



## GET WELL TERMS AND CONDITIONS

### AMERICAN HOME ASSURANCE COMPANY (DUBAI BR.),

Registered under UAE Federal Law No. 6 of 2007, Insurance Authority Registration No. 79,  
Commercial License No. 613392, dated 6th July 2008  
The H Hotel – Complex, Trade Centre First, 27th Floor, P.O. Box 40569, Dubai, UAE  
Tel: +971 4 509 6111, Fax: +971 4 352 2186

This document together with the **Certificate of Insurance** and any endorsements that accompany it set out the **Policy** between the **Insured** and the **Insurer** and should be read as one document.

Various provisions in the **Policy** restrict or exclude cover. The **Named Insured** must read the entire **Policy** carefully to determine the **Named Insured's** rights and duties, and what is and is not covered.

All words starting with a capital letter in this document have a specific meaning. Please refer to "Definitions" and "Specific Definitions" sections in this document.

## 1. DEFINITIONS

**Accident** means a sudden, unexpected and specific event caused solely and directly by violent, external and visible means which occurs at an identifiable time and place, resulting in Injury.

**Accidental Death** means a sudden unexpected and specific event, which is caused solely and directly by violent, external, and visible means, occurs at an identifiable time and place and results in death.

**Certificate of Insurance** means the document which gives details such as, but not limited to, Your name and surname, Policy Effective Date, Period of Coverage, Policy no., premium, premium payment option, and benefit and cover limits.

**Child / Children** means the Insured's son or daughter, biological offspring, or stepchildren aged above 3 months and under eighteen (18) years of age (or under twenty three (23) years of age if a full time student), unmarried, and primarily dependent on the Insured for support and is/are named in the Certificate of Insurance.

**Company / We / Insurer** means American Home Assurance Company (Dubai Br.), registered under UAE Federal Law No. 6 of 2007 Insurance Authority Registration No. 79, Commercial License No. 613392 dated 6th July 2008.

**Country of Residence** means the United Arab Emirates in which You legally reside as a citizen or with a valid residency visa.

**Daily Benefit** means the amount payable for each Day spent in the Hospital.

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

**Excess / Deductible** means the number of hours, days, or the amount payable by You for each and every Loss before Policy benefits become payable.

**Hospital** means a place that:

- holds a valid license (if required by law);
- operates primarily for the care and treatment of sick or injured persons;
- has a staff of one or more Physicians available at all times;
- provides 24-hour nursing service and has at least one registered professional nurse on duty at all times;
- has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis;
- is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment center; and
- maintains X-ray equipment and operating room facilities.

**Hospitalization / Hospitalized** means the stay as an inpatient in a Hospital.

**Illness / Sickness** means any fortuitous illness or disease contracted requiring treatment by a Physician.

**Injury** means bodily injury caused solely and directly by violent, accidental, external and visible means, requiring treatment by a Physician and resulting, directly and independently of all other causes, in loss covered by this Policy.

**Insured** means the person as defined in the Certificate of Insurance who is aged between 18 years and 64 years and who pays for the premium under this Policy.

**Insured Event** means an event covered by the coverage provided under this Policy.

**Loss** means the act or instance of losing and / or the disappearance of something valued or cherished and / or a measurable reduction in some substance or process.

**Medically Necessary** means in the Company's opinion, the Physician's recommendation is:

- Consistent with the symptoms, diagnosis and treatment of Your condition;
- Appropriate with regards to standards of good medical practice;
- Its primary purpose is not for the mere convenience of You.

**Named Insured / You** means the Insured and/or Spouse and/or Child as defined in the Certificate of Insurance. You must be a resident of the United Arab Emirates.

**Physician / Consultant** means a legally licensed practitioner acting within the scope of his license practicing medicine, and concerned with maintaining or restoring human health through the study, diagnosis, and treatment of disease and injury. **The attending Physician / Consultant may not be:**

- You; nor
- Your Relative.

**Policy** means this document, the Certificate of Insurance, any endorsements and/or attached papers that accompany it (if any) and the applications of the Insured.

**Policy Effective Date** means the date at which this Policy incepts as defined in the Certificate of Insurance.

**Period of Coverage** means the period for which this Policy is in force as defined in the Certificate of Insurance.

**Permanent** means expected to last throughout Your life with no prospect of improvement, irrespective of when Your insurance ends.



**Pre-existing Condition** means any medical condition (whether diagnosed or not) for which, before the Policy Effective Date, You:

- (a) received medication, advice, or treatment within 2 years prior to the Policy Effective Date; **or**
- (b) underwent surgery within 5 years prior to the Policy Effective Date.

**Professional Sport** means a competitive sport used as a source of livelihood.

**Relative** means a Spouse, parent, parent-in-law, grandparent, step-parent, Children, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, aunt, uncle, niece or nephew.

**Spouse** means the Insured's legally married husband or wife between the ages of 18 years and 64 years as defined in the Certificate of Insurance.

**Sum Insured** means the maximum amount payable under each benefit stated in the Table of Benefits.

**Table of Benefits** means the table that shows benefits and Sum Insured values offered under this Policy.

**Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Robberies or other criminal acts primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s shall not be considered as Terrorism. Terrorism shall also include any act which is verified or recognized as an act of terrorism by the (relevant) government of the country where the act occurs.

**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.

**Waiting Period** means the first 90 days of the Policy Effective Date, unless otherwise stated in the Certificate of Insurance.



## **2. BENEFITS**

The coverage stated hereunder is valid only in respect of the amount of indemnity specifically indicated in the Policy.

### **2.1 HOSPITAL CASH BENEFIT**

The Company will pay Named Insured the Daily Benefit, if Named Insured suffers bodily Injury or Sickness which, **within one month solely and independently of any other cause,** results in Hospitalization. **The Period of Confinement must be recommended by a Physician.**

#### **2.1.1 Specific Definitions**

**Period of Confinement** means a period of consecutive days of confinement as an inpatient caused by an Accident, Injury, or Sickness. However, successive confinements as an inpatient caused by or attributable to the same Accident, Injury, or Sickness are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least 45 days.

Only one Daily Benefit is provided for any one day of confinement, regardless of the number of Accidents, Injuries, or Sicknesses for which the confinement is required.

#### **2.1.2 Specific Conditions**

**Company will pay the benefit only if Hospitalization lasts longer than the Excess period shown in the Table of Benefits.**

#### **2.1.3 Specific Exclusions**

**Hospitalization as a result of an Accident or Sickness within the Waiting Period of this Policy.**



### **3. SPECIFIC EXCLUSIONS**

Except as explicitly provided elsewhere in this Policy, the Policy will not cover any loss, damage or legal liability arising directly or indirectly from:

1. Terrorism; War, whether declared or not; civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
2. use of radioactive substances or emissions which either directly or indirectly result in a nuclear reaction, radioactive radiation or contamination;
3. intentional self-inflicted injury; suicide or attempted suicide; or whilst Named Insured is directly involved in an unlawful act;
4. wilful or deliberate exposure to danger (except in an attempt to save human life);
5. flying except whilst travelling as a fare-paying passenger;
6. an Accident proven to have occurred as a result of Named Insured being under the influence of alcohol or of any drug not prescribed by a Physician or not taken following the manufacturer's instructions;
7. service, training or duty with any military, police, militia or paramilitary organisation;
8. active participation in winter sports or any hazardous sport or dangerous activity including but not limited to parachuting, mountaineering, rock climbing, hang-gliding, paragliding, scuba diving, potholing, and bungee jumping;
9. AIDS or HIV or where AIDS or HIV have been contracted by any Named Insured prior to the Policy Effective Date;
10. Hospitalization arising from or that can be linked to a Pre-existing Condition;
11. driving or riding as a passenger in or on:
  - a) any vehicle engaged in any race, speed test or endurance test; or
  - b) any vehicle being used for acrobatic or stunt driving;
12. any loss sustained while the Named Insured is participating in any Professional Sport;
13. pregnancy and childbirth;
14. engaging in occupational activities underground or requiring the use of explosives;
15. treatments for nervous or mental problems, psychiatric or psychotic conditions, or depression;
16. surgical procedure or treatment of a purely cosmetic nature, obesity or undertaken to facilitate conception or to improve potency;
17. services, supplies, or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician.



## **4. OTHER PROVISIONS**

**1. ENTIRE CONTRACT, CHANGES:** This Policy constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by the Insured and the Company, and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

**2. EFFECTIVE DATE:** This Policy takes effect on the Policy Effective Date as stated in the Certificate of Insurance. After taking effect, this Policy continues in effect until the expiry of the Period of Coverage as stated in the Certificate of Insurance. All periods of insurance shall begin and end at one-minute past midnight (00:01) at the address of the Named Insured(s).

**3. FREE-LOOK PERIOD:** The Insured is entitled to a full refund of premium, if Policy is cancelled upon written request of the Insured within fifteen (15) days from the date of the first Policy Effective Date as stated in the Certificate of Insurance. The Company reserves the right to decline a second application from the same Insured, following the cancellation of the first application.

**4. GRACE PERIOD:** A grace period of thirty-two (32) days will be granted for the payment of each failing due after the first premium, during which time the Policy shall be continued in force unless the Policy has been cancelled in accordance with "27. CANCELLATION". Insured shall be liable to the Company for the payment of the premium for the period the policy continues in force. If loss occurs within the Grace Period, any premium then due and unpaid will be deducted from settlement.

**5. NOTICE OF CLAIM:** Written notice of claim must be given to the Company within thirty (30) days after the occurrence or commencement of any loss covered by this Policy or as soon thereafter as is reasonably possible. Written notice of claim, given by or on behalf of the Named Insured to the Company, or to any authorized official of the Company with information sufficient to identify the Named Insured, shall be deemed as notice to the Company. The Named Insured must, at his own cost, provide whatever certificates, information and documented evidence required by the Company regarding the Insured Event.

**6. CLAIM FORMS:** The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually required by the Company for filing proof of loss.

**7. TIME FOR FILING CLAIM FORMS:** Completed claim forms and written proof of loss must be furnished to the Company within ninety (90) days after the date of such loss. Failure to furnish such proof within ninety (90) days shall not invalidate nor reduce any claim if it was not possible to give proof within such time. However, in no event will any claim be honoured if proof of loss is not received within eighteen (18) months from the date of loss.

**8. TIME OF CLAIM PAYMENT:** Benefits payable under this Policy for any loss, other than loss for which this Policy provides any periodic payments, will be paid reasonably soon after receipt of due written proof of such loss. All accrued benefits for loss for which this Policy provides periodic payment will be paid as defined in the Policy. Any unpaid balance remaining upon cancellation of liability will be paid immediately upon receipt of due written proof.

**9. TO WHOM BENEFITS ARE PAID:** Indemnity will be paid to the Named Insured. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

**10. EXAMINATION AND AUDIT:** The Company shall be permitted to examine the Insured's records relating to this Policy at any time while this Policy is in effect and within three (3) years after expiration of this Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

**11. LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished. If the Company denies liability for any claim and the Named Insured does not institute legal action and serve summons on the Company (or initiate arbitration proceedings, if the Company has agreed to submit to arbitration) within thirty (36) months after such repudiation, all benefits of such claim shall be forfeited.

**12. GOVERNING LAW / JURISDICTION:** This Policy is governed by the laws of the United Arab Emirates. Any dispute arising between the Named Insured and the Company is subject to the exclusive jurisdiction of the competent courts of the United Arab Emirates.

**13. CHANGE IN CREDIT CARD NUMBER / BANK ACCOUNT NUMBER:** If, during the Period of Coverage, the credit card number or bank account number first authorized by the Insured for payment of the premium is changed for whatever reason, the Company shall continue to collect the premium from the changed credit card / account number unless advised otherwise in writing by the Insured.

**14. CURRENCY:** If expenses are incurred in a foreign currency other than the one used in the Certificate of Insurance, the rate of exchange used will be the rate at the time of incurring the expense or suffering a loss.

**15. LANGUAGE:** The official version of this Policy is in Arabic. In case of discrepancy between English and Arabic version, the Arabic version shall prevail.

**16. MARKETING:** Should any discrepancies arise between this Policy and any literature received by the Named Insured; this Policy will govern in all cases.



**17. PREMIUM:** All premiums and applicable taxes are payable in advance by the Insured on or before the date they become due and subject to the terms under "**4. GRACE PERIOD**".

**18. CHANGE IN PREMIUM RATES:** Company may change the premium rates for the Policy, by advance written notice delivered to You or mailed to Your last address as shown on our records, no later than thirty (30) days prior to such anniversary.

**19. RENEWAL CONDITIONS:** This Policy may be renewed, with the consent of the Company from term to term, by advance payment of the premium at the Company's in force rate at renewal time, subject to "**27. CANCELLATION**".

**20. CHANGE IN CIRCUMSTANCES:** The Named Insured must notify the Company within thirty (30) days of any change in circumstance which will affect this insurance. The Company reserves the right to amend any of the terms or conditions of this insurance following at least thirty (30) days' notice to the Named Insured by the Company.

No change or modification to this Policy shall be effective except when made by written endorsement signed by the Company's authorized representative.

**21. REINSTATEMENT OF POLICY:** When a Policy is cancelled, Policy cannot be reinstated.

**22. THIRD PARTY:** This Policy is between the Company and the Insured only and all of its provisions and conditions are for the sole and exclusive benefit of those parties. Nothing in this Policy, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under this Policy or any of its provisions. Without limitation, no third party shall have any rights under this Policy or any right to receive Policy benefits. Receipt of benefits paid will be a valid discharge of the Company's liability under this Policy. This Policy cannot be ceded, assigned or in any way transferred to a third party.

**23. SUBROGATION:** The Company has the right to commence or take over legal proceedings in the Named Insured's name for the defense or settlement of any claim, or to sue or prosecute any other party to recover monies payable by them at law. The Named Insured must co-operate with the Company and do nothing to hinder the Company's rights.

**24. FRAUDULENT CLAIMS:** If the Named Insured or anyone acting on his behalf uses any fraudulent means or devices to obtain any benefit, then any amount payable in respect of such claim shall be forfeited, this Policy will be cancelled, and no premium will be refunded.

**25. CLAIMS, COMPLAINTS, AND DISPUTES:**

If you have a claim or complaint about your Policy, please contact:

Customer Service Group  
American Home Assurance Company (Dubai Br.)  
The H Hotel – Complex, Trade Centre First, 27th Floor,  
P.O. Box 40569, Dubai, UAE  
Tel: +971 4 509 6111, Fax: +971 4 352 2186  
Claims Portal: <https://www.aig.ae/aig-claims>  
Complaints/Disputes: [servicecenter-me@aig.com](mailto:servicecenter-me@aig.com)

**26. DATA DISCLOSURE:** By executing this application or by entering into this contract of insurance, the Named Insured consents to the Company processing data relating to the Named Insured for providing insurance products and services, legal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to the Named Insured.

The Named Insured consents to the Company making such information available to third parties including but not limited to any Group Company, those who provide products or services to the Insurer or any Group Company, and regulatory authorities, within and outside the Named Insured's country of domicile.

To review our privacy policy, go to:

<http://www.aig.ae>

**27. CANCELLATION:** The Company may cancel this Policy at any time by written notice delivered to the Named Insured or mailed to the last known address of the Insured as shown by the records of the Company stating not less than fifteen (15) days thereafter such cancellation shall be effective. Such cancellation shall be without prejudice to any valid claim arising prior to the date of cancellation.

In the event this Policy, for which annual premium has been paid in advance, is cancelled by the Insured or the Company, the unearned premium shall be refunded on a pro-rata basis for the balance of days remaining under the Period of Coverage.

In the event this Policy, for which monthly premium is paid on a monthly basis, is cancelled by the Insured or the Company, no premium shall be refunded.

This clause must be read in conjunction with "**3. FREE-LOOK PERIOD**" and "**4. GRACE PERIOD**".



**28. TERMINATION:** Insurance of the Named Insured shall terminate immediately on the earliest of:

- The date Period of Coverage gets over;
- The date Named Insured is no longer eligible within the classification of Named Insured;
- The premium due date if the required premium is not paid by the Insured within the Grace Period;
- The date Named Insured attains the age of 65.

Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.

**29. SANCTIONS:** The Insurer shall not be deemed to provide cover and the Insurer 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 the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**30. OTHER INSURANCE WITH THE COMPANY:** If a like policy or policies previously issued by the Company to the Named Insured be in force concurrently herewith, making the aggregate indemnity for the Principal Sum in excess of the Global Maximum of AED 1,000,000 (UAE Dirhams One Million), the excess insurance shall be void and all premiums paid for such excess shall be returned to the Name Insured or his estate.