



## CHARTIS EGYPT INSURANCE COMPANY, S.A.E POLICY GENERAL TERMS & CONDITIONS

### SECTION - A

CHARTIS Egypt Insurance Company, S.A.E. (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons whose names are attached with the Policy Schedule, which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy. The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule. This Policy will only be in force if the Policy Schedule is signed by a person(s) We have authorized.

### SECTION - B

**BENEFITS/ COVERGES ACCIDENTAL DEATH** We will pay the Sum Insured shown in the Policy Schedule if Injury to You occurred during Your Insured Trip in Egypt while this Policy is in effect results in loss of Your life. The loss must occur within 180 Days from the date of the Accident which caused the Injury. **PERMANENT TOTAL DISABILITY** We will pay the Sum Insured shown in Policy Schedule-less any other amount paid or payable under the "Accidental Death" portion of this Policy as the result of the same Accident- when as the result of Accidental Injury occurred during Your Insured Trip in Egypt You suffer a Permanent Total Disability and provided that such disability has been medically confirmed to be continued for a period of 12 consecutive months and is total, continuous and Permanent. The Disability is considered to be Total and Permanent in the following cases: loss of sight in both eyes, loss of both legs or feet, loss of one arm and one foot, loss of one hand and one foot, loss of both arms or hands, loss of one arm and one leg, loss of one hand and one leg. Loss with regard to:

- ☐ Legs, feet, arms, hands means both actual complete severance & loss of use.
- ☐ Eye means entire and irrecoverable loss of sight.

**PERMANENT PARTIAL DISABILITY** We will pay a percentage from the Permanent Total Disability amount that shown in the Policy Schedule - less any other amount paid or payable under the "Accidental Death, or Permanent Total Disability" portion of this Policy as the result of the same Accident- if Accidental Injury to You occurred during Your Insured Trip in Egypt results in one of the losses shown in the Scale below when as the result of Accidental Injury You suffer a Permanent Partial Disability and provided that such disability has been medically confirmed to be continued for a period of 12 consecutive months and is continuous and Permanent, **Upper Limbs Percentage Right Left Complete loss of:** - An arm or a hand 60 50 - The shoulder movement 25 20 - The wrist movement 20 10 - Elbow movement 20 15 - Thumb and index fingers 30 25 - Thumb and a finger other the index finger 25 20 - Index finger and a finger other than the thumb finger 20 15 - Three fingers other than thumb and index fingers 25 20 - The thumb finger only 20 15 - The index finger only 15 10 - The middle finger only 10 8 - The ring finger only 8 7 - The pinkie finger only 7 6 If the insured person is left handed and testified to this effect in the contract, the above-mentioned percentages for the right/left upper limbs shall be reversed. **Lower Limbs Percentage Right or Left Complete loss of :** - Lower limb to above the knee 50 - Lower limb below the knee 40 - Movement of the hip bone or the knee 30 - Movement of ankle 15 - Movement of big toe 08 **Partial amputation of foot including all toes 30 Fractures** - Unhealed fracture in the leg 30 - Unhealed fracture in the foot 20 -Unhealed fracture in the wrist 20 - Unhealed fracture in the lower jaw 25 - Fracture in the rib accompanied by permanent deformity And functional disturbance 10 **Deafness, limb shorting & Loss of Sight** Complete deafness 40 Deafness of one ear 15 Loss of one eye 35 Shortening of the lower limb by at least 5 cm 15 Loss with regard to:

☒ Legs, feet, arms, hands means both actual complete severance & loss of use.

☒ Eye means entire and irrecoverable loss of sight.

**EMERGENCY ACCIDENT MEDICAL EXPENSE REIMBURSEMENT** We will pay benefits for the Reasonable and Customary Charges actually incurred up to the maximum limit shown in the Policy Schedule if as a result of an Accident occurred during Your Insured Trip in Egypt an Insured Person's medical condition requires Immediate Medical Treatment. Medical benefits will be provided for necessary medical or surgical treatment, services, or supplies, including necessary hospital, nursing, and ambulance services. Dental benefits shall be limited to treatment of injuries sustained to sound natural teeth. Covered emergency dental expenses are those received within 30 days of the time and date of the Injury. **Exclusions:** In addition to the general exclusions listed in this policy this coverage section as well as sections of Accidental Death, Permanent Total/ Partial Disability shall not cover: 1. Loss caused directly or indirectly wholly or partly by: a. bacterial infection (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease. b. medical or surgical treatment except as may be necessary solely as a result of injury. 2. Any bodily injury which shall result in hernia; 3. Any Pre-existing Condition.

## **SECTION - C**

**GENERAL EXCLUSIONS** This entire Policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

1. where the Insured Person is travelling against the advice of a Physician; or receiving or on a waiting list for receiving specified medical treatment; or is travelling for the purpose of obtaining treatment; or has received a terminal prognosis for a medical condition.
2. any Pre-existing Condition or any complication arising from it.
3. suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or Illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune deficiency Virus (HIV) infection.
4. serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event We, upon written notification by You, shall return the pro rata premium for any such period of service during the Trip.
5. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed.
6. Participation in an actual or attempted felony, riot, crime, misdemeanor, or civil commotion.
7. Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft or Scheduled Airline.
8. any loss arising out of War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power.
9. any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
10. any loss arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Act of Terrorism; or

11. the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; The dispersal or application of pathogenic or poisonous biological or chemical materials; The release of pathogenic or poisonous biological or chemical materials, (However, the above only applies if 50 or more persons sustain death within 90 Days of the date of the incident).

12. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment.

13. Performance of manual work for employment or any other hazardous occupation, self exposure to needless peril (except in an attempt to save human life).

14. Congenital anomalies or any complications or conditions arising therefrom.

15. Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which You are untrained.

16. The Insured Person riding on a motorcycle or any other two wheeled motorized mode of conveyance as driver or as passenger.

17. Any loss resulting directly or indirectly contributed or aggravated or prolonged by childbirth or from pregnancy.

18. For any loss of which a contributing cause was Your actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest.

## **SECTION – D**

**UNIFORM PROVISIONS 1. ENTIRE CONTRACT - CHANGES:** This Policy, together with the Policy Schedule, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by Our authorised officer and such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy. **2. RENEWAL CONDITIONS:** This policy may be renewed with Our consent by the payment in advance of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid. However we may cancel this Policy at any time by giving you a 7 Days notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective. In the event of cancellation, we will return promptly the pro-rata unearned portion of any premium you have actually paid. Such cancellation shall be without prejudice to any claim originating prior thereto. If you cancel the Policy, the earned premium shall be computed in accordance with our short rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation in which case the whole premium shall be fully earned and no return of premium will be made. **3. TERRITORY:** This Policy applies to incidents anywhere in Egypt only. **4. CONTRIBUTION:** If at the time of a claim there is another insurance Policy or other contract in Your or the Insured Person's name which covers the Insured Person for the same expense or loss, We will only pay Our proportionate share of the loss. Our Proportionate share will be calculated by determining the percentage Our Policy maximum bears to the total amount of insurance in force as to the loss. This does not apply to, Accidental Death and Dismemberment, and Permanent Total Disability which we will pay in full if available under this Policy.

**5. CONCEALMENT OR FRAUD:** The entire Policy will be void if, whether before or after a loss, you have, related to this insurance,

- (a) Intentionally or recklessly or otherwise concealed or misrepresented or not disclosed, what we consider to be any material fact or circumstance;
- (b) Engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or
- (c) Made false statements.

**6. NOTICE OF CLAIM/LOSS:** It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event no later than 30 Days after an actual or potential loss begins. If Your property covered under this Policy is lost or damaged, You must:

- (a) Notify us as soon as possible;
- (b) Take immediate steps to protect, save and/or recover the covered property;
- (c) Give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
- (d) Notify the police or other appropriate authority in the case of robbery or theft within 24 hours.

**7. CLAIM FORMS:** We, upon receipt of a notice of claim, will furnish You with such forms as We may require for filing proofs of loss. **8. TIME FOR FILING CLAIM FORMS AND EVIDENCE:** Completed claim forms and written evidence of loss must be furnished to Us within thirty (7) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred. You shall obtain and furnish Us with all original bills, receipts and any other documentation upon which a claim is based at your cost and shall also give Us in a timely fashion such additional documentation, information and assistance as We may require in dealing with the claim. **9. TIME OF PAYMENT OF CLAIM:** Benefits payable under this Policy will be paid within a reasonable time upon receipt of due written evidence of such loss and any other documentation, information and assistance that We may request You pursuant to Uniform Provision 9 above. Subject to due written evidence of loss all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof. **10. LEGAL ACTIONS:** no action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) Days after written evidence has been furnished in accordance with the requirements of this Policy. If no evidence has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy. If We disclaim liability to You or any Insured Person for any claim, and if You do not notify Us in writing within one (1) year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover this claim from Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy. **11. EXCESS PROVISION:** The plan benefits as shown in the Policy Schedule or the Schedule of Benefits (refer to are payable for covered expenses, not covered and payable by any other plan providing medical expense benefits. If there is no other valid and collectible benefit available from any other source, this plan will pay the covered expenses up to the limits or sub-limits of the policy. **12. LIMITATIONS:** If an Insured Person incurs a covered Accident or an Injury, for which benefits are payable under the same Policy issued by Us, the maximum amount payable under all such Policies combined will not exceed the amount payable under the Policy which pays the largest benefit. If benefits are determined on a daily or weekly basis, 'the largest benefit' as used herein will mean the largest Daily/ weekly Benefit. **13. REASONABLE CARE AND ASSISTANCE:** You and each Insured Person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage. You and they must also make every effort to get back any property which has been lost. In addition, You and each Insured Person must assist Us in any manner We may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.

**14. SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within a reasonable time when proof of the damage and/or destruction is presented to us. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of loss and the value involved to us. **15. VALUATION:** We will not pay more than the actual cash value of the property at the time of loss. Damage will be estimated according to actual cash value with proper deduction for depreciation. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality **16-SUBROGATION:** In the event of any payment under this Policy, We shall be subrogated to all Your rights of recovery thereof against any person or organization and You shall execute and deliver instruments and papers to Us and do whatever else is necessary to secure such rights and provide whatever assistance We might reasonably require of You in the pursuance of Our subrogation rights. You shall take no action after the loss to prejudice such rights.

## SECTION - E

**GENERAL DEFINITIONS** **Accident** - means a sudden, unforeseen, uncontrollable and unexpected physical event to the Insured Person caused by external, violent and visible means occurring during the Insured Period. **Acquired Immune Deficiency Syndrome** - means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immune-deficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Condition). **Act of Terrorism** – An act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear. **Age** - means the Age of the Insured Person on his / her most recent birthday as per the English calendar, regardless of the actual time of birth. **Permanent** - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement. **Day** - means a period of 24 consecutive hours. **Disease** - means an illness or affliction of the body having a defined and recognized pattern of symptom(s) which causes more than temporary indisposition and which illness or affliction first manifested itself and was contracted during the Trip. **Deductible** - means the amount of expenses or the number of Days to be paid or supported by the Insured Person before the Policy benefits become payable. **Hospital** - means a medically recognized establishment (a) that holds a valid license (if required by law) to practise medicine, and (b) the primary function of which is to provide for the care and treatment of sick or injured persons, and (c) that has a staff of one or more Physicians actually available on the premises at all times, and (d) that provides a 24-hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times, and (e) that has organised diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution. **Injury** - means bodily Injury caused solely, independently and directly by Accident (as defined in the Policy) and occurring during the Trip. **Insured Period(s)** - means with respect to the Policy, the period commencing with the Effective Date of the Policy and terminating with the Expiration Date of the Policy as stated in the Policy Schedule and any subsequent period for which the Policy may be renewed. **Insured Person** - means the Insured Person up to Age 65. .

**Physician** - means a licensed medical practitioner acting within the scope of his license and who holds a degree of a recognized institution and is registered by the Medical Council of the respective country. The term Physician would include specialist and surgeon. **Policy** - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, papers or riders. **Policy Schedule** - means the Policy Schedule attached to and forming part of the Policy. **Pre-existing Condition** - a condition for which care, treatment, or advice was recommended by or received from a Physician or which was first manifested or contracted **within a two year period** preceding the Policy Effective Date of Coverage, or a condition for which hospitalization or surgery was required **within a five year period** preceding the Policy Effective Date specified in the Schedule. **Professional Sports** - means a sport, which remunerates a player in excess of 50% of his or her income as a means of their livelihood. **Usual and Customary charges** - means a reasonable charge which is : 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the locality of the Provider. No payment will be made under this policy for any expenses incurred which in the judgement of the Company are in excess of Usual and Customary Charges. **War** - means 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. **We, Us, Our** - means TATA CHARTIS General Insurance Company Limited. **You/Your/Yourself** - means the Insured Person(s) who is named in the Policy Schedule.

### **Definitions:**

**Emergency Evacuation** - means: (a) Your medical condition warrants immediate Transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; (b) after being treated at a local Hospital, Your medical condition warrants Transportation to the country where the Trip commenced to obtain further medical treatment or to recover; or (c) both (a) and (b) above. **Transportation** - means any land, water or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles. **Usual and Customary charges** - means a reasonable charge which is : 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the locality of the Provider. No payment will be made under this policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges