



# General Conditions Compatibility Mode Insurance

Policy Booklet



## Welcome to Liva Insurance

Congratulations on becoming insured with Liva, the region's leading multi-line insurance group that provides Motor, Home, Travel, Health, Life and various business insurances serving the GCC region for over 80 years and insuring over 1.5 million happy customers. Previously Al Ahlia Insurance and National Life and General Insurance Company, two dynamic and award-winning companies.

**Liva exists to instill confidence in your life to live the life you want, well prepared for the unexpected.**

Why? Because great insurance is about the right amount of preparedness. Having a listening ear and helping hand at any time, and every time. Having the coverage itself and all related services under one roof.

Inside this booklet, you'll find all the details about what your policy covers and what it doesn't. It also contains important information about our dedicated helpline and the simple process for making a claim.

Please take a moment to read through your policy booklet carefully and digitally store it in a secure place for future reference.

We welcome you to the Liva family and wish you a safe and hassle-free year

**Liva Insurance**  
**Life's good when you are covered.**

## مرحباً بك في "ليفا للتأمين"

نشكرك لاختيارك تغطية تأمين من لي "ليفا للتأمين"، مجموعة التأمين متعددة المنتجات التأمينية الرائدة في المنطقة والتي توفر تغطيات تأمين على السيارات والمنازل وتأمين السفر والتأمين الصحي والتأمين على الحياة والعديد من تغطيات التأمين التجاري المتنوعة لأكثر من 80 عاماً في منطقة دول مجلس التعاون الخليجي إلى جانب خدمات تأمينية تحظى برضا واستحسان ما يزيد عن 1.5 مليون عميلاً. "ليفا للتأمين" هي العلامة التجارية الجديدة لشركتين ديناميكيتين كانتا تعرفان سابقاً باسم رويال آند صن (الشرق الأوسط) أللانيس والشركة الوطنية للتأمين على الحياة والعام والحائزتين على العديد من الجوائز التقديرية.

**تم إطلاق علامة "ليفا للتأمين" لغرس الثقة لديك ولتنعم بأسلوب الحياة الذي لطالما كنت تحلم به، ولتكون على أهبة الاستعداد لمواجهة الظروف غير المتوقعة.**

لماذا "ليفا للتأمين"؟ لأن التأمين الفعال هو الذي يمنحك القدر الكافي من الاستعداد الأنسب والجاهزية القصوى لكل ما هو غير متوقع، والمصمّم تلبيةً لمتطلبات العملاء، وتقديم العون لهم في جميع الأوقات. بمعنى آخر، نقدم بين يديك تغطية شاملة بمزايا عديدة ترتقي لمستوى توقعاتك بالتغطية المطلوبة ذاتها وكافة الخدمات ذات الصلة تحت مظلة واحدة.

ستجد في هذا الكتيب التعريفي جميع التفاصيل المطلوبة حول مجمل تغطيات التأمين المتاحة وغير المتاحة في وثيقتك. كما يحتوي الكتيب على معلومات مهمة حول مركز الاتصال وفريق الدعم المخصص لدينا والخطوات البسيطة الممكن اتباعها لتقديم المطالبة.

يرجى تخصيص بعض الوقت لقراءة كتيب الوثيقة الخاص بك بعناية وتخزينه رقمياً في مكان آمن على أحد الأجهزة المتوفرة لديك بحيث يمكنك الرجوع إليه بسهولة مستقبلاً عند اللزوم.

نرحب بك مجدداً في أسرة "ليفا للتأمين"، ونتمنى لك عاماً من القيادة بأمان وسلامة

**ليفا للتأمين**

**الحياة حلوة وانت مؤمن**

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## GENERAL CONDITIONS

### IMPORTANT POINTS

This policy should be read carefully. It gives full details of what is and what is not covered, and the conditions and exclusions of the cover. Failure to comply with them could prejudice an Insured's claim.

### HEALTH CONDITIONS

1. Nature of coverage: This policy is not a general health insurance policy. Coverage is intended for use by the Insured in the event of a sudden and unexpected sickness or accident arising when the Insured is outside of his Country of Residence. Green Card & Residence Permit holders will be excluded from this coverage (as long as the Insured is not benefiting from the Health Insurance in the Country of Destination).
2. Pre-existing exclusion: This policy does not cover claims for any medical services arising from a pre-existing medical condition as defined in this document.
3. General health exclusion: No claims under this policy will be paid where the Insured:
  - a) is travelling against the advice of a physician; or
  - b) is receiving, or on a waiting list for treatment, or waiting the results of medical tests or investigations for medical treatment declared by a physician; or
  - c) is travelling for the purpose of obtaining treatment; or
  - d) has received a terminal prognosis for a medical condition.

### POLICY LIMITS AND EXCESSES

This policy has specific limits on the amount the Company will pay in the event of a claim.

A claim may be subject to an excess and if so this will be stated in the Schedule of Benefits. This means that the Company may not be liable for the first part of the claim and the excess amount has to be paid by the Insured.

#### Sanction Clause

Due to U.S. or other applicable trade or economic sanctions, laws, regulations and/or other reasons, SIA does not provide travel protection plans for travel to the following countries/areas: Afghanistan, Crimea/Sevastopol, Cuba, Iran, Libya, North Korea, Palestine, Syria, Yemen, Russia and Belarus. Accordingly, no services will be provided, including, but not limited to, the payment of any claims, in connection with travel to these countries. Should new sanctions be imposed that prohibit SIA from covering travel to any additional countries, travel to such countries shall be excluded from this coverage irrespective of the Geographical plan chosen by the insured.

### WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

**SWAN INTERNATIONAL ASSISTANCE** must be contacted immediately, and within 48 hours, in the event of an Insured

dying, incurring medical expenses, being involved in an accident or being admitted to hospital. If the Insured is not in a position to contact the Assistance Company, notification given by a close person, the police, the hospital, the fire brigade, or any person having intervened upon the occurrence of the damage will be considered of the same worth as a call from the Insured him/herself. Note that the Company will not be liable for any costs and No coverage will be provided for inpatient treatment or emergency repatriation not authorized specifically by our emergency global assistance service **SWAN INTERNATIONAL ASSISTANCE**.

**SWAN INTERNATIONAL ASSISTANCE will provide a complete medical assistance service to the Insured anywhere in the world, operating 24 hours a day/365 days a year and can be accessed by telephone or fax:**

**Tel.: +961 9 211 662 or 1-514-448-4417 or +33 9 70 73 22 47 or +965 99 11 50 10**

**Fax: +961 9 224 010**

**E-mail: request@swanassistance.com**

**For all non-emergency medical and all other claims, please refer to the "MAKING A CLAIM" section of the document on page 9.**

### TRAVEL INSURANCE

#### A- POLICY PERIODS

1. Policy Type: A single return trip, as defined in the Period of insurance, beginning and ending in the Country of Residence.
2. Period of insurance: Under section 21, insurance is effective from the date of issue of the insurance certificate and terminates on commencement of the trip.

In respect of all other sections, insurance commences when the Insured leaves his place of residence or business in his Country of Residence (whichever is the later) to commence the trip described in the territorial limits and shall cease with whichever occurs first of the following:

- The expiry of the policy period as shown on the insurance certificate;
- The Insured's first return home to the Country of Residence, at the end of the trip;
- The Insured's first return to his Country of Residence prior to the planned return at the end of the trip.

In the event of a covered injury, illness or accident occurring during the period of insurance when the Insured is medically incapable of returning to his Country of Residence, this Insurance will be extended for a maximum of 30 days from the end of the period of insurance, for the treatment of Emergency medical expenses only, provided that SWAN INTERNATIONAL ASSISTANCE has authorized such extension.

#### B- POLICY DEFINITIONS

Wherever the following words or phrases appear within this policy, they will always have the same meaning.

Accident means a sudden, unexpected, unusual, specific,

violent, external event which occurs at a single identifiable time and place and independently of all other causes results directly, immediately and solely in physical bodily injury which results in a loss.

The following shall also be construed to be Accidents:

- a) Asphyxia or Injuries as a consequence of gases or vapors, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.
- b) Infections resulting from an Accident Covered by the policy.
- c) Injuries that are a consequence of surgical operations or medical treatments resulting from an Accident Covered by the policy.

In no event shall the contracting of any disease and/or illness (including, but not limited to heart attack, stroke or cancer), nor the injection or ingestion of any substance, be considered an Accident. An event which directly or indirectly exacerbates a previously existing physical bodily injury shall not be considered an Accident.

**Carrier** means the scheduled: airline; shipping line; railway, coach and bus operator with whom the Insured has arranged to travel.

**Children** mean any person aged from 30 days old to 18 years old unless otherwise expressly agreed in the policy or Services Agreement.

**Country of residence** means the Country where the insured person is a citizen or permanent resident and where the policy is issued by the authorized Insurance company/Agent/Broker.

**Emergency Dental Care** means any natural dental treatment covered by the policy due to a condition suddenly started up at travel and that it does not occur by reason of any pre-existing situation has been documented by dentist's report.

**Emergency Medical Expenses** means expenses that in the opinion of the treating physician and SWAN INTERNATIONAL ASSISTANCE are medically necessary in order to maintain life and/or relieve immediate pain or distress for illness, disease or accident first manifested or occurring during a covered trip that commences during the Period of insurance.

**Excess or deductible** means the first amount of each claim, for each separate accident, payable by the Insured. Excess/deductible amounts are shown in the Schedule of benefits.

**Extreme and dangerous Sports activities** means any sport or sporting activities that present a high level of inherent danger. This includes but is not limited to big wave surfing, canoeing down rapids, cliff jumping, horse jumping, ultramarathons, biathlons, triathlons and stunt riding, motor racing or motorcycle racing in any of its modes, ATV (all-terrain vehicle) also known as quad, quad bike, three-wheeler, four-wheeler or quadricycle, big game hunting outside European Territory, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding, mountaineering/climbing with or without the use of ropes, caving /pot holing, hang-gliding, micro-lighting, paragliding, bungee-jumping, go-karting; and, in general, any winter and/or summer sport or recreational activity that is

known to be dangerous. It does not mean usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognized local tour operator but always providing that You are acting under the guidance and supervision of qualified guides and/or instructors of the tour operator when carrying out such tourist activities.

**Immediate Family Member of the Insured** means spouse (wife or husband), children, parents, grandparents, brothers & sisters, grandchildren, mother & father in law, brothers & sisters in law, son & daughter in law.

**Insured person** means any person who is included on the certificate having paid the appropriate premium. The term "his" shall be held to mean "her" where appropriate.

**Medical advisors** mean medical practitioners appointed by SWAN INTERNATIONAL ASSISTANCE.

**Medical evacuation** means transport of the insured from the place of occurrence of the accident /illness or it could not be treated in the Country of habitual residence to another place where he will receive an appropriate care in a medical facility adequately equipped

**Not Eligible Insured Person** means

- a) Persons of less than 30 days old.
- b) Persons aged from 76 years old and above, except in case a specific Plan including such Cover for persons aged from 76 years and above are contracted.
- c) Those who have initiated the trip prior to the insurance underwriting.
- d) Insured travelling for work reasons (paid or otherwise), undertaking physical or manual hazardous activities such as: use of machinery, loading and unloading, working at heights or in confined spaces, assembly of machinery, working on floating or underwater platforms, mines or quarries, use of chemical substances, laboratory work of any kind and any other hazardous activities.

**Off-piste** means participating in Winter sports outside regular patrolled marked runs or outside resort boundaries. Participating in Winter sports on virgin snow or snow which has not been compacted into tracks.

**Orthopedic material or orthosis** means anatomical parts or items of any kind used to prevent or correct temporary or permanent deformations of the body (walking sticks, cervical collar, wheelchair, etc.).

**Osteosynthesis material** means parts or pieces of metal or of any other kind used to join together the ends of a fractured bone, or to knit together the tips of joints, by surgical operation and which can be reused.

**Pre-existing medical condition** means any sickness, whether known or unknown, for which the Insured has previously taken medication, treatment or sought medical advice at any time prior to purchase of this policy.

**Prosthesis** means any item of any kind that temporary or permanently replace the lack of an organ, tissue, organic fluid, member or part of any of them. By way of an example, mechanical or biological items such as cardiac valve parts,

joint replacements, synthetic skin, intraocular lenses, biological materials (cornea), fluids, gels and synthetic or semi synthetic liquids that replace organic humors or liquids, medicine reservoirs, mobile oxygen therapy systems, etc.

**Sum insured** means the maximum payable for each Insured under each section of this insurance as specified in the Schedule of Benefits.

**The Assistance Company** means **SWAN INTERNATIONAL ASSISTANCE - SIA**, the company registered in Lebanon with CR number: 2009442, provided by the Reinsurer for the purpose of supplying the Benefits/Services/Covers of this policy on the Insurer's behalf.

Valuables means photographic equipment, audio, video, telecommunication and computer equipment of any kind, telescopes and binoculars, spectacles and contact lenses, sunglasses, cash, antiques, jewelry, watches, furs, silk, leather goods, animal skins, precious stones and articles made of or containing gold, silver or other precious metals.

**Winter sports** include the following activities: bobsleigh, cross country skiing, downhill skiing, lugeing, monoskiing, snowboarding and ice skating.

**1 year consecutive (92 consecutive days)** means maximum stay abroad per trip should not exceed 92 days.

## C- POLICY BENEFITS

### 1. EMERGENCY MEDICAL EXPENSES

In the event of Injury or Sudden Illness of the Insured occurring outside the Country of Residence the Assistance Company will meet the usual, customary, necessary and reasonable costs of hospitalization for a maximum limit as set in the schedule of benefits per person per trip or per year (in case of annual policy) and in the aggregate with a Deductible/excess of as stated in the Schedule of Benefits.

The Assistance Company's medical team will maintain the telephone contacts necessary with the center and with the Doctors attending to the Insured to supervise the provision of proper health care.

#### Special conditions for COVID-19 coverage

When the appropriate additional premium has been paid, the Assistance Company shall cover the medical hospitalization of the Insured in case of illness related to the COVID-19 for a maximum limit as set in the Schedule of Benefits. This coverage will be only granted, if PCR positive, 72 hours after the Insured arrival to his/her destination. Any negative diagnostic assessment will not be covered by this contract. It is to be noted that the hospitalization of the Insured will be limited to 10 days maximum which will be strictly due to medical complications related to COVID-19 and not to any preexisting known or unknown pathology.

#### Specific condition applicable within the Lebanese territory only:

The Assistance Company shall cover medical expenses resulting from medical emergencies due to Sudden Illness or post-traumatic accident and treated within hospital emergency room. It shall cover all related medical diagnostic tests when performed on ambulatory basis within its

ambulatory specific network (OUT+) with 15% Deductibles. In case of related ambulatory medical diagnostic tests are performed outside the ambulatory specific network (OUT+), it shall be covered with 15% deductibles according to Swan International Assistance tariffs.

It shall also cover hospitalization costs resulting from Sudden Illness or post-traumatic accident within its hospital network (that temporarily excludes "AUH" and "Clemenceau" hospital) up to the amount shown in the Schedule of Benefits in a semi-private room and according to usual and customary standards of care in Lebanon.

#### For Worldwide destination (excluding Country of Residence):

Prosthesis devices due to a covered post-traumatic accident only shall be covered with 50% up to a limit of USD 2,000. Post-traumatic physiotherapy, in case of accident, shall be covered up to 5 sessions if granted by the company's physician.

#### Medical Expenses Deductibles applicable to Going Silver COV, Going Advanced COV & Going Premium COV Plans

| AGE BRACKET   | DEDUCTIBLES/EXCESSES |
|---------------|----------------------|
| 0 – 70 years  | \$ 100               |
| 71 – 75 years | \$ 200               |
| 76 – 80 years | \$ 1,000             |
| 81 – 86 years | \$ 2,000             |

Upon calling the Alarm Center and claim being processed on direct billing procedure, no deductible shall apply for users up to 70 years old. In all cases, deductible shall apply for users above 70 years old.

Deductible shall be maintained for all users bracket of ages if claims are accepted and processed on reimbursement basis.

In case claim is accepted on reimbursement and after auditing and assessing the claim, SIA will reimburse up to 75% of the accepted audited invoices.

### 2. EMERGENCY MEDICAL EVACUATION

In the event of Injury or Sudden Illness of the Insured, the Assistance Company will take charge of transferring the Insured to a proper equipped medical facility.

The Company, through its medical team, will decide if transferring is necessary, depending on the situation or gravity of the condition of the latter.

Afterwards, the Company's medical team will maintain the telephone contacts necessary with the medical center and with the doctors attending to the Insured, and on the basis thereof will decide whether to transfer the Insured, and on the most suitable means of transport to use.

Transfer will be performed in ambulance or another means of transport, to the place where adequate medical assistance can be provided.

### 3. REPATRIATION TO THE COUNTRY OF RESIDENCE

In the event of Injury or Sudden Illness, the Assistance

Company will take charge of repatriating the Insured to his/her usual Country of Residence. The Company, through its medical team, will decide if repatriation is necessary, depending on the situation or gravity of the condition of the latter.

Afterwards, the Company's medical team will maintain the telephone contacts necessary with the medical center and with the doctors attending to the Insured, and on the basis thereof will decide whether to repatriate the Insured, and on the most suitable means of transport to use.

Should the Insured refuse to be repatriated and elects instead to remain abroad, the Company's liability to pay any further costs under this Section, after that date, will be limited to what the Company would have paid if the Insured's repatriation had taken place. Thereafter, cover will be discontinued.

Special condition for persons aged 76 years and above:

Limit in the aggregate, known accumulation for Emergency Medical Expenses, Evacuation & Repatriation: Up to US\$ 10,000

#### **Special conditions for COVID-19 coverage**

When the appropriate additional premium has been paid, and in the event of an hospitalization due to COVID-19, the Assistance Company shall take in charge, if necessary, the Evacuation and/or the Repatriation to the Country of Residence up to the amount shown in the Schedule of Benefits.

#### **4. EMERGENCY DENTAL CARE ABROAD**

If necessary, the Assistance Company will provide the Insured party with the dental assistance required abroad. The maximum limit of the expenses is up to the amount shown in the Schedule of Benefits. This coverage is restricted to the treatment of pain, infection and removal of the tooth affected. Any reimbursement is subject to the submission of a medical report and X-ray done before and after the treatment.

#### **5. REPATRIATION OF MORTAL REMAINS TO THE COUNTRY OF RESIDENCE**

In the event of the death of the Insured as a result of an accident, the Assistance Company will make the arrangements necessary for his/her transport or repatriation and will meet the cost of the transfer expenses to his/her usual Country of Residence.

Payment of expenses for interment, cremation or funeral ceremony is excluded from this guarantee.

#### **6. COMPASSIONATE VISIT**

The cost of an economy class return-trip (round trip) air transport ticket or a regular class train ticket for one immediate family member to join the Insured, provided that the immediate family member has the same Country of Residence as the Insured, the Insured was travelling alone and the Insured has been admitted to hospital for more than ten (10) days. This benefit must be approved and authorized by **SWAN INTERNATIONAL ASSISTANCE** before the departure of the immediate family member.

#### **7. ARRANGEMENT AND PAYMENT OF CONVALESCENCE EXPENSES**

Upon request from the Insured, the Assistance Company will arrange and will pay for the additional hotel accommodation

expenses necessarily and unavoidably incurred by the Insured related to an incident requiring emergency medical hospitalization, emergency medical evacuation or emergency medical repatriation. The Assistance Company's prior approval, subject to its determination on medical grounds, is required in respect of such payment.

Limits of this cover: For any Insured, subject to a sub-limit of US\$ 250 per day and aggregate up to the below amounts per plan:

Going Advanced COV: Up to US \$ 750 / Going Premium COV: Up to US \$ 1,500

#### **8. ESCORT OF DEPENDENT CHILD**

If the Insured is travelling as a lone adult with a child(ren) and is hospitalized because of a covered illness or injury and it is likely that the Insured shall be hospitalized for a period greater than 48 hours, and the child(ren) aged 15 or under is left unattended, the Company's medical advisors will arrange and pay for one-way economy fare(s) less the value of applied credit from any unused travel tickets per person to their Country of residence, with an attendant if necessary.

#### **9. SEA AND MOUNTAIN SEARCH AND RESCUE**

When an incident occurs The Assistance Company will help with search and/or rescue costs incurred by the competent authority up to the limit stated in the Schedule of Benefits.

#### **10. LOSS OF CHECKED BAGGAGE**

The Assistance Company will pay up to the amount shown in the Schedule of Benefits in the event of the Insured suffering a total loss of baggage that has been checked by an international airline for an international flight. This includes compensation for you clothing and your personal effects which are stored in the personal baggage that is lost. Any benefit paid will be excess of any amount received by the airline. In the event of loss baggage, the Company reserves the right to pay the intrinsic value of any loss article.

The Company shall not be responsible for:

- the excess/deductible for each claim for each separate incident as shown in the Schedule of Benefits;
- partial loss or damage to checked baggage. However, total loss or damage of an individual unit(s) of baggage shall not be construed as fallen within this exclusion;
- wear, tear and depreciation of the article(s);
- claims for valuable or fragile articles in checked baggage;
- claims arising from delay, detention, seizure or confiscation by Customs or other officials;
- claims on items for which the Insured has already been reimbursed by the Airline or another party;
- claims on loss of business goods or samples or equipment of any kind.

#### **Specific conditions:**

- In the event of loss of property, a Property Irregularity Report (PIR) must be obtained from the Airline immediately upon discovering the loss which must be presented to Swan International Assistance when

submitting your claim.

- Limit in the aggregate, i.e., accumulation:
- Going Advanced COV Plan: up to US\$ 900 & Going Premium COV Plan: up to US\$ 1,500

### 11. DELAY OF CHECKED BAGGAGE

In the event of delay of a checked baggage for more than 12 hours, the Company will refund the Insured for the cost of purchasing first necessity items, up to the maximum as shown in the below Schedule of Benefits. Payment made due to delay will be deducted from the amount of claims arising if the baggage is permanently lost. The Company shall not be responsible for:

- the excess/deductible for each claim for each separate incident as shown in the Schedule of Benefits;
- the excess/deductible for each claim for each separate incident as shown in the Schedule of Benefits;
- partial loss or damage to checked baggage. However, total loss or damage of an individual unit(s) of baggage shall not be construed as fallen within this exclusion;
- wear, tear and depreciation of the article(s);
- claims for valuable or fragile articles in checked baggage;
- claims arising from delay, detention, seizure or confiscation by Customs or other officials;
- claims on items for which the Insured has already been reimbursed by the Airline or another party.
- claims on loss of business goods or samples or equipment of any kind.

#### Specific conditions:

- In the event of loss of property, a Property Irregularity Report (PIR) must be obtained from the Airline immediately upon discovering the loss which must be presented to Swan International Assistance when submitting your claim.
- Limit in the aggregate, i.e., accumulation:
- Going Advanced COV & Going Premium COV Plans: up to US\$ 500

### 12. PERSONAL LIABILITY

The company will reimburse all damages, compensation and legal expenses for which the Insured Person becomes legally liable up to the amount stated in the Schedule of Benefits under the plan opted for as a result of his actions causing:

- Injury of another person
- Loss of or damage to property

#### Specific Conditions Applicable to Personal Liability

- It is a condition of payment that the insured person not admits fault or liability to any other person without the Company's prior written consent
- No offer, promise, payment or indemnity may be made by

the insured person without the Company's prior written consent.

- The insured person must give the company written notice with full particulars of an event that may give rise to a claim within 15 days of the conclusion of an insured Journey.
- Every letter, writ, summons and process must be forwarded to the Company as soon as possible.
- The Company is entitled to take over the defense and settlement of claim in the name of the insured Person for the Company's benefit. The Company shall have full discretion in the conduct of any proceedings and settlement of the claim.
- The Company may at any time pay the insured person the amount for which a claim can be settled less any damages already paid. The company will then be under no further liability other than for costs and expenses incurred prior to making such payment.
- No indemnity will be provided for legal liability arising from injury or loss as a result of any willful or malicious act of the insured person.
- Notwithstanding the foregoing, all claims must be notified to company in writing within 36 months of the claim occurrence, the liability of the company under this Policy will expire and the Company shall not be liable for any such claims advised later than 24 months after the claims occurrence.

#### Specific Exclusions

The Company will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

- Injury to the Insured person or to any member of his family ordinarily residing with him; or
- Injury to the insured person or his employees arising out of or in the course of employment; or
- Loss of or damage to property owned by or in control of the insured person or any member of his family ordinarily residing with him; or
- The ownership, possession or use by or on behalf of the insured person of any caravan, mechanically propelled vehicle (other than golf carts and motorized wheelchairs), aircraft or other aerial device, hovercraft (other than hand-propelled or sailing craft in territorial waters) or animals; or
- Loss of or damage to property or injury arising out of the insured person's profession, business or trade, or out of professional advice given by him; or
- Any contact unless such liability would have arisen in the absence of that contact; or
- Judgments which are not in the first instance either delivered by or obtained from a court of competent; or
- Jurisdiction within the country where the policy has been issued or the country in which the event occurred giving rise to the insured person's liability; or

- Any claims for fines, penalties, punitive, exemplary, aggravated or vindictive damages.

### 13. 24 HOURS ASSISTANCE SERVICES

The Assistance Company shall assist the Insured in making reservations for air ticket or hotel accommodation on an emergency basis when travelling overseas.

### 14. DELIVERY OF MEDICINES ABROAD

The Assistance Company will take charge of delivering the medicines outside the country of resident prescribed urgently by a doctor for the Insured during the trip and which cannot be found in the place where he/she had travelled to or to be replaced by medicines that have a similar composition. The Assistance Company will not be responsible for the medicine's expenses

### 15. RELAY OF URGENT MESSAGES TO FAMILY OR BUSINESS CONTACT

The Assistance Company will assist with contacting family or friends in the event of an emergency situation while the customer is traveling.

### 16. LONG DISTANCE MEDICAL INFORMATION SERVICE

When the Insured party requires long-distance medical advice, the Assistance Company puts him, at the insurer's expense, in contact with an independent doctor that is qualified to answer the questions pertaining to his state of health. The opinion provided by that doctor and the consequence that it may have are not binding on the Assistance Company.

### 17. MEDICAL REFERRAL/APPOINTMENT OF LOCAL MEDICAL SPECIALIST ABROAD

Through the Assistance Company call center, the insured will be given access and referred to any agreed medical center or medical practitioner of the Company's international network, when the insured is outside the country of residence.

### 18. CONNECTION SERVICES

Whilst traveling abroad, the Insured may contact the Assistance Company to obtain miscellaneous services in the country where he is located such as rental car referral, hotel reservation, and legal and administrative information. However miscellaneous services required by the Insured that are not covered under this Policy shall remain the responsibility of the Insured and at his own expense

### 19. CATASTROPHE

If during a trip abroad, the Insured's booked accommodation is rendered uninhabitable because of a fire, flood, earthquake, storm, lightning, explosion or hurricane, the Company will pay for overseas travel expenses and overseas accommodation to allow the Insured to continue with the Covered Trip, up to the amount shown in the Schedule of Benefits. The Company shall not be responsible for:

- the excess for each claim as shown in the Schedule of Benefits;
- any expenses that the Insured can get back from any tour operator, airline, hotel or other service provider;
- any expenses that the Insured would normally have to

pay during the period of the covered Trip;

- any claim resulting from the Insured travelling against the advice of the appropriate national or local authority;
- claims occurring during any long-stay Trip; being a Trip which is longer than 185 days.

### Specific conditions:

It is a condition of the cover provided under this section that:

- the Insured must give the Company a written statement from an appropriate public authority confirming the reason and nature of the disaster and how long it lasted;
- the Insured did not know about any events that result in a claim before the Insured left from their International point of departure;
- the Insured must give the Company evidence of all the extra costs that had to be paid.

### 20. FLIGHT CANCELATION

In the event that a flight is delayed for more than six (6) hours and then cancelled by the Airline, the Company will pay the Insured up to the amount shown in the Schedule of Benefits, providing always that the Insured has checked in at the point of departure, outside his Country of residence, in accordance with his itinerary and a report obtained from the carrier with a statement confirming the length and exact nature of the delay then cancellation. In the case of connection flights for example, the case of a delay in the first flight leading to missing the second flight will not be covered by this benefit. This benefit aims to compensate only for basic expenses incurred by the Insured during the delay period.

- Limit in the aggregate, i.e., accumulation:
- Going Advanced COV & Going Premium COV Plans: up to US\$ 500

### 21. TRIP CANCELATION

The Assistance Company shall indemnify the Insured Person in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel tickets and/ or hotel accommodation up to the limit stated in the schedule of benefits, in the event of the Insured Person's Covered Trip being

necessarily cancelled due to:

1. The death, accidental bodily injury or illness of the Insured Person or the death, accidental bodily injury or illness of the Insured Person's immediate family member;
2. The Insured Person being:
  - a) Quarantined or called for witness or jury service;
  - b) Called for emergency duty as a member of the armed forces, the defense 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 usual Country of Residence following burglary or major damage within 7 days prior to the commencement of the Insured's journey or holiday.

### Specific conditions:

#### Limit in the aggregate, i.e. accumulation

- Going Advanced Plan: up to US\$ 3,500 & Going Premium Plan: up to US\$ 5,000

#### Exclusions Applicable to Trip Cancellation:

#### The Assistance Company shall not be liable for claims resulting from:

- Company shall not be liable for claims resulting from:
- Childbirth, pregnancy or any medical complications resulting there from;
- Any condition or set of circumstances known to the Insured at the time the Trip was booked or this Insurance was affected, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation of the Insured's Covered Trip;
- Lack of or unreasonable care taken by the Insured in respect of:
  - a) Travel to the airport/station
  - b) Route to the airport/station
  - c) Departure time.

### 22. TRIP CURTAILMENT

If the Insured has to return to his Country of Residence before the scheduled return date, during the period of insurance, the Assistance Company will refund the Insured the cost of travel tickets and/or hotel accommodation only up to the amount shown in the Schedule of Benefits, due to:

1. The death, accidental bodily injury or illness of the Insured Person's immediate family member in his/her Country of Residence;
2. The Insured Person being:
  - a) Called for witness or jury service;
  - b) Called for emergency duty as a member of the armed forces, the defense 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 usual Country of Residence following burglary or major damage.
- Limit in the aggregate, i.e., accumulation:
- Going Advanced Plan: up to US\$ 600 & Going Premium Plan: up to US\$ 1,000

### 23. ADVANCE OF BAIL BOND

The Assistance Company will advance funds for any legal bond required on behalf of an Insured up to the amount stated in the Schedule of Benefits. The Insured will be required to repay such amount as may have been advanced within 30 days. The Assistance Company will require valid credit card authorization prior to any such fund advance.

### 24. LEGAL FEES

If accused by the legal authority in the country where you are traveling, the Assistance Company will guarantee payment for any lawyer fees or translator fees required in this situation (according to the Schedule of Benefits).

In addition, Insured shall benefit from unlimited legal advice and interventions through e-lawyer assistance as per the following levels and conditions:

1. **First Level Assistance:** Engaged professionals shall handle all Insured's phone calls at no additional expenses till the latter knows the legal nature of instance and the steps to be followed.  
  
Insured can also use the web integrated legal assistance platform available free of charge at [www.e-lawyerassistance.com](http://www.e-lawyerassistance.com). Consequently, a quick interview could be scheduled for specific affairs at reasonable fixed fees.
2. **Second Level Assistance:** Second level assistance is concrete onsite field assistance. This kind of assistance could be launched, in advanced case stages, upon Insured's requests for field assistance. The legal fees of this level of assistance will be mutually agreed on between the Insured and e-lawyer assistance.

### 25. LEGAL FEES

The Company will reimburse the Insured up to the amount shown in the Schedule of Benefits in respect of the Emergency Medical Expenses necessarily incurred as a result of the Insured sustaining accidental bodily injury whilst participating in Winter Sports, up to 31 days only. Any accident that occurs outside the ski slopes (off-piste) is not covered under this policy.

### 26. TERRORISM COVER

The Insured will be covered under Emergency Medical Expenses (according to Terrorism limit in the Schedule of Benefits) and Emergency Medical Evacuation (according to the Schedule of benefits) for injury sustained as an innocent bystander following an act of terrorism up to 92 days only. The company shall not be responsible for:

- Injury sustained as a result of any act of terrorism that involves the use of Nuclear, Chemical or Biological weapons or devices of any kind.
- Injury sustained as a result of any act of terrorism that began prior to the commencement of the trip.
- Injury sustained where the Insured is directly or indirectly involved in an act of terrorism of any kind.

### 27. LOSS OF PASSPORT

The Assistance company will pay you up to the limit specified in the Schedule of Benefits for the cost of obtaining whilst overseas replacement passport, which have been lost or stolen to replace such lost travel document.

#### Special conditions relating to claims:

1. You must report any loss or theft to the local Police within 24 hours of discovery and obtain a written report of the loss or theft of the passport.

2. If passport is lost or stolen while in the care of a carrier, transport company, authority or hotel, you must report to them in writing, details of the loss or theft and obtain written confirmation. If passport is lost or stolen whilst in the care of an airline you must:
  - a) Obtain a Property Irregularity Report from the airline.
  - b) Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).

#### Exclusions:

1. Loss or theft of to your passport left unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.
2. Loss due to delay, confiscation or detention by customs or other authority.

#### 28. PERSONAL ACCIDENT

In the event the Insured (between 18 and 70 years old) covered under Going Advanced COV & Going Premium COV plans shall sustain or suffer a bodily Injury resulting solely, directly and independently of all other causes from external, violent, visible and Accidental means and directly cause or necessarily result in Accidental Death only (Common Carrier).

#### Area of cover

The policy's Cover is applicable, except when stipulated to the contrary, in any place in the world, except in the Country of residence, while the Insured party is traveling, the length of the trip not exceeding 92 days.

The corresponding compensation will be paid in the country where the policy has been issued in US Dollars.

#### Exclusions:

The Insurer and /or The Assistance Company shall not be liable for Claims resulting from:

1. Travel by aircrafts or any other Common Carriers whether licensed to carry passengers against fare or not.
2. Armed conflicts (having existed or not official declaration of war).
3. The use of helicopters and means of aerial navigation not authorized for the public transporting of passengers.
4. Active participation in criminal acts or in bets, challenges or arguments except in the case of legitimate self-defense or state of need.
5. Participations in any organized dangerous competition, races, sports and training thereon.
6. Suicide or attempting suicide or any willful Injury.
7. Addiction to alcohol or narcotics or misuse of drugs.
8. Blood transfusion and Acquired Immune Deficiency Syndrome (AIDS).
9. Any bodily Injury or sickness the Insured was suffering from prior or at the commencement of this Policy.

10. Pregnancy, childbirth, miscarriage (whether legitimate or not) and any complications resulting there from.
11. Death which occurred in the Country of Residence of the Insured.

NOTWITHSTANDING THE FIRST EXCLUSIONS, IT IS HEREBY DECLARED AND AGREED THAT THIS POLICY IS EXTENDED TO COVER DEATH OF THE INSURED WHILST TRAVELING IN A COMMON CARRIER SUBJECT TO A MAXIMUM COMPENSATION FOR ANY ONE SINGLE CLAIM AFFECTING A GROUP OF INSURED TRAVELING TOGETHER OF USD 30.000 AND IN SUCH AN EVENT THE MAXIMUM COMPENSATION OF USD 30.000 SHALL BE PROPORTIONATELY DISTRIBUTED BETWEEN ALL ELIGIBLE BENEFICIARIES.

#### 29. SPORTS ACTIVITIES EXTENSIONS

Upon extending coverage to Sport Activities, you will be covered for all Amateur Sport Activities up to the limit of US\$ 3,000 and in the aggregate US\$ 10,000. The coverage for Professional Sport Activities is limited to US\$ 500 and US\$ 2,000 in the aggregate. Coverage is provided when the appropriate premium has been paid. Moreover, Extreme and Dangerous Sports Activities as defined in Contract Definitions are not covered.

#### D- LIMITATION OF COVERAGE

Coverage shall cease automatically upon the expiration date of this contract. Should the Insured extend his/her journey beyond the covered period, no renewal of benefits is granted unless he/she signs in person a new contract from the country in which the expired contract has been issued.

#### E- POLICY EXCLUSIONS

The Company shall not be responsible for claims arising:

1. If Which but for the existence of this insurance, would be covered under any other insurance policy(ies), including any amounts recovered by the Insured from private health insurance, any reciprocal health agreements, airlines, hotels, home contents insurance or any other recovery by the Insured which is the basis of a claim.
2. If Double insurance: If the same interest is covered in respect of the same risk and for the same period of time by more than one insurer such that the combined sums insured exceed the insurance value, the holder is required to inform the Assistance company of this fact in writing and without delay.

If the Policy holder has intentionally omitted to notify the Assistance Company of this fact or if he has taken out double insurance with a view to obtaining an illicit profit by so doing, the Assistance Company shall henceforth automatically be relieved of any contractual obligation in this respect.

3. Loss, damage, illness and/or Injury directly or indirectly caused by, arising out of, and/or during, and/or in consequence of the following are excluded from the guarantee/Cover granted under this Policy:
  - a) The bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions including those actions of the Insured in a state of derangement or under psychiatric treatment costs for which are

themselves excluded;

- b) Extraordinary natural phenomena such as landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon any other type of natural disaster;
- c) Events or actions of the Armed Forces or Security Forces in peacetime;
- d) Wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whatever type;
- e) Those caused by or resulting from radioactive materials and nuclear energy;
- f) Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defense or necessity;
- g) Illness or Injuries existing prior to the claim, unless expressly included in the Private or Special Conditions and subject to payment of the relevant surcharge Premium;
- h) Those that occur as a result of the participation by the Insured in competitions, sports, and preparatory or training tests;
- i) Unless the sports extension is avail, engaging in the usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognized local tour operator but always providing that the insured is acting under the guidance and supervision of qualified guides and/or instructors of the tour operator when carrying out such tourist activities. Notwithstanding the foregoing, the Extreme and Dangerous Sports activities are always excluded from the cover granted under this Policy;
- j) Participation in competitions or tournaments organized by sporting federations or similar organizations. This exclusion will not apply for Sports Activities (in accordance with Section 29 – Sports activities extension) when the appropriate additional premium has been paid;
- k) The use, as a passenger or crew, of means of air navigation not authorized for the public transport of travelers, as well as helicopters;
- l) The use, as a driver or passenger, of a rented or owned of any motorized vehicle, unless in a Common Carrier such as defined in Art. B – Policy Definitions;
- m) The Accidents deemed legally to be work or labor Accidents, consequence of a Risk inherent to the work performed by the Insured;
- n) Internationally and locally recognized epidemics and endemics (excluding COVID-19 when the appropriate premium has been paid);
- o) Illnesses or Injuries arising from chronic ailments or from those that existed prior to the inception date of

the policy;

- p) Death as a result of suicide and the Injuries or after-effects brought about by suicide and/or attempted suicide or any self-inflicted Injuries;
  - q) Illness, Injuries or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental Illness or mental imbalance;
  - r) Illness or Injuries resulting from refusal and/or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Assistance Company and agreed by its medical Service;
  - s) Illness or Injuries caused by pregnancy and childbirth or any complication therefore or voluntary termination of pregnancy;
  - t) Any emotional, mental or psychiatric illness and panic attacks;
  - u) Venereal sexually transmitted diseases, such as Acquired Immune deficiency Syndrome (AIDS) or AIDS related complex and/or any illness arising as complications from these conditions;
  - v) All pre-existing, congenital and/or Chronic Medical Conditions, whether known or unknown, treated or not, to the Beneficiary and any related treatment, repatriation, evacuation or Emergency room expenses;
  - w) Any subsequent admission, related to the first one, of the Insured to the hospital or emergency room, unless diagnosed as a new pathology;
  - x) Any cardiac or cardio vascular or vascular or cerebral vascular Illness or conditions or after-effects thereof or complications that, in the opinion of a medical practitioner appointed by the Assistance Company, can reasonably be related thereto, if the Insured Person has received medical advice or treatment (including medication) for hypertension at any time prior to the commencement of the Protected Journey;
4. In addition to the foregoing General Exclusions, the following Benefits are not covered by this insurance:
- a) The Services arranged by the Insured on his/her own behalf, without prior communication or without the consent of Swan International Assistance- the Assistance Company, except in the case of an extreme emergency/urgent necessity. In that event, the Insured shall furnish the Assistance Company with the vouchers and original copies of the invoices;
  - b) Assistance or medical Services, which are not medically necessary and all Elective and/or non-Emergency medical condition and its complications, and/or unnecessary medical investigation;
  - c) Medicines prescribed outside the emergency coverage of hospitalization that follows.
  - d) Rehabilitation treatments: all rehabilitation treatments, such as, but not limited to, physiotherapy, are excluded from the coverage;

- e) Prostheses, orthopedic material or thesis and osteosynthesis material, as well as spectacles.
  - f) Assistance or compensation for events that occurred during a trip that had commenced, in any of the following circumstances:
    - (i) Before this insurance comes into force,
    - (ii) With the intention of receiving medical treatment,
    - (iii) After the diagnosis of a terminal illness,
    - (iv) Without prior medical authorization, after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip;
  - g) Expenses that arise once the Insured is at his/her Usual Country of Residence, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, after the dates of the travel object of the Agreement have elapsed or after 90 days has elapsed since the start thereof, notwithstanding what is provided for in the Additional Clauses or in the Private or Special Conditions;
  - h) Any Health Services that are received as Out-of-Hospital Benefits;
  - i) All expenses relating to routine dental treatment, dental prostheses, and orthodontic treatments;
  - j) Services that do not require continuous administration by specialized medical personnel;
  - k) Medical Services that are not performed by Authorized Healthcare Service Providers, apart from medical Services rendered in a Medical Emergency;
  - l) Prosthetic devices and consumed medical equipment;
  - m) Treatments and Services arising as a result of hazardous or power-vehicle race, water sports, horse riding activities, mountaineering activities, violent sports such as judo, boxing, and wrestling, bungee jumping and any professional sports activities;
  - n) Costs associated with hearing tests, vision corrections, prosthetic devices or hearing and vision aids;
  - o) Patient treatment supplies (including elastic stockings, ace bandages, gauze, syringes, diabetic test strips, and like products, nonprescription drugs and treatments, excluding such supplies required as a result of Healthcare Services rendered during a Medical Emergency);
  - p) Services rendered by any medical provider relative of a patient for example the Insured Person and the Insured member's family, including Spouse, brother, sister, parent or child;
  - q) All Healthcare Services & Treatments for In-Vitro Fertilization (IVF), embryo transport, ovum and male sperms transport;
  - r) Treatments and Services related to viral hepatitis and associated complications, except for treatment and Services related to Hepatitis A
  - s) Air or Terrestrial Medical evacuation due to War or Natural hazards except for Emergency cases, or unauthorized transportation Services;
  - t) Medical Services and associated expenses for organ and tissue transplants, irrespective of whether the Insured Person is a donor or recipient;
  - u) Any test or treatment not prescribed by a Doctor;
  - v) Diagnosis and treatment Services for complications of excluded illnesses;
  - w) Travelling to seek medical treatment or waiting for an operation, post operation check-up or any other hospital treatment, or any medical investigations, tests or test results;
  - x) Travelling against the advice of a doctor or considered not fit to travel by the Assistance Company.
5. If Failure by the Insured:
- a) to notify the Assistance company within 48 hours of the event calling for medical or travel assistance;
  - b) to submit to the Assistance company all the documents required for setting the case of the accident.

## F- GENERAL PROVISION

**Subrogation:** The rights and claims of any natural person or legal entity that benefits in whole or in part from the guarantees provided in the insurance policy as stated in the General Conditions against the third party responsible for the event shall pass to the Assistance Company up to the level of compensation paid by the insurer.

**Sunset clause:** Notwithstanding anything to the contrary set forth herein, the present contract and all obligations hereunder shall terminate and this policy shall have no force or effect retrospectively or prospectively after two years from the expiry date stated in the policy schedule.

## MAKING A CLAIM

For non-emergency medical and all other claims, you will need to complete a claim form as soon as possible after the incident has occurred or within 4 months of your return to your Country of residence.

The completed claim form, together with original invoices, proof of ownership, travel documents and any other relevant details must be sent to Swan International Assistance in addition to the above and for the following:

1. Loss of baggage:
  - Copy of check reimbursed from the Airline.
  - Letter from the Airline
2. Flight cancellation
  - Proof of the delay then cancellation: boarding pass,

letter from the Airline, flight history & original receipts/invoices for the expenses being claimed.

3. Trip cancelation & curtailment:

- Original receipts/invoices for expenses being claimed.
- Hospital/doctor reports/records.
- If the expenses are a result of an incident, copy of the police report.
- Death Certificate.

4. Delay of Baggage

- Proof of the delay from the Airline
- Flight History
- Letter/message or any proof showing the date of reception
- Receipts of all the first necessity items purchased.

Please note that if medical treatment has been received medical certificates showing the nature of the injury or illness with all original bills and receipts, if already paid, should also be attached and returned to Swan International Assistance.

The Assistance Company reserves the right to verify the truthfulness of the damage declared. Failure to submit such required documents within a period of four (4) months from the occurrence of the accident/sudden illness gives the Assistance Company the right to deny and benefits and/or reimbursement in relation with the incurred costs.

### Liva Insurance SAOC

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