



**OVERSEAS TRAVEL BAGGAGE DELAY  
FOR AMADEUS AIR TICKET TRAVELERS POLICY WORDING**

**SECTION A**

The coverage described in the Policy is provided and underwritten by AIG Egypt Insurance Company (hereinafter referred to as “We, Our or Us”).

This document together with the Policy Schedule and any endorsements that accompany it set out the Policy between the Policyholder and Us and should be read as one document. The Policyholder agrees to declare to Us all Insured Persons to be covered under the Policy and to pay Premiums as stated in the Policy Schedule including but not limited to any minimum and deposit Premium.

We have relied on the information provided by the Policyholder. For the Policy to be valid, all the information provided by the Policyholder must be true and complete. If there are any changes in circumstances which may affect the Policy, the Policyholder must advise the intermediary who arranged for this Policy or Us, as soon as is reasonably possible.

This Policy is only valid if issued with a Policy Schedule. The Policy Schedule will indicate the benefits purchased. Various provisions in the Policy restrict or exclude cover. The Policyholder must read the entire Policy carefully to determine the Insured Persons’ rights and duties, and what is and is not covered. We have no duty to provide cover unless there has been full compliance with all sections of the Policy.

This Policy will only be in force if the Policy Schedule is signed by a person We have authorized.

## **SECTION B : BENEFITS**

### **BAGGAGE DELAY (Common Carrier)**

We will pay You an amount stated in the Policy Schedule, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than four (4) hours from the time You arrive at the destination stated on Your ticket.

Coverage apply only for tickets booked and issued on Amadeus Egypt System, upon arrival to worldwide destinations

You must be a ticketed passenger on a Common Carrier. Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection.

#### **Definition:**

**Checked Baggage** - means a piece of baggage which was checked in and in the custody of a Common Carrier and for which a claim check has been issued to You by a Common Carrier.

#### **Exclusion:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any Baggage Delay incurred in the way back to Egypt.

## **SECTION C: GENERAL EXCLUSIONS**

This entire Policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

1. any loss arising out of War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
2. any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

3. any loss arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Act of Terrorism; or

4. This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from travel in, to, or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria.

5. This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

6. The insurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any law or regulation concerning sanctions which would expose the insurer, its parent company or its ultimate controlling entity to any penalty under such applicable law.

## **SECTION D: UNIFORM PROVISIONS**

**1. ENTIRE CONTRACT - CHANGES:** This Policy, together with the Proposal and Declaration Form (if any), as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance.

No change in this Policy shall be valid until approved by Our authorized officer and such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy.

### **2. EFFECTIVE DATE:**

Your Policy will start on the latest of the Effective Date specified on the Policy Schedule, or the commencement of a Trip and the total premium has been paid.

**3. RENEWAL CONDITIONS:** This Policy will terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in the Policy Schedule, whichever is earlier.

This Insurance may be renewed with our consent by the payment in advance of the total premium specified by us, which premium shall be at our premium rate in force at the time of renewal. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

However We may cancel this Policy at any time by giving you a 30 Days notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective.

In the event of cancellation, We will return promptly the pro-rata unearned portion of any premium You have actually paid. Such cancellation shall be without prejudice to any claim originating prior thereto. If you cancel the Policy, the earned premium shall be computed in accordance with Our short rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation in which case the whole premium shall be fully earned and no return of premium will be made.

**4. TERRITORY:** This Policy applies to incidents anywhere in the world outside Egypt unless limited by Us.

**5.CONTRIBUTION:** If at the time of a claim there is another insurance Policy or other contract in Your or the Insured Person's name which covers the Insured Person for the same expense or loss, We will only pay Our proportionate share of the loss. Our Proportionate share will be calculated by determining the percentage Our Policy maximum bears to the total amount of insurance in force as to the loss. This does not apply to, Accidental Death and Dismemberment, and Permanent Total Disability which We will pay in full if available under this Policy.

**6. CONCEALMENT OR FRAUD:** The entire Policy will be void if, whether before or after a loss, You have, related to this insurance,

(a) Intentionally or recklessly or otherwise concealed or misrepresented or not disclosed, what we consider to be any material fact or circumstance;

(b) Engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or

(c) Made false statements.

**7. NOTICE OF CLAIM/LOSS:** It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event no later than 30 Days after an actual or potential loss begins. If Your property covered under this Policy is lost or damaged, You must:

- (a) notify us as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
- (d) notify the police or other appropriate authority in the case of robbery or theft within 24 hours.

**8. CLAIM FORMS:** We, upon receipt of a notice of claim, will furnish you with such forms as we may require for filing proofs of loss.

Claims Dept. – Travel Insurance  
Tel. ++ 202 3308 2152  
Customer Services Dept.  
Tel. + 202 19659

**9. TIME FOR FILING CLAIM FORMS AND EVIDENCE:** Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred.

- a. You shall obtain and furnish Us with all original bills, receipts and any other documentation upon which a claim is based at your cost and shall also give Us in a timely fashion such additional documentation, information and assistance as We may require in dealing with the claim.

**10. TIME OF PAYMENT OF CLAIM:** Benefits payable under this Policy will be paid within a reasonable time upon receipt of due written evidence of such loss and any other documentation, information and assistance that We may request You pursuant to Uniform Provision 9 above. Subject to due written evidence of loss all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

**11. PAYMENT OF CLAIM:** All claims under this Policy that are payable to the You shall be paid in Europe Euros currency

**12. COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

**13. LIMITATIONS:** If an Insured Person incurs a covered Accident or an Injury, for which benefits are payable under the same Policy issued by Us, the maximum amount payable under all such Policies combined will not exceed the amount payable under the Policy which pays the largest benefit. If benefits are determined on a daily or weekly basis, 'the largest benefit' as used herein will mean the largest Daily/ weekly Benefit.

**14. REASONABLE CARE AND ASSISTANCE:** You and each Insured Person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage. You and they must also make every effort to get back any property which has been lost. In addition, You and each Insured Person must assist Us in any manner We may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.

**15. SUBROGATION:** In the event of any payment under this Policy, We shall be subrogated to all Your rights of recovery thereof against any person or organization and You shall execute and deliver instruments and papers to Us and do whatever else is necessary to secure such rights and provide whatever assistance We might reasonably require of You in the pursuance of Our subrogation rights. You shall take no action after the loss to prejudice such rights.

**16. Choice of Law:** This Policy will be governed by the law of the Arabic Republic of Egypt. Any disputes will be dealt with by the Egyptian courts.

**17- Any questions?**

If the Insured Person has any doubts about the cover We provide or would like more information, please

contact Us at:

Phone:

- +202 3308 2116
- + 202 3308 2117

Cell:

- +20122 9904333
- + 20122 3135879

**SECTION E: GENERAL DEFINITIONS**

We use certain words in this Policy and Policy Schedule, which have a specific meaning and are shown under the heading of General Definitions in the Policy. They have this meaning wherever they appear in the Policy or Policy Schedule and are shown with an initial capital letter. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice-versa in both cases.

**Act of Terrorism** – An act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

**Age** -means the Age of the Insured Person on his / her most recent birthday as per the English calendar, regardless of the actual time of birth.

**Common Carrier** -means any civilian land or water conveyance or Scheduled Aircraft in each case operated under a valid license for the transportation of passengers for hire.

**Day** - means a period of 24 consecutive hours.

**Insured Journey**- means any journey undertaken during the Trip which commences when the passenger boards the aircraft for onward overseas journey and terminates when he disembarks on return to Egypt or the Expiration date whichever is earlier.

**Insured Period(s)** - means with respect to the Policy, the period commencing with the Effective Date

of the Policy and terminating with the Expiration Date of the Policy as stated in the Policy Schedule and any subsequent period for which the Policy may be renewed.

**Insured Person** -means the Insured Person who resides permanently in Egypt.

**Policy** - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, papers or riders.

**Policyholder** - means the legal entity and signatory of this document to whom the Policy is issued and as listed in the Policy Schedule which is Amadeus Egypt.

**Policy Period** - means the time from the Policy Effective Date to the Policy Expiry Date as defined in the Policy Schedule.

**Policy Schedule** - means the document which gives details such as, but not limited to, Policyholder name, benefits selected, Premiums, coverage limits, enclosed covers, extensions, exclusions and conditions.

**Proposal and Declaration Form** - means the basis of this Policy and is deemed to be attached and which forms a part of this Policy.

**Scheduled Airline** -means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

**War** - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We, Us, Our** - means AIG Egypt Insurance Co..

**You/Your/Yourself** - means the Insured Person(s) who is named in the Policy Schedule.

## **SECTION F: SCOPE OF COVERAGE**

### **COMMON CARRIER**

We will pay the Principal Sum shown in the Policy Schedule or the Schedule of Benefits if Injury to You results in loss of life while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any Common Carrier provided that, this Hazard shall not apply while You are riding in or on, or boarding or alighting from, any civilian aircraft that does not hold current a valid Airworthiness Certificate and is piloted by a person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft.

The term "Airworthiness" certificate used in this Hazard shall mean the standard Airworthiness Certificate issued by the aviation agency or the governmental authority having jurisdiction over civil aviation in the country of its registry.