

GENERAL POLICY CONDITIONS

The purpose of these general conditions is to define the terms and conditions of application of the travel assistance cover specified below issued by Radiant (the "**General Conditions**").

ARTICLE 1. DEFINITIONS

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

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

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

Assistance Company: the service provider appointed by the Insurer in order to provide the coverages of the Policy

Beneficiary: individuals less than 79 years old when assistance is asked for, living in the Country of Residence, who is the holder of a Policy subscribed with Insurer or designated as the insured person under a Policy.

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

Close Relative: The spouse of the Beneficiary, their children who are less than 18 years old when assistance is asked for and their immediate ascendants at first degree, living in the Country of Residence.

Country of Residence: Rwanda

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

Dollar: Currency that is legal tender in the United States of America.

East Africa: Kenya, Uganda, Tanzania, Rwanda, Burundi, Ethiopia, South Sudan, Djibouti, Eritrea, and Somalia.

Euro: Currency that is legal tender in the European Union.

Home: the place where the Beneficiary lives permanently, especially as a member of a family or household.

Hospitalization: any unexpected stay of at least twenty-four (24) consecutive hours in a public or private establishment when the purpose of that stay is medical or surgical treatment following an Accident or Illness. The stay is considered unforeseen when it has not been scheduled more than five (5) days prior to the hospitalization.

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

Insurer: **RADIANT INSURANCE COMPANY LTD**, a company registered in Rwanda under company registration number 102781991 whose registered office is situate at KN2 AV. Chic building Kigali, Rwanda

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

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

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

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

Policy: Travel cover insurance policy, currently valid, issued by the Insurer.

Schengen Area: Austria, Belgium, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and Switzerland.

ARTICLE 2. CONDITIONS FOR APPLICATION OF THE COVERAGES

2.1. VALIDITY OF THE COVERAGES

Travel assistance coverages are valid outside of Rwanda for the period of validity of the Policy; they only apply from the first (1st) day of travel Abroad to the ninetieth (90th) consecutive travel day, even if the Policy was subscribed for a longer period.

For One-way trips, Cancellation cover begins from the issue date shown on your travel policy and ends at the beginning of your Trip. All cover ends 24 hours after your arrival in the destination country

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

2.2. TERRITORY

Covers are granted outside of Rwanda for Beneficiaries holding a Policy in the geographical areas defined in Appendix No. 1 ("Benefits Schedule").

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BENEFITS	BASIC PLAN	ENHANCED PLAN
	WORLDWIDE	WORLDWIDE
Emergency medical expenses whilst overseas (including infectious disease)	\$50,000	\$250,000
Emergency dental expenses due to accident	Up to \$250	Up to \$500
Emergency medical evacuation & repatriation (including infectious disease)	Included in Medical limit	Included in Medical limit
Travel ticket for a close relative	-	1 return ticket economy class
Return home of a beneficiary who is under 15 years old	-	1 return ticket economy class
Follow-up medical expenses in Rwanda	-	\$2,500
Repatriation of body / mortal remains back to Rwanda (including infectious disease)	Up to \$7,500	Up to \$15,000
Extension of stay of the beneficiary in case of recovery	-	\$150 per day, up to 15 days
Trip cancellation (including infectious disease)	\$1,000	\$3,000
Trip curtailment (including infectious disease)	\$1,000	\$3,000
Compensation in the event of flight delay	\$150 per 3 hours, up to \$300	\$150 per 3 hours, up to \$600
Compensation if delay in delivering of luggage	\$50 per hour, up to \$250	\$50 per hour, up to \$500
Additional compensation in the event of loss of luggage (by airline)	Up to \$1,000, up to \$100 per item	Up to \$1,500, up to \$100 per item
Missed departure and missed connection	-	Up to \$500
Compensation in case of passport theft or loss	-	\$500 Excess \$50
Personal liability	-	Up to \$15,000

ASSISTANCE SERVICES

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

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

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

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

Chapter 1 – MEDICAL ASSISTANCE

ARTICLE 3. GUARANTEE OF URGENT MEDICINES AND HOSPITALIZATION ABROAD

In the event of Accident or Illness during the trip, the Assistance Company shall pay directly to the concerned hospital urgent medicines costs incurred by the Beneficiary because of a medical prescription.

The Assistance Company shall bear urgent medicines costs up to the maximum amount as specified in the Schedule.

The implementation of this cover is subject to the prior approval of the Assistance Company.

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

Specific exclusions:

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

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

ARTICLE 4. MEDICAL TRANSPORTATION/TRANSFER

4.1. Medical assistance

In case of Accident or Illness, the Medical Team, as soon as it is informed:

- take attach with the usual physician and the physician who dealt with first cares and/or the Medical Authority who is taking care of the person for the operation;

- decide the best decisions to be taken with regards to the medical state of the Beneficiary.

Decisions of the Medical Team may lead to the implementation of various covers below. The unjustified refusal of those decisions by the Beneficiary may lead to the withdrawal of the cover.

4.2. Sending Abroad of a physician near the Beneficiary

Depending on the circumstances, the Medical Team may decide to send a physician near the Beneficiary in order to decide whether an eventual repatriation is necessary and to deal with it.

The Assistance Company shall bear the costs of transportation and examination of the concerned assigned physician.

4.3. Medical transportation

The Assistance Company shall deal with and bear the cost concerning the medical transportation of the Beneficiary depending on his/her medical state:

- in a hospital with better services to deal with the medical state of the Beneficiary;
- in a hospital nearest to his/her Home;
- up to his/her Home.

In the event of transportation to a hospital, the Assistance Company shall deal with the reservation of a bed in the chosen hospital.

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

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

4.4. Common provisions:

- 1) Transportation is carried out by ambulance, train or regular service airline. If transportation is medically impossible by airline, or by any other means decided on by the Medical Team, an air ambulance is provided.

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

- 2) If the ticket held by the Beneficiary cannot be used for the Medical Transfer managed by the Assistance Company, the Beneficiary shall relieve this non-used ticket to the Assistance Company or reverse any refund obtained from the carrier.
- 3) The Assistance Company shall find a bed in an appropriate medical facility according to its Medical Team recommendation or agreement.
- 4) In all cases, the final decision regarding transportation, place of hospitalisation, date, need for the Beneficiary to be accompanied and methods used shall be taken exclusively by the Medical Team. **Should the Beneficiary refuse the decision of the Medical Team, he/she will be no more entitled to claim for any coverages nor any refund under this Policy.**

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- 5) In all cases, the Assistance Company reserves the right to engage a competent Medical Authority who shall require unencumbered access to the Beneficiary's medical file and to examine the Beneficiary himself/herself in order to assess the appropriateness of Medical Transportation.
- 6) In all cases the Beneficiary's luggage – excluding essential personal effects – shall remain the responsibility of the Beneficiary or of a Close Relative.

ARTICLE 5. GUARANTEE OF URGENT DENTAL FEES ABROAD

The Assistance Company guarantees the payment of urgent dental fees due to an accident up to the maximum amount as specified in the Benefits Schedule.

The implementation of this cover is subject to the prior approval of the Assistance Company.

In addition to the General Exclusions are not covered fillings and false teeth.

ARTICLE 6. FOLLOW UP TREATMENT IN COUNTRY OF RESIDENCE

If a Beneficiary incurs follow up Treatment in the country residence for an Illness or Accident; or optical or dental condition arising from Accident; which was first treated outside his Country of Residence, the Assistance Company will pay the Beneficiary for those expenses provided such Medical Expenses are incurred within 30 days of his return to the Point of Departure and provided such expenses are not recoverable by or on his behalf from any other source.

ARTICLE 7. REPATRIATION OF THE BODY IN THE EVENT OF DEATH ABROAD

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

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

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

In addition to the General Exclusions, are not covered the funeral, ceremony, local funeral procession, burial or incineration expenses.

The Assistance Company alone is responsible for choosing the companies to be involved in the repatriation process.

ARTICLE 8. RETURN HOME OF A BENEFICIARY WHO IS UNDER 15 YEARS OLD

In the event of Accident or Illness or death of the Beneficiary and in the absence *in situ* of a Close Relative of legal age, the Assistance Company shall arrange for the return Home of his/her children who are less than fifteen (15) years old, traveling with him/her and who are also Beneficiaries.

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These children are accompanied either by a relation duly designated and authorised by the Beneficiary or one or his/her legal successors, or, failing that, a qualified staff member provided by the Assistance Company.

The Assistance Company arranges and pays for the economy class return airline ticket of that accompanying person, their on-site hotel expenses (bed and breakfast only) and the fees and, if necessary, travel expenses of the qualified staff member, up to the maximum amount as specified in the Benefits Schedule.

A one-way ticket for the children is also paid for provided that the tickets or means initially scheduled for their return cannot be used or modified.

If the ticket held by the children cannot be used for return home in the Country of Residence, the Beneficiary shall relieve this non-used ticket to the Assistance Company or reverse any refund obtained from the carrier.

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

ARTICLE 9. TRAVEL TICKET FOR A CLOSE RELATIVE

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

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

ARTICLE 10. EXTENSION OF STAY OF THE BENEFICIARY IN CASE OF RECOVERY

Following an Accident or Illness requiring the intervention of the Medical Team, if the Beneficiary cannot return on the initially scheduled date and if he/she does not need Hospitalisation or medical repatriation in accordance with Article 4. , the Assistance Company pays for their extended stay expenses at the hotel and also one (1) of the Close Relative accompanying him/her during their trip provided that he/she stays with him/her in the same room (spouses and children) or hotel.

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

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

Any other temporary accommodation solution cannot result in any compensation.

Chapter 2 : TRANSPORT ASSISTANCE

ARTICLE 11. CANCELLATION OR CURTAILMENT

11.1. What is covered

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

- The death, body injury, illness or complication of pregnancy of:
 - o the Beneficiary, or any person with whom he/she is travelling or has arranged to travel with, or any person with whom he/she has arranged to reside temporarily,
 - o a Beneficiary's Close relative,
 - o the Beneficiary's business associate.

CANCELLATION PART

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

- o the Beneficiary falls ill at Home with an infectious disease and cannot travel;
 - o the Beneficiary or a Close Relative has to self-isolate at Home because of an infectious disease and cannot travel Abroad (subject to medical certification);
 - o the Beneficiary has been denied boarding at airport due to detected symptoms of an infectious disease.
- The destination the Beneficiary is travelling is subject to travel restrictions by Ministry of foreign affairs, or denial of entry by the local authorities, or is required to quarantine upon arrival (or upon return Home), providing the advice came into force after the Beneficiary purchased the Policy or booked the trip (whichever is the later) and was within 21 days of the departure date

CURTAILMENT PART

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

jury service attendance or being called as a witness at a Court of Law of the Beneficiary or any person with whom he/she is travelling or has arranged to travel with;

redundancy which qualifies for payment under the current redundancy payment legislation in the Country of Residence and at the time of booking the trip there was no reason to believe anyone would be made redundant of the Beneficiary or any person with whom he/she is travelling or has arranged to travel with.

the withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such cancellation or curtailment could not reasonably have been expected at the time of receiving these benefits or booking the trip (whichever is the later).

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

Specific conditions

The Beneficiary must obtain a medical certificate from his/her treating medical practitioner and prior approval of the Assistance Company to confirm the necessity to return Home prior to curtailment of the trip due to death, body injury or illness.

If the Beneficiary delays or fails to notify the travel agent, tour operator or provider of transport/accommodation, at the time it is found necessary to cancel the trip, the Assistance Company's liability shall be restricted to the cancellation charges that would have applied had failure or delay occurred, If the Beneficiary cancels the trip due to body injury or illness, he/she must provide a medical certificate from the medical practitioner treating the injured person, stating that this necessarily and reasonable prevented him/her from travelling,

In the case of curtailment, claims will be calculated from the day the Beneficiary returned to his/her Country of Residence or the day he/she was admitted to hospital or confined to his/her accommodation, and bases on the number of complete days of his/her trip he/she has not used or which he/she was hospitalized, quarantined or confined to his/her accommodation.

11.2. Specific exclusions

In addition to the General Exclusions are not covered:

- **pre-existing medical conditions predating the first subscription of the Policy and having given rise to a consultation, hospitalisation or other medical treatment within the six (6) months prior to the request for assistance;**
- **the excess specified in the Benefits Schedule applied per claim and per Beneficiary;**
- **the cost of recoverable airport charges and levies;**
- **any claim arising directly or indirectly from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date these benefits became effective or the time of booking any trip (whichever is the earlier);**
- **any claim arising directly or indirectly from circumstances known by the Beneficiary before he purchased the Policy or the time of booking any trip (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or curtailment of the trip;**
- **travel tickets paid for using any airline mileage reward scheme, for example Air Miles or any card bonus point schemes;**
- **accommodation costs paid for using any timeshare, Holiday Property Bond or other holiday points scheme;**
- **normal pregnancy from the 26th week;**
- **failure to obtain the required passport or visa;**
- **any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the accommodation, their booking agents, travel agent or other compensation scheme;**
- **any unused or additional costs incurred by the Beneficiary which are recoverable from the providers of the transportation, their booking agents, travel agent, compensation scheme or financial protection scheme (such as but not limited to Air Travel Organisers' Licensing);**

- any unused or additional costs incurred by the Beneficiary which are recoverable from the Beneficiary's credit or debit card provider or Paypal;
- any Claim arising from a reason not listed in the 'What is covered' section
- any Claim where the Beneficiary cannot travel or chooses not to travel because of Government or regulatory authority restrictions or advices relating to a pandemic declared by the World Health Organisation;
- any Claim due to a Regional Quarantine.

ARTICLE 12. INDEMNITIES IN THE EVENT OF DELAY IN DELIVERY OF LUGGAGE

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

The amount of the indemnification as shown in the Benefits Schedule is, on an all-inclusive basis, for all luggage properly checked-in where delivery is more than twelve¹ (12) hours after the arrival of the Beneficiary's flight.

If the delivery of the luggage is more than twelve (12) hours, the Assistance Company shall reimburse the essential items (toilet articles and/or essential clothes) paid by the Beneficiary up to the amount as specified in the Schedule.

Obligations of the beneficiary in the event of a claim:

The Beneficiary must notify the Assistance Company by telephone on the same day as the event. Any claim must be accompanied by the certification from the airline company describing the event.

ARTICLE 13. ADDITIONAL INDEMNITIES IN THE EVENT OF LOSS OF LUGGAGE AND PERSONAL EFFECTS

The Assistance Company warrants the loss of luggage and personal effects duly registered with an I.A.T.A. affiliated airline company, within the limits mentioned in the Benefits Schedule.

13.1. Specific conditions:

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

13.2. Specific exclusions:

In addition to the General Exclusions specified below, are not covered:

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

ARTICLE 14. INDEMNITIES IN THE EVENT OF FLIGHT DELAY

14.1. Purpose of the guarantee

The Assistance Company warrants to indemnify the Beneficiary for unforeseen expenses he/she had to incur due to a flight delay of more than twelve (12) hours from the departure or arrival time given to its title transport.

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

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

Any indemnity shall be granted only in the following circumstances:

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

In case of dispute, the site www.oag.com is considered as the reference website to determine the flights time and of connecting flights.

14.2. Amount of the indemnity

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

14.3. Specific conditions

Statement of delay shall disclose the following information:

- Surname and last name of the Beneficiary
- Number of the Policy
- Number of the general terms of the Policy
- Name of the travel agency
- Date of departure and arrival of the trip
- Cause of the delay

The Beneficiary or their assignees shall then communicate to the Assistance Company, directly or through his/her travel agency, the following documents:

- statement of the airline company mentioning the cause of the delay, the number of the flight, initial scheduled arrival time and actual arrival time
- copy of the travel ticket
- copy of the boarding pass
- notice of compensation granted by the concerned airline
- the original invoices of expenses incurred because of the delay.

The benefit of this guarantee cannot be combined with the guarantee described in Article 12. "Indemnities in the event of delay in delivering luggage".

14.4. Specific exclusions

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

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

- **Any delay on non-regular airline company (e.g., charter company);**
- **Any delay or late arrival due to a temporary or permanent withdrawal of an aircraft, which has been ordered by the airport authorities or by the civil aviation authorities or by a similar body and/or has been announced prior to the departure day of the trip of the Beneficiary;**
- **If a similar means of transport has been made available to the Beneficiary within four (4) hours of the original departure time (or arrival in the case of a connecting flight) of the scheduled flight on which the reservation was recorded.**

ARTICLE 15. MISSED CONNECTION / MISSED DEPARTURE

15.1. Missed departure

If you arrive at the airport, port or rail terminal too late to commence your international trip as a result of:

- the failure of other scheduled public transport; or
- an accident to or breakdown of the vehicle in which you are travelling or a major event causing serious delay on the roads on which you are travelling;
- unexpected adverse weather

We will reimburse you up to the amount shown in the Policy Summary per trip for all insured persons travelling together, for additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination or connecting flights outside the country of residence.

Claims are strictly calculated from the time of your scheduled departure to the time of your actual departure.

15.2. Missed connection

If you arrive at the airport, port or rail terminal too late to commence your international trip as a result of delay of a connecting flight to your international departure point when the connecting time between flights is more than 12 hours and no less than 2 hours (a longer connecting time must be allowed for if flight reservation systems require longer periods for connections), we will reimburse you up to the amount shown in the Policy Summary per trip for all insured persons travelling together, for additional accommodation (room only)

In addition to the general exclusions, are not covered:

1. **Claims where you have not allowed sufficient time (i.e., a reasonable period of time as allowed on a recognized itinerary/route map for the journey based on the method of transport to arrive in time for check-in) for the scheduled public transport or other transport to arrive on schedule and to deliver you to the departure point.**
2. **Claims where you have not provided a written report from the carrier confirming the length and reason for the delay.**

3. Costs in excess of the original provider's alternative arrangements for expenses incurred where you take alternative transportation.
4. All amounts in excess of any compensation provided by the carrier.
5. Claims where you have not retained and provided original receipts for costs above 6\$.
6. Breakdown of any vehicle in which you are travelling if the vehicle is owned by you and has not been serviced properly and maintained in accordance with the manufacturer's instructions.
7. Claims where you have not obtained a written report from the police or emergency service, or a repairers report and/or receipt within 7 days of you returning home if the vehicle you are travelling in breaks down or is involved in an accident.
8. Withdrawal from service (temporary or otherwise) of public transport on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
9. Any claims for missed departure or missed connection under this section if you have claimed under Cancellation and Curtailment or under Delayed Departure.
10. Any expenses when reasonable alternative travel arrangements have been made available by the public transport operator within 24 hours of the actual departure time or actual connecting flight time.
11. Privately chartered flights.
12. Strike or industrial action which had commenced or for which the start date had been announced before you made your travel arrangements for your trip, and/or you purchased the policy.
13. Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements within 24 hours of the scheduled departure time or within 24 hours of an actual connecting flight arrival time.
14. Denied boarding due to your drug or alcohol abuse or your inability to provide a valid passport, visa or other documentation required by the public transport operator.

ARTICLE 16. INDEMNITY IN THE EVENT OF THEFT OR LOSS OF PASSPORT

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

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

Cost of repairs and tax stamps shall be reimbursed with the following documentary proofs: - statement of theft or loss issued by relevant local authorities, and – original invoice of the tax stamp.

Chapter 3 : OTHER COVERAGES

ARTICLE 17. CIVIL LIABILITY ABROAD

17.1. Personal Civil Liability cover

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

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

If in the court procedures brought against the Beneficiary there should be a conviction, the Company will decide whether it is appropriate to appeal to the competent higher Court; if it does not deem the appeal appropriate, it will inform the Beneficiary thereof, and the latter will be free to lodge it on its own exclusive account. In this latter event, if the appeal lodged were to give rise to a sentence favorable to the interests of the Company, it will be obliged to meet the cost of the expenses arising from such appeal.

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

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

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

17.2. Recoveries

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

17.3. Specific exclusions to Personal Liability cover

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

- **Damage which has its origin in the breach of or voluntary failure to observe positive legal rules or of those governing the activities object of the insurance**
- **Damage to goods or animals that are in the possession of the Beneficiary, or the person for whom the latter is answerable, for his/her own use, or that have been entrusted or rented out to him/her to use, look after, transport, use for working purposes or operate.**
- **Damage caused by the contamination of the ground, waters or the atmosphere, unless the cause thereof should be accidental, sudden and unforeseen or not anticipated by the Beneficiary.**
- **Damage caused by risks that should be object of compulsory insurance cover.**

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- **Damage arising from the use and running of motor vehicles, and of the elements towed or incorporated therein.**
- **The contractual obligations of the Beneficiary.**
- **Damage caused to ships, aircraft or any device destined for navigation or water or air support, or caused by them.**
- **Damage caused by the transport, storage and handling of corrosive, toxic, inflammable and explosive substances and gases.**
- **The payment of penalties and fines, as well as the consequences of failure to pay them and the furnishing of court bonds to guarantee the criminal results of the procedure.**
- **Liability arising from labor accidents sustained by the personnel in the service of the Beneficiary.**
- **Damage caused by products, completed works and services rendered, after they have been delivered to clients or after they have been rendered.**
- **Damage caused to movable or immovable property which, for their use or enjoyment, handling, transformation, repair, safe-keeping, deposit or transport, have been entrusted, assigned or rented to the Beneficiary, or which are in his/her possession or sphere of control.**
- **Financial losses that are not the consequence of a material damage covered by the policy, as well as the financial losses that are the consequence of a bodily harm or material damage not covered by the policy.**
- **Damaged caused by engaging in Risk and Winter sports specified in the list 20.2 and 20.3 which is marked with an asterisk “*”.**
- **Injury to employees of the Beneficiary.**
- **Liability arising out of:**
 - **Any willful act or misconduct;**
 - **The carrying on of any trade profession or business.**
- **Liability to members of the Beneficiary’s family or any employee.**
- **Liability for which indemnity is provided to the Beneficiary under any other insurance.**

Chapter 4 : GENERAL CONDITIONS FOR APPLICATION

ARTICLE 18. OBLIGATIONS OF THE BENEFICIARY

As soon as a covered event occurs and before taking any initiative or incurring any expense, the Beneficiary or any person acting on his behalf should contact the Assistance alarm center, which is operational 24/7, within five (5) days of knowledge of the event.

He must provide the following information:

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

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

The Assistance alarm center can be reached:

By phone: +34 9 32 20 79 26

ARTICLE 19. IMPLEMENTATION OF COVERAGES

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

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

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

The Assistance Company reserves the right, if need be, to request additional documents to the Beneficiary.

Chapter 5 : GENERAL EXCLUSIONS

ARTICLE 20. GENERAL EXCLUSIONS

In addition to the exclusions specified under the terms of the Policy, all consequences of and/or events resulting from the following are also excluded:

- circumstances provoked intentionally by the Beneficiary;
- foreign or civil war whether declared or not, riot and popular uprising, act of terrorism or sabotage;
- involvement in fights, except in case of self-defence, and in bets, dares, duels or crimes;
- the professional practice of any sport and the amateur practice of any aerial, self-defence or combat sport;
- participation in endurance or speed competitions or events and trials in preparation therefore on any form of land, water or air locomotive means;
- failure to respect the recognised safety rules for the practice of any sporting or other leisure activity;
- the consequence of practising the following sports or activities: mountaineering requiring or not the use of equipment, trekking, rock climbing, bobsleigh, skeleton, potholing, parachuting, acrobatic ski jumping, undersea diving involving the use or not of autonomous equipment, aerial sports such as gliding, hang-gliding, flying wing (motorised and non-motorised) and all similar machines (notably micro-lights and ULM), flying air navigation craft, air navigation control device, aerial sports ;
- official bans, injunctions and restrictions imposed by the forces of law and order;
- epidemics or pandemics declared by the World Health Organisation and their consequences;
- effects of pollution, natural disasters and their consequences;
- any intervention initiated and/or organised at government or intergovernmental level by any governmental or non-governmental authority or organisation.
- benign affections or lesions which can be treated on the spot;
- non-urgent affections which do not require immediate medical care;
- pre-existing illness predating the first subscription of the Policy and having given rise to a consultation, hospitalisation or other medical treatment within the 6 months prior to the request for assistance;
- convalescence;
- affections under treatment at the first subscription of the Policy and not yet stabilised and/or requiring subsequent scheduled treatment and possible follow-up measures (examination, additional treatment, foreseeable and recurrent complications);
- surgical treatments and interventions of an aesthetic nature not resulting from an Accident.
- voluntary interruptions of pregnancy, amniocenteses;
- any Claim resulting from the Beneficiary using any drug not prescribed by a Medical Authority, being addicted to, abusing or being under the influence of drugs;
- the consequences of the alcohol abuse (blood-alcohol level greater than that set by the regulations in force in the country of location, deficiency syndromes as well as any pathology directly resulting from alcohol abuse);
- the consequences of the failure or inability to obtain vaccination or treatment required or made compulsory by a trip or travel or the repercussions of such vaccination or treatment;
- repetitive transportation required because of the Beneficiary's follow up examinations, out-patient care sessions;
- any cost or expense covered by another insurance policy;
- cost or expense incurred without the prior agreement of the Assistance Company.
- the medical expenses relating to check-ups, medical examinations, scheduled or preventative screenings;
- any Claim resulting from assisted suicide/Euthanasia.
- any virtual currency including but not limited to crypto-currency, including fluctuations in value.

ARTICLE 21. EXCEPTIONAL CIRCUMSTANCES

The Assistance Company's commitment is based on an obligation of means (*obligation de moyens*) and not one of results (*obligation de résultat*).

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

Chapter 6 : GENERAL PROVISIONS

ARTICLE 22. LIFE OR DEATH SITUATION

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

ARTICLE 23. MAXIMUM INSURER'S COMMITMENT (MAXIMUM LIMIT)

It is agreed that if the policy is taken out in favour of one or several insureds, who are subject to the same insured accident caused by a same event at the same time and if the aggregate benefits exceed €20,000,000, the insurer's commitments shall in any event be capped at this amount with respect to the total amount of benefits paid to insureds who are subject to the same accident, the benefits being reduced and paid on a proportional basis with respect to the number of insureds

ARTICLE 24. PRESCRIPTION

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

ARTICLE 25. APPLICABLE LAW AND JURISDICTION

The General Conditions are governed by the law of the Country of Residence.

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

ARTICLE 26. SANCTIONS

The Assistance Company and the Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The Assistance Company is subject to anti-money laundering and counter-terrorist financing provisions. The Assistance Company will not provide services to individuals or entities subject to assets freeze measures.

The Policyholder and/or the Beneficiary allow the Insurer to apply any appropriate measure to fight against money laundering and terrorist financing, as defined by the Financial Action Task Force (FATF) recommendations.

ARTICLE 27. DATA PROTECTION

The Beneficiary acknowledges and agrees that the Assistance Company:

- is committed to protect his personal data in accordance with applicable laws and regulations;
- is acting as data controller in respect of the personal data that the the Beneficiary process under this Policy;
- has implemented and will maintain within its organization policies and technical security measures preventing any breaches (e.g of confidentiality) by its officers, representatives, employees or any other third party acting on its behalf in determining what are appropriate technical security measures, account

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- shall be taken of risks presented by accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed;
- has fulfilled legal requirements relative to the transfer of such personal data; and
 - may record telephone calls between Beneficiaries and the Assistance Company for quality control purposes.

The Beneficiary consents to transfer his personal data Abroad, in order for the Assistance Company to fulfil its contractual commitments with the Insurer, including but not limited to administration, risk management and performance of the Policy.

ARTICLE 28. DUAL LIABILITY

If at the time of any incident which results in a Claim under this Policy, there is another insurance covering the same loss, damage, expense or liability, the Insurer will not pay more than its proportional share.

ARTICLE 29. COMPLAINTS PROCEDURE

STEP 1:

Seek resolution by the Department dealing with your query/claim

STEP 2:

If you are disappointed with any aspect of our products/services, please write or contact the Complaints Coordinator with full details including the Policy and/or claim number at the following e-mail address info@radiant.rw. You can also bring the letter to the main office of Radiant:

**RADIANT INSURANCE COMPANY LTD,
KN2 AV. Chic building Kigali, Rwanda**

Your claim will be redirected to the internal committee in charge of the customer's complains.

STEP 3

If you remain unhappy with the outcome, you may ask help to the justice department in charge of the customers protection via the following web site

<https://www.bnr.rw/laws-and-regulations/financial-consumer-protection/laws-and-regulations/>