

TERMS AND CONDITIONS

The purpose of these Terms and Conditions is to define the terms and conditions of application of the travel assistance cover specified below issued by **Old Mutual Insurance Uganda Ltd** (the "**Terms and Conditions**").

1. DEFINITIONS

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

Abroad: any country outside of the Country of Residence, on a worldwide basis or within the geographical scope covered 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 to provide the coverages of the Policy.

Beneficiary: individual resident in the Country of Residence who is less than 85 years (except for the WW Student Plan where the age limit is 30 years) when assistance is asked for, and a holder of a Policy subscribed with the Insurer or designated as the Beneficiary person under a Policy.

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 their immediate ascendants at first degree, resident in the Country of Residence.

Country of Residence: Uganda except for the Inbound Karibu Plan where the Country of Residence is worldwide excluding Uganda.

Currency: money in circulation as a medium of exchange in Uganda or Abroad.

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

Dollar (USD): currency that is legal tender in the United States of America.

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

Family: refers to the Beneficiary and his/her Close Relative.

Hospitalization: any unexpected admission in a hospital rendered necessary due to the state of health of the patient. By "admission", it is understood that in all cases, an admission form is necessarily filled in by the Beneficiary before being hospitalized. The admission 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.

Insurer: Old Mutual Insurance Uganda Ltd.

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.

Spouse: the Beneficiary's legally married husband or wife.

CONDITIONS FOR APPLICATION OF THE COVERAGES

2. VALIDITY OF THE COVERAGES

Travel assistance coverages are valid outside of the Country of Residence (except for Inbound Karibu Plan where the travel assistance coverages are valid inside of the Country of Residence) for the period of validity of the Policy; they only apply from the first (1st) day of travel abroad to the ninety-second (92nd) consecutive travel days.

For durations of 6 months (semi-annual multi trip) and 12 months (annual multi trip), the covers only apply from the first (1st) day of travel abroad to the ninety-second (92nd) consecutive travel day per trip.

For Student Plan – the duration of the trip can be up to a maximum of 365 consecutive days.

The coverage of the Policy shall not be extended after the start of the covered trip.

3. TERRITORY

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

- Africa & Asia Plan: Africa & Asia.
- Schengen Essential Plan: Schengen Area.
- Schengen Elite Plan: Schengen Area.
- Worldwide Essential Plan: Worldwide.
- Worldwide Elite Plan: Worldwide.
- Inbound Karibu Plan: Uganda.
- Student (Up to 30 years old) Plan: Worldwide.
- Corporate Plan: 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 Beneficiary 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 the Country of Residence, 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 EXPENSES (INCLUDING EPIDEMICS AND PANDEMICS)

In the event of an accident or sudden illness of the Beneficiary occurring outside the Country of Residence, the Assistance Company will pay the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees, and pharmaceutical products, prescribed by the attending doctor.

The Assistance Company's medical team will maintain the telephone contacts necessary with the center and with the doctors who attend to the Beneficiary to supervise the provision of proper health care.

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 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, are not covered urgent medicines costs 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.

2. COMPULSORY QUARANTINE EXPENSES BECAUSE OF EPIDEMICS AND PANDEMICS

The insurer will cover the accommodation costs derived from a mandatory quarantine during a Beneficiary trip and is isolated in a hotel and / or hospital of his own costs. This compensation will be limited to covering accommodation costs and subject to

presentation of the medical diagnosis, the medical quarantine order, and the hotel / convalescent hospital invoice in order to obtain reimbursement of the costs incurred. Other costs (food, laundry, additional services, etc.) will remain excluded from this cover.

3. EMERGENCY MEDICAL EVACUATION AND REPATRIATION (INCLUDING EPIDEMICS AND PANDEMICS)

In the event of an accident or sudden illness, that is not pre-existing, and which is acute, the Assistance Company will take charge of transferring the Beneficiary to a properly equipped health center or repatriating to his/her usual Country of Residence.

The Assistance Company's medical team will maintain the telephone contacts necessary with the doctors attending to the Beneficiary and will decide which health center the Beneficiary is transferred to or whether repatriation is necessary, depending on the situation or gravity of the state the latter is in.

The Assistance Company will arrange the evacuation, using the means it deems suitable, based on the medical evaluation of the seriousness of the Beneficiary's condition. These means may include air ambulance, surface ambulance, regular airplane, railroad, or other appropriate means. All decisions relating to the means of transportation and the final destination will be made by the Assistance Company.

Approval and arrangements shall be taken from the Assistance Company. In case any transportation or arrangement is made without obtaining prior approval from the Assistance Company, fees shall be paid by the Beneficiary. This cover is subject to a limit provided by the referred plan.

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

Common provisions:

- 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.
- 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.
- The Assistance Company shall find a bed in an appropriate medical facility according to its Medical Team recommendation or agreement.
- In all cases, the final decision regarding transportation, place of hospitalization, 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.
- 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 to assess the appropriateness of Medical Transportation.

- In all cases the Beneficiary's Baggage – excluding essential personal effects – shall remain the responsibility of the Beneficiary or of a Close Relative.

4. EMERGENCY DENTAL CARE

In case of emergency, the Assistance Company will provide the Beneficiary party with the dental assistance required abroad. However, this coverage is restricted to the treatment of pain, infection and removal of the tooth/teeth affected. Fillings and false teeth are excluded from this cover. The implementation of this cover is subject to the Assistance Company's priori agreement.

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

5. OPTICAL EXPENSES

The Assistance Company guarantees the payment of urgent optical fees provided by a medical practitioner or optician up to the amount as specified in the Schedule of Benefits.

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

6. FOLLOW UP TREATMENT IN THE COUNTRY OF RESIDENCE

If a Beneficiary incurs follow up treatment in the Country of Residence for an Illness or Accident; or optical or dental condition arising from Accident; which was first treated outside his/her Country of Residence, the Assistance Company will pay the Beneficiary up to the amount shown in the Schedule of Benefits for those expenses provided such medical expenses are incurred within 30 days of his/her return to the Point of departure and provided such expenses are not recoverable by or on his/her behalf from any other source.

7. COMPASSIONATE VISIT BY A CLOSE RELATIVE

If the Beneficiary is hospitalized abroad for a period greater than five (5) consecutive days, occurring whilst he/she was travelling alone Abroad, the Assistance Company arranges the return travel of a Close Relative of legal age as specified in the Schedule of Benefits from the Country of Residence to allow a Close Relative to go to their bedside.

The Assistance Company can arrange the return travel of a Close Relative of legal age as specified in the Schedule of Benefits as soon as the duration of hospitalization is known to be above five (5) consecutive days.

8. ESCORT OF A BENEFICIARY WHO IS LESS THAN 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 to the Country of Residence 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 authorized 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 arranges and pays for the economy class return airline ticket of that accompanying person, their on-site hotel

expenses (bed and breakfast only) up to the maximum amount as specified in the Schedule of Benefits, and also the fees and travel expenses of the qualified staff member, if necessary. A one-way ticket for the children is also paid for provided that the tickets or means initially scheduled for their return cannot be used or modified.

If the ticket held by the children cannot be used for return home in the Country of Residence, the Beneficiary shall relieve this non-used ticket to the Assistance Company or reverse any refund obtained from the carrier.

The parents of the child holding a non-used nor modifiable travel ticket have to comply with the necessary steps for obtaining the reimbursement of the said travel ticket from the issuer of this ticket and have to justify their actions to the Assistance Company. Any eventual sum so received shall be reversed to the Assistance Company.

9. EXTENSION OF BENEFICIARY'S STAY

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 Hospitalization 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 Schedule of Benefits.

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. EMERGENCY RETURN OF ACCOMPANYING PERSON

Should the Beneficiary be hospitalized due to sudden illness or accident for more than ten days or deceased, the Assistance Company will meet the cost of repatriating one immediate family member accompanying the Beneficiary at the moment of the event, to his usual place of residence, when the latter is placed in the same Country of Residence of the Beneficiary, and provided this immediate family member is unable to travel by his/her own means of transport or the means of transport used for the initial trip. This cover is subject to a limit provided by the referred plan.

11. EXTENSION OF STAY OF ACCOMPANYING PERSON

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 Hospitalization 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 Schedule of Benefits. 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.

12. EARLY RETURN DUE TO THE DEATH OF A CLOSE RELATIVE

If a Close Relative of the Beneficiary dies, including their children who are less than 18 years old, the Assistance Company arranges the return travel of the Beneficiary to allow him/her to attend the funeral in the Country of Residence of that Close Relative and provides him/her with a return ticket (economy class airline, 1st class by train).

This outward journey on such a ticket is to be used to attend the funeral within thirty (30) days of the date of death.

This is paid for up to the maximum amount as specified in the Schedule of Benefits.

13. HOSPITAL BENEFIT

If we accept a claim under the Article "Emergency Medical Expenses", we will also pay you up to the amount shown in the Schedule of Benefits for incidental expenses for each continuous 24-hour period that you have to spend in hospital as an in-patient outside the Country of Residence.

Specific exclusions:

In addition to the General Exclusions, are not covered:

- Any additional period of hospitalization relating to treatment or surgery, including exploratory tests, which are not directly related to the bodily injury or medical condition which necessitated your admittance into hospital.
- Any additional period of hospitalization relating to treatment or services provided by a convalescent or nursing home or any rehabilitation center.

14. SENDING MEDICINES ABROAD

If it is impossible to find, in situ, the medicines or their equivalent prescribed, before departure, by the treating doctor in the Country of Residence which are essential for the continuation of the treatment, the Assistance Company searches for them.

If they are available, the Assistance Company deals with their shipping as quickly as possible, subject to local legal constraints and the transportation resources available.

This cover is valid for one-off requests. Under no circumstances may it be granted in respect of long- lasting treatments which would need regular shipments or in respect of a vaccination request.

The Assistance Company shall bear the cost of shipping.

15. BURIAL/CREMATION EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE

In the event of death of the Beneficiary, the Assistance Company shall, on presentation of supporting documentation, repay to the Beneficiary the costs of the ceremony, burial or cremation incurred in connection with the Beneficiary's funeral, up to the amounts specified in the Schedule of Benefits.

16. RETURN OF MORTAL REMAINS (BODY/ASHES)

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 the Country of Residence.

The Assistance Company pays for the transportation expenses and the

related expenses up to the maximum amount as specified in the Schedule of Benefits.

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.

17. PERSONAL ACCIDENT

17.1 ACCIDENTAL DEATH OCCURRED IN MEANS OF PUBLIC TRANSPORT

This benefit provides coverage to the beneficiary when entering, exiting, or riding as a passenger on a common carrier, such as airline, bus, train, or cruise ship.

In case of death, the Assistance Company will pay the amount shown in the Schedule of Benefits.

Special conditions:

- The benefit will be paid to the deceased Beneficiary person's estate.
- The declaration of the death must be done within thirty (30) days of the date of the death.

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.

17.2 PERMANENT TOTAL / PARTIAL DISABILITY

Where an accident should lead to the Permanent Total Disability or Permanent Partial Disability of the Beneficiary, the Beneficiary shall be indemnified by the Assistance Company up to the maximum amount as specified in the Schedule of Benefits.

If the Beneficiary suffers from Permanent Total Disability or Permanent Partial Disability, the following amounts may be paid, but in any case, will not exceed 100% of the benefit amount for Permanent Total Disability.

Loss of:	Benefits Amounts
Both Hands	100% of the Permanent Total Disability amount
Both Feet	
Entire sight in both eyes	
One hand and one foot	
One hand or foot and the entire sight of one eye	50% of the Permanent Total Disability amount
One hand	
One foot	
The entire sight of one eye	

- Benefit is not payable to the Beneficiary:
 - Under permanent total disability, until 6 months after the date you sustain bodily injury.
 - Under permanent total disability, if the Beneficiary is able or may be able to carry out any occupation after 6 months.

- The benefit will be paid to the Beneficiary or to the Beneficiary person's estate.
- 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.

17.3 Specific exclusions for Personal Accident:

In addition to the General Exclusions, the consequences that originated or produced are not covered 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 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 Terms and Conditions.
- The consequences of accident that occurred prior to the coming into force of this insurance are also excluded, even though 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 guaranteed object of this Policy:

- 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 travelers, 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.

18. CANCELLATION OR CURTAILMENT

The Assistance Company will pay, up to the sum insured as specified in the Schedule of Benefits per trip, 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 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, illness, or complication of pregnancy of:

- 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,
- a Beneficiary's Close relative,
- 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:

- the Beneficiary falls ill in the Country of Residence with an infectious disease and cannot travel.
- 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).
- 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 the same terms 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.

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 from the medical practitioner treating the injured person, stating that this necessarily and reasonably 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 based 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.

Specific exclusions:

In addition to the General Exclusions, are not covered:

- pre-existing medical conditions predating the first subscription of the Policy and having given rise to a consultation, hospitalization or other medical treatment within the six (6) months prior to the request for assistance;
- the excess specified in the Schedule of Benefits applied per claim and per 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);
- 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 from the 26th week;
- failure to obtain the required passport or visa;
- 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;
- 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 this clause;
- 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.

19. FLIGHT DELAY

The Assistance Company warrants to indemnify the Beneficiary for unforeseen expenses he/she had to incur due to a flight delay 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.

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

Specific Exclusions:

Delays or late arrivals because of events excluded as part of general exclusions 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 the Excess specified in the Schedule of Benefits.
- 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.

20. MISSED DEPARTURE OR MISSED CONNECTION

The Beneficiary is indemnified, up to the amount shown in the Schedule of Benefits, for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching his/her overseas destination, connecting flights outside of the Country of Residence or returning to the Country of Residence 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.

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 "Flight Delay" or once under "Missed departure / missed connection" for the same event, not twice or all.

Specific exclusions:

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.

21. THEFT, LOSS OR DAMAGE BAGGAGE WITHIN THE CARE OF THE AIRLINE

The Assistance Company warrants the baggage theft, loss or damage duly registered with an I.A.T.A. affiliated airline company, within the limits mentioned in the Schedule of Benefits.

Specific exclusions:

Means of payment (cash, checks, credit cards).

- Travel tickets, manuscripts, documents, books, business papers, passport, identity card.
- Perfumes, perishable commodities, eating.

This benefit 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.

All claims regarding the theft, loss or damage baggage must be accompanied with relevant documents such as the original copies of invoices, the property irregularity report (PIR) and all requested documents by the Assistance Company.

22. DAMAGE ON LAPTOP OR MOBILE PHONE

The Assistance Company will pay for the accidental loss, theft or damage to the Beneficiary's portable business equipment (laptop and/or mobile phone) duly registered with an I.A.T.A. affiliated airline company or carried by the Beneficiary as personal cabin luggage that occurred during the flight.

Specific conditions:

It is a condition of payment that loss or damage attributable to theft, vandalism or loss or damage by carriers be reported to the local police or appropriate authority as soon as possible after discovery of the loss and that a written acknowledgement of the report be obtained.

- The repair or replacement cost of a mobile phone shall be limited to 25% of the actual value or of the benefit as stated in the Schedule of Benefits whichever is lower.
- The repair or replacement cost of mobile phone shall be limited to 25% of the actual value or of the benefit as stated in the Schedule of Benefits whichever is lower.
- Reasonable measures to save and recover the laptop or the mobile phone must have been taken by any Beneficiary.
- The Beneficiary shall, in respect of property, which may become the subject of a claim:

- endeavour to minimise any loss;
- not abandon any damaged property.
- The basis of settlement for item purchased within the 12 months prior to the trip will be the replacement value of item determined at the Assistance Company's discretion. The Assistance Company may choose to replace, repair or pay directly to the Beneficiary. The item must be supported by proof of purchase.
- To account for wear and tear the Assistance Company will pay a maximum of 75% of the replacement value for item purchased more than 12 months prior to the trip, decreasing thereafter at 10% per year from date of purchase. This benefit shall be limited to the benefit limits specified in the Policy.

Specific exclusions:

The Assistance Company will not be liable for:

- damage or loss arising from electrical or mechanical breakdown of any item; or
- damage to or replacement of any electronic data or software; or
- scratching or breakage of fragile or brittle items; or
- damage or loss arising from normal wear and tear, decay, a defective feature of the object itself, destruction by moth or vermin, mould or fungus, insects, rodents, any process of cleaning, ironing, pressing, repairing, restoring or alteration; or
- loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities or shortages due to errors, omissions or depreciation value; or
- loss, destruction or damage directly occasioned by pressure waves caused by aircraft or any other aerial devices travelling at sonic or supersonic speeds; or
- loss, destruction or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause; or
- laptop and/or mobile phone whilst carried on any conveyance unless carried by the Beneficiary as personal cabin luggage.
- contractual obligations in relation to a mobile phone purchase; or
- any goods intended for sale or trade; or
- laptop and/or mobile phone unless acquired during the trip for personal use in the Beneficiary's Country of Residence. The Beneficiary will be required to attach receipts for such items in the event of a claim.

23. BAGGAGE DELAY

In the event of a delay exceeds the number of hours shown in the Schedule of Benefits in delivering the checked-in baggage, since the arrival of the flight on an I.A.T.A member airline, the Assistance Company will cover up to a limit specified in the Schedule of Benefits, to purchase prime necessity items (those that are indispensable while the Beneficiary awaits the arrival of the delayed baggage), provided that the relevant original copies of the invoices are furnished.

All such claims shall be accompanied by documents duly certified by the airline attesting to the occurrence of the event.

24. REPLACEMENT OF PASSPORT AND DRIVING LICENSE

In case of passport or driving license card theft or loss, the Assistance Company shall reimburse the Beneficiary the direct actual cost of reproduction, 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 Schedule of Benefits.

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

Cost of reproduction 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.

25. 24/7 ASSISTANCE SERVICES WORLDWIDE

Since the appearance of an event that could be included in any of the benefits described previously, the Beneficiary or any person acting in his place will necessarily contact, in the shortest possible time, in every case, the Alarm Centre mentioned below, which will be available to help any person 24/7.

26. CONSULAR REFERRAL

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

27. EMERGENCY ACCOMMODATION AND TRAVEL ARRANGEMENTS

If the Beneficiary asks for, the Assistance Company will provide the Beneficiary all reasonable, possible and practicable assistance in arranging emergency alternative transportation and accommodation abroad.

28. TRANSMISSION OF URGENT MESSAGE

If the Beneficiary is unable to send an urgent message and if he/she specifically asks for it, the Assistance Company sends the messages or news coming from the Beneficiary to a Close Relative free of charge, by the quickest means.

The Assistance Company shall send urgent messages only if they are related to Illness, Accident or death of the Beneficiary. The Assistance Company can also act as an intermediary in the opposite direction.

The messages are the responsibility of their authors who must be able to be identified and are only binding on them, with the Assistance Company only acting as an intermediary for them to be sent.

29. HIJACKING IN MEANS OF PUBLIC TRANSPORT

The Assistance Company will pay the Beneficiary distress compensation during any common carrier in which the Beneficiary is travelling has been hijacked.

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

30. PASSIVE WAR AND TERRORISM

Notwithstanding the General Exclusions, it is hereby declared and agreed that the covers "Emergency Medical Repatriation and Evacuation" and "Emergency Medical Expenses" 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.

31. LEGAL EXPENSES

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.

31.1 LAWYER'S EXPENSES

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

31.2 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 Schedule of Benefits.

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 the Country of Residence of the Beneficiary at the initial scheduled date.

32. PERSONAL LIABILITY

The Assistance 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 Assistance 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 Assistance Company.

If in the court procedures brought against the Beneficiary there should be a conviction, the Assistance 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 favorable to the interests of the Assistance 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 Assistance Company, prompted by the latter having to maintain in the loss interest's contrary to the defense of the Beneficiary, the Assistance 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 Assistance Company or entrusting its own defense to another person. In this last event, the Assistance 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 Assistance Company and is subject to the prior consent of the defendant.

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

Recoveries:

In the event of concurrence of the Assistance 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.

Specific exclusions:

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.
- Damage caused by engaging in obviously dangerous sports, such as mountaineering, underwater activities, shooting or similar.
- Injury to employees of the Beneficiary.
- Liability arising out of:
 - Any willful act or misconduct.
 - 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.

GENERAL CONDITIONS FOR APPLICATION

33. OBLIGATIONS OF THE BENEFICIARY

Within five (5) days of a covered event, the Beneficiary or their assignees must immediately contact the Assistance Company, available 24/7, prior to taking any action or incurring expenses. For Emergency Assistance or claims, the Beneficiary or their representative must first reach our emergency line +33 1 55 92 22 20 to provide essential information.

The Beneficiary must provide the following information:

- Beneficiary name and surname;
- the number and the validity of his/her insurance policy;
- the number of the travel agreement 81TS0013;
- the date of entrance in the inbound country;
- the telephone number on which the Beneficiary can be reached;
- the name, address and telephone number of the admission hospital;
- brief description of the event.

Under no circumstances shall the Assistance Company be held liable for refunding any expense incurred without prior agreement that shall be validated by the Assistance Company through a file number.

The Assistance alarm center can be reached:

By Phone : +33 1 55 92 22 20 By mail : medical-service@axa-assistance.ma
--

34. IMPLEMENTATION OF COVERAGES

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

In all cases, international transportations are arranged subject to the Beneficiary obtaining the administrative authorizations and having the identity documents and visa necessary for the transportation.

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.

SUPPORTING DOCUMENTS

In addition to these documents, the Assistance Company reserves the right to request any additional documents deemed necessary.

BENEFITS	SUPPORTING DOCUMENTS TO PROVIDE TO THE ASSISTANCE COMPANY
Emergency medical repatriation or evacuation	*Detailed medical report. *Invoice of the transportation. *Copy of passport and round-trip ticket.
Emergency medical expenses	*Original invoices. *Medical prescription checked by the medical staff if it is an emergency. *Name of the beneficiary and IBAN.
Emergency dental care	*Original invoices of dental fees. *Medical prescription acceptance if it is an emergency. *Name of the beneficiary and IBAN.
Body repatriation	*Death certificate. *Original invoice of the body repatriation. *The proof of payment. *Name of the beneficiary and IBAN. *Depending on cases a heredity certificate.
Hospital benefit	*Detailed medical report with the dates of hospitalization.

Compassionate visit by a close relative	<p>*Detailed medical report + dates of hospitalization (10 days).</p> <p>*Invoices of plane ticket.</p> <p>*Official proof of family link.</p> <p>*Copy of passport and round-trip plane ticket.</p>
Early return due to the death of a close relative	<p>*Death certificate.</p> <p>*Invoices of plane tickets.</p> <p>*Official proof of family link.</p>
Cancelation or Curtailment	<p>*Detailed medical report.</p> <p>*Proof of medication and medical analysis.</p> <p>*Copy of the contract.</p>
Theft, loss or damage baggage within the care of the airline	<p>*The travel certificate and the n° of the file.</p> <p>*The Baggage Irregularity Report delivered by the air carrier.</p> <p>*The indemnification proof of the I.A.T.A. affiliated Airline company.</p> <p>*The Baggage receipt clearly showing the weight of the baggage lost.</p> <p>*IBAN + form filed by customer with bank details.</p>
Emergency replacement of passport and driving license	<p>*Certificate of the travel Policy.</p> <p>*N° of the file.</p> <p>*Declaration of the loss of theft of the personal effects.</p> <p>*Copy of the new documents (passport, identity card....).</p> <p>*IBAN.</p> <p>*Statement of theft or loss issued by relevant local authorities.</p> <p>*Original invoice of the tax stamp.</p>

Flight Delay	<p>*Certificate of the travel Policy.</p> <p>*N° of the file.</p> <p>*An official document of the airline company with all the details of the delay.</p> <p>*A copy of the boarding card.</p> <p>*The airline company's compensation notice.</p> <p>*IBAN.</p>
Lawyer's expenses	<p>*Number of the file when the beneficiary called the assistance service.</p> <p>*The original invoice.</p> <p>*The proof of payment.</p> <p>*An official document from the bank with all the bank details.</p> <p>*Name of the beneficiary.</p> <p>*IBAN.</p>
Advance for bail	<p>*Number of the file when the beneficiary called the assistance service.</p> <p>*The original of the invoice of the deposit.</p> <p>*IOU.</p>
Accidental Death	<p>*The names and surnames of the responsible third party and any witnesses.</p> <p>*The number of the Policy.</p> <p>*Any document necessary to understand the facts, the nature, the circumstance, the place and the date of the event.</p> <p>*A copy of the Beneficiary's birth certificate.</p> <p>*A copy of the identity document certifying the status of the assignee.</p> <p>*The final notification of the attribution of an invalidity pension.</p> <p>*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.</p>

35. 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

36. 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;
- the consequence of practising the following sports or activities: mountaineering requiring or not the use of equipment, trekking, rock climbing, bobsleigh, skeleton, potholing, parachuting, acrobatic ski jumping, undersea diving involving the use or not of autonomous equipment, aerial sports such as gliding, hang-gliding, flying wing (motorised and non-motorised) and all similar machines (notably micro-lights and ULM), flying air navigation craft, air navigation control device, aerial sports;
- official bans, injunctions and restrictions imposed by the forces of law and order;
- epidemics, pandemics declared by the World Health Organisation and their consequences
- 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 newborn 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 screening.

GENERAL PROVISIONS

37. 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.

38. 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.

39. APPLICABLE LAW AND JURISDICTION

The Terms and Conditions are governed by Ugandan 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.

40. MAXIMUM INSURER'S COMMITMENT (MAXIMUM LIMIT)

It is agreed that if the Policy is taken out in favor of one or several Beneficiaries, who are subject to the same Beneficiary accident caused by a same event at the same time and if the aggregate benefits exceed US\$ 2,000,000, the insurer's commitments shall in any event be capped at this amount with respect to the total amount of benefits paid to Beneficiaries who are subject to the same accident, the benefits being Reduced and paid on a proportional basis with respect to the number of Beneficiaries.

41. SANCTIONS

The Assistance Company and the Insurer 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 them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The Assistance Company is subject to anti-money laundering and counter-terrorist financing provisions. The Assistance Company will not provide services to individuals or entities subject to assets freeze measures.

The Policyholder and/or the Beneficiary allow the Insurer to apply any appropriate measure to fight against money laundering and terrorist financing, as defined by the Financial Action Task Force (FATF) recommendations.

42. PRIVACY AND 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 and/or the Beneficiary, including but not limited to administration, risk management and performance of the Policy.

43. COOLING OFF PERIOD

From the date of subscription of the Policy, a cooling off period of twenty (20) days is granted to the client during which the Beneficiary retains the privilege of returning the policy if the Beneficiary is dissatisfied with its terms or coverage, thereby qualifying for a full reimbursement of the paid amount.

This cooling off period provision is not applicable if the policy has taken effect.

Failure to adhere to the aforementioned conditions will result in the forfeiture of any right to compensation under the travel insurance policy.

44. FLEXIBILITY OF COVERAGE

If the Beneficiary is sick and is not fit to travel, the coverage is automatically extended until the Beneficiary is medically fit to travel.

45. SANCTIONS

The Assistance Company and the Insurer 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 them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The Assistance Company is subject to anti-money laundering and counter-terrorist financing provisions. The Assistance Company will not provide services to individuals or entities subject to assets freeze measures.

The Policyholder and/or the Beneficiary allow the Insurer to apply any appropriate measure to fight against money laundering and terrorist financing, as defined by the Financial Action Task Force (FATF) recommendations.

46. COMPLAINT PROCEDURES

STEP 1:

Seek resolution by the department dealing with your query/claim.

STEP 2:

If you are disappointed with any aspect of our products/services, please write or contact the Complaints Coordinator with full details including the Policy and/or claim number at the following address:

Complaints Coordinator
Old Mutual Insurance Uganda Ltd

STEP 3:

If you remain unhappy with the outcome, you may write to the Insurance Regulatory Authority.

Note: The Insurance Regulatory Authority will only entertain complaints to the extent that you have given us the opportunity to resolve the matter directly.