

TRAVEL INSURANCE POLICY WORDING

GENERAL POLICY CONDITIONS

The purpose of these general conditions is to define the terms and conditions of application of the travel assistance cover specified below issued by **The Insurance Company** (the "**General Conditions**").

1. DEFINITIONS

For the application of these General Conditions, the following words or expressions have the meanings specified against them:

Abroad: any country outside of Kenya, on a worldwide basis or within the geographical scope insured by the Policy.

Accident: any sudden, unforeseeable and violent event taking place Abroad, external to the victim and beyond his/her control, the nature of which may endanger the Beneficiary's life or may briefly cause a significant deterioration in his/her condition if the appropriate care is not given quickly to him/her.

Assistance Company: the service provider appointed by the Insurer in order to provide the coverages of the Policy – AXA Assistance Morocco (128, boulevard Lahcen ou Idder – Casablanca - 20490).

Beneficiary: individuals less than 90 years old when assistance is asked for, resident in Kenya, who is the holder of a Policy subscribed with the Insurer or designated as the insured person under a Policy. Note that for Beneficiary age between 80 and 89 Years old, it is mandatory to provide a medical certificate confirming that they are fit to travel.

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

Close Relative: The spouse of the Beneficiary, their children who are less than 18 years old when assistance is asked for, and also their immediate ascendants at first degree, resident in Kenya.

Country of Residence: Kenya (the country where the policy is taken out, in which the Beneficiary's address is situated).

Deductible/Excess: part of damage which remains born by the Beneficiary.

Dollar: Currency that is legal tender in the United States of America.

Euro: Currency that is legal tender in the European Union.

Force majeure: Including but not limited to a failure to manage a claim resulting from war, disaster, embargo, civil riot, serious bad weather, epidemic, epidemic risks, pandemic, pandemic risks, blocking of the means of transport and supply whatever the reason, earthquake, fire, storm, flood, government or legal restrictions, statutory or regulatory changes in marketing forms and in all other cases where the Insurer and/or the Assistance Company are unable to perform all or any of their obligations due to the occurrence of events characterized by force majeure.

Hospitalization: any unexpected stay of at least 24 consecutive hours in a public or private establishment when the purpose of that stay is medical or surgical treatment following an Accident or Illness.

The stay is considered unforeseen when it has not been scheduled more than five (5) days prior to the hospitalization.

Illness: Any sudden, serious and unforeseeable change in health conditions, as observed by a competent Medical Authority and the nature of which may endanger the patient's life or may briefly cause a significant deterioration in his/her condition if the appropriate care is not given quickly to him/her.

Medical Authority: Any person with a valid diploma in medicine or surgery in the country where the Beneficiary is located, attending the Beneficiary.

Medical Team: A group of persons tailored to each specific case as defined by the Assistance Company's supervising physician and relying on the support of the Assistance Company's infrastructure and international network.

Medical Transportation/Transfer: transportation/transfer of the Beneficiary in accordance with his/her medical condition, decided by the Medical Team.

Period of insurance: the period that commences and ends on the dates stated on the certificate of the policy contracted.

Policy: Travel cover insurance policy, currently valid, issued by the Insurer.

CONDITIONS FOR APPLICATION OF THE COVERAGES

2. VALIDITY OF THE COVERAGES

Travel assistance coverages are valid outside of Kenya for the period of validity of the Policy; they only apply from the first (1st) day of travel abroad to the one-eightieth (180th) consecutive travel day, even if the Policy was subscribed for a longer period.

Extension of Policy: Should your trip last longer than expected, you will have the opportunity to extend the coverage as long as the total duration of the trip does not exceed 180 Days.

3. TERRITORY

Covers are granted outside Kenya for Beneficiaries holding a Policy in the geographical areas defined below:

- Platinum - Worldwide
- Diamond - Worldwide
- Gold - Worldwide
- Silver – Worldwide
- Basic – Worldwide
- Students - Worldwide
- Seniors- Worldwide

ASSISTANCE TO PERSONS

Only the Assistance Company has the authority to arrange the service provisions associated with the coverages below.

If the Beneficiary or his/her family circle arranges for all or part of the service provisions insured by the Policy and/or any commitment to expenses without the Assistance Company's prior agreement, substantiated by a case number, he/she and/or they are not entitled to reimbursement.

The procedures and formalities associated with visa applications, for transfers to a third country, are solely the responsibility of the Beneficiary or of any person acting instead and in place of him/her.

The procedures and formalities associated with continuing, in Kenya, with a treatment started Abroad are solely the responsibility of the Beneficiary or of any person acting instead and in place of him/her.

1. EMERGENCY MEDICAL TRANSPORTATION, REPATRIATION AND EVACUATION

1.1 Medical assistance

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

- make contact with the usual physician and the physician who dealt with first cares and/or the Medical Authority who is taking care of the person for the operation;
- decide the best decisions to be taken with regards to the medical state of the person.

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

The implementation of this cover is subject to the prior approval of the Assistance Company, unless in case of force majeure or if the Beneficiary is unconscious or unable to contact the Assistance Company on medical grounds or he/she is medically incapacitated

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under this section if he/she falls ill with an infectious disease during the trip, except in the cases referred to in Specific exclusions hereafter.

Specific exclusions:

In addition to the General Exclusions, urgent medicines costs are not covered when the Beneficiary:

- has travelled to/from a country, specific area or event where a regulatory or any other authority has advised against all travel;
- failed to obtain any recommended vaccines, inoculations or medications prior to his/her trip.

1.2 Sending Abroad of a physician near the Beneficiary

Depending on the circumstances, the Medical Team may decide to send a physician near the Beneficiary in order to decide whether an eventual repatriation is necessary and to deal with it.

The Assistance Company shall bear the costs of transportation and examination of the concerned assigned physician.

1.3 Medical transportation, repatriation and evacuation

The Assistance Company shall deal with and bear the cost concerning the medical transportation of the Beneficiary depending on his/her medical state:

- in a hospital with better services to deal with the medical state of the insured;
- in a hospital nearest to his/her home;
- up to his/her home.

In the event of transportation to a hospital, the Assistance Company shall deal with the reservation of a bed in the chosen hospital.

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under this section if he/she falls ill with an infectious disease during the trip.

NOTE: The Assistance Company cannot act as a substitute for local, national or international emergency help or search organisations and does not pay for the expenses incurred because of such organisations' intervention or support. Thus, the Assistance Company shall not pay for the transportation from the place where the Accident or Illness occurred to a medical facility.

1.4 Common provisions:

- 1) Transportation is carried out by ambulance, train or regular service airline. If transportation is medically impossible by airline, or by any other means decided on by the Medical Team, an air ambulance is provided.

Under no circumstances shall transatlantic or transpacific flights be arranged by air ambulance.

- 2) If the ticket held by the Beneficiary cannot be used for the Medical Transfer managed by the Assistance Company, the Beneficiary shall relieve this non-used ticket to the Assistance Company or reverse any refund obtained from the carrier.
- 3) The Assistance Company shall find a bed in an appropriate medical facility according to its Medical Team recommendation or agreement.
- 4) In all cases, the final decision regarding transportation, place of hospitalisation, date, need for the Beneficiary to be accompanied and methods used shall be taken exclusively by the Medical Team. **Should the Beneficiary refuse the decision of the Medical Team, he/she will be no more entitled to claim for any coverages nor any refund under this Policy.**
- 5) In all cases, the Assistance Company reserves the right to engage a competent Medical Authority who shall require unencumbered access to the Beneficiary's medical file and to examine the Beneficiary himself/herself in order to assess the appropriateness of Medical Transportation.
- 6) In all cases the Beneficiary's luggage – excluding essential personal effects – shall remain the responsibility of the Beneficiary or of a Close Relative.

2. ACCOMPANYING FAMILY MEMBER

In case of Accident or Illness of a Beneficiary travelling alone Abroad and giving rise to a Medical Transfer, in accordance with clause no.1.3, to Kenya, the Assistance Company shall bear the cost of the return transport expenses (economy class airline) for this escort by a Close Relative.

3. ESCORT OF A BENEFICIARY WHO IS UNDER 15 YEARS OLD

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

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

The Assistance Company shall bear urgent medicines costs up to the maximum amount as specified in the Benefits Schedule.

4. EMERGENCY MEDICAL EXPENSES ABROAD

In the event of Accident or Illness during the trip, the Assistance Company shall pay directly to the concerned hospital urgent medicines costs incurred by the Beneficiary because of a medical prescription.

The Assistance Company shall bear urgent medicines costs up to the maximum amount as specified in the Benefits Schedule.

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

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if he/she falls ill with an infectious disease during the trip, except in the cases referred to in Specific exclusions hereafter.

Specific exclusions:

In addition to the General Exclusions, urgent medicines costs are not covered when the Beneficiary:

- has travelled to/from a country, specific area or event where a regulatory authority has advised against all travel;
- failed to obtain any recommended vaccines, inoculations or medications prior to his/her trip.

5. EMERGENCY DENTAL CARE

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

Fillings and false teeth are excluded from this cover.

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

6. CANCELLATION AND CURTAILMENT

6.1 What is covered

The Assistance Company will pay up to the sum insured as specified in the Benefits Schedule for all non-recoverable deposits, advance payments and other charges paid or due to be paid by or on behalf of the Beneficiary for travel and accommodation and also for reasonable and necessary extra travel or accommodation expenses for return to the Beneficiary's Country of Residence in the event of a covered trip being reasonable and necessarily cancelled or curtailed because of:

- The death, body injury or illness of:
 - o the Beneficiary, or any person with whom he/she is travelling or has arranged to travel with, or any person with whom he/she has arranged to reside temporarily,
 - o a Beneficiary's Close relative,
 - o the Beneficiary's business associate

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if before travelling:

- o the Beneficiary falls ill at home with an infectious disease and cannot travel;
 - o the Beneficiary or a Close Relative has to self-isolate at home because of an infectious disease and cannot travel Abroad (subject to medical certification);
 - o the Beneficiary has been denied boarding at airport due to detected symptoms of an infectious disease.
- The destination the Beneficiary is travelling is subject to travel restrictions by Ministry of foreign affairs, or denial of entry by the local authorities, or is required to quarantine upon arrival (or upon return in the Country of Residence);

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under this section if during the trip, travel restrictions are imposed asking to the Beneficiary to return at home due to a pandemic illness.

- jury service attendance or being called as a witness at a Court of Law of the Beneficiary or any person with whom he/she is travelling or has arranged to travel with,
- Redundancy which qualifies for payment under the current redundancy payment legislation in the Country of Residence and at the time of booking the trip there was no reason to believe anyone would be made redundant of the Beneficiary or any person with whom he/she is travelling or has arranged to travel with.

- The withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such cancellation or curtailment could not reasonably have been expected at the time of receiving these benefits or booking the trip (whichever is the later).
- The Police requesting the Beneficiary, within seven (7) days of his/her departure date, to remain at or subsequently return to his/her home due to serious damage to his/her home caused by fire, aircraft, explosion, storm, subsidence, malicious person or theft.

6.2 Specific conditions

- The Beneficiary must obtain a medical certificate from his/her treating medical practitioner and prior approval of the Assistance Company to confirm the necessity to return home prior to curtailment of the trip due to death, body injury or illness.
- If the Beneficiary delays or fails to notify the travel agent, tour operator or provider of transport/accommodation, at the time it is found necessary to cancel the trip, the Assistance Company's liability shall be restricted to the cancellation charges that would have applied had failure or delay occurred,
- If the Beneficiary cancels the trip due to body injury or illness, he/she must provide a medical certificate form the medical practitioner treating the injured person, stating that this necessarily and reasonable prevented him/her from travelling,
- In the case of curtailment, claims will be calculated from the day the Beneficiary returned to his/her Country of Residence or the day he/she was admitted to hospital or confined to his/her accommodation, and bases on the number of complete days of his/her trip he/she has not used or which he/she was hospitalized, quarantined or confined to his/her accommodation.

6.3 Specific exclusions

In addition to the General Exclusions, are not covered:

- Pre-existing medical conditions;
- The excess shown in the Benefits Schedule applies to each and every claim per incident for each Beneficiary;
- The cost of recoverable airport charges and levies;
- Any claim arising directly or indirectly from:
 - Redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier);
 - Circumstances known to the Beneficiary prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or curtailment of the trip;
- any claim arising directly or indirectly from circumstances known by the Beneficiary prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or curtailment of the trip;
- Travel tickets paid for using any airline mileage reward scheme, for example Air Miles, or any card bonus point schemes;
- Accommodation costs paid for using any timeshare, Holiday Property Bond or other holiday points scheme,
- Normal pregnancy, without any accompanying bodily injury, illness, disease or complication. The section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event;
- Failure to obtain the required passport or visa;
- Anything mentioned in the General Exclusions;
- any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the accommodation, their booking agents, travel agent or other compensation scheme;
- any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the transportation, their booking agents, travel agent, compensation scheme or financial protection scheme (such as but not limited to Air Travel Organisers' Licensing);
- any unused or additional costs incurred by the Beneficiary which are recoverable from the Beneficiary's credit or debit card provider or Paypal;
- any claim arising from a reason not listed in the 'What is covered' section (clause 6.1 above);
- any claim where the Beneficiary cannot travel or chooses not to travel because of Government or regulatory authority restrictions or advices relating to a pandemic declared by the World Health Organisation.

7. MISSED DEPARTURE AND MISSED CONNECTION

The Beneficiary is indemnified, up to the amount shown in the Benefits Schedule, for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching his/her overseas destination, connecting flights outside Kenya or returning to Kenya if he/she fails to arrive at the international departure point in time to board the scheduled public transport on which he/she is booked to travel on the initial international journey of the trip as a result of:

- The failure of other scheduled public transport; or
- An accident to or breakdown of the vehicle in which the Beneficiary is travelling; or
- Strike, industrial action or adverse weather.

7.1 Specific conditions

- The Beneficiary must allow sufficient time for the scheduled public transport or other transport to arrive on schedule and to deliver him/her to the departure point.
- The Beneficiary must obtain a written report from the carrier confirming the delay and cause.
- The Beneficiary must obtain a written report from the local police or attending emergency service if the vehicle he/she is travelling in breaks down or is involved in an accident.
- The Beneficiary may claim only once under Article 7 "Missed departure/ missed connection" for the same event, not twice or all.

In addition to the General Exclusions, are not covered:

- **Claims arising directly or indirectly from:**
 - **Strike or industrial action existing or being publicly announced by the date the Beneficiary purchased this insurance or at the time of booking any trip.**
 - **an accident to or breakdown of the vehicle in which the Beneficiary is travelling for which a professional repairers report is not provided.**
 - **Breakdown of any vehicle in which the Beneficiary is travelling if the vehicle is owned by him/her and has not been serviced properly and maintained in accordance with manufacturer's instructions.**
- **Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements.**
- **Missed departure when less than a minimum connection time of 2 hours between connecting flights at an international point of departure has been arranged or longer if flight reservations systems require longer periods for connections.**
- **Anything mentioned in general exclusions.**

8. PERSONAL ACCIDENT

8.1 Accidental Death

In order to obtain payment of the Insured sum, the Beneficiaries should furnish the following documents: Beneficiary's birth certificate and literal death certificate.

Those that prove the Beneficiaries' identity. Should they be the legal heirs, it shall also prove necessary to present the declaration of heirs decreed by the competent Court.

Where the beneficiaries are duly designated in a will, a certification from the General Registry of Last Wills and Testaments or local equivalent Authority, together with a first copy thereof, will be required.

Letter of payment or declaration of exemption from Inheritance Tax, duly issued by the corresponding Tax Delegation or local equivalent Authority.

8.2 Permanent Total Disability

Where an accident should lead to the permanent total disablement of the Beneficiary, the Beneficiary shall be indemnified by the Assistance Company up to the maximum amount as specified in the Benefits Schedule.

8.3 Modalities for implementation of the cover

The Beneficiary of one of their assignees shall declare the claim within thirty (30) days of the date of the death or the Accident.

The declaration shall include the following elements:

- The names and surnames of the responsible third party and any witnesses,
- The number of the Policy,
- Any document necessary to understand the facts, the nature, the circumstance, the place and the date of the event,
- A copy of the Beneficiary's birth certificate,
- A copy of the identity document certifying the status of the assignee,
- The final notification of the attribution of an invalidity pension,
- The Hospitalization report and the medical certificate including the date of the first medical act, the description of the injuries and cares, as well as the consequences that may follow.

The Beneficiary shall send any document that would be of interest to the claim. **In addition to these documents, the Assistance Company reserves the right to request any additional documents deemed necessary. Any declaration that does not comply with the provisions of this cover will void this warranty.**

8.4 Specific exclusions

In addition to the General Exclusions, are not covered the consequences originated or produced by the following:

- **Bad faith on the part of the Beneficiary or those intentionally caused by the same, except where the damage was sustained in order to avoid something worse.**
- **Wars, with or without prior declaration, and any conflicts or international interventions using force or duress. Events arising from terrorism, mutiny or crowd disturbances. As well as damage caused during the course of strikes.**
- **Events of actions of the Armed Forces or Security Forces in peacetime.**
- **Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.**
- **Fall of sidereal bodies and meteorites,**
- **Those derived from radioactive nuclear energy,**
- **Those caused when the Beneficiary takes part in bets, challenges or brawls, except in the case of legitimate defense or necessity,**
- **Accidents caused by the Beneficiary's participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions.**
- **Accidents suffered as a result of being inebriated or under the effect of drugs, toxics or narcotics. Inebriation shall be taken to mean when the blood alcohol level is greater than 0, 50 grams per 1.000 cubic centimeters, or the Beneficiary is fined or convicted for this cause.**
- **Intoxication or poisoning from the consumption of foodstuff.**
- **Injuries that are a consequence of surgical operations or medical treatments not brought about by an accident covered by the policy.**
- **Illnesses of any kind, fainting fits, syncope, strokes, epilepsy or epileptic forms and caused by any kind of loss of consciousness as a result of an accident as the latter is defined in the definitions of these general conditions.**

The consequences of accident that occurred prior to the coming into force of this insurance are also excluded, despite the fact that they become apparent during its lifetime, as well as the consequences or after-effects of an accident covered which become apparent after the three hundred and sixty-five days subsequent to the date on which it occurred.

The consequences of the following are excluded from the guarantee object of this contract:

- **Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding and, in general, any sport or recreational activity that is notoriously dangerous.**
- **Participation in competitions or tournaments organized by sporting federations or similar organizations.**
- **The use, as a passenger or crew, of means of air navigation not authorized for the public transport of travellers, as well as helicopters.**
- **Accidents due to a physical or manual risk activity (paid or not) such as: use of machinery, loading and unloading, work in heights/levelling or confined locations, assembly of machinery, undertaking work on floating or underwater/sub-aquatic platforms, mines or quarries, use of chemical substances, laboratories of any kind, and any other dangerous activities.**

9. EXTENSION OF STAY OF THE BENEFICIARY

Following an Accident or Illness requiring the intervention of the Medical Team, if the Beneficiary cannot return on the initially scheduled date and if he/she does not need Hospitalisation or medical repatriation, the Assistance Company pays for their extended

stay expenses at the hotel and also those of one of the Close Relative accompanying him/her during their trip provided that he/she stays with him/her in the same room (spouses and children) or hotel.

The Assistance Company pays for the accommodation expenses up to the maximum amount as specified in the Benefits Schedule.

This can only be paid for on the advice of the Assistance Company's Medical Team.

Any other temporary accommodation solution cannot result in any compensation.

10. BURIAL EXPENSES, CREMATION AND/OR RETURN OF MORTAL REMAINS

In the event of the Beneficiary's death abroad, the Assistance Company arranges and pays for the transportation of the body or ashes from the site where the deceased is laid to the nearest international airport to the burial site in Kenya.

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

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under this section if he/she falls ill with an infectious disease during the trip.

**The funeral, ceremony, local funeral procession, burial or incineration expenses are excluded from the cover.
The Assistance Company alone is responsible for choosing the companies to be involved in the repatriation process.**

11. PERSONAL BELONGINGS DELAY

The Assistance Company insures the delay in delivery of luggage checked-in by an I.A.T.A. affiliated Airline Company subject to the Beneficiary's ticket being valid for a scheduled international flight of that company.

The amount of the indemnification as shown in the Benefits Schedule is, on an all-inclusive basis, for all luggage properly checked-in where delivery is more than six (6) hours after the arrival of the Beneficiary's flight.

If the delivery of the luggage is more than six (6) hours, the Assistance Company shall reimburse the essential items (toilet articles and/or essential clothes) paid by the Beneficiary up to the amount as specified in the Benefits Schedule.

Obligations of the beneficiary in the event of a claim:

The Beneficiary must notify the Assistance Company by telephone on the same day as the event. Any claim must be accompanied by the certification from the airline company describing the event.

12. LOSS OF PERSONAL BELONGINGS

Up to the amount shown in the Benefits Schedule per trip and per insured person, for the accidental loss, theft or damage to baggage.

The amount payable will be the value at the time of purchase.

The maximum the Assistance Company will pay for any one article, pair or set of articles is equal to the Single Item Limit shown in the Benefits Schedule.

The maximum the Assistance Company will pay for all valuables in total is equal to the valuables limit shown in the Benefits Schedule.

SPECIFIC EXCLUSIONS

- **Means of payment (cash, checks, credit cards)**
- **Travel tickets, manuscripts, documents, books, business papers, passport, identity card**
- **Perfumes, perishable commodities, eating.**

This guarantee shall come into force in addition to sums received from the concerned airline company that the Beneficiary shall disclose to the Assistance Company. The Beneficiary shall not receive sums for an amount above the real suffered damages.

13. TRAVEL DELAY

13.1 Purpose of the guarantee

The Assistance Company warrants to indemnify the Beneficiary for unforeseen expenses he/she had to incur due to a flight delay of more than six (6) hours from the departure or arrival time given to its title transport.

"Expenses" mean costs incurred by the Beneficiary *in situ* for their meals and refreshments, hotel accommodation and local transfers to and from the airport to the hotel.

This guarantee shall come into force in addition to sums received from the concerned airline company or from any other body that the Beneficiary shall disclose to the Assistance Company. The Beneficiary shall not receive sums before justifying having claimed for indemnities to any possible liable entity and for an amount corresponding to the real suffered damages.

Any indemnity shall be granted only in the following circumstances:

- late departure of a scheduled flight carried out by an airline company, which flights are published;
- late arrival of regular airline flight, which flights are published, preventing the Beneficiary traveling on this flight to take the regular connecting flight.

In case of dispute, the site www.oag.com is considered as the reference website to determine the flights time and of connecting flights.

13.2 Amount of the indemnity

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

13.3 Specific exclusions

Delays or late arrivals because of events excluded as part of general exclusions further detailed in clause 24 below shall not give rise to any indemnity.

In addition to those general exclusions, no indemnity shall be granted in the following circumstances:

- Any delay on non-regular airline company (e.g., charter company)
- Any delay or late arrival below six (6) hours with regards to the initial published arrival time;
- Any delay or late arrival due to a temporary or permanent withdrawal of an aircraft, which has been ordered:
 - by the airport authorities, or
 - by the civil aviation authorities, or
 - by a similar body,and/or has been announced prior to the departure day of the trip of the Beneficiary;
- If a similar means of transport has been made available to the Beneficiary within four (4) hours of the original departure time (or arrival in the case of a connecting flight) of the scheduled flight on which the reservation was recorded.

13.4 Conditions of implementation

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

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

Statement of delay shall disclose the following information:

- Name of the Beneficiary
- Number of the Policy
- Number of the general terms of the Policy: 0803948

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- Date of departure and arrival of the trip
 - Cause of the delay

Should those five (5) days period be not respected and should the Assistance Company incur any damages because of late filing, the Beneficiary shall lose their right to indemnity.

The Beneficiary or their assignees shall then communicate to the Assistance Company, directly or through his/her travel agency, the following documents:

- statement of the airline company mentioning the cause of the delay, the number of the flight, initial scheduled arrival time and actual arrival time
- copy of the travel ticket
- copy of the boarding pass
- notice of compensation granted by the concerned airline
- the original invoices of expenses incurred because of the delay.

The Assistance Company reserves the right, if need be, to request additional documents to the Beneficiary.

The benefit of this guarantee cannot be combined with the guarantee described in article 11 " Personal Belongings Delay ".

14. INDEMNITY IN THE EVENT OF THEFT OR LOSS OF PASSPORT, IDENTITY CARD, DRIVING LICENCE AND/OR TRAVEL DOCUMENT

In case of passport and/or identity card and/or driving license and/or travel document theft or loss, the Assistance Company shall reimburse the Beneficiary the direct actual cost of repairs, i.e. the cost of tax stamps or taxes that the Beneficiary must pay, to the exclusion of all other costs, within the limits mentioned in the Benefits Schedule.

This warranty will apply only if the passport or the identity card had a validity period with more than twelve (12) months at the time of theft or loss.

Cost of repairs and tax stamps shall be reimbursed with the following documentary proofs: - statement of theft or loss issued by relevant local authorities, and – original invoice of the tax stamp.

15. CONSULAR REFERRAL, EMERGENCY ACCOMMODATION AND TRAVEL ARRANGEMENTS

Wherever possible, the Assistance Company will provide the Beneficiary with the details of the representative of the relevant consulate.

16. HIJACK, HOSTAGE AND WRONGFUL DETENTION

The Insurer will pay the Insured distress compensation for every 24 hours during any common carrier in which the Beneficiary is travelling has been hijacked, or has been taken hostage, or wrongful detained.

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

17. PASSIVE WAR AND TERRORISM

Notwithstanding the General Exclusions and in particular the provisions of the "War, Civil War and Terrorism Exclusion Clause", it is hereby declared and agreed that the covers "Medical Transportation" and "Urgent Medical Expenses Abroad" described above, shall be granted to the Beneficiary in case of body injury resulting from Passive Terrorism.

Passive terrorism shall refer to an act/or acts in which the Beneficiary is not an active participant in terrorist attacks.

Active participant in terrorism shall include any Beneficiary supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in a terrorist activity.

18. LEGAL ASSISTANCE ABROAD

Following an involuntary breach Abroad of the laws and regulations in force, which is not qualified as criminal act according to the local law, which the Beneficiary might commit and if a legal action is initiated against him/her in this country, the Beneficiary may request, in writing, for the assistance of the Assistance Company.

The coverages provided below do not apply for events in relation to the Beneficiary's business activity.

18.1 Lawyer's expenses

The expenses, at the location, of a lawyer involved in the defence of the Beneficiary shall be reimbursed by the Assistance Company, up to the maximum amount as specified in the Benefits Schedule.

18.2 Advance for bail

The Assistance Company advances a bail required by a criminal court to release the Beneficiary or to allow him/her to avoid any imprisonment, up to the maximum amount as specified in the Benefits Schedule.

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

This advance is agreed against the lodging of an acknowledgment of debt for an equivalent amount with the Assistance Company.

The Beneficiary is obliged to reimburse the Assistance Company for the amount of the bail advanced:

- as soon as the bail is released by the competent local judicial authority;
- within two (2) weeks of the enforceable legal decision if he/she is found guilty;
- in all cases, within a period of one (1) month of the date of the payment or the return in Kenya of the Beneficiary at the initial scheduled date.

19. PERSONAL LIABILITY

19.1 Personal Civil Liability cover

The Company guarantees the Beneficiary to pay the compensation for which the Beneficiary may be civilly liable by law, for bodily or material damages caused involuntarily to third parties and products during the lifetime of the insurance contract, according to the definitions, terms and conditions set out in the policy and for incidents arising from the risk specified therein.

Save express agreement to the contrary, the Company will assume the legal supervision as regards the claim by the damaged party and will meet the cost of the defense expenses that arise. The Beneficiary shall provide the collaboration necessary to assist the legal supervision assumed by the Company.

If in the court procedures brought against the Beneficiary there should be a conviction, the Company will decide whether it is appropriate to appeal to the competent higher Court; if it does not deem the appeal appropriate, it will inform the Beneficiary thereof, and the latter will be free to lodge it on its own exclusive account. In this latter event, if the appeal lodged were to give rise to a sentence favourable to the interests of the Company, it will be obliged to meet the cost of the expenses arising from such appeal.

When any conflict arose between the Beneficiary and the Company, prompted by the latter having to maintain in the loss interests contrary to the defense of the Beneficiary, the Company will inform the Beneficiary thereof, without prejudice to taking the measures which, because of their urgent nature, are necessary for the defense. In this case, the Beneficiary may choose between maintaining the legal supervision provided by the Company or entrusting its own defense to another person. In this last event, the Company will be obliged to pay the expenses of such legal supervision.

When in the civil part an amicable agreement was reached, the defense in the criminal part is discretionary on the part of the Company and is subject to the prior consent of the defendant.

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

19.2 Recoveries

In the event of concurrence of the Company and of the Beneficiary against a liable third party, the amount recovered will be shared out between them both in proportion to their respective interest.

19.3 Specific exclusions to Personal Liability cover

In addition to the general exclusions, applicable to all coverage and sections of this policy, the consequences of the following events and damages are not covered:

- Damage which has its origin in the breach of or voluntary failure to observe positive legal rules or of those governing the activities object of the insurance
- Damage to goods or animals that are in the possession of the Beneficiary, or the person for whom the latter is answerable, for his/her own use, or that have been entrusted or rented out to him/her to use, look after, transport, use for working purposes or operate.
- Damage caused by the contamination of the ground, waters or the atmosphere, unless the cause thereof should be accidental, sudden and unforeseen or not anticipated by the Beneficiary.
- Damage caused by risks that should be object of compulsory insurance cover.
- Damage arising from the use and running of motor vehicles, and of the elements towed or incorporated therein.
- The contractual obligations of the Beneficiary.
- Damage caused to ships, aircraft or any device destined for navigation or water or air support or caused by them.
- Damage caused by the transport, storage and handling of corrosive, toxic, inflammable and explosive substances and gases.
- The payment of penalties and fines, as well as the consequences of failure to pay them and the furnishing of court bonds to guarantee the criminal results of the procedure.
- Liability arising from labor accidents sustained by the personnel in the service of the Beneficiary.
- Damage caused by products, completed works and services rendered, after they have been delivered to clients or after they have been rendered.
- Damage caused to movable or immovable property which, for their use or enjoyment, handling, transformation, repair, safe-keeping, deposit or transport, have been entrusted, assigned or rented to the Beneficiary, or which are in his/her possession or sphere of control.
- Financial losses that are not the consequence of a material damage covered by the policy, as well as the financial losses that are the consequence of a bodily harm or material damage not covered by the policy.
- Damaged caused by engaging in Risk and Winter sports specified in the list 20.2 and 20.3 which is marked with an asterisk “*”.
- Injury to employees of the Beneficiary.
- Liability arising out of:
 - o Any wilful act or misconduct;
 - o The carrying on of any trade profession or business.
- Liability to members of the Beneficiary’s family or any employee.
- Liability for which indemnity is provided to the Beneficiary under any other insurance.

20. RISK SPORTS AND WINTER SPORTS

You are automatically covered when training for or participating in any of the risk sports except those listed under clause 20.1 provided that:

- a) You have bought the appropriate risk sport extension – Please refer to clause 20.2 for risk sports and activities where you can purchase the additional risk sports extension cover.
- b) You wear the recommended/recognised safety equipment;
- c) You follow safety procedures, rules and regulations as specified by the activity organisers/providers;
- d) You are not racing or competing in or practising for speed or time trials of any kind; and
- e) It is not the main focus of, or, does not form a significant proportion of, Your Journey.

20.1 Excluded sports or activities are the following:

- Diving/jumping/flying from any height above 1 meter such as cliff jumping or balcony jumping,
- Motor racing sports using any vehicle (two, three or four wheels or otherwise),
- Rallies, racing of any kind either motorized or not or using animals such as horses,
- Professional sports of any kind except when professional sportsmen are included in a wider population (for example, all licensees of a sport federation),
- Competitively participating in a sports activity,
- Gliding of any kind such as paragliding, parachuting or parasailing,

-
- Climbing or mountaineering or abseiling of any kind with or without the use of ropes or specialist equipment,
 - Sports involving weapons or firearms

Sports and activities listed above are excluded in all cases

20.2 Risk Sports and activities where additional premium is required

The Beneficiary is covered for the following activities only if he has paid the additional premium and it is marked as active on his/her policy certificate.

- Archery, Clay pigeon shooting
- Snowblading*
- Tobogganing* skeleton, bobsleigh,
- Cross country skiing, glacier skiing, *
- Snowmobiling/Skidoo*
- Canyoning,
- Fencing,
- Karting,
- Hot air ballooning,
- Yachting (outside 20 nautical miles of the coastline)
- Paintball, war games,
- Scuba diving (qualified and above 40 meters)
- Horse riding, Horse trekking, Horse jumping,
- Rugby,
- Jet skiing, jet biking,
- Kite surfing,
- Fighting sports, martial arts,

Any sports or activities below marked with * is excluded for Article 19 "Personal Liability".

20.3 Winter Sports

Definitions

- "Ski equipment³: refers to skis and snowboards (including bindings), ski boots, snowboard boots and ski poles.
- "Ski pack": refers to ski lift pass, ski school fees and hired ski equipment, all pre-paid.

What is covered:

The Beneficiary is covered for the following activities only if he has paid the additional premium and it is marked as active on his/her policy certificate.

- Ice Skating (on recognised ski rinks)
- Snowboarding (on piste, or off piste with a guide**)
- Monoskiing
- Snowshoeing
- Ski touring*
- Skiing (on piste, or off piste with a guide**)

Any sports or activities below marked with * is excluded for Article 19 "Personal Liability".

** A piste is a recognised and marked ski run within the resort boundaries.

20.4 Sports and activities covered without any additional premium

All sports and activities which do not appear in any of the above list in clause 20.1, 20.2 and 20.3 are automatically covered as per the standard cover.

GENERAL CONDITIONS FOR APPLICATION

21. OBLIGATIONS OF THE BENEFICIARY

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

by email: medical-service@axa-assistance.ma

by quoting the following assistance agreement number: 0803948 as well as their policy number.

22. IMPLEMENTATION OF COVERAGES

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

The Assistance Company reserves the right, prior to any intervention of its service provisions, to check the reality of the event insured and the validity of the request made by the Beneficiary.

The Assistance Company cannot be held liable for any damage of a professional or commercial nature suffered by a Beneficiary following an event which needed the intervention of the assistance services.

23. EXCEPTIONAL CIRCUMSTANCES

The Assistance Company's commitment is based on an obligation of means (*obligation de moyens*) and not one of results (*obligation de résultat*).

The Assistance Company cannot be held responsible for non-performance or delays or difficulties in performing the agreed services caused by civil or foreign war whether declared or not, general mobilisation, requisition of men and/or materials by the authorities, act of sabotage or terrorism, social unrest including strike, riot and popular uprising, restriction of the free movement of goods and persons, natural disasters, effects of radioactivity, epidemic, pandemics, infectious or chemical risk or any other accident or case of *force majeure*.

EXCLUSIONS

24. GENERAL EXCLUSIONS

In addition to the exclusions specified under the terms of the Policy, all consequences of and/or events resulting from the following are also excluded:

- circumstances provoked intentionally by the Beneficiary;
- foreign or civil war whether declared or not, riot and popular uprising, act of terrorism or sabotage;
- involvement in fights, except in case of self-defence, and in bets, dares, duels or crimes;
- the professional practice of any sport and the amateur practice of any aerial, self-defence or combat sport;
- participation in endurance or speed competitions or events and trials in preparation therefore on any form of land, water or air locomotive means;
- failure to respect the recognised safety rules for the practice of any sporting or other leisure activity;
- official bans, injunctions and restrictions imposed by the forces of law and order;
- consequences of epidemics and/or pandemics declared by the World Health Organization (WHO);
- effects of pollution, natural disasters and their consequences;
- any intervention initiated and/or organised at government or intergovernmental level by any governmental or non-governmental authority or organisation.
- benign affections or lesions which can be treated on the spot;
- non-urgent affections which do not require immediate medical care;
- pre-existing illness predating the first subscription of the Policy and having given rise to a consultation, hospitalisation or other medical treatment within the 6 months prior to the request for assistance;
- convalescence;
- affections under treatment at the first subscription of the Policy and not yet stabilised and/or requiring subsequent scheduled treatment and possible follow-up measures (examination, additional treatment, foreseeable and recurrent complications);
- surgical treatments and interventions of an aesthetic nature not resulting from an Accident;
- pregnancy conditions and their consequences, miscarriages and ectopic pregnancies and their consequences, deliveries and their consequences concerning the new born babies;
- voluntary interruptions of pregnancy, amniocenteses;
- mental illnesses and their consequences, including depressive syndromes;
- the consequences of a suicide and attempted suicide;
- the consequences of the use of medicines or drugs not medically prescribed;
- the consequences of the alcohol abuse (blood-alcohol level greater than that set by the regulations in force in the country of location, deficiency syndromes as well as any pathology directly resulting from alcohol abuse);
- the consequences of the failure or inability to obtain vaccination or treatment required or made compulsory by a trip or travel or the repercussions of such vaccination or treatment;
- repetitive transportation required because of the Beneficiary's follow up examinations, out-patient care sessions;
- any cost or expense covered by another insurance policy;
- cost or expense incurred without the prior agreement of the Assistance Company.
- the medical expenses relating to check-ups, medical examinations, scheduled or preventative screenings;

GENERAL PROVISIONS

25. LIFE OR DEATH SITUATION

If there is a risk of death, the Beneficiary or any other person representing him/her must call on the medical emergency services in place where the Beneficiary is located before contacting the Assistance Company.

26. MAXIMUM INSURER'S COMMITMENT

It is agreed that if the policy is taken out in favor of one or several insureds, who are subject to the same insured accident caused by a same event at the same time and if the aggregate benefits exceed USD 20,000,000.00, the insurer's commitments shall in any event be capped at this amount with respect to the total amount of benefits paid to insureds who are subject to the same accident, the benefits being
Reduced and paid on a proportional basis with respect to the number of insureds

27. PRESCRIPTION

Any claim arising out of the Policy shall become statute-barred two (2) years after the event which leads to it or after any time period applicable in accordance with the law of the Country of Residence.

28. APPLICABLE LAW AND JURISDICTION

The General Conditions are governed by Kenyan law.

It is agreed that any dispute arising out of an event leading to an intervention by the Assistance Company shall be brought before the court with jurisdiction in accordance with applicable law.

29. TRADE AND ECONOMIC SANCTIONS

The INSURER and the Assistance Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the INSURER or the Assistance Company, its parent or ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

30. DATA PROTECTION

The policyholder and/or the Beneficiary acknowledge and agree that the Assistance Company:

- is committed to protect its/their personal data in accordance with applicable laws and regulations;
- is acting as data controller in respect of the personal data that the policyholder and/or the Beneficiary process under this Policy;
- has implemented and will maintain within its organization policies and technical security measures preventing any breaches (e.g. of confidentiality) by its officers, representatives, employees or any other third party acting on its behalf in determining what are appropriate technical security measures, account shall be taken of risks presented by accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed;
- has fulfilled legal requirements relative to the transfer of such personal data; and
- may record telephone calls between Beneficiaries and the Assistance Company for quality control purposes.

The policyholder and/or the Beneficiary consent(s) to transfer its/their personal data Abroad, in order for the Assistance Company to fulfil its contractual commitments with the Insurer, including but not limited to administration, risk management and performance of the Policy.