

## The American Express Card

### TRAVEL ACCIDENT INSURANCE CERTIFICATE

Amex (Saudi Arabia) Limited, Policy Number 51UK428554  
Underwritten by Gulf Assist herein called the 'Company'

This document provides details of insurance cover arranged by American Express Global Network Services for and on behalf of Amex (Saudi Arabia) Limited.

It is hereby certified that the holder of this certificate, as an American Express U.S. Dollar or Saudi Riyal billed Cardmember is insured against loss in the amount of US \$100,000 - subject to the Exclusions, Provisions and other Terms of the Policy described herein.

The Company, having issued Master Policy Number PDAT/03/14054 to Amex (Saudi Arabia) Limited, hereby certifies that the following persons are eligible for cover under the Master Policy:

1. The American Express U.S. Dollar or Saudi Riyals billed Cardmember who has the American Express Card (Basic or Supplementary) issued by Amex (Saudi Arabia) Limited and is the recipient of the certificate (herein called the Cardmember).
2. The Cardmember's legally married spouses, and
3. The Cardmember's dependent children under the age of 23, which means and includes legally dependent child, step child or legally adopted child of any eligible person described in 1 above.

### COVER

Each eligible person shall be an Insured Person while taking a trip on a public conveyance operated under a license for the transportation of passengers for hire including taxis, fare for which has been charged to the American Express Card account in the manner detailed herein.

Benefits specified below will be paid while the Master Policy is in force and the Insured Person suffers loss resulting directly and independently of all other causes from accidental bodily injury ('such injury') received during a one-way or round trip taken by the Insured Person between the Point of Departure and Destination (both as designated in the Insured Person's ticket) on or after the date ticket purchased, provided however, such injury is sustained under the circumstances specified in 1 or 2 as follows:

1. Such injury received while riding as a passenger and not as a pilot or crew member, in or boarding or alighting from or being struck by any air, land or water conveyance operated under a license for the transportation of passengers for hire; provided the fare for transportation on such public conveyance has been charged to the American Express Card, or
2. Such injury received while riding as a passenger in a conveyance operated under a license for the transportation of passengers for hire including taxis or rental cars (whether charged to the Card or not) but only
  - a. When going directly to an airport for the purpose of boarding an aircraft on which the Insured Person is covered by the Policy; or
  - b. When leaving an airport after alighting from such an aircraft.
3. A Common Carrier Benefit is payable if the Insured Person sustains injury as a result of:
  - a. An accident which occurs while riding solely as a passenger in or boarding or alighting from a Common Carrier Conveyance for a Covered Trip; or
  - b. Being struck by such Common Carrier Conveyance.  
"Common Carrier Conveyance" means an air, land or water vehicle (other than a rental vehicle) operated by a common carrier licensed to carry passengers for hire (including taxis).

4. A trip is a "Covered Trip" if:
  - a. It is a trip taken by an Insured Person between Point of Departure and the Final Destination as shown on the Insured Person's ticket; and
  - b. the Insured Person's entire fare for such trip has been charged to an American Express Card prior to any injury.
5. Airport Transportation Benefit: If a Scheduled Airline ticket is purchased for a Covered Trip prior to the Insured Person's departure for the airport, this Benefit is payable if the Insured Person sustains any injury while riding as a passenger in a land Common Carrier Conveyance rental car or a scheduled helicopter operated as a Common Carrier Conveyance, but only:
  - a. When going directly to an airport for the purpose of boarding an aircraft for a Covered Trip; or
  - b. When leaving directly from an airport after alighting from an aircraft from a Covered Trip. "Scheduled Airline" means a flight in an aircraft where the airline is listed in the Official Airline Guide or ABC World Airways Guide where the air carrier holds a certificate, license or similar authorisations for Scheduled air transportation issued by the relevant authorities in the Country in which the aircraft is registered, in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.
6. Airport Premises Benefit: If a Scheduled Airline ticket is purchased for a Covered Trip prior to boarding, this Benefit is payable if the Insured Person sustains any injury while upon any airport premises designated for passenger use, but only when the Insured Person is upon such premises immediately before boarding, or immediately after alighting from, an aircraft from a Covered Trip.
7. Coverage Requirements: An Insured Person will be fully insured for benefits under the Policy while taking a trip on a Common Carrier Conveyance only when the entire fare is charged to the American Express Card.
8. On-Board Ticketing: In the event that the Insured Person suffering a Loss on board a Scheduled Airline flight for which the Airline sells ticket on board the flight and the Insured Person has not purchased his or her ticket by charging the ticket to the American Express Card prior to boarding the flight, then the Company will evaluate and pay such loss where it can establish that no other form of payment was used for the flight in question.

#### **Schedule of Benefits**

When such injury to an Insured Person results in any of the following losses within 100 days after the date of the accident, the Company will pay for.

Loss of Life	\$100,000
Loss of both hands or both feet	\$100,000
Loss of one hand and one foot	\$100,000
Loss of the entire sight of both eyes	\$100,000
Loss of the entire sight of one eye and the loss of one hand or one foot	\$100,000
Loss of one hand or one foot	\$50,000
Loss of the entire sight of one eye	\$50,000

"Loss" as above used with reference to hand or foot means complete severance through or above the wrists or ankle joint and as used with reference to an eye means the irrevocable loss of the entire sight thereof.

Indemnity provided hereunder will not be paid under any circumstances for more than one of the losses, the greatest, sustained by an Insured Person as the result of any one accident.

### **Exposure and Disappearance**

If the Insured Person is unavoidably exposed to the elements because of an accident on a Covered Trip which results in disappearance, sinking or wrecking of a Common Carrier Conveyance, and as a result of such exposure, the Insured Person suffers a loss for which benefits are otherwise payable under the Policy, such loss will be covered under the Policy.

If the Insured Person disappears because of an accident on a Covered Trip which results in the disappearance, sinking, wrecking of a Common Carrier Conveyance, and if the Insured Person's body has not been found within the 52 weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that the Insured Person suffered Loss of Life as a result of injury covered by this Policy.

### **Extensions**

#### **I. Hijack**

If in the course of a Covered Trip the Common Carrier Conveyance in which the Insured Person is travelling is hijacked, the Company will pay:

- a. US \$2,500 after the first 24 Hours during which Insured Person is illegally detained as a result of a Hijack.
- b. A further US \$5,000 after the first 72 Hours during which Insured Person is illegally detained as a result of a Hijack.

For the purpose of this extension, a Hijack shall have occurred when the control of the Common Carrier Conveyance, in which the Insured Person is travelling as a passenger, is involuntarily passed from the regular crew to a person or persons who has or have used, or threatened to use, violent means to obtain such control.

#### **II. Accident Medical Expenses**

If an Insured Person, while riding solely as a passenger or while boarding or alighting from a Common Carrier Conveyance for a Covered Trip, sustains injury and as a direct result necessarily incurs Medical Expenses, the Company will indemnify the Insured Person for such expenses incurred up to a maximum US \$25,000. Medical Expenses shall mean all reasonable and customary costs necessarily incurred outside the Insured Person's country of domicile for hospital, surgical, or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner. Dental or optical expenses are excluded unless incurred as the result of an emergency following injury, provided that all routine dental and optical treatment is completed prior to the Covered Trip.

In respect of this extension, the following additional Exclusions will apply:

- a. Any expenses which are recoverable from any other insurance policy, Workmen's Compensation programmes, health policies or programmes or national insurance programmes which are applicable to the Insured Person.
- b. Any expenses incurred after 3 months from the time of the incurring of the first expense.
- c. Expenses incurred as a result of:
  1. The Insured Person engaging in aviation (other than as a fare paying passenger) or flying in any aircraft owned by or leased to the Insured.
  2. Active service in any of the Armed Forces of any nation.
- d. Expenses incurred by an Insured Person over the age of 70 years.

### III. **Ticket Upgrade Insurance**

The Company will indemnify the Insured Person for the cost of upgrading his or her outbound or return schedule flight to the next available ticket class in the event that:

- a. Departure of an Insured Person's confirmed Scheduled Flight from any airport is delayed for four hours or more, is cancelled, or the Insured Person is denied boarding of the aircraft due to over-booking, and no alternative transportation is available to the Covered Person within four hours of the scheduled departure time of such flight.
- b. The Insured Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is available to the Insured Person within four hours of the actual arrival time of his or her incoming flight.

### **Exclusions**

The Policy does not cover any Loss caused or contributed to by:

1. Suicide or self-destruction or any attempt there at;
2. War or any act of war whether declared or undeclared;
3. Injury to which a contributory cause was the commission of, or attempt to commit an illegal act by or on behalf of the Insured Person or his or her beneficiaries;
4. Injury received while serving as an operator or crewmember of any conveyance.
5. The actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.

### **Claims**

Written notice of a claim must be given to the Company's claim representative at the following address within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Benefits will be payable upon receipt of due written proof, as requested by the Company for a legitimate covered loss.

Copies of the Record of Charge Forms relating to expenses incurred in respect to which indemnity is claimed under this insurance must be supplied to the Company. Also, the Record of Charge Form, verifying that the relevant flight tickets were charged to the American Express Card account must be supplied to the Company together with the following information:

- Full details of the Flight (Airline, Flight Numbers, Departure Airport, Destination, Scheduled Times and Arrival Airport).
- Full details of the Delay.
- Full details of expenses for which reimbursement is claimed.

Gulf Assist

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Indemnity for loss of life and any other accrued indemnities unpaid at the Insured Person's death shall be payable in accordance with the designation of beneficiary made by the Insured Person, subject to the laws of the country of payment.

If no beneficiary has been designated or if the designated beneficiary has predeceased the Insured Person, such indemnities shall, at the Company's option and in accordance with the laws of the country of payment, be paid to the Insured Person's executor(s) or administrator(s), legal heir(s) or personal legal representative(s).

All other indemnities will be payable to the Insured Person. The receipt from the person(s) to whom payment is made will fully discharge the Company.

### **Maximum Indemnity per Insured Person**

In no event will duplicate or multiple American Express Cards or duplicate or multiple American Express Travel Accident Insurance Certificates obligate the Company in excess of the 'Schedule of Benefits' for any one loss sustained by any one individual Insured Person as a result of any one accident or incident under Policy Number PDAT/03/14054 or under American Express Travel Accident Insurance Policies wherever issued.

### **Termination of Insurance**

Insurance of the Cardmember shall terminate forthwith on the earliest of the following events:

1. The termination of Master Policy;
2. The termination of the Cardmember's Card account serviced by Amex (Saudi Arabia) Limited.

### **Governing Law and Jurisdiction**

The Master Policy including any future amendments hereof, as well as its present and future interpretation, shall be governed by and construed in accordance with English law.

In any action or proceeding brought against the Insurer in relation to any matter arising under this Policy the Courts of Saudi Arabia shall have exclusive jurisdiction.

It is a condition of this Policy that in any action against the Insurer the Parties hereto are deemed:

- a. To have irrevocably submitted to the jurisdiction of the Courts of Saudi Arabia and
- b. To have irrevocably waived any objection they may now or hereafter have to the venue of such action or proceeding such Courts including, but not limited to, any objection that such action or proceeding was brought in an inconvenient forum.

The Benefits described herein are subject to all of the terms and conditions of the Policy which is held by and Amex (Saudi Arabia) Limited. This Certificate replaces any prior Certificate which may have been furnished in connection with the Policy.