (12) months of the date of Accidental Bodily Injury;
- ❖ under (C) except on proof to the Insurer that the disablement has continued for twelve (12) consecutive months from the date of injury and in all probability will continue for the remainder of the Beneficiary's life.

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.
- ❖ 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 the course of 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 epileptiforms 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.
- ❖ Accidents due to a physical or manual risk activity (paid or not) such as: driving of vehicles, use of machinery, loading and unloading, work in heights/levelling or confined locations, assembly of machinery, undertaking work on floating or underwater/sub-aquatic platforms, mines or quarries, use of chemical substances, laboratories of any kind, and any other dangerous activities

21. PERSONAL LIABILITY

The Assistance Company shall indemnify the Beneficiary against all sums which they would become legally liable to pay damages or costs in respect of accidental death or bodily injury and/or accidental loss or damage to material property belonging to any third party in respect of any one occurrence and in the aggregate due to an incident during a Covered Trip, up to the agreed limits.

1) Conditions and limitations applicable

- ❖ The limit of indemnity is inclusive of all the Beneficiary's costs and expenses incurred with the prior written approval of the Company
- ❖ The Beneficiary shall give immediate notice to the Assistance Company of any occurrence for which there may be liability under this section and shall provide the Assistance Company with such particulars and information as the Assistance Company may require and shall forward to the Assistance Company immediately on receipt any letter, writ summons and process and shall advise the Assistance Company in writing immediately the Beneficiary has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence;
- ❖ No admission of liability or offer, promise or payment shall be made without the prior written consent of the Assistance Company. The Assistance Company shall be entitled at its discretion to take over settlement of any claim and to prosecute at its own expense and for its benefit any claim for compensation or damage against any other person. The Beneficiary shall give any information and assistance to the Assistance Company as may be required;
- ❖ The Assistance Company may at any time and at its sole discretion pay to the Beneficiary the maximum sum payable under this section in respect of any claim. The Assistance Company shall then be exempt from all future liability under this section.

2) Specific exclusions:

- ❖ Injury to employees of the Beneficiary
- ❖ Liability arising out of
 - the ownership or use of animals vehicles, air craft or water craft (other than manually propelled rowing boats punts or canoes)
 - property belonging to or held in trust by on in the custody or control of the Beneficiary.
 - any wilful act or misconduct
 - the carrying on of any trade profession or business.
- ❖ Liability to members of the Beneficiary's family or any employee
- ❖ Liability assumed by the Beneficiary's by contract.
- ❖ Liability for which indemnity is provided to the Beneficiary under any other insurance.

22. OVERSEAS BURIAL COSTS

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 the Country of Residence

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

The funeral, ceremony, local funeral procession, burial or incineration expenses are excluded from the cover.

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

23. HOSPICASH

If the Beneficiary has to stay in hospital for more than five (5) days, the Assistance Company shall pay him/her, subject to the submission of supporting documents (original detailed invoice) a daily indemnity up to the amount specified in the Schedule, starting from the first (1st) day of hospitalisation.

24. 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 of his Country of Residence or returning to his Country of Residence 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 conditions.

Specific conditions to the Article "Missed Travel Connection/Missed Departure":

- 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.

Specific 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.**

25. FRAUD PROTECTION

(i) What is covered

In the event of unauthorised and fraudulent use of the Cardholders lost or stolen covered card (for personal use only) for which the Cardholder is legally responsible and for which the bank or credit card company refuse to reimburse the Cardholder, the Insurer will reimburse up to the amount shown in the Benefit Table for losses which occur before a Cardholder reports the incident to its bank or credit card company.

(ii) Specific exclusions

- 1. Losses incurred if the incident is not reported to the bank or credit card company and the police within twenty-four (24) hours of its discovery and a written report which includes an incident number obtained.**
- 2. The Cardholder using the covered card in a way which is not authorised by the card issuer.**
- 3. Any costs incurred due to fraudulent use by a beneficiary, including disclosing the Personal Identification Number (PIN) anyone, or keeping it, even in a coded format, with the covered card; or makes it known to anyone other than an authorised user.**
- 4. Claims which do not include supporting documentation.**
- 5. Any loss that was not incurred or did not commence during the period of cover.**
- 6. If the Cardholder does not comply with the conditions of issue as stated by the issuing card company.**

(iii) Claims procedure

In the event of fraudulent use, the Beneficiary should:

1. Report the incident to the police within 24 hours of discovery and obtain a written report from the police confirming the loss and an incident number.
2. Contact the Assistance Company immediately and in any event within twenty-four (24) hours of discovery.
3. Send the statement to the Fraud Department of the issuing card company concerned, requesting that the suspected fraudulent charges be removed.
4. Should the card company be unable to remove the suspected fraudulent charges, the Beneficiary should obtain a letter from them which confirms the date, times and amount of the suspected fraudulent charges and an explanation of why they cannot be removed.
5. Send the letter from the card company, the police report, the completed claim form, along with any other evidence which can be supplied, by registered post to us within 60 days of the incident.
6. If the Beneficiary makes a claim under the insurance cover, in dealing with the claim the Assistance Company will be acting on the Insurer behalf. In all other cases, the Assistance Company will act on the Beneficiary's behalf.
7. The Beneficiary must give to the Assistance Company all the information he/she is able to.

26. COLLISION DAMAGE WAIVER

(ii) Definitions applicable to this section

Excess: the part of the claim for which the Cardholder remains financially responsible in the rental agreement and has not taken out any other rental vehicle insurance.

Rental vehicle: passenger cars, estate cars and vans, authorized to carry up to nine people authorized to use public roads. Rental vehicles hired on a daily or weekly basis from an authorized rental agency or hire car firm, must be paid for in full with your covered card. This cover is limited to no more than 31 days. Collision Damage Waiver is only valid for rental vehicles rented and driven outside of the country of residence.

Rental Period: the period shown on the rental agreement lasting no longer than 92 days

Rental vehicle insurance: the primary insurance held by a licensed car rental agency or company in respect of the rental vehicle covering risks such as third party liability, or theft of the rental vehicle.

You/ your : the Cardholder being the named first driver in the rental agreement, being at least 21 years of age and under 80 years of age, in possession of a valid driver's license valid for the class of rental vehicle.

(iii) What is covered

Up to the amount shown in the Benefit Table for the amount of the excess (when the rental car company covers damages to the rental vehicle over and above the excess by means of another contract or rental vehicle insurance) if the licensed rental agency or company holds you responsible for costs arising from material damage to the rental vehicle during the rental period resulting from damage, fire, vandalism, or theft of the rental vehicle and for subsequent loss of revenue while the rental vehicle is unavailable for hire as a result of such damage or loss;

(iv) Specific exclusions

1. Cover will not apply to you if you:

- do not hold a valid driving license for the class of rental vehicle being driven (such license issued in the country of residence or in the country issuing your passport);
- have more than three convictions for speeding or has collected more than nine points on their driving license within the five years prior to the trip;
- have any conviction (or pending prosecution) for driving whilst under the influence of a drug or drugs or drink driving; or had a conviction or period of disqualification (or is awaiting prosecution) for dangerous driving and/or careless driving offence;
- are under 21 or over 79 years of age;
- violate the conditions of the rental agreement.

2. Cover will not apply in respect of the following types of rental vehicle:

- mopeds and motorbikes; limousines, commercial vehicles, trucks, motor homes, and vehicles not licensed for road use including but not limited to trailers or caravans;
- rental vehicles with a retail purchase price exceeding Limits as per table of benefits
- rental vehicles being used for reward, motor racing, rallies, speed, endurance tests, track days, or practicing for such events.
- rental vehicles used for commercial purposes.

3. Renting more than one rental vehicle at any one time.

4. Rentals of more than the duration specified in the rental agreement or more than 92 days.

5. Revolving, lease type rentals.

6. Rental of vehicles on an hourly (or less) basis where the rental vehicle is not physically checked in and out by a representative of the licensed car rental agency.

7. Any claim value under \$75 for each incident that you claim for.

8. We will only pay in excess of any insurance which is included in the rental agreement, rental vehicle insurance or any other insurance that you hold which covers the same incident.

9. Vehicles used off-road, in or in training for racing competitions, trials rallies or speed testing, or being used for a purpose other than stated in the rental agreement.

10. Loss and/or damage to vintage cars over 20 years old, or cars that have not been manufactured for at least 10 years.

-
11. Loss and/or damage resulting from failure of any person to observe the maintenance and operating instructions supplied with the rental vehicle or caused by wear and tear, insects or vermin.
 12. Any costs where you admit liability, negotiate, make and promise or agree any settlement.
 13. Any fines (including but not limited to speeding fines, parking fines) and punitive damages.
 14. The amount of the indemnity you are entitled to claim from any other insurance whether or not the insurer refuses the claim or fail to settle for any reason whatsoever.
 15. Benefits payable under, any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the former, in any state or territory.

27. LOCATION AND FORWARDING OF BAGGAGE AND PERSONAL EFFECTS

The Assistance Company will furnish the Beneficiary with advice on reporting the robbery or loss of his/her baggage and personal possessions, and will collaborate in arrangements for locating them.

In the event that the aforesaid possessions should be recovered, the Assistance Company will take charge of forwarding them to the place of the trip planned by the Beneficiary or to his/her usual Country of residence.
In this event the Beneficiary is under an obligation to return the compensation received for the loss in accordance with this policy.

GENERAL CONDITIONS FOR APPLICATION

28. OBLIGATIONS OF THE BENEFICIARY

As soon as a covered event occurs, the Beneficiary or any other person acting on their behalf must immediately contact the Assistance Company alarm center in order to obtain a file number and which will allow the Assistance Company to act as soon as possible.

by telephone on the dedicated line number to the Insurer:

- from abroad: +33 1 55 92 13 37
- from France 01 55 92 13 37

by fax:

- from abroad: + 33 1 70 95 94 79
- from France 01 70 95 94 79

by email: servicemedical.ame@axa-assistance.ma

by quoting the following assistance agreement number: 0803338 as well as their policy number.

29. IMPLEMENTATION OF COVERAGES

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

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.

30. 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*.

EXCLUSIONS

31. 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, 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 new born 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 screenings;

GENERAL PROVISIONS

32. 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.

33. 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

34. 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.

35. APPLICABLE LAW AND JURISDICTION

The General Conditions are governed by Lebanese law.

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.

36. DATA PROTECTION

Telephone calls between Beneficiaries and the Assistance Company may be recorded for quality control purposes.

The Assistance Company respects the confidentiality of the Beneficiaries' personal data.