

NICOZDIAMOND TRAVEL PROTECT Travel Insurance Policy Terms & Conditions

I. DEFINITIONS

“Insurer” or “The Company” means:

The Insurance Company, NICOZ DIAMOND INSURANCE LTD., registered and authorized in the country in which this insurance policy is issued and subscribed.

“The Assistance Company” means:

MAPFRE ASISTENCIA S.A., the company provided by the Insurer for the purpose of supplying the covers of this policy, directly or by means of its network, on the Insurer’s behalf.

“Policyholder” means:

The natural or legal person who subscribes the policy with the Insurer and who is bound by the obligations arising therefore, save those which, owing to their nature, must be complied with by the Insured.

“Insured Person” means:

Within the validity period of the policy, the person aged between 3 months and 80 years, whose name and address are specified in the policy, with respect to whom the premium has been paid before his/her travel and who is a permanent resident of the country where the policy was issued.

Not eligible as “Insured Person”:

- a) Insured intending to travel more than 92 consecutive days, except Plan Students beneficiaries.
- b) Persons of less than 3 months of age.
- c) Persons aged from 81 years old, except in case a specific Plan including such cover for persons aged from 81 years is contracted.
- d) Non-residents in the country where the policy is issued;
- e) Those who have initiated the trip prior to the insurance underwriting.
- f) Insured travelling for work reasons (paid or otherwise), undertaking physical or manual hazardous activities such as: driving vehicles, use of machinery, loading and unloading, working at heights or in confined spaces, assembly of machinery, working on floating or underwater platforms, mines or quarries, use of chemical substances, laboratory work of any kind and any other hazardous activities.

“Beneficiary” means:

Person or persons for whom the Insured recognises the right to receive the corresponding amount of compensation as outlined in this contract. Should no one have been specified, the compensation will form part of the Insured’s estate.

“Immediate Family Member” of the Insured, means:

Spouse, children, parents, grandparents and siblings.

“Close Relative” of the insured, means:

Spouse, parents, children, grandparents, grandchildren, siblings, mother and father in law and brothers and sisters in law.

“Children” means:

Persons from 3 months to 18 years old who is travelling with their parents and which premium will be reduced to 50% of the standard premium.

“Spouse” means:

Person officially registered as wife or husband of the Insured.

“Usual Country of Residence” means:

The country where the Insured person is a citizen or permanent resident and where the Policy is issued by the Insurer.

“Illness” means:

Any change in health diagnosed and confirmed by a legally recognised doctor during the life of the policy and which is not comprised or derived from either of the following two groups:

- Congenital disease: the disease that exists at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy.
- Pre-existing disease: the disease that the Insured suffered prior to the date of taking out this Policy, even if it wasn’t diagnosed.

“Serious Illness” means:

Any illness that requires admission to hospital and which, in the opinion of the Assistance Company’s medical team, prevents the Insured from continuing travel on the date planned, or which involves the risk of death.

“Injury” means:

A medical problem caused by a sudden and severe external cause or reason beyond the control of the Insured, within the validity period of this Policy.

“Serious Injury” means:

An injury which, in the opinion of the Assistance Company’s medical team, prevents the Insured from continuing travel on the date planned or involves the risk of death.

“Accident” means:

The bodily injury suffered during the life of the contract, which derives from a violent, sudden, external cause and one that is not intended by the Insured. For the purposes of this policy, the following shall also be construed to be accidents:

- a. Asphyxia or injuries as a consequence of gases or vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.
- b. Infections resulting from an accident covered by the policy.
- c. Injuries that are a consequence of surgical operations or medical treatments resulting from an accident covered by the policy.

“Emergency Dental Care” means:

Any natural dental treatment covered by the policy due to a condition suddenly started up at travel and that it does not occur by reason of any pre-existing situation has been documented by dentist’s report.

“Doctor” or “Physician” means:

An officially registered medical practitioner according to the law of the place where the claim happens.

“Osteosynthesis material” means:

Parts or pieces of metal or of any other kind used to join together the ends of a fractured bone, or to knit together the tips of joints, by surgical operation and which can be reused.

“Orthopaedic material or orthesis” means:

Anatomical parts or items of any kind used to prevent or correct temporary or permanent deformations of the body (walking sticks, cervical collar, wheelchair, etc.).

“Prosthesis” means:

These are deemed to be any item of any kind that temporarily or permanently replaces the lack of an organ, tissue, organic fluid, member or part of any of them. By way of an example, mechanical or biological items such as cardiac valve parts, joint replacements, synthetic skin, intraocular lenses, biological materials (cornea), fluids, gels and synthetic or semisynthetic liquids that replace organic humours or liquids, medicine reservoirs, mobile oxygen therapy systems, etc.

“Limit” means:

The amounts set forth in the Conditions of this Policy, Schedules of Covers and Economic Limits of each different Plan, and which represents the maximum benefit (financial, temporary or another kind) covered under each guarantee.

“Fraudulent Claims” means:

When the Insured, beneficiary or someone acting on their behalf, uses any fraudulent means or devices in order to obtain any of the benefits of this policy, consequently, any payment of any amount in respect of such claim shall be cancelled.

“Deductible” or “Excess” means:

The amount of expenses or the number of days which are not covered by the Insurer, and that are to be paid or supported by the Insured Person before the Policy benefits become payable.

“Premium” means:

The price of the insurance that the Policyholder must pay the Insurer in consideration for the coverage of the risks provided for the Insured by the latter, the receipt for which will include, moreover, the surcharges and taxes legally applicable.

“Period of Insurance” or “Effective Date of Coverage” means:

The period that commences and ends on the dates stated on the Certificate of the Policy contracted. Such period of Insurance is in any case not renewable.

“Territory” means:

Geographic area where the travel object of the contract takes place, and in which the events that occur there have coverage.

“Means of Transport /Common Carrier” means:

It will be understood like Common Carrier which are hired to carry out the trip object of this insurance and will remain limited to the plane, ship, train, or coach, including when going into and going out of the above mentioned way of transport. Equally there remains covered the Accident of the way of public transport (limited to taxi, rent car with driver, tramway train, bus, train, underground train) during the direct route between the point of exit or come (domicile or hotel) up to the terminal of the trip (station, airport, port).

“Cover” means:

The Company will immediately provide the Insured, the assistance specified under the “Coverage” clause of this Insurance Policy for mishaps that occur due to unforeseen incidents during travels outside his/her Usual Country of Residence, provided that this occurrence does not take place outside the specified geographical boundaries and does not take place out of the prescribed travel duration between the validity dates of this Policy. The scope of this Policy becomes void when the travel causing the acquisition of this Policy ends and/or the Insured arrives at his/her Usual Country of Residence, whichever takes place first. Period of Cover granted under this Policy shall not exceed 92 consecutive days each travel.

II. TRAVEL ASSISTANCE BENEFITS

The Company will provide the following Benefits only when the Insured is travelling outside the Usual Country of Residence for up to a maximum of 92 consecutive days.

SECTION A: MEDICAL & EMERGENCY ASSISTANCE

1. Medical Expenses and hospitalization abroad

In the event of illness or injury of the insured occurring outside the Usual Country of Residence, The Insurer 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 centre and with the doctors who attend to the Insured to supervise the provision of proper health care.

This cover is subject to a limit provided by the referred plan.

An excess is applicable per claim according to the referred plan, only for out-patient.

2. Emergency Medical Evacuation

In the event of an accident or sudden illness, that is not pre-existing and which is acute, the Company will take charge of transferring the Insured to a properly equipped health centre 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 Insured and will decide which health centre the Insured is transferred to or whether repatriation is necessary, depending on the situation or gravity of the state the latter is in. Assistance Company will arrange the evacuation, using the means it deems suitable, based on the medical evaluation of the seriousness of the Insured'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 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 Insured.

This cover is subject to a limit provided by the referred plan.

3. Emergency dental care

If and when found necessary, the Company will provide the Insured 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.

This cover is subject to a limit provided by the referred plan.

An excess of 50€ is applicable per claim according to the referred plan, only for out-patient.

4. Repatriation of family member travelling with the insured

Should the Insured be hospitalized due to sudden illness or accident for more than ten days or deceased, the Company will meet the cost of repatriating one immediate family member accompanying the Insured 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 Insured, 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.

5. Travel of one Immediate Family Member

In the event that the Insured should be admitted to hospital for more than five days as a result of an accident or illness covered in the policy, the insurer will take charge of the transfer of an immediate family member at the Insured's choice, from the usual country of residence of the Insured, including meeting the cost of the outbound to the place of hospitalisation, accommodation expenses and return journey, **up to a limit provided by the referred plan.**

6. Emergency Return Home following Death of Close Relative

When an Insured's trip/journey is interrupted by the death of a close relative (spouse, parents, children, grandparents, grandchildren, siblings, mother and father in law, brothers and sisters in law), the Company will meet the cost of travel to the usual country of residence, whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the trip. However, the Insured shall be required to furnish the evidence, documents or certificates of the event, interrupting the journey (death certificate).

This cover is subject to a limit provided by the referred plan.

7. Repatriation of Mortal Remains

In the event of the death of the Insured, The Assistance Company will make the necessary arrangements for the return of the Insured's remains to the Insured's country of citizenship and the Company will meet the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at his/her usual country of residence.

This cover is subject to a limit provided by the referred plan. Payment of expenses for interment, cremation or funeral ceremony is excluded from this guarantee.

SECTION B: PERSONAL ASSISTANCE BENEFITS

1. Delivery of Medicines

The Insurer will cover the expenses of sending medicines, in case of emergency, which are prescribed by the Doctor of the Insured, even if this prescription is previous to the trip, and are not available at the place where she/he is staying.

This cover is subject to a limit provided by the referred plan.

The costs of the medicines are excluded from this guarantee.

2. Relay of Urgent Messages

The Company will take charge of relaying the urgent messages of the Insured party, relating to any of the events covered in the Policy.

3. Advance of Bail Bond

The Company will advance funds for any legal bond required on behalf of an Insured **up to the amount provided by the referred plan.**

The Insured will be required to repay such sum as may have been advanced within 45 days. The Assistance Company will require valid credit authorisation prior to any such fund advance.

4. Advance of Funds

If, during a trip abroad, the Insured were deprived of cash as a result of robbery, loss of baggage, illness or accident, duly proved by the presentation of the corresponding documentary proof (receipts, certificates, formal complaints, etc.), the Company shall arrange to forward up to the sum specified in the referred plan, provided that the amount requested is deposited beforehand at the registered offices of NICOZ DIAMOND INSURANCE LTD., in the form of Cashier's Payment Order (CPO) or cash.

5. Legal Defence

If the Insured is arrested or is in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to him, the Assistance Company will, if required, provide him with the name of an attorney who can represent him in any necessary legal matters.

The Insurer will cover the expenses of legal defence abroad of the beneficiaries in the penal or civil procedures which are generated against the beneficiaries as a result of false arrest or wrongful detention.

This cover is subject to a limit provided by the referred plan.

SECTION C: LOSSES & DELAYS BENEFITS

1. Loss of Passport, driving license, national identity card abroad

In case of loss of the Insured's passport, driving license, national identity card while abroad, the Company will take charge of the expenses of the replacements necessary for obtaining a new passport driving license, national identity card or equivalent consular document.

This cover is subject to a limit provided by the referred plan.

2. Compensation for in-flight loss of checked-in baggage

The Company will supplement the compensation for which the carrier is liable up to a limit provided by the selected Plan, as a sum of both compensation payments, for the collection of baggage and possessions checked in by each Insured, in the event of loss during the carriage by air performed by the carrier company, for the purpose of which the Insured shall furnish a list of the contents including the estimated price and date of purchase of each item, as well as the settlement of the compensation payment by the carrier.

Compensation payment for loss will be calculated according to the procedures recommended by international carriage by air organisations.

The minimum period of time that must elapse for the baggage to be considered to have been lost once and for all will be that stipulated by the carrier company shall not be less than 21 days.

This cover is subject to a limit provided by the referred plan.

Money, jewellery, debit/credit cards, cheques and any type of document are excluded from this guarantee.

3. Compensation for delay in the arrival of luggage

In the event of a delay of more than 6 hours in delivering the baggage checked in, since the arrival of the flight on an IATA Member Airline, the Company will cover **up to a limit specified by the selected plan for each insured person**, to purchase prime necessity items (those that are indispensable while the Insured awaits the arrival of the delayed baggage), provided that the relevant original copies of the invoices are furnished.

This cover is subject to a limit provided by the referred plan.

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

4. Delayed Departure

When the departure of the common carrier contracted by the Insured for travelling is delayed by at least 6 hours, the Company, subject to presentation of the corresponding original invoices, shall reimburse any additional expenses incurred (transport and hotel accommodation, as well as meals) as a result of the said delay, with the following limits in accordance with the Schedules in the Plan selected:

a) **Plan EUROPE**

- Up to EUR 45, where the delay is in excess of six hours.
- EUR 90 in the event of a delay in excess of twelve hours.
- EUR 135 in the event of a delay in excess of eighteen hours.
- EUR 180 in the event of a delay in excess of twenty-four hours.

b) **Plan Worldwide Basic & Worldwide Plus**

- Up to EUR 75, where the delay is in excess of six hours.
- EUR 150 in the event of a delay in excess of twelve hours.
- EUR 225 in the event of a delay in excess of eighteen hours.
- EUR 300 in the event of a delay in excess of twenty-four hours.

This guarantee duly excludes any delay that is a direct consequence of a strike called by employees belonging to the airline company and/or the departure or arrival airports for the flight, or to service companies subcontracted by the same.

Also excluded from this guarantee are those delays that occur on charter or non-regular flights.

5. Location and forwarding of baggage and personal effects.

The Company will furnish the Insured with advice on reporting the robbery or loss of his/her baggage and personal possessions, and will collaborate in arrangements for locating them.

In the event that the aforesaid possessions should be recovered, the Company will take charge of forwarding them to the place of the trip planned by the Insured or to his/her usual country of residence.

In this event, the Insured is under an obligation to return the compensation received for the loss in accordance with this policy.

Conditions and Limitations applicable to section C:

1. The Insured Person must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this Section of the Policy.
2. Claims under this Section shall be calculated from the actual time of departure of the conveyance on which the Insured was booked to travel, as specified in the booking confirmation.

III. THE COMPANY'S LIABILITY CONDITIONS

- 1) In the event of any claim the liability of the Company shall be conditional on the insured claiming indemnity or benefit having complied with and continuing to comply with the terms of this Policy.
- 2) In the event of a claim under this Policy the Insured shall:
 - a) Take all reasonable precautions to minimize the loss.
 - b) As soon as possible telephone the Company to notify the claim stating the Benefits required.
 - c) Freely provide the Company with all relevant information.
 - d) Make no admission of liability or offer promise or payment of any kind.
- 3) The Insurer will not reimburse or consider reimbursing any expenses which were not previously approved. Previously approved expenses will have to include the claim number obtained from The Assistance Company prior to sending the official receipts and/or letter explaining the reason and circumstances of why the Travel Assistance Services for which expenses are claimed were not obtained from The Assistance Company directly.

IV. GENERAL EXCLUSIONS

- 1) **Loss, damage, illness and/or injury directly or indirectly caused by, arising out of, and/or during, and/or in consequence of the following are excluded from the guarantee/cover granted under this Policy:**
 - a) The bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions including those actions of the Insured in a state of derangement or under psychiatric treatment costs for which are themselves excluded;
 - b) 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 any other type of natural disaster;
 - c) Events arising from terrorism, mutiny or crowd disturbances;
 - d) Events or actions of the Armed Forces or Security Forces in peacetime;
 - e) Wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whatever type.
 - f) Those caused by or resulting from radioactive materials and nuclear energy;
 - g) Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity;
 - h) Illness or injuries existing prior to the claim, unless expressly included in the Private or Special Conditions and subject to payment of the relevant surcharge premium;
 - i) Those that occur as a result of the participation by the Insured in competitions, sports, and preparatory or training tests;
 - j) Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting outside European territory, 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 known to be) dangerous;
- k) Participation in competitions or tournaments organised by sporting federations or similar organisations.
 - l) Hazardous winter and/or summer sports such as skiing and/or similar sports.
 - m) Permanent resident and students outside of resident country.
 - n) The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers, as well as helicopters; and,
 - o) The accidents deemed legally to be work or labour accidents, consequence of a risk inherent to the work performed by the Insured.
 - p) Internationally and locally recognized epidemics.
 - q) Illnesses or injuries arising from chronic ailments or from those that existed prior to the inception date of the policy;
 - r) Death as a result of suicide and the injuries or after-effects brought about by suicide and/or attempted suicide or any self-inflicted injuries.
 - s) Illness, injuries or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental illness or mental imbalance;
 - t) Illness or injuries resulting from refusal and/or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Company and agreed by its medical service;
 - u) Illness or injuries caused by pregnancy and childbirth or any complication therefore or voluntary termination of pregnancy;
 - v) Mental Health diseases.
 - w) Venereal sexually transmitted diseases.
 - x) All pre-existing, congenital and/or Chronic Medical Conditions.
 - y) Any cardiac or cardio vascular or vascular or cerebral vascular illness or conditions or after-effects thereof or complications that, in the opinion of a medical practitioner appointed by the Company, can reasonably be related thereto, if the insured person has received medical advice or treatment (including medication) for hypertension 2 years prior to the commencement of the Protected Journey.
- 2) In addition to the foregoing General Exclusions, the following benefits are not covered by this insurance:**
- a) The services arranged by the Insured on his/her own behalf, without prior communication or without the consent of The Assistance Company, except in the case of an extreme emergency/urgent necessity. In that event, the Insured shall furnish the Company with the vouchers and original copies of the invoices;
 - b) Assistance or medical services, which are not medically necessary and all Elective and/or non-Emergency medical condition and its complications.
 - c) Rehabilitation treatments;
 - d) Prostheses, orthopaedic material or thesis and osteosynthesis material, as well as spectacles.
 - e) Assistance or compensation for events that occurred during a trip that had commenced, in any of the following circumstances:
 - 1) Before this insurance comes into force;
 - 2) With the intention of receiving medical treatment;
 - 3) After the diagnosis of a terminal illness;
 - 4) Without prior medical authorisation, after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip;
 - f) Expenses that arise once the Insured is at his/her usual country of residence, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, after the dates of the travel object of the Agreement have elapsed or after 92 days has elapsed since the start thereof, notwithstanding what is provided for in the Additional Clauses or in the Private or Special Conditions.
 - g) Any Health Services that are received as Out-of-Hospital benefits.
 - h) All expenses relating to dental treatment, dental prostheses, and orthodontic treatments.
 - i) Services that do not require continuous administration by specialized medical personnel.
 - j) Personal comfort and convenience items (television, barber or beauty service, guest service and similar incidental services and supplies).
 - k) Medical Services that are not performed by Authorized Healthcare Service Providers, apart from medical Services rendered in a Medical Emergency.
 - l) Prosthetic devices and consumed medical equipments.
- Treatments and services arising as a result of hazardous activities, including but not limited to, any form of aerial flight, any kind of power-vehicle race, water sports, horse riding activities, mountaineering activities, violent sports such as judo, boxing, and wrestling, bungee jumping and any professional sports activities.
- n) Costs associated with hearing tests, vision corrections, prosthetic devices or hearing and vision aids.
 - o) Patient treatment supplies (including elastic stockings, ace bandages, gauze, syringes, diabetic test strips, and like products, non-prescription drugs and treatments, excluding such supplies required as a result of Healthcare Services rendered during a Medical Emergency).
 - p) Services rendered by any medical provider relative of a patient for example the Insured person and the Insured member's family, including spouse, brother, sister, parent or child.
 - q) All Healthcare Services & Treatments for In-Vitro Fertilization (IVF), embryo transport, ovum and male sperms transport.
 - r) Treatments and services related to viral hepatitis and associated complications, except for treatment and services related to Hepatitis A.
 - s) Air or Terrestrial Medical evacuation except for Emergency cases or unauthorized transportation services.
 - t) Medical services and associated expenses for organ and tissue transplants, irrespective of whether the Insured Person is a donor or recipient.
 - u) Any test or treatment not prescribed by a doctor.
 - v) Diagnosis and treatment services for complications of excluded illnesses.
- 3) The Company is exempt from liability when, as a result of force majeure, it is unable to put into effect any of the benefits specifically envisaged in this policy.**

V. HOW THE INSURED SHOULD APPLY FOR ASSISTANCE?

Since the appearance of an event that could be included in any of the guarantees 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 24h/24 7d/7.

GENERAL 24/7 INTERNATIONAL HELPLINE + 353 91 560 628 (From outside Ireland) or 091 560 628 (From Ireland) + 44 845 217 1379 (From outside UK) or 0845 217 1379 (From UK)	By dialling our Emergency number, he/she will be prompt to provide: <ul style="list-style-type: none"> ▪ Passport or Identity card number. ▪ Assistance card or Policy number. ▪ Full name of the injured and the principal insured. ▪ The cause of the call. ▪ The place he/she are located (Hotel/City/Address/Phone number) <p><i>Please mind that when calling from the United States you should compose 011 and the assistance number to place the call</i></p>	Spoken Languages: English, Arabic & Persian.
Assistance Email:	afrcosiam@mapfre.com	Please include a telephone number where our operators can reach you
Claims refund requests :	refund@mapfre.com	