

RAILAID WITH ITALIARAIL

Delivered as group insured by Opportuna Insurance PCC- International Risks Cell

Introduction

RailAid® provides basic emergency medical expenses for inpatient care & certain accident and rail travel inconvenience benefits for its customers that is embedded within its tickets and for Insured who have opted for the Railaid Package while traveling overseas. This is administered and facilitated by the Emergency Claims and Assistance Provider Crawford's on behalf of the Insurer Opportuna Insurance PCC Limited- International Risks Cell.

WHAT IS INCLUDED IN YOUR INSURANCE?

The Railaid Product includes certain Insurance Benefits to its Railaid **Insured Persons** who have subscribed to its package as customers of ItaliaRail.

The **Insurance Benefits & Limits** are embedded within the ItaliaRail tickets with RailAid subscribers and for customers who are traveling **Overseas**. The coverage and benefits are summarized in the table below and are indemnified when all of these **Insurance Terms & Conditions** are met.

The Emergency and Claims Assistance provider (Crawford's) will determine the best mode and timing of all insurance benefits provided and will validate all claims. Claims will be administered and facilitated by Crawford's.

During the **Period of Insurance**, **Emergency and Claims Assistance Provider** will respond on behalf of **Insured Persons** to contact and liaise with **Medical Facilities**, guarantee necessary medical fees, consult with medical advisors and medical transportation providers or arrange for **Medically Necessary** repatriation or assistance in getting you back to your **Country of Domicile**.

Emergency and Claims Assistance Provider will provide 24/7 access to, and services of, their in-house medical professionals and provide access to their retained network of **Medical Facilities**,

Emergency and Claims Assistance Provider will pay any **Emergency Medical Expenses** up to the limits specified in the **Schedule of Insurance Benefits & Limits** and arrange for **Medical Evacuation / Repatriation** Expenses resulting from an **Insured Person** suffering a **Serious Medical Condition** during a Trip.

The Emergency Claims and Assistance Provider will also provide a general claims service for other non-medical benefits via the non-emergency claims email provided.

The Emergency and Claims Assistance Provider will determine the best mode and timing of all responses provided as the contracted third party administrator for this program.

Insurance is available to worldwide citizens who are subscribed to this insurance who are travelling **Overseas** and who have been provided with an Italia Rail ticket with RailAid package and along with certain Insurance benefits with a RailAid membership.

Insurance is not available to citizens of or persons travelling to: Iran, North Korea, Cuba, Russia & Belarus, who also reside within either Iran, North Korea, Cuba, Russia & Belarus.

All **Insured Persons** are subject to a **Sanctions Check** prior to payment of any Insurance benefit.

This is an Insurance program given to subscribers of the Italia Rail with RailAid membership to all **Insured Persons** under the RailAid Insurance.

This Policy is not an elective of full Medical Healthcare plan, travel insurance or a study abroad scheme insurance.

The cover provided by this Insurance Policy is additional to any existing travel insurance scheme that **The Insured Persons** may have and **We** will only reimburse expenses which are not recoverable elsewhere.

PATIENT PROTECTION AND AFFORDABLE CARE ACT

This Insurance is not subject to and does not provide certain benefits required by the United States Patient Protection and Affordable Care Act (ACA).

This Insurance does not provide as or is intended to provide minimum essential criteria as set out under ACA. ACA requires certain US citizens and US residents to obtain ACA compliant health Insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA compliant coverage.

The Insured Person should consult **the Insured Person's** attorney or tax professional to determine if ACA's requirements are applicable to **the Insured Person**.

Should the services provided under this Insurance be altered and be subsequently deemed not to be exempt from the requirements of ACA **we** will notify **The Insured Person's** immediately.

There is also no guaranteed issuance or renewability of your RailAid benefits and in no event will RailAid Insurance or service benefits be extended, or costs be indemnified more than those on this specified in this policy.

TERMS & CONDITIONS

DEFINITIONS

In addition to those terms defined elsewhere in these Terms & Conditions, the following terms, when capitalised, shall be ascribed meaning as follows:

Accident

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

Accidental Bodily Injury

An identifiable physical injury which:

- A. Is caused by an Accident, and
- B. Solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the Accident.

Baggage

Personal possessions or valuables.

Certificate of Insurance

The certificate each Insured Person receives via email to confirm the Level of Insurance and the Period of Insurance which has been purchased.

Communicable Disease

Illness, virus, bacteria, fungus or protozoa that spread from one person to another or from an animal to a person or from a surface or food.

Country of Domicile

The country where the Insured Person is habitually resident.

Crawfords

The Emergency & Claims Assistance Provider

EHIC

A European Health Insurance Card (EHIC) entitles qualifying citizens and residents to receive healthcare for free, or at a reduced cost in the EU, the EEA, Switzerland and the United Kingdom. The EHIC has been superseded by the Global Health Insurance Card (GHIC).

Emergency Assistance

A 24/7 service provided by Emergency and Claims Assistance Provider to coordinate requests for help from Insured Persons: Railaid with Italia Rail POLICY

Emergency contact number +44 01908 108150

Non emergent claims reimbursement Railaidclaims@crawco.co.uk

Emergency & Claims Assistance Provider

Crawfords

Emergency Medical Evacuation

The cost of transporting the Insured Person by air and/or surface transportation by Emergency and Claims Assistance Provider from the place where the Insured Person is located to a Medical Facility within the limit specified in the Schedule of Insurance Benefits & Limits.

Emergency Medical Repatriation

With the prior approval of Emergency and Claims Assistance Provider and the Insured Person's treating Medical Professional the return of the Insured Person to their Country of Domicile by normal Scheduled airlines or by an air ambulance or suitable means of transport. Emergency and Claims Assistance Provider will work with Medical Professionals to determine "Fit to Fly" status and ability/ capability to travel, including most appropriate mode of transport.

Fit to Fly

An official document provided by a Medical Facility and signed by a Medical Professional to determine that the Insured Person is in fact fit enough to fly without causing further harm.

Global Health Insurance Card (GHIC) - UK

The UK - GHIC replaces the existing European Health Insurance Card (EHIC) for UK citizens/residents.

Hazardous activity

Training, practicing, or participating in mountaineering, water sports, horse riding activities, judo, martial arts, boxing, wrestling, bungee jumping, scuba diving, rock or precipice climbing, hang gliding, paragliding, sport parachuting, sky diving, pot-holing or organised team sports, engaging in or practicing for speed or time trials, sprints, heli-skiing, or off-piste skiing or boarding without an accompanying a mountain guide or approved and certified Ski guide.

Hospitalised or Hospitalisation

Admission to a Medical Facility on a continuous, in-patient basis necessitated by a Serious Medical Condition.

Illness

An Illness, sickness or disease that manifests itself during the Period of Insurance

Inpatient

Admission to a Medical Facility for a period of more than 10 continuous hours or overnight.

Insured Group Holder

Wandrian, DBA ItaliaRail, who are Insured by Opportuna Insurance PCC Limited- International Risks Cell

Insured Person

An individual or Person/s who is the primary ItaliaRail with Railaid ticketholder who has/have been subscribed to the Insurance under the ItaliaRail with Railaid package that provides Insurance benefits embedded within a ticket purchase & an individual(s) named and advised for as subscribing to the Italia Rail and Railaid package by Wandrian and for whom the applicable Insurance fees has been paid.

Insurer/Underwriters/We /Our

Means Opportuna Insurance PCC Limited - International Risks Cell

Loss of limb

The permanent severing at or above the wrist or ankle or total loss of a complete foot, leg, hand or arm.

Loss of Sight

Complete and irrecoverable loss of sight in one or both eyes.

Manual Work

Paid or unpaid work that involves: using, installing or maintaining equipment or machinery; building or construction; or caring for any child who is not a close relative.

Medical Expenses

Reasonable and Medically Necessary costs of medical, surgical, specialists' fees, hospital, nursing home, nursing attendance charges, X-rays, surgical and medical requisites given or prescribed by a qualified Medical Professional, including the cost of medical supplies and ambulance hire as a result of a Serious Medical Condition.

Medical Facility

The most appropriate and nearest Medical Facility as determined and authorised by Emergency and Claims Assistance Provider in the best interests of the Insured Person

Medical Professional

A registered, qualified, practicing Insured Person of the medical profession appointed by Emergency and Claims Assistance Provider or treating the Insured Person who is not the Insured Person or a Insured Person of their family.

Medically Necessary

Services or supplies provided by a Hospital or Medical Professional that are required to identify or treat a Serious Medical Condition and which, as determined by Emergency & Claims Assistance Provider:

- A. Provides for the diagnosis, prevention, or treatment for an eligible Serious Medical Condition,
- B. Is appropriate for the diagnosis, prevention, or treatment of an eligible Serious Medical Condition,
- C. Is within the standards of good and generally accepted medical practice, as reflected by scientific and peer medical literature, and recognised within the organised medical community,

- D. Is not primarily for the convenience of the Insured Person, Your family, Your Medical Professional, Your Hospital, or Your treatment providers and is not conducted solely for research purposes.
- E. Is care or treatment which could not have been omitted without adversely affecting the patient's condition or quality of medical care rendered, and
- F. Is the most appropriate level of service or supply which can be provided safely and effectively.

The fact that any Medical Professional may prescribe, order, recommend, or approve a service does not, of itself, make such treatment Medically Necessary.

The individual(s) named on the enrolment application that has been approved for Insurance by Emergency and Claims Assistance Provider and for whom the applicable Insurance fees has been paid.

Outpatient

A Insured Person who attends a medical facility for treatment, for a period of less than 10 hours, and not overnight.

Overseas

A country or destination outside an **Insured Person's Country of Domicile**

Period of Insurance

The dates listed on the **Insured Person's** Certificate of Insurance for which Insurance starts and ends.

Personal Accident

Accidental Bodily injury on the **Insured Person's** Trip which results in the Insured Person's Death, loss of eye/s, loss of limbs Or **Permanent Total Disablement**

Permanent Total Disablement

Permanent and total disablement that prevents a Insured Person from engaging in or attending to any and every kind of profession or occupation for which a Insured Person is trained and educated for 52 consecutive weeks.

Personal Money

Cash, travellers cheques, letters of credit, travel tickets, hotel vouchers, passports and green cards all held for personal use.

Pre-existing Medical Condition

An illness, medical condition or disability that was diagnosed or treated prior to the Period of Insurance, or for which symptoms existed which would cause an ordinary prudent person to seek such diagnosis or treatment prior to the Period of Insurance.

Reimbursement Basis

Certain non-emergent claims amounts or those that are determined as non emergent by the Claims and assistance Provider or for smaller claims amounts that are within the budget of the Insured Person will be paid back to You after you have paid them or been inconvenienced financially. These will be facilitated through the non-emergent claims email process and address supplied below.

Repatriation of Mortal Remains & Funeral Expenses

In the event of a Insured Person's death we will arrange and pay for the repatriation of the Insured Person's remains to the Insured Person's Country of Domicile or contribute to funeral expenses after any other expenses have been met and up to the limit in the schedule of services under this Personal Accident section.

Sanctions Check

A specialised screening that involve several Government sanction databases which identify and list individuals who are prohibited from certain activities or industries. These types of checks enables Emergency and Claims Assistance Provider to Know Your Customer (KYC) in the fight to prevent money laundering, terrorist financing and financial crime.

Serious Medical Condition

Accidental Bodily Injury or Illness that in the opinion of the Emergency and Claims Assistance Provider and their Medical Professionals is determined as requiring immediate emergency medical treatment to avoid death or serious impairment to the Insured Person(s)' health.

Travel Delayed Departure Expenses incurred by the Core Insured Person up to the limits in the schedule of services caused by a delay of more than 4 hours to the departure of an international flight on which The Insured Person's is pre-booked to travel due to: a) strike or industrial action provided that when this policy was taken out, there was no expectation that the trip would be delayed; b) adverse weather conditions; c) mechanical breakdown or technical fault of the plane.

Travel Disruption

Departure of the outbound or return leg flight or ship journey, on which The Insured Person/s are pre-booked to travel which is delayed by at least 12 hours.

Travel Documents

Current passports, valid visas and valid travel tickets.

Trip

A rail journey outside your Country of Domicile defined as time operative whilst boarding, travelling on, or disembarking a high speed rail service and train from a ticket purchased via Italia Rail (and through Wandrian) and as a Railaid Insured Person.

Valuables

Cameras, camcorders, binoculars, telescopes and accessories; Audio, visual and television equipment including tape recorders, cassettes and players, radios, compact discs and players, minidiscs and players, iPods, mp3 players, iPads, Kindles, Tablets, e-book readers, music or media discs, Compact Discs, films, cartridges, flash drives, smart watches, health and fitness trackers; computers, gaming consoles, electronic book readers, satellite navigation equipment; mobile phones and accessories; jewellery, watches, items made of or containing gold, silver, precious metals or precious or semi-precious stones.

Wandrian

The supplier and distributor of ItaliaRail with RailAid who subscribe their members to the Insurer's program under a group policy.

Winter Sports Equipment

Skis, snowboards, bindings, poles, boots or helmets and any other specialist winter sports clothing or equipment.

You/Your/You're/Yourself

Insured Person.

WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY:

In an emergency **you** should contact **us** or the Emergency and Claims Assistance medical assistance provider as soon as practicable and reasonable.

Emergency contact number +44 01908 108150

Non emergent claims reimbursement Railaidclaims@crowco.co.uk

What will happen in the event of medical expenses claim or medical emergency?

- All transportation costs will be authorised by **us** in advance.
- **We** will decide what costs will be paid by **us**.
- **We** aim to provide **you** with health information services by telephone, email, or other appropriate modes of communication provided that is allowed by Law.
- **Your** treating **medical practitioner** or **our** appointed **medical practitioner** will establish **your** diagnosis and treatment.
- **We** will assist to move **you** or repatriate **you** to **your country of domicile** when **we** and **your** treating **medical practitioner** decide that **you** are fit to fly.
- **We** will transfer **you** to a hospital, clinic or location that **we** choose.
- If repatriation to **your country of domicile** is on a commercial flight, **you** may be accompanied by a medical escort at **our** expense and up the expense AMOUNTS outlined in the schedule of services for this section.
- Hospital expenses are subject to an **excess** of USD 100 per **Insured Person**.
- **You** are responsible for all costs, expenses, services not covered by this Insurance.
- Certain non-emergent claims expenses will be relayed to you on a **reimbursement basis**- i.e after you have paid or been inconvenienced financially prior to us reimbursing you.
- It is the decision of the claims and assistance provider as to what is emergent and non-emergent

WHAT TO DO IN THE EVENT OF A BAGGAGE OR TRAVEL DOCUMENTS EXPENSES OR BAGGAGE DELAY DEPARTURE EXPENSE:

To submit an expense, please contact:

Railaid POLICY

Emergency contact number +44 01908 108150

Non emergent claims reimbursement Railaidclaims@crowco.co.uk

- **You** are responsible for all costs, expenses, services not covered by this Insurance
- Certain non-emergent claims expenses will be relayed to you on a **reimbursement basis**- i.e after you have paid or been inconvenienced financially prior to us reimbursing you.
- It is the decision of the claims and assistance provider as to what is emergent and non-emergent

SCHEDULE OF INSURANCE BENEFITS & LIMITS

INSURANCE BENEFITS	INSURANCE LIMITS	EXCESS
<p><u>EMERGENCY MEDICAL EXPENSES</u> <u>INPATIENT HOSPITALISATION</u> <i>(Including expenses incurred in the Repatriation of The Insured Person's to their country of domicile)</i></p>	Up to USD 20,000 per Insured Person	USD 100
<p><u>PERSONAL ACCIDENT</u> <i>Applies due to death, loss of limb or loss of sight as a result of accidental injury whilst boarding, travelling on, or disembarking a high speed train. Must be reported immediately to the Rail Authorities and receive local medical treatment.</i></p>	Up to USD 5,000 per Insured Person	NIL
<p><u>BAGGAGE AND TRAVEL DOCUMENTS EXPENSES</u> <i>Applies for loss, damage or theft of personal belongings whilst on a trip</i></p> <p style="text-align: center;"> a)SINGLE ARTICLE LIMIT b)VALUABLES LIMIT c)TRAVEL DOCUMENTS EXPENSES </p>	Up to USD 500 per Insured Person a) USD 100 pp b) USD 100 pp c) Up to USD 100 per Insured Person	USD 50 USD 50
<p><u>TRAVEL DELAYED DEPARTURE EXPENSES:</u> <i>Delay in excess of 4 hours:</i></p> <p><u>TRAVEL DISRUPTION EXPENSES</u> <i>Delay in excess of 12 hours:</i></p> <p><i>We will pay up to USD 200 towards :</i></p> <ol style="list-style-type: none"> 1. <i>Cost of replacement ticket / incremental costs for alternative ticket (same class as original travel); or</i> 2. <i>Overnight accommodation if no alternative service departing the same day (max 3 Star - Room only costs)</i> 	Up to USD 50 per Insured Person Up to USD 100 Up to USD 200	Nil Nil Nil

- All Insurance Limits are per any one Insured Person or per 3 people or more under same package.
- All currencies quoted are in United States Dollars (\$).

EMERGENCY MEDICAL EXPENSES-INPATIENT HOSPITALISATION

WHAT IS PROVIDED?

We will pay The Insured Person up to the Emergency Medical Expenses and Medical Evacuation/Repatriation limit in The Insured Persons Schedule of Benefits if an Insured Person suffers a serious medical condition when you are travelling.

The following services are available to **you** when **you** are on a **trip**.

- 1) **(Emergency) medical expenses**, including the cost of a semi-private room in nearest and most appropriate medical facility that may include the cost of **inpatient hospitalisation**.
- 2) Licensed ground or air ambulance transportation to the nearest and most appropriate medical facility or hospital, or from one hospital to another.
- 3) Evacuation including **local field rescue** if permitted by law including all necessary rescue, air and/or surface transport services, including related advisory services, to the nearest and most appropriate **medical facility**, provided there is a defined and pre-determined location established for **you**.
Services related to searching for **you** are not included.
- 4) Reasonable additional expenses for available accommodation of a similar standard to that which was enjoyed for the duration of the trip if it is medically necessary for **you** to stay beyond the intended return date and to pay for travel expenses which **you** must pay to get back to **your home address** if **you** cannot use **your** return ticket.
- 5) Expenses incurred in **your** repatriation to **your home address** in **your country of domicile** if it is medically necessary following **serious medical condition**.

WHAT IS NOT PROVIDED?

We will not provide services for or cover:

- the **excess** amount;
- any expenses that **you** can recover from elsewhere;
- anything mentioned in the General Exclusions section of this Agreement;
- any expense submitted after ninety (90) days following the date the expense was incurred;
- any claim that is the result of a **pre-existing medical condition**;
- any further expenses incurred if **you** choose not to move hospital or return to **your country of domicile** after **our** medical adviser and **your** treating doctor have deemed it safe for **you** to be moved;
- any claim for costs of **in-patient** hospital treatment or being returned to **your country of domicile** that have been incurred without the prior permission of **our** emergency medical service;
- any claim for a medical condition if **you** were travelling against the advice of a **doctor**, or would have been travelling against the advice of a **doctor** if **you** had sought such advice;
- any claim where **you** are travelling in order to receive medical advice or treatment;
- any claim which is the result of **you** not taking:
 - necessary medication which **you** knew at the start of **your** trip that **you** would need while **you** were away (including costs incurred in obtaining or replacing medication); or
 - inoculations for tropical diseases;

- any claim for costs of treatment, tests or surgery (including preventative treatment and cosmetic or elective surgery) which is not essential in the opinion of **our** medical adviser or could reasonably have waited until **your** return to **your country of domicile**;
- any dental work involving precious metals or dental fittings;
- any claim for single or private room accommodation, unless it has been deemed medically necessary by **our** medical adviser;
- any claim for treatment or services obtained at a health spa, convalescent or nursing home or any rehabilitation centre;
- any claim as a result of **you** participating in any **hazardous activity** unless that **hazardous activity** had already been declared to **us** and accepted by **us** in writing;
- any claim as a result of manual work;
- any claim as a result of **you** riding or driving any motorised vehicle, unless **you** are licensed to drive that vehicle type within **your** home area;
- any claim as a result of **you** using any motorcycle, moped or scooter:
 - if **you** do not wear a crash helmet;
 - if **you** are the rider and **you** do not hold a valid licence to drive that vehicle type in **your country of domicile**; or
 - if the vehicle is above 125cc, and it is not **your** mode of transport from **your country of domicile** or if **you** are not wearing appropriate protective clothing;
- any claim as a result of **you** using a quad bike or all-terrain vehicle as a rider or passenger.
- any claim for a 'deep water' (more than 25kms from shore) or 'deep blue' ocean or a 'ship to shore' physical evacuation;
- any claim for **hospitalisation** that is covered by a EHC card or Reciprocal Healthcare agreements, Defense Base Act Compensations, Local State Health, a travel insurance or any Private or International Medical Plan.
- any claim **you** if **you** are not reasonably accessible and cannot be transported safely or **you** are in a region that is not safely accessible;
- any claim for pregnancy or childbirth unless in an emergency.
- any claim whilst in the Arctic above 80th parallel North OR on the Antarctic continent below the 60th parallel South, or at an altitude above 4,400 meters;
- **your** failure to maintain immigration, work, residence or similar visas, permits or other documentation necessary for transport;
- any claim if **you** are in or have returned to **your country of domicile**;
- any claim if **you** are on a one-way trip or residing permanently overseas.

PERSONAL ACCIDENT EXPENSES

WHAT IS PROVIDED?

Costs incurred for expenses directly incurred and to compensate the Insured Person, travel companion or immediate family Insured Person who incurs an expense as a result of the Insured Person's accidental bodily injury, funeral costs, or repatriation of mortal remains during the Insurance period. In the case of death this will be designated to a beneficiary appointed by the Insured Person or as a designated family representative, or appointed Funeral Services Director and as the result of costs directly incurred by this party.

At our discretion we will pay if the Insured Person suffer accidental bodily injury on the Insured Person's trip which results in the Insured Person's:

Death;

Loss of sight;

Loss of limb or limb/s; or

permanent total disablement.

Funeral or repatriation of mortal remains costs

The most we will pay

The most we will pay for each covered Insured Person and as maximum is:

- USD 5,000 for death.
- USD 5,000 for loss of sight.
- USD 5,000 for loss of limb.
- USD 5,000 for permanent total disablement.

USD 5,000 for funeral costs or repatriation of mortal remains

SPECIAL CONDITIONS

Any claim payments that we decide to pay will be made to the Insured Person or the Insured Person's legal representatives.

If the Insured Person dies and does not leave a will, no claim payments will be made until executors have been appointed.

Death, loss of sight, loss of limb or permanent total disablement or funeral must occur within one year of the date the Insured Person was accidentally injured.

We will not pay any claim for total permanent disability until at least one year has passed from the date of the bodily accident.

We will only pay one benefit under this Agreement for any covered Insured Person from a single event.

WHAT IS NOT PROVIDED?

We will not provide services or cover for:

anything mentioned in the General Exclusions section of this Agreement;

any claim that is the result of a pre-existing medical condition;

any claim that is the result of a sickness or disease, naturally occurring or degenerative condition;

any claim for costs incurred as a result of an anticipated event;

any claim for permanent total disablement if the Insured Person had retired before the Insured Person's trip started;

any claim as a result of the Insured Person participating in any hazardous activity;

any claim as a result of manual work;

any claim as a result of the Insured Person riding or driving any motorised vehicle, unless the Insured Person are licensed to drive that vehicle type within the Insured Person's country of domicile;

any claim as a result of the Insured Person using any motorcycle, moped or scooter:

if the Insured Person do not wear a crash helmet;

if the Insured Person are the rider and the Insured Person do not hold a valid licence to drive that vehicle type in the Insured Person's home country; or

if the vehicle is above 125cc.

if the Insured Person is not wearing appropriate protective clothing;

any claim as a result of the Insured Person using a quad bike or all-terrain vehicle as a rider or passenger.

BAGGAGE AND TRAVEL DOCUMENTS EXPENSE

BAGGAGE WHAT IS PROVIDED?:

We will pay **The Insured Person** up to the **baggage** limit in **The Insured Person's** respective Schedule of Services and Benefits if an **Insured Person's baggage** is lost, stolen, accidentally damaged or destroyed during **The Insured Person's Trip**.

SPECIAL CONDITIONS:

- **The Insured Person's** must report any theft or loss of **baggage** to the police within 24 hours of discovering it or as soon as reasonably possible after that and get a police report from them.
- If **the Insured Person's baggage** is lost, stolen or damaged whilst in the care of the train provider **The Insured Person's** must:
 - get a Property Irregularity Report within the time limit shown in their conditions of carriage; and
 - keep the Insured Person's tickets and luggage tags.

- If **the Insured Person's** baggage is lost, stolen or damaged while it is in the care of a transport or accommodation provider or an authority **the Insured Person's** must get a report from them.
- **The Insured Person** must always take reasonable care of **the Insured Person's baggage** to keep it safe and take all reasonable steps to recover baggage that is lost or stolen.
- **The Insured Person** must provide **us** with proof of ownership and value for the items of baggage for which **The Insured Person** is claiming to substantiate **the Insured Person's** claim. If **The Insured Person's** does not, it may affect **The Insured Person's** claim.
- **We** will deduct the amount of any claim under sub-section Delayed Baggage (other than for hire costs) from any claim **the Insured Person** make under this section if **the Insured Person's** baggage is permanently lost.
- **We** will at **our** option either:
 - pay the cost of repairing or replacing the item; or
 - make a cash payment to **the Insured Person**.
- No payment will be more than the original purchase price **the Insured Person's** paid for the item.
- **We** will make a deduction for wear and tear for claims for clothing, including sports clothing.

TRAVEL DOCUMENTS EXPENSES

TRAVEL DOCUMENTS- WHAT IS PROVIDED?:

If **the Insured Person's travel documents** are lost or stolen during a covered **trip**, **we** will pay up to the **travel documents** limit in The Insured Person's Core Schedule of Services for additional travel and accommodation expenses necessarily incurred while **the Insured Person's** obtain replacement travel documents.

A trip is defined and limited to being whilst boarding or travelling on a train which has been purchased through Wandrian.

APPLICABLE TO BAGGAGE AND TRAVEL DOCUMENTS EXPENSES WHAT IS NOT PROVIDED?

We will not provide services or expenses under this Insurance for:

- any expenses that **the Insured Person** can recover from elsewhere;
- anything mentioned in the General Exclusions section of this Agreement;
- any claim for theft or loss of **baggage** that **the Insured Person** does not report to the police within 24 hours of discovery or as soon as reasonably possible after that, or which is not supported by a police report;
- any claim for **baggage**:
 - that **the Insured Person** has left unattended unless it has been stolen from **the Insured Person's** locked personal accommodation, a safe or safety deposit box or motor vehicle;
 - that is confiscated, detained or delayed by customs or other officials;
 - any claim for **valuables**:
 - not in **the Insured Person's** hand luggage or on **the Insured Person's** person;
 - left in a motor vehicle or tent; or
 - household goods and anything shipped as freight;
- any claim for loss or damage caused by:
 - wear and tear or loss of value;
 - moths or vermin; or
 - any cleaning, repairing or restoring process;
- any claim for:
 - property more specifically covered elsewhere;
 - pedal cycles, motor vehicles, caravans, trailers or water craft;
 - Mobile phones and accessories;

- musical instruments, antiques, pictures or furs;
- cracking, scratching or breaking of glass (other than lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile items;
- perishable goods;
- contact lenses, dental or medical fittings or hearing aids;
- **personal money**, bonds, negotiable instruments, securities or documents (cover is available for some of these items under section **personal money**);
- **winter sports equipment**
- business equipment;
- golf equipment;
- sports equipment and accessories while in use;
- the cost of replacing any other pieces that form part of a set; or
- shortages due to error omission or depreciation in value or costs which are due to any errors or omissions on The Insured Person's **travel documents** and any costs incurred before departure or after The Insured Person's return home to country of domicile;
- the cost of replacement travel documents and any expenses for food or drink;
- The Insured Person's failure to obtain the required passport, visa or ESTA;

LOST BAGGAGE EXPENSES

WHAT IS PROVIDED?:

We will cover The Insured Person's up to the limit in the Insured Person's Benefits Schedule

SPECIAL CONDITIONS:

- If **the Insured Person's baggage** is lost while it is in the care of the rail company, the Insured Person must:
 - get a Property Irregularity Report within the time limit shown in their conditions of carriage to show how long **the Insured Person** were without **the Insured Person's** baggage; and
 - keep **the Insured Person's** tickets and luggage tags.
- **the Insured Person** must keep the receipts for any essential replacement items **the Insured Person** buys or hires.
- **We** will deduct the amount of any claim under this section (other than for hire costs)
 - from any claim **the Insured Person** makes for Baggage if the Insured Person's **baggage** is permanently lost.

WHAT IS NOT PROVIDED

We will not provide services or cover for:

- anything mentioned in the General Exclusions section of this Agreement;
- any claim for hire of winter sports equipment.
- any claim for hire of business equipment;
- any claim for **baggage** that is confiscated, detained or delayed by customs or other officials; or
- any claim for **baggage** that is lost on the day of **The Insured Person's** return home to **country of domicile**.

DELAYED DEPARTURE AND TRIP DISRUPTION EXPENSE

DELAYED DEPARTURE

We will pay **the Insured Person** up to the limit in **the Insured Person** Core Schedule of Services for reasonable additional travel expenses if **the Insured Person** is delayed by more than 4 hours in departing from **the Insured Person's country of domicile** or on the return leg of the Insured Persons Railaid Train Trip.

TRIP DISRUPTION EXPENSES

We will refund non-recoverable deposits and other pre-paid trip, accommodation costs, replacement ticket or alternative mode of transport journey costs incurred and or charges up to the maximum amount stated in the Schedule of Services, if after twelve (12) hours of Delayed Departure or the Insured Person also chooses to cancel their plane and booked Railaid Trip train Journey.

SPECIAL CONDITIONS

- The period of delay will be calculated from the date and time of departure of the Railaid high speed train trip from the station specified in **the Insured Person's** itinerary;
- **The Insured Person** must check in according to **the Insured Person's** itinerary and. provide us with **the Insured Person's** booking invoice and travel itinerary showing **the Insured Person's** scheduled departure times along with the actual departure times and reason for the delay from the carrier as well as any other supporting documents that **we** reasonably require in support of **the Insured Person's** claim;
- **The Insured Person** must provide receipts confirming any additional costs **the Insured Person** has incurred;
- **The Insured Person** must seek recompense from the train or travel operator where **the Insured Person** should be entitled to compensation (e.g. due to EU Passenger Rights);
- If **the Insured Person** are claiming for a missed international or train departure as a result of the vehicle in which **the Insured Person** are travelling being involved in an accident or breaking down, **the Insured Person** must get a report from the vehicle repairer or breakdown assistance provider;
- If **the Insured Person** booked **the Insured Person's** flight or accommodation with Avios or similar promotional schemes **we** will pay for the cost of replacing the used points or miles or, if replacing points or miles is not possible, a monetary alternative at the current published rate.

We will NOT provide services or cover for:

- any claim due to strike, industrial action or possible delay that had been announced or started either:
 - you became a **Insured Person** or
 - you booked the tripwhichever is the later;
- under more than one item of this Section.
- any expenses that **the Insured Person** can recover from elsewhere, such as compensation, assistance or refund that should be provided by **the Insured Person's** operator or travel agent. If **the Insured Person** should be entitled to such compensation **we** will not pay any claim unless **the Insured Person** provide evidence from them showing why such compensation was not given to **the Insured Person**
- anything mentioned in the General Exclusions section of this Agreement;
- any claim for any trip that is solely within **the Insured Person's country of domicile** ;
- any claim where **the Insured Person** have missed the check in time as shown on **the Insured Person's** travel itinerary;
- any claim for administration costs charged by **the Insured Person's** travel or accommodation provider for obtaining a refund for unused travel and accommodation charges;
- any claim for fees relating to timeshare properties, including management and maintenance fees but not exchange fees;
- any claim where **the Insured Person** are travelling in a vehicle that **the Insured Person** own and which has not been serviced and maintained in accordance with the manufacturer's instructions.

GENERAL EXCLUSIONS

There is no cover under Your Insurance:

- ✗ If You are travelling against the advice of a Medical Professional.
- ✗ If You are 70-years or older.
- ✗ For a Private Treatment/Recovery Room unless approved by Emergency & Claims Assistance Provider, or unless deemed Medically Necessary by a Medical Professional.
- ✗ If You are diagnosed with an Infectious/ Communicable Disease
- ✗ If Your emergency is in any way related to a Pre-existing Medical Condition.
- ✗ For any costs not pre-approved by Emergency and Claims Assistance Provider
- ✗ For any expenses incurred more than 12 (twelve) months after the date on which the Serious Medical Condition occurred.
- ✗ For medication and/or treatment which at the time of departure is known to be required or to be continued outside Your Country of Domicile, unless lost or stolen or delayed in transit.
- ✗ If the Insured Person does not take prescribed medication correctly.
- ✗ For suicide, attempted suicide or intentional self-injury.
- ✗ For any loss or expense which is in any way related to or arising from Your being intoxicated by alcohol or drugs.
- ✗ For any loss that is not directly associated with the Serious Medical Condition that caused the emergency. For example, loss of earnings due to being unable to return to work following a Serious Medical Condition happening while on a trip.
- ✗ For any claim against You for personal liability.
- ✗ For any loss or expense arising out of Your active participation in terrorism.
- ✗ For any loss or expense caused or contributed to by the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
- ✗ For any loss or expense resulting from Your exposure to nuclear reaction, radioactive contamination or chemical contamination.
- ✗ For elective medical treatment or treatments which are not Medically Necessary.
- ✗ For cosmetic or plastic surgery.
- ✗ If the Insured Person is travelling against the advice of a Medical Professional while waiting for treatment or is travelling for purposes of obtaining medical or dental treatment.
- ✗ For any loss or expense arising out of or consequent upon sexually transmitted diseases or viruses, including but not limited to, Human Immunodeficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivative or variations thereof however caused.
- ✗ If the Insured Person is in the third trimester of pregnancy (after the 186th (one hundred and eighty six) day).
- ✗ For any Serious Medical Condition where the primary diagnosis is psychiatric in nature, including mental or nervous disorders, anxiety, depression or Post Traumatic Stress Disorder (PTSD).
- ✗ For any loss or expense which resulted from You serving as an armed or unarmed combatant, or in an armed security role during a war (whether declared or not), invasion, armed conflict, police action or civil disorder.
- ✗ For any loss or expense resulting from You committing a criminal act.
- ✗ For any costs incurred in Your Country of Domicile.
- ✗ Emergency and Claims Assistance Providers shall not be deemed to provide Insurance or shall not be liable to pay any expense under this Insurance or provide any benefit hereunder to the extent that the provision of such Insurance, payment of such expense or provision of such benefit would expose Emergency and Claims Assistance Provider 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
- ✗ For any loss or expense arising out of Your active participation in manual work

GENERAL CONDITIONS

1. **Reciprocal Health Agreements:** In the event **You** are transported outside of Ukraine for medical treatment **You** may be entitled to medical treatment free of charge, or at a reduced cost, due to a reciprocal healthcare agreement (e.g. **Global Health Insurance Card (GHIC)** for European Union (EU) citizens/residents). **You** must take all reasonable steps to avoid or reduce any loss that may mean **You** have to request **Emergency Assistance** under this **Insurance**. (e.g., if **You** receive medical treatment in an EU country, **You** should produce Your **GHIC**).
2. **Medical Expenses:** In the event of an Emergency, **You** must first contact the **Emergency Assistance** provider whose details are listed on Page 3 (three) of the **Certificate of Insurance** to obtain authorisation from **Emergency & Claims Assistance Provider**. All approved medical expenses will be paid directly to the **Medical Facility**. No reimbursement of Medical Expenses will be paid directly to the **Insured Person**.
3. **Medical History:** **You** must provide all the documents **Emergency and Claims Assistance Provider** may reasonably require that **Emergency and Claims Assistance Provider** need to coordinate any request for Emergency Assistance, up to and including **Your** full medical history.
4. **Proof of Travel:** To validate your **Insurance** in the event that **Emergency Assistance** is required, **You** must provide all necessary documents to prove dates of travel, including but not limited to, Customs & Immigration stamps in **Your** passport and valid Visa documentation.
5. **Non-Transfer:** This **Insurance** may not be assigned or transferred to any other person.
6. **Government Restrictions:** **Insured Persons** must follow any Government Restrictions or Public Health warnings applicable to their intended destination(s).
7. **Emergency Assistance:** **You** should receive prior approval of **Emergency and Claims Assistance Provider** for all **Inpatient Hospitalisations**, evacuations and repatriations. If it is not reasonably possible to obtain prior approval, **Emergency and Claims Assistance Provider** must be contacted as soon as it is practical to do so.
8. **Limitations:** **Emergency and Claims Assistance Provider** shall not be under any obligation to provide **Emergency Assistance** for more than two requests within **Your** valid **Period of Insurance**. There will be a maximum of 2 requests per **Insured Person(s)** in each **Period of Insurance**.

Insured Persons shall be required to reimburse **Emergency and Claims Assistance Provider** for any services requested by the **Insured Person** or their **Designated Representative** and provided by **Emergency and Claims Assistance Provider** which are found not to qualify under these **Terms and Conditions**.

Emergency and Claims Assistance Provider shall not be obligated under any circumstances to reimburse a **Insured Person** or pay any third party service provider for any costs which have been arranged by the **Insured Person** or their **Designated Representative**, without prior authorization.

DUAL COVER

If at the time at which any **Serious Medical Condition or Crisis Event** occurs which results in a request for **Emergency Assistance** under this **Insurance**, there is another **Insurance**, insurance or service covering the same services, **Emergency and Claims Assistance Provider** will not pay more than their proportional share.

*Medical expenses will only be paid after any private medical insurance, social security, reciprocal health agreement (such as the **Global Health Insurance Card (GHIC)**), Ukraine State Health, Defense Base Act (DBA), or any other body that is bound to provide assistance or pay such costs has fulfilled their duties.*

CANCELLATIONS & REFUNDS

You have 14 (fourteen) days from the purchase date to cancel **Your Insurance** unless travel happens within the 14 (fourteen) days. A full refund will be given providing **You** have not requested **Emergency Assistance** and **Your Trip** has not started.

You can also cancel **Your Insurance** at any other time, **but Insurer** will not refund any part of **Your Insurance** fee as this will have to be reimbursed by the group insured.

The Insurer reserves the right to cancel for reasons that include, but are not limited to, non-payment of due **Insurance** fees, delays in the provision of documentation requested or are unable to provide **Insurance**, or claims payment to any person being on a sanctions list, or any form of misrepresentation or non-disclosure.

Cell Definition & Limitation Clause

The **Insurer** is a protected cell ("the Cell") of Opportuna Insurance PCC- International Risks Cell. Opportuna is a limited liability protected cell company registered in Guernsey, in terms of the Companies Guernsey Law, 2008 (the "Law") and regulated by the Guernsey Financial Services Commission. Opportuna's registration number is 68684 and its registered office is at Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 3WP.

The liability of Opportuna, acting in respect of the Cell, for any of its obligations under the Policy, is capped at and limited to the assets attributable to the Cell (as defined in the Law). Accordingly, the rights of the Insured under the Policy are limited solely to the assets attributable to the Cell and in no event shall there be any recourse to or liability on the part of (a) the cellular assets of other cells of Opportuna or (b) to the core assets of Opportuna (as defined in the Law). Opportuna has no obligation whatsoever to use any of its assets, other than the assets attributable to the Cell, to satisfy any claim or liability under the Policy. Furthermore, in the event that the assets attributable to the Cell are insufficient to fully discharge a claim under the Policy, the Insured will not be able to make or to join in making any application to any court for the winding up, administration or re-organisation of Opportuna or the Cell.

AUTHORISATION TO OBTAIN AND USE PERSONAL INFORMATION

As may be required by applicable law, Insured Person hereby authorises (i) the release to or from **Emergency & Claims Assistance Provider**, any **Company Contractor** and/or **Designated Representative** of any and all confidential **Insured Person** information, including but not limited to, financial information and protected health information (as may be defined by applicable law, such as medical records, histories, examinations and tests, medical images, photographs, x-rays, output data from medical devices and sound and video files) ("Personal Information"), and (ii) **Emergency and Claims Assistance Provider** and **Emergency and Claims Assistance Provider** contractors to use any and all such personal information in connection with providing services hereunder, in its sole discretion. The **Insured Person** agrees to provide and to otherwise assist **Emergency and Claims Assistance Provider** in obtaining personal information when requested by **Emergency and Claims Assistance Provider** and acknowledges and agrees that **Emergency and Claims Assistance Providers** shall not be obligated to provide services if **Emergency and Claims Assistance Provider** is not able to receive or release any necessary personal information required.

INFORMED CONSENT FOR TRANSPORT AND TREATMENT

Insured Person hereby gives informed consent for any transportation and medical care of **Insured Person** by **Emergency and Claims Assistance Provider** and/or **Emergency and Claims Assistance Provider** contractors contemplated by these **Terms & Conditions**, including consultations. **Insured Person** has been informed and understands the benefits and risks

associated with transport, medical care and telemedicine consultation (including potential technology risks, such as interruptions, unauthorised access and/or technical difficulties) that may be requested and/or provided under these **Terms & Conditions** and hereby consents thereto. **Insured Person** understands and agrees that medical care, including emergency care, may be initiated during transport by **Emergency and Claims Assistance Provider** and/or **Emergency and Claims Assistance Provider** contractors should such care become necessary in the professional judgment of **Emergency and Claims Assistance Provider** and/or **Emergency and Claims Assistance Provider** contractors. **Insured Person** agrees to read and execute all forms, waivers, releases and other necessary documents prior to receiving services under these **Terms & Conditions**, including but not limited to consultations. **Emergency and Claims Assistance Provider** shall not be obligated to provide services of any kind if all requested documents are not read and executed by **Insured Person**.

DATA PROTECTION & PRIVACY

The Insurer and Emergency and Claim Assistance Provider are committed to protecting your personal information and are committed to the principles of data security in the configuration of services. With Respect to GDPR we may use certain data that allows us to respond and handle Emergency Assistance and will never handle your data with external marketing services. We are committed to protect your personal information and we are committed to the principles of data security in the configuration of our services. As a data controller, we collect and process information about you and we also receive personal information from your booking agent including your email address, name and phone number, which enables us to issue and modify policies and process claims. We may share that data from time to time with insurers or contractors who may be outside of the European Union. We will never share your data with external marketing services. Our Privacy Policy outlines how we process your data, the data that we collect and the processes to undertake should you either wish to request a copy of your data, or remove consent for us to retain your data.

ENFORCEABILITY

If any portion or provision of these **Terms & Conditions** shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of these **Terms & Conditions**, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of these **Terms & Conditions** shall be valid and enforceable to the fullest extent permitted by law. never share **Your** data with external marketing services. **Emergency & Claims Assistance Provider**' Privacy Policy outlines how data is processed, the data that is collected and the processes to undertake should **You** either wish to request a copy of **Your** data or remove consent for **Emergency and Claims Assistance Provider** to retain **Your** data.

INDEMNITY

This insurance contract shall not indemnify for any actual or alleged liability for any fines, penalties, punitive damages, exemplary damages, aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

HOW TO MAKE A COMPLAINT:

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have a complaint in relation to this policy of insurance, refer **Your** complaint to:

STEP 1:

Email: complaints@internationalrisks.com

The relevant party will contact **You** within five (5) days of receiving **Your** complaint to inform **You** of what action they will take.

STEP 2:

Once **You** have received **Your** final response from **Us**, if **You** are still dissatisfied **You** may take up **Your** complaint with the Channel Islands Financial Ombudsman ('CIFO'), by visiting www.ci-fo.org and downloading a claims submission form.

Once completed, the form can be submitted to the CIFO by post to:

Channel Islands Financial Ombudsman
PO Box 114
Jersey, Channel Islands
JE4 9QG.

By email to: complaints@ci-fo.org

By fax to: +44 (0) 1534 747629

Opportuna Insurance Limited – International Risks PCC, is licensed by the Guernsey Financial Services Commission.

In any communication, please quote the policy number shown in the **Schedule**.

Making a complaint does not affect **Your** right to take legal action.

LAW AND JURISDICTION

This Insurance shall be governed by the Laws of England and Wales. The courts of England and Wales shall have sole jurisdiction in any dispute and/or legal matter arising herewith.