

# TERMS AND CONDITIONS



The purpose of these Terms and Conditions is to define the terms and conditions of application of the travel assistance cover specified below issued by **Awash Insurance S.C.** (the "**Terms and Conditions**").

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## 1. DEFINITIONS

For the application of these Terms and Conditions, the following words or expressions have the meanings specified against them:

**Abroad:** any country outside of the Country of Residence, on a worldwide basis or within the geographical scope covered by the Policy.

**Accident:** any sudden, unforeseeable, and violent event taking place Abroad, external to the victim and beyond his/her control, the nature of which may endanger the Beneficiary's life or may briefly cause a significant deterioration in his/her condition if the appropriate care is not given quickly to him/her.

**Assistance Company:** the service provider appointed by the Insurer to provide the coverage of the Policy.

**Beneficiary:** individual resident in the Country of Residence who is less or equal to 75 years when assistance is asked for, and holding a Policy subscribed with the Insurer through Ethiopian Airlines or designated as the Beneficiary under a Policy.

**Child:** any individual under the age of 18 years old at the effective date of the Policy.

**Claim:** any event requiring the assistance of the Assistance Company.

**Close Relative:** the Spouse of the Beneficiary, their children who are under 18 years old when assistance is asked for, and their immediate ascendants at first degree, resident in the Country of Residence.

**Country of Residence:** the country where the insured person has their primary and permanent place of residence, as evidenced by official documentation such as a passport, national identity card, residence permit, or any other government issued document.

**Currency:** money in circulation as a medium of exchange in the Country of Residence or Abroad.

**Deductible/Excess:** part of damage which remains borne by the Beneficiary.

**Dollar (USD):** currency that is legal tender in the United States of America.

**Family:** refers to the Beneficiary and his/her Close Relative.

**Hospitalization:** any unexpected admission in a hospital rendered necessary due to the state of health of the Beneficiary. By “admission”, it is understood that in all cases, an admission form is necessarily filled in by the Beneficiary before being hospitalized.

The admission is considered unforeseen when it has not been scheduled more than five (5) days prior to the hospitalization.

**Illness:** any sudden, serious, and unforeseeable change in health conditions, as observed by a competent Medical Authority and the nature of which may endanger the Beneficiary’s life or may briefly cause a significant deterioration in his/her condition if the appropriate care is not given quickly to him/her.

**Insurer:** Awash Insurance S.C., an Ethiopian company governed by the Ethiopian laws, headquartered at Ras Abebe Aregay Street, Awash Towers, Addis Ababa, Ethiopia.

**Medical Authority:** any person with a valid diploma in medicine or surgery in the country where the Beneficiary is located, attending the Beneficiary.

**Medical Team:** a group of persons tailored to each specific case as defined by the Assistance Company’s supervising physician and relying on the support of the Assistance Company’s infrastructure and international network.

**Medical Transportation/Transfer:** transportation/transfer of the Beneficiary in accordance with his/her medical condition, decided by the Medical Team.

**Period of insurance:** the period that commences and ends on the dates stated on the certificate of the policy contracted.

**Policy:** travel cover insurance policy, currently valid, issued by the Insurer and distributed by Ethiopian Airlines.

**Spouse:** the Beneficiary's legally married husband or wife.

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## **CONDITIONS FOR APPLICATION OF THE COVERAGES**

### **2. VALIDITY OF THE COVERAGES**

Travel assistance coverages are valid outside of the Country of Residence for the period of validity of the Policy; they only apply from the first (1<sup>st</sup>) day of travel abroad to the ninetieth (90<sup>th</sup>) consecutive travel days for Beneficiaries travelling from, to or through Ethiopia.

The coverage of the Policy cannot be extended after the start of the covered trip.

### **3. TERRITORY**

Covers are granted for Beneficiaries holding a Policy in the geographical areas defined below:

- COVER BASIC Plan: Worldwide excluding the Country of Residence.
- COVER PLUS Plan: Worldwide excluding the Country of Residence.

#### 4. SCHEDULE OF BENEFITS (IN USD)

Benefits	Excess	COVER PLUS	COVER BASIC
<b>Medical and related expenses</b>			
Emergency medical expenses (Including epidemics and pandemics)	\$50 for out-patient treatment	Up to \$150,000	Up to \$50,000
Emergency medical repatriation and evacuation expenses (Including epidemics and pandemics)	Nil		
Emergency dental care	\$50	Up to \$500	Up to \$250
Follow up treatment in the Country of Residence	\$50	Up to \$2,500	Nil
Compassionate visit by a Close Relative	Nil	1 return ticket (economy class airline)	Nil

Escort of a Beneficiary who is less than 15 Years old	Nil	1 return ticket (economy class airline)	Nil
Extension of Beneficiary's stay	Nil	Accommodation: \$150 per day up to 15 days	Nil

<b>Body repatriation</b>			
Return of mortal remains (body / ashes)	Nil	Up to \$15,000 - Coffin expenses up to \$1,000	Up to \$7,500 - Coffin expenses up to \$1,000

<b>Cancellation or Curtailment</b>			
Cancellation	Nil	Up to \$3,000	Up to \$1,000
Curtailment			

<b>Travel Inconveniences</b>			
Flight delay	6 hours	\$150 per 3-hours up to \$600	\$150 per 3-hours up to \$300
Missed departure	Nil	Up to \$500	Nil
Missed connection			

<b>Baggage and Personal Documents</b>			
Theft, loss or damage baggage (within the care of the airline)	Nil	Up to \$1,000	Up to \$800
Baggage delay	6 hours	\$50 per hour, up to \$500	\$50 per hour, up to \$250
Replacement of passport and driving license	Nil	Actual reproduction costs	Nil

<b>24/7 Assistance Services</b>			
24/7 Assistance Services worldwide	Nil	Service Only	Service Only

<b>Personal Liability</b>			
Personal Liability	Nil	Up to \$250,000	Nil

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## ASSISTANCE TO PERSONS

Only the Assistance Company has the authority to arrange the service provisions associated with the coverages below.

If the Beneficiary or his/her family circle arranges for all or part of the service provisions insured by the Policy and/or any commitment to expenses without the Assistance Company's prior agreement, substantiated by a case number, he/she and/or they are not entitled to reimbursement.

The procedures and formalities associated with visa applications, for transfers to a third country, are solely the responsibility of the Beneficiary or of any person acting instead and in place of him/her.

The procedures and formalities associated with continuing in the Country of Residence, with a treatment started Abroad are solely the responsibility of the Beneficiary or of any person acting instead and in place of him/her

## **1. EMERGENCY MEDICAL EXPENSES (INCLUDING EPIDEMICS AND PANDEMICS)**

In the event of Illness or Injury of the Beneficiary occurring outside the Country of Residence, the Assistance Company will pay the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees, and pharmaceutical products, prescribed by the attending doctor.

The Assistance Company's medical team will maintain the telephone contacts necessary with the center and with the doctors who attend to the Beneficiary to supervise the provision of proper health care.

**The implementation of this cover is subject to the prior approval of the Assistance Company, unless in case of force majeure or if the Beneficiary is unconscious or unable to contact the Assistance Company on medical grounds or he/she is medically incapacitated.**

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization the Beneficiary is covered under the same terms if he/she falls ill with an infectious disease during the trip, except in the cases referred to in Specific exclusions hereafter.

### **Specific exclusions:**

In addition to the General Exclusions, are not covered urgent medicines costs when the Beneficiary:

- has travelled to/from a country, specific area or event where a regulatory authority has advised against all travel.
- failed to obtain any recommended vaccines, inoculations, or medications prior to his/her trip.

## **2. EMERGENCY MEDICAL REPATRIATION AND EVACUATION EXPENSES (INCLUDING EPIDEMICS AND PANDEMICS)**

In the event of an Accident or sudden Illness, that is not pre-existing, and which is acute, the Assistance Company will take charge of transferring the Beneficiary to a properly equipped health center or repatriating to his/her usual Country of Residence. The Assistance Company's medical team will maintain the telephone contacts necessary with the doctors attending to the

Beneficiary and will decide which health center the Beneficiary is transferred to or whether repatriation is necessary, depending on the situation or gravity of the state the latter is in.

The Assistance Company will arrange the evacuation, using the means it deems suitable, based on the medical evaluation of the seriousness of the Beneficiary's condition. These means may include air ambulance, surface ambulance, regular airplane, railroad, or other appropriate means. All decisions relating to the means of transportation and the final destination will be made by the Assistance Company.

Approval and arrangements shall be taken from the Assistance Company. In case any transportation or arrangement is made without obtaining prior approval from the Assistance Company, fees shall be paid by the Beneficiary. This cover is subject to a limit provided by the referred plan.

**NOTE: The Assistance Company cannot act as a substitute for local, national, or international emergency help or search organizations and does not pay for the expenses incurred because of their intervention. Thus, the Assistance Company shall not pay for the transportation from the place where the Accident or Illness occurred to a medical facility.**

**Common provisions:**

- All of the insurance covers are provided under the condition that the intervention of the Assistance Company is authorised by local emergency services or the laws and regulations applicable in the country where the Beneficiary requires assistance.
- The Assistance Company is subject to the restrictions to circulation of people and goods issued by the World Health Organization or the relevant country.
- The travel carriers of passengers (in particular airlines) may impose special terms in the case of passengers with certain conditions which may be varied without notice (including but not limited to requiring medical examinations or a medical certificate). As a result, all the covers under this section are conditional upon the acceptance by and availability of the travel carriers.
- Transportation is carried out by ambulance, train, or regular service airline. If transportation is medically impossible by airline, or by any other means decided on by the Medical Team,

an air ambulance is provided. Under no circumstances shall transatlantic or transpacific flights be arranged by air ambulance.

- If the ticket held by the Beneficiary cannot be used for the Medical Transfer managed by the Assistance Company, the Beneficiary shall relieve this non-used ticket to the Assistance Company or reverse any refund obtained from the carrier.
- The Assistance Company shall find a bed in an appropriate medical facility according to its Medical Team recommendation or agreement.
- In all cases, the final decision regarding transportation, place of hospitalization, date, need for the Beneficiary to be accompanied and methods used shall be taken exclusively by the Medical Team. Should the Beneficiary refuse the decision of the Medical Team, he/she will be no more entitled to claim for any coverages nor any refund under this Policy.
- In all cases, the Assistance Company reserves the right to engage a competent Medical Authority who shall require unencumbered access to the Beneficiary's medical file and to examine the Beneficiary himself/herself to assess the appropriateness of Medical Transportation.
- In all cases the Beneficiary's Baggage – excluding essential personal effects – shall remain the responsibility of the Beneficiary or of a Close Relative.

### **3. EMERGENCY DENTAL CARE**

In case of emergency, the Assistance Company will provide the Beneficiary with the dental assistance required abroad. However, this coverage is restricted to the treatment of pain, infection and removal of the tooth/teeth affected. Fillings and false teeth are excluded from this cover. The implementation of this cover is subject to the Assistance Company's prior agreement.

**This cover is subject to a limit provided by the Schedule of Benefits.**

### **4. FOLLOW UP TREATMENT IN THE COUNTRY OF RESIDENCE**

If a Beneficiary incurs follow up treatment in the Country of Residence for an Illness or Accident; or optical or dental condition arising from Accident; which was first treated outside of the Country of Residence, the Assistance Company will pay the Beneficiary for those expenses provided such Medical Expenses are incurred within thirty (30) days of the Beneficiary's return

to the Country of Residence and provided such expenses are not recoverable by or on behalf of the Beneficiary from any other source.

#### **5. COMPASSIONATE VISIT BY A CLOSE RELATIVE**

If the Beneficiary is hospitalized abroad for a period greater than ten (10) consecutive days, occurring whilst he/she was travelling alone Abroad, the Assistance Company arranges the return travel of a Close Relative of legal age and pays for a return ticket from the Country of Residence (1st class by train or economy class airline) to allow a Close Relative to go to their bedside.

The Assistance Company can arrange and pay for the return ticket as soon as the duration of hospitalization is known to be above ten (10) consecutive days.

#### **6. ESCORT OF A BENEFICIARY WHO IS LESS THAN 15 YEARS OLD**

In the event of Accident or Illness or death of the Beneficiary and in the absence, in situ, of a Close Relative of legal age, the Assistance Company arranges for the return to the Country of Residence of his/her children who are less than fifteen (15) years old, traveling with him/her and who are also Beneficiaries. These children are accompanied either by a relation duly designated and authorized by the Beneficiary or one of his/her legal successors, or, failing that, a qualified staff member provided by the Assistance Company. The Assistance Company arranges and pays for the economy class return airline ticket of that accompanying person, their on-site hotel expenses (bed and breakfast only) up to the maximum amount as specified in the Schedule of Benefits, and also the fees and travel expenses of the qualified staff member, if necessary.

A one-way ticket for the children is also paid for provided that the tickets or means initially scheduled for their return cannot be used or modified. If the ticket held by the children cannot be used for return home in the Country of Residence, the Beneficiary shall relieve this non-used ticket to the Assistance Company or reverse any refund obtained from the carrier.

The parents of the child holding a non-used nor modifiable travel ticket have to comply with the necessary steps for obtaining the reimbursement of the said travel ticket from the issuer of this ticket and have to justify their actions to the Assistance Company. Any eventual sum so received shall be reversed to the Assistance Company.

## **7. EXTENSION OF BENEFICIARY'S STAY**

Following an Accident or Illness requiring the intervention of the Medical Team, if the Beneficiary cannot return on the initially scheduled date and if he/she does not need Hospitalization or medical repatriation, the Assistance Company pays for their extended stay expenses at the hotel and also those of one of the Close Relative accompanying him/her during their trip provided that he/she stays with him/her in the same room (spouses and children) or hotel.

The Assistance Company pays for the accommodation expenses up to the maximum amount as specified in the Schedule of Benefits.

This can only be paid for on the advice of the Assistance Company's Medical Team.

**Any other temporary accommodation solution cannot result in any compensation.**

## **8. RETURN OF MORTAL REMAINS (BODY/ASHES)**

In the event of the Beneficiary's death Abroad, the Assistance Company arranges and pays for the transportation of the body or ashes from the site where the deceased is laid to the nearest international airport to the burial site in the Country of Residence.

The Assistance Company pays for the transportation expenses and the related expenses up to the maximum amount as specified in the Schedule of Benefits.

**The funeral, ceremony, local funeral procession, burial or incineration expenses are excluded from the cover. The Assistance Company alone is responsible for choosing the companies to be involved in the repatriation process.**

## **9. CANCELLATION OR CURTAILMENT**

The Assistance Company will pay, up to the sum insured as specified in the Schedule of Benefits per trip, for all non-recoverable deposits, advance payments and other charges paid or due to be paid by or on behalf of the Beneficiary for travel and accommodation and for reasonable and necessary extra travel or accommodation expenses for return to the Beneficiary's Country of Residence in the event of a covered trip being reasonable and necessarily cancelled or curtailed because of:

The death, body injury, Illness, or complication of pregnancy of:

- the Beneficiary, or any person with whom he/she is travelling or has arranged to travel with, or any person with whom he/she has arranged to reside temporarily,
- a Beneficiary's Close relative,
- the Beneficiary's business associate.

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if before travelling:

- the Beneficiary falls ill in the Country of Residence with an infectious disease and cannot travel.
- the Beneficiary or a Close Relative has to self-isolate at home because of an infectious disease and cannot travel Abroad (subject to medical certification).
- the Beneficiary has been denied boarding at airport due to detected symptoms of an infectious disease.
- the destination the Beneficiary is travelling is subject to travel restrictions by Ministry of foreign affairs, or denial of entry by the local authorities, or is required to quarantine upon arrival (or upon return in the Country of Residence).

As an exception to the General Exclusions related to epidemics and/or pandemics declared by the World Health Organization, the Beneficiary is covered under the same terms if during the trip, travel restrictions are imposed asking to the Beneficiary to return at home due to a pandemic illness:

- jury service attendance or being called as a witness at a Court of Law of the Beneficiary or any person with whom he/she is travelling or has arranged to travel with.
- redundancy which qualifies for payment under the current redundancy payment legislation in the Country of Residence and at the time of booking the trip there was no reason to believe anyone would be made redundant of the Beneficiary or any person with whom he/she is travelling or has arranged to travel with.
- the withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such

cancellation or curtailment could not reasonably have been expected at the time of receiving these benefits or booking the trip (whichever is the later).

- the Police requesting the Beneficiary, within seven (7) days of his/her departure date, to remain at or subsequently return to his/her home due to serious damage to his/her home caused by fire, aircraft, explosion, storm, subsidence, malicious person, or theft.

**Specific conditions:**

- The Beneficiary must obtain a medical certificate from his/her treating medical practitioner and prior approval of the Assistance Company to confirm the necessity to return home prior to curtailment of the trip due to death, body injury or illness.
- If the Beneficiary delays or fails to notify the travel agent, tour operator or provider of transport/accommodation, at the time it is found necessary to cancel the trip, the Assistance Company's liability shall be restricted to the cancellation charges that would have applied had failure or delay occurred.
- If the Beneficiary cancels the trip due to body injury or illness, he/she must provide a medical certificate from the medical practitioner treating the injured person, stating that this necessarily and reasonably prevented him/her from travelling.
- In the case of curtailment, claims will be calculated from the day the Beneficiary returned to his/her Country of Residence or the day he/she was admitted to hospital or confined to his/her accommodation, and based on the number of complete days of his/her trip he/she has not used or which he/she was hospitalized, quarantined, or confined to his/her accommodation.

**Specific exclusions:**

- In addition to the General Exclusions, are not covered:
- pre-existing medical conditions predating the first subscription of the Policy and having given rise to a consultation, hospitalization or other medical treatment within the six (6) months prior to the request for assistance;
- the excess specified in the Schedule of Benefits applied per claim and per Beneficiary;
- the cost of recoverable airport charges and levies;

- any claim arising directly or indirectly from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier);
- travel tickets paid for using any airline mileage reward scheme, for example Air Miles or any card bonus point schemes;
- accommodation costs paid for using any timeshare, Holiday Property Bond or other holiday points scheme;
- normal pregnancy from the 26th week;
- failure to obtain the required passport or visa;
- any claim arising directly or indirectly from circumstances known by the Beneficiary prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or curtailment of the trip;
- any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the accommodation, their booking agents, travel agent or other compensation scheme;
- any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the transportation, their booking agents, travel agent, compensation scheme or financial protection scheme (such as but not limited to Air Travel Organisers' Licensing);
- any unused or additional costs incurred by the Beneficiary which are recoverable from the Beneficiary's credit or debit card provider or PayPal;
- any claim arising from a reason not listed in this clause;
- any claim where the Beneficiary cannot travel or chooses not to travel because of Government or regulatory authority restrictions or advices relating to a pandemic declared by the World Health Organisation.

## **10. FLIGHT DELAY**

The Assistance Company warrants to indemnify the Beneficiary for unforeseen expenses he/she had to incur due to a flight delay from the departure or arrival time given to its title transport.

"Expenses" mean costs incurred by the Beneficiary in situ for their meals and refreshments, hotel accommodation and local transfers to and from the airport to the hotel.

This guarantee shall come into force in addition to sums received from the concerned airline company or from any other body that the Beneficiary shall disclose to the Assistance Company. The Beneficiary shall not receive sums before justifying having claimed for indemnities to any possible liable entity and for an amount corresponding to the real suffered damages.

Any indemnity shall be granted only in the following circumstances:

- late departure of a scheduled flight carried out by an airline company, which flights are published.
- late arrival of regular airline flight, which flights are published, preventing the Beneficiary traveling on this flight to take the regular connecting flight.

The Assistance Company shall reimburse hotel expenses (bed and breakfast only) up the maximum amount as specified in the Schedule of Benefits.

**Specific exclusions:**

Delays or late arrivals because of events excluded as part of general exclusions shall not give rise to any indemnity.

In addition to those general exclusions, no indemnity shall be granted in the following circumstances:

- Any delay on non-regular airline company (e.g., charter company).
- Any delay or late arrival below the Excess specified in the Schedule of Benefits.
- Any delay or late arrival due to a temporary or permanent withdrawal of an aircraft, which has been ordered:
  - by the airport authorities, or
  - by the civil aviation authorities, or
  - by a similar body, and/or has been announced prior to the departure day of the trip of the Beneficiary.

If a similar means of transport has been made available to the Beneficiary within four (4) hours of the original departure time (or arrival in the case of a connecting flight) of the scheduled flight on which the reservation was recorded.

#### **11. MISSED DEPARTURE OR MISSED CONNECTION**

The Beneficiary is indemnified, up to the amount shown in the Schedule of Benefits, for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching his/her overseas destination, connecting flights outside the Country of Residence or returning to the Country of Residence if he/she fails to arrive at the international departure point in time to board the scheduled public transport on which he/she is booked to travel on the initial international journey of the trip as a result of:

- The failure of other scheduled public transport, or
- An accident to or breakdown of the vehicle in which the Beneficiary is travelling, or
- Strike, industrial action or adverse weather.

##### **Specific conditions:**

- The Beneficiary must allow sufficient time for the scheduled public transport or other transport to arrive on schedule and to deliver him/her to the departure point.
- The Beneficiary must obtain a written report from the carrier confirming the delay and cause.
- The Beneficiary must obtain a written report from the local police or attending emergency service if the vehicle he/she is travelling in breaks down or is involved in an accident.
- The Beneficiary may claim only once under “Flight Delay” or once under “Missed departure / missed connection” for the same event, not twice or all.

##### **Specific exclusions:**

Claims arising directly or indirectly from:

- strike or industrial action existing or being publicly announced by the date the Beneficiary purchased this insurance or at the time of booking any trip.
- an accident to or breakdown of the vehicle in which the Beneficiary is travelling for which a professional repairers report is not provided.

- breakdown of any vehicle in which the Beneficiary is travelling if the vehicle is owned by him/her and has not been serviced properly and maintained in accordance with manufacturer's instructions.
- additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements.
- missed departure when less than a minimum connection time of 2 hours between connecting flights at an international point of departure has been arranged or longer if flight reservations.
- systems require longer periods for connections.
- anything mentioned in General Exclusions.

## **12. THEFT, LOSS OR DAMAGE BAGGAGE (WITHIN THE CARE OF THE AIRLINE)**

The Assistance Company warrants the baggage theft, loss or damage duly registered with an I.A.T.A. affiliated airline company, within the limits mentioned in the Schedule of Benefits.

### **Specific exclusions:**

- Means of payment (cash, checks, credit cards),
- Travel tickets, manuscripts, documents, books, business papers, passport, identity card,
- Perfumes, perishable commodities, eating.

This benefit shall come into force in addition to sums received from the concerned airline company that the Beneficiary shall disclose to the Assistance Company. The Beneficiary shall not receive sums for an amount above the real suffered damages.

## **13. BAGGAGE DELAY**

The Assistance Company indemnifies the Beneficiary in case of delay in delivery of baggage checked-in by an I.A.T.A. affiliated airline company subject to the Beneficiary's ticket being valid for a scheduled international flight of that company.

The amount of the indemnification as shown in the Schedule of Benefits is, on an all-inclusive basis, for all baggage properly checked-in where delivery is more than the Excess specified in the Schedule of Benefits after the arrival of the Beneficiary's flight.

#### **14. REPLACEMENT OF PASSPORT AND DRIVING LICENSE**

In case of passport or driving license card theft or loss, the Assistance Company shall reimburse the Beneficiary the direct actual cost of reproduction, i.e. the cost of tax stamps or taxes that the Beneficiary must pay, to the exclusion of all other costs, within the limits mentioned in the Schedule of Benefits.

This coverage will apply only if the passport or the driving license had a validity period with more than twelve (12) months at the time of theft or loss.

Cost of reproduction and tax stamps shall be reimbursed with the following documentary proofs:

- statement of theft or loss issued by relevant local authorities, and
- original invoice of the tax stamp.

#### **15. 24/7 ASSISTANCE SERVICES WORLDWIDE**

Since the appearance of an event that could be included in any of the benefits described previously, the Beneficiary or any person acting in his place will necessarily contact, in the shortest possible time, in every case, the Alarm Centre mentioned below, which will be available to help any person 24/7.

#### **16. PERSONAL LIABILITY**

The Assistance Company guarantees the Beneficiary to pay the compensation for which the Beneficiary may be civilly liable by law, for bodily or material damages caused involuntarily to third parties and products during the lifetime of the insurance contract, according to the definitions, terms and conditions set out in the policy and for incidents arising from the risk specified therein.

Save express agreement to the contrary, the Assistance Company will assume the legal supervision as regards the claim by the damaged party and will meet the cost of the defense expenses that arise. The Beneficiary shall provide the collaboration necessary to assist the legal supervision assumed by the Assistance Company.

If in the court procedures brought against the Beneficiary there should be a conviction, the Assistance Company will decide whether it is appropriate to appeal to the competent higher

Court; if it does not deem the appeal appropriate, it will inform the Beneficiary thereof, and the latter will be free to lodge it on its own exclusive account. In this latter event, if the appeal lodged were to give rise to a sentence favorable to the interests of the Assistance Company, it will be obliged to meet the cost of the expenses arising from such appeal.

When any conflict arose between the Beneficiary and the Assistance Company, prompted by the latter having to maintain in the loss interest's contrary to the defense of the Beneficiary, the Assistance Company will inform the Beneficiary thereof, without prejudice to taking the measures which, because of their urgent nature, are necessary for the defense. In this case, the Beneficiary may choose between maintaining the legal supervision provided by the Assistance Company or entrusting its own defense to another person. In this last event, the Assistance Company will be obliged to pay the expenses of such legal supervision.

When in the civil part an amicable agreement was reached, the defense in the criminal part is discretionary on the part of the Assistance Company and is subject to the prior consent of the defendant.

**This cover is subject to a limit provided by the Schedule of Benefits.**

### **Recoveries**

In the event of concurrence of the Assistance Company and of the Beneficiary against a liable third party, the amount recovered will be shared out between them both in proportion to their respective interest.

### **Specific exclusions:**

**In addition to the General Exclusions, applicable to all coverage and sections of this policy, the consequences of the following events and damages are not covered:**

- Damage which has its origin in the breach of or voluntary failure to observe positive legal rules or of those governing the activities object of the insurance.
- Damage to goods or animals that are in the possession of the Beneficiary, or the person for whom the latter is answerable, for his/her own use, or that have been entrusted or rented out to him/her to use, look after, transport, use for working purposes or operate.

- Damage caused by the contamination of the ground, waters or the atmosphere, unless the cause thereof should be accidental, sudden and unforeseen or not anticipated by the Beneficiary.
- Damage caused by risks that should be object of compulsory insurance cover.
- Damage arising from the use and running of motor vehicles, and of the elements towed or incorporated therein.
- The contractual obligations of the Beneficiary.
- Damage caused to ships, aircraft or any device destined for navigation or water or air support or caused by them.
- Damage caused by the transport, storage and handling of corrosive, toxic, inflammable and explosive substances and gases.
- The payment of penalties and fines, as well as the consequences of failure to pay them and the furnishing of court bonds to guarantee the criminal results of the procedure.
- Liability arising from labor accidents sustained by the personnel in the service of the Beneficiary.
- Damage caused by products, completed works and services rendered, after they have been delivered to clients or after they have been rendered.
- Damage caused to movable or immovable property which, for their use or enjoyment, handling, transformation, repair, safe-keeping, deposit or transport, have been entrusted, assigned or rented to the Beneficiary, or which are in his/her possession or sphere of control.
- Financial losses that are not the consequence of a material damage covered by the policy, as well as the financial losses that are the consequence of a bodily harm or material damage not covered by the policy.
- Damage caused by engaging in obviously dangerous sports, such as mountaineering, underwater activities, shooting or similar.
- Injury to employees of the Beneficiary.
- Liability arising out of:
  - Any willful act or misconduct.
  - The carrying on of any trade profession or business.

- Liability to members of the Beneficiary's family or any employee.
- Liability for which indemnity is provided to the Beneficiary under any other insurance.

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## **GENERAL CONDITIONS FOR APPLICATION**

### **17. OBLIGATIONS OF THE BENEFICIARY**

**The Beneficiary or their assignees must immediately contact the Assistance Company, available 24/7, prior to taking any action or incurring expenses. For Emergency Assistance or claims, the insured or their representative must first reach our emergency line +33 [1 73 28 38 90](tel:+33173283890) to provide essential information.**

The Beneficiary must provide the following information:

- Beneficiary name and surname;
- the number and the validity of his/her insurance policy;
- the number of the travel agreement 81TS0108;
- the date of entrance in the inbound country;
- the telephone number on which the Beneficiary can be reached;
- the name, address and telephone number of the admission hospital;
- brief description of the event.

**Under no circumstances shall the Assistance Company be held liable for refunding any expense incurred without prior agreement that shall be validated by the Assistance Company through a file number.**

The Assistance alarm center can be reached:

**By Phone: +33 1 73 28 38 90**

**By WhatsApp: +33 7 68 81 28 53**

**For Medical Assistance: [medical-assistance@cover-edge.com](mailto:medical-assistance@cover-edge.com)**

**For Travel Assistance:** [travel.assistance@cover-edge.com](mailto:travel.assistance@cover-edge.com)

**For making a complaint:** [complaints@cover-edge.com](mailto:complaints@cover-edge.com)

## **18. IMPLEMENTATION OF COVERAGES**

The Assistance Company becomes involved within the scope fixed by national and international laws and regulations.

In all cases, international transportations are arranged subject to the Beneficiary obtaining the administrative authorizations and having the identity documents and visa necessary for the transportation.

The Assistance Company reserves the right, prior to any intervention of its service provisions, to check the reality of the event insured and the validity of the request made by the Beneficiary.

The Assistance Company cannot be held liable for any damage of a professional or commercial nature suffered by a Beneficiary following an event which needed the intervention of the assistance services.

## **19. EXCEPTIONAL CIRCUMSTANCES**

The Assistance Company's commitment is based on a best effort and not one of results.

The Assistance Company cannot be held responsible for non-performance or delays or difficulties in performing the agreed services caused by civil or foreign war whether declared or not, general mobilisation, requisition of men and/or materials by the authorities, act of sabotage or terrorism, social unrest including strike, riot and popular uprising, restriction of the free movement of goods and persons, natural disasters, effects of radioactivity, epidemic, pandemics, infectious or chemical risk or any other accident or case of force majeure.

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## **EXCLUSIONS**

## 20. GENERAL EXCLUSIONS

- In addition to the exclusions specified under the terms of the Policy, all consequences of and/or events resulting from the following are also excluded:
- circumstances provoked intentionally by the Beneficiary;
- foreign or civil war whether declared or not, warlike operations, riot and popular uprising, act of terrorism, cyberattack, power outage or sabotage;
- involvement in fights, except in case of self-defence, and in bets, dares, duels or crimes;
- the professional practice of any sport and the amateur practice of any aerial, self-defence or combat sport;
- participation in endurance or speed competitions or events and trials in preparation therefore on any form of land, water or air locomotive means;
- failure to respect the recognised safety rules for the practice of any sporting or other leisure activity;
- the consequence of practising the following sports or activities: mountaineering requiring or not the use of equipment, trekking, rock climbing, bobsleigh, skeleton, potholing, parachuting, acrobatic ski jumping, undersea diving involving the use or not of autonomous equipment, aerial sports such as gliding, hang-gliding, flying wing (motorised and non-motorised) and all similar machines (notably micro-lights and ULM), flying air navigation craft, air navigation control device, aerial sports;
- official bans, injunctions and restrictions imposed by the forces of law and order;
- epidemics, pandemics declared by the World Health Organisation and their consequences;
- effects of pollution, natural disasters and their consequences;
- any intervention initiated and/or organised at government or intergovernmental level by any governmental or non-governmental authority or organisation;
- benign affections or lesions which can be treated on the spot;
- non-urgent affections which do not require immediate medical care;
- pre-existing illness predating the first subscription of the Policy and having given rise to a consultation, hospitalisation or other medical treatment within the 6 months prior to the request for assistance;
- convalescence;

- affections under treatment at the first subscription of the Policy and not yet stabilised and/or requiring subsequent scheduled treatment and possible follow-up measures (examination, additional treatment, foreseeable and recurrent complications);
- surgical treatments and interventions of an aesthetic nature not resulting from an Accident;
- pregnancy conditions and their consequences, miscarriages and ectopic pregnancies and their consequences, deliveries and their consequences concerning the newborn babies;
- voluntary interruptions of pregnancy, amniocenteses;
- mental illnesses and their consequences, including depressive syndromes;
- the consequences of a suicide and attempted suicide;
- the consequences of the use of medicines or drugs not medically prescribed;
- the consequences of the alcohol abuse (blood-alcohol level greater than that set by the regulations in force in the country of location, deficiency syndromes as well as any pathology directly resulting from alcohol abuse);
- the consequences of the failure or inability to obtain vaccination or treatment required or made compulsory by a trip or travel or the repercussions of such vaccination or treatment;
- repetitive transportation required because of the Beneficiary's follow up examinations, out-patient care sessions;
- any cost or expense covered by another insurance policy;
- cost or expense incurred without the prior agreement of the Assistance Company;
- the medical expenses relating to check-ups, medical examinations, scheduled or preventative screening.

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## **GENERAL PROVISIONS**

### **21. LIFE OR DEATH SITUATION**

If there is a risk of death, the Beneficiary or any other person representing him/her must call on the medical emergency services in place where the Beneficiary is located before contacting the Assistance Company.

## **22. PRESCRIPTION**

Any claim arising out of the Policy shall become statute-barred two (2) years after the event which leads to it or after any time period applicable in accordance with the law of the Country of Residence.

## **23. APPLICABLE LAW AND JURISDICTION**

The Terms and Conditions are governed by Ethiopian law.

It is agreed that any dispute arising out of an event leading to an intervention by the Assistance Company shall be brought before the court with jurisdiction in accordance with applicable law.

## **24. MAXIMUM INSURER'S COMMITMENT (MAXIMUM LIMIT)**

It is agreed that if the policy is taken out in favor of one or several Beneficiaries, who are subject to the same accident caused by a same event at the same time and if the aggregate benefits exceed US\$ 2,000,000, the Insurer's commitments shall in any event be capped at this amount with respect to the total amount of benefits paid to Beneficiaries who are subject to the same accident, the benefits being reduced and paid on a proportional basis with respect to the number of Beneficiaries.

## **25. SANCTIONS**

The Assistance Company and the Insurer shall not be deemed to provide cover and 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 them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Ethiopia.

The Assistance Company is subject to anti-money laundering and counter-terrorist financing provisions. The Assistance Company will not provide services to individuals or entities subject to assets freeze measures. The policyholder and/or the Beneficiary allow the Insurer to apply any

appropriate measure to fight against money laundering and terrorist financing, as defined by the Financial Action Task Force (FATF) recommendations.

## **26. PRIVACY AND DATA PROTECTION**

The policyholder and/or the Beneficiary acknowledge and agree that the Insurer:

- is committed to protect its/their personal data in accordance with applicable laws and regulations.
- is acting as data controller in respect of the personal data that the policyholder and/or the Beneficiary process under this Policy.
- has fulfilled legal requirements relative to the transfer of such personal data; and
- may allow the Assistance Company to record telephone calls between Beneficiaries and the Assistance Company for quality control purposes.

The policyholder and/or the Beneficiary consent(s) to transfer its/their personal data Abroad, in order for the Assistance Company to fulfil its contractual commitments with the Insurer, including but not limited to administration, risk management and performance of the Policy.

The Insurer collects the policyholder's and Beneficiaries' personal data for the following purposes:

- underwrite insurance and manage related risks,
- perform eligibility checks,
- administer your insurance policy, and
- manage your claims and complaints.

To fulfil our legitimate interests, the Insurer may also process the policyholder and Beneficiaries' personal data to:

- perform fraud prevention and management or/and prevent irregularities, and
- continuously improve the efficiency of our claim management system (e.g. perform analytics, improve the user experience).

Finally, the Insurer may have to process your personal data to comply with legal obligations in relation to:

- fight against the financing of terrorism,

- international economic and financial sanctions.

The Insurer will retain the policyholder and/or Beneficiaries personal data only for as long as is necessary for the purposes set out above, and strictly no longer than is permitted under applicable law. The Insurer may transfer your personal data to countries, territories or organizations that are outside the Country of Residence. If this happens, the transfer of your personal data will take place in compliance with appropriate and suitable safeguards in line with applicable law.

