



## TERMS & CONDITIONS

### ASSISTANCE PROGRAM STANDARD TERMS & CONDITIONS

This is to certify that in accordance with the authorisation granted by the Insurers and in consideration of the payment of premium specified herein or hereon, the Insurers agree to provide cover as set out in this certificate of insurance. The Insurers are certain syndicates at Lloyd's as detailed in the schedule retained by All Seasons Underwriting Insurance Agency Ltd.

Evacuation & Repatriation Cover will provide limited medical, evacuation and repatriation cover subject to the terms, conditions and exclusions detailed herein subject to pre-authorisation only.

#### CONDITIONS:

An insured person is only eligible for benefits under this insurance if they are:

1. Hospitalised as an inpatient as a result of an insured accident or illness occurring more than 99 miles from your primary country of residence as it appears in their application and need to be admitted as an in-patient at the hospital to which they are being evacuated or repatriated subject to the medical treatment not being available in your primary country of residence.
2. Medically unfit to travel as a normally seated passenger without medical assistance.

Evacuation Cover will make all arrangements for medical evacuation and repatriation wherever possible but cannot guarantee the quality, availability or supply of services outside of our immediate control.

Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the insured to and from an airfield capable of accommodating an authorised aircraft.

If the medical condition allows, you will be transported by the means provided by our 24 hour emergency medical service while in the care of the Evacuation Cover medical providers.

Emergency Evacuation will be provided if you need to be hospitalised due to injury or illness from the place of the incident to the nearest medical facility outside of your primary country of residence if the medical treatment which you require is not available in your primary country of residence.

Decisions concerning the urgency, timing and most suitable means of transportation will be made by the emergency assistance company after consultation with the local attending physician and the receiving physician.

#### RESTRICTIONS:

Due to the high risk of sending registered aircraft and personnel into countries where travel restrictions have been issued, services are subject to exclusion in these areas.

Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the insured to and from an airfield capable of accommodating an authorised aircraft.

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## A - EMERGENCY MEDICAL, HOSPITAL AND TREATMENT EXPENSES

SECTION A IS COVERED UNDER INSURANCE B – OUTBOUND ONLY

In the event you fall ill or are injured in an area with no suitable medical facilities to treat your condition, we will provide Emergency medical, hospital and treatment expenses limited solely to necessary and unavoidable treatment as an in-patient that are required to stabilise your medical condition in order to make you fit to be medically transported by our 24 hour emergency medical service while in the care of the evacuation and repatriation cover medical providers.

It is a condition of this insurance that approval must be obtained for such medical evacuation from our 24 hour emergency medical service who must be contacted as soon as possible. We will arrange for direct settlement with the transportation providers where possible.

Please note that if you are fit to travel normally seated and without medical assistance then no benefit will be paid by us.

## B - EMERGENCY EVACUATION FROM PLACE OF INJURY

In the event you fall ill or are injured in an area with no suitable medical facilities to treat your condition we will pay reasonable and necessary expenses to transport you to the nearest medical facility available.

It is a condition of this insurance that approval must be obtained for such medical evacuation from our 24 hour emergency medical service who must be contacted as soon as possible. We will arrange for direct settlement with the transportation providers where possible.

Please note that if you are fit to travel normally seated and without medical assistance then no benefit will be paid by us.

## C - REPATRIATION FROM HOSPITAL

Once your medical condition is stabilised and you are fit to be transported we will arrange a medical transfer to a hospital of your choice near your home as declared to us on your application.

It is a condition of this insurance that approval must be obtained for such medical evacuation from our 24 hour emergency medical service who must be contacted as soon as possible. We will arrange for direct settlement with the transportation providers where possible.

Please note that if you are fit to travel normally seated and without medical assistance then no benefit will be paid by us.

## D - REPATRIATION OF MORTAL REMAINS

In the event of your death we will arrange the transportation of your mortal remains to a funeral home near your place of residence or in your place of residence as declared to us. Costs are limited to a standard air transportation casket or Urn and do not include ornamental caskets or ornamental urns or funeral, burial or cremation costs.

## GENERAL NOTES

One Family member, business associate, and/or travelling companion may accompany the patient at no additional cost on Evacuation Cover authorised aircraft during transport, provided space is available and the patient care is not compromised. On scheduled commercial aircraft, companions will be responsible for their own airfare.

While Evacuation Cover makes every effort to accommodate its insured's, the patient and any accompanying passenger is limited to one small carry-on bag each due to limited space available on medical aircraft. Evacuation Cover will arrange for additional luggage to be forwarded at the insured's expense.

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- n. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
- o. Terrorist activity.

For the purpose of this exclusion;

1. Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
2. Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
3. Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
4. Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (a) to (o) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

15. Sanction Limitation and Exclusion Clause. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

16. All claims not submitted within 90 days of the expiry date of the insurance will not be covered.

### Jurisdiction

Any dispute arising between the parties shall come under the exclusive jurisdiction of the Courts of England. This Policy shall be considered in accordance with English Law and 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 the Statutory provisions in England in that behalf for the time being in force where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers.

## EXCLUSIONS - WHAT IS NOT COVERED

Benefits will not be provided in cases where an insured:

1. is suffering from tuberculosis or other chronic airborne pathogens;
2. is suffering with mild lesions, simple injuries such as sprains, simple fractures or mild illness which can be treated by local doctors and do not prevent the member from continuing his or her trip or returning home as a normally seated passenger not requiring medical assistance
3. has a primary admitting diagnosis of a psychiatric disorder;
4. is medically discharged (or leaves the hospital against medical advice) and is fit to travel on their own without medical assistance as a normally seated passenger;
5. is travelling following a terminal prognosis;
6. Pre-Existing Medical Condition(s) Exclusion
7. The Underwriters shall not be liable for any claim directly or indirectly consequent upon or contributed to by any physical defect, infirmity or medical condition known to an Insured Person at the inception date of this Insurance or date of their addition whichever is the later. The exclusion shall not apply if such condition has been without the necessity of medical consultation or treatment for 24 consecutive months prior to the original inception date or any subsequent renewal date of this Insurance;
8. Suicide or attempted suicide or intentional self injury;
9. Alcohol or Drug abuse;
10. An insured's own criminal or felonious act, or sustained while the insured is in a state of insanity;
11. An insured with an infectious disease under treatment at the time of enrolment will not be transported for any condition related to that infection;
12. An insured on an organ transplant list prior to enrolment will not be entitled to a transport for that transplant;
13. Insured's will not be entitled to air medical transport benefits if their illness or injury is a result of or is contributed to by the following:
14. War, Terrorism and Mass Destruction Exclusion:

Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

- a. War, hostilities or warlike operations (whether war be declared or not),
- b. Invasion,
- c. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
- d. Civil war,
- e. Riot,
- f. Rebellion,
- g. Insurrection,
- h. Revolution,
- i. Overthrow of the legally constituted government,
- j. Civil commotion assuming the proportions of, or amounting to, an uprising,
- k. Military or usurped power,
- l. Explosions of war weapons,
- m. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,

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### Claims Procedure

In the event of an emergency please contact:

AMA ASSISTANCE  
24 Hour emergency Medical Helpline  
Tel: +91 124 4688444  
Fax: +91 124 4014728  
Email: [opsindia@asiamedassist.org](mailto:opsindia@asiamedassist.org)

To obtain a claims form please e-mail us or contact us at the address below. Please send all claims directly to:

The above numbers are for the Claims Department only and should be used to discuss claims submitted and on-going issues.

### Complaints Procedure

If you are not happy with our service please write to:

Managing Director  
ASUIA Limited  
Office 206, 2nd Floor, 10 Lloyds Avenue, London. EC3N 3AJ. United Kingdom

Our aim is to provide you with a first class standard of service at all times. Nevertheless, there may be an occasion when you may feel this objective has not been achieved by us. In the unlikely event of this happening, should you have any complaint or query regarding the service provided by us under Your Plan, then please contact us.

Please quote Your Certificate of Insurance number and give full information regarding the query or complaint. Also include details of where you can be contacted. We aim to send a written acknowledgment within 5 business days of receipt and give you details of who is handling your complaint and how to contact him or her. We aim to resolve or respond to your complaint within 4 weeks of receiving the complaint.

If we are unable to resolve this situation and you wish to take your complaint further, please write, detailing why you feel our decision is incorrect in relation to the Terms and benefits under Your Plan to: The Complaints Department. Lloyd's. One Lime Street, London. EC3M 7HA. United Kingdom.

Should the matter not be resolved to your satisfaction, you may be entitled to refer the matter to The Financial Ombudsman Services in the United Kingdom at: The Financial Ombudsman Services. South Quay Plaza, 183 Marsh Wall, London E14 9SR, United Kingdom.