



ILA EVACUATION & REPATRIATION INSURANCE PROGRAM GENERAL CONDITIONS

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Welcome

Thank you for subscribing to **ILA**, the Evacuation & Repatriation Insurance Program for the Lebanese Expatriates in Africa.

ILA E&R Insurance Program was especially created to cater for the insurance needs of the Lebanese Expatriates in Africa.

While this Program was initially created for the Lebanese Expatriates in Africa, it can also be subscribed by Expatriates from other Nationalities in Africa.

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Glossary

Words, terms and expressions used in this Policy and printed in *italic* shall have the meanings set forth herein below:

Accepted Census List

A list part of the Special Conditions Schedule that shows the insured person(s) under the Insurance Policy.

Accident

The bodily injury suffered during the term of this Insurance, which derives from a violent, sudden, external cause and one that is not intended by the *Insured Person*. The following will also be construed to be *accidents*:

- a- Asphyxia or injuries as a consequence of gases or vapors, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.
- b- Infections resulting from an *accident* covered by the Insurance.
- c- Injuries that are a consequence of surgical operations or medical treatments resulting from an *accident* covered by the Insurance.
- d- The injuries sustained as a result of self-defense when the proof is submitted showing that it was a self defense case.

Actual Country of Residence (ACR)

The country where the *Insured Persons* actually lives and/or works and in which this Insurance is applicable, and that is mentioned in the Special Conditions Schedule or the Accepted Census List.

It is the country from which the evacuation is carried out and to which he/she will be repatriated as soon as his/her health permits.

Assistance Company

Inter Partner Assistance (IPA), the company mandated by the Insurance Company for the purpose of supplying the covers and services under this Insurance, directly or by means of its network, or any other service company like Inter Partner Assistance.

Beneficiary(ies)

Person or *Persons* for whom the *Insured* recognises the right to receive the corresponding amount of compensation as outlined in this contract. Should no one have been specified, the compensation will form part of the *Insured's* estate.

Bodily Injury

Bodily injuries or death, caused to the *Insured Persons*.

Claim

Any event whose consequences are totally or partially covered by the benefits of this Insurance. The collection of damages arising out of one event constitutes one claim.

Close Relatives

For the purpose of this Insurance, spouse, parents, children under [18] years old, grandparents, grandchildren, siblings, mother and father in law and brothers and sisters in law of the Insured Person are considered to be close relatives.

**Collective Policy**

An Insurance *Policy* where the *Policyholder* subscribes the insurance coverage for some specific *Insured Persons* with whom they have a specific relationship (Employer-employee, work etc.). Such *Policyholder* agrees with the *Insurance Company* on the applicable coverage and limits of coverage, according to the needs of the *Policyholder*. The *Policyholder* assumes the responsibility to inform the *Insured Persons* of the coverage provided by the contracted *Policy*.

Doctor or Physician

An officially registered medical practitioner according to the law of the place where the claim happens.

Fraudulent Claims

When the *Insured*, Beneficiary or someone acting on their behalf, uses any fraudulent means or devices in order to obtain any of the benefits of this *Policy*, consequently, any payment of any amount in respect of such claim shall be cancelled.

Illness

Any change in health diagnosed and confirmed by a legally recognized Doctor during the life of this Insurance and which is not comprised or derived from either of the following two groups:

- a- Pre-existing disease: the disease that the Insured Person suffered prior to the date of taking out this Insurance, even if it wasn't diagnosed or known.
- b- Congenital disease: the disease that exists at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy, even if it wasn't diagnosed or known.

Individual Policy

An Insurance *Policy* where the *Policyholder* subscribe the *Policy* to cover himself and/or his family members.

Insurance

Means the evacuation and repatriation insurance covers further detailed in the present General Conditions.

Insured Person

The natural *Person* aged between 3 months and 70 years and identified in the Accepted Census List attached to the Special Conditions Schedule of this Insurance, and who is entitled, where applicable, to the rights derived from the contract.

Insurance Company

The Insurance Company mentioned in the Special Conditions Schedule, which guarantees the payment of the Healthcare Services and related benefits provided under this Policy.

Limit

The amount set forth in the Special Conditions Schedule of this Insurance, and which represents the maximum benefit (Financial, temporary or another kind) covered under each benefit.

**Losses**

The financial losses caused as a direct result of an indemnified bodily injury or damages sustained by the claimant.

Medical Evacuation

Transport of the *Insured Person* from the place of occurrence of the *accident/ Illness* in the ACR where it can/could not be treated to the OCR or any other country where he/she can receive appropriate care in a medical facility adequately equipped.

Original Country of Residence (OCR)

The country where the *Insured Person* lived before traveling to the ACR and/or to where he/she wishes to be evacuated to in case of *Illness/Accident*. It is mentioned in the Special Conditions Schedule or the Accepted Census List.

Period of Insurance

The period that commences and ends on the dates stated on the Special Conditions Schedule of this Insurance.

Policy

A document containing the General Conditions regulating this Evacuation and Repatriation Insurance contract. The Application for Insurance if any, these General Conditions, the Special Conditions Schedule and the Accepted Census List form an integral part of this Insurance, as well as the Endorsements issued thereto in order to supplement or alter it.

Policyholder

The natural or legal person who subscribes the Policy with the Insurer and who is bound by the obligations arising therefore, save those which, owing to their nature, must be complied with by the Insured Person.

Premium

The price of this Insurance that the *Policyholder* must pay to the Insurance Company in consideration for the coverage of the risks provided for him/her by the latter.

Serious Accident

Any *accident* with the conditions described above which, in the opinion of the *Assistance Company's* medical team involves risk of death.

Serious Illness

Any *Illness* with the conditions described above, that requires admission to hospital and which, in the opinion of the *Assistance Company's* medical team involve the risk of death.

Third Parties

Any natural or legal *Person* other than:

- a- The *Policyholder*, the *Insured Person* or the causer of the *accident*.
- b- The close relatives as defined above and when living with the *Insured Person*.
- c- The partners, directors, employees and *Persons* who, in fact or by right, depend on the people listed in the first subsection, while acting within the scope of that dependency.

Benefits under this Insurance

A. Transport or Repatriation for health reasons, in the event of *Illness* or *Accident* sustained by the *Insured Person* during the Period of Insurance.

In the event of an *accident* or an acute *Illness*, the *Assistance Company* will take charge of transferring the *Insured Person* to a properly equipped health center or repatriating him/her to his/her OCR.

The *Assistance Company* shall, at its sole discretion, through its medical team, decide which health center the *Insured Person* is to be transferred or repatriated to. In the case of repatriation, the *Assistance Company* shall determine whether such repatriation is necessary, having in mind the availability of health care in the ACR, the Doctor's medical opinion, the availability of suitable transport and the *Insured Person's* medical condition.

In case of *Illness* or serious injury occurring in the ACR and that cannot objectively be treated in this country for lack of adequate medical facilities:

- The *Assistance Company* will arrange and pay for an evacuation by air and/or terrestrial links for the transfer of the *Insured Person*, to a hospital or a medical facility in his/her OCR.
- Transportation will be carried out by ambulance, train or scheduled airline. If the transport is medically impossible in these transportation means, an Air Ambulance will be set up. The *Assistance Company* reserves the right to decide if the medical situation of the *Insured Person* is serious enough to warrant urgent medical evacuation.
- No Transportation can be achieved without having a confirmation in writing from the hospital where the *Insured Person* is hospitalized.
- In all cases, medical repatriation/transportation will be held after obtaining the administrative approval mentioned above and subject to the *Insured Person* being in possession of all identification documents and visas needed to make the trip to the OCR.
- The *Assistance Company* will not be involved by any means in the necessary steps needed for obtaining a visa or other administrative documents.

B. Transportation or Repatriation of the deceased *Insured Person*

In the event of the death of the *Insured Person*, the *Assistance Company* will make the arrangements necessary for the corpse transportation/repatriation and will meet the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at his/her OCR.

- This benefit does not include the maintenance expenses of the corpse of the deceased *Insured Person* who is transferred.
- Also the cost of the interment, cremation or funeral ceremony is excluded from this guarantee.

C. Medical Assistance

As soon as the *Assistance Company* is notified about a medical emergency resulting from the *Insured's accident* or *Illness*, the *Assistance Company* will contact the medical facility or location where the *Insured* is placed and confer with the Physician at that location of the *Insured* to determine the best course of action to be taken.



If possible and if deemed appropriate by the *Assistance Company*, the *Insured's* Physician will be contacted in order to have a better knowledge of the medical conditions of the *Insured*. The *Assistance Company* will then analyse the situation and recommend the most appropriate way of providing the assistance benefits, as well as arranging hospital admission of the *Insured* where appropriate, at the discretion of the *Assistance Company*.

The *Assistance Company* will serve as a central point for translation and communication for the *Insured* during emergencies.

The *Assistance Company* agrees to provide him advice on contacting and using services available from consulates, government agencies, translators and other service providers that can help.

D. Loss of Passport, driving license, national identity card abroad

In case of loss of the *Insured's* passport, driving license, national identity card while abroad, the *Assistance Company* will take charge of the expenses of the replacements necessary for obtaining a new passport driving license, national identity card or equivalent consular document.

The Insurance Company's Condition for Liability

- 1- In the event of any claim, the liability of the Insurance Company shall be conditional on the *Insured Person* claiming indemnity or benefit having complied with and continuing to comply with the terms of this Insurance.
- 2- In the event of a claim under this Insurance the *Policyholder* and the *Insured Person* shall:
 - a- Take all reasonable precautions to minimize the loss.
 - b- As soon as possible telephone the *Assistance Company* to notify the claim stating the Benefits required.
 - c- Freely provide the Company with all relevant information.
 - d- Make no admission of liability or offer promise or payment of any kind. The Insurance Company will not reimburse or consider reimbursing any expenses which were not previously approved. Previously approved expenses will have to include the claim number obtained from The *Assistance Company* prior to sending the official receipts and/or letter explaining the reason and circumstances of why the evacuation Assistance Services for which expenses are claimed were not obtained from the *Assistance Company* directly.

General Exclusions

- 1- Circumstances provoked intentionally by the Beneficiary;
- 2- Foreign or civil war whether declared or not, riot and popular uprising, act of terrorism or sabotage. It shall fall to the Beneficiary to show that the damage is the result of other circumstances;
- 3- The professional practice of any sport and the amateur practice of any aerial, self-defence or combat sport;
- 4- Participation in endurance or speed competitions or events and trials in preparation therefor on any form of land, water or air locomotive means;
- 5- Failure to respect the recognised safety rules for the practice of any sporting or other leisure activity;
- 6- The consequence of practising the following sports or activities:
Mountaineering requiring the use of equipment, trekking, rock climbing, bobsleigh, skeleton, pot-holing, parachuting, acrobatic ski jumping, undersea diving involving the use of autonomous equipment, aerial sports such as gliding, hang-gliding, flying wing (motorised and non-motorised) and all similar machines (notably micro-lights), flying air navigation craft;
- 7- Official bans, injunctions and restrictions imposed by the forces of law and order;
- 8- Epidemics, pandemics, effects of pollution, natural disasters and their consequences;
- 9- Any intervention initiated and/or organised at government or intergovernmental level by any governmental or non-governmental authority or organisation.

Specific Exclusions

No compensation whatever shall be made and no IPA intervention shall be arranged in respect of expenses resulting from circumstances and events excluded under the terms of the Policy as follows:

- 1- Benign affections or lesions which can be treated on the spot;
- 2- Benign affections or lesions that are not of an emergency nature;
- 3- Affections which do not require immediate medical care;
- 4- Existing illness predating the 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;
- 5- Affections for which an intervention has already been made under the terms of this Policy in the two (2) years preceding the request for assistance;
- 6- Any non-urgent intervention for which the Insurer's consultant physician has not approved medical expenses in respect of health checks, tests, medical examinations, preventive or scheduled screening;
- 7- Convalescence;
- 8- Affections under treatment and not yet stabilised and/or requiring subsequent scheduled treatment and possible follow-up measures (examination, additional treatment, foreseeable and recurrent complications);
- 9- Any intervention of a non-urgent nature,
- 10- The medical expenses relating to check-ups, medical examinations, scheduled or preventative screenings;

- 11- Surgical treatments and interventions of an aesthetic nature not resulting from an accident;
- 12- Pregnancy conditions and their consequences, miscarriages and ectopic pregnancies and their consequences, deliveries and their consequences concerning the new born babies;
- 13- Voluntary interruptions of pregnancy, amniocenteses;
- 14- Mental illnesses and their consequences, including depressive syndromes;
- 15- The consequences of a suicide and attempted suicide;
- 16- The consequences of the use of medicines or drugs not medically prescribed;
- 17- Claims in connection with alcoholism and drug addiction, or use of any drug or narcotic agent 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;
- 18- Repetitive transportation required because of the Beneficiary's state of health;
- 19- Transportation other than evacuation upon occurrence an Serious Accident or Serious Illness from the Country of Residence;
- 20- Transportation other than return to the Country of Residence;
- 21- Transportation other than transfer from an hospital to another appropriate medical facility when the Beneficiary is already abroad;
- 22- Any cost or expense covered by another insurance policy;
- 23- Cost or expense incurred without the prior agreement of IPA.

General Provisions

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 IPA.

Data Protection

Telephone calls between Beneficiaries and IPA may be recorded for quality control purposes. IPA respects the confidentiality concerning personal data.

Applicable Law and Jurisdiction

The General Conditions are governed by Lebanese law. It is agreed that any dispute arising out of an event leading to an intervention by IPA shall be brought before the court with jurisdiction in accordance with applicable law.

Subrogation

IPA is subrogated, up to the sums that it has incurred in accordance with this Policy, to the rights and actions of the Beneficiary against any third party liable for the event that involved its intervention.

Prescription

Any claim arising out of the Policy shall become statute-barred two years after the event which leads to it.



Prior Agreement

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 IPA's prior agreement, substantiated by a case number, he/she and/or they are not entitled to reimbursement.

Maximum Insurer's Commitment (Maximum Limit)

It is agreed that if the policy is taken out in favor 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.

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 Beneficiary allows the Insurer and the Assistance Company to apply any appropriate measure to fight against money laundering and terrorist financing, as defined by the Financial Action Task Force (FATF) recommendations.

Implementation of covers

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

In all cases, international transportations are arranged subject to the Beneficiary obtaining the administrative authorizations and having the identity documents and visa necessary for the transportation.

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's liability

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 unless there is a contractual stipulation to the contrary.

Furthermore, The Assistance Company and the Insurance Company can offer no guarantee on the exact time of an air evacuation, which depends on several circumstances.



Exceptional Circumstances

The Assistance Company and the Insurance Company commitment are based on an obligation of means and not one of results.

The Assistance Company and the Insurance 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*.

How the Insured should apply for the benefits

On the appearance of an event that could be included in any of the Benefits described above, the *Insured Person* or any Person acting in his place will necessarily contact, in the shortest possible time, in every case, the Alarm Centre mentioned in the Special Conditions Schedule, which will be available to help any *Person* 24h/24 7d/7.

By dialing this helpline number, he/she will be prompted to provide:

- Passport or Identity card number of the *Insured Person*.
 - His/her Insurance number, the full name of the *Insured Person*, the cause of the call, the place he/she is located.
-