

Victoire Travel Insurance LONG STAY CONDITIONS

The travel assistance plan covers and assists travelers anywhere in the world in the event of a sudden illness or accident during journeys outside their Country of Permanent Residence.

A. Definitions

The words and phrases defined below shall have the following meanings wherever they appear in this document:

Accident or Sudden Illness or Sudden Injury mean a sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury or trauma and requiring immediate medical intervention treatment. An event which directly or indirectly exacerbates a previously existing physical bodily injury shall not be considered an Accident.

Beneficiary means any of the covered persons whose name is stated on the certificate of coverage.

Business Companion mentioned under the trip cancellation section refers to a fellow member of the same firm or business activity with whom the Beneficiary has planned to travel on the same flight and whose presence is mandatory in order for the trip to take place.

Country of Permanent Residence means the country in which the Beneficiary normally resides, whether or not he/she holds its citizenship.

Deductible means the first amount of the claim which is payable by the Beneficiary, where applicable.

Immediate Relative mentioned under the trip cancellation section refers to Spouse or ex-spouse, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), mother or father (includes step or in-law, adoptive or foster parents), grandparents (includes in-law), grandchildren, aunt, uncle, niece, nephew, first cousins, siblings, half-siblings or stepsiblings.

Medical Emergency means an unforeseen and non-recurrent sudden pathology which requires an emergency treatment to prevent or alleviate existing danger to life or health. An emergency no longer exists when medical evidence indicates that the Beneficiary is able to return to his/her Country of Permanent Residence to seek and/or continue treatment. A pathology related to a pre-existing medical condition does not fall under the definition of a sudden pathology. Each time the patient is able to visit the doctor's office in person; such case shall not be considered an emergency.

Pre-existing Medical Condition means a pre-existing physical defect, infirmity, injury, sickness, pathology, disease, affliction, anomaly, major risk factor, or any other medical condition, whether known or unknown to the Beneficiary, which he/she was suffering from prior to his/her date of travel from his/her country of permanent residence.

B. Benefits

1. Travel Information Service

The Beneficiary may, prior to his/her departure, call the appropriate Assistance Alarm Center on the assistance number mentioned on his policy, in order to obtain important administrative or medical advice regarding passport and visa processes, vaccination requirements, taxes, customs duties, currencies, and other various requirements.

2. Delivery of Urgent Messages

In the event of an emergency calling for assistance, the Company shall transmit any urgent messages of the Beneficiary to his/her family or employer and keep them informed of any arrangements made to provide the required assistance.

3. Dispatch of a Specialist Physician

In such cases where medical repatriation proves to be impossible due to the patient's condition, the Company may, at its discretion, pay for the dispatch of a specialist physician to make on-site evaluation with the attending physician and arrange for the eventual medical repatriation of the Beneficiary.

4. Long Distance Medical Advice

Should the Beneficiary, during his/her journey abroad, need medical advice which is not available at their location, he/she may call the appropriate Alarm Center and get medical advice from a qualified physician. A telephone conversation does not permit the establishment of a diagnosis and must therefore be considered as mere advice. The Company and the physician shall not hold any malpractice liability to his/her medical opinion.

5. Referral to Medical Correspondents Abroad

While abroad, the Beneficiary may call the Alarm Center of the Company in order to obtain referral to the nearest qualified medical correspondents (One or more options upon availability). The company shall not be held liable for any medical malpractice or inadequate or deficient treatment that might incur following that referral.

6. Cover of Medical Expenses and Hospitalization Abroad

The Company shall cover only reasonable medical emergency expenses for accidents (including ambulatory doctor visits for emergencies only) - Accidents as defined above under definitions section, as well as hospitalization costs resulting from it, up to a limit specified in the certificate of coverage according to the minimal and standard costs of hospitalization in the country where the Beneficiary is being treated.

This coverage is complementary and only takes place if no other medical or insurance coverage is available. Nevertheless, the Company upholds her right to recovery at any time it appears that the Beneficiary's holds a valid medical insurance that covers medical expenses outside his/her country of permanent residence.

Therefore, the beneficiary authorizes the Company to claim back any paid medical costs from his/her primary medical insurance that provides travel coverage abroad, and undertake to hand over all requested documents for such recovery.

The cover of medical and hospitalization expenses is subject to the following deductibles per person per claim:

- **USD 100 if the Beneficiary is under 71 years old.**
- **USD 250 if the Beneficiary is between 71 and 75 years old.**

The coverage is only valid for sudden illness or injury, meaning that this sudden illness or injury has no relation with any pre-existing medical condition or existing major risk factor, whether known or unknown, prior to the departure date of the current travel.

7. Evacuation &/or Medical Repatriation

If the Company's physicians decide that medical transportation of the Beneficiary is necessary, the Company shall arrange and cover the expenses of the medical evacuation of the Beneficiary. The evacuation could be done by helicopter, road or air ambulance, scheduled airline flight, or other means of transport to a hospital where he/she can receive adequate treatment. As soon as the Beneficiary's condition permits him to travel, the Company may arrange, if necessary, the repatriation back to his Country of Permanent Residence (home or hospital) on a regularly scheduled airline flight.

A direct medical repatriation may likewise be considered, depending on the medical case and the distance to be covered. Expenses incurred during the Beneficiary's medical evacuation and repatriation shall be covered by the Company up to an amount specified in the certificate of coverage.

8. Repatriation of Mortal Remains

In the event of an accidental or a sudden death of the Beneficiary as a result of a sudden non-pre-existing illness, the Company shall assist with the necessary procedures and shall cover only the expenses of transportation for repatriation of the mortal remains back to the last airport of the permanent residence country, up to a limit specified in the certificate of coverage. The ground repatriation, the administration and the funeral expenses at the destination (including the purchase of the coffin) are not covered.

The request of Repatriation of Mortal Remains resulting from death because of a pre-existing medical condition (which is not covered as per the policy conditions) shall NOT be covered either.

9. Transportation to Join Beneficiary

In the event that the Beneficiary, provided that he/she is traveling alone, is expected to be admitted to the hospital for more than 10 days by the Company's physician, the Company shall provide the person appointed by the Beneficiary and having the same country of residence as the latter with an economy class round-trip air transport ticket or a regular class train ticket to allow him/her to join the Beneficiary. The appointed person shall also receive an allowance of 80\$ per day to cover for his/her basic stay expenses for a maximum period of 10 days.

10. Return of Dependent Children

In the case that dependent children are left unattended following an accident or a sudden illness of which the Beneficiary is victim, the Company shall arrange for and cover the expenses of one-way economy transportation for those dependent children to their place of residence. A qualified attendant shall also be appointed at no charge, whenever needed.

11. Compensation for the Total Loss or Disappearance of Baggage

The coverage shall apply in the event of the total loss or disappearance of baggage whilst in the custody of an air carrier and will be calculated according to IATA Rules and regulations. The Company will pay compensation equal to the amount paid by the airline company, up to a limit of USD 800.

The 48-hour exclusion does not apply to this benefit.

12. Emergency Dental Care

The Company shall cover the dental expenses incurred by the insured in emergency cases, arising as a result of a bodily injury or of an acute and sudden illness, with the exclusion of any kind of prosthesis and /or definitive filling. The coverage is restricted to the treatment of pain, infection and removal of tooth affected. Expenses are covered up to a limit specified in the certificate of coverage.

13. Contribution to Sea & Mountain Search and Rescue

In the event that the Beneficiary is reported missing during his journey abroad, the Company shall contribute to the expenses associated with sea & mountain search and rescue operated by the local official authorities up to USD 25,000.

14. Cover of outdoor Winter Sports (on snow and ice)

In the event of an accident while the Beneficiary is skiing on regular ski slopes or on ice (outdoor activities only), The Company shall cover assistance and medical expenses up to a maximum of USD 10,000, subject to a deductible of USD 250 per person per claim.

The Company reserves the right to recover any claim declared by the Beneficiary, should any effective policy covering the same risk prove to exist.

Any accident that occurs outside the ski slopes is not covered under this policy.

15. Compensation for Flight Cancellation (4-hours delay)

In the event that a flight is delayed for more than 4 hours AND THEN cancelled by the airline company outside the country of permanent residence, an indemnity of USD 150 shall be paid to the Beneficiary, provided that proof of such delay and cancellation is submitted to the Company. 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 beneficiary during the delay period. The 48-hour exclusion does not apply to this benefit.

16. Trip Cancellation

The Company shall indemnify the Beneficiary in respect of all irrecoverable deposit, advance payment and other charges or due to be paid for travel and/or accommodation. The policy indemnifies against cancellation of a trip, i.e. the Beneficiary being prevented from setting off on a trip necessary because of:

1. The death of the Beneficiary or any immediate relative or business companion with whom the Beneficiary had arranged to travel (See definition section)
2. The accidental bodily injury or acute unforeseen non-pre-existing illness (estimated severe and unfit for fly by the Company physician) or significantly incapacitating the intended course of travel of the Beneficiary or any immediate relative or business companion with whom the Beneficiary had arranged to travel, excluding the grandparents, brother-in-law or sister-in-law, daughter-in-law or son-in-law, stepmother or stepfather mentioned in the Immediate Relative definition.
3. The Beneficiary or any immediate relative or business companion with whom the Beneficiary had arranged to travel being:
 - a) Quarantined or called for witness or jury service.
 - b) Had a significant, unexpected financial loss concerning his property in his Country of Permanent Residence.
 - c) Required to be present at his home or place of business in the usual Country of Permanent Residence following burglary or major damage.
4. Major damage rendering uninhabitable the accommodation in which Beneficiary had previously booked to reside during a covered trip.

5. Theft of the travel documents or identity documents of the Beneficiary within 24 hours prior to the start of the trip as stated in the police report.

In the event of a trip cancellation, the policy covers costs up a maximum limit specified in the certificate of coverage, or at maximum the price of the original trip, for which the Beneficiary is liable under the transport company's travel conditions. The policy covers also unused services, excursions and travel at the destination for which the Beneficiary has paid in advance. The Beneficiary must present the original non-refundable documents or penalty and cancellation fees if applicable.

The maximum limit specified in the certificate of coverage delivered is the maximum amount that can be covered per family per incident, for example, as in the case of death of a family member.

Any remuneration or compensation that the Beneficiary is or would be entitled to from the transport company when the reason for the cancellation transpires is deducted from the indemnification. Travel arrangements shall be cancelled immediately to the transport company after it has become known that the trip cannot be undertaken. The 48-hour exclusion does not apply to this benefit.

Exclusions applicable only to this section, the general exclusions of the policy being equally applicable:

The Company shall not be liable for claims resulting from:

- ✓ Any condition or set of circumstances known to a Beneficiary at the time the trip was booked, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation of the Beneficiary's covered trip.
- ✓ Lack of reasonable care taken over means of travel route or departure time.
- ✓ The coverage is only valid for sudden illness or injury, meaning that this sudden illness or injury has no relation with any pre-existing medical condition or existing major risk factor, whether known or unknown, at the time of signature of this contract.
- ✓ Charter trips and charter excursions are not covered by the Trip Cancellation benefit.
- ✓ Boat cruises of more than 12 hours are also excluded from this benefit.
- ✓ Limit in the aggregate, in case the incident affects more than one Beneficiary from the same family (immediate relative) or business relationship (business companion), will be fixed at \$7,000 total aggregate per case.
- ✓ The beneficiary or the severely ill immediate relative or the business companion or their legal representatives shall liberate his/her treating doctor from medical secrecy for the Company to gather all related medical information to this claim.

17. Corona Virus (Covid-19) cover

- a. It is hereby agreed and understood that contrary to any other stipulation, condition or exclusion contained in its general or particular conditions, the Company shall cover reasonable, usual and customary (UCR) medical costs and expenses (up to a limit specified in the certificate of coverage) which may be incurred consequent to the Beneficiary's becoming infected with an agent of an epidemic/pandemic disease, while this policy is in force in respect of **In-patient treatment (Hospitalization)** provided that:

1. For the purpose of this clause, Epidemic/Pandemic disease shall be defined as a general and widespread sudden outbreak of an acute and severe infectious disease caused by a defined infectious disease pathogen (including all types of viruses, bacteria, parasites etc.), that affects simultaneously numerous individuals worldwide and that is officially declared as a new, sudden and acute epidemic/pandemic disease exclusively by the World Health Organization.

2. Usual, reasonable and customary (UCR) is defined as treatment consistent with generally accepted standards of medical practice set by World Health Organization in respect of the agent of the epidemic/pandemic disease at the time of the current incident.
- b. Furthermore, if the Company's physicians decide that **medical transportation** of the Beneficiary is necessary, and if ALL concerned legal parties and authorities have approved the transfer, the Company shall arrange and cover the expenses of the Medical Evacuation of the Beneficiary up to the amount specified in the certificate of coverage related to COVID-19. The evacuation could be done by helicopter, road or air ambulance, scheduled airline flight, or other means of transport to a hospital where he/she can receive adequate treatment.
As soon as the Beneficiary's condition permits him to travel, the Company may arrange, if necessary, the repatriation back to his Country of Permanent Residence (home or hospital) on a regularly scheduled airline flight up to the amount specified in the certificate of coverage related to COVID-19.
- c. In case of death resulting from COVID-19 disease, and if ALL concerned legal parties and authorities have approved the transfer, the Company shall assist with the necessary procedures and shall cover only the expenses of transportation for repatriation of the mortal remains back to the airport of the permanent residence country, up to a limit specified in the certificate of coverage. The ground repatriation, the administration and the funeral expenses at the destination (including the purchase of the coffin) are not covered.
- d. Special Limitations/Exclusions applicable to this cover:
This cover will be only granted if the beneficiary got infected at least 72-hours after arrival to his/her destination. The Company does not cover the following conditions, the complications and the consequences arising there from:
 - Out of hospital medical expenses including ambulatory services, screening tests, medication, vaccination and doctors' consultations.
 - Outpatient quarantine period and systematic isolation expenses upon arrival to country.
 - Homecare and any expenses linked to paramedical expenses and medical equipment at home.
 - Any expenses incurred in the country of permanent residence.
 - Childbirth and treatment of pre-existing medical conditions and their complication arising from or during the period of any Epidemic/Pandemic hospital treatment shall be subject to the same limit as stated in the above scope of coverage.
 - All chronic or slow spreading infectious diseases other than COVID-19 such as but not limited to HIV, hepatitis, tuberculosis, HPV infections... etc.
 - Epidemic/Pandemic events caused by biological weapons/terrorism.
 - Expenses that cannot be proven to be caused by the epidemic/pandemic disease.

C. Obligations of the Beneficiary

In the event of an accident or a sudden illness, the Beneficiary releases from professional secrecy all doctors and paramedical staff who might examine him/her both before and after the accident. Any reluctance or failure to declare a fact or circumstance limiting the benefits under this contract gives the Company the right to terminate the contract as soon as it acquires knowledge of such fact or circumstance.

The Beneficiary must fully cooperate with the Company to provide the documents required (ex. medical report) in order to evaluate the claim.

Claims Conditions

In order to receive the benefits under this travel plan, the Beneficiary must contact the appropriate Alarm Center within 48 hours of the occurrence of the event by phone or email:

In the Middle East Rest of the World:
Tel: +961 4 548 648 Tel: +420 234 622 727
Email: claims@mideast-assistance.com

If the Beneficiary is not in a position to contact the appropriate Alarm Center, 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 Beneficiary him/herself.

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

Furthermore, if the Company approves the coverage of the claim, the Beneficiary must provide the requested original documents within twelve months.

1. The damage:

- Official statement of accident issued by the police authorities
- Copy of passport and visa (where applicable)
- Complete medical file established by the doctor or the hospital visited at the place of the accident, Medical prescriptions.
- Medical and hospital bill

2. The loss of luggage:

- Copy of check reimbursed from the Airlines,
- Letter from the Airlines

3. Flight Cancellation:

- Proof of the delay or cancellation (boarding passes, letter from the Airlines, flight history).

D. Limitation of Coverage

1. Coverage shall cease automatically upon the expiration date of this contract. For unscheduled non-medical amendment in the trip itinerary, online extension of the policy is permitted up to 365 consecutive days per trip maximum. The coverage in the extended period is restricted to acute infectious diseases and traumatic accidents only.
2. The purchase of a new travel insurance policy once a trip has been undertaken is done at the beneficiary and the travel agent's discretion. The Company holds the right to reject any claim submitted under this condition.
3. Coverage under this plan is secondary, which means that the Company will not pay any cost which is recoverable from any other insurance, fund or institution, except eligible amounts that exceed the limits covered by that other insurance, fund or institution, subject to the General Conditions of this contract, and up to the limits herein set.
4. The Company shall not be held liable for the consequences of medical malpractice or inadequate or deficient treatment.
5. The Company shall not be held liable for any medical post-treatment or follow-up incurred by the incident.

E. Exoneration from Providing Benefits

The Company is released from any obligation to provide benefits in the following cases:

1. Failure by the Beneficiary to notify the Company within 48 hours of the event in any case except in emergency cases where the patient has not yet advanced any funds.
2. All files or bills treated outside a guarantee of payment or a previously written authorization from The Company, if accepted, are subject to reimbursement according to the Company's standard prices in the incident country.
3. Failure by the Beneficiary to submit to the Company all documents required for setting the case of the accident.
4. Committing by the Beneficiary of a crime or an offense, which was the cause of the accident.
5. Denial of the compulsory prior approval by the Company for the organization and financing of the assistance. Any decisions to undergo treatment, transfer to a different medical facility, or perform a necessary procedure, such as a surgery, or additional investigation, such as MRI or scanner, during an approved hospitalization must be subject to the Company's prior approval. Failure to notify the Company of such decision will result in the denial of coverage.
6. Failure by the Beneficiary to notify the Company of the existence of another insurance covering the same risks.
7. Failure by the Beneficiary to take measures which reasonably ought to have been taken to avoid the accident.
8. Failure by the Beneficiary to provide the Company with the information it needs, and to give it honest and complete answers.
9. Refusal by the Beneficiary or the person who decides for him/her to receive those benefits provided by the Company and mutually agreed upon by the Company doctors and those present at the place of the damage. Such refusal will result in the cancellation of the contract, unless the Beneficiary changes his/her mind before the expiration of the contract.
10. Any workmen's compensation or any claim related to work or labor accidents, consequence of a risk inherent to the work or under the scope of employment performed by the Beneficiary.

F. Exclusions

Expenses and damages resulting from the following events are not covered:

1. The practice of reckless undertakings or needless risk by the Beneficiary or not taking reasonable care, except in an attempt to save human life.
2. Brawl (punches during a violent dispute).
3. The practice of high-risk sports such as, but not limited to: parachuting, acrobatics, spelunking, races using mechanical appliances, high wire, ski jumping, sky flying & surfing, bungee jumping, Base jumping, hang gliding, open water swimming, scuba diving, jet skiing, kite & windsurfing, water surfing, wakeboarding, rafting & kayaking, shooting, indoor & outdoor climbing, alpinism, mountain biking, free falling, boxing, motor racing, rugby, aviation, ATV riding, mountain sickness related claims, as well as all professional competition sports. The Company shall study on a case-by-case basis the circumstances related to the practiced sport.
4. War, declared or otherwise, revolution, sabotage actions, terrorism or vandalism strikes, street barricades erected at the time of public demonstrations, and generally troubles of all kinds and measures taken for restoring order.
5. Telluric movements, floods, volcanic eruptions, or other kinds of natural phenomenon considered as natural calamity.

6. Any expenses related to abuse of consumption of alcohol, narcotics, and/or other hallucinogenic substances.
7. All damage to health brought about by ionizing rays (nuclear radiation).
8. Any loss arising from biological and/or chemical material(s), substance(s), compound(s) or the like used directly or indirectly for the purpose to harm.
9. Expenses related to depression, mental or nervous condition.
10. Suicide or attempted suicide.
11. Ablation and transplantation of organs, tissues, or cells.
12. All events and accidents associated with or resulting from pregnancy and/or breast feeding, including diagnosis, follow-up treatments, abortion, or delivery.
13. Prosthesis
 - a) Prosthesis, anatomical and orthopaedic devices (fixed or removable).
 - b) All operations related to previous prosthesis, anatomical and orthopaedic devices (fixed or removable).
14. Physiotherapy sessions unless prior approval by the Company when performed as part of an inpatient treatment related to the declared event.
15. Elective stay at a convalescent home or a revalidation center.
16. All treatments related to congenital malformations.
17. Endemic and epidemic diseases.
18. Spontaneous consultations of doctors and specialists, and all kinds of check-ups or medical investigations.
19. Treatment, hospitalization or any medical costs related to a **pre-existing medical condition** (whether known or unknown, diagnosed or not, treated or not to the Beneficiary before his/her current travel dates and possible complications thereto. Pre-existing medical conditions, and any related treatment, repatriation, evacuation or Emergency Room expenses are not covered under this plan.
20. Any subsequent admission to the hospital, related to the first one, unless considered as an emergency treatment by the Company physicians.
21. Any medical condition for which the Beneficiary didn't take the recommended treatment or prescribed medications as directed by his medical practitioner in his Country of Permanent Residence.
22. Medicines, prescribed outside the emergency coverage or the hospitalization that follows.
23. Unconventional trips.
24. In case of approval of a non-urgent hospital admission: prior any admission, authorization by the Company doctors concerning the choice of the hospital is mandatory; otherwise, the hospitalization fees are not covered by this certificate of coverage.
25. Systemic, rheumatologic, endocrine diseases as well as auto-immune, vascular and chronic diseases and allergic reactions.
26. In case of a non-typical or uncommon pathological disorder, failure to present to the Company
27. doctors a clear and definite medical and etiological diagnosis within 3 (three) days of the hospital admission.
28. Any emergency admission that does not lead to an urgent intervention within 24 to 48 hours maximum is no longer considered urgent by this contract even if it will lead later to a medical or surgical intervention.
29. Every hospitalization undertaken initially in a diagnostic search purpose.
30. Investigations, treatment, or surgery which in opinion of the medical practitioner in attendance and/or
31. the Company doctor can wait until return of the insured to country of permanent residence
32. No coverage shall be rendered in case the insured has another valid medical or insurance coverage outside his/her Country of Permanent Residence.

In addition, the Beneficiary is not covered when a trip is undertaken:

- Against medical advice.
- Following acknowledgement of a diagnosis establishing an illness in terminal phase.
- With the intention to receive medical treatment, medical investigation or follow-up treatment for a pre-existing medical condition.
- During a period of illness, major treatment, or incapacity to work.
- When a doctor has ordered an operation, which has not yet been performed.

G. Complaints

If you wish to make a formal complaint related to a claim, contact the "Company" as defined above under the Plan specifications section of this document.

H. Jurisdiction

Any dispute resulting from the execution or the interpretation of this agreement shall be settled by competent tribunal of the coverage Issuer's country.