



## **CHARTIS Egypt Insurance Company S.A.E.**

### **SECTION A:**

### **OVERSEAS TRAVEL ACCIDENT – TRAVEL CARE**

***SPECIFIC PRODUCT NAMES - CLASSIC, EXECUTIVE, PREMIUM, ANNUAL MULTITRIP PREMIUM & FAMILY CARE***

Chartis Egypt Insurance Co. (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 named in the Policy Schedule and in reliance upon the statements contained in the Certificate of Insurance filled and signed by the Insured Person(s), 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 or the Schedule of Benefits.

This Policy will only be in force if the Policy Schedule is signed by a person we have authorized.

### **SECTION B: BENEFITS**

#### **1) ACCIDENTAL DEATH (24 Hours and/or Common Carrier)**

We will pay the amount shown in the Policy Schedule (Subject to Nil Deductible) if Injury to You results in loss of life. The loss must occur during the Trip within 180 Days from the date of the Accident that caused Injury.

#### **Disappearance:**

We will pay the benefit for Loss of Life if while on a Trip Your body cannot be located within 365 Days after the forced landing, stranding, sinking or wrecking of a conveyance in which You were a passenger or as a result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the Policy, that You shall have suffered loss of life within the meaning of the Policy

#### **Exclusions:**

**In addition to the General Exclusions listed in this Policy this coverage section shall not cover:**

1. Loss caused directly or indirectly, wholly or partly by:
  - a. infections (except phylogenetic 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 Injury which shall result in hernia.

## **2) PERMANENT TOTAL DISABILITY (24 Hours and/or Common Carrier)**

When as the result of Injury commencing within 365 Days from the date of the Accident You suffer a Permanent Total Disability, We will pay, provided such disability has continued for a period of 12 consecutive months and is total, continuous and Permanent at the end of this period, the amount shown in the Policy Schedule less any other amount paid or payable under the "Accidental Death" portion of this Policy as the result of the same Accident.

### **Definition:**

Permanent - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement.

**Permanent Total Disability** - means you are unable to engage in each and every occupation or employment for compensation or profit for which you are reasonably qualified by education, training or experience. If at the time of loss you are unemployed, Permanent Total Disability shall mean the total and permanent inability to perform all of the usual and customary duties and activities of a person of like age and sex.

### **The Disability considered total and permanent in the following cases:**

- Loss of sight in eyes, legs or feet, both arms or hands, one hand and one leg, one arm one foot ,one hand and one foot , one arm and one leg, loss of speech and hearing in both ears.

**Exclusions:** In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

1. Loss caused directly or indirectly, wholly or partly by:
  - a. infections (except phylogenic 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 Injury which shall result in hernia.

## **Part D: COVERAGE**

### **3) PERMANENT PARTIAL DISABILITY (24 Hours and/or Common Carrier)**

When as the result of Injury commencing within 365 Days from the date of the Accident You suffer a Permanent Partial Disability, We will pay, provided such disability has continued for a period of 12 consecutive months and is continuous and Permanent at the end of this period, a percentage as shown below if Injury to You results in one of the losses shown in the Scale below 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.

**Definition: Permanent** - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement.

<u>Upper Limbs</u>	<u>Percentage</u>
	<b>Right Left Complete</b>

**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**

<b>Complete loss of :</b> - Lower limb to above the knee - Lower	50 40 30
limb below the knee - Movement of the hip bone or the knee -	15 30
Movement of ankle - Movement of big toe	
<b>Partial amputation of foot including all toes</b>	

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**Fractures**

- Unhealed fracture in the leg - Unhealed fracture in the foot -	30 20 20
Unhealed fracture in the wrist - Unhealed fracture in the lower	25 10
jaw - Fracture in the rib accompanied by permanent deformity	
And functional disturbance	

**Deafness, limb shorting & Loss of Sight**

Complete deafness of one ear	Loss of one eye	Shortening of the	40	15	35
lower limb by at least 5 cm			15		

"Loss" with regard to:

- (a) hand or foot means actual severance through or above the wrist or ankle joints respectively;
- (b) eye means entire and irrecoverable loss of sight;
- (c) thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
- (d) Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

**Exclusions:**

**In addition to the General Exclusions listed in this Policy this coverage section shall not cover:**

1. Loss caused directly or indirectly, wholly or partly by:
  - a. infections (except phylogenic 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 Injury which shall result in hernia.

**4) ACCIDENT & SICKNESS MEDICAL EXPENSE**

We will pay the Usual and Customary Charges, subject to the Deductible shown in the Policy Schedule or the Schedule of Benefits, for Covered Medical Expenses incurred overseas by You which are not due to a Pre-existing Condition up to the maximum stated in the Policy Schedule or the Schedule of Benefits, for the treatment of an Injury or Sickness sustained by You under the circumstances described in the Hazard(H-3) during an Insured Journey while this Policy is in effect while this Policy is in effect.

**Limitations**

In no event will benefits continue to be provided by us for any Covered Medical Expenses incurred after the Expiration Date of the Policy or Your return to Egypt whichever is earlier. No benefits are payable for outpatient Covered Medical Expenses incurred after the Expiration date of the Policy.

However if, You are still confined in a Hospital overseas after the Expiration Date of the Policy, and Emergency Medical Evacuation is not appropriate or recommended by the Assistance Company, and continued treatment overseas as an Inpatient in a Hospital is Medically Necessary, we will continue to provide the benefits for Covered Medical Expenses incurred to the earlier of your Hospital Discharge or 60 Days after the Expiration Date of the Policy.

**Definition:**

**Covered Medical Expenses** - means reasonable charges which are: 1) not in excess of Usual and

Customary Charges; 2) not in excess of the maximum benefit amount payable per service as specified in the Policy Schedule or in the Schedule of Benefits; 3) made for services and supplies not excluded under the policy; 4) made for services and supplies which are a Medical Necessity; 5) made for services included in the Policy Schedule or in the Schedule of Benefits; and 6) in excess of the amount stated as a deductible, if any. Covered medical expenses will be deemed “incurred” only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

**Hospital Confined/Hospital Confinement** - means confined in a Hospital for at least 24 hours by reason of an Injury or Sickness for which benefits are payable.

**Intensive Care Unit** - means

- 1) A specifically designated facility of the Hospital that provides the highest level of medical Care; and 2) which is restricted to those patients who are critically ill or injured.

Such facility must be separate and a part from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement.

**Medical Emergency** - means the occurrence of a sudden, serious and unexpected Sickness or Injury. In the absence of immediate medical attention, a reasonable person could believe this condition would result in:

- 1) Death;
- 2) Permanent placement of the Insured's health in jeopardy;
- 3) Serious impairment of bodily functions; or
- 4) Serious and permanent dysfunction of any body organ or part.

Expenses incurred for “Medical Emergency” will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor injuries or minor sicknesses.

**Medical Necessity** - means those services or supplies provided or prescribed by a Hospital or physician which are:

- 1) Essential for the symptoms and diagnosis or treatment of the Sickness or Injury;
- 2) Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury;
- 3) In accordance with the standards of good medical practice;
- 4) Not primarily for the convenience of the Insured, or the Insured's Physician; and
- 5) The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being Hospital Confined means that: 1) the Insured requires acute care as a bed patient; and 2) the Insured cannot receive safe and adequate care as an outpatient. This policy only provides payment for services, procedures and supplies which in the judgment of

the Company are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical necessity, including any or all days of Hospital Confinement.

**Physiotherapy** - means any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage administered by a physician

**Surgery** -.Treatment of bodily injuries/illness/disorders/deformities/defects by Incisions or Shockwaves or Lasers , including therapeutic Endoscopes procedures requiring the professional services of a qualified surgeon and the use of an Operation Theatre for repair of injuries/diagnosis and /or cure of diseases and /or relief of suffering and /or prolongation of life.

**Hospital Room and Board Expenses** - 1) daily semi-private room rate when Hospital confined; and 2) general nursing care provided and charged for by the Hospital.

**Hospital Miscellaneous Expenses** - 1) while hospital confined; or 2) for pre-admission expenses for being Hospital Confined. Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests; x-ray examination; anesthesia; drugs (excluding take home drugs) or medicines; therapeutic services; and supplies.

**Surgical Treatment** -Physician's fees for Inpatient surgery.

**Anesthetist Services** – in connection with inpatient surgery.

**Physician's Visits** -when Hospital Confined. Benefits are limited to one physician's visit per

Day. Benefits do not apply when related to surgery.

**Diagnostic and Pre-admission Testing** - limited to routine tests such as: complete blood count; urinalysis; and chest x-ray. If otherwise payable under this policy, major diagnostic procedures

Such as: cat-scans; NMR's; and blood chemistries will be paid under the "Hospital Miscellaneous Expenses" benefit.

**Ambulance Service** – medical transportation fees and services.

**Exclusions:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

- 1 services, supplies, or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician; or
- 2 routine physicals or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician; or
- 3 elective, cosmetic, or plastic surgery, except as a result of an Injury caused by a covered Accident while Our Policy is in force; or
- 4 dental care, except as a result of Injury caused by Accident to Sound Natural Teeth while this Policy is in effect; or
- 5 expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails; or
- 6 the diagnosis and treatment of acne; or
- 7 deviated septum, including sub mucous resection and/or other surgical correction thereof; or
- 8 organ transplants that are considered experimental in nature; or
- 9 well child care including exams and immunizations; or
- 10 expenses which are not exclusively medical in nature; or
- 11 any expenses incurred in Egypt unless authorized and approved by Us in advance; or
- 12 eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing; or
- 13 treatment provided in a government Hospital or services for which no charge is normally made; or
- 14 mental, nervous, or emotional disorders or rest cures; or
- 15 pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; or
- 16 medical expenses covered under any workers' compensation or similar policy; or
- 17 Medical expenses incurred as the result of alcohol and/or drug abuse, addiction or overdose.

## **5) ASSISTANCE**

Assistance Company will provide the following services as described below.

**Medical Assistance** - As soon as the Assistance Company is notified of a medical emergency resulting from Your Accident or Sickness, the Assistance Company will contact the medical facility or location where You are located and confer with the Physician at that location to determine the best course of action to be taken. If possible and if appropriate, your family Physician will be contacted to help arrive at a decision as to the best course of action to be taken. The Assistance Company will then organize a response to the medical emergency, doing whatever is appropriate, including, but not limited to, recommending or securing the availability of services of a local Physician and arranging Hospital confinement of You where, in its discretion, deems such confinement appropriate.

**Medical Evacuation** - When, in the opinion of the Assistance Company's medical panel, it is judged

medically appropriate to move You to another location for treatment or return You to Egypt, the Assistance Company will arrange the evacuation, utilizing the means best suited to do so, based on the medical evaluation of the seriousness of Your condition, and these means may include air ambulance, surface ambulance, regular airplane, railroad or other appropriate means. All decisions as to the means of transportation and final destination will be made by the Assistance Company.

**Repatriation** - the Assistance Company agrees to make the necessary arrangements for the return of your remains to Egypt in the event you die while this service agreement is in effect as to you.

**Legal Assistance** - If you are arrested or are in danger of being arrested as the result of any no criminal action resulting from responsibilities attributed to You, Assistance Company will, if required, provide you with the name of an attorney who can represent you in any necessary legal matters.

**Lost Luggage or Lost Passport** - If you, outside Egypt, notify the Assistance Company that your luggage or passport has been lost, the Assistance Company will endeavor to assist you by contacting the appropriate authorities involved and providing direction for replacement.

**General Assistance** - the Assistance Company will serve as a central point for translation and communication for you during emergencies. The Assistance Company agrees to provide to you advice on contacting and using services available from consulates, government agencies, translators and other service providers that can help with travel problems. In addition, the Assistance Company will provide insurance coordination, verifying coverage of you, guaranteeing payment to the medical provider, based on confirmation of benefits, a charge to credit card(s) and coordinating the payments, documentation and translation to ease claim filing when you return to Egypt.

**Pre-Departure Services** - prior to Your departure, upon request the Assistance Company will provide hazard information about foreign locations, information about immunization requirements and passport or visa requirements, general information about weather and State Department and private service warnings about travel to certain locations. The Assistance Company will also arrange for special medical care en-route (i.e. dialysis, wheelchairs, etc.). Subject to receiving reasonable notice of this request.

**Emergency Travel Agency** - the Assistance Company agrees to provide you with 24 hour travel agency service for airline and hotel reservations. The Assistance Company will also arrange payment for your airline tickets and other travel services, using your credit cards. Prepaid ticket pickup at airline counters or ticket delivery by mail or courier will also be arranged by the Assistance Company for You.

**Emergency Cash Transfers and Advances** - the Assistance Company will arrange for cash payments to you through a variety of sources, including credit cards, hotels, banks, consulates and Western Union. The Assistance Company provides this service to supplement the facilities of your credit cards. Credit card transactions performed by the Assistance Company are subject to confirmed credit.

### **Disclaimer of Liability**

In all cases the medical professional or any attorney suggested by the Assistance Company shall act in a medical or legal capacity on behalf of you only. The Assistance Company assumes no responsibility for any medical advice or legal counsel given by the medical professional or attorney. You shall not have any recourse to the Assistance Company by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting there from.



You are responsible for the cost of services arranged by the Assistance Company on behalf of you or a covered Immediate Family Member. The Assistance Company will access this Policy and/or other insurance Policy benefits, to which you may be entitled, and/or your credit cards or other forms of financial guarantees provided by you, in order to facilitate payment for such services.

#### **6) BAGGAGE DELAY (Common Carrier)**

We will reimburse You for the expense of necessary personal effects, up to the maximum stated in the Policy Schedule or the Schedule of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than the Deductible shown on the Policy Schedule or the Schedule of Benefits from the time You arrive at the destination stated on Your ticket.

You must be a ticketed passenger on a Common Carrier. Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection.

#### **Definition:**

**Checked Baggage** - means a piece of baggage which was checked in and in the custody of a Common Carrier and for which a claim check has been issued to you by a Common Carrier.

#### **Limitation:**

If upon further investigation it is later determined that your baggage checked with the Common Carrier has been lost, any amount claimed and paid to you under the Baggage Delay Policy Section will be deducted from any payment due you under the Common Carrier Baggage Loss or Baggage/Personal Effects Policy Sections as applicable.

#### **Exclusion:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any Baggage Delay incurred in the Republic of Egypt.

#### **7) BAGGAGE LOSS (Common Carrier)**

We will pay benefits, in the case of permanent loss of an entire piece of Checked Baggage, held in the care, custody and control of a Common Carrier, due to theft or due to misdirection by a Common Carrier or due to non- delivery at its destination while You are a ticketed passenger on the Common Carrier under the circumstances described in a Hazard during the course of an Insured Journey. Benefits will only be payable in case of the loss of an entire piece of checked baggage, and not for damage to the luggage or partial loss of its contents.

We will reimburse you, subject to the Deductible and up to the maximum shown in the Policy Schedule or the Schedule of Benefits, for the cost of replacement of the entire baggage and its contents. All claims must be verified by the Common Carrier.

The maximum amount to be reimbursed per bag is 50%, and the maximum value per article contained in any bag is 10%, of the amount stated in the Policy Schedule or the Schedule of Benefits. There is also a combined maximum limit of 10% of the amount stated in the Policy Schedule or the Schedule of Benefits for the following: jewelry, watches, articles consisting in whole or in part of silver, gold or

platinum, furs, articles trimmed with or made mostly of fur.

Loss of a Pair/Set: (pair or set of articles is treated as one article e.g. a pair of earrings) In case of loss to a pair or set, we may elect to:

- (a) repair or replace any part, to restore the pair or set to its value before the loss; or
- (b) Pay the difference between the cash value of the property before and after the loss.

**Definition:**

**Checked Baggage** - means a piece of baggage which was checked in and in the custody of a Common Carrier and for which a claim check has been issued to you by a Common Carrier.

**Documented Loss** - means police or other local authority reports or documentation from the appropriate party responsible for the loss.

**Limitations:**

Benefits for Baggage Loss will be in excess of any amount paid or payable by the Common Carrier responsible for the loss.

Benefits for Baggage Loss will be in excess of all other valid and collectible insurance. If at the time of the occurrence of any loss there is other valid and collectible insurance in place, we will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable Deductible.

**Exclusions:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any Documented Loss and We will not be liable under this section for any:

- 1 excluded classes of property: animals, motor vehicles (including accessories), motorcycles, boats, motors, any conveyance, (except bicycles while checked as baggage with a Common Carrier), snow skis, household effects, antiques, electronic equipment such as computers (including software and accessories), personal data assistants or handheld computers, cellular phones, digital video disc player, compact disc player, video camcorder, eyeglasses or sunglasses, contact or corneal lenses, artificial teeth, bridges or prosthetic limbs, hearing aids, money, securities such as credit cards, debit cards, checks, traveler checks, membership cards, tickets or documents, business good or samples, data recorded on tapes, cards, discs or otherwise, musical instruments, perishables and consumables;
- 2 loss to property insured under any other insurance Policy, or otherwise reimbursed by a Common Carrier;
- 3 Loss of Your baggage sent in advance or souvenirs and articles mailed or shipped separately.

**8) EMERGENCY MEDICAL EVACUATION**

We will pay the Usual and Customary Charges up to the maximum shown in the Policy Schedule or the Schedule of Benefits for covered expenses incurred if Injury or Sickness results in your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by the Assistance Company or a Physician who certifies that the severity or the nature of Your Injury or Sickness warrants Your Emergency Evacuation.

Covered expenses are those for Transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with Your Emergency Evacuation. All Transportation arrangements made for evacuating you must be by the most direct and economical route possible. Expenses for Transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting you; and (c) arranged and authorized in advance by the Assistance Company.

**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.

## **9) HIJACKING**

We will pay You a distress allowance as shown in the Policy Schedule or the Schedule of Benefits for every 24 hour period during which any Common Carrier in which You are traveling has been Hijacked, where as a direct consequence, Your Trip has been disrupted up to a maximum amount stated in the Policy Schedule or the Schedule of Benefits subject to any applicable Deductible.

**Definition: Hijacked** - means the unlawful seizure or wrongful exercise of control of an aircraft or other Common Carrier, or the crew thereof, in which you are traveling as a passenger.

## **10) IN-HOSPITAL INDEMNITY**

We will pay a Daily Benefit for each Day You are an Inpatient in a Hospital due to Injury or Sickness subject to any applicable Deductible shown in the Policy Schedule, or the Schedule of Benefits that occurs outside the Republic of Egypt and commences while this Policy is in effect. The Period of Confinement must be Medically Necessary and recommended by a Physician. The total benefits provided for any One Period of Confinement are subject to the In-Hospital maximum shown in the Policy Schedule or the Schedule of Benefits.

### **Definitions:**

**Daily Benefit** - means the amount payable for each Day spent in the Hospital.

**One Period of Confinement** - means a Hospital confinement due to the same Injury or Sickness unless separated by at least 90 days.

**Period of Confinement** - means a period of consecutive Days of confinement as an Inpatient caused by an Accident, Injury, Disease or Sickness. However, successive confinements as an Inpatient caused by or attributable to the same Accident, Injury, Disease or Sickness are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least the number of days shown in the Policy Schedule or the Schedule of Benefits.

Only one Daily Benefit is provided for any one Day of confinement, regardless of the number of covered Accidents, Injuries, Illnesses or Sicknesses for which the confinement is required.

**Exclusions:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

- 1 hospitalization in Egypt; or
- 2 pregnancy and resulting childbirth, miscarriage or Disease of the female organs of reproduction;
- or
- 3 routine physical exams; or
- 4 elective, cosmetic or plastic surgery, except as a result of an Injury caused by a covered Accident while our policy is in force; or
- 5 Any mental, nervous or emotional disorders or rest cures.

**11) LOSS OF PASSPORT**

We will reimburse you, subject to any Deductible, if you lose your passport and incur necessary and reasonable expenses in connection with obtaining a duplicate or new passport up to the maximum stated in the Policy Schedule or the Schedule of Benefits. The Deductible if any shall apply to each insured event and shall be borne by you.

**Exclusions:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover and we will not be liable under this section for any:

- 1 loss or damage to passport due to delay or from confiscation or detention by customs, police or other authority;
- 2 theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
- 3 Loss or theft of passport left unattended by you unless located in a locked hotel room or apartment and an appropriate sized safety deposit box was not available.

**12) PERSONAL LIABILITY**

Property Damage: If a claim is made or a suit is brought against You for Property Damage caused by an Occurrence to which this coverage applies, We will pay up to the amount stated in the Policy Schedule or the Schedule of Benefits, subject to any applicable Deductible, for Our limit of liability for the damages for which You are legally liable.

**Medical Payments to Others:** We will pay the necessary medical expenses that are incurred or medically ascertained within one year from the date of an Accident causing Bodily Injury. Medical expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household. As to others, this coverage applies only if the Bodily Injury is caused by your activities.

**Definitions:**

**Business** -means trade, profession or occupation.

**Occurrence** - means an Accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the Trip, in Bodily Injury or Property Damage.

**Property Damage** - means physical injury to, destruction of or loss of use of tangible property.

**Residence Premises** - means the dwelling where you reside.

**Bodily Injury** - means bodily harm, Sickness or Disease, including required care, loss of services and death that result.

**Exclusions:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover and we will not be liable under this section for any:

- 1 liability which is expected by or intended for You; or
- 2 Liability arising out of or in connection with a Business engaged in by you. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the Business; or
- 3 liability arising out of the rental or holding for rental of any part of any premises by You; or
- 4 liability arising out of the rendering of or failure to render professional services; or
- 5 liability arising out of a premises, water craft or aircraft that is owned by, rented to or rented by You; or
- 6 liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles, all other motorized land conveyances, water craft or aircraft; or
- 7 liability arising out of the transmission of a communicable Disease by You; or
- 8 liability arising out of sexual molestation, corporal punishment, or physical or mental abuse; or
- 9 liability arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance or contraband as defined by the appropriate authority or the Federal Food and Drug Agency or equivalent or similar organization; or
- 10 liability under any contract or agreement; or
- 11 Property Damage to property owned by You; or
- 12 Property Damage to property rented to, occupied, or used by or in the care of You; or

13 Bodily Injury to any person eligible to receive any benefits voluntarily provided or required to be provided by You under any worker's compensation law, non-occupational disability law or occupational Diseases law, or similar law; or

14 Suits or legal actions arising from Your Immediate Family Member, or Traveling Companion or Immediate Family Member of a Traveling Companion against You.

### **13) REPATRIATION OF REMAINS**

We will pay benefits up to the amount stated in the Policy Schedule or Schedule of Benefits for covered expenses reasonably incurred to return Your body to Egypt if You die during a Trip. Benefits will not exceed the maximum shown in the Policy Schedule or the Schedule of Benefits. All Repatriation of Remains arrangements must be approved in advance by Assistance Company.

Covered expenses include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffins; and (d) transportation.

### **14) TRIP DELAY**

We will reimburse Reasonable Additional Expenses for Trip Delay, subject to the maximum shown in the Policy Schedule or the Schedule of Benefits, if Your Trip is delayed for more than 12 hours due to a Covered Hazard.

#### **Covered Hazards:**

Delay of a Common Carrier caused by Inclement Weather; or

Delay due to a Strike or other job action by employees of a Common Carrier scheduled to be used by you during Your Trip; or delay caused by Equipment Failure of a Common Carrier.

#### **Definitions:**

**Equipment Failure** - means any sudden, unforeseen breakdown in the Common Carrier's equipment that caused a delay or interruption of normal trips.

**Inclement Weather** - means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.

**Strike** - means any labor disagreement which interferes with the normal departure and arrival of a Common Carrier, and is defined as legal by the relevant authorities in the respective countries.

**Reasonable Additional Expense** - means any expenses for meals and lodging which were necessarily incurred as the result of a covered hazard and which were not provided by the Common Carrier or any other party free of charge.

#### **Exclusion:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any delay due to an insured Covered Hazard which was made public or known to you prior to the purchase of this Policy.

## **15) BAIL BOND**

We will pay bail bond costs you incur, as a result of false arrest or wrongful detention by any government or foreign power up to the amount stated in the Policy Schedule or the Schedule of Benefits.

### **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; or
- 2 any Pre-existing Condition or any complication arising from it; or
- 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; or
- 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.
- 5 being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
- 6 participation in an actual or attempted felony, riot, crime, misdemeanor, or civil commotion; or
- 7 operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft or Scheduled Airline; or
- 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; or
- 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.

- 1 any loss arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Act of Terrorism; or
- 2 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) or

3 the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or

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

5 congenital anomalies or any complications or conditions arising there from; or

6 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

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

8 any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or

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 Proposal and Declaration Form, 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 authorized 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. EFFECTIVE DATE:**

**a-Single Trip Insurance:** Your Policy will start on the Effective Date specified on the Policy Schedule provided it is countersigned by Us and the total premium has been paid. **B-Annual Multi Trip Insurance:** Your Policy will start on the latest of the Effective Date specified on the Policy Schedule, or the commencement of a Trip and the total premium has been paid.

**3. RENEWAL CONDITIONS:** This Policy will terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in the Certificate of Insurance and Schedule, whichever is earlier.

This Insurance is non-renewable, not cancelable and not refundable while effective. Cancellation of the Policy may be done only prior to the Effective Date stated in the Policy Schedule and will be subject to deduction of cancellation charge of 20% from the net premium.



This Insurance 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.

1 **TERRITORY:** This Policy applies to incidents anywhere in the world outside Egypt unless limited by us through endorsement.

¶ **5. 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.

¶ **6. 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.

¶ **7. 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.

2 **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.

¶ **9. TIME FOR FILING CLAIM FORMS AND EVIDENCE:** Completed claim forms and written evidence of loss must be furnished to us within thirty (30) 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.

¶ **10. 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 10 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.

3 **PAYMENT OF CLAIM:** All claims under this Policy that is payable to the you shall be paid in Egyptian currency.

4 **MEDICAL EXAMINATION:** We, at Our own expense, shall have the right and opportunity to examine You through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the tendency of a claim hereunder, and also the right and opportunity to obtain a post mortem examination report of Your body as permitted by law. Your or your estate's compliance with the need for such examination report is a condition precedent to establishing liability under the Policy.

5 **COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

6 **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.

¶ **15. 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.

7 **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.

8 **Choice of Law:** This Policy will be governed by the law of the Arabic Republic of Egypt. Any disputes will be dealt with by the Egyptian courts.

## **SECTION E: GENERAL DEFINITIONS**

We use certain words in this Policy and Policy Schedule, which have a specific meaning and are shown under the heading of General Definitions in the Policy. They have this meaning wherever they appear in the Policy or Policy Schedule and are shown with an initial capital letter. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice-versa in both cases.

**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 organization(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.

**Assistance Company** -as shown in the certificate of insurance.

**Common Carrier** -means any civilian land or water conveyance or Scheduled Aircraft in each case operated under a valid license for the transportation of passengers for hire.

**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.

**Eligible Children** - means named dependent children including adopted and step children of the Insured Person between Ages six (6) months and eighteen (18) years (twenty three (23) years if attending as a full time student an accredited Institution of Higher Learning) who are unmarried, who permanently reside with the Insured Person, and receive the majority of maintenance and support from the Insured Person.

**Eligible Family** - means the Insured Person and/or the Insured Person's Spouse and/or, the Insured Person's Children

**Hospital** - means a medically recognized establishment

- 1 that holds a valid license (if required by law) to practice medicine, and
- 2 the primary function of which is to provide for the care and treatment of sick or injured persons, and
- 3 that has a staff of one or more Physicians actually available on the premises at all times, and
- 4 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
- 5 that has organized diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and
- 6 is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.

**Immediate Family Member** - - means an Insured Person's legal spouse; siblings; siblings-in-law; parents; parents-in-law; legal guardian, ward; step-parents; who reside in Egypt

**Injury** -means bodily Injury caused solely, independently and directly by Accident (as defined in the Policy) and occurring during the Trip.

**Inpatient** - means a person: (a) who is confined in a Hospital as a registered bed patient; and (b) for whom at least one Day's room and board is charged by the Hospital.

**Insured Journey**- means any journey undertaken during the Trip which commences when the passenger boards the aircraft for onward overseas journey and terminates when he disembarks on return to Egypt or the Expiration date whichever is earlier.

**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 with minimum age of 3 months up to Age 75 maximum who resides permanently in Egypt, or eligible Spouse and/or Eligible Children named in the Policy Schedule as being eligible to become insured under this Policy and for whom an individual Certificate of Insurance for insurance has been received and approved by us.

**Land/Sea Arrangements** -means pre-paid travel arrangements for a scheduled tour, trip or cruise included within the description of covered Trips on the Certificate of Insurance and arranged by a tour operator, travel agent, cruise line or other organization. . **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 insurance certificate, 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.

**Proposal and Declaration Form** - means the basis of this Policy and is deemed to be attached and which forms a part of this Policy.

**Professional Sports** -means a sport, which remunerates a player in excess of 50% of his or her income as a means of their livelihood.

**Scheduled Airline** -means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

**Serious Injury or Sickness** - means Injury or Sickness certified as being dangerous to life by a legally qualified Physician.

**Sickness** - means illness first manifested and contracted during the Trip and commencing after the Effective Date of the Policy Schedule.

**Single Trip Insurance** - means the Trip specified on the Certificate of Insurance and Policy Schedule for which the Effective Date and Expiration Date are specified on the Certificate of Insurance and Policy Schedule.

**Sound Natural Teeth** - means natural teeth that are unaltered or are fully restored to their normal function and are Disease-free, have no decay and are not more susceptible to Injury than unaltered natural teeth.

**Spouse** - means your legal husband or wife, who is between the Ages of 18 and 70 years old, and is living in your residence.

**Traveling Companion** - means up to two (2) named person(s) who is/are booked to accompany you on the Trip.

**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.

**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 CHARTIS Egypt Insurance Co...

**You/Your/Yourself** - means the Insured Person(s) who is named in the Policy Schedule.

## **SECTION F: SCOPE OF COVERAGE: Hazard H-3**

### **24-HOUR PROTECTION**

#### **(Insured Journey Only)**

The hazards described in this Hazard H-3 apply only to those Insured Persons who are within a class to which this Hazard applies as stated in the Policy Schedule or the Schedule of Benefits.

### **DESCRIPTION OF HAZARDS**

Such insurance as is afforded to an Insured Person to which this Hazard H-3 applies, shall apply only to Injury sustained by such Insured Person during the course of an Insured Journey.

Such Insured Journey shall be deemed to have commenced when the Insured Person leaves his residence or place of regular employment for the purpose of going on such Insured Journey, whichever last occurs, and shall continue until such time as he returns to his residence or place of regular employment, whichever first occurs.

Such insurance includes such Injury sustained during such Insured Journey while the Insured Person is riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting

from any civilian aircraft having a current and valid Airworthiness Certificate, and piloted by a person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft. Provided that this Hazard H-3 shall not apply while such Insured Person is riding in any civilian aircraft other than as expressly described herein, unless previously consented to in writing by us.

**Exclusion:**

In addition to the General Exclusions listed in this Policy this Hazard-3 shall not cover any loss, fatal or non-fatal, caused by or resulting from travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by this Policy, and any aircraft while it is being used for any Specialized Aviation Activity (ies).

**Hazard H-6**

**COMMON CARRIER**

We will pay the Principal Sum shown in the Policy Schedule or the Schedule of Benefits if Injury to You results in loss of life while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any Common Carrier provided that, this Hazard shall not apply while You are riding in or on, or boarding or alighting from, any civilian aircraft that does not hold current a valid Airworthiness Certificate and is piloted by a person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft.

The term "Airworthiness" certificate used in this Hazard shall mean the standard Airworthiness Certificate issued by the aviation agency or the governmental authority having jurisdiction over civil aviation in the country of its registry.

**SECTION G: HOME SECURE POLICY – BURGLARY:  
GENERAL DEFINITIONS**

In this policy certain words or terms have the specific meanings set out below wherever they appear *italicised* and in Initial Capitals. Where *we* have used the singular person this shall also include the plural and the male gender shall also include the female gender, where the context so admits. *Business or Business purposes* means any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.

*Burglary* means an act involving the unauthorized entry to or exit from *Your Home* or attempt thereof by unexpected, forcible, visible and violent means, with the intent to commit an act of *Theft*.

*Benefit Sum Insured* means and denotes the amount of cover available under each *Benefit* as stated in the *schedule* (and, where appropriate, as more particularly described and limited per item insured in any annexure to the *Schedule*). This is the maximum amount that *we* will pay for each and every claim and in all under that Benefit, subject always to the *Sum Insured*.

*Contents* means the following not used for *Business* or *Business Purposes*, so long as they are owned by *you* and/or *Your Family* and/or *You* or *Your Family* are legally responsible for them:

- 1) Household goods, such as furniture, fixtures, fittings, home appliances and interior decorations and items of like nature.
- 2) Personal effects such as clothes and other articles of personal nature likely to be worn used or carried but excluding money, jewelers and valuables.

*Domestic Staff* means any person employed by *you* solely to carry out domestic duties associated with *Your Home*, but does not include any person employed in any capacity in connection with any *Business*, trade or profession.

*Family, they or they* means *You*, *Your* spouse, *your* children, *your* parents, and any other persons who:

- 1) Are and continue to be normally resident with *you*, and
- 2) Not paying a commercial rent

“Fungi” means any type or form of fungus, including but not limited to, all forms of mold or Mildew, and any my co-toxins, spores, scents, vapors, gas, or substance, including any byproducts, produced or released by “fungi”.

*Home* means *your* private residence as shown in the *Schedule* which is used or occupied solely for domestic purposes by *you* and/or *Your Family* and/or *Your Domestic Staff* whether owned by *you* or *Your Family* or otherwise.

*Market Value* means the value at which property insured could be replaced with one of the same kind, type, age and condition.

*Period of Insurance* means the period of time stated in the *Schedule* for which the policy is valid and operative. *Schedule* means the sheet/s containing the description of items insured, as stated in the *policy* and any annexure attached to and forming part of this *policy*.

*Sum Insured* means the amount stated in the *Schedule* which is the most that *we* will pay during the *Period of Insurance*.

*Theft* means an act of directly or indirectly and illegally permanently depriving *You* and / or *Your Family* of the possession of the contents by any person by violent or forceful means or otherwise.

*Unoccupied* means *Your Home* that remains unoccupied by *you* and/or *Your Family* for more than Ninety (30) consecutive days.

*We* or *Us* or *Our* means the CHARTIS Egypt Insurance Co.

*You*, *Your* or *yourself* means the person named in the *Schedule* as the policy holder.

## **GENERAL CONDITIONS**

These terms and conditions have general application to this *Policy* as a whole, and they apply regardless of the number of Benefits that are operative under this *Policy*. Please note that each Benefit may have additional terms and conditions that are specific to that Benefit, and these additional terms and conditions will be listed within the Benefit under the heading “Special Conditions” which would apply in addition to the General Conditions stated herein.

## **1 Reasonable Care**

All reasonable steps, safeguards and precautions to avoid any injury, loss or damage that might result in a claim under this *Policy* or otherwise must be taken by *You* and/or *Your Family* and/or *Your Domestic Staff*, and *You* and/or *Your Family* shall exercise reasonable care in employing *Domestic Staff* or other employees or contractors to work in *Your Home*.

## **2 Notification of Claims**

If an event occurs that may give rise to a claim under this *Policy*, or there are circumstances that are likely to give rise to a claim, *you* must:

- a) Inform *us* immediately and, in any case by way of written intimation (against a receipt from *us*) or by registered post not later than 7 days from the occurrence of the loss or the event giving rise to the claim. *Our* address is:

Chartis Egypt Insurance Co. 26<sup>th</sup> Floor Nile City Towers, northern tower

- b) Provide *Us* with all relevant information, documentation and details of items lost, damaged or destroyed along with their values, and also any other assistance that *We* may reasonably require to enable *Us* or independent surveyors or *Our* representatives to investigate any claim and/or to establish to *Our* reasonable satisfaction that a loss of the amount stated has occurred under this *Policy*. Specifically in the case of the notification of a circumstance likely to give rise to a claim, *you* shall also give *us* reasons for the anticipation of a claim with full particulars including dates and the persons involved.
- c) Preserve any damaged property so that it may, at *our* discretion, be inspected and examined by independent surveyors or *our* representatives.

D) In case of actual or attempted *Burglary* *you* must in addition to a), b) and c) above:

- i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that *You* intend to claim for and forward a copy of that written complaint, the First Information Report and/or Final Report to *Us*, and
- ii) Take all practicable steps to apprehend the guilty persons and to recover any property lost, and iii) protect the remaining property from further damage as per General Condition 1 above, and
- iv) Within 7 days supply *us* with an inventory of damaged or stolen property detailing the



quantity, age, description, actual cash value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate *your* claim.

- e) In case the event or circumstance to be notified involves any form of legal process, *you* must in addition to a), b), c) and d) above:
  - i) immediately send *Us* every written notice or information of any verbal notice of a claim, and ii) immediately send *Us* any writ, summons, or other legal process issued or commenced against *You*, and
  - iii) permit *Us* to take over the control and conduct of the defense, pursuit or settlement of any claim and provide *Us* or *Our* representatives with such cooperation and assistance as may be required for that purpose, and
  - iv) Not, without *our* prior written consent, incur any costs, admit liability for or attempt to settle, make any admission, offer any payment or otherwise assume any contractual obligation with respect to any legal action or threat of legal action.

### **Basis of Loss Settlement**

If *you* make a claim under this *Policy* that *we* accept for payment, then the basis upon which *we* shall calculate the payment due to *you* and make payment shall be as follows:

- a) In the event of a total loss of an item, *We* will pay *You* the *Market Value* of the item (or, if not readily available, then an item of equivalent but not better quality) as it existed immediately before the occurrence of the loss, less salvage value but limited nevertheless to the *Benefit Sum Insured* or the limit as stated in the *Schedule*. However, *we* may instead (alone or with other Insurers), in *our* sole and absolute discretion, reinstate, replace or repair the property or premises lost or any part thereof, but only to the extent and in the manner that circumstances permit.
- b) In the case of damage to an item:
  - i) If it is reasonably capable of repair, reinstatement, renewal or refurbishment then *our* payment to *you* will reflect *your* reasonable costs of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this *Policy*.
  - ii) If the cost of replacement, repair, reinstatement, renewal or refurbishment of any item is equal to or exceeds the value of the lost or damaged item immediately before the occurrence of the damage, then *We* will pay *You* the value of the item as it existed immediately before the occurrence of the loss or damage, less salvage value but limited nevertheless to the *Benefit Sum Insured* or the limit as stated in the *Schedule*.
- c) *We* will only pay *you* in Egypt and in Egyptian Rupees subject to *your* having established to *our* reasonable satisfaction that the replacement, reinstatement, repair, renewal or refurbishment has been effected by *you*.
- d) *We* shall not make any payment for the cost of any enhancements, alterations, additions and/or

improvements.

- e) We shall not make any payment for more than 20% of the *Benefit Sum Insured* of “Benefit: Burglary” in respect of any one item.
- f) If you have any other insurance(s) that would cover a claim under this Policy, or would cover that claim but for the existence of this Policy, then Our payment to you will represent a rate able proportion of the claim.
- g) Under no circumstances will our liability to make payment exceed the Sum Insured under any particular benefit per claim and in the aggregate.

### **Change in Circumstances**

We have granted cover in reliance on the information that *you* have provided in *your* proposal, which is the basis of this contract and shall be considered incorporated into it. Accordingly, *you* must notify *us*, immediately, of any change in the information contained in *your* proposal or any other material change in *your* circumstances, including but not limited to, the following:

- a) Change of address.
- b) Structural alteration to *Your Home*.
- c) Expectation or knowledge that *Your Home* will be *Unoccupied*.
- d) Act of insolvency on *your* part or that of *Your Family*.
- e) Any police caution for or charge in respect of any offence under, other than a driving

Offence. This *Policy* will not respond to any claim unless prior written notice (duly acknowledged by *us*) of any material change has been given to *us* and *you* have paid *us* any additional premium due, if any.

### **5 Frauds**

If you or anyone acting on your behalf put forward any claim under this Policy knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall be void in its entirety and be of no effect whatsoever and all claims that you may have made for an indemnity under it shall be forfeited.

### **6 Dispute Resolutions**

If any dispute or difference shall arise as to the quantum to be paid under this *Policy* (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by *You* and *Us* jointly. If there is no agreement upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the

dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

## **7 Compliance with Terms and Conditions**

*You* and/or *Your Family's* and/or *Your Domestic Staff's* compliance with the terms and conditions of this *Policy*, insofar as these require anything to be done by *You* and/or by *Them* or complied with by *You* and/or *Them*, is a condition precedent to *Our* liability. In the event of any breach, *we* may repudiate any liability for *your* claim.

## **8 Your Special Rights & Duties**

*You* shall represent all persons insured under this *Policy* as to:

- a) The giving and receiving of any notice of cancellation.
- b) The receipt of any endorsements to this *Policy*.
- c) The payment of premium and receipt of return premium.
- d) The acceptance of any other notices or communications under or in respect of this *Policy*.

## **9 This *Policy* does not cover**

any consequential loss or loss, destruction, damage or *Bodily Injury* due to:

- 1 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war rebellion, revolution insurrection mutiny, military, or usurped power, seizure, capture, arrests, restraints and detentions of all kings, princes and people of whatever nation, condition or quality what so ever;
- 2 Ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission)of nuclear fuel;
- 3 Nuclear weapons material;
- 4 Willful act by *You, Your Family, Domestic Staff*.
- 5 **Terrorism Damage Exclusion Warranty** Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes 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.

For the purpose of this Endorsement 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 organization(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.

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.

6. "Fungi", Wet or Dry Rot, or Bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria. Whenever "fungi", wet or dry rot, or bacteria occur, the fungi, wet or dry rot, or bacteria and any resulting loss is always excluded under this policy, however caused. In addition, there is no coverage to test for, monitor, clean up, remove,

## **BENEFIT: BURGLARY**

### **1) What We Will Cover**

We will pay *you* for the loss and damage caused by *Burglary* and/or attempted *Burglary* to:

- a) The *Contents* of *Your Home* up to the *Benefit Sum Insured*.

### **2) What We Will Not Cover**

We will not make payment to *you* under this Benefit:

- a) If the loss or damage occurs while *Your Home* is *Unoccupied for more than 30 days*.
- b) If *You* and/or *Your Family* and/or *Your Domestic Staff* are directly and / or indirectly in any way involved in or concerned with the actual or attempted *Burglary*.
- c) For any loss or damage to livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, unset precious stones, jewelers, valuables, ATM or credit cards (unless previously specifically declared to and accepted by *Us*).
- d) For the first EGP 500/-of each and every claim under this Benefit.
- e) Under and for any interest in the property insured which has come into existence subsequent to this *Policy* having come into effect.