



**DON'T**  
*live life*  
**WITHOUT IT™**



## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

The document, the Schedule and any endorsement(s) attached form **Your Certificate**.

This document sets out the conditions of the **Certificate** between **You** and **Us**. It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections.

It is important that **You** comply with **Your** duties under each section and under the insurance as a whole

### CERTIFICATE WORDING

#### CONTENTS

|            |  |
|------------|--|
| Section 1  | The Certificate of Insurance                           |
| Section 2  | Meaning of words                                       |
| Section 3  | Geographical limits                                    |
| Section 4  | Eligibility  |
| Section 5  | Period of insurance                                    |
| Section 6  | Medical and Travel Assistance                          |
| Section 7  | Emergency medical and repatriation expenses evacuation |
| Section 8  | Personal Accident                                      |
| Section 9  | Hospital daily benefit                                 |
| Section 10 | Personal liability                                     |
| Section 11 | Baggage and Money                                      |
| Section 12 | Cancellation   |
| Section 13 | Emergency Return Home                                  |
| Section 14 | Inconvenience Benefits                                 |
| Section 15 | Purchase Protection                                    |
| Section 16 | Extended Warranty                                      |
| Section 17 | Rental Car Collision Damage Waiver                     |
| Section 18 | Winter Sports Extension                                |
| Section 19 | Schedule of Benefits                                   |
| Section 20 | General Conditions                                     |
| Section 21 | General Exclusions Contribution                        |
| Section 22 | Requesting Emergency Medical or Travel Assistance      |
| Section 23 | How to make a Claim                                    |
| Section 24 | Complaints Procedure                                   |
| Section 25 | Other Provisions                                       |

# CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

## Section 1: THE CERTIFICATE OF INSURANCE

- 1.1 This Certificate is a Plan of insurance. This document contains the details of the cover, and the terms, conditions and exclusions relating to each Cardholder, and is the basis upon which all claims will be settled.
- 1.2 In consideration of payment of the contribution by the Plan-holder, the Cardholder is entitled to payment of Benefits and Services under this Certificate, during the Period of insurance, within the geographical limits, subject to the terms, conditions and exclusions.
- 1.3 The Benefits are underwritten by Chubb Arabia Cooperative Insurance Company "Operator".
- 1.4 The Services are either provided or arranged by Chubb Assistance. In certain cases where Chubb Assistance arranges assistance services, the cost of such Services must be borne by the Cardholder.
- 1.5 This insurance shall be governed by the applicable Laws of the Kingdom of Saudi Arabia in any dispute arising hereunder.

## Section 2: GENERAL DEFINITIONS

- 2.1 The following words or expressions shown below appear in bold in this Certificate and have the following meanings wherever they appear

**Accident** shall mean any sudden, unexpected, external and violent and specific event which occurs at an identifiable point in time and place during a Journey which results in illness.

**Act of Terrorism** shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Baggage** shall mean accompanied personal goods belonging to the Cardholder or for which the Cardholder is responsible, and which are taken by the Cardholder on a Journey or acquired by the Cardholder during a Journey. Baggage shall include Valuables.

**Benefits** shall mean the benefits supplied by Operator under the terms and conditions of this Certificate, as set out in sections 6 to 18 inclusive.

**Bodily Injury** shall mean identifiable physical injury or death, which is caused by an Accident during a Journey.

**Card** shall mean a card issued pursuant to the Plan-holder's card program in which the Benefits and Services of this Certificate have been incorporated.

**Cardholder/s** shall mean any person not yet 81 (eighty one) years old who is a holder of a Amex Bank Card issued by the Plan-holder bearing Bank Identification Number (BIN),

include any Family who are also resident in Principal Country of Residence and are all travelling with the Cardholder on a Journey from his/her Principal Country of Residence with pre-assigned ticketing.

**Certificate** shall mean this certificate of insurance.

**Chubb Assistance** shall mean

1. The telephone advice, information and counselling services; and/ or
2. the travel assistance and emergency medical and repatriation services arranged by Chubb.

**Common Carrier** shall mean any land, water or air conveyance operated under a valid license for the transportation of fare-paying passengers and which run to a schedule published timetable

**Compulsory Inclusion** shall mean the automatic provision of Benefits and Services to the Cardholders where the Benefits and Services are not offered on an optional basis.

**Covered Purchase** shall mean the product purchased by the Cardholder in his/her name for which the full purchase price is charged to the respective Cardholders' Amex Bank Card, is new (must not have been used in any way at the time of purchase) and is only used wholly for personal, domestic or non-commercial purposes.

**Default** shall mean any breach of the obligations of either Party or any act, omission, negligent act or statement of either Party, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting Party to the other.

**Dependent Children** shall mean the children, stepchildren and legally adopted children of the Cardholder who are:

- (i) Unmarried; and
- (ii) living with such Cardholder (unless living elsewhere whilst in full time education); and
- (iii) under 19 years of age (or under 24 years of age if in full time education).

**Effective Date** shall mean 01 November 2022.

**Expiry Date** shall mean 31 October 2023.

**Family** shall mean the Spouse and Dependent Children of the Cardholder.

**Hijack** shall mean the unlawful seizure or wrongful exercise of control of an aircraft, conveyance or the crew thereof.

**Illness** shall mean any sudden and unexpected deterioration of health, that first manifests during a Journey and which is certified by a Physician and agreed by Chubb Assistance.

**Journey** shall mean the first 91 days of any round trip falling entirely within the Period of insurance, where at least 50% of the total value of tickets for travel on a Common Carrier have been paid by using such Cardholder's Amex Bank Card issued by the Plan-holder. The Journey shall be deemed to have begun with the Cardholder's departure from the home where such Cardholder normally resides and shall have ended upon return to that home.

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

**Loss of Limb** shall mean permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.

**Medical Expenses** shall mean all reasonable costs necessarily incurred outside the Cardholder's Principal Country of Residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Physician.

**Money** shall mean coins, bank notes, postal and Money orders, signed travellers and other cheques, letters of credit, travel tickets, credit cards, petrol coupons and other coupons.

**Party** shall mean a party to this Plan of insurance

**Period of insurance** shall mean the period between the Effective Date and the Expiry Date.

**Physician** shall mean a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform surgery in accordance with the laws of the country where such professional services are performed; however, such definition will exclude chiropractors, physiotherapists, homeopaths, and naturopaths. In addition, a Relative of the Cardholder cannot be considered a Physician.

**Plan-holder** shall mean Amex Bank, KSA.

**Pre-existing Health Disorder or Condition** shall mean any Illness, defect, physical infirmity or condition, including sequela or complications thereof that in the opinion of a Physician can reasonably be related thereto or for which the Cardholder is receiving or has received medical treatment, advice or investigation prior to the Journey or for which the Cardholder is receiving or has received medical treatment, advice or investigation from a doctor, dentist, chiropractor, physiotherapist or naturopath prior to the Journey. This includes chronic or ongoing medical or dental conditions which You were aware of, or of which You could expect to be aware of that may lead to a claim under this Certificate.

**Principal Country of Residence** shall mean that country (Kingdom of Saudi Arabia, for the purposes of this Plan) in which the Cardholders has his/her Principal place of residence. In the event of dual nationality, the Cardholder assumes the nationality of their Principal Country of Residence for the purposes and for the duration of this insurance.

**Relative(s)** shall mean Spouse or common law partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé of a Cardholder.

**Serious Medical Condition** shall mean a condition, which in the opinion of a Physician and as agreed by Chubb Assistance requires emergency medical treatment to avoid death or serious impairment to the Cardholder's health. In determining whether such a condition exists, the Physician may consider the Cardholder's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

**Services** shall mean the 24-hour assistance and other related emergency services to be provided by Chubb

Assistance as described in section 6 of this Certificate.

**Spouse** shall mean either the Cardholder's legal wife/husband or, the Cardholder's common law partner who has cohabited with the Cardholder at the same address for a continuous period of at least 1(one) year prior to the Journey.

**Operator/ We/ Us** shall mean Chubb Arabia Cooperative Insurance Company.

**Valuables** shall mean jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, audio, video, computer, television and telecommunications equipment (including Compact Discs, Digital Video Discs, tapes, films, cassettes, cartridges, batteries and headphones), computer games, handheld consoles/computers and games, iPods/MP3/MP4 players and associated equipment, telescopes, binoculars, sports/activity equipment (excluding winter sports equipment) and photographic equipment only.

**You** shall mean the Cardholder.

### Section 3: GEOGRAPHICAL LIMITS

3.1 The Services and Benefits described in this Certificate are provided on a worldwide basis.

### Section 4: ELIGIBILITY

4.1 Only those Cardholders who are resident in Principal Country of Residence and are not yet 81 (eighty-one) years old on the Effective Date or renewal date shall be eligible for Benefits and/or Services under this insurance.

4.2 The Cardholder is eligible for the Benefits and/or Services in accordance with the terms and conditions of this Certificate or any other eligibility criteria set by the Client in writing with the prior agreement from Operator and/or Chubb Assistance.

4.3 The Benefits and Services provided to the Cardholders shall be on a Compulsory Inclusion basis.

For Corporate Travel Accounts, section 1.4 Principal Country of Residence condition is not applicable.

### Section 5: PERIOD OF INSURANCE

5.1 This Certificate shall commence on the Effective Date and shall be in force until the Expiry Date.

5.2 Any Party may immediately terminate this Certificate on written notice to the other Party in the event that:

- (i) the other Party shall be in Default of the performance or observance of any material covenants or provisions hereof and such Party shall have failed to remedy such Default or breach within 30 (thirty) days after receiving written notice of such Default or breach; or

- (ii) any material representation or warranty made by the other Party is false or untrue when made; or
- (iii) the other Party shall make a general assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other Party for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.

5.3 In the event of termination or expiry of this Certificate, both Parties shall be relieved of all future liabilities as at the date of termination or Expiry Date, whichever is applicable.

5.4 All Cardholders are entitled to the Benefits and Services from the date of activation of their Card account or the date the Cardholder has been notified to Operator, whichever comes later and subject to the appropriate contribution having been paid to Operator.

5.5 The entitlement to Benefits and Services will cease automatically on the date Operator provides written notification of the deletion of the Cardholder or the termination of the Cardholder Amex Bank card account or the termination of the Amex Bank card account, whichever comes first.

5.6 A Cardholder's eligibility for the Benefits and Services shall cease on the earliest

- (i) the date the Cardholder as shown is no longer eligible for the Benefits and Services pursuant to this Certificate; or
- (ii) the Date of Termination or Expiry Date, whichever occurs first.

### Section 6: MEDICAL AND TRAVEL ASSISTANCE SERVICES

#### 6.1 Assistance Services

Chubb Assistance will provide various medical and travel assistance Services to the Cardholder. Those Services provided directly by Chubb Assistance are covered under the terms of this Certificate, subject to the Contribution having been paid. Where a third party, such as a Physician or courier, is utilised the provision of such Services is at the expense of the Cardholder, unless such costs are covered under the terms of this Certificate.

#### 6.2 ChubbAssistanceServices

##### 6.2.1 Telephone assistance

If contacted Chubb Assistance will provide medical advice to the Cardholder by telephone, including information on inoculation requirements for travel. Chubb Assistance will also provide information on travel visas. It must be noted that any such advice is inevitably limited by the circumstances and Chubb Assistance cannot be held liable for errors.

#### 6.2.2 Service Provider referral

If contacted, Chubb Assistance will provide to the Cardholder contact details for medical or legal service providers, including Physicians, dentists, lawyers, legal practitioners, interpreters, hospitals and other relevant persons or institutions. In such cases, whilst Chubb Assistance exercises care and diligence in selecting the providers, does not provide the actual advice and is not responsible for the advice given or the outcome thereof. Further, unless the cost of the provision of the actual services by third parties are covered by this Certificate, they must be borne separately by the Cardholder.

#### 6.2.3 Medical Monitoring

In the event of a Cardholder requiring hospitalisation, Chubb Assistance will, if required, monitor the Cardholder's medical condition during and after hospitalisation until the beneficiary regains a normal state of health, subject to any and all obligations in respect of confidentiality and relevant authorisation.

#### 6.2.4 Cardholder support

In the event that Chubb Assistance is contacted to report a lost or stolen Card or for account queries, Chubb Assistance shall contact the Plan-holder's customers service line as soon as practicable.

#### 6.2.5 Urgent Message Relay

In the event that Chubb Assistance is contacted to transmit an urgent message, it will relay it to Cardholder's relatives, business associates, friends residing in his/her Principal Country of Residence and vice versa.

#### 6.2.6 Guarantee of Payment

If covered under the terms of this Certificate, Chubb Assistance will guarantee or pay any required hospital admittance deposit on behalf of a Cardholder.

#### 6.2.7 Cash Advances

In the event of lost or stolen cash, Travelers Cheques, credit and charge cards or in the event that there are no American Express Travel Service Offices or ATMs available at the Cardholder's location, Chubb Assistance shall advance cash to the Cardholder up to the limits shown in the Schedule of Benefits. (to be charged to Cardholder's account and subject to authorization by the Plan-holder).

#### 6.2.8 Advance Payment for Bail Bond

If the Cardholder is jailed (or threatened to be following a road traffic accident whilst on a Journey, Chubb Assistance shall advance the bail bond (to be changed) to Cardholder's account and subject to authorization of the Plan-holder).

#### 6.3 Third Party Services

6.3.1 In the event of an emergency where, either the Cardholder cannot be adequately assessed by telephone for possible evacuation, or the Cardholder cannot be moved and local medical treatment is unavailable, Chubb Assistance will, send an appropriate Physician to the Cardholder.

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

Chubb Assistance will not pay for the costs of such Services unless covered under the terms of this Certificate.

6.3.2 Chubb Assistance will arrange to have delivered to the Cardholder essential medicine, drugs, medical supplies or medical equipment that are necessary for a Cardholder's care and/or treatment but which are not available at the Cardholder's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. Chubb Assistance will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof unless covered under the terms of this Certificate.

6.3.3 Chubb Assistance will arrange to have delivered to the Cardholder lost or forgotten prescriptions, and replacement of lost or broken glasses or contact lenses that are necessary for a Cardholder's treatment and/or condition, but which are not available at the Cardholder's location. Such delivery will be subject to the laws and regulations applicable locally. Chubb Assistance will not pay for the costs of such prescription, glasses or contact lenses and any delivery costs thereof.

facts and circumstances of which Chubb Assistance is aware at the relevant time.

7.2.4 Chubb Assistance reserves the right to decide the means or method by which such repatriation will be carried out having taken into account all the assessed facts and circumstances of which Chubb Assistance is aware at the relevant time.

### 7.3 Transportation of Mortal Remains

In the case of death of a Cardholder whilst on a Journey outside the Principal Country of Residence, Chubb Assistance will arrange for transporting the Cardholder's mortal remains from the place of death to any location as may be reasonably selected by the Cardholder's legal personal representative

### 7.4 Additional Costs for Accommodation and Travel Expenses

In the event of a valid claim under section 7.1, Chubb Assistance will pay for additional accommodation for one person required on medical advice to stay at a hotel prior to his/her return to the Principal Country of Residence. In the event of repatriation of the Cardholder and/or his/her Family member, Chubb Assistance will pay additional travel expenses for one other person accompanying in the initial Journey to return to the Principal Country of Residence, provided that the original travel ticket cannot be used. The eligibility and limits for above benefits are detailed in the Schedule of Benefits

### 7.5 Visit of a Relative

Chubb Assistance will arrange an economy class return ticket for a Relative to join the Cardholder who has been or will be hospitalised outside the Principal Country of Residence as a result of Bodily Injury or Illness for a period in excess of 7 (seven) consecutive days, subject to Chubb Assistance' prior approval and only when judged necessary by Chubb Assistance on medical and compassionate grounds. In case of such visit, Operator will also pay a daily allowance up to the limits detailed in the Schedule of Benefits.

### 7.6 Return of Dependent Children

If Dependent Children are left unattended as a result of a Cardholder's Bodily Injury or Illness whilst on a Journey, Chubb Assistance will arrange the transportation for such Dependent Children by Common Carrier to their normal place of residence. Qualified attendants will be provided when deemed appropriate by Chubb Assistance. Total payable expenses for this benefit will be up to the limits detailed in the Schedule of Benefits.

### 7.7 Medical Assistance to Dependent Children at Home

In the event of Bodily Injury or Illness of the Cardholder's Dependent Children left at home while the Cardholder is travelling outside the Principal Country of Residence, the Chubb Assistance shall monitor the respective child's medical condition and keep the Cardholder informed. Any subsequent need for transportation and hospitalisation of the child shall be organised by the Chubb Assistance (to be charged to Cardholder's account and subject to authorization by the Plan-holder).

## Section 7: EMERGENCY MEDICAL, EVACUATION AND REPATRIATION EXPENSES

### 7.1 Medical Expenses

If a Cardholder incurs Medical Expenses whilst on a Journey as the direct result of the Cardholder sustaining Bodily Injury or suffering an Illness, the Operator will make a payment to the Cardholder in respect of such expenses up to the limit shown in the Schedule of Benefits.

### 7.2 Emergency Evacuation and Repatriation Expenses

7.2.1 In the event that a Cardholder sustains Bodily Injury or suffers an Illness whilst on a Journey, and the Cardholder is in a Serious Medical Condition, and in the opinion of Chubb Assistance such arrangements are necessary on medical grounds, Chubb Assistance will arrange for the transportation for moving the Cardholder to the nearest hospital where appropriate medical care is available or Chubb Assistance will arrange for the repatriation of the Cardholder to the Principal Country of Residence.

7.2.2 If required, Chubb Assistance will also arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and a medical escort.

7.2.3 Chubb Assistance reserves the right to decide whether the Cardholder's medical condition is sufficiently serious to warrant an emergency medical evacuation. Chubb Assistance further reserves the right to decide the place to which the Cardholder shall be evacuated to and the means or method by which such evacuation will be carried out having taken into account all the assessed

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

### Specific Exclusions Applying To Section 7 & 6

7.8 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this section:

- (i) Expenses incurred I Services required within the Principal Country of Residence;
- (ii) Expenses incurred after 12 (twelve) months from the date of the Accident or first manifestation of Illness;
- (iii) Dental expenses unless incurred as a result of an Illness or Illness;
- (iv) Optical expenses;
- (v) Treatment provided other than by a Physician;
- (vi) Expenses incurred which are non-medical in nature such as telephone calls, newspapers;
- (vii) Services rendered or expenses incurred without the authorisation and/or intervention of Chubb Assistance;
- (viii) Expenses which would have still been payable if the event giving rise the to the intervention of Chubb Assistance, had not occurred.
- (ix) Elective cosmetic surgery;
- (x) Expenses incurred for treatment not verified by a medical report;
- (xi) Expenses for treatment that an Chubb Assistance advises is not medically necessary whilst on a Journey and can be treated upon Cardholder's return to their Principal Country of Residence;
- (xii) Expenses incurred where the Cardholder in the opinion of the Chubb Assistance is physically able to return to his/her Principal Country of Residence seated as a normal passenger and without medical escort; and
- (xiii) The first USD 100 (one hundred) per event per Cardholder; being the Excess; and
- (xiv) Any Pre-existing Health Disorder or Condition.

the Cardholder's legal personal representative(s), the compensation as per the scale detailed in section 8.1.3.

8.1.2 In respect of the cover provided under Section 8.1.1, the coverage will be activated only after purchasing the round trip airline ticket via Amex Bank Card and the Journey shall be deemed to have begun when the Cardholder enters an airport, seaport, railway or road station for the purpose of boarding Common Carrier for which the Card has been used in advance to purchase a ticket and ends upon disembarkation from such Common Carrier.

8.1.3 Compensation Payable Scale (as a % of Limits defined in the Schedule of Benefits):

|  |      |
|--|------|
| (i) Death  | 100% |
| (ii) Total and irrecoverable loss of sight of both eyes                    | 100% |
| (iii) Loss of two Limbs  | 100% |
| (iv) Total and irrecoverable loss of sight of one eye and loss of one Limb | 100% |
| (v) Loss of one limb   | 50%  |
| (vi) Total and irrecoverable loss of sight of one eye                      | 50%  |

Benefit shall not be payable under more than one of the items above in respect of the consequences of one Accident.

### Specific Exclusions Applying To Section 8

8.3 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this section:

- (i) Bodily Injury which would have still been payable if the event giving rise to the intervention of Chubb Assistance had not occurred;
- (ii) More than one claim under this Section in connection with the same Accident;
- (iii) Medical or surgical treatment expenses;
- (iv) Bodily Injury sustained other than whilst the Cardholder is on a Journey; and
- (v) Any claim which does not occur on a Common Carrier.

## Section 8: PERSONAL ACCIDENT COVER

### 7.1 COMMON CARRIER

8.1.1 If during a Journey, a Cardholder sustains Bodily Injury while on a Common Carrier during the operative time below where at least 50% of the fare or hire charge has been charged to the Cardholder's Card and independently of any other cause, such Bodily Injury results in the death, total and irrecoverable loss of sight or Loss of Limb of the Cardholder within 12 (twelve) months of the date of the Accident, the Operator will pay to the Cardholder, or such person as may be selected by

## Section 9: HOSPITAL DAILY BENEFIT

9.1 If a Cardholder sustains Bodily Injury or Illness during a Journey which results in a valid claim under section 7 Emergency medical, evacuation and repatriation expenses of this Plan, and in-patient hospitalisation of the Cardholder, the Operator will pay to the Cardholder or such person as may be selected by the Cardholder's legal personal representative(s), in the amount shown in the Schedule of Benefits, per day, up to a maximum of 30 (thirty) day

## Specific Exclusions Applying To Section 9

- 9.2 In addition to the General Exclusions, the following treatments, items conditions and any related or consequential expenses are specifically excluded from this Section:
- (i) Services rendered without the authorisation and/or intervention of Chubb Assistance
  - (ii) Cases of minor Illness or Illness, which in the opinion of the Chubb Assistance Physician can be adequately treated locally, and which do not prevent the Cardholder from continuing their travels or work;
  - (iii) Payment of benefit where a Cardholder is suffering from sickness or disease not directly resulting from a valid claim for Bodily Injury or Illness;
  - (iv) Payment of benefit in respect of the first 48 (forty eight) hours of hospitalisation unless the period of hospitalisation exceeds 48 (forty eight) hours; being the Excess;
  - (v) Elective cosmetic surgery;
  - (vi) Payment of benefit arising after 12 (twelve) months from the date of the Accident or first manifestation of Illness;
  - (vii) Payment of benefit in respect of hospitalisation within the Principal Country of Residence;
  - (viii) Payment of benefit in respect of hospitalisation where treatment is not verified by a medical report.

- (v) We are entitled to take over the defence and settlement of claim in Your name for Our benefit. We shall have full discretion in the conduct of any proceedings and settlement of the claim.
- (vi) We may at any time arrange to pay You the amount for which a claim can be settled less any damages already paid. We will then be under no further liability other than for costs and expenses incurred prior to making such payment.
- (vii) No indemnity will be provided for legal liability arising from Injury or loss as a result of any wilful or malicious act of Yours.

## Specific Exclusions Applying to Section 10

10.3 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

- (i) Injury to You or to any member of Your Family ordinarily residing with You; or
- (ii) Injury to You or Your employees arising out of or in the course of employment; or
- (iii) loss of or damage to property owned by or in control of You or any member of Your Family ordinarily residing with You; or
- (iv) the ownership, possession or use by or on behalf of You of any caravan, mechanically propelled vehicle (other than golf carts and motorized wheelchairs), aircraft or other aerial device, hovercraft (other than hand-propelled or sailing craft in territorial waters) or animals; or
- (v) loss of or damage to property or Injury arising out of Your profession, business or trade, or out of professional advice given by You; or
- (vi) any contract unless such liability would have arisen in the absence of that contract; or
- (vii) judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within the country where the Insurance Plan has been issued or the country in which the event occurred giving rise to Your liability; or
- (viii) any claim for fines, penalties, punitive, exemplary, aggravated or vindictive damages.

## Section 10: PERSONAL LIABILITY

10.1 We will reimburse from the pool all damages, compensation and legal expenses for which You become legally liable, up to the amount stated in the Schedule of Benefits as a result of Your actions causing:

- (i) Injury to, including resultant death of, another person;
- (ii) Loss of or damage to property.

10.2 Special Conditions:

- (i) You shall not admit Your fault or liability to any other person without Our prior written consent.
- (ii) No offer, promise, payment or indemnity may be made by You without prior written consent from Us.
- (iii) Written notice of claim must be reported as soon as practicable, proving details of claims such as the date, time, place, nature and circumstances of the loss/damage and also the approximate quantum of loss and also shall provide any available documentary proof in support of the loss.
- (iv) Every letter, writ, summons and process must be forwarded to Us as soon as possible.

## Section 11: BAGGAGE AND MONEY

### Loss of Baggage

11.1 If, whilst on a Journey, a Cardholder sustains accidental loss of, theft of or damage to Baggage, the Operator will pay the Cardholder in respect of such loss, theft or damage up to the limits shown in the Schedule of Benefits.

11.2 In order to be reimbursed by the Operator, the Cardholder must provide a detailed description of the property along with its date of purchase and value. Bills,

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

invoices or other proof are required. Stolen or damaged property will be valued allowing for wear and tear at the time of the loss, theft or damage.

### Loss of Money

11.3 If, whilst on a Journey, a Cardholder sustains accidental loss, theft, or damage to Money, the Operator will pay the Cardholder in respect of such loss, theft or damage up to the limits shown in the Schedule of Benefits.

11.4 In order to be reimbursed by the Operator, the Cardholder must provide a detailed description of the Money lost.

### Specific Exclusions Applying To Section 11

11.5 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this Section:

- (i) More than USD 250 (two hundred and fifty) in respect of any one article;
  - (ii) More than USD 300 (three hundred) in respect of Valuables in total;
  - (iii) Claims in respect of accessories for vehicles or boats.
  - (iv) Loss or damage due to:-
    - a) moths, vermin, wear and tear, depreciation, atmospheric or climatic condition or gradual deterioration;
    - b) mechanical or electrical failure;
    - c) any process of cleaning, repairing, restoring or alteration;
  - (v) More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set;
  - (vi) Loss or theft not reported to either the police within 24 (twenty four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier;
  - (vii) Loss or damage due to confiscation or detention by customs or any other authority;
  - (viii) Loss or theft of or damage to Baggage (except Valuables and Money) left unattended:
    - a) unless locked in Your accommodation;
    - b) in a motor vehicle/ trailer/ caravan during the hours of darkness, even if protected by an alarm or secured in a locked compartment;
    - c) in a motor vehicle/ trailer/ caravan during the hours of daylight, unless secured in a locked compartment;
- (ix) Loss or theft of or damage to Valuable or Money left unattended
  - (x) Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;
  - (xi) Loss of, theft of or damage to contact, corneal or micro-corneal lenses;
  - (xii) The first USD 50 per event being the Excess;
  - (xiii) Loss of personal goods borrowed, hired or rented by the Cardholder;
  - (xiv) (In respect of Money) Devaluation of currency or shortages due to errors or omissions during monetary transaction;
  - (xv) Loss or theft of or damage for Money from Baggage which is checked in with an airline or other travel company;
  - (xvi) Baggage or Money that are lost, stolen or damaged or lost whilst being transported in a motor vehicle, trailer or caravan.
  - (xvii) Loss or theft of or damage to essential documents.

## Section 12: CANCELLATION

12.1 If, a Cardholder incurs expenses as the direct and necessary result of the cancellation, curtailment or re-arrangement of any part of the original itinerary for the Cardholder's Journey is the direct consequence of:

- (i) the Cardholder sustaining Bodily Injury or suffering Illness;
- (ii) the death, Bodily Injury or Illness of a Relative;
- (iii) the Cardholder's compulsory quarantine on orders of a treating Physician;
- (iv) jury service, subpoena or hijacking involving the Cardholder; or
- (v) the Cardholder's leave being cancelled by the Armed Services.

then the Operator will pay the Cardholder for the unused portion of prepaid travel and accommodation expenses as included in the Journey as per the limits shown in the Schedule of Benefits.

### Specific Exclusions Applying To Section 12

12.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

- (i) Expenses which would have still been payable if the event giving rise to the intervention of Chubb Assistance, had not occurred.

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

- (ii) Cases of minor Illness or Bodily Injury of the Cardholder, which in the opinion of the Chubb Assistance Physician can be adequately treated locally, and which do not prevent the Cardholder from continuing their travels or work.
- (iii) Death, injury or Illness of any pet or animal.
- (iv) Any Pre-existing Health Disorder or Condition;
- (v) Any Claim directly or indirectly caused by, arising or resulting from, or in connection with any loss, charge or expense as a result of any regulations or orders given by the government or relevant authority of any country or group of countries, including but not limited to border closures (comprising of land, sea, airspace or designated border control points, of a country) or restrictions on travel declared prior to commencement of the Journey.
- (iv) the grounding of the aircraft on which the Cardholder is due to travel as a result of mechanical or structural defect; or
- (v) missed connection (confirmed onward connecting flight is missed at the transfer point due to late arrival of the Cardholder's incoming flight) which results in the delayed departure of the Cardholder's flight or sailing for at least 8 (eight) hours on the outward or return Journey from the time shown in the carrier's travel itinerary as supplied to the Cardholder, the Operator will arrange a payment to the Cardholder for the expenses charged to Amex Card and incurred prior to the actual departure, in respect of restaurant meals, refreshments and/or hotel accommodation used during the period of delay.

14.2 The payment to the Cardholder under Section 14.1 is up to the limits as shown in the Schedule of Benefits, provided always that the Cardholder shall have checked-in according to the itinerary given to him or her by the tour operator or carrier and shall have obtained written confirmation from the airline or shipping line or their handling agents that the flight or sailing was delayed by an event described in this section. Such confirmation must state the actual period of the delay.

14.3 The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the itinerary.

### Baggage Delay

14.4 In the event of a Cardholder's Baggage being temporarily lost or misplaced on an outward part of a Journey by the airline, shipping line or their handling agents and is not delivered to Cardholder within 8 (eight) hours of the scheduled arrival time, the Operator will reimburse the Cardholder up to the limits as shown in the Schedule of Benefits for the purchase of immediate necessities and charged to Amex Card within forty eight (48) hours or prior to return of the Baggage whichever is earlier. Written confirmation of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.

### Document Replacement

14.5 In the event of a Cardholder losing or misplacing (either permanently or temporarily) any essential documents needed whilst on a Journey, the Operator will arrange the payment of all reasonable costs necessarily incurred for replacing essential documents (including such items as personal computer discs and presentation slides) up to the limits shown in the Schedule of Benefits.

14.6 All such costs must be approved by the Operator prior to their being incurred. Replacement costs shall not be payable for any loss consequent or resulting from the loss beyond the physical cost of replacing said documents. The intrinsic value of a bankers bill of value (cheques, traveller's cheques and the like) or similar do is lost by a Cardholder, shall not be replaced.

## Section 13: EMERGENCY RETURN HOME

13.1 The Operator will pay all necessary additional travelling costs incurred in transporting the Cardholder to Principal Country of Residence early from a Journey (and, if required, back to the overseas location within the original period of the booked Journey) as a result of the following:

- (i) the sudden and unforeseen death or imminent demise, or the sudden and unforeseen hospitalisation due to the serious Bodily Injury or Illness, of a Relative in the Principal Country of Residence during the period of a Journey which requires the Cardholder's immediate return.

### Specific Exclusions Applying To Section 13

13.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

- (i) expenses which would have still been payable if the event giving rise to the claim, had not occurred;
- (ii) any Illness, or death, or imminent demise of a Relative due to Pre-existing Medical Condition; and
- (iii) any costs when the transportation has not been arranged by the Operator.

## Section 14: INCONVENIENCE

### Travel Delay

14.1 In the event of:

- (i) industrial action;
- (ii) adverse weather conditions;
- (iii) mechanical breakdown or derangement of the Cardholder's aircraft or sea vessel;

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

### Hijack

14.7 Should the Cardholder's means of transport be subject to a Hi-jack during a covered trip, the Operator will pay up to the limits shown in the Schedule of Benefits for each day of detention for a maximum of 21 (twenty one) days.

### Legal Expenses

14.8 The Operator will provide cover for legal expenses incurred up to the limits as shown in the Schedule of Benefits arising from the pursuit of a claim against a third party who has caused Bodily Injury to or Illness of the Cardholder whilst on a Journey outside Principal Country of Residence.

### Specific Exclusions Applying To Section 14

14.9 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

- (i) Payment in respect of the first 8 (eight) hours of delay (excluding payment for Hi-jack); being the Excess;
- (ii) Payment in respect of more than 2 (two) Cardholders travelling on the same Journey;
- (iii) Delay resulting from the failure of the Cardholder to provide the necessary correct documentation;
- (iv) Delay resulting from the failure of the Cardholder to allow reasonable time to reach the point of departure given the circumstances known at the time;
- (v) Delay arising as a result of any official Government suspension or cancellation of a service;
- (vi) In respect of Baggage delay or loss of documents, loss, temporary loss/misplacement not reported to either the police within 24 (twenty four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier.
- (vii) In respect of Hi-jack, claims arising from the Cardholder being individually selected as a victim as a result of their or their Family or business activities causing a reasonable expectation of increased risk;
- (viii) In respect of Legal expenses, any costs or expenses incurred in pursuing claims against a travel agent, tour operator, operator, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, operator, insurance agent or carrier contracted as part of the original Journey and not any third party's carrier booked directly by the Cardholder during the Journey;
- (ix) In respect of Legal expenses, any claim where in the opinion of the Operator there is insufficient prospect of success in obtaining a reasonable benefit;

- (x) In respect of Legal expenses, claims against any employer or whilst carrying on any business, trade or profession;
- (xi) In respect of Legal expenses, benefits rendered without the authorisation and/or intervention of Chubb Assistance; and
- (xii) In respect of Legal expenses, claims for professional negligence, fines, penalties, or punitive damages.

## Section 15: PURCHASE PROTECTION INSURANCE

### 15.1 Description of Coverage

Subject to the Schedule of Benefits, if a Covered Purchase, or a Covered Purchase given as a gift, is stolen or damaged, benefits will be paid subject to Section 15.2., Purchase Protection: Valuation, up to the amounts shown in the Schedule of Benefits.

Losses must occur within 90 days from date of Covered Purchase. No registration of the Covered Purchase is necessary.

Coverage is excess of USD 50 per event and every occurrence or any other applicable insurance or liability the Eligible Person may have. Coverage is limited only to those amounts not covered by any other insurance or liability, up to the original purchase amount. In no event will this coverage apply as contributing insurance. This insurance is excess of all other valid and collectable insurance clauses found in other insurance or liability language.

### 15.2 Purchase Protection Valuation

The Company shall be liable for the lesser of the following amounts:

- (i) the amount of the Covered Purchase indicated on the Eligible Account; or
- (ii) the actual cost to repair or replace the Covered Purchase with an item of like, kind and quality.

With respect to Covered Purchase which consist of articles in a pair or set, the Company's liability shall be limited to the cost of any particular part(s) which may be stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewellery or fine arts consisting of articles in a pair, set or collection will not be more than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection

### 15.3 Purchase Protection Scope of Coverage

The maximum liability of the Operator

under this Plan is as indicated in the Schedule of

Benefits Coverage limits for Eligible Persons are subject to limitations stated in the Schedule of Benefits.

## Specific Exclusions Applying To Section 15

15.5 Covered Purchases do not include: 1) boats; 2) motorised vehicles (including but not limited to aeroplanes, automobiles, trailers, caravans or any towed items and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle); 3) land or buildings (including but not limited to homes and dwellings); 4) travellers cheques, tickets of any kind, negotiable instruments, deposits or down-payments of any kind, bullion, rare or precious coins, cash or its equivalent; 5) plants or animals; 6) consumables and perishables; 7) items which the Eligible Person damages through alteration (including cutting, sawing or shaping); or 8) services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind).

15.6 Theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the Eligible Person by hand or under the personal supervision of the Eligible Person or the Eligible Person's travelling companion previously known to the Eligible Person. Items listed as stolen will be subject to Section 15.2., Purchase Protection: Valuation; Section 15.3., Purchase Protection: Scope of Coverage; and Section

15.7 Coverage is not provided for theft or damage caused by fraud, abuse, wear and tear, gradual deterioration, moths, vermin, inherent product defects, war or hostilities of any kind (including but not limited to invasion, rebellion or insurrection); any weapon of war employing atomic fission or radioactive force, whether in time of peace or war and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this Plan; confiscation by any government, public authority or customs official; risks of contraband, losses arising activity or acts; act of God (including but not limited to flood, hurricane and earth, property while in the care, custody or control of any Common Carrier.

15.8 Coverage is not provided for loss or damage when the Eligible Person fails to exercise due Diligence to avoid or diminish loss or damage to a Covered Purchases.

15.9 Items stolen from public places are not covered unless they are locked wherever and whenever circumstances permit. Stolen items are not covered unless they are reported as stolen, within 36 hours, to the police or an appropriate authority where the incident took place.

15.10 Items stolen from unattended vehicles are not covered. Any additional exclusions are indicated in the Schedule of Benefits.

## Section 16: EXTENDED WARRANTY

16.1 Subject to the Schedule of Benefits, coverage is provided which doubles the original manufacturer's warranty period, if applicable, to a period of not

exceeding twenty four (24) months from the date the Covered Purchase was bought as indicated in the applicable Schedule of Benefits. Coverage is also provided for items which carry a store brand warranty, but only if the store warranty is on a store-branded item. If a warranty is purchased with the product, in addition to the manufacturer's original warranty or store warranty, coverage hereon is applicable only after all other warranties expire but only within twenty four (24) months from the date the Covered Purchase was bought. No registration of the Covered Purchase is necessary. Covered Purchases given as gifts are covered.

16.2 If a Covered Purchase ceases to operate satisfactorily and requires repair during the period covered by this Plan, benefits will be paid to cover the cost of the repair. The item may be replaced, instead, at the Company's option. In no event will this Plan pay more than the actual purchase.

## Specific Exclusions Applying To Section 16

16.3 Covered Purchases do not include: 1) boats; 2) motorized vehicles (including but not limited to airplanes, automobiles, trailers, caravans or any towed items and motorcycles) but their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle); 3) land or buildings (including but not limited to homes and dwellings); 4) consumables and perishables or services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind).

16.4 Covered Purchases do not include items acquired for a purchase price exceeding US\$1,000.

16.5 Original warranty which is not valid in Kingdom of Saudi Arabia and/or the validity period is of less than three (3) months.

16.6 Any additional exclusions are indicated in the Schedule of Benefits.

## Section 17: RENTAL COLLISION DAMAGE WAIVER

### 17.1 Specific Definitions

**Rental Vehicle** - passenger vehicles authorised to use public roads (passenger cars, estate cars and vans, authorised to carry up to nine people) hired on a daily or weekly basis from an authorised rental agency or hire car firm, which was paid for in full with Your Card. Benefit cover is granted for the duration specified in the rental agreement, but not more than 31 days. Loss Damage Waiver is only valid for rental vehicles rented and driven outside of the Principal Country of Residence.

**Rental Vehicle Insurance** - the primary insurance held by a licensed car rental agency or company in respect of the rental vehicle covering risks such as third part liability, or theft of the rental vehicle.

**You I Your/ Driver** - the Cardholder being the named first driver in the rental agreement, and other

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

Cardholder's specifically listed in the rental agreement, being at least 21 years of age, in possession of a valid driver's license valid for the class of rental vehicle.

**We** will pay up to the amount shown in the Schedule of Benefits to indemnify you if the licensed rental agency or company holds you responsible for costs arising from material damage to the Rental Vehicle during the period of hire resulting from damage, fire, vandalism, or theft of the Rental Vehicle during a covered Journey.

### Special Conditions Applying To Section 17

17.2 No cover will apply to any driver who:

- (i) does not hold a valid driving license for the class of Rental Vehicle being driven (such license issued in the Principal Country of Residence or in the country issuing the Driver's passport);
- (ii) has more than three convictions for speeding or has collected more than nine points on their driving license within the five years prior to the trip;
- (iii) has any conviction (or pending conviction) for driving whilst under the influence of a drug or drugs;
- (iv) has had a conviction (or pending conviction) for drink driving, within the last two years;
- (v) has been suspended (or is awaiting prosecution) for dangerous driving;
- (vi) is under 21 years of age;
- (vii) violates the conditions of the rental agreement.

17.3 No cover under will apply in respect of the following types of Rental Vehicle:

- (i) Rental Vehicles being used for reward, motor racing, rallies, speed, endurance tests, or practicing for such events.

17.4 The driver will be covered when renting only one passenger car at any one time.

17.5 Benefit cover is granted for the duration specified in the rental agreement, but not more than 31 days.

17.6 Revolving or lease type contracts are not covered.

17.7 Anything mentioned in GENERAL CONDITIONS.

### Specific Exclusions Applying To Section 17

17.8 We will only pay in excess of any insurance which is included in the rental agreement or any other insurance that You hold which covers the same incident.

17.9 Claims made against You by Your Relatives, any Cardholders on Your account and their Relatives, or any passengers or anyone who works for You.

17.10 Mopeds and motorbikes, commercial vehicles, trucks, motor homes and vehicles not licensed for road use including but not limited to trailers and caravans.

17.11 Vehicles used off-road, in or in training for racing competitions, trials rallies or speed testing.

17.12 Loss and/or damage to vintage cars over 20 years old, or cars that have not been manufactured for at least 10 years.

17.13 Loss and/or damage resulting from failure of any person to observe the maintenance and operating instructions supplied with the Rental Vehicle.

17.14 Loss and/or damage caused by wear and tear, insects or vermin.

17.15 Loss and/or damage arising from the Rental Vehicle being employed for a purpose other than that stated in the rental agreement.

17.16 Any costs where You admit liability, negotiate, make and promise or agree any settlement.

17.17 Any fines and punitive damages.

17.18 Anything mentioned in the General Exclusions.

## Section 18: WINTER SPORTS EXTENSION

18.1 The Plan is extended to include Winter Sports coverage subject to the following terms & conditions:

(i) Winter Sports cover is for a maximum of 17 days for each annual insurance period and is only available to persons aged under 65 years.

(ii) Winter Sports shall mean:

- a. On-piste skiing or snowboarding
- b. Off-piste skiing or snowboarding where accompanied by a qualified guide or instructor
- c. Cross country skiing on recognised routes and with a guide
- d. Sledging
- e. Outdoor ice skating on recognized public rinks

(iii) Excluded Activities: Examples of Winter Sports activities not covered under this extension are Bobsleighing, Heli Skiing, Para Skiing, Ice Hockey, Lugging, Use of Skeletons, Ski Acrobatics, Ski Racing, Ski Jumping etc.

(iv) All other terms, conditions, exclusions of the main Plan will apply to the coverage under this extension.

## Section 19: SCHEDULE OF BENEFITS

19.1 As Attached at the end of this Plan document

In case of any discrepancy, the Schedule of Benefits prevails over the Plan wording.

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

### Section 20: GENERAL CONDITIONS

- 20.1 The Cardholder must take reasonable care to prevent loss, theft, damage, expense, liability, Bodily Injury or Illness, and to protect, save and/or recover Baggage and Money.
- 20.2 Chubb Assistance shall use its best endeavours to provide the Benefits and Services described in this Certificate but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations and intervention depends on Chubb Assistance obtaining the necessary authorisations issued by the various authorities concerned. Chubb Assistance shall not be required to provide Benefits and Services to the Cardholders, who in the sole opinion of Chubb Assistance are located in areas which represent war risks, political or other conditions such as to make such Services impossible or reasonably impracticable.
- 20.3 Written notice of any event or proceedings which may give rise to a claim shall be given to Operator within 30 (thirty) days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by Operator shall be provided at the expense of the Cardholder or their legal representative. A claim form must be completed by the Cardholder and submitted to Operator within 90 (ninety) days of such event. This time limit may be extended subject to the prior approval of Operator where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- 20.4 If the Cardholder or anyone acting on his/her behalf makes a fraudulent claim under this Certificate the Operator:
- are not liable to pay the claim and any future claim;
  - may recover from the Cardholder any sums paid to the Cardholder in respect of the fraudulent claim; and
  - may by notice to the Cardholder treat the Certificate as having been terminated with effect from the fraudulent act.
- 20.5 If the Benefits and Services of this Certificate are covered in whole or in part by any other insurance and/or national insurance programme and/or any other source, the Cardholder shall only be entitled to claim those costs, which cannot be recovered by the Cardholder from such other sources.
- 20.6 Except Assistance Services and Travel Inconvenience, the claims under any Benefits' category are limited to ten arising from the same incident.
- 20.7 Any portion of a Cardholder's travel ticket, which is unused following the provision of evacuation /repatriation Services or cancellation Benefits, is to be surrendered to the Operator.

- 20.8 Operator may at any time and at their own expense and without prejudice to this Certificate take proceedings in the name of the Cardholder to obtain compensation or secure a payment from any third party in respect of any event giving rise to the provision of Benefits and Services.

### Section 21: GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

This Certificate does not cover:

- 21.1 Any Trip in excess of 91 days or where a return trip was not booked prior to departure;
- 21.2 Any claim which is more specifically covered elsewhere, as more fully set forth in General Conditions
- 21.3 Claims for events occurring after the Journey;
- 21.4 Any claim in respect of Cardholders aged 81 (eighty one) years or older at the start of a Journey.
- 21.5 Any Pre-existing Health Disorder or Condition or congenital anomalies or any complication arising therefrom;
- 21.6 Any Journey booked or undertaken against medical advice;
- 21.7 Any Journey specifically undertaken with the intention of obtaining medical treatment;
- 21.8 Any Journey booked after receipt of a terminal prognosis of Cardholder or Relative;
- 21.9 Any claim arising from or related to psychiatric disorders infirmities or conditions for which treatment has previously been received;
- 21.10 Any claim arising from pregnancy, unless unexpected complications arise, and in no circumstances where the pregnancy has entered the 7th month at the start of a Journey;
- 21.11 Any claim arising from or related to wilfully self-inflicted Bodily Injury or Illness, insanity, alcohol, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life) or suicide;
- 21.12 Any claim resulting from the failure of the Cardholder to exercise all reasonable care to protect themselves and their property;
- 21.13 The commission of, or the attempt to commit, an unlawful act;
- 21.14 Any claim arising from or related to involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to claims in any way caused or contributed to by an Act of Terrorism or war regardless of any contributory causes(s);
- 21.15 Any claim arising from or related to; loss or destruction of, or damage to, any property whatsoever or any other loss or expense whatsoever.

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

21.16 any legal liability of whatsoever nature. Caused by or contributed to by or arising from:

- (ii) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (iii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (iv) nuclear reaction, nuclear radiation or radioactive contamination

21.17 Any claim arising from or related to:

21.17.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

21.17.2 any Act of Terrorism.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 21.17.1 and/ or 20.17.2 above. If the Operator allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Cardholder. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

21.18 Services provided by any party other than Chubb Assistance for which no charge would be made if this Certificate were not in place;

21.19 Claims notified more than 90 (ninety) days after the date of an event, as more fully set forth in General Condition 20.3;

21.20 The Cardholder working overseas exercising any form of hazardous work, being work with an increased risk of death, injury or illness, in connection with any business, trade or profession;

21.21 Any claim arising from or related to the Cardholder engaging in any form of aerial flight except as a fare-paying passenger on a regular scheduled passenger airline;

21.22 Any loss sustained while the Cardholder is engaged in any hazardous activity, pastime or pursuit such as caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis;

21.23 any loss sustained while the Cardholder is participating in any professional sports,

21.24 Any claim arising from or related to the Cardholder engaging in any winter sports;

21.25 Any claim arising from or related to the Cardholder engaging in active service in the armed forces of any nation;

21.26 Any claim arising from or related to HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).

21.27 Any claim arising from or related to any form of Financial Guarantee, Surety or Credit Indemnity.

21.28 Any claim arising from or related to the Cardholder travelling to a country where the Foreign and Commonwealth Office has advised against non-essential travel.

21.29 Any claim arising from or related to the cessation of trading of the tour operator, agent or other transport provider.

21.30 Any claim resulting from a pandemic or epidemic.

21.31 Any loss of which a contributing cause was the Cardholder's attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest by the Cardholder,

21.32 any loss sustained while flying in any aircraft or device for aerial navigation as pilot or crew;

21.33 congenital anomalies and conditions arising out of or resulting there from, hernia or dental treatment except to sound natural teeth as occasioned by illness.

21.34 driving or riding as a passenger in or on

21.34.1 any vehicle engaged in any race, speed test or endurance test or

21.34.2 any vehicle being used for acrobatic or stunt driving;

21.35 Any expenses which are recoverable by the Cardholder from any other source.

21.36 travel in, to through Afghanistan, Iraq, Cuba, Democratic Republic of Congo, Iran, Liberia or Syria.

### Section 22: REQUESTING EMERGENCY MEDICAL OR TRAVEL ASSISTANCE

22.1 Emergency Medical and Travel assistance Services are available 24 hours a day from Chubb Assistance.

In the event that the Cardholder requires these Services, please

**Call +7695 804 13 966**

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

### Section 23: HOW TO MAKE A CLAIM

23.1 The Cardholder must first check his/her Plan wording and the relevant section(s), terms, conditions and exclusions, to ensure that what You are intending to claim is covered under the Plan. Original invoices, receipts, official reports, tickets, agreements, credit or debit card statements and any other documentary evidence will be required to be submitted in support of any claim.

23.2 Upon contacting Us to report a claim, the Cardholder should request a claim form, which should be returned to the address given within 21 (twenty-one) days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

#### Our contact details are:

Chubb Arabia Cooperative Insurance Company  
Khobar Business Gate, King Faisal Road, P.O. Box  
2685, Khobar 31952, Kingdom of Saudi Arabia

### Section 24: COMPLAINTS PROCEDURE

18.1 We are dedicated to providing a high-quality service and want to maintain this at all times. If You are not happy with Our service, please contact Us, quoting the first 9 digits of Your card number and/or claim number, so We can deal with the complaint as soon as possible.

#### Our contact details are:

Chubb Arabia Cooperative Insurance Company  
Khobar Business Gate, King Faisal Road, P.O. Box  
2685, Khobar 31952, Kingdom of Saudi Arabia

### Section 25: OTHER PROVISIONS

#### Sanctions

No operator shall be deemed to provide cover and no operator shall 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 operator, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, national law or United States of America.

#### Data Protection and Marketing

The Personal Information You provide Chubb Arabia is the data controller and We accept fully Our responsibility to protect the privacy of customers and the confidentiality and security of Personal Information entrusted to Us.

In this notice, where We refer to Personal Information, this means any information that identifies an individual and includes any sensitive Personal Information (e.g. information about health or medical condition(s)). Where We refer to 'You' or 'Your' Personal Information, this will include any

information that identifies another person whose information You have provided to Us (as We will assume that they have appointed You to act for them). You agree to receive on their behalf any data protection notices from Us.

We will use Your Personal Information for the purpose of providing insurance services. By providing Personal Information, You consent that Your Personal Information, will be used by Us, Our group companies\*, Our reoperators, Our service providers/ business partners, and Our agents for administration, customer service, claims handling, assistance services, customer profiling, and for management and audit of Our business operations. We may also pass Your Personal Information to other operators and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires us to do so.

We will not share Your sensitive Personal Information unless We have either specific consent from You or Your nominated personal representative or We are required to do so by law. We may transfer Your Personal Information to other countries which may not have the same level of data protection as your home country, but if We do, We will ensure appropriate safeguards are put in place to protect Your Personal Information.

#### For questions regarding Your Personal Information, please contact:

Chubb Arabia Cooperative Insurance Company  
Khobar Business Gate, King Faisal Road, P.O. Box 2685,  
Khobar 31952, Kingdom of Saudi Arabia

#### Marketing

Unless You have informed Us otherwise, We may contact You to let You know about any goods, services or promotions that may be of interest to You. If You decide You would prefer not to receive promotional information from Us, You can contact:

Chubb Arabia Cooperative Insurance Company  
Khobar Business Gate, King Faisal Road, P.O. Box 2685,  
Khobar 31952, Kingdom of Saudi Arabia but if You do, You may miss out on special promotions.

#### Surplus

As per article 70 (2e) of the Implementing Regulations of the Law on Supervision of Cooperative Insurance Companies promulgated by Royal Decree No. (M/32) dated 2.6.1424 H. which states that "10% of the net surplus shall be distributed to the Plan-holder directly, or in the form of reduction in contribution for the next year. The remaining 90% of the net surplus shall be transferred to the shareholders' income statement," (as compensation for provided services).

#### Payments

Respective Operator shall make the payments to Eligible Cardholders. Payment of any indemnity shall be subject to the laws and governmental regulations that are in effect in the country of payment.

Where allowable by law, Benefit for Loss of Life is payable to the beneficiary designated by the Insured Person. If there has been no such designation, then payment of claim will be to the Insured Person's first surviving beneficiary as follows:

a) Spouse;

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

- b) Children, in equal shares;
- c) Parents, in equal shares;
- d) Brothers and sisters, in equal shares; or
- e) Executor or administrator

All other benefits will be paid to the Insured Person or other appropriate party where necessary. Payment of any indemnity shall be subject to the laws and governmental regulations then in effect in the country of payment.

### **Arbitration**

If any difference shall arise as to the amount to be paid under this Insurance Plan (liability being otherwise admitted) such differences shall be referred to the Saudi Arabian Committees for Resolution of Insurance Disputes and Violations. Where any difference is by this Condition to be referred to the Committee the making of an award shall be a condition precedent to any right of action against the operator.

### **Interpretation**

In the event of any difference in the interpretation between the English and Arabic texts in this Insurance Plan, the Arabic text shall prevail.



# CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

## Section 19: SCHEDULE OF BENEFITS

| USAGE   | PLATINUM                                       |
|---|--|
| Trip Duration Limit                             | 91 days  |
| Maximum Days / Insurance Policy Period          | 183 days                                       |
| Winter Sports                                   | Maximum 17 days                                |
| Maximum Age                                     | 80   |
| <b>FAMILY COVER</b>                             | <b>Yes, if travelling with the card member</b> |
| <b>MEDICAL &amp; RELATED EXPENSES</b>           |  |
| Excess  | \$ 100   |
| Emergency Medical Expenses                      | \$ 150,000                                     |
| Emergency Dental treatment                      | \$ 750   |
| Repatriation Evacuation                         | Not Covered                                    |
| Repatriation of Remains                         | \$ 5,000                                       |
| Additional Costs for Accommodation              | 100 USD - 5 DAYS                               |
| Additional Travel Expenses                      | Not Covered                                    |
| Visit of Close Relative                         | 100 USD - 5 DAYS                               |
| Return Home of Child                            | \$ 1,000                                       |
| Medical Assistance to Children at Home          | \$ 1,000                                       |
| <b>TRAVEL ACCIDENT (PUBLIC CONVEYANCE ONLY)</b> |  |
| Death   | \$ 350,000                                     |
| Dismemberment                                   | \$ 350,000                                     |
| <b>TINC</b>                                     |  |
| Excess  | 8 hours  |
| Flight Delay                                    | \$ 900   |
| Missed Connection                               | \$ 800   |
| Luggage Delay                                   | \$ 900   |
| <b>CANCELLATION / CURTAILMENT</b>               |  |
| Excess  | \$ 50  |
| Cancellation                                    | \$ 800   |
| Curtailement                                    | \$ 1,000                                       |
| <b>PERSONAL PROPERTY</b>                        |  |
| Excess  | \$ 50  |
| Luggage Loss                                    | \$ 2,000                                       |
| Single Article Limit                            | \$ 250   |
| Valuables Limit in Total                        | \$ 300   |
| Loss of Money                                   | \$ 1,000                                       |
| Loss of Travel Documents                        | \$ 1,000                                       |

## CHUBB ARABIA - AMEX CARDS INSURANCE PROGRAMME

### LEGAL ASSISTANCE

|                              |             |
|------------------------------|-------------|
| Lawyer Referrals             | \$ 1,000    |
| Legal Assistance             | Covered     |
| Legal Expenses               | Not Covered |
| Advance Payment of Bail Bond | \$ 10,000   |

### PERSONAL LIABILITY

|              |            |
|--------------|------------|
| Per Incident | \$ 500,000 |
|--------------|------------|

### RETAIL PROTECTION

|              |           |
|--------------|-----------|
| Per Incident | \$ 2,500  |
| Per Year     | \$ 20,000 |

### EXTENDED WARRANTY

|              |          |
|--------------|----------|
| Per Incident | \$ 1,000 |
| Per Year     | \$ 2,000 |

### COLLISSION DAMAGE WAIVER

|                           |           |
|---------------------------|-----------|
| Stolen or Damaged Vehicle | \$ 50,000 |
|---------------------------|-----------|

### ASSISTANCE SERVICES

#### MEDICAL EMERGENCY ASSISTANCE

|   |         |
|---|---------|
| Referrals to medical services                                   | Covered |
| Dispatch of Doctor on the spot                                  | Covered |
| Hospital admission  | Covered |
| Dispatch of necessary medicine that cannot be found locally     | Covered |
| Replacement of Broken, Lost or Stolen Glasses or contact lenses | Covered |
| Transfer of lost or forgotten prescriptions                     | Covered |

#### PERSONAL ASSISTANCE

|   |         |
|---|---------|
| Information for preparing a journey                             | Covered |
| Information on visas, passports                                 | Covered |
| Information on inoculation requirements for foreign travel      | Covered |
| Information on customs and duty regulations                     | Covered |
| Information on foreign exchange rates and value added taxes     | Covered |
| Referrals to American Express Travel Service Offices World-wide | Covered |
| Referrals to Embassies or Consulates                            | Covered |
| Referrals to Interpreters                                       | Covered |
| Dispatch of Interpreters  | Covered |

#### TRAVEL ORIENTED MEDICAL ASSISTANCE

|                            |                |
|----------------------------|----------------|
| Cash advances              | Up to \$ 1,000 |
| Urgent message relay       | Covered        |
| Luggage assistance         | Covered        |
| Assistance for return trip | Up to \$ 1,000 |