

NATIONAL BANK OF KUWAIT
CARDHOLDER TRIP TRAVEL INSURANCE

Scope of Cover

In consideration of the payment of the required premium, the Al Ahleia Insurance Company, Kuwait hereby agree with the Cardholder to compensate or indemnify the Cardholder on behalf of the National Bank of Kuwait as provided for in the Table of Benefits in respect of the Section(s) of cover insured by this Insurance. Each Cardholder shall be deemed to be separately insured.

Payment shall only be made under any Section of this Insurance following the occurrence of an insured event resulting in loss, damage, accidental bodily injury or illness sustained by, or a claim made against a Cardholder arising out of or in the course of a **covered trip**, during the period of Insurance.

SCHEDULE

The period of Insurance under the master policy is from **01/01/2012** to **31/12/2012** both days inclusive. The effective coverage period is the period between the travel dates mentioned in the travel tickets i.e, travel start date and travel end date, subject to a maximum of 90 days and outward journey to commence during the master policy period.

The Geographical Limits of this Insurance are worldwide.

The Maximum number of days per **covered trip is only 90 DAYS**.

DEFINITIONS

CARDHOLDER means a Cardholder of **National Bank of Kuwait** or such Cardholder's Spouse/Spouses or Dependent Children.

DEPENDENT CHILDREN means unmarried children, step children or legally adopted children of the Cardholder who at the date of any loss hereunder are under 18 or 23 years of age if still in full time education.

COVERED TRIP shall mean any trip, not exceeding the number of days specified in the Schedule, (exact travel dates) which commences during the period of Insurance and within the Geographical Limits specified in the Schedule and for which at least 75% of the cost of inward and outward tickets has been purchased using the Cardholders National Bank of Kuwait Credit Card (Classic/Gold/Titanim/Diners/Platinum/Infinite). Always provided that such purchase is made by the person who is the main account holder with the National Bank of Kuwait.

IMMEDIATE RELATIVE shall mean husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister.

HI-JACK shall mean the unlawful seizure or wrongful exercise of control of the aircraft or other conveyance or the crew thereof in which the Cardholder is travelling as a passenger. The Geographical Limits of this Insurance are deemed not to apply in respect of **hi-jack**.

JEWELLERY AND VALUABLES shall mean items of gold, silver or other precious metals, jewellery and semi-precious stones, furs, curios, works of art and photographic equipment.

PUBLIC OR HIRED TRANSPORT CONVEYANCE

Any public or hired transport conveyance which is deemed to include:

- a) All forms of land, sea and air conveyance operated by a licensed carrier operating a regular and /or charter passenger service or
- b) A conveyance operated by any Common Carrier including licensed public and/or hired transport conveyance whilst used for travel.

TABLE OF BENEFITS

Section	Sum Insured/Limit Per Person			
	Basic CLASSIC- Master/Visa, Visa pre paid/Zain	Basic Plus GOLD-VISA /Master Master TITANIUM DINERS	Premium PLATINUM- Master /Visa Mastercard World	Premium Plus VISA INFINITE BLACK
A Medical & Emergency Expenses *Policy excess of US\$ 100 for each and every loss Body Repatriation (see Section A, Expenses ii)	*US\$40,000 US\$5,000	*US\$40,000 US\$7,500	*US\$50,000 US\$ 10,000	*US\$ 50,000 US\$ 10,000
B Trip Cancellation & Curtailment *Policy excess of US\$50 for each and every loss		*\$2,000	*US\$ 2,500	*US\$ 2,500
C Delayed Departure (Excess of 6 hours)	US\$500	US\$750	US\$ 1,000	US\$ 1,000
D Personal Accident: Cardholder	US\$100,000	US\$250,000	US\$ 500,000	US\$ 1,000,000
Spouse(s)	US\$50,000	US\$125,000	US\$ 250,000	US\$ 500,000
Dependent Children	US\$5,000	US\$7,500	US\$ 10,000	US\$ 10,000
E Baggage &/or Personal Effects – Loss/Delay/Damage (Delay in excess of 6 hours)	US\$250	US\$500	US\$ 1,000	US\$ 1,000
F *Personal Liability (including legal expenses) *Policy excess of US\$100 for each and every loss	*US\$250,000	*US\$250,000	*US\$250,000	*US\$ 250,000
G Lost or Stolen Personal Money/Travel Tickets/Documents/Passport	NIL	NIL	NIL	US\$ 500.00
H Legal Expenses	NIL	NIL	NIL	US\$ 8,500
I Key Insurance	NIL	NIL	NIL	US\$ 2,000
J A) Purchase Protection * Policy excess of US\$75 for each and every loss B) Extended Warranty * Policy excess of US\$100 for each and every loss	NIL NIL	NIL NIL	NIL NIL	US\$ 750 per item or US\$1,500 A. US\$ 750 per item or US\$1,500 any one occurrence

"An excess is an amount of money or period to time which is deducted from each and every claim made by each insured person under any section of the cover to which such Excess may apply"

Claims Service: All claims and correspondence relating to this Insurance should be addressed to (Al Ahleia Insurance Company). **Written notice must be given to the Al Ahleia Insurance Company, Kuwait as soon as possible of any occurrence likely to result in a claim and in any event within 45 business working days of completion of a covered trip. SAS should be contacted and approval obtained before incurring any medical cost.**

Mail Address: Al Ahleia Insurance Co. P.O. Box: 1602, Safat, 13017 Kuwait.
Location: Ahmed Jaber Street, Sharq, Al Ahleia Insurance company Buildings, 8th Floor, Medical department

Contact persons: Mr . Shehap Ahmed , Mrs. Michelle Lee
Telephone: +965,1888444 Extn. 2854, 2865
Fax: (965) 22430308- 22411330.
E-mail: Life@alahleia.com, S_Ahmed@alahleia.com, M_Lee@alahleia.com

Business Working Hours: 7.30 A.M till 3.00 P.M (Sun – Thu) except public/ declared holidays.

IMPORTANT:
IN THE EVENT OF A SERIOUS MEDICAL EMERGENCY CONTACT SPECIALTY ASSISTANCE SERVICES. (HEREAFTER REFERRED TO AS “SAS”) AS BELOW:
Please quote the following Reference Policy Number: PCCA11FFQT to SAS

“SAS” Office Location	Telephone	Facsimile
London UK	44 207 939 9645	44 207 407 9206
Philadelphia USA	1 215 489 3785	1 215 489 8525
Johannesburg, South Africa	27 11 452 7272	27 11 452 4473
Bangkok, Thailand	66 2 645 3932	66 2 645 3732

Important notice: For emergency medical claim, the Cardholder should not attempt to find his own solution and then expect the Al Ahleia Insurance Company, Kuwait to reimburse him, without obtaining prior authorisation from SAS.

SECTION A - MEDICAL & EMERGENCY EXPENSES

This Section shall reimburse the Cardholder in respect of **expenses** necessarily incurred for medical, surgical, diagnostic or remedial treatment as a result of the Cardholder falling ill or sustaining accidental bodily injury in the course of a **covered trip**, up to the amount of the Sum Insured for Section A stated in the Table of Benefits.

Expenses in this section shall also mean:

- i) reasonable travel, accommodation and repatriation expenses necessarily incurred in respect of the Cardholder by any relative, friend, business associate or colleague of the Cardholder who on medical advice is required to travel to, remain with or escort the Cardholder;
- ii) in the case of death of the Cardholder, either expenses necessarily incurred up to the limit shown in the Table of Benefits to transport the body or ashes to the Cardholder's home, or funeral expenses necessarily incurred abroad up to the limit shown in the Table of Benefits;
- iii) dental treatment, but only for the emergency relief of pain to sound and natural teeth, occurring during a **covered trip**;
- iv) emergency optical treatment but only resulting from accidental bodily injury sustained during a **covered trip**;
- v) in-patient hospital expenses incurred by the Cardholder in hospital as an in-patient outside the State of Kuwait, if such Cardholder falls ill or sustains accidental bodily injury whilst on a **covered trip**.

Emergency medical assistance service

In the event of a serious medical emergency during a **covered trip** outside the State of Kuwait involving the Cardholder, which may entail repatriation to the State of Kuwait or treatment abroad as a hospital in-patient, a 24 hour emergency assistance service is available from SAS. Please refer to the Table of Benefits for contact numbers.

This service can include

- a) guarantees for payment of hospital or doctors' fees, when appropriate;
- b) multilingual assistance;
- c) repatriation to the State of Kuwait by air ambulance or scheduled air service and necessary escort by a medical attendant;
- d) travel arrangements for other members of the party, fiancé or an **immediate relative**;
- e) on arrival in the State of Kuwait an ambulance service to hospital or home.

SAS will be solely responsible for all decisions on the most suitable, practical and reasonable solution to any problem. **The Cardholder should not attempt to find his own solution and then expect the Al Ahleia Insurance Company, Kuwait to reimburse him, without obtaining prior authorisation from SAS.**

EXCLUSIONS APPLICABLE TO SECTION A

The Al Ahleia Insurance Company, Kuwait shall not be liable for **expenses**:

1. arising from any pre-existing defect, infirmity or condition for which the Cardholder is receiving regular medical treatment, advice or consultation at the time of effecting this Insurance or at the commencement of a **covered trip**;

2. incurred in the State of Kuwait or expenses which are a continuation of treatment already received outside the State of Kuwait whilst on a **covered trip**;
3. arising from childbirth, pregnancy or any medical complications resulting there from incurred within 2 months of the estimated date of delivery;
4. incurred more than 6 calendar months after completion of the **covered trip**;
5. arising from the treatment of alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner. Expenses arising from taking drugs prescribed for the treatment of drug abuse or drug dependency are also excluded.

SECTION B - CANCELLATION AND CURTAILMENT

The Al Ahleia Insurance Company, Kuwait shall indemnify the Cardholder in respect of **all irrecoverable** deposits, advance payments and other **charges paid or due to be paid** for travel and/or accommodation up to the Sum Insured for Section B stated in the Table of Benefits, in the event of the Cardholder's **covered trip** being necessarily cancelled or curtailed due to:

- i) the death, accidental bodily injury or illness of the Cardholder or the death, accidental bodily injury or illness of the Cardholder's **immediate relative**.
- ii) the death, accidental bodily injury or illness of any person with whom the Cardholder had arranged to travel, reside or conduct business, or of the **immediate relative** of such person;
- iii) the Cardholder or any person with whom the Cardholder had arranged to travel, reside or conduct business being:
 - a) quarantined or called for witness or jury service;
 - b) called for emergency duty as a member of the armed forces, the defence of civil administration, the police force or the fire, rescue, public utility or medical services;
 - c) required to be present at his home or place of business in the State of Kuwait following burglary or major damage;
- iv) the cancellation of scheduled or chartered transport services (including connecting publicly licensed transportation) caused by accident, strike, industrial action, **hi-jack**, criminal act, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after a **covered trip** is booked or this Insurance is effected, whichever the later;
- v) major damage rendering uninhabitable the accommodation in which the Cardholder had previously booked to reside during a **covered trip**.

CONDITIONS AND LIMITATIONS APPLICABLE TO SECTION B

If supported by proof of purchase and or expense vouchers then the full benefit limit will apply but a maximum of 50%, at the discretion of insurers, will be reimbursed without any proof of purchase and or expense vouchers for irrecoverable loss of travel and accommodation expenses paid or due to be paid.

Extension of Cover

This Section shall also indemnify the Cardholder in respect of reasonable additional travel and accommodation expenses up to a maximum of USD500 incurred in meeting pre-booked overseas travel arrangements or reaching pre-booked accommodation overseas if at the start of a **covered trip** the Cardholder misses his pre-booked international flight, rail journey or voyage due to any of the perils listed in (iv) of this Section which directly affects the progress of the conveyance in which the Cardholder is travelling to the pre-arranged State of Kuwait departure point.

EXCLUSIONS APPLICABLE TO SECTION B

The Al Ahleia Insurance Company, Kuwait shall not be liable for claims resulting from:

1. childbirth, pregnancy or any medical complications resulting there from within 2 months of the estimated date of delivery;
2. any condition or set of circumstances known to a Cardholder at the time a **covered trip** was booked or this Insurance was effected, whichever is the latter, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the Cardholder's **covered trip**;
3. lack of reasonable care taken over means of travel, route or departure time.

SECTION C - DELAYED DEPARTURE

In the event that transport services on which the Cardholder has previously booked to travel are delayed due to any of the perils listed in Section B (iv), the Al Ahleia Insurance Company, Kuwait will indemnify the Cardholder as follows:

In respect of the outward/inward journey at commencement of a **covered trip**:

up to the Sum Insured for Section C stated in the Table of Benefits for **irrecoverable loss of travel** and accommodation expenses paid or due to be paid if the Cardholder opts to cancel a **covered trip** completely following delay of **6 hours or more, less any amounts recoverable** under Section B (iv) above. If supported by proof of purchase and or expense vouchers then the full benefit limit will apply but a maximum of 50%, **at the discretion of insurers**, will be reimbursed without any proof of purchase and or expense vouchers for irrecoverable loss of travel and accommodation expenses paid or due to be paid

CONDITIONS AND LIMITATIONS APPLICABLE TO SECTION C

1. The Cardholder 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 Insurance.
2. Claims under this Section shall be calculated from the actual time of departure of the conveyance on which the Cardholder was booked to travel, as specified in the booking confirmation.

SECTION D - PERSONAL ACCIDENT

This Section shall pay the stated percentage of the Sum Insured for Section D stated in the Table of Benefits if in the course of a **covered trip**, the Cardholder sustains bodily **injury by accidental**, visible

and violent means which solely and independently of any other cause within 12 calendar months of the date of the accident results in the Cardholder suffering:

Death	100%
Loss of an Eye	50%
Loss of Limb	50%
Loss of more than one limb	100%
Loss of both Eyes	100%
Permanent Total Disablement	100%

DEFINITIONS

In respect of this Section:

- Permanent Total Disablement means disablement which entirely prevents a Cardholder from attending to any and every business or occupation and which lasts 12 months and at the expiry of that period is beyond hope of improvement.
- Loss of Limb means permanent loss by physical separation of a hand(s) at or above the wrist(s) or a foot (feet) at or above the ankle(s) and includes total and irrecoverable loss of use of hand(s), arm(s) or leg(s).
- Loss of an Eye means total and irrecoverable loss of sight of the eye(s).

EXCLUSIONS APPLICABLE TO SECTION D

The Al Ahleia Insurance Company, Kuwait shall not be liable for death or disablement directly or indirectly arising from:

Alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner, nor from taking drugs prescribed for the treatment of drug abuse or drug dependency.

LIMITATIONS APPLICABLE TO SECTION D

1. If a Cardholder is a dependent child (as defined), the death benefit is limited as per Table of Benefits.
2. Benefit shall not be paid in respect of any one Cardholder under more than one of the items (i) to (iv) arising out of any one accident.

<p style="text-align: center;">SECTION E - BAGGAGE AND/OR PERSONAL EFFECTS- LOSS/DAMAGE/DELAY</p>
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In the event of a Cardholder:

- i) suffering loss of or damage to baggage and/or personal effects whilst on public or hired transport conveyance during a **covered trip**, the Al Ahleia Insurance Company, Kuwait will indemnify the Cardholder in respect of such loss or damage up to the Sum Insured for Section E stated in the Table of Benefits;

- ii) being temporarily deprived of his baggage and/or personal effects for a period **in excess of 6 hours** on his outward/inward journey whilst on a **covered trip**, the Al Ahleia Insurance Company, Kuwait will reimburse the Cardholder in respect of necessary emergency purchases up to a limit the limit shown in Table of Benefits, any amount so paid being deducted from any subsequent claim paid under (i) above. If supported by proof of purchase and or expense vouchers then the full benefit limit will apply but a maximum of 50% will be reimbursed without any proof of purchase and or expense vouchers for necessary and essential purchases **at the discretion of the insurer**.

EXCLUSIONS APPLICABLE TO SECTION E

The Al Ahleia Insurance Company, Kuwait shall not be liable for:

1. breakage of glass or china unless caused by an accident to the conveyance in which the Cardholder is travelling;
2. loss or damage caused by moth, vermin, electrical or mechanical breakdown, machinery breakdown, gradual deterioration or wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container);
3. loss of cash, bank or currency notes, cheques, postal orders, Credit Cards, charge cards, travel cards, bankers cards, travellers cheques, travel tickets, passports, driving licences, green cards and petrol or other coupons;
4. claims resulting from confiscation, requisition, detention, destruction or damage by customs authorities or other such officials;
5. losses which are not reported to the Police or appropriate authorities within 48 hours of discovery or as soon as is reasonably practicable, and a Police or Property Irregularity report obtained;
6. breakage of sports equipment whilst in use or loss of or damage to pedal cycles or hired equipment;
7. loss of or damage to contact, corneal or micro-corneal lenses.

CONDITIONS AND LIMITATIONS OF SECTION E

1. Total loss or destruction of an insured item shall be dealt with on an indemnity basis up to the Sum Insured stated in Section E of the Table of Benefits, subject to any maximum limits expressed in this Section.
2. The Cardholder shall at all times exercise reasonable care in the supervision of insured baggage and/or personal effects.

SECTION F - PERSONAL LIABILITY AND LEGAL EXPENSE

The Al Ahleia Insurance Company, Kuwait shall indemnify the Cardholder up to the Limit stated in Section G of the Table of Benefits against all sums, which the Cardholder shall become legally liable to pay for claims made for accidental bodily injury or accidental loss of or damage to property occurring in the course of a **covered trip**. The Al Ahleia Insurance Company, Kuwait will pay all costs and expenses up to the amount shown in the Table of Benefits and incurred with the prior written consent of the Al Ahleia Insurance Company, Kuwait in respect of any claim under this Section.

CONDITIONS AND LIMITATIONS OF SECTION F

1. The Al Ahleia Insurance Company, Kuwait liability for all sums including legal and other costs and expenses payable under this Section shall not exceed the Limit stated in the Table of Benefits.
2. The Cardholder shall give immediate notice to the Al Ahleia Insurance Company, Kuwait of any occurrence for which there may be a claim under this Section and shall provide the Al Ahleia Insurance Company, Kuwait with such particulars and information as the Al Ahleia Insurance Company, Kuwait may require and shall forward to the Al Ahleia Insurance Company, Kuwait immediately on receipt any letter, writ, summons and process and shall advise the Al Ahleia Insurance Company, Kuwait in writing immediately the Cardholder has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence.
3. No admission of liability or offer, promise or payment shall be made without the prior written consent of the Al Ahleia Insurance Company, Kuwait, who shall be entitled at their discretion to take over and conduct in the name of the Cardholder the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for compensation or damage against any other person. The Cardholder shall give all information and assistance that may be required.
4. There shall be no cover for legal costs and expenses incurred by a Cardholder without the prior written consent of the Al Ahleia Insurance Company, Kuwait, which shall not be unreasonably withheld.

EXCLUSIONS APPLICABLE TO SECTION F

The Al Ahleia Insurance Company, Kuwait shall not be liable for

- a) any claim resulting from:
 1. bodily injury to:
 - a) any member of the Cardholder's family
 - b) any person who is under a contract of service with the Cardholder and which arises out of and in the course of his employment with the Cardholder;
 2. Bodily injury to any person(s) with whom the Cardholder is travelling, irrespective of whether such person(s) is covered under this Insurance or not;
 3. Loss or damage to property belonging to or in the custody or control of the Cardholder, his family or of any servant or agent of the Cardholder;
 4. Ownership, co-ownership, possession or use by the Cardholder of any land or buildings; or arising out of the ownership, co-ownership, possession, use or whilst under the control of the Cardholder of any mechanically propelled vehicle (other than golf buggies), aircraft,

- hovercraft, or watercraft (other than hand propelled watercraft, sailboards, surfboards, foot propelled paddle boats and inflatable sailing dinghies);
5. Liability assumed by the Cardholder by agreement unless such liability would have attached to the Cardholder in the absence of such agreement;
 6. The practice of a profession or occupation of a Cardholder or the supply of goods and services by a Cardholder;
 7. Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- b) Costs incurred in the pursuit of claims against a travel agent, tour operator, carrier, insurer or insurer's agent.

<p><i>SECTION G – LOST OR STOLEN PERSONAL MONEY /TRAVEL TICKETS/DOCUMENTS/PASSPORT –Coverage only for infinite card holders</i></p>
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Payment will be made for the accidental loss of, theft of or damage to personal money and documents (including driving licences and green cards) up to a maximum of US\$ 500 under this section.

The maximum payable for the following item is:

- a) US\$ 500 for bank notes currency notes and coins not deposited in a safe, safety deposit box or left in locked accommodation.
- b) US\$ 150 if under the age of 16, for bank notes currency notes and coins.
- c) Payment of up to US\$ 250 for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement lost or stolen passport or visa.

Special conditions relating to claims under this section:

1. A report must be made to the local **Police within 48 hours** of discovery and a written report of the loss, theft or attempted theft of all personal money and **documents must be obtained** from the police station.
2. If personal money and documents are lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel it must be reported to them, in writing, details of the loss, theft or damage and a **written confirmation obtained**.
If personal money and documents are lost, stolen or damaged whilst in the care of an airline:
 - a) Property Irregularity Report from the airline must be obtained.
 - b) Formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy) given.
 - c) All travel tickets and tags retained for submission if a claim is to be made under this policy.
3. Receipts for items lost, stolen or damaged must be retained and submitted along with the claim as these will help to substantiate claim. For cash lost, stolen a reconciliation statement of the money drawn and balance available need to be substantiated.

EXCLUSIONS APPLICABLE TO SECTION G (What is not covered)

1. **The first US\$ 50** of each and every claim per incident for each insured person, excluding claims for Passport replacement costs.
2. Loss, theft of or damage to personal money or passport left unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety box or left in locked accommodation.
3. Loss, theft of or damage to travellers' cheques if issuers conditions have not been complied with or where the issuer provides a replacement service.
4. Loss or damage due to delay, confiscation or detention by customs or other authority.
5. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
6. Anything mentioned in the general exclusions.

Section H – Legal Cost - *Coverage only for infinite card holders*

Legal costs to pursue a civil action for compensation, if someone else causes bodily injury, illness or death to the insured.

Special conditions relating to claims:

1. Any legal action through agents nominated will be supervised and the assistance company will decide the point at which negotiations cannot usefully be pursued further. After that, no further claims can be made.
2. If insured or their lawyer receives any compensation, any legal costs which the insurance company have paid must be repaid, up to the amount of compensation.

EXCLUSIONS APPLICABLE TO SECTION H (What is not covered)

1. Legal costs in respect of:
 - a) Claims when there are no reasonable prospects for success.
 - b) Claims against a carrier, the travel or holiday agent or tour operator arranging any trip.
 - c) Claims against someone the insured travels with or another insured person.
 - d) Legal action where the estimate amount of compensation is less than US\$1,000.
 - e) Actions undertaken in more than one country.
 - f) Lawyers' fees incurred on the condition that action is successful.
 - g) Claims other than in insured's private capacity.
 - h) Claims occurring within country of residence.
2. Legal costs or expenses incurred before claim has been accepted in writing.
3. Anything mentioned in the general exclusions

SECTION I –KEY INSURANCE - *Coverage only for infinite card holders*

1. Description

Insurance to cover the reimbursement of costs incurred in replacing lost or stolen private/rental car key(s) or household key(s), as well as replacement locks and locksmith charges if required. Locksmith costs will

also be covered should keys be locked in a vehicle or home, as well as reimbursement should a vehicle or home be broken into following the loss or theft of keys.

2. **Summary of Terms and Conditions**

The following terms and conditions are not a contract of insurance but summarises an insurance policy which provides insurance benefits listed in the table above.

CONDITIONS

1. Any items replaced under this policy will be of the same quality or standard as those that you have lost or which have been stolen.
2. No keys shall be deemed to be irrecoverably lost until 3 days after the loss date. After that time a claim can be made.
3. A maximum of three keys may be claimed per lock.
4. Replacement of locks considered to have been previously damaged prior to the date keys are lost or stolen is excluded.
5. Maximum payable in any one year is US\$ 2,000.

EXCLUSIONS APPLICABLE TO SECTION I

1. Replacement of locks when only the parts need to be changed.
2. Damage to keys or locks due to wear and tear, weather, mechanical or electrical breakdown, cleaning, repairing, restoring or gradual deterioration.
3. Damage to locks or keys by attempted theft or malicious damage.
4. Loss or destruction of or damage to any property whatsoever, or any liability, loss or exposure whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from (a) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel or (b) the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
5. Loss or damage directly or indirectly occasioned by happening through or in consequence of war, terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
6. Losses in respect of any property or expenses more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance.
7. Claims or incidents that may give rise to a claim not notified directly in writing to the claims Office within 31 days of the expiry of the Insurance.
8. Any fraudulent, dishonest or criminal act committed by the Insured Person(s) or with whom he/she is in collusion or insurance effected in circumstances where a claim might reasonably be anticipated.
9. Vehicles which are not private motor vehicles or rental vehicles.

Section J - A) Purchase Protection B) Extended Warranty- *Coverage only for infinite card holders*

PART I - DEFINITIONS

“Covered Purchase” means an item purchased by an Eligible Person and paid for by using an Eligible Account. For a purchase to be considered a Covered Purchase, the entire purchase amount for the item must have been made through the Eligible Account.

“Due Diligence” means the performance of all vigilant activity, attentiveness and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect a Covered Purchase from loss, theft or damage.

“Eligible Account” means the Account(s) described in the Table of Benefits. NBK cardholder

“Eligible Person” means the Eligible Person described in the Table of Benefits. NBK cardholder

“Issuing Member” means the entity which meets the definition of Issuing Member in the Table of Benefits. NBK cardholder

“Mysterious Disappearance” means the vanishing of a purchased item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.

“Stolen” means a loss which involves the disappearance of a Covered Purchase from a known place under the circumstances that would indicate the probability of theft.

PART II - INDIVIDUAL TERMINATION

An Eligible Person’s coverage shall terminate on the earliest of 1) the date the Eligible Person is no longer eligible to participate; or, 2) the date the Eligible Account is defined as ineligible by the Issuing Member; or, 3) the date this Policy is terminated.

PART III - DESCRIPTION OF COVERAGE (*Coverage only for infinite card holders*)

A. PURCHASE PROTECTION

Subject to the Schedule(s) of Benefits, if a Covered Purchase, or a Covered Purchase given as a gift, is stolen or damaged, benefits will be paid subject to Section 1. Purchase Protection Valuation, up to the amounts described in Section 2. Purchase Protection Scope of Coverage.

Losses must occur within a) Domestic days and b) International Overseas days of the date of the Covered Purchase. No registration of the Covered Purchase is necessary.

Coverage is excess of USD75 each and every occurrence or any other applicable insurance or indemnity the Eligible Person may have. Coverage is limited only to those amounts not covered by any other insurance or indemnity, up to the original purchase amount. In no event will this coverage apply as contributing insurance. **This insurance is excess of all other valid and collectable insurance clauses found in other insurance or indemnity language.**

1) Purchase Protection Valuation

The Company shall be liable for the lesser of the following amounts:

- 1) The amount of the Covered Purchase indicated on the Eligible Account; or
- 2) The actual cost to repair or replace the Covered Purchase with an item of like, kind and quality.

With respect to Covered Purchase which consist of articles in a pair or set, the Company’s liability shall be limited to the cost of any particular part(s) which may be stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewellery or fine arts consisting of articles in a pair, set or collection will not be more

than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

2) **Purchase Protection Scope of Coverage**

The maximum liability of the Underwriters under this Policy is as indicated below:

- a) Purchase Protection: Limit up to USD 750 per item or USD 1,500 any one occurrence and USD 10,000 any one year per cardholder.
- b) Policy deductible USD 75 each and every loss

Coverage limits for Eligible Persons are subject to limitations as stated above.

B. EXTENDED WARRANTY EXTENSION TO PURCHASE PROTECTION INSURANCE

Subject to the Schedule(s) of Benefits, coverage is provided which doubles the original manufacturer's warranty period, if applicable, to a period of not exceeding twenty four (24) months from the date the Covered Purchase was bought as indicated in the applicable Schedule of Benefits. Coverage is also provided for items which carry a store brand warranty, but only if the store warranty is on a store-branded item. If a warranty is purchased with the product, in addition to the manufacturer's original warranty or store warranty, coverage hereon is applicable only after all other warranties expire but only within twenty four (24) months from the date the Covered Purchase was bought. No registration of the Covered Purchase is necessary. Covered Purchases given as gifts are covered.

If a Covered Purchase ceases to operate satisfactorily and requires repair during the period covered by this Policy, benefits will be paid to cover the cost of the repair. The item may be replaced, instead, at the Company's option. In no event will this Policy pay more than the actual purchase amount charged to the Eligible Account for the item covered by the warranty.

- a) **Extended Warranty Limit:** up to USD 750 per item or USD 1,500 any one occurrence and USD 10,000 any one year per cardholder.
- b) Policy deductible USD 100 each and every loss

PART IV - EXCLUSIONS

A. Purchase Protection

Covered Purchases do not include:

- 1) Boats;
- 2) Motorised vehicles (including but not limited to aeroplanes, automobiles, trailers, caravans or any towed items and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle);
- 3) Land or buildings (including but not limited to homes and dwellings);
- 4) travellers cheques, tickets of any kind, negotiable instruments, deposits or down-payments of any kind, bullion, rare or precious coins, cash or its equivalent;
- 5) Plants or animals;
- 6) Consumables and perishables;
- 7) Items which the Eligible Person damages through alteration (including cutting, sawing or shaping);
or
- 8) Services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind).
- 9) Theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the Eligible Person by hand or under the personal supervision of the

Eligible Person or the Eligible Person's travelling companion previously known to the Eligible Person. Items listed as stolen will be subject to Section 1. Purchase Protection: Valuation; Section 2., Purchase Protection: Scope of Coverage; and PART IV, Exclusions.

- 10) Coverage is not provided for theft or damage caused by fraud, abuse, wear and tear, gradual deterioration, moths, vermin, inherent product defects, war or hostilities of any kind (including but not limited to invasion, rebellion or insurrection); any weapon of war employing atomic fission or radioactive force, whether in time of peace or war and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this Policy; confiscation by any government, public authority or customs official; risks of contraband, losses arising from illegal activity or acts; act of God (including but not limited to flood, hurricane and earthquake); Mysterious Disappearance; property while in the care, custody or control of any common carrier.
- 11) Coverage is not provided for loss or damage when the Eligible Person fails to exercise Due Diligence to avoid or diminish loss or damage to Covered Purchases.
- 12) Items stolen from public places are not covered unless they are locked wherever and whenever circumstances permit. Stolen items are not covered unless they are reported as stolen, within 48 hours, to the police or an appropriate authority where the incident took place.
- 13) Items stolen from unattended vehicles are not covered.

Any additional exclusions are indicated in the Schedule(s) of Benefits.

B. Extended Warranty

Covered Purchases do not include: 1) boats; 2) motorized vehicles (including but not limited to airplanes, automobiles, trailers, caravans or any towed items and motorcycles) but their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle); 3) land or buildings (including but not limited to homes and dwellings); 4) consumables and perishables or services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind).

Any additional exclusions are indicated in the Schedule(s) of Benefits.

PART V - TERMS AND CONDITIONS

The coverage provided by this Policy is subject to the following terms and conditions:

A) Notification of Claims

If any covered loss occurs, notice must be provided to Al Ahleia Insurance company within 45 days of the date that the incident occurred. Failure to give notice within 45 days from the date of the incident will result in a denial of the claim. The Eligible Person shall take all reasonable measures to protect, save and/or recover the property.

B) Claims Forms

Al Ahleia or their authorised agent, upon receipt of a notice of claim, will furnish to the Eligible Person the necessary forms for filing proof of loss.

C) Proof of Loss

Written proof of loss including any required information necessary to support a claim must be furnished to Underwriters or its authorised agent at its said location within ninety (90) days after the date of the incident. The Policy will only pay claims that are completely substantiated in the manner requested within twelve (12) months after the incident date.

For “Covered Purchase” claims, the Eligible Person must complete the claim form and attach all requested documentation, including a legible copy of the credit card charge slip and/or store receipt and police report or other proof of loss.

D) Time of Payment of Claims

Benefits payable under this Policy for any loss will be paid immediately upon receipt of the written proof of such loss and all required information necessary to support the claim. Underwriters may in any claim for damage recoverable hereunder, require the Eligible Person to send the damaged item to an address designated by Underwriters at the Eligible Person’s expense.

E) Payment of Claims

All Benefits payable will be paid to the Eligible Person or, in the case of death, to the Eligible Person’s estate.

F) Misrepresentation and Fraud

Coverage as to an Eligible Person shall be void if, whether before or after a loss, the Eligible Person has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof, or the interest of the Eligible Person therein, or if the Eligible Person commits fraud or false swearing in connection with any of the foregoing.

G) Al Ahleia Insurance Co’s Right to Recover from Others

If **Al Ahleia Insurance Co** make payment they are entitled to recover such amounts from other parties or persons. Any party or person to or from whom Al Ahleia make payment must transfer to us his or her rights of recovery against any other party or person. The party or person transferring such must do everything necessary to secure these rights and must do nothing that would jeopardise them.

H) Legal Actions

No Action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Al Ahleia Insurance Company, Kuwait shall not be liable under this Insurance for:

1. 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;
 - 1) War, hostilities or warlike operations (whether war be declared or not),
 - 2) Invasion,
 - 3) Act of an enemy foreign to the nationality of the cardholder or the country in, or over, which the act occurs,
 - 4) Civil war,
 - 5) Riot,
 - 6) Rebellion,
 - 7) Insurrection,
 - 8) Revolution,
 - 9) Overthrow of the legally constituted government,
 - 10) Civil commotion assuming the proportions of, or amounting to, an uprising,
 - 11) Military or usurped power,
 - 12) Explosions of war weapons,
 - 13) Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
 - 14) Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the cardholder whether war be declared with that state or not,
 - 15) Terrorist activity.

For the purpose of this exclusion;

- i) 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).
- ii) 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.
- iii) 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.
- iv) 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 (1) to (15) 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.

2. a) Death, disablement, loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;
b) Any legal liability of whatsoever nature;

Directly or indirectly caused by or contributed to by or arising from

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
3. Death, disablement, loss or expense whilst the Cardholder is engaged in or taking part in mountaineering or rock climbing normally involving the use of ropes or guides; potholing; all forms of racing other than on foot; diving involving the use of breathing apparatus; any form of operational duties as a member of the armed forces (except as specified in Section B iii)c) professional entertaining, sports organised or otherwise, or flying (other than when travelling by air solely as a passenger), ski jumping, ski racing, ice hockey, snowboarding, the use of bobsleighs or skeletons and loss of or damage to hired clothing, hired equipment and skis whilst in use;
 4. Death, disablement, loss or expense arising out of the Cardholder engaging in Winter Sports
 5. Death, disablement, loss, expense or liability directly or indirectly arising out of or contributed by the Cardholder's wilful self-injury, suicide, attempted suicide, psychiatric disorders deliberate exposure to exceptional danger (except in the attempt to save human life), or the Cardholder's own criminal act;
 6. Death, disablement, loss or expense arising from the Cardholder driving or riding a motor vehicle, motor cycle or motor scooter other than a moped under 50 c.c. (this exception being without prejudice to Exclusion a) 5 of Section F of this Insurance).

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. It is a general condition of this Insurance that a **covered trip** is not commenced
 - a) After receipt of a terminal prognosis.
 - b) Against the advice of a registered qualified medical practitioner.
 - c) While receiving in-patient treatment or awaiting such treatment.
 - d) With the intention of obtaining medical treatment during a **covered trip**.
2. The Cardholder shall as soon as possible following accidental bodily injury sustained or illness or disease manifesting itself for which insurance is provided hereunder, place himself under the care of and follow the advice of a registered qualified medical practitioner. There shall be no claim under this Insurance should the Cardholder fail to follow such advice or treatment prescribed.
3. On the happening of any event likely to give rise to a claim under this Insurance, written notice thereof shall be given immediately to the Al Ahleia Insurance Company, Kuwait or as soon as is reasonably practicable.
4. The Cardholder shall at his own expense furnish to the Al Ahleia Insurance Company, Kuwait such certificates, information and evidence as the Al Ahleia Insurance Company, Kuwait may from time to time reasonably require, in the form and of the nature prescribed by the Al Ahleia Insurance Company, Kuwait.(Arabic Or English only) The Al Ahleia Insurance Company, Kuwait shall be allowed at their own expense and upon reasonable notice to the Cardholder to arrange a medical examination of the Cardholder from time to time, or in the case of death, upon reasonable notice to the Cardholder's legal representatives, to have a post-mortem examination of the body.
5. No sum under this Insurance shall carry interest and the Al Ahleia Insurance Company, Kuwait shall not be affected by any notice of trust, charge, lien, assignment or any other dealing relating to this Insurance.
6. All words appearing in the gender of one sex shall be taken to include both sexes.
7. This Insurance is issued subject to and shall be governed by Kuwaiti law and the Kuwaiti courts alone shall have jurisdiction in any dispute.
8. There is no cover under this Insurance for any manual work undertaken whilst on a **covered trip**.
9. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the cardholder or any one acting on his behalf to obtain any benefit/benefits under the policy or if the loss, damage, injury or the insured event be occasioned by the wilful act, or with the connivance of the cardholder, **all** benefits under this policy be forfeited.