

## **CORPORATE TRAVEL ACCIDENT INSURANCE**

### **Certificate of Insurance**

Amex (Saudi Arabia) Limited, Policy Number 51UK428556

Underwritten by Gulf Assist herein called the "Company"

It is hereby certified that the holder of this certificate, as an employee of an affiliated company to the Corporate Travel Account is insured against loss in the amount of US \$100,000 - subject to the Exclusions, Provisions and other Terms of the Policy described herein.

### **Scope of Coverage**

Each eligible person shall be an Insured Person while taking a trip on a public air conveyance operated under a license for the transportation of passengers for hire, fare for which has been charged to the Corporate Travel 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:

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 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 Corporate Travel Account, or

1. Such injury received while riding as a passenger in a conveyance including taxi or rental cars (whether charged to the CTA 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.
2. 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 or land vehicle operated by a common carrier licensed to carry passengers for hire including taxi and rental cars.

- a. A trip is a "Covered Trip" if:

- I. 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
  - II. The Insured Person's entire fare for such trip has been charged to the Corporate Travel Account prior to any injury.
- b. 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 including rental car and taxi, but only:
- I. When going directly to an airport for the purpose of boarding an aircraft for a Covered Trip; or
  - II. 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 authorizations for Scheduled air transportation issued by the relevant authorities in the Country in which the aircraft is registered, in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.
- c. 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.
- d. 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 Corporate Travel Account.

## **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.

## **Exclusions**

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

- I. Suicide or self-destruction or any attempt there at;
- II. War or any act of war whether declared or undeclared;
- III. 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;
- IV. Injury received while serving as an operator or crewmember of any conveyance.

V. 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**

I. 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.

II. Copies of the relevant flight tickets that were charged to the American Express Corporate Travel Account must be supplied to the Company at the following address:

Gulf Assist  
Manama Center  
Entrance 3, Floor 3  
P.O. Box: 2790  
Manama, Kingdom of Bahrain,  
Telephone: 800 89 73 222 or +973 17 21 88 99 from outside the Kingdom  
Fax: + 973 17 21 51 77

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.

## **Termination of Insurance**

Insurance of the Card member shall terminate forthwith on the earliest of the following events:

- I. The termination of the Policy;
- II. The termination of the Corporate Travel Account serviced by Amex (Saudi Arabia) Limited.

## **Governing Law and Jurisdiction**

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