

Emergency Travel Assistance Program for active Usrati members

Detailed terms and conditions

Union Insurance PJSC welcomes you as an Usrati member, to enjoy the benefits offered under this Insurance. We request you to go through the Cover details in order to understand thoroughly the Cover offered.

Please note that Sharaf Exchange is not at any time considered as the insurance service provider or an agent of Union Insurance Company, the Insurance Provider.

Any claims or contestations for any insurance coverage shall be negotiated directly with **Union Insurance Company** only.

DEFINITIONS

For the purpose of this policy, the following terms wherever used herein shall be held to mean:

Accident means a sudden, unforeseen and unusual specific event that happens unexpectedly caused solely and directly by violent, external and visible means which occur at an identifiable time and place resulting in injury and which is the sole and direct cause of accidental death or disablement.

Accidental death means loss of life due to an accident as determined by a medical practitioner.

Bodily Injury means identifiable physical injury which is caused by an Accident and solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury.

Company/ We/us/our/ours means Union Insurance Company P.S.C., Dubai, United Arab Emirates

Close relative means spouse, parent, parent-in-law, grandparent, son or daughter, son or daughter-in-law, brother or sister, brother or sister-in-law, grandchild, legal guardian, dependent or fiancé(e) of the Insured person.

Effective Date means the date the Insured Person is enrolled for this Policy by the Insured or the date of inception of this Policy whichever is later.

Hospital means any licensed medical institution which meets the following criteria:

- It has full time facilities for overnight patients.
- It has facilities for surgery, medical diagnosis and treating injured and sick people.
- It is run by medical practitioner(s).
- It provides 24-hour nursing supervised by state registered nurses.
- It is not a medical institution specialized in training and education, a nursing or convalescent home, a hospice or place for the terminally ill, a residential care home, or a place for drug addicts or alcoholics.

Hospital confinement means the Insured Person's dependant is registered as an in-patient in a hospital for a medical treatment for an injury upon the recommendation of a medical practitioner and continuously stays in the hospital prior to his/her discharge from the hospital. Hospital confinement will be evidenced by a daily room and board charge by the hospital.

He/She - where the context admits, words importing the masculine gender shall include the feminine gender and words importing singular member shall include the plural and vice versa.

Insured Persons (IP)/ you/your/yours means Usrati members of original Insured who has not been disqualified by the provisions of this Policy to be eligible to receive the Benefits under this Policy and who are within the maximum coverage age and in accordance with its terms & conditions.

Policyholder means Sharaf Exchange LLC, P.O.Box 29040, Dubai, UAE

Injury means Bodily injury sustained in an accident directly and independently of all other causes.

Medical practitioner means a person other than the insured person or close relative of the Insured Person, who is qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

Policy Period means the period of 12 months from the Effective Date as mentioned in the Policy Schedule.

Policy/Contract is this Policy including the Policy Conditions, Policy Schedule, Claims Procedure and the Scope of Cover with its various sections and any endorsements attaching now or in the future which show the same policy number as on the cover to this Policy.

Parent / Parents means biological parents of the Insured Person, being a mother or father, who is primarily dependent on the Insured Person for support.

Policy Schedule/ Schedule means the schedule outlining information and policy details such as, but not limited to, terms and conditions, premium, covers/benefits and limits, enclosed cover(s), extensions, exclusions and conditions, along with any endorsements issued.

Premium means the amount paid by the Insured to the Company.

Pre-existing diseases means the Insured Person / Dependant received medical treatment, diagnosis consultation or prescribed drugs, or medical condition for which the Dependant is on a waiting list for Hospital in-patient treatment. Or an ongoing or recurring medical condition for which medical advice or treatment was recommended by a Medical practitioner within a two (2) year period preceding the Policy Effective Date.

Spouse means a person who has a legitimate marital contract to the Insured Person as recognised by United Arab Emirates laws or the Insured Person's home country laws and between the ages of eighteen (18) years and seventy (64) years.

Dependants/dependant means biological off-springs of the Insured Person who are not in full-time employment, unmarried, not pregnant, without children, primarily dependant on the Insured Person for support and who are between the ages of three (3) months and twenty three (23) years.

Scheduled Airline means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for a civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, or regular or chartered flights operated by such carrier.

Travel ticket expenses means economy fare travel ticket expenses to travel back to the home country of the Insured Person or economy fare travel ticket expenses to travel to UAE of the Close relative and the return ticket to the home country.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment of the economy.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Warlike operations means hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power and martial law or state of siege.

SCOPE OF COVER

EMERGENCY TRAVEL ASSISTANCE

Secton A

In the event of a Bodily Injury which results in the death of Insured Person's Parent, Spouse or Dependant(s) in the home country of the Insured Person, within 365 days from the date of Accident covered in the policy after the Effective Date and during the Policy Period, the Company shall reimburse the economy air fare/ Travel Ticket Expenses for the Insured Person to travel to his home country, in accordance with the terms and conditions of this policy.

Secton B

In the event of a Bodily Injury which results in the in patient Hospitalisation of the Insured Person for more than 15 consecutive days as a result of an Accident covered in the policy, the Company will reimburse the economy air fare for one Close relative at the Insured Person choice to fly to UAE from the home country and retrun to the home country of the Insured Person in accordance with the terms and conditions of this policy.

- The maximum reimbursement under the Emergency Travel Assistance (a &b above) will be AED 5,000/-, irrespective of the number of claims in the policy year per Insured Person.

Irrespective of number of loyalty card held by the Insured Person the maximum claims shall not exceed the aggregate limit / maximum limit of AED 5,000/- (for A & B)

Subject to the following exclusions under **Secton B:**

This section does not cover:

- a. Hospital confinement due to surgery or medical treatment which is not substantiated by a written report from the qualified Medical practitioner;
- b. Hospital confinement due to quarantine and/or infectious disease and/or illness;
- c. No compensation shall be payable if the Insured Person's living area has been declared as an infected area;
- d. Hospital confinement for non-essential medical treatment and/or non-emergency treatment which are not directly related to the Injury;
- e. Hospital confinement contrary to the advice of and which are not thought necessary by a Medical practitioner;
- f. Hospital confinement due to any and all cosmetic surgeries, refractive errors of eyes or hearing-aids;
- g. Hospital confinement as a result of Injury that occurred prior to the Policy Period;
- h. Hospital confinement relating to:
 - Pregnancy or childbirth; or
 - Injury arising from being under the influence of alcohol or drugs;
- i. Hospital confinement which is a result of stress, anxiety or nervous disorder;
- j. Hospital confinement as a result of Pre-existing medical conditions.

Subject to the following provisions and limitations:

- a. We shall not be liable for claims arising directly or indirectly from any hospital confinement for dependant(s) not declared under this Policy prior to Effective Date.
- b. The insured person shall declare all dependents under this policy up to a maximum of four (4) dependents

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

No payment shall be made under this policy as such claim occurs as a result of:

1. Any pre-existing condition, congenital and hereditary condition;
2. Any illegal or unlawful act by the insured person or confiscation, detention, destruction by customs or other authorities;
3. Riding or driving in any kind of motor racing, or engaging in a sport in a professional capacity or where the insured person would or could earn income or remuneration from engaging in such sport;
4. Willful or deliberate exposure to danger (except in an attempt to save human life), suicide or attempt thereat, or intentional self-inflicted injury;
5. Insanity, mental or nervous disorders including, but not limited to, anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism;
6. (a) Any condition under the influence of alcohol, drugs or narcotics (unless such drugs or narcotics were administered by a medical practitioner or unless prescribed by and taken in accordance with the directions of a Medical practitioner);
(b) Alcohol abuse, alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind;
(c) An insured person being under the influence of alcohol with more than the legal limit of alcohol in his/her blood or breath;
7. Any condition resulting from pregnancy, childbirth or miscarriage, abortion, prenatal care as well as post-natal care and other complications arising therefrom, venereal disease, services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices;
8. Congenital anomalies and conditions arising out of or resulting there from, and hernia;
9. Air travel where the insured person is acting as pilot or part of the aircraft crew other than as a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft;
10. Flying in any aircraft owned, leased or operated by or on behalf of an insured person or close relative;
11. Engaging in any kind of occupational activities underground or aerial photography; handling or requiring the use of explosives; naval, military or air force service or operations or armed force services (including being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organization);
12. Any Injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV-related illness including AIDS and/or any mutant derivative or variations thereof however caused or however named;
13. Any sexually transmitted or transmissible disease, or infection or virus of any sort emanating from a sexually transmitted or transmissible disease;
14. Chronic fatigue syndrome or myalgic encephalomyelitis (M.E.) (anticardiolipin antibody positively);
15. (a) Any pre-existing medical condition; or
(b) Any cardiac or cardio vascular or vascular or cerebral vascular illness or conditions or sequelae thereof or complications that, in the opinion of a medical practitioner appointed by us, can reasonably be related thereto, if the Insured Person has received medical advice, treatment or prescribed medication for hypertension within 2 years prior to the commencement of the insurance period;
16. Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, labor disturbance, riot, strike or lockout, military force or coup;
17. Any expenses, consequential loss, legal liability or loss of or damage directly or indirectly arising from:

- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component;
18. The release, the dispersal or application of pathogenic or poisonous biological or chemical materials;
 19. Deliberate violation of criminal law;
 20. Consequential loss of any kind or financial loss and/or expense not otherwise specifically covered;
 21. Any type of adventure sports or extreme adventure sports (such as but not limited to, sky diving, parachuting, hand gliding, bungee jumping, scuba diving, mountain climbing, martial arts or all forms of motor racing);
 22. Any terrorist act or bomb incident or threat thereof;
 23. The intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act;
 24. Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons;
 25. Notwithstanding any other terms under this insurance contract, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.
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POLICY CONDITIONS

1. CONTRACT

This Policy, including the terms and conditions and any endorsements, if any, the proposal form shall constitute the entire contract between the parties. All statements made by the Insured Person shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall void this Policy or be used in defence of a claim hereunder.

No Agent but only a duly authorised Officer of the Company has the power on behalf of the Company to extend the time for the payment of Premium or in any way to modify this Contract.

All benefits under this Policy are payable at the Head Office of the Company situated at Dubai, UAE.

2. ELIGIBILITY

1. The Insured Person must be a valid resident on a work permit visa living and working in the United Arab Emirates; and
2. The Insured Person should be within the age criteria mentioned herein.

3. AGE LIMITS

Minimum age at entry : 18 years

Maximum age at entry : 64 years

Maximum coverage age: 65 years.

If only the year of birth of an Insured Person is provided to the Company then the date of birth for this Policy shall be January 1st of such Insured Person's year of birth unless it is mentioned & confirmed by passport or National ID.

However, Insured Person(s) who attain the maximum age limit during the Policy Period will be covered up to expiry of the Policy Period

4. FRAUDULENT CLAIMS

If any Claim made pursuant to this Policy is in any respect fraudulent or if any fraudulent means or devices or trick devices or other false pretence are used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy or if the claim be occasioned by the wilful act or with the connivance of the Insured Person all benefits under this policy shall be forfeited in respect of that particular Insured Person.

5. MISDESCRIPTION

If there be any material and intentional misdescription or omission or any intentional misrepresentation as to any material fact to be known for estimating the risk to state such fact, the Company shall not be liable under this Policy and the Policy shall become null and void.

6. ALTERATION

If under any circumstances the Contract entered into is materially altered, without the written consent of the Company, the Policy shall become null and void.

7. ASSIGNMENT

- a) Neither party to this Policy shall directly or indirectly assign this Policy or any of its rights and obligations, without the prior written approval of the other party.
- b) The right of designation or change of Beneficiary is reserved to the Insured Person. No assignment of interest shall be binding upon the Company until the Company thereof receives the original of a copy. The Company assumes no responsibility for the validity of such designation or change of Beneficiary or assignment.
- c) Consent of the Beneficiary, if any, shall not be requisite to change of Beneficiary or to any other changes in the policy.

8. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. Arbitration shall be in the English language and conducted in accordance with the Arbitration Rules of the DIFC-LCIA Arbitration Centre.

9. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in the policy shall invalidate all claims hereunder.

10. OBSERVANCE OF CONDITIONS

The due observance and fulfilment of the terms conditions and endorsements of this Policy by the Insured / Insured Person in so far as they relate to anything to be done or complied with by the Insured / Insured Person them shall be conditions precedent to any liability of the Company to make payment under this Policy.

11. TERMINATION OF COVER

Insurance of an Insured Person shall terminate immediately on the earliest of:

1. the date the Policy Contract is terminated
2. the date the Insured Person is no longer eligible within the definition of Insured Person;
3. the date the Insured has given instruction to the Company to delete the Insured Person from the scheme;
4. the date the benefits are paid to the extent of the principle sum insured in respect of the Insured Person;
5. the date the Insured Person has attained the age of 65 years;
6. the date the Insured Person no longer holds a valid UAE residency visa and/or UAE ID Card;
7. if the required Premium is not paid within the due date by the Policyholder; or
8. the Contract end date if subsequently not renewed by the Policyholder.

Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.

12. TERRITORIAL LIMITS

24 hours Worldwide and whilst in United Arab Emirates

13. JURISDICTION

This Policy shall be governed by and construed in accordance with the laws of United Arab Emirates. Both parties agree that all claims and/or disputes shall be subject to the jurisdiction of the competent courts of Dubai, United Arab Emirates.

14. CONFORMITY WITH STATUTES

Any provision of the policy which, on the Effective Date, is in conflict with statutes of the jurisdiction in which the policy is issued, is hereby amended to conform to the minimum requirements of such statutes

15. LEGAL ACTIONS

No action at law or in equity shall be brought to recover on the policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

16. TIME LIMITATION

If a claim is made and rejected and an action or suit is not commenced within one (1) year after such rejection all benefits under this Policy shall be forfeited.

17. SANCTION CLAUSE

The Company shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company 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, United States of America, United Arab Emirates and / or all other jurisdictions where the Company transacts its business.