
The Period of Insurance:

For **Journeys** commencing during the **12** (twelve) calendar **months** from **1st February 2023** to **31st January 2024** both days at **00:01 Hours Cyprus Time** and for such further period or periods as may be mutually agreed upon.

DEFINITION OF THE INSURED PERSON:

- Any **Journey** made by the Insured Person **must** begin and **must** end at the normal **Country of Domicile** of the cardholder.
- Any person (also referred to as the cardholder herein) holding a **Card** as issued by the Insured, whose complete round **Journey must** be pre-paid, either in full or more than **50%** (fifty per cent) if pre-paid in part, before the **Journey** commences by means of **The Card**. The required cost of assigned (or reserved) ticketing to travel **abroad** on a **Journey** by the cardholder and the cardholder's **Immediate Family** travelling with the cardholder, outside their normal **Country of Domicile**, **must** be pre-paid with **The Card** and the **Journey** shall **not** exceed more than **90** (ninety) **days**.
- Cover is extended to include travel by a cardholder's spouse and/or fiancé(e) and/or **Immediate Family** travelling **without** the cardholder for a **Journey** that shall **not** exceed more than **14** (fourteen) **days** per year in **all**. Payment for the required cost of assigned (or reserved) ticketing for this travel **abroad must** be pre-paid in full, before the **Journey** commences, by means of **The Card**. Cover **excludes** children under the age of **16** (sixteen) years if travelling unaccompanied.
- In addition, cover is provided to any person holding a **Card** who has pre-paid in full, before the **Journey** commences, by means of **The Card**, the required airport tax(es) when travelling with a complementary ticket and/or pre-paid, as an advance reservation, the required cost of ticket(s) by redeeming air miles or points generated by previous use of the specified **Card(s)**.
- Any **Close Business Colleague** (or business partner or associate employed by the same company as the cardholder), client, guest or other person as nominated by the cardholder (but **only** up to a maximum of **3** (three) people), travelling with the cardholder on a business **Journey** from the **Country of Domicile** of the cardholder. The cardholder **must** have pre-paid in full, before the **Journey** commences, the required cost of assigned (or reserved) ticketing to travel **abroad** by means of **The Card** and the **Journey** shall **not** exceed more than **90** (ninety) **days**. The **Journey must** begin and **must** end at the normal **Country of Domicile** of the cardholder.
- Cover is extended to include travel by any **Close Business Colleague**, (or business partner or associate employed by the same company as the cardholder), client, guest or other person as nominated by the cardholder (but **only** up to a maximum of **3** (three) people), travelling **without** the cardholder for a **Journey** that shall **not** exceed more than **14** (fourteen) **days** per year in **all**. Payment for the required cost of assigned (or reserved) ticketing for this travel **abroad must** be pre-paid in full, before the **Journey** commences, by means of **the Card**. The **Journey** made by the Insured Person **must** begin and **must** end at the normal **Country of Domicile** of the cardholder.
- The Insurers shall **only** be liable for any one loss sustained by any one Insured Person as a result of any one claim irrespective of whether there are multiple **cards** in force.

IMPORTANT INFORMATION and SPECIAL TERMS and CONDITIONS:

1. This Policy of Insurance contains certain Terms, Conditions and Exclusions in each Section and in the Conditions, General Exclusions and Exclusions applying to **all Sections**. Failure to comply with these Terms and Conditions means that the Insurers **will not** accept any claim that the Insured Person makes, as the Insurers will **only** pay claims that are completely substantiated in the manner requested.
2. Many claims for loss, damage or theft are caused by travellers **not** being careful enough with their belongings. If the Insured Person **does not** take good care of their property, the Insurers or their appointed Claims Handler) may totally or partially reject any claim subsequently made.
3. Certain Terms and Conditions below relate to the Insured Person(s) health or the health of other persons who **might not** be travelling with the Insured Person but whose well being the Insured Person(s) **Journey** may depend on. In such circumstances, the Insurers **will not** cover claims arising from medical problems which the Insured Person or other person(s) had or **knew about** before cover commenced.
4. Should the Insured Person take part in certain sports or activities where there is a high risk of the Insured Person sustaining bodily **Injury**, the Insured Person **may not** be covered under the Terms and Conditions of this Insurance. The Insured Person should refer to **General Exclusions clause 1(a) to 1(i) on pages 11 and 12** which is applicable to **all Sections**.

IMPORTANT GENERAL CONDITIONS:

The Insured Person(s) attention is drawn to the following:

- a) This Insurance **is not** a Private Medical Insurance and **does not** cover claims arising from health problems that the Insured Person was aware of before commencing a **Journey abroad**. If the Insured Person needs sudden and unexpected **medical treatment abroad**, **GenAssist must** be informed **immediately** or they **may not** pay for any **Curtailment**, hospitalisation or medical expenses. If the Insured Person needs any sudden or unexpected medical treatment, the Insured Person **must** allow **GenAssist** or their representatives to examine and inspect **all** the Insured Person(s) medical records and information, otherwise any treatment, costs or expenses or medication of any kind incurred outside of the Insured Person(s) **Country of Domicile will not** be covered.

- b) Checked-in (*hold*) **Baggage** claims **will not** be considered **unless** supported by a **Property Irregularity Report (PIR)**, which **must** be obtained should the airline or other **Common Carrier** or their baggage-handling agent lose, damage, delay or misdirect **Baggage** belonging to the Insured Person on a **Journey abroad** (**unless** stated as otherwise in the Schedules of Compensation). The Insured Person **must** also record full details of the incident in writing to the airline, shipping line or other **Common Carrier** or their baggage-handling agent which states the date of loss, theft, damage, delay or misdirection of the **Baggage** whilst in their care, custody or control. Airline or other **Baggage** tags **must** be kept. Should the **Baggage** be recovered, the airline, shipping line, **Common Carrier** or their baggage-handling agent **must** confirm in writing the date and exact time of delivery to the Insured Person.
- c) The airline, **Common Carrier** or their baggage-handling agent **must** also confirm in writing whether or **not** the Insured Person has received any financial compensation, or discount vouchers, or complimentary air miles from them, due to **Baggage** loss, damage, delay or misdirection.
- d) **NOTICE OF BAGGAGE LIABILITY LIMITATIONS** (as is printed inside all 'passenger ticket and **Baggage** Check' coupons for travel by air and is accepted by a passenger: "...Liability for loss, delay or damage to **baggage** is limited unless a higher value is declared in advance and additional charges are paid. For many international **journeys**, the **Warsaw Convention** may apply with liability limits of approximately **US \$9.07** per pound (**US \$20.00 per kilo**) for checked **baggage** and **US \$400.00** per passenger for unchecked **baggage**. In some cases, where the **Montreal Convention** applies to your **journey**, the applicable liability limit is approximately **US \$1,375.00** for checked and unchecked **baggage**. Some carriers assume **no** liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier" **or** as per their **Conditions of Carriage**).
- e) **Valuables**, money and important documents **are not** covered if packed in **Baggage** that the Insured Person checks-in at the airport, or other departure zones. These **must** be kept with the Insured Person at **all** times during their **Journey** as hand-luggage. Under **no** circumstances should **Valuables**, personal effects, mobile telephone(s) or other personal belongings ever be left **Unattended**, or with persons **not** known to the Insured Person, particularly at an airport, seaport, railway station or in a hotel or in a ship's cabin or in vehicles or any public place.
- f) If the Insured Person is taking particularly valuable items on their **Journey**, these **must** be insured under a separate insurance policy arranged in the Insured Person(s) **Country of Domicile**, as this Insurance **cannot** guarantee that such items will be covered for their full replacement value if lost, stolen or accidentally damaged.
- g) The Insured Person **must not** take more cash than is essential on their **Journey** and use their credit card or travellers cheques wherever possible and use secure safety deposit boxes whenever they are available. Cover for Cash is **only** in respect of Money carried **on the person** of the Insured Person.
- h) Where **Baggage** has been delayed for a significant period following disembarkation on an **outward journey only** (**unless** stated as otherwise in the Schedules of Compensation), the Insured Person is entitled to make reasonable emergency purchases of essential items of clothing or requisites, but **must** keep **all** of the original sales **receipts** for the replacement items in order to make a valid claim.

- i) Liaison with the Police and obtaining **written** Police reports, or liaison with the airline or **any** other **Common Carrier** to obtain essential documents to support a claim, is the sole responsibility of the Insured Person and **not** **GenAssist** or **cdbbank** or **Trust International Insurance**. Theft of Money, mobile telephone(s), **Valuables** or **Baggage** **must** be reported to the local Police within **24** (twenty-four) **Hours** in the country where the Insured Person is located at the precise time of loss, or discovery of loss and a **written police report** **must** be obtained. Confirmation of credit **card** and/or mobile telephone loss may also be required from the Card issuer and/or mobile telephone provider based in the Insured Person(s) **Country of Domicile**.
- j) Following the delayed departure of a reserved or booked flight, the Insured Person **must** obtain a report from the airline or other **Common Carrier** that states the duration and reason for the delay. There is **no** cover for successive or cumulative delays in arrival times.
- k) For Travel to an **E.U.** country, the Insured Person should collect a European Union reciprocal health agreement, or an **EHIC** (European Health Insurance **Card**). If the Insured Person needs urgent treatment, the **EHIC** should be presented at the time of **Hospitalisation** or clinic admission, as it may save the Insured Person from paying the **Deductible** as described in the Schedules of Compensation.
- l) If the Insured Person is **denied boarding** or if their flight is **cancelled** or **delayed** for at least **Two Hours**, the Insured Person **must** ask at the check-in counter, or the boarding gate, for the text stating their rights, particularly with regard to compensation and assistance under Regulation (EC) No. **261/2004** Article 14(1) [of the **European Commission's Air Passenger Rights**] and/or Regulation (EC) No. 889/2002 of the European Parliament and of the Council of 13th May 2002. The Insured Person **must** direct any claim for compensation to the transport operator concerned. For the **United States of America**: Airline Passenger Protection Rule (USA Bill of Rights) 29th April 2010 – contact Aviation Consumer Protection Division C-75, U.S. Department of Transportation W96-432, 1200 New Jersey Avenue, S.E. Washington, D.C. 20590, United States of America or visit <http://www.dot.gov/airconsumer>
- m) **Deductible** is the first part of each and every loss or claim for which the Insured Person is responsible for and which is **not** payable by the Insurers.
- n) **Journeys** of more than **90** (ninety) **days** are **not** covered. Unaccompanied **Immediate Family** are **only** covered for **Journeys** **not** exceeding **14** (fourteen) **days**.
- o) This Insurance **does not** cover claims arising from a **Journey** with an **open** ticket to travel with **no** admitted **Return** (Inward) date on the Passenger Ticket and **Baggage** Check coupon for travel by air, sea, road or train and any insured **Journey** **must** begin and **must** end at the Insured Person(s) **Country of Domicile**.
- p) This Insurance **does not** cover any expenses that the Insured Person would normally have to personally pay for during the period shown on the travel itinerary.
- q) The Insured Person **must** give to **GenAssist** all information they ask for in support of any claim.
- r) The Insured Person **must** ensure that the tour operator, travel agent or other merchant that provides services for ticketing to travel **abroad** processes **all** the payment(s) pre-paid with the **Card** of the Insured Person to travel **abroad**, before the Insured Person(s) **Journey** commences.

DEFINITIONS

Baggage: shall mean luggage, belongings and personal possessions which the Insured Person takes in suitcase(s) or in trunk(s) on their Journey, or buys whilst away on a Journey (excluding winter sports equipment and clothing unless stated as otherwise in the Schedules of Compensation), golf equipment or any other sports equipment which are usually worn, carried or held in the course of participating in a recognised sport).

Card: The Card(s) as referred to herein shall mean a valid and/or eligible **Card** issued by the Insured, namely: Any personal PLATINUM or CLASSIC DEBIT **Card** series, **unless** as otherwise stated below.

Claims Handler or GenAssist: the Insurers have appointed **GenAssist** to administer all claims under this policy.

Close Business Colleague: shall mean any business partner or associate employed by the same company as the Insured Person, client, guest or other person as nominated by the Insured Person (but **only** up to a maximum of **3** (three) people and having the same **Country of Domicile** as the Insured Person), travelling with the Insured Person on a business **Journey** from their **Country of Domicile**. The cardholder **must** have pre-paid in full, before the **Journey** commences, the required cost of assigned (or reserved) ticketing to travel **abroad** by means of **The Card**.

Common Carrier: shall mean any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service. If during a **Journey** a cardholder sustains bodily **Injury** (including and as a result of, a **Terrorist Act**) during the **Operative Time** and where more than **50%** (fifty per cent) of the fare or hire charge has been charged to the cardholder's **Card** and independently of any other cause, such bodily **Injury** results in the death, **Permanent Total Disablement** or Dismemberment of the cardholder, the Insurers will pay to the cardholder, or such person as may be selected by the cardholder's legal personal representative(s), the sum detailed in the Schedules of Compensation in **all** for that cardholder. The cover provided commences when the cardholder enters an airport, seaport, railway or road station for the purpose of boarding a **Common Carrier** for which the cardholder's **Card** has been used in advance to purchase a ticket and ends upon disembarkation from such a **Common Carrier**.

Country of Domicile: shall mean the Republic of Cyprus (**excluding** the occupied territories) or countries where the Insured Person is a permanent resident (**excluding** the occupied territories of the Republic of Cyprus).

Curtailment shall include the abandonment of the scheduled Journey on written medical advice either by return to the Country of Domicile, or to attend a local Hospital abroad as an in-patient

Deductible:

An amount to be borne uninsured by the Insured Person in respect of each applicable Section, prior to any benefit being recoverable under this Insurance

GenAssist: is the 24 hour emergency assistance company appointed by the insurers to provide assistance to the Insured Person whilst on a Journey.

Full time employment: means working as an employee or an executive director with a full-time contract.

Hi-jack : will mean the unlawful seizure or wrongful exercise of control of the aircraft or sea vessel or conveyance or the crew thereof, in which the Insured Person is travelling as a fare-paying passenger

Hospital: means an institution which has accommodation for residential patients and facilities for diagnosing, carrying out surgery and treatment. It does not include a long-term nursing home, a geriatric or convalescence home or an extended care facility

Immediate Family: shall mean the relatives of the Insured Person (**all such Immediate Family** having the same **Country of Domicile** as the Insured Person), namely a spouse (wife or husband), fiscally dependent children **18** (eighteen) years of age and under (including legally adopted children or step-children) or children of the Insured Person up to **40** (forty) years of age (provided such children are unmarried and in full-time education); parents(s); step-parents(s); parent(s)-in-law; grandparent(s); grandchildren; brother(s); sister(s); sons-in-law; daughters-in-law; brother(s)-in-law; sister(s)-in-law and/or fiancé(e) provided that this betrothal can be evidenced by means of publication in the local press and/or media, or by the Church or local or other appropriate public authority. Spouse includes a common-law/civil partner cohabiting at the same address for a continuous period of at least one year, prior to the **Journey**.

Injury: means bodily Injury caused solely and directly through accidental, external, violent and visible means.

Journey: Subject to compliance with the Terms and Conditions for travel as a passenger in a fully licensed scheduled aircraft, sea vessel or **Common Carrier**, this Insurance shall provide benefits as specified herein, provided that the **Journey** begins and ends, and is outside of, the cardholder's and the cardholder's **Immediate Family's**, normal **Country of Domicile**, for a maximum period of up to **90** (ninety) **days**, or up to **14** (fourteen) **days** for **Immediate Family** travelling **without** the Insured Person. If the **Journey** exceeds, or was intended to exceed, a period of **90** (ninety) **days**, then the entire period of travel will **not** be covered and/or if a **Journey** by **Immediate Family** (or up to a maximum of **3** (three) **Close Business Colleagues**) travelling **without** the Insured Person exceeds, or was intended to exceed, a period of **14** (fourteen) **days**, then the entire period of (unaccompanied) travel will **not** be covered. This Insurance does **not** cover claims arising from a **one-way Journey** with **no** admitted **Return** (Inward) date on the Passenger Ticket (or permit to travel), **unless** an assigned (or reserved) **Return** (Inward) ticket to travel is pre-paid in full before the actual **Journey** commencement, by means of the **Card**. Under this Insurance, the precise duration of the **Journey** is determined by the scheduled **departure** date(s) and time(s) and scheduled **return** date(s) and time(s) on the pre-paid assigned (or reserved) **return** tickets for travel, that have been accepted by a cardholder.

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 arm or leg.

Loss of an eye: means the complete and irrecoverable loss of the sight of an Eye

Operative Time: Under **Section 1** in respect of Cancellation **only**, Insurance is effective from the date of booking or reserving, as a fare-paying passenger, for a planned **Journey** (as defined below) by means of **The Card** and terminates on commencement of the **Journey**. In respect of **all** other Sections, Insurance commences when the Insured Person(s) leave their permanent place of residence or business in their **Country of Domicile** (whichever is the later) to start their **Journey**, until the time of **return** to their permanent place of residence or business in their **Country of Domicile** (whichever is the earlier) on completion of the **Journey**

Period of Insurance: For **Journeys** commencing during the **12** (twelve) calendar **months** from **1st February 2020** to **31st January 2020** both days at **00:01 Hours Cyprus Time**. The Insurance will **only** operate in respect of departures during the un-expired period of the eligible **Card**. In the event of the eligible **Card** being either cancelled or expiring **without** being renewed prior to the expiry date specified above, **all** cover hereunder shall cease.

Permanent Total Disablement: means a disability which medical evidence confirms will entirely prevent the Insured Person from attending to any and every profession or occupation or job of any kind whatsoever and which lasts **12** (twelve) calendar months and, at the end of those **12** (twelve) calendar months is, in the opinion of the Insurers medical advisers, not going to improve during the remainder of the Insured Person(s) life.

Salvage: means the value of property at the end of its useful life. Salvage is the portion of property that the Insurers of this Insurance takes after paying the claim for any loss, or the Insurer or their authorised agent in *GenAssist* and/or their Adjusters, may deduct the Salvage value from the amount of the claim paid and leave the property with the Insured Person.

Sickness: means an illness or disease that manifests itself during the Journey and where treatment is medically necessary in order to maintain life and/or relieve immediate pain or distress

Strike or Industrial Action: shall mean any form of Industrial Action taken by workers which is carried out with the intention of preventing or restricting or otherwise interfering with the production of goods or the legal provision of services. This

Insurance does not cover failure of Common Carrier and public transport services caused by Strike, riot or civil commotion, of which any kind of warning and/or public announcement had been given prior to departure from the Insured Person(s) permanent place of residence or business to commence the Journey. Strikes or Industrial Action declared illegal by any government with the stated or unstated objective of causing travel disruption are not covered including, but not limited to, "work to rule".

Subrogation: means a process whereby an insurance entity that has paid out to an Insured Person for a loss incurred recovers the amount of the loss from the party that is legally liable

Territorial Limits: World-wide **excluding** the Insured Person(s) Country(ies) of Domicile.

Terrorist Act: shall mean any actual or threatened use of force or violence directed at or causing damage, **injury**, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or un-stated objective of pursuing economic, ethic, nationalistic, political, racial or religious interests, whether such interests are declared or **not**. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall **not** be considered **Terrorist Acts**. Terrorist Act shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism.

Unattended: means when the Insured Person is not in full view of and not in a position to prevent unauthorised interference with the Insured Person(s) property.

Valuables : means audio and video equipment including, but not limited to, CD's, DVD's, films, video and audio tapes; lap top computers and core components including, but not limited to, ancillary equipment and games and headphones; stamps, deeds, manuscripts or securities of any kind, cameras, camcorders, electrical items, electronic and sophisticated photographic, cine and recording equipment, telecommunications equipment (including GPS navigation and tracking systems), radios, mobile personal stereo equipment players and accessories, telescopes and binoculars, antiques, jewellery, watches, semi-precious stones and articles made of or containing gold, silver or other precious metals or animal skins or hides, furs, leather goods, silks, perfumes, curios and works of fine art. Valuables must be carried in the Insured Person(s) hand-luggage when travelling

War: shall mean **War**, whether declared or **not**, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

CONDITIONS APPLICABLE TO ALL SECTIONS

1. **Written** notice of accidents, proceedings or any other events which may give rise to a claim shall be given to **GenAssist** in writing and within **25** (twenty-five) **days of that incident**. All documents required in support of a claim shall be produced by the Insured Person and at the Insured Person(s) own expense. The completed claim form and **all** supporting documentary evidence and expenditure **must** be provided within **90** (ninety) **days** of the incident giving rise to a claim. **Failure to do so will result in the claim being invalidated and all benefit under this Insurance shall be denied to that Insured Person**. This time limit may be extended subject to prior approval by the **GenAssist** but **only** when it is clear that supporting claim documents and proof of loss have **not** been made available in time by a liable tour operator, travel agent, airline, **Common Carrier** or other provider of transport or accommodation.
2. The Insured Person **must** keep any damaged items for potential recovery by the Insurers of this Insurance as **Salvage**. If required to, such damaged items are to be sent at the Insured Person(s) own expense to **GenAssist** for examination and within **30** (thirty) **days** of the date of the request, otherwise the claim will be invalidated.
3. Except with the **written** consent of the Insurers or **GenAssist**, **no** person is entitled to admit liability on their behalf or to give any representations or other undertakings binding upon them. The Insurers or **GenAssist** shall be entitled to conduct **all** proceedings arising out of or in connection with claims in the name of the Insured Person and to instruct solicitors of their own choice for this purpose.
4. The due observance and fulfilment of **all** the Terms and Conditions of this Insurance by the Insured Person or anyone acting on the Insured Person(s) behalf insofar as they relate to anything to be done or complied with by the Insured Person or anyone acting on the Insured Person(s) behalf shall be a condition precedent to any liability of the Insurers to make any payment under this Insurance.
5. The Insured Person **must** exercise reasonable care to prevent:
 - (a): an accident or bodily **Injury** and the deliberate self exposure to extremes in the climate that may result in illness, pain and distress. The Insurers or **GenAssist** will **not** pay for any claims caused as a result of the Insured Person **not** acting in a responsible way.
 - (b): loss or damage, including taking **all** responsible steps to recover any lost, stolen or damaged articles. The Insured Person(s) **must** help the Police in their efforts to catch and prosecute any guilty party. The Insurers or **GenAssist** will **not** pay for any claims caused as a result of the Insured Person **not** acting in a responsible or prudent way to look after property belonging to, or in the custody of, the Insured Person. Cover **is not** provided for loss, theft or damage when the Insured Person fails to exercise due diligence, which means the performance of **all** vigilant activity, attentiveness, care and personal control that would in similar circumstances be taken by a reasonable and prudent person in order to guard and protect their property from loss, theft or damage.

6. In the event of the bodily **Injury** or death of the Insured Person, the Insurers shall have the right to have a medical examination or post-mortem at the expense of the legal representative(s) of the Insured Person as often as reasonably required, including if necessary, autopsy and dis-interment, **unless** prohibited by law.
7. If at **anytime** of any loss, damage or liability arising under this Insurance, there is any other insurance covering the same loss, damage or liability the Insurers will pay **only** in excess of such insurance or any indemnities or compensations provided by the **Common Carrier, excluding** benefits payable in respect of **Personal Accident (Section 2)**.
8. If the Insured Person(s) flight is cancelled or delayed, this Insurance shall be in excess of any compensation and/or financial assistance that the Insured Person is entitled to under applicable regulations
9. The Insurers may at their own expense take proceedings in the name of the Insured Person to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this Insurance and any amount so recovered or secured shall belong to the Insurers.
- 11a. For purposes of this Policy, this Insurance is governed by and shall be construed to be and have effect in accordance with English law, **unless** agreed otherwise in advance, it being agreed however that in the event of a dispute between the Insurers and the Insured as to the interpretation of this Insurance, such dispute may be referred to a court of competent jurisdiction in the Cyprus.
- 11b. The English interpretation of this Insurance and the words used shall prevail, should the wordings contained within this Policy of Insurance be translated into any other language other than the English language. Should this Insurance be translated into any other language (including the Greek language), the translation is made **only** for convenience and **only** the English language version is valid and binding on the Insurers of this Insurance.
12. If a claim is in any respect fraudulent or if any fraudulent means, mis-description or devices are used by the Insured Person or anyone acting on the Insured Person(s) behalf to obtain any benefit under this Insurance, the Insured Person may be prosecuted and **all** benefit under this Insurance shall be forfeited by that Insured Person.
13. Each Insured Person shall be deemed to be insured separately, **unless** otherwise stated to the contrary.
14. The Insured shall have **no** discretion as to which claims are paid, when they are paid nor the amounts paid to the Insured Person. **All** such decisions shall rest solely with the Insurers or **GenAssist**.
15. The Insurance cover granted to the Insured Person shall be voided in the event of misrepresentation, mis-description or non-disclosure of any material fact or particular, by or on behalf of, the Insured Person.
16. The Insurers will **not** be bound by an assignment either of this Insurance or of any claim under this Insurance by the Insured Person or the Insured Person(s) beneficiary(ies), nor will the Insurers be bound to accept or be affected by any notice of trust, agreement, charge, lien, or purported assignment dealing with, or relating to, this Insurance.
17. The Insured Person **must** take **all** reasonable steps to avoid or reduce any loss and the Insured Person **must** keep to **all** the Terms, Exclusions, Conditions and endorsements of this Insurance in order to avoid a claim being rejected by the Insurers or **GenAssist**. The Insured Person is responsible for and **must** provide the Insurer or **GenAssist** with **all** of the information and documents that they will need to allow them to examine and adjust the claim correctly and so pay the claim fairly and properly.
18. The Insured Person **must** help the Insurers get back any payments that the Insurers have paid, either from any other party or from any other insurer, by giving the Insurers **all** the details needed and by the filling in of any forms.
19. The Insured Person **must** pay the Insurers back, within **30 (thirty) days** of formal and/or legal request, any amounts that the Insurers have paid to the Insured Person which are **not** covered by this Insurance.
20. The Insurers shall **not** be liable for any claim for which the Insured Person fails to provide necessary, correct, original and/or official documents that are required by Insurers or **GenAssist** to support the intended claim. **All** documents **must** be submitted within **90 (ninety) days** of the incident giving rise to a claim and **must** be originals and **must not** be photocopies, computer scans or facsimile transmissions. The Insured Person **must** comply with **all** the Policy Conditions herein as the Insurers will **only** pay claims that are completely substantiated in the manner requested. A claim received **without** the required original documentation **will not** be accepted.
21. **No insurance cover is provided under this policy if the provision of cover would breach economic or trade sanction rules or regulations that apply directly or indirectly to the Insurer or its reinsurer.**

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

Notwithstanding any provision to the contrary within this Insurance, or any endorsement thereto, it is agreed that this Insurance excludes any loss or expense of whatsoever nature, (other than bodily injury as described more fully below under Section 2 (Personal Accident) on pages 16 and 17), directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, hostilities or warlike operations (whether war be declared or not);
2. Invasion;
3. Act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs;
4. Civil war;
5. Riot;
6. Rebellion;
7. Insurrection;
8. Revolution;
9. Overthrow of the legally constituted government;
10. Civil commotion assuming the proportions of, or amounting to, an uprising;
11. Military or usurped power;
12. Explosions of war weapons;
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;
14. Release of weapons of mass destruction that do not involve an explosive sequence;
15. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not;
16. Acts of piracy and/or **Terrorist Activity**.

For the purpose of this Exclusion, **Terrorist Activity** means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorist Activity** can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of **Terrorist Activity** can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).

Also **excluded** hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or **all**, of (1) to (16) above.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The Insurers shall not be liable for any loss to the Insured Person(s) resulting directly or indirectly from any one or more of the following, caused by, contributed by or occasioned by, or happening through, arising from, or in consequence of:

- 1(a) Any expense related to accident or **injury** occurring whilst the Insured Person is engaged in any hazardous activity, pastime or pursuit including, but not limited to, hunting, big-game-hunting, safari, paint-balling, roller-blading, skateboarding, caving, mountaineering or rock climbing normally requiring the use of ropes or guides, potholing or underground activity, skydiving, parachuting, paragliding, bungee-jumping, ballooning, hang-gliding, delta-plane flying, underwater activities that require the use of artificial breathing apparatus, scuba-diving, water-sports, canyon water-sport, kayaking, sailing or yachting outside coastal waters or from country to country, deep sea fishing, jet-boating, white water rafting, fencing, martial arts, rallying, racing of any kind other than on foot, and undertaking any professional or semi-professionally sponsored organized sport (including any incidents involving saddle-bearing animals);
- 1(b) **All winter sports**, unless **Cardholder(s)** are **only** skiing on a properly prepared ski-run of compacted snow (or a *piste*) and in safe recognised resort areas licensed by the appropriate national authority, but **excluding all** inexperienced and untrained persons that are unsupervised by a qualified professional ski instructor, off-*piste* skiing, helicopter skiing, jet-skiing or skiing of any other description (including skiing against the advice of a local authority), ski jumps, snow boarding, snow mobile, sledding, riding a luge, tobogganing, ice skating, ice hockey or using skeletons or bobsleighs;
- 1(c) Racing of any kind (except on foot), riding or driving in races or rallies or participation in competitions, championships or professional sports or officially organised practice or training for these events;
- 1(d) International overland **Journeys** in Asia or Africa (other than by rail);
- 1(e) Self destruction, suicide or attempted suicide, insanity, mental illness, infirmity or strain, emotional or psychological trauma, anxiety, depression or depressive illness of any type, (including fear of flying or other travel phobia), intentional self-inflicted **Injury**;
- 1(f) Expenses related to psychiatric disorders, infirmities or conditions for which treatment has previously been received;

- 1(g) The use or injection of any drugs (other than medically prescribed by a registered medical practitioner but **excluding** drug addiction), alcoholism, alcohol intoxication, inebriety, illegal narcotics, solvent or substance abuse, venereal disease or any sexually transmitted diseases;
- 1(h) Deliberate self exposure to exceptional danger or needless peril (except in an attempt to save human life), driving powered vehicles for which the Insured Person does **not** hold a full licence including, but **not** limited to, speed-trials and recreational racing;
- 1(i) Duties within the armed forces.
2. The Insurers shall **not** be liable for any claim arising from the Insured Person being in, or entering, or leaving any aircraft, aviation or aeronautics other than as a fare-paying passenger in a duly certified scheduled multi-engined passenger carrying aircraft flown in the course of licensed operation for transport of passengers by a properly licensed crew, which operates according to a published timetable.
3. Travel, riding or flight in a helicopter.
4. Acting as pilot, student pilot or cabin crew member on any aircraft or sea vessel the Insured Person having duties on or relating to an aircraft or **Common Carrier**.
5. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from (including any loss of profit from business interruption or business inconvenience);
 (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i): ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii): the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 (c) loss, destruction or damage directly caused by pressure waves resulting from any aircraft or other flying object travelling at or above the speed of sound.
 (d) loss or damage resulting from pressure in an aircraft cargo hold.
6. Incidents which may give rise to a claim **not** notified direct in writing or by Telephone to **GenAssist** within **25** (twenty-five) **days** of that incident.
7. In respect of items more specifically insured elsewhere.
8. Business interruption, business inconvenience and subsequent loss of profit of any kind.
9. Any **Injury**, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and/or any mutant derivative or variations thereof however caused.
10. Any **Journey** (as defined on **page 6**) which:
 - (a) exceeds **90** (ninety) **days** duration; or
 - (b) exceeds **14** (fourteen) **days** duration by **Immediate Family** travelling **without** the Insured Person; or
 - (d) is a **one-way Journey** using a **one-way** ticket to travel with **no** admitted **Return** (Inward) date on the Passenger Ticket (or permit to travel) and/or **Baggage** Check coupon for travel by air, sea, road or train (**unless** an assigned **return** ticket to travel is pre-paid, reserved or booked in advance before the **Journey** commences by means of the **Card**); or
 - (e) does **not** begin and does **not** end at the Insured Person(s) **Country of Domicile**.
11. Bankruptcy or liquidation or financial problems of any party on whom the **Journey** depends.
12. Any claim arising from the tour operator, travel agent, airline, **Common Carrier** or other company, firm or person becoming insolvent or being unable or unwilling to fulfil any part of their obligation, including legal costs arising from any subsequent legal proceedings and costs of expenses incurred.
13. Any claim directly or indirectly caused or contributed to by:
 - (a) a medical condition or any illness or any **Sickness** related to a medical condition about which the Insured Person **knew** or should have **known** before booking or reserving the planned **Journey**, or the date of their inclusion under this Insurance, whichever is the later; or
 - (b) the Insured Person travelling against medical advice; or
 - (c) the Insured Person travelling for the purpose of obtaining, or to receive, medical advice or treatment **abroad**, (including childbirth); or
 - (d) the Insured Person travelling or arranging to travel after receipt of a terminal diagnosis; or
 - (e) the Insured Person is expected to give birth before, or within **3** (three) months, following the date of arriving back in their **Country of Domicile**.

14. Failure to supply an official **written** Police Report where required or to obtain **written** confirmation from the airline or **Common Carrier** or their ground-handling agent of the precise number of hours delay and the reason for such delay. Confirmation of credit card loss may also be required from the **Card** Association and/or Telephony provider based in the Insured Person(s) **Country of Domicile**.
15. Where the Insured Person is contracted to work **abroad**.
16. Participation in hawking, gaming, gambling or bets or challenges and illegal acts, or well-known perilous or hazardous acts (sports or activities) that would be dangerous to human life, or property, or the conditions of an Insured Person(s) health.
17. Any claim that is attributable or is as a direct consequence of the Insured Person behaving irresponsibly.
18. If at the time of loss, damage or liability arising under this Insurance there is any other insurance covering the same loss, damage or liability, the Insurers will **only** pay their share.
19. Any claim arising from or resulting from the Insured Person being or having been engaged in any criminal activity.
20. Any claim arising from the ownership, possession, control or **use** of a mechanically propelled vehicle (except as a fare paying passenger in a fully licensed vehicle) including, but **not** limited to, rental cars and vans and the hiring, or riding, or driving of a two-wheeled motor vehicle or quad-bike over **50cc** (fifty cubic capacity) and/or where a crash-helmet is **not** worn and/or where the rider does **not** have the appropriate **full** driving licence.
21. The commission of, or the attempt to commit, any wilful, criminal, malicious, deliberate or unlawful act, or any lewd act.
22. Expenses incurred that, in the opinion of **GenAssist**, are **only** of a personal convenience to the Insured Person. Such unreasonable expenses incurred include the purchase of **surplus** clothing and toiletries, newspapers and books, meals and refreshments, telephone calls and linguistic assistance, business interruption or inconvenience resulting in loss of salary and/or income and the commission of private transport.
23. This Insurance **does not** cover any expenses that the Insured Person would normally have to personally pay for during the period shown on the travel itinerary.
24. Any claim for which the Insured Person fails to provide necessary, correct, original and/or official documents that are required by the Insurers or **GenAssist** to support the intended claim. **All** documents submitted (including purchase or sales **receipts**) **must** be originals and **must not** be photocopies, computer scans or facsimile transmissions.
25. Any claims for shipping, delivery and (port/customs) handling expenses, or installation, assembly and service charges.
26. Any claims or incidents arising from an **Outward** or **Return** (Inward) **Journey** as a fare-paying passenger from the occupied territories of the Republic of Cyprus.
27. The Insurers will **not** be responsible for any claim which is **not** confirmed and proven by the relevant aviation, rail or port Authority (or any similar body) and a report obtained.
28. Failure of a tour operator, travel agent or other merchant that provides services for ticketing to travel **abroad**, to process **all** the payment(s) pre-paid with **The Card** of the Insured Person to travel **abroad**, before the commencement of the Insured Person(s) **Journey**.
29. Arising directly or indirectly from withdrawal from service, temporary or otherwise, of an aircraft, **Common Carrier** or sea vessel, or coach or train under order from the Civil Aviation Authority (or a port, road or rail authority), or of any similar regulatory authority in any country.
30. Arising directly or indirectly from **all** losses arising out of the closure of airspace (temporary or otherwise) under order from the Civil Aviation Authority, or of any similar executive authority in any country (including national Air Traffic Control).
31. Any incident or event that was **known about** before the Insured Person pre-paid, reserved or commenced their planned **Journey abroad**, or as evidenced by publication in the international press and/or any media announcements.
32. Any amount of financial compensation including, but **not** limited to, discount vouchers, complimentary air miles or airline points:
 - (a) compensated to the Insured Person by an airline, shipping line, **Common Carrier**, tour operator, hotel or other provider of transport or accommodation services, will be deducted from the total amount claimed by an Insured Person. Compensation by virtue of discount vouchers, complimentary air miles, airline points or any other non-monetary amount will be calculated at nominal scale conditions; or
 - (b) offered to the Insured Person by an airline, shipping line, **Common Carrier**, tour operator, hotel or other provider of transport or accommodation services or any other liable third party, that has been rejected, dismissed or refused by the Insured Person.
33. Ownership, possession or use of firearms or weapons.
34. Any claim arising from loss or theft from the place of accommodation of the Insured Person, **unless** in a securely locked room including, but **not** limited to, a hotel room and where there is evidence of forced or violent entry, which is confirmed by a **written** Police Report.
35. Any claim resulting from the Insured Person(s) inability to travel due to the failure to hold, obtain or produce a valid passport or any required visa in time for the assigned (or reserved) ticketing to travel on a **Journey abroad**.

SECTION 1: CANCELLATION and CURTAILMENT

IMPORTANT NOTICE:

If the Insured Person abandons a Journey on written medical advice or returns to their Country of Domicile on written medical advice, or is ill, injured or admitted into a local Hospital or a local clinic as an in-patient, or a Hospital or a clinic whilst on an Insured Journey as an in-patient and is likely to be in Hospital for more than 12 (twelve) Hours, someone **must** contact *GenAssist* on behalf of the Insured Person **immediately** in order that *GenAssist* can confirm the Conditions of cover. If this is **not** done, it could mean that the Insurers may **not** provide any cover, or the amount of benefit paid for Cancellation or Curtailment will be reduced or denied. The Insurers or *GenAssist* reserve the right to relocate the Insured Person from one Hospital to another. Insurers also reserve the right to limit payment to what the *GenAssist* Medical officer deems to be reasonable.

To pay up to the amount stated in the Schedules of Compensation in **all** for the Insured Person in respect of reimbursement for the benefit of the Insured Person **only**, of deposits paid and forfeited and further non-returnable payments due under the terms of the travel booking conditions if the **Journey** is necessarily and unavoidably cancelled which means that the Insured Person does **not** travel on their **Journey** and/or if the **Journey** is necessarily and unavoidably curtailed due to:

- 1) The death, serious **Injury** or serious illness of:
 - (a) The Insured Person(s), or
 - (b) The person with whom the Insured Person is travelling or had arranged to travel, such person having the same **Country of Domicile** as the Insured Person, or
 - (c) The spouse, common-law/civil partner, parent, step-parent, parent-in-law, grandparent, child, step-child, grandchild, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, fiancé(e) or **Close Business Colleague** of the Insured Person, such person having the same **Country of Domicile** as the Insured Person.
- 2) Jury service, attendance under a subpoena as a witness in a court of law or the compulsory quarantine restriction of the Insured Person or of the person with whom the Insured Person is travelling or had arranged to travel.

THE LIMITS:

The indemnity under this Section is limited to the following:

- (A) Up to the amount stated in the Schedules of Compensation for the Insured Person.
- (B) Notwithstanding the above the amount payable is further limited in respect of Cancellation claims to the scale of cancellation charges as defined in the travel booking conditions of the provider of transport or accommodation.
- (C) In respect of **Curtailment** claims the amount is limited as in (A) above but is further limited to the proportionate amount of the total pre-paid cost for each day of the **Journey** foregone.

DEDUCTIBLE:

This Section is subject to the **Deductible** amount stated in the Schedules of Compensation of each and every loss or claim for the Insured Person.

DEDUCTIBLE PROVISION:

In respect of **all** person(s) aged over **70** (seventy) years old, the **Deductible** is increased from the amount stated in the Schedules of Compensation to **€500.00**.

SECTION 1 CONDITIONS:

1. Where the absence from work or permanent place of Employment of a **Close Business Colleague** of the Insured Person necessitates the Cancellation of a **Journey**, this **must** be certified by a senior director of such company.
2. Claims **cannot** be made simultaneously under this Section and under **Section 6** for the same incident or event.
3. **Cancellation** claims will **only** be considered in respect of an **Outward Journey** (where the Insured Person has **not** yet commenced their **Journey**).
4. **Curtailment** claims will **only** be considered in respect of a **Return** (Inward) **Journey** (when the Insured Person has already travelled **abroad**).
5. If the Insured Person is **denied boarding** or if their flight is **cancelled** or **delayed** for at least **Two Hours**, the Insured Person **must** ask at the check-in counter, or the boarding gate, for the text stating their rights, particularly with regard to compensation and assistance (under Regulation (EC) No. **261/2004** Article 14.1).
6. **No** cover is afforded under this Section in respect of **all** Person(s) who have attained the age of **80** (eighty) years.

SPECIAL CLAIM CONDITIONS APPLICABLE to SECTION 1:

- (A) If the **Journey** has been pre-paid, reserved or booked in advance using air miles and a claim for Cancellation of a **Journey** is subsequently accepted by **GenAssist**, the Insurer(s) will accept to reimburse the Insured Person for the cost of replacement ticket(s) to the same (or a similar) destination, **provided** that the ticket(s) are purchased within a maximum period of **12** (twelve) calendar **months** from the original date of the reserved or booked and planned **Journey**.
- (B) Where Cancellation or **Curtailement** of a **Journey** is due to death, serious **Injury** or serious illness of any person **not** travelling with the Insured Person on the **Journey**, then all terms, exceptions and conditions, including **all** Deductible restrictions, will be applied in relation to the age of that person.

EXCLUSIONS APPLICABLE to SECTION 1:

Arising directly or indirectly from or due:

1. (a) To Government regulations (other than in respect of compulsory quarantine) or currency restriction or act;
- (b) To omission or default of a provider of transport or accommodation or of an agent through whom the travel arrangements were made;
- (c) To disinclination to travel or financial circumstances of any Insured Person;
- (d) To failure to notify the travel agent, tour operator or provider of transport or accommodation **immediately** it is found necessary to cancel or curtail the travel arrangements;
- (e) To Cancellation of scheduled **Common Carrier** and public transport services which results in the delay, or the re-scheduling of, the commencement of the **Journey**;
- (f) To surcharges, levied by the travel agent and/or tour operator increasing basic brochure prices.
2. For expenses payable by the travel agent, tour operator, provider of transport, hotel, shipping line or airline.
3. For the cost of the Insured Person(s) original **Return** (Inward) **Journey** if the Insured Person needs to cut short their **Journey**.
4. If the Insured Person(s) have to cut short their **Journey** and **do not** return to the **Country of Domicile**.
5. Claims for cancelling or curtailing the **Journey** due to any medical condition or set of circumstances about which the Insured Person **knew** or should have **known** at the date of booking, reserving or commencing the **Journey** or their inclusion under this Insurance, whichever is the later, where such condition or circumstances could have reasonably have been expected to give rise to Cancellation or **Curtailement** of the **Journey**, excepting **known** medical conditions that have **not** reoccurred again within the last ten years of the original diagnosis and for which the Insured Person is **only** taking one type of prescribed medication for that **known** medical condition.
6. Claims arising from or contributed to or aggravated by any chronic or Pre-Existing condition including, but **not** limited to, allergies, epilepsy, diabetes or the development of a congenital illness.
7. Any cardiovascular or circulatory condition including, but **not** limited to, a heart condition, hypertension, blood clots, raised cholesterol, stroke or aneurysm that has occurred at **anytime** prior to the commencement of cover under this Insurance and/or prior to any **Journey**.
8. **All** the Exclusions herein apply to the Insured Person(s) spouse, common-law/civil partner, parent, step-parent, parent-in-law, grandparent, child, step-child, grandchild, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, fiancé(e) or **Close Business Colleague** or any person who the Insured Person would be travelling with on the **Journey** (such person having the same **Country of Domicile** as the Insured Person).
9. Any costs or expenses of any kind:
 - (a) **not** verified by a certified or registered medical practitioner's report or competent medical authority in respect of medical conditions;
 - (b) administered by a member of the medical profession who is a relative, employer or employee of the Insured Person;
 - (c) where the Insured Person **has not** taken recommended inoculations prior to the **Journey**;
 - (d) which in the opinion of **GenAssist** considered to be investigative, including routine physical examinations;
 - (e) incurred in respect of amounts paid after the date of the onset of any incident and/or the diagnosis of any illness or condition resulting in or contributing to the Cancellation and/or **Curtailement** of the **Journey**.
10. Cases of minor **Sickness** or illness or bodily **Injury**, which in the opinion of **GenAssist**, **does not** prevent the Insured Person from commencing or continuing their **Journey**.
11. Consequential expenses following the death or illness of any pet or animal.
12. Any claim resulting from the Insured Person(s) inability to travel due to the failure to hold, obtain or produce a valid passport or any required visa in time for the assigned (or reserved) ticketing to travel on a **Journey abroad**.
13. Any charges that relate to airport taxes or air passenger duty.
14. The first amount of each and every claim shown in the Schedules of Compensation as **Deductible**

SECTION 2 PERSONAL ACCIDENT

In the event of accidental bodily **Injury** being sustained by the Insured Person during the Period of Insurance, benefit will be paid up to the amount stated in the Schedules of Compensation 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

PROVISIONS:

- 1(a). In respect of children aged under **16** (sixteen) years at the time of accidental bodily **Injury** the benefit under (A) above will be limited to the amount stated in the Schedules of Compensation.
- 1(b). In respect of all person(s) aged between **70** and **74** years, the benefits under (A) and (B) above are limited to **50%** (fifty per cent) of the amounts stated in the Schedules of Compensation.
- 1(c). In respect of all person(s) aged between **75** and **79** years, the benefits under (A) and (B) above are limited to **25%** (twenty-five per cent) of the amounts stated in the Schedules of Compensation.
- 1(d). **No** cover is afforded under this Section in respect of **all** Person(s) who have attained the age of **80** (eighty) years.
- 2. **No** benefits will be payable:
 - (i): under (A) or (B) **unless** such death or loss occurs within **12** (twelve) calendar **months** of the date of accidental bodily **Injury**;
 - (ii): under (C) except on proof to the Insurers, or **GenAssist**, that the Disablement has continued for **12** (twelve) calendar **months** from the date of **Injury** and in **all** probability will continue for the remainder of the Insured Person(s) life.
- 3. The maximum amount of **all** benefits payable for one or more injuries sustained by an Insured Person during the **Journey shall not** exceed the amount stated in the Schedules of Compensation.
- 4. The benefit under (C) or for **Permanent Total Disablement** as defined below, is limited to Insured Person(s) aged up to **65** (sixty-five) years and who are in **Full Time Employment only**.

SECTION 2 CONDITIONS:

- 1. In the event of an accident involving more than one Insured Person in the same aircraft, **Common Carrier** or sea vessel, or coach or train, the Insurers liability is **UNLIMITED**, irrespective of the number of travel agencies or tour operators or providers of transport involved in the original travel booking.
- 2. If a notice of a claim is provided for an Insured Person, then the Insurance provided will terminate for that Insured Person.
- 3. The Insurers or **GenAssist**, at the expense of the Insured Person(s) executor(s); administrator(s); dependant(s); beneficiary(ies) or legal heir(s), shall have the right and opportunity to examine the body of the Insured Person whose **injury** is the basis of a claim.
- 4. **Disappearance:**

If the Insured Person disappears and whose body is **not** found within one year after Disappearance, should sufficient evidence be produced to the Insurers that leads to the conclusion that the Insured Person sustained death by accidental bodily **Injury**, the Insurers will pay up to the amount stated in the Schedules of Compensation. Legal presumption, or declaration, of death in case of such Disappearance shall **not** constitute sufficient grounds for any payment to be made by the Insurers, **unless** such Disappearance results from the known and recorded multiple loss of life whilst riding as a fare-paying passenger in a fully licensed and scheduled passenger carrying aircraft or certified **Common Carrier**, which suffered forced landing, stranding, sinking or wrecking and whose licensed operator keeps a formal verifiable record of **all** such passengers as and when they boarded. Payment is **subject** always to the proviso that the Insured Person(s) executor(s); administrator(s); dependant(s); beneficiary(ies) or legal heirs shall sign an undertaking to refund such sum to the Insurers if the Insured Person is subsequently found to be alive.

EXTENSION under Section 2 (Personal Accident) ONLY:

War, Terrorism, Limited Malicious Acts and Mass Destruction Clause: Notwithstanding any provision to the contrary within this Insurance, or any endorsement thereto, it is agreed that this Insurance is limited to any bodily Injury directly or indirectly caused by, resulting from, or in connection with any of the following:

1. **War**; hostilities or warlike operations (whether **war** be declared or not);
2. Invasion;
3. Act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs;
4. Civil war;
5. Riot;
6. Rebellion;
7. Insurrection;
8. Revolution;
9. Overthrow of the legally constituted government;
10. Civil commotion assuming the proportions of, or amounting to, an uprising;
11. Military or usurped power;
12. Explosions of **war** weapons;
13. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether **war** be declared with that state or not;
14. Acts of piracy and/or **Terrorist Activity**.

Always provided that the Insured Person(s) are not actively participating in any, or **all**, of (1) to (14) above and subject to the Terms and Conditions of the **Limited War Exclusion Clause** (NMA 2582B).

For the purpose of this **Extension**, **Terrorist Activity** means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or put the public, or any section of the public, in fear. **Terrorist Activity** can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of **Terrorist Activity** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

EXCLUSIONS APPLICABLE to SECTION 2 (and all other Sections hereon):

1. Notwithstanding any provision to the contrary within this Insurance, or any endorsement thereto, it is agreed that this Insurance shall **exclude** any bodily **Injury** directly or indirectly caused by, resulting from, or in connection with any of the following:
 - (a): Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;
 - (b): Release of weapons of mass destruction that **do not** involve an explosive sequence.

For the purpose of this Exclusion:

- (i): Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating Disablement or death amongst people or animals.
 - (ii): Utilisation of Chemical weapons of mass destruction means emission, discharge, dispersal, release or escape of any solid, liquid, or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating Disablement or death amongst people or animals.
 - (iii): Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) including, but not limited to, genetically modified organisms and chemically synthesised toxins, which are capable of causing incapacitating Disablement or death amongst people or animals.
2. Also **excluded** hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, or contributed to, or caused by, or resulting from, or in conjunction with any action taken in controlling, or preventing, or suppressing any, or **all** of **Exclusion 1** above.

SECTION 3(a): MEDICAL EXPENSES and OTHER EXPENSES

IMPORTANT NOTICE:

If the Insured Person is ill, injured or admitted into a Hospital or a clinic abroad whilst on an Insured Journey as an in-patient and is likely to be in Hospital for more than 12 (twelve) Hours, someone must contact **GenAssist** on behalf of the Insured Person immediately in order that **GenAssist** can confirm the Conditions of cover. If this is not done, it could mean that the Insurers may not provide any cover, or the amount of benefit paid for Medical Expenses will be reduced or denied. The Insurers or **GenAssist** reserve the right to relocate the Insured Person from one hospital to another. Insurers also reserve the right to limit payment to what the **GenAssist** Medical officer deems to be reasonable.

To pay up to the amount stated in the Schedules of Compensation each injured or sick Insured Person in respect of:

1. Emergency medical, surgical and **Hospital** treatment (including emergency dental treatment up to **€250.00** for immediate relief of pain to natural teeth **only**), additional reasonable accommodation and repatriation expenses necessarily incurred and payable within **12** (twelve) calendar **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 **Journey**, such expenses having been specifically agreed by the Insurers or **GenAssist**.
2. The necessary and reasonable travel and hotel or accommodation expenses of a relative or friend of the Insured Person, or registered nurse, who shall either respectively upon compassionate grounds or either respectfully upon medical advice, accompany the Insured Person because of the severe functional disability of the Insured Person, such expenses having been agreed in advance by the Insurers or **GenAssist**.
3. Additional reasonable repatriation expenses necessarily incurred by the Insured Person consequent upon the death, sudden serious illness or serious **Injury** of the Insured Person(s) spouse, common-law/civil partner, parent, step-parent, parent-in-law, grandparent, child, step-child, grandchild, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, fiancé(e) or **Close Business Colleague** resident in the Insured Person(s) **Country of Domicile**, such expenses having been agreed in advance by the Insurers or **GenAssist**.
4. Transfer of the Insured Person(s) body or ashes in the event of death by accidental means or death by natural causes (**not** arising, contributed or aggravated by, any chronic or Pre-Existing condition or allergy) to the **Country of Domicile** when travelling **abroad** (**excluding** funeral and interment costs), such costs having been agreed by the Insurers or **GenAssist** or alternatively to pay up to **€2,500.00** towards the cost of burial or cremation expenses if incurred **abroad**.
5. For a relative or friend to travel from the Insured Person(s) **Country of Domicile** to stay with and travel home with the Insured Person if this is medically necessary and authorised in advance by the Insurers or **GenAssist**.
6. The reasonable cost of returning children of the Insured Person to the **Country of Domicile** unaccompanied when travelling **abroad** following the **Injury** or **Sickness** of the Insured Person and subject to prior agreement by the Insurers or **GenAssist**.
7. **Emergency Evacuation and Repatriation Services:**
 - 7.1 In the event that an Insured Person suffers an illness, accident or serious bodily **Injury** whilst on a **Journey abroad** and is in a serious medical condition, then the Insurers or **GenAssist** shall on medical grounds arrange for the transportation of moving the Insured Person to the nearest **Hospital** where appropriate medical care is available to avoid death or serious impairment to the Insured Person(s) health. Alternatively and in their opinion, the Insurers or **GenAssist** will arrange for the **return** of the Insured Person to their **Country of Domicile** together, if necessary, with a medical escort.
 - 7.2 The Insurers or **GenAssist** retain the absolute right to decide whether the Insured Person(s) medical condition is sufficiently serious to warrant an Emergency Evacuation. The Insurers or **GenAssist** further reserve the right to decide the place to which the Insured Person shall be evacuated to and the means or method by which such Evacuation will be carried out, having taken into account **all** the assessed facts and circumstances of which **GenAssist** are made aware of at the relevant time.
 - 7.3 The Insurers or **GenAssist** also reserve the right to decide the means or method by which such Repatriation will be carried out having taken into account **all** the assessed facts and circumstances of which **GenAssist** are made aware of at the relevant time. Repatriation **must** be effected in the most economical manner and the Insurers will **only** reimburse normal and legitimate costs.
 - 7.4 In the event of an emergency where, either the Insured Person **cannot** be adequately assessed for possible Evacuation, or **cannot** be moved and local medical treatment is unavailable, **GenAssist** will, at the Insured Person(s) expense, send an appropriate medical practitioner to the Insured Person.
 - 7.5 **GenAssist** will arrange to have delivered to the Insured Person essential medicine, drugs, medical supplies or medical equipment that are necessary for an Insured Person(s) care and/or treatment, but which **are not** available at the Insured Person(s) location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. **GenAssist** will **not** pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.

DEDUCTIBLE:

This Section is subject to the **Deductible** amount stated in the Schedules of Compensation of each and every loss or claim for the Insured Person.

DEDUCTIBLE PROVISION:

In respect of **all** person(s) aged over **70** (seventy) years old, the **Deductible** is increased from the amount stated in the Schedules of Compensation to **€500.00**.

SECTION 3(a) CONDITION:

Medical Expenses incurred in the United Kingdom are limited to National Health Service (NHS) and NHS Trust **Hospital** charges **only** and limited to **€5,000.00**.

SECTION 3(b): DAILY HOSPITAL BENEFIT

In the event that the Insured Person is admitted to a Hospital abroad, as an in-patient due to accidental bodily Injury or Sickness of the Insured Person sustained during the Journey, the Insurers will pay to the Insured Person a benefit of the amount stated in the Schedules of Compensation each complete day that the Insured Person is hospitalised up to the maximum amount stated in the Schedules of Compensation. The Insurers or *GenAssist* reserve the right to relocate the Insured Person from one hospital to another.

CONDITIONS APPLICABLE TO SECTIONS 3(a) and 3(b):

1. If eligible to do so, for travel to a **European Union Country**, the Insured Person should collect a European Commission reciprocal health agreement form **EHIC**, or European Health Insurance **Card** (formerly the **E111**). If the Insured Person needs treatment, the Insured Person should present this **at the time of treatment** as it may save the Insured Person from paying the Policy **Deductible** from any claim under **Section 3** (as stated in the Schedules of Compensation). The Insured Person **must** notify the Insurers, or **GenAssist**, if the Insured Person has been refunded the cost of any Medical or Other Expenses claim under the terms of the **EHIC** forms.
2. If eligible to do so, for travel in **Australia**, if the Insured Person becomes ill or has to go into **Hospital**, the Insured Person **must** register for treatment under the national **Medicare** scheme of this country and **must** notify **GenAssist**, once the Insured Person is admitted as an in-patient. If the Insured Person **does not** do this, it could mean that the Insurers **will not** provide cover.
If there is any doubt as to how to collect an **EHIC** form or to register for the **Medicare** scheme, the Insured Person should contact **GenAssist** who will be able to help.
3. **No** cover is afforded under this Section in respect of **all** Person(s) who have attained the age of **80** (eighty) years.

PRE-EXISTING EXCLUSION - APPLICABLE TO SECTIONS 1; 3(a) and 3(b):

Pre-Existing means any illness, disease, **Sickness**, defect, physical infirmity or condition, including sequelae (morbid symptom or condition) or complications thereof that in the opinion of a registered medical practitioner appointed by **GenAssist** can reasonably be related thereto, for which the Insured Person is receiving or has received medical treatment, advice or investigation prior to the **Journey**.

The Insurers shall **not** be liable for claims arising from any Pre-Existing Condition for which the Insured Person, or a member of the Insured Person(s) **Immediate Family** or household, or anyone employed by the Insured Person, or any **Close Business Colleague**, travelling companion, or any other relative and/or person with whom the Insured Person had intended to travel with, or stay with, whilst on a **Journey abroad**:

1. has received in-patient treatment during the **6 (six) months immediately** prior to commencement of the **Journey** or the date of inclusion hereunder, whichever shall first occur; or
2. is taking prescribed medication for which they have consulted a doctor or specialist within the past **6 (six) months, unless** the condition for which they are taking it and their dosage levels are normally stable and well controlled, or
3. is receiving or is on a Hospital, clinic or nursing home waiting list for in-patient investigation or treatment, or
4. has been given a terminal prognosis.

EXCLUSIONS APPLICABLE to SECTIONS 3(a) and 3(b):

1. Arising directly or indirectly from charges levied for services received in the Insured Person(s) **Country of Domicile** or Cyprus, or any treatment or medication which can be reasonably delayed until the Insured Person(s) **return** to their **Country of Domicile** or which at the time of departure is known to be required or continued during the **Journey**.
2. Arising directly or indirectly from any form of elective or emergency cosmetic surgery and/or treatment following accidental bodily **Injury**.
3. Any expenses incurred and payable more than **12** (twelve) calendar **months** after the date of incident giving rise to a claim or the first manifestation of a **Sickness** or an illness.
4. Charges for private or single room accommodation, **unless** it is medically necessary and approved by the Insurers or **GenAssist**.
5. Expenses incurred for in-patient treatment **not** specifically or prior authorised by the Insurers or **GenAssist**.
6. Repatriation expenses **not** specifically or prior authorised by the Insurers or **GenAssist**.
7. Costs incurred after the Insured Person is medically fit to be repatriated after **Sickness**, illness and/or an accident **abroad**.
8. Any treatment, costs or expenses or medication of any kind once the Insured Person(s) have returned from their **Journey** to their **Country of Domicile** or Cyprus. There is **no** cover for Medical Expenses and Hospitalisation claims incurred in Cyprus, the **Country of Domicile** or principal country of residence of the Insured Person.
9. Any claim arising from an incident which relates directly to a medical condition or any illness or any **Sickness** related to a medical condition or set of circumstances about which the Insured Person **knew** or should have **known** at the date of booking or reserving the **Journey** or their inclusion under this Insurance, whichever is the later, excepting **known** medical conditions that have **not** reoccurred again within the last ten years of the original diagnosis and for which the Insured Person is **only** taking one type of prescribed medication for that **known** medical condition.
10. Claims arising from or contributed to or aggravated by any chronic or Pre-Existing condition including, but **not** limited to, allergies, epilepsy, diabetes or the development of a congenital illness.
11. Optical expenses, **unless** incurred as a result of an emergency.
12. Any cardiovascular or circulatory condition including, but **not** limited to, a heart condition, hypertension, blood clots, raised cholesterol, stroke or aneurysm that has occurred at **anytime** prior to the commencement of cover under this Insurance and/or prior to any **Journey**.
13. **All** the Exclusions herein apply to the Insured Person(s) spouse, common-law/civil partner, parent, step-parent, parent-in-law, grandparent, child, step-child, grandchild, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, fiancé(e) or **Close Business Colleague** or any person who the Insured Person would be travelling with on the **Journey**, (such person having the same **Country of Domicile** as the Insured Person).
14. Any treatment, costs or expenses or medication of any kind:
 - (a) **not** verified by a certified or registered medical practitioner's report or competent medical authority;
 - (b) administered by a member of the medical profession who is a relative, employer or employee of the Insured Person;
 - (c) where the Insured Person **has not** taken recommended inoculations prior to the **Journey**;
 - (d) which in the opinion of **GenAssist**, are considered to be investigative, including routine physical examinations.
15. Cases of minor **Sickness** or illness or bodily **Injury**, which in the opinion of **GenAssist** **does not** prevent the Insured Person from commencing or continuing their **Journey**.
16. The first amount of each and every claim shown in the Schedules of Compensation as **Deductible**.
17. **See also General Exclusions applicable to all Sections on pages 10; 11 and 12 above.**

SECTION 4(a): LOSS or DAMAGE to BAGGAGE and PERSONAL EFFECTS

After deducting an amount for Wear and Tear, age and/or condition and loss of value, to pay up to the total amounts stated in the Schedules of Compensation to indemnify the Insured Person for the intrinsic value or cost of repairs, whichever is the lesser, of **Baggage** and/or Personal Effects which are accidentally lost, stolen or damaged, such property owned by, or having been taken on, or purchased on the **Journey** by the Insured Person. Limited to the amount stated in the Schedules of Compensation in respect of **any one item, pair or set**. In respect of **Valuables**, the Insurers liability is limited to a maximum of the amount stated in the Schedules of Compensation **in all**.

The Insurers will also pay up to the amount stated in the Schedules of Compensation for the costs incurred in the obtaining of replacement, lost, stolen or damaged Cellular or Mobile Telephone(s), which were lost, stolen or damaged during an Insured Person(s) **Journey**. It is **warranted** that Cellular or Mobile Telephone(s) **must not** be packed in **Baggage** that the Insured Person checks-in at any airport or other departure zone and **must** be kept with the Insured Person **at all times** during the **Journey** and **must never** be left **Unattended** by the Insured Person.

SECTION 4(a) CONDITIONS:

1. In the event of loss or damage to an article forming part of a pair or set, the Insurers will indemnify the Insured Person for the value of the lost, stolen or damaged item and **not** for the value of the pair or set of which the item forms part, after deducting an amount for Wear and Tear, age and/or condition and loss of value.
2. Claims **will not** be considered **unless** substantiated by an original sales **receipt** or an original valuation for any item, pair or set exceeding the **Proof of Value or Original Receipt Limit** as stated in the Schedules of Compensation. In respect of **Valuables**, claims **will not** be considered **unless** an original sales **receipt** or an original valuation or acceptable evidence of ownership is provided.
3. Claims for any lost, stolen or damaged Cellular or Mobile Telephones **will not** be considered **unless** substantiated by an original sales **receipt** or an original valuation and/or **unless** an acceptable evidence of ownership is provided. Valid or eligible claims payments **cannot** exceed the Cellular or Mobile Telephone(s) Limit as stated in the Schedules of Compensation.
4. Should the Insured Person purchase particularly valuable items, whilst on a **Journey**, that exceed the jewellery and **Valuables** limit as stated in the Schedules of Compensation, such item(s) should be insured under a separately arranged insurance policy, because this Insurance **cannot** guarantee that such item(s) will be covered for their full replacement value if lost, stolen or accidentally damaged.
5. Whilst in the care, custody and control of an airline, shipping line or other **Common Carrier** (or their baggage-handling agents), cover is restricted to checked-in (*held*) **Baggage**. Consequent upon the **Baggage**, that was checked-in at the departure zone or point of exit, being lost, stolen or damaged, the Insurers shall **only** be liable for any one item of **Baggage** per any one Insured Person. For the purposes of this Insurance, a singular item of a lost, stolen or damaged article of **Baggage**, which is shared amongst more than one person, shall be deemed to belong to and apply to one Insured Person **only**.
6. It is **warranted** that should the Insured Person be a victim of a theft, it **must** be reported within **24** (twenty-four) **Hours** to the Police in the Country where the Insured Person is located at the time of loss whilst on a **Journey abroad** and a **written Police Report must** be obtained. Cover is **not** provided for loss, theft or damage where the Insured Person fails to exercise due diligence, which means the performance of **all** vigilant activity, attentiveness, care and personal control that would, in similar circumstances, be taken by a reasonable and prudent person in order to guard and protect their personal property from loss or theft.
7. The Insured Person shall take **all** reasonable or prudent care in avoiding any theft, loss or damage to their **Baggage** and **Valuables** and shall take special care for the safety and supervision of the Insured Person(s) property (and especially for Cellular or Mobile Telephones) **at all times** as if insured.
8. **WEAR and TEAR:**
In the first year after purchase, the reimbursement value will be calculated at **75%** (seventy-five per cent) of the receipted purchase price. From the second year after receipted purchase, the value will be reduced by **10%** (ten per cent) per year.
9. **PAIR or SET:**
A number of items of personal belongings considered as being similar or complimentary to one another or used together.

SECTION 4(b): TEMPORARY DEPRIVATION of BAGGAGE (Baggage Delay):

This Section provides for the reimbursement up to the amount stated in the Schedules of Compensation per Insured Person, for necessary expenses incurred for the reasonable emergency purchase of essential items of clothing or toiletries or requisites (**excluding** books or other study or work materials) consequent upon the **Temporary Deprivation of Baggage** due to delay or misdirection in delivery on an **Outward Journey only** (**unless** stated as otherwise in the Schedules of Compensation), provided that the Insured Person is **not** entitled to similar cover under any other insurance. The Insured Person **must** declare to the Insurers or **GenAssist** any amount(s) paid by the airline, shipping line, **Common Carrier**, tour operator, hotel or other provider of services to the Insured Person. **Any** purchases made **after** the **Baggage** has been delivered by the airline (or their nominated courier service) to the accommodation address of the Insured Person will **not** be reimbursed.

SECTION 4(b) CONDITIONS:

1. Claims for reasonable emergency purchase of essential items of clothing or requisites (**excluding** books or other study or work materials) consequent upon the temporary deprivation of **Baggage** due to delay or misdirection in delivery, **will not** be considered **unless** substantiated by original sales **receipts** for the replacement items and **written** confirmation from the airline, shipping line or other **Common Carrier** or their baggage-handling agents of the date and precise time of misdirection and if recovered the date and precise time of delivery (including **Baggage** that is reunited with the Insured Person at their place of accommodation).
2. Cover is restricted **only** to checked-in (*held*) **Baggage** whilst in the care, custody and control of the airline, shipping line or other **Common Carrier** (or their baggage-handling agents). Consequent upon the temporary deprivation of **Baggage** that was checked-in at the departure zone or point of exit, the Insurers shall **only** be liable for any one item of **Baggage** per any one Insured Person. For the purposes of this Insurance, a singular item of a delayed or a misdirected article of **Baggage**, which is shared amongst more than one person, shall be deemed to belong to and apply to one Insured Person **only**.

CONDITIONS APPLICABLE TO SECTION 4(a) and SECTION 4(b):

1. Claims reimbursed under Section 4(b) will be deducted from subsequent claims made under Section 4(a).
2. In respect of repair(s), an estimate **must** be obtained either stating the cost of repairs or confirming that the item is beyond repair. **Salvage must** be retained for possible inspection together with a **photograph** of the damaged item where appropriate. For further claim evaluation, the Insured Person may be required to send the damaged item to an address designated by **GenAssist**, (on behalf of the Insurer), at the Insured Person(s) own expense and within **30 (thirty) days** from the date of request, otherwise the claim will be invalidated.
3. The Insured Person shall act in a prudent manner and exercise reasonable care for the safety and supervision of the Insured Person(s) property as if uninsured.
4. Wherever at **all** possible, any reasonable expenses or emergency purchases should be billed to an **cdbbank card** account.
5. **Valuables** shall **only** be covered for the amounts stated in the Schedules of Compensation against total loss due to theft and **only** when they are deposited in a securely locked safe belonging to a hotel, or when the Insured Person is wearing or carrying **Valuables** on their person.
6. **WEAR and TEAR:**

In the first year after purchase, the reimbursement value will be calculated at **75%** (seventy-five per cent) of the receipted purchase price. From the second year after receipted purchase, the value will be reduced by **10%** (ten per cent) per year.

7. PAIR or SET:

A number of items of personal belongings considered as being similar or complimentary to one another or used together.

DEDUCTIBLE:

Section 4(a) is subject to the **Deductible** amount stated in the Schedules of Compensation of each and every loss or claim by each Insured Person, except in respect of **Temporary Deprivation of Baggage** claims (under 4(b) above) which **are not** subject to a **Deductible**.

EXCLUSIONS APPLICABLE to SECTION 4(a) and SECTION 4(b):

1. For damage due to insect, moth, vermin, Wear and Tear and loss of value following mechanical or electrical breakdown or derangement, atmospheric or climatic conditions or gradual deterioration.
2. For delay, loss, theft, breakage or damage to fragile or brittle articles including, but **not** limited to, clocks, china, porcelain, mirrors, glass and sculpture(s), or arising from the cracking or scratching thereof.
3. For delay, loss, theft, accidental breakage or damage to musical instruments.
4. For loss due to legal confiscation or detention by Customs or other authority.
- 5a. **Unless** as otherwise stated in the Schedules of Compensation, loss, theft or damage of Cellular or Mobile Telephone(s).
- 5b. For the costs incurred in replacing lost, stolen, damaged or **Unattended** Cellular or Mobile Telephone(s) and their accessories including, but **not** limited to, **i-Pods, MP3** players or similar mobile personal stereo devices and **GPS** navigation and tracking systems, **anytime** during an Insured Person(s) **Journey**, including any incurred inconvenience or reporting expenses.
- 5c. For delay, loss, theft or damage to lap top computers and core components (including ancillary equipment).
- 5d. For delay, loss, theft or damage to stamps, deeds, books, study, or work materials, manuscripts or securities of any kind.
6. For delay, loss, theft, damage or misdirection whilst in the custody of an airline, sea vessel or other **Common Carrier** or their baggage-handling agents **unless** reported **immediately** upon discovery. **A Property Irregularity Report must be obtained**, together with a **written** confirmation letter from the airline, shipping line or other **Common Carrier** or their baggage-handling agents, of the date of delay, loss, theft, damage or misdirection of the **Baggage** belonging to the Insured Person whilst on a **Journey abroad** (**unless** stated otherwise in the Schedules of Compensation) and the exact time of the delivery of the **Baggage** back with the Insured Person, **only** if recovered. This report can **only** be issued at the arrival zone of the Insured Person(s) final destination. **Airline or other Baggage tags must be kept**. The airline, shipping line, **Common Carrier**, tour operator or their baggage-handling agent **must** also confirm in writing whether or **not** the Insured Person has received any financial compensation, discount vouchers or complimentary air miles or points from them due to the **Baggage** delay or misdirection.
7. For delay, loss, theft or damage to goods, business samples, tools and/or motor accessories owned by the Insured Person and goods intended for resale in connection with the Insured Person(s) trade, profession or business.
8. For loss of Money and/or Cash held in trust by the Insured Person or for delay, loss, theft or damage to Money and/or Cash, bank or currency notes, cheques, postal or money orders, traveller's cheques and tickets, passports, national Identity Cards, Green Cards, lift passes, admission tickets and petrol coupons.
9. For delay, loss, theft or damage and/or breakage in respect of **Valuables** packed in Baggage and/or suitcases.
10. For loss, theft or damage to **Baggage** and/or suitcases, holdalls, hand-luggage or similar, **unless** rendered unusable including, but **not** limited to, prams, baby and child travel carriages, pushchairs, strollers, buggies and their accessories.
11. For delay, loss, theft or damage and/or breakage to:
 - (a): contact or corneal or micro-corneal lenses, or spectacles or optical glasses and sunglasses, or arising from the scratching of any lenses (including glass in watch faces, Mobile Telephone(s), cameras, binoculars or telescopes);
 - (b): dentures, bridgework, hearing aids, prosthetics and artificial Limbs.
12. For loss or damage due to staining of any kind or any process of cleaning, repairing or restoring, or loss or damage caused by leaking powder or fluid or liquid or any type of food and oils carried within the Insured Person(s) **Baggage**, or leakage from **Baggage** belonging another passenger whilst in the custody, care and control of an airline, sea vessel or other **Common Carrier** or their baggage-handling agent.
13. For delay, loss, theft or damage to household goods and soft furnishings including, but **not** limited to, rugs, carpets, curtains and any type of Key, pedal cycles, motor vehicles, winter sports equipment and clothing (**unless** stated as otherwise in the Schedules of Compensation), water sports equipment, other sports equipment, **all** sports clothing, marine equipment and craft and their accessories.
14. For any item, pair or set worth more than the **Maximum Single Article Limit** (as stated in the Schedules of Compensation) for which the Insured Person **does not** have an original sales **receipt** or an original valuation estimate.
- 15a. For loss, theft or damage of the Insured Person(s) **Baggage**, Personal Effects and/or **Valuables**, whilst in buses or coaches operated by the airline, shipping line, **Common Carrier**, tour operator, travel agent or hotel.
- 15b. For permanent theft or temporary loss or delay, following accidental or deliberate retrieval by a third party, of the Insured Person(s) **Baggage** and/or Personal Effects, from any hand luggage compartment in any aircraft and/or other **Common Carrier** hand luggage compartment and/or from a luggage carousel or **Common Carrier baggage** release service, that is operated by an authorised baggage-handling agent at any airport, seaport or other destination or departure zone, or point of entry or exit zone, or through confiscation by Customs or other authority.

- 16a.** In respect of **Baggage** and Personal Effects that the Insured Person leaves **Unattended** in:
- (i): any area or place that has public and/or common access, even if monitored by security staff and/or security cameras (such as **CCTV**), including but **not** limited to, on a beach, or beside a swimming pool (even if concealed); or in a bag or coat hanging off the back of a chair; or left in a cloakroom; or
 - (ii): a hotel room or ship's cabin, whether locked or **not**; or
 - (iii): any aeroplane, train or vehicle, including public transport and private hire or reward, **unless** secured in a locked car boot which is separate from the passenger compartment or concealed by a parcel shelf in the fixed position, but **excluding all** losses from a vehicle during the hours of darkness, even if protected by an alarm.
- 16b.** In respect of **Valuables not** carried or concealed on the person of the Insured Person or that the Insured Person leaves **Unattended** in any public place, even if monitored by security staff and/or security cameras (such as **CCTV**), including, but **not** limited to, a beach or beside a swimming pool (even if concealed), or in a bag or coat hanging off the back of a chair, or left in a cloakroom, or in a hotel room (**unless** in a securely locked safe), or in a ship's cabin, or in any aeroplane, train or vehicle, or any area or place that has public and/or common access.
- 17.** In respect of **Baggage**, Personal Effects and/or **Valuables** carried on a vehicle roof rack.
- 18.** In respect of shortages due to mistakes, error, neglect, omission, exchange or depreciation in value or confiscation by Customs or other authority.
- 19.** Involving theft or suspected theft **not** reported within **24** (twenty-four) **Hours** to the Police in the country where the Insured Person is staying and/or where a **written** Police Report has **not** been obtained.
- 20.** Any claim arising from loss or theft from the place of accommodation of the Insured Person, **unless** in a securely locked room where there is evidence of forced or violent entry, which is confirmed by a **written** Police Report.
- 21.** Any delay, loss, theft or damage to property shipped as freight or under a cargo bill of lading.
- 22.** For delay, loss, theft or damage to sporting and marine equipment or clothing that is borrowed, hired, used or rented by the Insured Person.
- 23a.** In respect of **Baggage**, Personal Effects and/or **Valuables not** in the custody, care or control of the Insured Person, or whilst in the custody, care or control of any other person or any other party, **other** than the airline, shipping line or other **Common Carrier** or their baggage-handling agents.
- 23b.** In respect of **Baggage**, Personal Effects and/or **Valuables** lost, stolen or damaged whilst in transport with the Insured Person on any type of train or tram-car, bus or coach and mini-cab or taxi.
- 23c.** In respect of **Baggage**, Personal Effects and/or **Valuables** whilst in the custody, care or control of the airline, shipping line or other **Common Carrier** or their baggage-handling agents due to a disruption in the original scheduled travel itinerary of the Insured Person including, but not limited to, an unscheduled stop-over and/or delays.
- 24.** For delay, loss, theft or damage to any perishable goods or any type of food, oils or liquids or pharmaceutical medicines (including bottles and their contents), confectionery, spirits, alcohol, liquor, cigars, cigarettes and tobacco.
- 25.** Any amount or expenses that the Insured Person can get back from any liable tour operator, airline, shipping line, **Common Carrier**, hotel or other provider of services.
- 26.** The first amount of each and every claim shown in the Schedules of Compensation as **Deductible**.

SECTION 5: MONEY

To pay up to the amount stated in the Schedules of Compensation in **all** to indemnify the Insured Person and any member of the Insured Person(s) **Immediate Family** or household or travelling companion or anyone employed by the Insured Person (including a **Close Business Colleague**) for theft of, or the accidental damage to Cash, bank or currency notes, cheques, postal or money orders, signed travellers cheques, letters of credit, travel tickets, passports, Green Cards, national Identity Cards, admission tickets and petrol coupons during the **Journey**. Theft or damage to actual Cash (bank notes, coins and currency) is limited to the amount allowed by any currency regulations applicable at the date of commencement of the **Journey** or to the amount stated in the Schedules of Compensation whichever is the lesser. In order to be reimbursed, the Insured Person **must** provide a **written** Police Report and a detailed description of the proof of ownership of Money and/or Cash, such as any printed form of a Bank account withdrawal, **ATM** (*Automated Teller Machine*), transfer or currency exchange **receipt**.

PROVISIONS:

1. The maximum payable for children aged under **16** (sixteen) years is **€50.00** and the **Deductible** amounts stated in the Schedules of Compensation **do not** apply.
2. The maximum payable for **receipted** expenses for replacing lost, stolen or damaged passports and national Identity Cards is limited to **€175.00** per Insured Person.

SECTION 5 CONDITIONS:

1. The Insured Person shall act in a prudent manner and exercise reasonable care for the safety and supervision of the Insured Person(s) property as if uninsured. **All** types of hand-bag, purses, wallets and the like **must** be securely bound and/or zipped.
2. It is **warranted** that should the Insured Person be a victim of a theft that is subsequently reported within **24** (twenty-four) **Hours** to the Police in the Country where the Insured Person is located at the time of loss whilst on a **Journey abroad**, then it is the actual Money (bank notes, currency notes and coins) that **must** have been prior carried and physically concealed on their person, that will **only** be considered as a sustainable claim and **only** up to the maximum amount stated in the Schedules of Compensation. Cover **is not** provided for loss, theft or damage where the Insured Person fails to exercise due diligence, which means the performance of **all** vigilant activity, attentiveness, care and personal control that would, in similar circumstances, be taken by a reasonable and prudent person in order to guard and protect their Money from loss, theft or damage.
3. Cover for Cash is **only** in respect of Money carried or concealed on the person of the Insured Person. Consequent upon Cash being stolen or damaged, the Insurers shall **only** be liable for any one loss per any one Insured Person. Personal Money and/or Cash held under the supervision of one person and on behalf of others shall **only** be deemed to belong to and apply to one Insured Person.

DEDUCTIBLE:

This Section is subject to the **Deductible** amount stated in the Schedules of Compensation of each and every loss or claim for the Insured Person.

EXCLUSIONS APPLICABLE to SECTION 5:

1. In respect of travellers cheques **not** reported to the local branch or agent or issuing authority within **24** (twenty-four) **Hours** of discovery of loss.
2. In respect of theft or damage to shop (wholesale or retail) credit vouchers which can be exchanged for goods or services.
3. In respect of Money and/or Cash held in trust by the Insured Person, or for theft or damage to Money and/or Cash belonging to the business of the Insured Person or **Close Business Colleague**.
4. In respect of Money and/or Cash packed in **Baggage** and/or suitcases or other like receptacles whilst travelling.
5. In respect of Money and/or Cash **not** carried or concealed on the person of the Insured Person, or Money and/or Cash **not** secured in a securely locked safety deposit box or **not** locked in a safe belonging to a hotel, apartment or a provider of accommodation.
6. Devaluation of currency or in respect of shortages due to mistakes, error, neglect, omission, exchange or depreciation in value or confiscation by Customs or other authority.
7. Involving theft or suspected theft **not** reported within **24** (twenty-four) **Hours** to the Police in the country where the Insured Person is staying and/or where a **written** Police Report has **not** been obtained.

8. In respect of Money and/or Cash that the Insured Person leaves **Unattended** in a public place, even if monitored by security staff and/or security cameras (such as **CCTV**), including, but **not** limited to, a beach or beside a swimming pool (even if concealed), or in a bag or coat hanging off the back of a chair, or left in a cloakroom, or in a hotel room (**unless** in a securely locked safe), or in a ship's cabin, or in any aeroplane, train or vehicle, or any area or place that has public and/or common access.
9. Claims arising due to an unauthorised person fraudulently using credit or debit cards in the name of the Insured Person
10. Any theft or damage to Personal Money and/or Cash shipped as freight or under a cargo bill of lading.
- 11a. In respect of Personal Money and/or Cash and documents which are left **Unattended** by the Insured Person even if left obscured in a securely locked vehicle protected by an alarm.
- 11b. In respect of Personal Money and/or Cash and documents **not** in the custody, care or control of the Insured Person.
12. Any claim resulting from loss of passport **not** accompanied by a report from the consular representative confirming the date of loss, the date of notification of loss and the date on which a replacement passport was obtained.
13. The first amount of each and every claim shown in the Schedules of Compensation as **Deductible**.

SECTION 6: TRAVEL DELAY, ABANDONMENT and MISSED CONNECTION

6(a): TRAVEL DEPARTURE DELAY

A benefit will be paid up to the amounts stated in the Schedules of Compensation in total for **all** of the Insured Persons, if the **departure** of the **Common Carrier** in which the Insured Person had originally arranged to travel on the **Outward** or **Return** (Inward) **Journey** as a fare-paying passenger, is **unexpectedly** delayed for at least the number of hours stated in the Schedules of Compensation from the time specified in the travel itinerary supplied to the Insured Person, due to adverse weather conditions, or mechanical breakdown, structural defect or derangement of or affecting the **Common Carrier** or sea vessel, provided that the Insured Person(s) eventually depart on their **Journey**. Travel Departure Delay benefit is also payable up to the amounts stated in the Schedules of Compensation, following **Strike** or **Industrial Action** (as defined below), but **only** on a **Return** (Inward) **Journey** only.

No benefit is payable if the Insured Person or any person travelling with the Insured Person had been prior advised and/or instructed by the airline, **Common Carrier**, shipping line, tour operator and/or travel agent that the scheduled departure time of the flight or sailing time had been delayed and was therefore aware of, and **knew about**, the delay before leaving their permanent place of residence or business in their **period of insurance**. This includes reports on any potential disruptions to **Common Carrier** and public transport services as evidenced by publication in the international press and/or any media announcements. In respect of cruises, a benefit will **only** be payable for shipping line or sea vessel delays occurring on the first leg or the **Outward voyage** of the sea vessel (or cruise liner).

6(b): ABANDONMENT (after a 24 Hour Delay)

Up to the amount stated in the Schedules of Compensation if the Insured Person elects to cancel the whole travel itinerary after the number of hours delay stated in the Schedules of Compensation in respect of reimbursement of any irrecoverable cancellation charges imposed by the **Common Carrier** or shipping line or provider of transport or accommodation.

6(c): MISSED CONNECTION

Reimbursement up to the amount stated in the Schedules of Compensation in total for **all** of the Insured Persons for reasonable additional travel expenses incurred during a **Journey** for the rearrangement of an alternative flight connection if the Insured Person misses a reserved or booked connecting flight or cruise as a result of adverse weather conditions or mechanical breakdown of the aircraft in which the Insured Person was travelling or was intending to travel in, provided that the original flight itinerary allows a reasonable time between connecting flights at any airport or other international departure zone and after allowing for airport security checks and airline check-in time limitations.

SECTION 6 CONDITIONS:

1. Claims reimbursed under Section 6(a) or Section 6(c) will be deducted from subsequent claims made under Section 6(b).
2. Claims **cannot** be made simultaneously under this Section and under **Section 1** for the same incident or event.
3. The Insured Person shall have checked-in according to the itinerary provided by the tour operator, travel agent, provider of transport or **Common Carrier** and shall have obtained **written** confirmation from the airline or shipping line or their ground-handling agents that their flight or sailing was delayed by an event described in this Section. Such confirmation **must** state the actual period of the delay. The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the itinerary and up to the actual time of departure.

SPECIAL PROVISION - NATURAL DISASTER:

Notwithstanding any policy exclusion contained herein to the contrary, including but **not** limited to, closure of airspace (temporary or otherwise) under order from the Civil Aviation Authority, or of any similar executive authority in any country (including national Air Traffic Control) and in addition to expenses met by an airline under Regulation (EC) No. **261/2004** of the European Commission's Air Passenger Rights, the Insurers will pay a fixed benefit of **€100.00** per person in **all** if the **departure** of the **Common Carrier** in which the Insured Person had originally arranged to travel on a **Return** (Inward) **Journey** as a fare-paying passenger, is unexpectedly delayed for more than **24** (twenty-four) Hours from the time specified in the

travel itinerary supplied to the Insured Person, due to a geological or a hydrological **Natural Disaster** which would include, but is **not** limited to, volcanic eruptions, earthquakes, avalanches, floods, *tsunamis*, landslides, hurricanes, tempests, tornados and/or wildfires. The Insured Person **must** get a **written** confirmation letter from the **Common Carrier** and/or appropriate transport company or authority stating the reason for the delay and how long the delay lasted, which prevented the Insured Person from travelling.

EXCLUSIONS APPLICABLE to SECTION 6:

1. Arising directly or indirectly from the arrival by the Insured Person at the departure point after the recommended check-in time. The Insured Person **must** have checked-in for the Journey at or before the recommended check-in time.
2. Any delay **not** supported by a signed statement or certificate confirming the precise period of and reason for delay from the airline, shipping line, **Common Carrier** (or their ground-handling agents), at place of departure.
3. Arising directly or indirectly from:
 - (a): withdrawal from service, temporary or otherwise, of an aircraft, **Common Carrier** or sea vessel, or coach or train under order from the Civil Aviation Authority (or a port, road or rail authority), or of any similar regulatory authority in any country;
 - (b): the closure of airspace (temporary or otherwise) under order from the Civil Aviation Authority, or of any similar executive authority in any country (including national Air Traffic Control).
4. Arising directly or indirectly from pre-announced Strike's or Industrial Action including, but **not** limited to, reports on any potential disruptions to **Common Carrier** and public transport services as evidenced by publication in the international press and/or any media announcements.
5. The extra costs of restaurant meals and refreshments consumed and/or hotel accommodation, the reimbursement of which should be obtained from the airline, shipping line or **Common Carrier** (or their ground-handling agents).
6. Arising directly or indirectly from the financial failure or financial difficulties of the transport operator.
7. Arising from the failure of the Insured Person to accept alternative or equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance.
8. Any amount or expenses that the Insured Person can get back from any liable tour operator, airline, shipping line, **Common Carrier**, hotel or other provider of services.
9. Arising directly or indirectly from the breakdown of any vehicle during the Insured Person(s) transportation to the international departure point.
10. Arising directly or indirectly from any hostile act including, but **not** limited to, bomb threats or bomb scares.
11. Delay in arrival at destination as a result of accumulated delays in departure from more than one exit zone or departure point.
12. Arising directly or indirectly from the failure of the Insured Person to ensure adequate time has been allowed in the scheduled travel itinerary for transfers between connections via **all** modes of transport.
13. Arising directly or indirectly from re-routing or successive or cumulative delays in arrival times. There is **no** cover for delays in arrival times for **any** reason.
14. Any claim arising from or resulting from **denied boarding** by any airline, shipping line, **Common Carrier** other provider of services. The Insured Person **must** ask at the check-in counter, or the boarding gate, for the text stating their rights, particularly with regard to compensation and assistance (under Regulation (EC) No. **261/2004** Article 14(1) [of the **European Commission's Air Passenger Rights**] and/or Regulation (EC) No. 889/2002 of the European Parliament and of the Council of 13th May 2002. The Insured Person **must** direct any claim for compensation to the transport operator concerned. For the **United States of America**: Airline Passenger Protection Rule (USA Bill of Rights) 29th April 2010 – contact Aviation Consumer Protection Division C-75, U.S. Department of Transportation W96-432, 1200 New Jersey Avenue, S.E. Washington, D.C. 20590, United States of America or visit: <http://www.dot.gov/airconsumer>

SECTION 7: PERSONAL LIABILITY

To indemnify an Insured Person for legal liability arising during the **Period of Insurance** up to the amount stated in the Schedules of Compensation as a result of:

- a) Accidental bodily **Injury** to someone.
- b) Accidental loss of or damage to someone else's material property.

SECTION 7 CONDITIONS:

1. It is **warranted** that the Insured Person will provide notice of any cause for a legal claim as soon as the Insured Person knows about it and send any documents or **written** confirmation of liability or acknowledgement of a potentially viable claim to the Insurers or **GenAssist**, who have complete control over any legal representatives and solicitors appointed and any legal proceedings.
2. The Insured Person **must** help the Insurers or **GenAssist** and **must not** negotiate, pay, settle, admit or deny any claim **without** prior their **written** permission and **must** follow the advice of the Insurers or **GenAssist** or that of their agents in handling any claim.
3. The Insured Person, where possible, **must** get back the Insurers expenses and pay the Insurers any expenses that the Insured Person is able to collect back.

IMPORTANT – Third Party Liability:

If the Insured Person uses any form of mechanically propelled vehicle including, but **not** limited to, a car, van, motor cycle, *quad*-bike, moped or scooter, sail or powered boat, or an airborne craft or saddle-bearing animals, **no** Liability cover will apply and the Insured Person **must** have separately insured cover for Third Party **Injury** or property damage.

EXCLUSIONS APPLICABLE to SECTION 7:

Arising directly or indirectly from or due to:

1. Employers liability, contractual liability, or liability to a member of the Insured Person(s) **Immediate Family** or any **Close Business Colleague** or household or travelling companion or anyone employed by the Insured Person.
2. Bodily **Injury** and/or illness, disease, **Sickness** or material damage as a result of the transmission of a communicable disease by an Insured Person to employees of the Insured Person.
3. Animals belonging to or in the care, custody or control of the Insured Person.
4. Pursuit of trade, business or profession.
5. Ownership, possession or occupation of land or buildings (other than occupation **only** of any temporary residence).
6. Any wilful, criminal, malicious, deliberate or unlawful act of the Insured Person and legal costs resulting from any criminal proceedings.
7. Ownership, possession or use of mechanically propelled vehicles which term shall include, but is **not** limited to, rental cars, aircraft or other aerial device, hovercraft or water-craft, firearms or weapons.
8. The influence of intoxicating liquor, drugs (except as medically prescribed by a registered medical practitioner), activities requiring the use of motorised equipment, organised sporting activity, hazardous Employment or occupation.

SECTION 8: LEGAL EXPENSES

To pay for legal costs and expenses up to the amount stated in the Schedules of Compensation incurred by the Insured Person or the Insured Person(s) representatives in pursuit of legal proceedings for compensation and/or damages directly arising from the pursuit of a claim against a third party who has caused bodily **Injury** to or illness or death of the Insured Person by an incident occurring during a **Journey**.

SECTION 8 CONDITIONS:

The Insured Person, where possible, **must** get back the Insurers expenses and pay the Insurers any expenses that the Insured Person is able to collect back.

1. It is **warranted** that the Insured Person will provide notice of any cause for a legal claim as soon as the Insured Person knows about it and send any documents or **written** confirmation of liability or acknowledgement of a potentially viable claim to the Insurers and the legal representative appointed.
2. The Insured Person **must** help the Insurers or the legal representative and **must not** negotiate, pay, settle, admit or deny any claim **without** prior their **written** permission and **must** follow the advice of the Insurers or the legal representative or that of their agents in handling any claim.

SPECIAL CLAIM CONDITIONS APPLICABLE to SECTION 8:

1. If the Insurer(s) agree that legal proceedings are necessary, but the Insurer(s) are **not** able, or the Insured Person does **not** wish the Insurer(s) to act for them, the Insurer(s) will agree the Insured Person(s) right to use their own legal representative to act for them. If the Insured Person does **not** have, or does **not** wish to appoint their own legal representative, the Insurer(s) will suggest **GenAssist** act as legal representatives, who will be willing and able to act for the Insured Person(s).
2. Any representative the Insured Person chooses is appointed to act for the Insured Person.
3. If the Insured Person claims under this Section for something which is also covered by another insurance policy, the Insurer(s) will **only** pay their share of any claim. The Insured Person **must** give the Insurer(s) full details of the other insurance policy.

EXCLUSIONS APPLICABLE to SECTION 8:

1. Costs or expenses incurred for any claim brought against a tour operator, travel agent, provider of transport or **Common Carrier** or the Insurers of this Insurance, or any person with whom the Insured Person has travelled with or had arranged to travel with.
2. Costs or expenses incurred for any claim arising out of the use or hiring of rental cars.
3. Costs or expenses incurred prior to the granting of support by the Insurers, or which are based directly or indirectly on the amount of any award.
4. Costs for pursuing a claim for bodily **Injury**, loss or damage caused by or in connection with the Insured Person(s) trade, profession or business, under contract or arising from possession, use or living on any land or any building.
5. Any claim where the Insurers or the legal representative consider that the prospects of success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred preclude the Insured Person from obtaining a satisfactory settlement or where the costs of taking any action will be greater than any award.
6. Any wilful, criminal, malicious, deliberate or unlawful act of the Insured Person and legal costs resulting from any criminal proceedings.
7. Ownership, possession or use of mechanically propelled vehicles which term shall include, but is **not** limited to, rental cars, aircraft or other aerial device, hovercraft or water-craft, firearms or weapons.
8. The influence of intoxicating liquor, drugs (except as medically prescribed by a registered medical practitioner), activities requiring the use of motorised equipment, organised sporting activity, hazardous Employment or occupation.
9. Claims against an employer whilst on a Journey.
10. Any claims for professional negligence.

SECTION 9: HI-JACK and KIDNAP

Notwithstanding anything contained herein to the contrary, the Insurers will pay a benefit to the Insured Person for each complete **24** (twenty-four) **Hour** period of detention and up to the amount specified in the Schedules of Compensation if during a **Journey** the Insured Person is illegally held against the Insured Person(s) will due to a **Hi-jack** or Kidnap.

EXTENSION:

If the Insured Person is the victim of a **Hi-jack** or Kidnap which occurs during a **Journey** then this Insurance will be automatically extended until the Insured Person(s) have been returned to their permanent place of residence at the end of the **Journey** or for a period **not** exceeding **30** (thirty) **days** in **all** whichever shall be the sooner.

SECTION 9 CONDITION:

The Insured Person **must** give the Insurers a **written** statement from an appropriate authority that confirms the **Hi-jack** or Kidnap took place and how long it lasted.

EXCLUSIONS APPLICABLE to SECTION 9:

1. The Insurers **will not** be responsible for any claim which **is not** confirmed and proven by the relevant Authorities and a report obtained. Such report will confirm the events of the **Hi-jack** or Kidnap, how long it lasted for and will detail any action taken by the Emergency Authorities and the Police.
2. Claims arising from the Insured Person being individually selected against as a victim following their own activities or of their Family or of their business, causing a reasonable expectation of increased risk.
3. This Insurance **does not** cover ransom payments.

SECTION 10: DOCUMENT REPLACEMENT

The Insurers will pay to the Insured Person up to the amount stated in the Schedules of Compensation for the replacement of business samples and documents **not** owned by the Insured Person which are lost, stolen or damaged on a **Journey abroad**.

SECTION 10 CONDITIONS:

1. The commercial wholesale value of lost, stolen or damaged business samples and documents **must** be substantiated in writing to the Insurers or **GenAssist** in the event of a loss by the Insured Person(s) employer.
2. The Insurers will deduct any amount paid under this Section from any amount paid under Sections **4** and **5**.
3. **The limits, Terms, Conditions and Exclusions applying to Sections 4 and 5 (above) will also apply to all of this Section.**

DEDUCTIBLE:

This Section is subject to the **Deductible** amount stated in the Schedules of Compensation of each and every loss or claim for the Insured Person.

EXCLUSIONS APPLICABLE to SECTION 10:

The specific Exclusions applicable to this Section are listed on pages **25** and **26** above.

SECTION 11: CATASTROPHE

The Insurers will pay to the Insured Person up to amount stated in the Schedules of Compensation for the cost of providing other accommodation similar to reserved or booked accommodation which **cannot** be lived in because of fire, explosion, earthquake, civil commotion, storm, tempest or flooding.

SECTION 11 CONDITIONS:

1. The Insured Person **must** provide the Insurers or **GenAssist** with a **written** statement from an appropriate national or local authority confirming the reason for and the nature of the Catastrophe and how long it lasted for.
2. The Insured Person **must** provide the Insurers or **GenAssist** with evidence of **all** extra costs that the Insured Person had to pay for.

DEDUCTIBLE:

This Section is subject to the **Deductible** amount stated in the Schedules of Compensation of each or every loss or claim for the Insured Person.

EXCLUSIONS APPLICABLE to SECTION 11:

1. Any expenses that the Insured Person can get back from any tour operator, airline, shipping line, **Common Carrier**, hotel or other provider of services to the Insured Person.
2. Any expenses that the Insured Person would normally have to pay for during the period shown on the travel itinerary.
3. Any claim resulting from the Insured Person travelling against the advice of the appropriate national or local authority.
4. Any event (that results in a claim) that was **known about** before the Insured Person reserved or booked their planned **Journey**.

5. The first amount of each and every claim shown in the Schedules of Compensation as **Deductible**.

SECTION 12: MUGGING

Should the Insured Person be a victim of an unprovoked violent assault, causing serious Bodily **Injury** to the person which requires immediate medical attention, this Insurance provides for reimbursement of expenses incurred for medical treatment and/or in-patient **Hospitalisation** or clinic admission up to the amount stated in the Schedules of Compensation, provided that the Insured Person reports the incident to the Police within **12 (twelve) Hours** of the attack to their person and obtains a **written** Police Report.

SECTION 12 CONDITIONS:

1. If the Insured Person is **hospitalised** as an in-patient for more than **12 (twelve) Hours** as the result of a Mugging, **someone must contact GenAssist on behalf of the Insured Person immediately**. If this is **not done**, it could mean that the Insurers or **GenAssist may not** provide any cover.
2. **No** cover is afforded under this Section in respect of **all** Person(s) who have attained the age of **80 (eighty) years**.

EXCLUSIONS APPLICABLE to SECTION 12:

1. Additional expenses incurred for in-patient treatment **not** specifically or prior authorised by the Insurers or **GenAssist 12 (twelve) Hours** after the Mugging or violent assault to the person.
2. Any treatment, costs or expenses or medication of any kind arising from the Mugging once the Insured Person has returned to their **Country of Domicile**.
3. The Insurers **will not** be responsible for any claim where the Mugging is **not** reported to the Police within **12 (twelve) Hours** of the assault to the person and a **written** report obtained.

SECTION 13: LOST or STOLEN DOMESTIC KEYS

The Insurers will pay to the Insured Person up to the amount stated in the Schedules of Compensation for the **receipted** costs incurred in the obtaining of replacement lost or stolen house keys, vehicle keys and other Domestic Keys, which Domestic Keys were lost or stolen during an Insured **Journey abroad** and belong to the Insured Person or any member of the Insured Person(s) **Immediate Family** or household or travelling companion or anyone employed by the Insured Person (including a **Close Business Colleague**).

SECTION 13 CONDITIONS:

1. The Insured Person shall act in a prudent manner and exercise reasonable care for the safety and supervision of the Insured Person(s) Keys at **all** times as if uninsured.
2. Domestic Keys **must not** be packed in **Baggage** that the Insured Person checks-in at any airport or other departure zone and **must** be kept with the Insured Person at **all** times during their **Journey** and **must never** be left **Unattended** or with persons **not** known by the Insured Person.

EXCLUSIONS APPLICABLE to SECTION 13:

1. Expenses reimbursed or benefits payable by the Insured Person(s) own insurance provider or employer's insurance.
2. Residences other than the Insured Person(s) primary residence or business or any residence hired or rented by the Insured Person.
3. Keys to any vehicle **not** owned by the Insured Person.
4. Wear and Tear, gradual deterioration, inherent fault and/or damage.
5. Involving theft or suspected theft of Keys **not** reported within **24 (twenty-four) Hours** to the Police in the country where the Insured Person is staying and/or where a **written** Police Report has **not** been obtained.
6. Keys that the Insured Person leaves **Unattended** in a public place, even if monitored by security staff and/or security cameras (such as **CCTV**), including, but **not** limited to, a beach or beside a swimming pool (even if concealed), or in a bag or coat hanging off the back of a chair, or left in a cloakroom, or in a hotel room (**unless** in a securely locked safe), or in a ship's cabin, or any area or place that has public and/or common access.
7. Keys left **Unattended** in any aeroplane, train or vehicle.
8. Keys packed in checked-in (*held*) **Baggage**.

CLAIMS PROCEDURE

The Insurers have appointed the following Company to deal with claims:



GenAssist TPA



Telephone Number: 00 357 22 51 92 11 Advice/General Travel Insurance Assistance



e-Mail: office@genassist.eu

The Insured Person must help *GenAssist* and provide them with all of the information that they will need to allow them to pay the claim properly.

GenAssist shall use its best endeavours to provide the Benefits and Services described in this Policy but any help and intervention depends upon, and is subject to, local availability and has to remain within the scope of national and international law and regulations. Intervention depends on *GenAssist* obtaining the necessary authorisations issued by the various authorities concerned. *GenAssist* shall not be required to provide Benefits and Services to Insured Person(s), who in the sole opinion of *GenAssist* are located in areas which represent **war** risks, political or other conditions that make such Services impossible or reasonably impracticable.

In the event of a claim under this Insurance, the Insured Person should apply to *GenAssist* for a 'Notice of Claim' FORM either in writing, or by Telephone, **quoting their Card Number, and within 25 (twenty-five) days** after the occurrence or commencement of any loss or event covered by this Insurance.

When completed, actual claim forms should be returned to *GenAssist* within **90 (ninety) days** of the incident giving rise to a claim together with **all** relevant documentation and the original bank statement verifying payment for the travel arrangements. *GenAssist* will promptly consider the claim and contact the Insured Person with their response. Insured Person(s) are advised to retain copies of **all** documents for their own reference. A claim received **without** the required original documentation **will not** be accepted.

Failure to complete, or to sign claim forms correctly, or to supply the required documentation may prejudice or delay the Insured Person(s) right to indemnity or benefit under this Insurance. The documentation submitted is at the claimant's expense (or at the expense of their legal representative) and the Insured Person(s) attention is also drawn to the **Deductibles** applicable to certain Sections of this Insurance.

Payment of any claim shall be limited **only** to admissible expenses, after allowing for the amounts recoverable from any other organisation, or any other insurance policy, or national insurance programme, or recoverable as damages.

Liaison with the Police and obtaining **written** Police Reports is the sole responsibility of the Insured Person and not *GenAssist* TPA Ltd and/or cdbbank/Trust

GenAssist Telephone Service for Medical Advice or Emergencies



Telephone Number: 00 357 99 222 567 Medical Emergencies Only (Open 24 Hours)

Please note that the Telephone will be answered by English speaking operators.

A **24 (twenty-four) Hour** Medical Assistance Telephone Service is operated by *GenAssist* for the Insured Person(s) benefit. *GenAssist* will provide immediate help.

It is imperative that someone contacts *GenAssist* immediately the Insured Person is admitted into a Hospital or clinic abroad as an in-patient. If this is not done, it could mean that the Insurers may not provide cover or the amount of benefit paid for Medical Expenses will be reduced or denied.

If the Insured Person receives medical treatment **abroad** as an **out-patient**, the Insured Person should pay the **Hospital** or clinic and claim back their Medical Expenses from *GenAssist* on **return** to the Insured Person(s) **Country of Domicile**.

If the Insured Person has to be repatriated, as provided for under the **Medical and Other Expenses** Section or the **Curtailment** Section of this Insurance, *GenAssist* **must authorise** such repatriation. If this is **not done**, it could mean that the Insurers **may not provide cover** or may totally or partially reject the amount claimed for the Insured Person(s) **return** to their **Country of Domicile**.

The Medical Assistance Telephone Service is provided to help the Insured Person and can be contacted at **anytime** of the day or night, when the call will be answered by experienced Assistance Co-ordinators.

SALVAGE and RECOVERIES:

All **salvage**, recoveries and payments due to **cdbbank** (the Insured) will be applied as if recovered or received prior to settlement of the loss and **all** necessary adjustments will be made by the parties involved.

SUBROGATION:

The Insurers of this Insurance, or their authorised agent in **GenAssist** and/or their **Adjusters**, reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of **cdbbank** (the Insured) or otherwise. In the event of any payment under this Insurance, the Insurers, or their authorised agent in **GenAssist** and/or their **Adjusters**, shall be subrogated to the extent of such payment to **all** the Insured's rights of recovery and the Insured shall execute **all** papers required and shall do everything that may be necessary to secure such rights.

IMPORTANT NOTICE:

The Insured Person, or the Insured Person(s) executor(s); administrator(s); dependent(s); beneficiary(ies); legal heir(s) or personal representative(s) **must** state the **Card Number of the Insured Person** to the **GenAssist Operator** when lodging the claim by Telephone and **should quote the allocated Claims Reference Number** in **all** communications or correspondence with **GenAssist** and/or **cdbbank**.

FRAUDULENT CLAIMS AND MIS-DESCRIPTION:

If the Insured Person shall make a claim or any statement on a claim form knowing the same to be false or fraudulent, and in the event of Misrepresentation, Mis-description or non-disclosure in any material particular, by or on behalf of, the Insured Person, the Insurance provided for the Insured Person under this Policy shall become void from the Effective Date and **all** premiums forfeited and may be referred to a solicitor for legal action. Any benefits so claimed and received **must** be repaid to the Insurers or their authorised agent.

ASSIGNMENT:

The benefits provided under this Policy **are not** to be assigned by any Insured Person. The Insurers shall **not** be bound to accept nor be affected by any notice of any trust, charge, lien, purported assignment, or other dealing with, or relating to, the Policy.

TERMINATION:

In the event of termination or expiry of this Policy of Insurance, the Insurers shall be relieved of **all** future liabilities as at the termination or expiry, whichever date is applicable.

ADJUDICATION OF A CLAIM:

Written notice of accidents, proceedings or any other events which may give rise to a claim shall be given to the Insurers or **GenAssist in writing** and **within 25 (twenty-five) days** of that incident. **All** documents required in support of a claim shall be produced by the Insured Person and at the Insured Person(s) own expense. Failure to give notice of claim within **25 (twenty-five) days** from the date of the incident will result in a denial of the claim. The Insured Person **must** comply with **all** the Policy Conditions herein as the Insurers will **only** pay claims that are completely substantiated in the manner requested and within **90 (ninety) days** following the date of the occurrence giving rise to the claim. **Failure to do so will result in the claim being invalidated and all benefit under this Insurance shall be denied to that Insured Person.** This time limit may be extended subject to prior approval by the Insurers or **GenAssist** but **only** when it is clear that supporting claim documents and proof of loss **have not** been made available in time by a liable tour operator, travel agent, airline, **Common Carrier** or other provider of transport or accommodation. The decision of the Insurers or their authorised agent in **GenAssist** and/or their **Adjusters** is full and final. All claims payments will be paid directly to the cardholder's cdbank account in Cyprus.

COMPLAINTS PROCEDURE:

The Insurer aims to provide the highest class of customer service at **all** times. If however, the claim service is found to be unsatisfactory, it is recommended that the Insured Person (cardholder) should contact GenAssist with details of their complaints and who, in most circumstances, may be able to review the matter and resolve any dispute.

The insured person may also refer the matter to the Financial Ombudsman Service:

The Financial Ombudsman Service
15, Kypranoros Street, 1061 Nicosia
P.O.Box 25735, 1311 Nicosia

Tel: **+357 22848 900**
Fax: **+357 22660 584**
Website: www.financialombudsman.org.cy
Email: enquiries@financialombudsman.org.cy