

Voyageur Plan General Conditions

Plan Specifications

Period of Coverage: Up to 92 consecutive days per trip

Scope of Coverage: Worldwide (excluding the country of permanent residence and the country of citizenship, unless prior approval by the Company)

Conditions: As herein defined

Age Limit: 75 years

The Voyageur Plan is an assistance plan that covers and assists travelers anywhere in the world in the event of a sudden illness or accident during journeys outside their country of permanent residence.

A- Definitions:

The words and phrases defined below shall have the following meanings wherever they appear in this document:

Accident means a sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury or trauma and requiring immediate medical intervention treatment. **An event which directly or indirectly exacerbates a previously existing physical bodily injury shall not be considered an Accident.**

Assistance Company or **Company** refers to Eurocross Assistance International or any of its appointed assistance providers worldwide.

Insurance Company refers to Fidelity Insurance

Country of citizenship means the country of which the Beneficiary holds the citizenship, whether or not he/she resides in it.

Country of Permanent Residence means the country in which the Beneficiary normally resides, whether or not he/she holds its citizenship.

Deductible means the first amount of the claim which is payable by the Beneficiary, where applicable.

Beneficiary means any of the covered persons whose name is stated on the certificate of coverage.

Pre-existing Medical Condition means a pre-existing physical defect, infirmity, injury, sickness, pathology, disease, affliction, anomaly, major risk factor, or any other medical condition, whether known or unknown to the Beneficiary, which he/she was suffering from at the time of subscription to this plan.

Medical Emergency means an unforeseen and non-recurrent sudden pathology which requires an emergency *treatment* to prevent or alleviate existing danger to life or health. An *emergency* no longer exists when medical evidence indicates that the Beneficiary is able to return to his/her country of permanent residence to seek and/or continue treatment. A pathology related to a pre-existing medical condition does not fall under the definition of a sudden pathology. Each time the patient is able to visit the doctor's office in person; such case shall not be considered an emergency.

B - Benefits

1. Travel Information Service

The Beneficiary may, prior to his/her departure, call Eurocross Assistance Alarm Center (+420 2 96 33 96 23), in order to obtain important administrative or medical advice regarding passport and visa processes, vaccination requirements, taxes, customs duties, currencies, and other various requirements.

2. Referral to Medical Correspondents

Abroad

While abroad, the Beneficiary may call the appropriate Alarm Center in order to obtain referral to a medical correspondent in the area where he/she is located. The majority of the appointed physicians speak English.

3. Long Distance Medical Advice

Should the Beneficiary, during his/her journey abroad, need medical advice which is not available at their location, he/she may call the appropriate Alarm Center and get medical advice from a qualified physician. A telephone conversation does not permit the establishment of a diagnosis and must therefore be considered as mere advice.

4. Delivery of Urgent Messages

In the event of an emergency calling for assistance, the Assistance Company shall transmit any urgent messages of the Beneficiary to his/her family or employer and keep them informed of any arrangements made to provide the required assistance.

5. Transportation to Join Beneficiary

In the event that the Beneficiary, provided that he/she is traveling alone, is admitted to hospital for more than 10 days, the Assistance Company shall provide the person appointed by the Beneficiary and having the same country of residence as the latter with an economy class round-trip air transport ticket or a regular class train ticket to allow him/her to join the

Beneficiary. The appointed person shall also receive an allowance of 80\$ per day to cover for his/her basic stay expenses for a maximum period of 10 days.

6. Evacuation and/or Medical Repatriation

If the Assistance Company physicians decide that medical transportation of the Beneficiary is necessary, the Assistance Company shall arrange for and cover the expenses of the medical evacuation of the Beneficiary by helicopter, road or air ambulance, scheduled airline flight, or other means to a hospital where he/she can receive adequate treatment until his/her condition permits for his/her medical repatriation, if necessary, by the Assistance Company on a regularly scheduled airline flight to his/her country of residence. A direct medical repatriation may likewise be considered, depending on the medical case and the distance to be covered. Expenses incurred during the Beneficiary's medical evacuation and repatriation shall be covered by the Assistance Company up to USD 50,000 per person.

7. Dispatch of a Specialist Physician

In such cases where medical repatriation proves to be impossible due to the patient's condition, the Assistance Company may, at its discretion, pay for the dispatch of a specialist physician to make on-site evaluation with the attending physician and arrange for the eventual medical repatriation of the Beneficiary.

8. Cover of Medical Expenses and Hospitalization Abroad

-The Insurance Company shall cover only medical emergency expenses, as well as hospitalization costs resulting from it (See Definitions section), up to a limit of USD 50,000 per person per claim and according to the minimal and standard conditions of hospitalization of the country where the Beneficiary is being treated. The cover of medical and hospitalization expenses is subject to the following deductibles per

person per claim: **USD 100 if the Beneficiary is under 71 years old and USD 250 if the Beneficiary is between 71 and 75.**

-The Insurance Company shall cover emergency expenses following an accident (as defined above) as well as hospitalization costs resulting from it.

9. Return of Dependent Children

In the case that dependent children are left unattended following an accident or a sudden illness of which the Beneficiary is victim, the Assistance Company shall arrange for and cover the expenses of one-way economy transportation for those dependent children to their place of residence. A qualified attendant shall also be appointed at no charge, whenever needed.

10. Repatriation of Mortal Remains

In the event of the death of the Beneficiary as a result of a sudden pathology, the Assistance Company shall assist with the necessary procedures and shall cover only the expenses of transportation for repatriation of the mortal remains to such a location as may be selected by the legal representative of the deceased, up to a limit of USD 50,000. The administration and funeral expenses (including the purchase of the coffin) are not covered.

11. Total Loss or Disappearance of Baggage

The coverage shall apply in the event of the total loss or disappearance of baggage whilst in the custody of an air carrier and will be calculated according to the IATA Rules and Regulations. The Assistance Company will pay compensation equal to the amount paid by the airline company, up to a limit of USD 800.

12. Flight Delay for more than 4 hours

In the event that a flight is delayed for more than 4 hours, (Could be cancelled or not at a later stage by the airline company), an indemnity of USD 150 shall be paid to the Beneficiary, provided that proof of such delay and/or cancellation is submitted to the Assistance Company.

13. Sea & Mountain Search and Rescue

In the event that the Beneficiary is reported missing during his journey abroad, the

Assistance Company shall contribute to the expenses associated with sea & mountain search and rescue operated by the local official authorities up to USD 25,000.

14. Winter Sports (Ski) Coverage

In the event of an accident while the Beneficiary is skiing on regular ski slopes, the Insurance Company shall cover assistance and medical expenses up to a maximum of USD 10,000, subject to a deductible of USD 250 per person per claim. The Assistance Company reserves the right to recover any claim declared by the Beneficiary, should any effective policy covering the same risk prove to exist.

Any accident that occurs outside the ski slopes is not covered under this policy.

C- Obligations of the Beneficiary

In the event of an accident or a sudden illness, the Beneficiary releases from professional secrecy all doctors and paramedical staff who might examine him/her both before and after the accident.

Any reluctance or failure to declare a fact or circumstance limiting the benefits under this contract gives the Assistance Company the right to terminate the contract as soon as it acquires knowledge of such fact or circumstance.

Claims Conditions

In order to receive the benefits under the Voyageur Plan, the Beneficiary must contact the appropriate Alarm Center **within 48 hours** of the occurrence of the event:

Eurocross Assistance:

Tel: +420 2 96 33 96 23

Fax: +420 2 96 33 96 30

If the Beneficiary is not in a position to contact the appropriate Alarm Center, notification given by a close person, the police, the hospital, the fire brigade, or any person having intervened upon the occurrence of the damage will be considered of the same worth as a call from the Beneficiary him/herself.

Furthermore, the Beneficiary must provide the Assistance Company with the following original documents within two months of the

occurrence of:

1. the damage:

- Official statement of accident issued by the police authorities
- Copy of passport and visa (where applicable)
- Complete medical file established by the doctor or the hospital visited at the place of the accident
- Medical prescriptions
- Medical and hospital bills

2. The loss of luggage:

- Copy of check reimbursed from the Airlines
- Letter from the Airlines

3. Flights delay and/or cancellation:

- Proof of the delay (boarding passes, letter from the Airlines, flight history)
- Proof of the cancellation (boarding passes, letter from the Airlines, flight history)

The Assistance Company reserves the right to verify the truthfulness of the damage declared. Failure to submit such required documents within a period of two months from the occurrence of the accident/sudden illness gives the Assistance Company the right to deny any benefits and/or reimbursement in relation with the incurred costs.

D- Limitation of Coverage

1- Coverage shall cease automatically upon the expiration date of this contract. Should the Beneficiary extend his/her journey beyond the covered period, no renewal of benefits is granted unless he/she signs in person a new contract from the country in which the expired contract has been issued.

2- Coverage under this plan is secondary, which means that the Assistance Company will not pay any cost which is recoverable from any other insurance, fund or institution, except eligible amounts that exceed the limits covered by that other insurance, fund or institution, subject to the General Conditions of this contract, and up to the limits herein set.

3- The Assistance Company shall not be held liable for the consequences of medical malpractice or inadequate or

deficient treatment.

4- The Assistance Company shall not be held liable for any medical post-treatment or follow-up incurred by the incident.

E- Exoneration from Providing Benefits

The Assistance Company is released from any obligation to provide benefits in the following cases:

1-Failure by the Beneficiary to notify the Assistance Company **within 48 hours of the event** calling for medical or travel assistance.

2-Failure by the Beneficiary to submit to the Assistance Company all documents required for setting the case of the accident.

3-The committing by the Beneficiary of a crime or an offense, which was the cause of the accident.

4-Denial of the compulsory prior approval by the Assistance Company for the organization and financing of the assistance. Any decision to change treatment, transfer to a different medical facility, or perform a necessary procedure, such as a surgery, during an approved hospitalization must be subject to the Company's prior approval. Failure to notify the Company of such decision will result in the denial of coverage.

5-Failure by the Beneficiary to notify the Assistance Company of the existence of another insurance covering the same risks.

6-Failure by the Beneficiary to take measures which reasonably ought to have been taken to avoid the accident.

7-Failure by the Beneficiary to provide the Company with the information it needs, and to give it honest and complete answers.

8-Refusal by the Beneficiary or the person who decides for him/her to receive those benefits provided by the Assistance Company and mutually agreed upon by the Assistance Company doctors and those present at the place of the damage. Such refusal will result in the cancellation of the contract, unless the Beneficiary changes his/her mind before the expiration of the contract.

F- Exclusions

Expenses and damages resulting from the

following events are not covered:

1-The practice of reckless undertakings or needless risk by the Beneficiary or not taking reasonable care, except in an attempt to save human life.

2-Brawl (punches during a violent dispute).

3-The practice of high-risk sports such as, but not limited to, parachuting, acrobatics, races using mechanical appliances, ski jumping, trekking at 4000 meters altitude and above, hang gliding, scuba diving, skidoo, etc.

4-War, declared or otherwise, revolution, sabotage actions, terrorism or vandalism strikes, street barricades erected at the time of public demonstrations, and generally troubles of all kinds and measures taken for restoring order.

5-Telluric movements, floods, volcanic eruptions, or other kinds of natural phenomenon considered as natural calamity.

6-Consumption of alcohol, narcotics, and/or other hallucinogenic substances.

7-All damage to health brought about by ionizing rays (nuclear radiation).

8-Any loss arising from biological and/or chemical material(s), substance(s), compound(s) or the like used directly or indirectly for the purpose to harm.

9-Expenses related to depression, anxiety, stress, mental or nervous condition.

10-Suicide or attempted suicide.

11-Ablation and transplantation of organs, tissues, or cells.

12-All events and accidents associated with or resulting from pregnancy, including diagnosis, follow-up treatments, abortion, or delivery.

13-Prosthesis and anatomical and orthopedic devices (fixed or removable).

14-Physiotherapy sessions unless prior approval by the Assistance Company when performed as part of an inpatient treatment related to the declared event.

15- Elective stay at a convalescent home or a revalidation center.

16-Any pathology or condition (whether or not previously known or treated) constituting a major risk factor in relation with the declared emergency.

17-All treatments related to congenital malformations.

18-Endemic and epidemic diseases such as, but not limited to, AIDS and sexually transmitted diseases.

19-Spontaneous consultations of doctors and specialists, and all kinds of check-ups or medical investigations.

20-Treatment, hospitalization or any medical costs related to a pre-existing medical condition (whether known or unknown, diagnosed or not, treated or not to the Beneficiary at the time of signing of this contract) and possible complications thereto.

Pre-existing medical conditions, and any related treatment, repatriation, evacuation or Emergency Room expenses are not covered under this plan.

- Any subsequent admission, related to the first one, of the Beneficiary to the hospital or emergency room, unless diagnosed as a new pathology.

21-Any dental treatments.

22-Absconding and abduction.

23-Complete physical examinations or other medical investigations as well as any treatment undertaken by the Beneficiary, his/her doctor, or the hospital to which he/she has been admitted, which shall not have been approved in advance by the Assistance Company.

24-Medicines, prescribed outside the emergency coverage or the hospitalization that follows.

25- Allergy-related pathologies.

26-Unconventional trips

In addition, the Beneficiary is not covered when a trip is undertaken:

- Against medical advice.

- Following acknowledgement of a diagnosis establishing an illness in terminal phase.

- With the intention to receive medical treatment, medical investigation or follow-up treatment for a pre-existing medical condition.

- During a period of illness, major treatment, or incapacity to work.

- When a doctor has ordered an operation, which has not yet been performed.

G- Applicable Law and Jurisdiction

Any dispute, controversy or claim arising out or in connection with this agreement, or any alleged breach thereof, shall be settled and finally resolved in accordance with the rules of conciliation and arbitration of the Lebanese Center of Arbitration at the Chamber of Commerce and Industry of Beirut, by one or more arbitrators designated in accordance with the rules of this center.