

TRAVEL

Air Arabia

**Master Policy Number:
ATL-03-AAA-102-18-02**

Underwritten by



AtlantaSanad
ASSURANCE

La vie nous rapproche

**Endorsement
COVID-19 Extension**

Please note that this Endorsement shall attach to and form part of the Policy Wording for policies purchased from **15th September 2020**.

Definition:

COVID-19	Refers to an infectious disease caused by severe acute respiratory syndrome corona virus 2 (SARS-Cov-2), exclude any mutation or variation of SARS-CoV-2
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All terms defined and references construed in the Policy shall have the same meaning and construction in this Endorsement. As part of this Endorsement, the following clause have been added in the Policy Wording:

Section 2 (a): Accidental and Sickness Medical Reimbursement**Conditions applicable to Section 2 (a):**

1. Prior to and during the Trip, the Insured Person must adhere to any travel restrictions or regulations implemented by both country of departure and Country of Arrival. This Endorsement shall not be provided in the event the Insured Person fails to observe this clause.
2. This Endorsement shall be nullified if You are diagnosed with Covid-19 at the airport of Country of Arrival. We will cover the compulsory government approved hospitalization or quarantine and the medical treatment if You have been diagnosed with Covid-19. For Government approved institutional quarantine, we cover a maximum rate of USD 100 per day inclusive of applicable taxes up to a maximum of fourteen (14) days from the quarantine check-in date. Home quarantine or self-isolation is not covered. We do not cover quarantine expenses if the Country of Arrival have mandated a compulsory quarantine upon arrival regardless Your Covid-19 test result.
3. USD 20,000 sublimit applies for any claim related to COVID-19 under this Section.

Except as provided above, all other terms and conditions of the Policy shall remain unchanged and continue to be binding on the Policyholder.

In the event of any other terms and conditions of the Policy which are contrary to the terms provided in this Endorsement, the latter shall prevail.

Tune Protect Travel - Air Arabia (Inbound)

INTRODUCTION

This Policy Wording applies in accordance to the plan You have purchased. It contains details of the coverage, conditions, restrictions and exclusions and shall form the basis on the Policy. Please read the Policy Wording carefully to understand the coverage and applicable sections based on the plan purchased to ensure that the same suits Your requirements and needs best.

1. Your travel insurance Policy

- 1.1. This travel insurance provides coverage for specified events that occur during and in connection with Your **Trip**.
- 1.2. If You have purchased a **Return Trip Policy**, **You** are covered up to a maximum of ninety (90) days (the start and end dates are set out in **Your Travel Insurance Certificate**). All **Trips** must begin and end in the **Country of Departure**. **You** must purchase this travel insurance before **You** travel out of **Country of Departure**
- 1.3. If You have purchased a **Single Trip Policy**, the coverage will cease after three (3) days following the start date mentioned on Your **Travel Insurance Certificate**.
- 1.4. **24-hour Emergency Medical Assistance** - Please let Us know immediately about any serious **Illness** or injury that happens abroad where **You** have to go to hospital or **You** may have to return **Home** early or extend Your stay due to such incident. If **You** are unable to inform **Us** immediately because the condition is life, limb, sight or organ threatening, **You** should contact **Us** as soon as **You** are able to. **You** must also tell **Us** if **Your** medical expenses exceed US\$250. If **You** are claiming for a minor **Illness** or injury, **You** should, where possible, pay the costs and claim for reimbursement of the money from **Us** when **You** return. **You** can call our 24-hours a day, 365 days a year or email **Us** as below:-
Middle East: +971 4 4203920
Indian Subcontinent: +911244688488
Europe / North Africa: +441786310605
Email: hello.airarabia@tuneprotect.com
- 1.5. **Emergency Repatriation** - If **our** medical advisers believe that it would be in **Your** medical interest to bring **You** back to **Your Home** or to a hospital in **Your Home** country, **You** will normally be transferred by a regular airline or road ambulance. Where medically necessary in very serious or urgent cases, **We** will use an air ambulance. **We** will consult the treating **doctor** and **our** medical advisers first. If **You** need to go **Home** early, the treating **doctor** must provide a certificate confirming that **You** are fit to travel. Without this certificate, the airlines can refuse to carry any sick or injured person.

2. Premiums and Payments

- 2.1. Once premiums are paid, this **Policy** cannot be cancelled, and premiums paid are not refundable.
- 2.2. The premiums are as shown on Your travel itinerary.
- 2.3. **Confirmation of payment** - We will contact hospitals or doctors abroad and provide a guarantee to pay their fees, provided Your claim falls within the scope and coverage of this **Policy**.

3. Law

- 3.1 This contract will be governed by the law and regulations of Morocco.
- 3.2 The Company issuing the insurance **Policy** may vary from one country to another country. For full details of the issuing insurance Company please refer to **Your** insurance certificate.

4. Contact Us

- 4.1 For **Claims** and **Enquiries**, **We** are happy to assist **You** at:

Middle East	Indian Subcontinent	Europe / North Africa
AMA GLOBAL UAE Level 41, Emirates Towers Sheikh Zayed Road, Dubai, UAE P.O Box 31303	Asia Medical Assistance Pvt Ltd C/o Privat Hospital 4th Floor, DLF city II, MG Road Gurgaon Haryana, India 122002	AMA Assistance GmbH C/o Regus Vienna Le Palais Herrengasse 1-3, 2nd floor 1010 Wien, Austria
Telephone: +971 4 4203920	Telephone: +911244688488	Telephone: +441786310605
Email: hello.airarabia@tuneprotect.com		
<u>Assistance Company:</u> AMA GLOBAL UAE Level 41, Emirates Towers Sheikh Zayed Road, Dubai, UAE P.O Box 31303		<u>Company:</u> Atlanta L'assureur qui vous offer toujours 181, Bd d'anfa Casablanca. Maroc

- 4.2 **You** can contact **Us** at any time for assistance. Please provide **Us** all relevant information and **our** experienced co-ordinators will assist **You** accordingly. Please make sure **You** have details of **Your Policy** before **You** contact **Us** to ensure that **We** can assist **You** effectively.

GENERAL INFORMATION

1 Contract of Travel Insurance

This **Policy** Terms and Conditions together with the **Travel Insurance Certificate** forms the basis of **Your** contract of insurance. It contains certain conditions and exclusions in each section and general conditions and exclusions applying to all the sections. **You** must meet these conditions or **We** may not accept **Your** claim. **The Policy, once purchased, cannot be cancelled and there shall be no refund applicable.**

2 Eligible Persons

All passengers of Air Arabia aged from two (2) to seventy-five (75) years and Senior Citizens aged from seventy-six (76) years to eighty-five (85) at the time of booking an Air Arabia flight and the applicable premiums had been fully paid.

* All individuals aged from seventy-six (76) years to eighty-five (85) years old are allowed to purchase the Senior Citizen Plan only.

3 Health

Your insurance contains conditions that related to **Your** health and the health of other related persons who may not be traveling with **You** but whose medical information may be of importance to **Us**. **We** also do not cover medical problems that **You** or **Your** related persons have or had before the commencement of this coverage.

4 Rejection of Claim

If a **Theft** resulting in claim occurs as a result of **Your** carelessness, **We** may not pay **Your** claim.

5 Excess

There are sections of this insurance where **You** are required to pay the first part of any claim ("**Excess**"). This **Excess** amount is shown in the **Travel Insurance Certificate** under each applicable section.

6 No Liability/Restriction

We are not liable to make any payment for any liability under any Benefit Section of this **Policy** or make any payment under any extension for any loss or claim arising in, or where **You** or any of **Your** beneficiary under the **Policy** is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this **Policy** and/or **Us**, its parent **Company** or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting **Us** to provide insurance coverage transacting business with or otherwise offering economic benefits to **You** or any other beneficiary under the **Policy**. It is further understood and agreed that no benefits of payments will be made to any beneficiary (ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this **Policy** and/or **Us**.

7. More information?

If **You** have any questions about this **Policy** or **You** would like more information, please email **Us** at hello.airarabia@tuneprotect.com. **We** are committed to respond to **Your** enquiry as soon as possible.

8. Data Disclosure

By executing this application or by entering into this contract of Insurance, the **Insured Person** consents to the Company processing data relating to the **Insured Person** for providing insurance products and services, legal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to the **Insured Person**.

The **Insured Person** consents to the Company making such information available to authorised third parties including but not limited to any Group Company, those who provide products or services to the Insurer or any Group Company, and regulatory authorities, within and outside the **Insured Person's** country of domicile.

Tune Protect Travel - Air Arabia

Policy Terms & Conditions

This insurance plan is offered exclusively to individuals who purchase flights (hereinafter referred to as the “**Insured Persons, You, Your**”) from Air Arabia via www.airarabia.com

Schedule of Benefits

Coverage is afforded as follows:

Benefits Limits		Platinum Plan (USD) (02 to 75 Years)	Gold Plan (USD) (02 to 75 Years)	Senior Citizen (USD) (76 to 85 Years)
Section 1: Personal Accident Benefit				
1 (a)	Accidental Death and Permanent Disablement	USD 20,000	USD 20,000	USD 7,500
Section 2: Medical Benefits				
2 (a)	Accidental and Sickness Medical Reimbursement	Up to USD 50,000	Up to USD 50,000	Up to USD 30,000
2 (b)	Follow up Treatment in Home Country	Up to USD 3,000	Up to USD 3,000	Up to USD 1,000
2 (c)	Hospital Allowance	USD 300 (50/Day)	USD 300 (50/Day)	USD 300 (50/Day)
2 (d)	Compassionate visit due to Hospitalisation / Death of Insured Person	Up to USD 300	Up to USD 300	N/A
Section 3: Evacuation and Repatriation Benefits				
3 (a)	Emergency Medical Evacuation	USD 20,000 (Subject to Medical Reimbursement Benefit Limit)	USD 20,000 (Subject to Medical Reimbursement Benefit Limit)	USD 10,000 (Subject to Medical Reimbursement Benefit Limit)
3 (b)	Repatriation of Mortal Remains			
Section 4: Travel Inconvenience Benefits				
4 (a)	Loss of Travel Documents	Up to USD 300	N/A	Up to USD 100
4 (b)	Loss of Personal Money	Up to USD 300		Up to USD 100
4 (c)	Travel Delay	Up to USD 200 (USD 50 / 4 Hours)		Up to USD 100 (USD 25 / 4 Hours)
4 (d)	Missed Departure (Public Transport)	Up to USD 200 (USD 50 every 6 Hours)		Up to USD 100 (USD 25 every 6 Hours)
4 (e)	Travel Curtailment	Up to USD 3,000		Up to USD 1,000
Section 5: Baggage Benefits				
5 (a)	Baggage Delay	Up to USD 200 (USD 50 / 6 Hours)	N/A	Up to USD 100 (USD 25 / 6 Hours)
5 (b)	Loss or Damage of Baggage and Personal Effects	Up to USD 1,000 (Any One Item USD 100) (Valuable Item USD 300)		Up to USD 500 (Any One Item USD 100) (Valuable Item USD 200)
Section 6: Other Travel Related Benefits				
6 (a)	Home Away Protection	Up to USD 1,000	N/A	Up to USD 500
6 (b)	Mugging	Up to USD 100		Up to USD 100
Section 7: 24/7 Emergency Assistance		Included	Included	Included

5% Excess is applicable for all sections except section 2 (a).

Free coverage is afforded for one (1) accompanying named Infant per Insured Person for Sections 1A, 2A, 3A & 3B. Benefits applicable are ten percent (10%) of the Limits.

Tune Protect Travel - Air Arabia

Whereas the **Insured Person** has applied for the insurance hereinafter contained and has paid the premium as consideration for such insurance and a copy of the **Tune Protect Travel - Air Arabia Certificate of Insurance** has been issued, the **Insurers** agree to insure individuals who purchase flight(s) (hereinafter referred to as the “**Insured Person**”) from **Air Arabia PJSC.**, (hereinafter referred to as “**Air Arabia**”) against loss covered by this Master Policy (hereinafter referred to as the “**Policy**”) as set out herein and subject always to the exclusions, provisions and terms contained in the **Policy**.

Definitions and Interpretation

Wherever the following words or phrases appear in this **Policy**, they will always have the meanings shown under them.

Accident / Accidental	means a sudden and unforeseen event caused by something external and visible, which results in physical bodily injury, leading to total and permanent loss of sight, total and permanent loss of use of a limb or permanent disablement or death, within a year of the incident.
Adventure Activity(ies)	refers to all forms of martial arts boxing, wrestling, aerobatics flying, sky surfing, wing suit flying, base jumping, cliff jumping, cliff diving and/or coastering. Expedition to generally inaccessible and remote areas of a country or areas previously unexplored, American football, all forms of rugby, aussie rules and the likes, heli-skiing, rock or snow or ice or alpine climbing performed solo, freestyle or climb without ropes and all forms of solo climbs, sailing or yachting offshore and any organized sporting holiday and any other activities that require a degree of skill and involves exposure to risk.
Air Ticket (also known as seats purchased under Air Arabia’s e-ticketing system)	refers to any air ticket(s) issued in Your name by Air Arabia for a journey as mentioned in the itinerary (the electronic acknowledgement generated upon an internet purchase).
Area of Coverage	a) Coverage is limited to that within the geographical limits of Air Arabia’s Countries of Destination . b) If You depart on any Public Transport to travel outside Air Arabia’s Countries of Destination , insurance coverage will suspend upon Your check-in for that out-bound flight, however, coverage will resume upon Your check-out at immigration upon returning to an Air Arabia’s Countries of Destination , provided the period is still within the Policy period stated on Your Travel Insurance Certificate c) Travel Inconvenience Benefits coverage is limited only to Air Arabia flights or, as may be arranged by Air Arabia, within the Air Arabia’s Countries of Destination .
Business Associate	refer to any person who works at Your place of business and who, if You were both away from work at the same time for one or more days, would prevent the effective continuation of that business.
Certificate of Insurance	means a certificate which is issued by Us to You after payment of the applicable premium has been made and received by Us .
Chartered Flights	means air conveyance organized by the travel agent for travel on regular and published routes for a period of 1 month or more and is licensed by the government authority having jurisdiction for scheduled transportation of individuals who travel as fare paying passengers.

Common Carrier	refer to any registered operator, who is licensed with the local government and provides regular scheduled transportation services for individuals who travel as fare paying passengers in vehicles as listed below: airport limousine, bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train.
Countries of Destination	means all countries of destination serviced by Air Arabia.
Country of Arrival	refers to country where the Insured Person's Scheduled Flight is destined to depart to.
Country of Issuance	refer to the country where Your first outbound Air Arabia flight will begin within the Geographical Areas .
Customary Charges	means an expense which is charged for medical / hospital treatment, supplies or services medically necessary to treat the Insured Person's condition; it should not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and should not include charges that would not have been make if no insurance was procured.
Departure Point	refer to the airport where Your journey from Your Home country to Your destination begins and where the final part of Your journey back to Your Home country begins.
Epidemic	means a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region. For example, SARS/ Swine Flu (H1N1) / Bird Flu.
Excess	means the deduction We will make from the amount otherwise payable under this Policy for each Insured Person , for each section, for each claim incident.
First Departure Date	refers to the date of departure shown on Insured Flight Schedule.
Geographical Areas	means: - a) coverage is limited to within the geographical limits of Air Arabia's Countries of Destination . b) If You depart using any Public Transport to travel outside Air Arabia' Countries of Destination , insurance coverage will suspend as soon as You check-out from the Countries of Destination . However, the coverage will resume as soon as You check into the immigration point of the Countries of Destination provided the period is still within the Policy period stated on Your Travel Insurance certificate. c) Travel Inconvenience benefits coverage is limited only to Air Arabia or as may be arranged by Air Arabia, within the Air Arabia's Countries of Destination .
Home	means Your usual place of residence in Morocco .
Incoming Connecting Flight	refers to Air Arabia flight taken by the Insured Person from first point of departure and had purchased Tune Protect Travel - Air Arabia.
Infant	refers to a child, who is between the ages of fourteen (14) days to two (2) years at the First Departure Date of the Schedule Flight. The covered Infant receives coverage under Sections 1A, 2A, 3A & 3B. Benefits applicable are ten percent (10%) of the Limits.
Onward Connecting Flight	refers to Schedule flight by any license airline booked by the Insured Person for their onward journey after disembarking from the Incoming Connecting Flight .
Pandemic	means an outbreak of infectious disease, which meets the following criteria set by World Health Organisation (WHO), that spreads through population across a large region or worldwide. (i) Emergence of a disease new to a population. (ii) Agents infect humans, causing serious Illness . (iii) Agents spread easily and sustainably among humans.

Partner	refers to a person whom You have lived with for 6 months or more, unless accepted by Us in writing, who is either Your spouse, common law spouse, civil Partner , boyfriend or girlfriend.
Permanent Total Disability	means a disability which prevents You from working in any and every job and which persists continuously for at least 12 months from the date of occurrence. And, at the end of those 12 months, is in our medical advisor's opinion, such conditions are not going to improve.
Personal Belongings and Baggage	means each of Your suitcases, trunks and similar containers (including their contents) and articles worn or carried by You (including Your Valuables).
Policy	means this document and Policy Schedule.
Physician	A legally licensed practitioner acting within the scope of his license practicing medicine and concerned with maintaining or restoring human health through the study, diagnosis, and treatment of disease and injury. The attending Physician must not be: (a) You and/or (b) Your Relative .
Pre-existing Medical Condition	refers to a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a <u>two (2)</u> year period preceding the Policy effective date, or a condition for which hospitalization or surgery was required within a <u>five (5)</u> year period preceding the Policy effective date.
Public Transport	using rail, bus, coach, scheduled aircraft or ferry services to join the booked holiday.
Relative	means husband, wife, partner, grandparent, grandchild, parent, parent-in-law, brother, sister, son, daughter, fiancé or fiancée.
Resident	A person who has their main Home in Morocco and has not spent more than six (6) consecutive months abroad during the year before the Policy was issued.
Return Trip	this gives You coverage to travel to places within the Geographical Areas provided that You purchased a return Air Arabia flight ticket up to ninety (90) days or the period of insurance shown in the Travel Insurance Certificate .
Scheduled Flight	refers to commercial flights scheduled by Air Arabia, it being always understood that Air Arabia has at all times the requisite and valid licenses or similar authorisations for scheduled air transportation and landing rights for fare paying passengers as issued by the relevant authorities in the country in which it operates, and that in accordance with such authorisation, maintain and publish schedules and tariffs for passenger service between named airports. Furthermore, Scheduled Flights shall comply with the ABC World Airways Guide. In addition, Departure Times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.
Sickness / Illness	means any noticeable change in the physical health of an Insured Person that requires the care of a Physician acting within the scope of his license to treat the Sickness for which the claim is made, and the nature of the Illness is not excluded from this present Policy .
Single Trip	this gives You coverage to travel to places within the Geographical Areas provided that You purchased a one-way Air Arabia flight ticket. The Single Trip insurance will expire three (3) days following disembarkation of the Air Arabia flight from Your Country of Departure or the date of return to Your Country of Departure , whichever is earlier.
Travelling Companion	refers to any person that has booked to travel with You on Your Trip .

Trip	refers to Your holiday or journey within countries of the geographical area starting at the time that You leave Your address in the Country of Departure or from the start date shown on Your Travel Insurance Certificate, whichever is later. The end of Your Trip is defined as the date that You return to the Country of Departure or at the end of the period shown on Your Travel Insurance Certificate, whichever is earlier. Coverage for Trip Cancellation benefit starts twenty-four (24) hours following the time that You pay the insurance premium. Note: traveling in Excess of the Trip limits will invalidate the whole Policy. Special Note: Irrespective of how long You buy cover for, it ends when You return to Your Country of Departure.
Third Party Assistance / TPA	refers to a third-party company appointed by Tune Protect to administer Emergency Assistance, Claims, Customer Service and any other related assistance.
Valuables	means photographic, audio, video and electrical equipment of any kind (including CDs, MDs, DVDs video and audio tapes), telescopes and binoculars, antiques, jewelry, watches, leather goods, animal skins, silks, precious stones, articles made of or containing gold, silver or platinum.
Professional Sports	refers to any sports engagement by You, where You could earn income or remuneration by participation.
Travel Documents	refers to passport, visa, identification card or driving license which is required during Your Trip
Theft	refers to permanent loss or damage of belongings where: - there is physical evidence of a break-in of a premise. - the belongings are taken without Your consent.
War	means any 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, Company	refers to the Company providing the insurance coverage as stated in the Certificate of Insurance .
You, Your, Insured Person	refers to each person insured and named in the Travel Insurance Certificate attached to this document purchased and have paid the appropriate premium.

SECTIONS OF INSURANCE

SECTION 1 - PERSONAL ACCIDENT BENEFITS

In the event of an **Accident** happening during the **Trip**, if the **Insured Person** suffers bodily injury which results in his death or disablement, the **Company** will, subject to the exclusions, limitations, provisions and terms of the **Policy**, pay compensation as provided in the Table of Compensation below: -

Table of Compensation		
	Events	Percentage of Amount of Benefit
1	Accidental Death	100%
2	Total and irrecoverable loss of sight of an eye or both eyes	100%
3	Permanent loss of use of one or both limbs	100%
4	Total and irrecoverable loss of sight of one eye and loss of use of one limb	100%
5	Permanent Total Disablement, other than loss of sight or limb	100%

Provided that: -

(1) such death or disablement occurs within one hundred and eighty (180) calendar days immediately after the date of **Accident** causing such death or disablement;

the maximum compensation for which the **Company** shall be liable in respect of one **Insured Person** is 100% of the Amount of Benefit specified for Personal **Accident** Benefits as detailed in the Insurance Coverage Plan.

Exposure and Disappearance Extension

When, by reason of an **Accident** covered by this **Policy**, the **Insured Person** is unavoidably exposed to the elements and, as a result of such exposure, suffers death or disablement for which benefit is otherwise payable hereunder, such death or disablement shall be covered under this **Policy**.

If the body of the **Insured Person** has not been found within one (1) year after disappearance, sinking or wrecking of the conveyance in or on which the **Insured Person** was traveling at the time of the **Accident**, it will be presumed that the **Insured Person** suffered death resulting from bodily injury caused by an **Accident** at the time of such disappearance, sinking or wrecking, and the **Company** shall forthwith pay the benefit under this **Policy** provided the person or persons to whom such benefit is paid to shall give an undertaking to refund such sum to the **Company** if the **Insured Person** is subsequently found to be alive.

SECTION 2 – MEDICAL BENEFITS

SECTION 2 (A) – ACCIDENTAL AND SICKNESS MEDICAL REIMBURSEMENT

The Company will indemnify the Insured Person up to the maximum limit for Medical Reimbursement as specified in the Schedule of Benefits subject to an Excess of USD Fifty (USD50.00) only per claim for Medical Expenses provided that:

- (a) initial treatment for an **Accident** or **Sickness/Illness** received during the **Trip**; and
- (b) all expenses must be incurred within thirty (30) days after the expiry date stated in the Certificate of Insurance issued to the Insured Person under this Policy.

In the event of hospitalisation, **You** or treating Hospital must contact the Medical Emergency Assistance representative appointed by the Company within 24 hours of admission. The **Insured Person** or treating hospital must receive an acknowledgement or approval in writing from the Emergency Assistance.

Emergency Assistance may grant advance payment to the Hospital on a case to case basis.

SECTION 2 (B) – FOLLOW UP TREATMENT IN HOME COUNTRY

The maximum sum payable for Medical Expenses for follow-up treatment incurred in Home Country must be within thirty (30) days from the expiry date of the respective Tune Protect Travel - Air Arabia and not exceeding six per centum (6%) of the limit as specified for Medical Reimbursement in the Schedule of Benefits. The amount is a sub-limit of the aggregate total payable Benefit Amount under the Schedule of Benefits for Medical Reimbursement.

Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending Physician for the treatment of the injury which include the following:-

- (a) the services of a **Physician**;
- (b) hospital confinement and use of operating room;
- (c) anaesthetic (including administration), X-ray examinations or treatments, and laboratory tests;
- (d) drugs, medicines, and therapeutic services and supplies;

SECTION 2 (C) – HOSPITAL ALLOWANCE

If the **Insured Person** suffers from a disability during the **Trip** which requires admission as an in-patient in a hospital overseas and such admission is medically necessary, **We** will pay for every day of admission at and up to the amount as specified for Hospital Allowance in the Schedule of Benefits and subject to the Medical Reimbursement limit specified in 2(A).

SECTION 2 (D) – COMPASSIONATE VISIT DUE TO HOSPITALISATION / DEATH OF INSURED PERSON

In the event that the **Insured Person** is hospitalised overseas for more than five (5) days as a result of **Accident** or **Sickness** sustained whilst on the **Trip** and his medical condition forbids evacuation, **We** will pay for the reasonable travel fare (economy air travel or first class rail travel) and hotel accommodation expenses necessarily incurred by one **Relative** or one friend to visit and stay with the **Insured Person**, as recommended by a **Physician**, up to the maximum limit as specified for Compassionate Visit Due to Hospitalisation in the Schedule of Benefits.

Or;

In the event that the **Insured Person** suffers from death whilst on the **Trip**, **We** will pay for the reasonable travel fare (economy air travel or first class rail travel) and hotel accommodation expenses necessarily incurred by one **Relative** or one friend to assist with the **Insured Person's** repatriation and burial or cremation at the location of death.

This Policy will only pay for either one claim under Section 2 (D) (i) – Compassionate Visit Due to Hospitalisation OR (ii) Compassionate Visit Due to Death of Insured Person but NOT BOTH.

Special Conditions Applicable to Section 2(A), 2(B), 2(C), and 2(D)

The **Company** is not liable to pay: -

- (1) costs for medical care except that prescribed by a **Physician** or which is delivered by a recognised Hospital;
- (2) for any loss which is directly or indirectly, in whole or in part, due to:-
 - (a) Civil or Foreign **War**, whether declared or not;
 - (b) The effect of drugs, medication or treatment not prescribed by a **Physician**;
 - (c) The influence of alcohol characterised by a blood alcohol level of the **Insured Person** equal to or superior to that fixed by the laws regulating the use of automobiles;
 - (d) Suicide, attempt suicide or intentionally self-inflicted injury;
 - (e) The **Insured Person's** participation in any competition involving the use of motorised land, water or air vehicle;
 - (f) The **Insured Person's** participation in any professional sports;
 - (g) The **Insured Person** riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm³.

- (h) The **Insured Person** flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an airline Company or which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes;
 - (i) The **Insured Person's** active service in any of the armed forces of any nation;
 - (j) The participation or involvement of the **Insured Person** in a criminal act;
 - (k) The **Insured Person's** practice or utilization, either as pilot or passenger, of a sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.
 - (l) Any **Adventurous Activity (ies)**.
- (3) the **Company** is not liable for expenses incurred: -
- (a) for medical care incurred in **Home** Country except as provided in the Medical Expenses described above;
 - (b) **Pre-Existing conditions**;
 - (c) Pregnancy and its consequences and its related medical treatments;
 - (d) mental or emotional disorder
 - (e) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
 - (f) cosmetic surgery, apart from reconstructive surgery in consequence of a covered **Accident**;
 - (g) follow-up non-medical treatment of any kind resulting from an **Accident** or **Sickness**, psychoanalytical treatment, stays in rest **Homes**, physiotherapy and detoxification;
 - (h) ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury from a covered **Accident**, which makes usage medically necessary;
 - (i) care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
 - (j) non-emergency medical check-ups;
 - (k) vaccinations and their complications.
 - (l) taxes, fees and charges by the government of the Country of Destination.

SECTION 3 – EVACUATION AND REPATRIATION BENEFITS

SECTION 3(A) – EMERGENCY MEDICAL EVACUATION

In the event that an **Insured Person** requires evacuation in a medical emergency due to an **Accident** or **Sickness** occurring during the **Trip**, Emergency Travel Assistance must be contacted immediately to approve the emergency evacuation and organize for an emergency medical transport to the nearest medical facility within the same territory that is adequately equipped to treat **Insured Person's** medical condition. The type of transportation will depend on the availability and the gravity of **Insured Person's** condition.

In the event that medical repatriation is necessary, Emergency Travel Assistance must be contacted immediately to approve and organize **Insured Person's** repatriation back to **Insured Person's** home or habitual residence in the **Home** country. Alternatively, Emergency Travel Assistance will arrange for the resumption of the **Insured Person's** interrupted **Trip** as far as it is practical to do so, subject to the cost of repatriation and subject to maximum limit as specified for Emergency Medical Evacuation & Repatriation in the Schedule of Benefits.

SECTION 3(B) – REPATRIATION OF MORTAL REMAINS

In the event of death of the **Insured Person** due to an **Accident** or **Sickness** during the **Trip**, Emergency Travel Assistance will organise the repatriation of his mortal remains back to his habitual residence in the **Home** country subject to the maximum limit as specified for Repatriation of Mortal Remains in the

Schedule of Benefits. The process of burial, embalming, casket and ceremonies are **NOT** covered in the repatriation coverage unless it is mandated by legislation or regulation.

No claim is payable under Section 3(A) & 3(B) in the event the **Accident, Sickness or Death** of the **Insured Person** arises from **Adventure Activity (ies)**.

This Policy will only pay for EITHER ONE claim under Section 3(A) - Emergency Medical Evacuation OR Section 3(B) – Repatriation of Mortal Remains but NOT BOTH.

SECTION 4 – TRAVEL INCONVENIENCE BENEFITS

SECTION 4 (A) – LOSS OF TRAVEL DOCUMENTS

In the event the **Insured Person's** passports, travel tickets and other relevant **Travel Documents** are lost as a result of robbery, burglary, **Theft** or natural disaster during the **Trip**, the **Company** will reimburse the **Insured Person** up to the limit as specified for Loss of **Travel Documents** in the Schedule of Benefits for actual cost of obtaining replacement passports, travel tickets and other relevant **Travel Documents** lost as well as any reasonable travel expenses, communication expenses, hotel or hostel accommodation that are necessarily incurred to replace such lost documents.

Provided always that:-

- (a) the **Insured Person** shall exercise reasonable care for the safety and supervision of the documents; and
- (b) any loss of passport must be reported to the police having jurisdiction at the place of loss within 24 hours of the discovery of loss.

Special Exclusion to Section 4(A) – Loss of Travel Documents

The **Company** shall not be liable for any taxes, fees and charges by the government of the Country of Destination.

SECTION 4 (B) – LOSS OF PERSONAL MONEY

The **Company** will reimburse the **Insured Person** up to the limit as specified for Loss of Personal Money in the Schedule of Benefits for actual loss of cash, bank or currency notes, travellers checks, postal or money orders during the **Trip** provided that: -

- (a) the items are within the **Insured Person's** control or custody at all times; and
- (b) the items must not be left unattended; and
- (c) such loss is reported to the police having jurisdiction at the place of loss **immediately** but in no case, be later than 24 hours after the incident. Any claim must be accompanied by written documentation from the Police.

Special Exclusion to Section 4(B) – Loss of Personal Money

The **Company** shall not be liable for any loss of cash, bank or currency notes, traveller's cheques, postal or money orders kept in the **Insured Person's** baggage checked-in with a **Common Carrier** or due to any forced entry or break-in at **Your** hotel, hostel or accommodation during **Your** stay or foreseeable entry abroad.

SECTION 4(C) – TRAVEL DELAY

In the event the **Insured Person's** Scheduled Flight is delayed for at least four (4) consecutive hours from the original scheduled time specified in the itinerary supplied to the **Insured Person**, and this delay is due to inclement weather, equipment failure or industrial action by any employee of Air Arabia, the **Company** will pay the **Insured Person** USD Fifty (USD50.00) only for the first four (4) consecutive hours of delay,

followed by further sum of USD Fifty (USD50.00) for every four (4) consecutive hours of delay thereafter, up to the maximum limit as specified for Travel Delay in the Schedule of Benefits.

The period of delay shall be calculated from the original scheduled departure time of the Scheduled Flight until the commencement of the first available alternative flight offered by Air Arabia. A letter from Air Arabia or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

Special Exclusions applicable to Section 4(C) – Travel Delay

The Company shall not be liable for any loss arising from:-

- (a) the failure of the **Insured Person** to check-in according to the itinerary supplied to him/her.
- (b) the failure of the **Insured Person** to obtain written confirmation from Air Arabia or its handling agents of the number of hours delayed and the reason for such delay.
- (c) strike or industrial action of companies/carrier involving other than Air Arabia and already in existence on the date the **Trip** is arranged.
- (d) the late arrival of the **Insured Person** at an airport (except for late arrival caused by a strike or an industrial action).
- (e) Arising from cancellation or rescheduling of the **Scheduled Flight** unless due to natural disaster or equipment failure.
- (f) any travel insurance purchased within four **(4) hours** from the First Scheduled Departure Time as stated in the **Insured Person's** ticket or travel itinerary.

SECTION 4(D) – MISSED DEPARTURE (PUBLIC TRANSPORT)

The **Company** will reimburse up to the overall limit shown in the **Schedule of Benefit**, for **Customary Charges** for necessary accommodation, telephone calls, meals and local public transportation incurred by the **Insured Person** cannot reach the original **Departure Point** at the recommended time of his Insured Journey on either the outward or return journey, because public transportation services fail or the vehicle in which the **Insured Person** is travelling is involved in an Accident or break down.

Special Conditions applicable to Section 4(D) Missed Departure (Public Transport)

1. The **Insured Person** must allow enough time to arrive at his original **Departure Point** at or before the recommended time;
2. The **Insured Person** must get confirmation of the reason for the delay and duration it lasts from the appropriate authority.

Special Exclusions applicable to Section 4(D) Missed Departure (Public Transport)

The **Company** shall not be liable for any claim as a result of strike or industrial action that the **Insured Person** is aware of prior to the booking of his **Trip**.

This Policy will only pay for EITHER ONE claim under Section 4(C) – Travel Delay OR Section 4(D) – Missed Departure (Public Transport) but NOT BOTH.

SECTION 4(E) – TRAVEL CURTAILMENT

The **Company** shall reimburse the **Insured Person** up to the maximum limit as specified for Travel Curtailment in the Schedule of Benefits for any unused and non-refundable portion of the **Air Ticket** or cancellation / administration charges if at the time of scheduled departure the Insured has to curtail his **Trip** to return directly to **Home** country due to the occurrence of any of the following events:-

- (a) Hospitalisation of the **Insured Person** due to Serious **Illnesses** or serious **Accidental** bodily injury;
- (b) Emergency Medical Evacuation of the **Insured Person** by Emergency Travel Assistance.

- (c) Death of **Insured Person's** immediate **Family Member**;
- (d) Hospitalisation of **Insured Person's** immediate **Family Member** which requires the presence of the **Insured Person**.

Coverage under this section is effective only if coverage is incepted before the **Insured Person** becomes aware of any circumstances which could lead to the disruption of the **Trip**.

Special Exclusions applicable to Section 4(E) – Travel Cancellation / Curtailment

The **Company** shall not be liable for any loss resulting directly or indirectly (in whole or in part) from:

- (i) criminal acts committed by the **Insured Person**;
- (ii) **War**, riot, popular movements, terrorist acts;
- (iii) **pre-existing medical conditions**;
- (iv) any effect of a source of radioactivity;
- (v) pollution;
- (vi) **Epidemics**;
- (vii) **Pandemic**;
- (viii) natural catastrophes;
- (ix) climatic events such as lack of snow, etc;
- (x) for any loss, which is or will be compensated by Air Arabia;
- (xi) taxes, fees and charges by the government of the Country of Departure / Country of Destination;
- (xii) insurance premium;
- (xiii) cost of airfare, tour, hotel accommodation that **You** had paid on behalf of other people.
- (xiv) Cancellations made by the Airline

Section 5 – Baggage Benefits

Section 5(A) – Baggage Delay

The company will pay the **Insured Person** USD Fifty (USD50) for every six (6) complete hours whereby Your checked-in baggage is delayed, misdirected or temporarily misplaced by Air Arabia from the time of Your arrival at the scheduled destination abroad till the time You received Your baggage. The maximum amount payable is up to the limit specified in the Schedule of Benefits.

Special Conditions applicable to Section 5(A):

- (i) Only one (1) claim can be submitted per **Scheduled Flight** regardless of the number of baggage; and
- (ii) If a baggage is shared among several **Insured Persons**, a claim for the said baggage can only be made by one (1) **Insured Person**.

Special Exclusions applicable to Section 5(A) – Baggage Delay

We will not pay for claims in respect of:

1. Baggage delay not immediately reported to Air Arabia.
2. Confiscation or detention by customs, immigration and/or public authorities.
3. **Your** failure to obtain a written confirmation from Air Arabia or their handling agents on the actual date and time of baggage delivery.

SECTION 5(B) – LOSS OR DAMAGE OF BAGGAGE AND PERSONAL EFFECTS

The **Company** will indemnify the **Insured Person** for up to the maximum limit as specified for Loss or Damage of Baggage and Personal Effects in the Schedule of Benefits subject to the limit of USD One Hundred (USD100.00) per item and USD Three Hundred (USD300.00) per valuable item only, per one **Insured Person**, per **Scheduled Flight** taken, in consequence of:

- (a) a **Theft** or damage due to **Theft** or any attempted **Theft**;

(b) loss or damage to the **Insured Person's** baggage and personal effects which includes suitcases, trunks, hand baggage as well as their contents, whether checked in or hand carried, caused by Air Arabia. Provided that these items must travel together with the **Insured Person** during the **Scheduled Flight**.

The basis of indemnity shall be either the lesser of the cash value of the items equivalent to: -

- (i) the original cash value of the items less depreciation; or
 - (ii) the cost of replacement of a similar make and model; or
 - (iii) the cost of repair of the items,
- as determined by the sole discretion of the **Company**.

Where any item consists of articles in a pair or set, the **Company** shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have a part of such pair or set. The **Company** may at its option elect to either repair or replace any part, to restore the pair or set to its value before the loss or pay the difference between the cash value of the loss or damage of covered baggage and personal effects before and after the loss.

All jewellery, articles consisting in whole or in part of silver, gold, or platinum objects made with precious materials, precious stones, pearls, watches, articles trimmed with or made mostly of fur, portable photographic, cinematographic, computer or telephone equipment, equipment for the recording of sound or pictures and its accessories, are only covered against **Theft** if such item or equipment are physically carried along personally by the **Insured Person** for the **Scheduled Flight** or during the **Trip**.

Special Exclusions applicable to Section 5(B) – Loss or Damage of Baggage and Personal Effects

(a) This insurance does not cover: -

- 1. animals
- 2. automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment
- 3. contraband or illegal goods
- 4. documents, identity papers. Credit and payment cards, transport tickets, cash, stocks and securities
- 5. equipment for professional use
- 6. eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges
- 7. toiletries, cosmetics of any kind
- 8. accessories of any kind including fashion accessory
- 9. films, tapes, cassettes, cartridges or discs, pen-drive, memory card and the like
- 10. hand-held mobile telephones, pagers, portable computer equipment including personal digital assistance and its accessories
- 11. keys
- 12. musical instruments, objects of art, antiques, collector's items, furniture
- 13. perishables and consumables
- 14. ski sets, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except whilst checked in as baggage
- 15. any taxes applicable for items claim.

(b) The **Company** shall not be liable for any loss or damage resulting from: -

- 1. breakage or brittle or fragile articles, cameras, musical instruments, radios and such similar property
- 2. confiscation or expropriation by order of any government or public authority
- 3. criminal acts
- 4. gradual deterioration or wear and tear

5. insects or vermin
6. inherent vice or damage
7. transportation of contraband or illegal trade
8. seizure whether for destruction under quarantine or custom regulations.

The **Company** shall not be liable for any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Insurance, be insured by any other insurance **Policy** or policies otherwise reimbursed / replaced by Air Arabia.

This Policy shall NOT pay for 5(A) – Baggage Delay and 5(B) – Loss or Damage of Baggage at the same time for any one Scheduled Flight with the exception that if the Baggage was later found damaged or loss upon receipt of Baggage.

SECTION 6 – OTHERS TRAVEL RELATED BENEFITS

SECTION 6(A) – HOME AWAY PROTECTION

If **Your** place of residence in **Your Home** country is left vacant while **You** are on a **Trip** and **You** suffer physical loss or damage to **Your** household contents, personal **Valuables** and personal effects belonging to **You** and individuals who reside permanently with **You** due to burglary, **We** will pay up to the maximum number of days of coverage and the amount specified in the Schedule of Benefits but always subject to the following:

- (a) the burglary occurred during the period of coverage as stipulated in Certificate of Insurance
- (b) **You** must provide a police report to evidence the occurrence that indicates the incident happened within the period of insurance in order for **Us** to pay the claim; unless **You** are legally incapable of doing so; and
- (c) in no event, will **We** pay for more than the replacement cost of the covered household content, personal **Valuables** and/or personal effects.

For the purpose of **Home** Away Protection, personal effects shall refer to items of valuable clothing, handbags, belts, shoes and pens

Basis of settlement

For any loss covered under this benefit, **We** shall be entitled at **our** sole discretion to repair, reinstate, or replace the household contents, personal **Valuables** and personal effects lost or damaged as the case may be.

In cases where **We** replace any household contents, personal **Valuables** and personal effects, replacement may:

- (a) be a different model;
- (b) be made by a different manufacturer;
- (c) not include the identical features and functions; or
- (d) be of like kind and quality.

Special Exclusions applicable to Section 6(C) – Home Away Protection

For purposes of **Home** Away Protection, **We** will not pay benefits for a loss due to or expenses incurred for:

- 1) losses that occur when **Your** travel duration is less than two (2) days
- 2) losses to cover household contents which **You** carried with **You** during the **Trip**;
- 3) losses that are due to events other than burglary, including but not limited to fire, smoke, lightning, wind, water, flood, landslide or other acts of god;
- 4) losses due to or related to a nuclear, biological or chemical event;
- 5) property that is insured under any other insurance **Policy** unless its coverage does not extend to cover such loss or damage covered in this **Policy**;

- 6) property that is covered under a guarantee or warranty unless the loss or damage is not otherwise covered;
- 7) motor vehicle equipment and accessories when not attached to the motor vehicles (including communication devices solely for use in the motor vehicle);
- 8) cash, bank and currency notes, cheques, travellers cheques, money orders, postal orders, postage stamps, securities, negotiable instruments of any kind, bullion, rare or precious coins, documents or tickets of any kind, unset gemstones; and
- 9) livestock, pets, animals, plants or other living creatures.
- 10) any taxes applicable for items claimed

SECTION 6(B) – MUGGING

We will pay up to the amount specified in the Schedule of Benefits if **You** are violently assaulted attacked while withdrawing funds from an automatic teller machine (ATM) or within half an hour (1/2) thereafter during the **Trip**.

GENERAL EXCLUSIONS APPLICABLE TO ENTIRE POLICY

This Insurance does not cover: -

- (1) payment which would violate a government prohibition or regulation;
- (2) death or injury directly or indirectly occasioned by **War**, invasion, act of foreign enemy, hostilities or Warlike operation (whether **War** be declared or not), mutiny, civil **War**, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by **our** under the order of any government or public or local authority;
- (3) delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
- (4) any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
- (5) the **Insured Person** which is below the age of two (2) or over the age of eighty-five (85) (calculated since last birthday as at the date the insurance was purchased);
- (6) members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
- (7) during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Air Arabia;
- (8) any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear or nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
- (9) any **Pre-Existing Condition**;
- (10) suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the **Insured Person** to him/herself whether sane or insane;
- (11) treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related **Accident**;
- (12) pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
- (13) psychosis, mental or nervous disorders or sleep disturbance disorders;
- (14) cosmetic or plastic surgery or any elective surgery;
- (15) any congenital defect which has manifested or was diagnosed before the **Policy** commencement date;
- (16) any form of dental care or surgery unless necessitated by injury caused by the **Accident** covered under the **Policy** to sound and natural teeth;
- (17) routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, **Illness** or injury, or any related treatment
- (18) Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this **Policy**, the definition of AIDS shall be that used by the World Health Organisation in 1987, or subsequent revision by the World Health Organisation of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immune Deficiency Virus (HIV) or antibodies to such Virus);
- (19) any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry;

- (20) driving or riding in any kind of race involving motorized vehicles;
- (21) late arrival of the **Insured Person** at the airport for the **Scheduled Flight** after the official check-in time;
- (22) failure of the **Insured Person** to take reasonable measure to protect, save or recover lost luggage;
- (23) failure of the **Insured Person** to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a property irregularity report;
- (24) engaging practicing or participating in sport in a professional capacity or when an **Insured Person** would or could earn income or remuneration from engaging in such sport;
- (25) investigation which is not medically necessary, or convalescence, custodial or rest care;
- (26) any loss, injury, damage or legal liability suffered or sustained directly or indirectly by an **Insured Person** if that **Insured Person** is: -
 - (a) a terrorist;
 - (b) a member of a terrorist organisation; or
 - (c) a purveyor of nuclear, chemical or biological weapons;
 - (d) a narcotics trafficker.
- (27) Any cancellations made by the Airline
- (28) any loss resulting directly and indirectly (in whole or in part) from:
 - (a) **Pandemic**
 - (b) **Epidemic**

GENERAL CONDITIONS APPLICABLE TO ENTIRE POLICY

(1) Entire **Policy**

This **Certificate of Insurance** contains terms and conditions for the Insurance Coverage and benefits provided herein which shall always be subject to the terms and conditions of the Master **Policy**.

(2) Observance of Insurance Terms and Conditions

The due observation and fulfilment of terms and conditions of this **Certificate of Insurance** in so far as they relate to anything to be done or complied with by the insured or any claimant under this **Certificate of Insurance** shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.

(3) Misrepresentation and Non-Disclosure of Material facts in Application

The benefits shall not be payable and the **Policy**, at the option of the **Company**, shall be considered voidable in the event: -

- (a) there is a failure to disclose or misrepresentation of any fact with respect to the **Insured Person** that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability; and/or
- (b) in all cases of fraud.

(4) Alterations

The Company reserves the right to amend the terms and provisions of the Policy and may at any time be amended and changed by written agreement between the Company and Air Arabia. Any amendment to the Policy shall be binding on all persons whether insured under the Policy prior to, during, or after the effective date of the amendment. No alteration in the Policy shall be valid unless approved by an authorised representative of the company and such approval be endorsed herein.

(5) Currency of Payment

Payment of any claim covered under this Policy shall be made in US Dollar currency or its equivalent in any other currency at the prevailing rate of exchange as declared by the Central Bank of the Insurance Company at the time of effecting payment if so required by the Insured Person or his permitted legal personal representatives.

(6) Local applicable Taxes (TAX)

All amounts expressed to be payable under this Insurance contract by the Insured Person to Company which (in whole or in part) constitute the consideration for any insurance services for TAX purposes are deemed to be exclusive of any TAX which is chargeable on that Insurance services, and accordingly if TAX is or becomes chargeable on any services made by Company to Insured Person under this contract and Company is required to account to the relevant tax authority for TAX on that services, that Insured Person must pay to Company (in addition to and at the same time as paying any other consideration for such services or at the point the TAX becomes due to be paid by Company if earlier) an amount equal to the amount of that TAX (and Company must promptly provide an appropriate TAX invoice to that Insured Person where so required to by law).

Where this Insurance contract requires the Insured Person to reimburse or indemnify the Company for any cost or expense, the Insured Person shall reimburse or indemnify (as the case may be) Company for the full amount of such cost or expense, including such part thereof as represents TAX, save to the extent that such Company reasonably determines that it is entitled to credit or repayment in respect of such TAX from the relevant tax authority.

In relation to any services made by Company to Insured Person under this Insurance contract, if reasonably requested by the Insured Person, Company must promptly provide the Insured Person with details of Company TAX registration and such other information as is reasonably requested in connection with the Insured Person's TAX reporting requirements in relation to such insurance service.

(7) Compensation Limit

The compensation limit is that expressed in the Schedule of Benefits.

(8) Country of Residence

Coverage provided to the Insured Person is subject to either their residence in Morocco or for non-Residents, to their travel through Morocco or to their transit through Morocco Airport.

(9) Ages

All ages referred to in this Policy shall be the age of the Insured Person at his last birthday.

(10) Notice and Procedures of Claims

- (a) Upon the happening of any event which may give rise to a claim, the **Insured Person** shall: -
 - (i) notify the **Company** in writing as soon as possible but not later than thirty (30) days after any event which may give rise to such claim by filling up the claim form as provided by the **Company**;
 - (ii) within Ninety (90) days of filing of claims, furnish to the **Company** in writing, at the **Insured Person's** own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, **Insured Person's** statements, reports and any other documents as the **Company** may require and shall be in such form and of such nature as the **Company** may prescribe.
 - (iii) produce for the **Company's** examination pertinent documents at such reasonable times and shall co-operate with the **Company** in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.
- (b) The following information and documents shall be furnished to the **Company** under any circumstances in matters of claims: -
 - (i) copies of the record and/or charge forms verifying the relevant **Scheduled Flight Air Tickets** charged to the **Insured Person's** credit card account.
 - (ii) a property irregularity report obtained from Air Arabia in respect of lost luggage including details of the **Scheduled Flight** and/or written details and confirmation of the delay or loss incurred.
- (c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by the Insured Person. Any delay or non-delivery of baggage shall immediately be reported to an official of Air Arabia authorised to receive such notification.

(11) Proof of Loss

Written proof of loss must be furnished to the Company at its said office within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonable possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

(12) Effect of Fraud

Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.

(13) Medical Examination

The Company at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.

(14) To Whom Claim is Payable

Claims for death benefits in respect of the Insured Person shall be payable to the legal beneficiary as stipulated under the Insured Person's country's estate laws. Claims for all other benefits will be paid to the Insured Person. The process of claim including settlement shall be handled between the Company and the Insured Person or his estate as the case may be, whose sole discharge will constitute full and final discharge upon payment.

(15) Sanctions Clause

The Company is not liable to make any payment for any claim under any coverage sections of this Policy or make any payment under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the Policy is a citizen or instrumentality of the government of any country(ies) against which any laws and/or regulations governing this Policy and/or the Company, its parent Company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured or any other beneficiary under the Policy. It is further understood and agreed that no benefits of payments will be made to any beneficiary(ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Company, its parent Company or its ultimate controlling entity.

(16) Receipts

The Company shall not abide by any notice or any trust charge, a lien, assignment or other dealing with the Certificate of Insurance. The receipt by the Insured Person for any compensation payable under this Policy shall in all cases be a full discharge of liability for the Company.

(17) Rights of Nominee

Consent of nominee where applicable shall not be a pre-requisite to terminate or to cancel this Policy or to a change of nominee or for that matter for any changes in this Policy.

(18) Rights of Ownership

The Policy owner is Air Arabia and held in benefit of the passengers who elect to be covered under the Master Policy issued.

(19) Incontestability

No action at law or in equity shall be brought against the Company immediately one (1) year after date of any covered occurrence.

(20) Arbitration Clause

Any dispute which may arise between the Company and the Insured Person and/or his legal representative in relation to the construction of the Policy or rights or liabilities of parties hereto shall be referred to arbitration. The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of such agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act or any statutory modification of re-enactment thereof for the time being in force.

(21) Limitation of Time of Bringing Arbitration

If a claim is made under the Policy and rejected by the Company, the insured or his legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which the Company shall be discharged from all liability whatsoever for that claim.

(22) Cancellation

This Certificate of Insurance once issued is NOT cancellable or refundable.

(23) Conformity with Law

If any provision of this Certificate of Insurance which on its issuance date is in conflict with the law of the country in which the Certificate of Insurance was issued or delivered, this Policy shall be read in conformity to Morocco Law.

(24) Sole Responsibility of Insurance Company

Any issues, matters or claims related in whole or part to insurance provided under this Certificate shall be the sole responsibility of the insurance Company and shall not in any way involve Air Arabia.

(25) Extension of insurance coverage up to maximum three (3) days (only for the return flight).

The extension covers any Insured Person whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by Air Arabia. The insurance Company will honour valid claims in such a scenario.

(26) Duplication of Coverage

In the event that an Insured Person is covered by more than one (1) Policy purchased through Air Arabia and/or its Affiliate's, benefit will be paid by the Policy which provides the greatest amount of benefit. Where the benefit under each such Policy is identical, the Company will only entertain the claim that Insured Person to be covered under the Policy first issued.

(27) General Interpretation

- A. Wherever the context requires, the masculine form shall apply to the feminine and the singular term shall include the plural and vice versa.
- B. If there is a conflict between a translated text, if applicable, for all purposes, the English text shall prevail.

(28) Subrogation Clause

In any event, where a potential fully or partially approved claim, foresees a right to be subrogated by the claim adjudicator, the **Company** reserves the right to do so without prejudice. In such an event the member or the claimant shall have no such objection and grants the **Company** the full rights to do so. Additionally, the claimant will assist and cooperate with the **Company** or its appointed **Third-Party Assistance** wherever needed in good faith. The claimant shall not obstruct any such proceedings or have any objection for the same under any circumstances or given jurisdictions.