

## **TRAVEL INSURANCE POLICY WORDING**

This Insurance is only applicable to residents of the Republic of South Africa, Botswana, Lesotho, Namibia and/or Swaziland, for persons up to the age of 70 inclusive.

The **Schedule of Insurance** and policy wording must be read together as one document. **We** will insure **You** in terms of the conditions and exclusions as detailed in this policy and **Schedule of Insurance** whilst on a **Journey** when the full cost of **Your** departure and return **Public Conveyance** tickets has been debited to a valid credit card issued by FirstRand Bank Limited (which has been specifically nominated to by the Bank).

Payment is limited to the amount appropriate to the benefit shown on **Your** Schedule of Insurance. **We** have the option to pay, replace or repair (or any combination of these) when compensating **You**. In respect of Section 04, Sub Section 04.1 cover commences on the date **You** purchased **Your Public Conveyance** ticket but no longer than six months prior to **Your** departure.

### **SECTION 01: EMERGENCY MEDICAL AND RELATED EXPENSES**

If **You** require emergency medical treatment as a result of accidental bodily injury, illness or disease, **We** will insure **You** for **Reasonable and Customary Medical Expenses** including hospital and out-patient treatment and prescription medication.

If **You** require emergency dental treatment **We** will insure **You** for **Reasonable and Customary Dental Expenses** for the immediate relief of pain and / or emergency repair to restore dental function.

## **01.1 RELATED EXPENSES**

### **01.1.1 MEDICAL TRANSPORTATION, REPATRIATION AND EVACUATION**

If **You** require medical transportation as determined, agreed and arranged by the **Assistance Company**, **We** will pay for **Your** transfer to a medical facility to obtain necessary treatment and / or repatriation to **Your Country of Residence**.

### **01.1.2 COMPASSIONATE EMERGENCY VISIT**

If **You** are travelling alone and are hospitalised **We** will pay for reasonable additional accommodation and travelling expenses (but excluding telephone calls, meals, taxis and beverages) necessarily incurred by **Your Spouse** or next of kin who, on the advice of a medical practitioner appointed by **Us** travels to and remains with **You** until **You** are fit to resume the **Journey** or return to **Your Country of Residence**, whichever occurs first.

### **01.1.3 REPATRIATION OF CHILDREN**

If **Your Accompanied Children** are left stranded in the event of **Your** hospitalisation, repatriation or death, **We** will arrange and pay for their transportation back to their **Country of Residence** with a qualified escort if necessary, provided they are also insured by **Us**.

### **01.1.4 REPATRIATION OF TRAVEL COMPANION**

If **Your Travelling Companion** is left stranded in the event of **Your** hospitalisation, repatriation or death, **We** will arrange and pay for their transportation back to their **Country of Residence** with a qualified escort if necessary provided they are also insured by **Us**.

### **01.1.5 BURIAL, CREMATION OR RETURN OF MORTAL REMAINS**

In the event of **Your** death, **We** will pay the reasonable costs in respect of funeral, burial or cremation expenses in the country where **Your** death occurred

or the reasonable costs of returning **Your** body or **Your** ashes to **Your Country of Residence**.

#### **01.1.6 HOSPITAL INCONVENIENCE BENEFIT**

If **You** are on a **Journey** and **You** are hospitalised for at least 24 hours or more, **We** will pay **You** a daily inconvenience benefit for each complete 24 hours **You** remain in hospital.

#### **SECTION 01: EXCLUSIONS**

**We** will not pay for any claim arising from:

- a. pregnancy or childbirth from the 1st day of the 26th week of pregnancy;
- b. **Pre-Existing Medical Conditions** other than the cover provided under Pre-Existing Emergency medical and Related Expenses (Section 02);
- c. treatment that **Your** medical advisors are aware will arise during the **Journey** or where **Your** medical advisor has advised against travel;
- d. **You** travelling abroad to seek medical treatment;
- e. cardiovascular, vascular, cerebrovascular or cardio respiratory conditions if **You** are over the age of 70 years;
- f. Investigatory treatment that is not specified by a medical practitioner appointed by **Us** as immediately necessary;
- g. physiotherapy/ chiropractic charges exceeding R1 000 unless treatment is received whilst **You** are hospitalised;
- h. any procedures relating to dental or oral hygiene;

#### **SECTION 01: CONDITIONS**

- a. **You** must obtain **Our** or the **Assistance Company's** prior authorisation before incurring any expenses over R10 000. Failure to do so will result in **Our** liability being limited to R10 000.
- b. Should the **Assistance Company** determine that **You** are capable of being repatriated to **Your Country of Residence** and **You** choose not to

be repatriated then all expenses from that date onwards, will be for **Your** own account.

- c. In the event of any transport or repatriation arranged by **Us We** reserve the right to utilise **Your** original travel tickets and any refund from unused tickets belongs to **Us**.

## **SECTION 02: PRE-EXISTING EMERGENCY MEDICAL AND RELATED EXPENSES**

If as a sudden and unexpected acute onset of a **Pre-existing Medical Condition** **You** require emergency medical treatment, **We** will insure **You** for **Reasonable and Customary Medical Expenses** incurred whilst in-hospital

### **02.1 RELATED EXPENSES**

#### **02.1.1 MEDICAL TRANSPORTATION AND REPATRIATION**

If **You** require medical transportation as determined, agreed and arranged by the **Assistance Company**, **We** will pay for **Your** transfer to a medical facility to obtain necessary treatment and / or repatriation to **Your Country of Residence**.

#### **02.1.2 BURIAL, CREMATION OR RETURN OF MORTAL REMAINS**

In the event of **Your** death, **We** will pay the reasonable costs in respect of funeral, burial or cremation expenses in the country where **Your** death occurred or the reasonable costs of returning **Your** body or ashes to **Your Country of Residence**.

## **SECTION 02: EXCLUSIONS**

**We** will not pay for any claim arising from:

- a. pregnancy or childbirth from the 1st day of the 26th week of pregnancy;
- b. treatment that **Your** medical advisors are aware will arise during the **Journey** or where **Your** medical advisor has advised against travel;

- c. investigatory treatment that is not specified by a medical practitioner appointed by **Us** as immediately necessary;
- d. expenses **We** are prohibited by law from paying in terms of any current legislation;
- e. the following conditions if **You** are Human Immunodeficiency Virus (H.I.V.) positive or have Acquired Immune Deficiency Syndrome (A.I.D.S.):
  - Kaposi's Sarcoma
  - Pneumocystic Carinii
  - Tuberculosis
  - Cytomegalovirus (C.M.V.)
  - Cryptococcal Meningitis
  - Disseminated Herpes and/or Shingles Human
- f. any person over the 70.

## **SECTION 02: CONDITIONS**

- a. **You** must obtain **Our** or the **Assistance Company's** prior authorisation before incurring any expenses over R10 000. Failure to do so will result in **Our** liability being limited to R10 000.
- b. Should the **Assistance Company** determine that **You** are capable of being repatriated to **Your Country of Residence** and **You** choose not to be repatriated then all expenses from that date onwards, will be for **Your** own account.
- c. In the event of any transport or repatriation arranged by **Us We** reserve the right to utilise **Your** original travel tickets and any refund from unused tickets belongs to **Us**.
- d. You must be hospitalised as an in-patient for 48 hours in order to claim under this section.
- e. Pre-Existing Medical Cover (Section 02) is in excess of any other cover already provided by other policies of insurance, Credit Card insurance other than provided by First Rand Limited, Statutory Insurance or Medical Aid Schemes or Medical Insurance.

- f. If **You** are Human Immunodeficiency Virus (H.I.V.) positive or have Acquired Immune Deficiency (A.I.D.S.), **Your** medical related expenses are restricted to an overall indemnity limit of R500 000.

### **SECTION 03: ACCIDENTAL DEATH AND PERMANENT TOTAL DISABLEMENT**

If **You** suffer bodily injury by accidental, external, violent and visible means which directly and independently of any other cause, results within twelve months in Death or **Permanent Total Disablement** (as detailed in the schedule below) **We** will pay the appropriate compensation to **You, Your** estate or nominated beneficiary in accordance with the **Schedule of Benefits**.

If **You** suffer an injury or die as a direct result of exposure to the elements of nature, resulting from a mishap to the conveyance in which **You** are travelling, **We** will pay the appropriate compensation to **You, Your** estate or nominated beneficiary.

If **You** disappear and it is reasonable for **Us** to believe that **You** may have died due to accidental bodily injury, **We** will pay the appropriate compensation to **Your** estate or nominated beneficiary. Payment is conditional upon a waiting period of 12 months and will only be made once the person or persons to whom such sum is to be paid have signed an undertaking to refund such sum to **Us** if **You** are subsequently found to be living.

#### **SCHEDULE OF BENEFITS**

Percentage of Limit of Liability

- a. Death 100%
- b. Loss by physical separation at or above the wrist or ankle of one or more limbs 100%

- c. Total, permanent and irrecoverable loss of hearing in one and/or both ears  
100%
- d. Total, permanent and irrecoverable loss of sight in one and/or both eyes  
100%
- e. Permanent and total loss of speech 100%

### **SECTION 03: EXCLUSIONS**

**We** will not pay for any claim resulting from:

- a. airline crew during the course of their employment;
- b. travel in any single engine aircraft;
- c. travel in any helicopter unless when utilised as a connecting flight by a scheduled airline.

### **SECTION 03: CONDITIONS**

- a. Permanent total loss of use of a limb shall be treated as loss of a limb.
- b. In the event of compensation becoming payable under more than one benefit, the total amount payable shall not exceed 100% of the Limit of Liability for each Insured person.
- c. In the event of travel in any chartered aircraft with more than 20 seats, the Limit of Liability is restricted to 25% in respect of each Insured person.
- d. In the event of the death of a minor child, the limit of compensation is as defined in terms of the current Act 53 of the Short Term Insurance Act of 1998:
  - i. A minor age 0 – 6 years: R10 000
  - ii. A minor aged 6 – 14 years: R30 000
- e. The maximum known accumulation in respect of any benefits payable in respect of any one accident or series of accidents under this section shall be limited to R5 000 000 (five million rand) per valid First Rand Limited Credit Card.

## **SECTION 04: JOURNEY CANCELLATION, JOURNEY CURTAILMENT AND TRAVEL DELAY**

### **04.1 JOURNEY CANCELLATION**

If **You** cancel **Your Journey** prior to departure as a result of:

- a. unexpected death or sudden illness or injury of **You, Your Travelling Companion**, a member of **Your Immediate Family** or **Business Associate** and as deemed necessary by a medical practitioner appointed by **Us**;
- b. the non availability of the person that is in charge of **Your** minor or disabled children due to such person's unexpected death, illness or injury within 30 days prior to the date of the insured journey;
- c. a **Traumatic Event** within 14 days prior to departure;
- d. accidental damage or burglary to **Your** main residence likely to result in a loss in excess of R100 000;
- e. theft or loss of **Your** travel documents causing unavoidable cancellation; then **We** will pay for, or reimburse **You** the non refundable portions of travel and/or accommodation arrangements paid by **You** or for which **You** are legally liable.

### **04.2 JOURNEY CURTAILMENT**

If **Your Journey** is curtailed or extended as a result of:

- a. unexpected death or sudden illness or injury of **You, Your Travelling Companion**, a member of **Your Immediate Family** or **Business Associate** and as deemed necessary by a medical practitioner appointed by **Us**;
- b. the non availability of the person that is in charge of **Your** minor or disabled children due to such person's unexpected death, illness or injury within 30 days prior to the date of the insured journey;
- c. a **Traumatic Event**;



- d. accidental damage or burglary to **Your** main residence likely to result in a loss in excess of R100 000;
- e. theft or loss of **Your** travel documents causing unavoidable curtailment; then **We** will pay for or reimburse **You** the non refundable portions of travel and/or accommodation arrangements paid by **You** or for which **You** are legally liable and the reasonable additional travel and accommodation expenses (three star accommodation and economy class travel expenses) incurred by **You** to return to **Your Country of Residence**.

### **04.3 TRAVEL DELAY**

If the scheduled departure of **Your Public Conveyance** transport is delayed for at least 12 hours, due to any fortuitous cause outside **Your** control, **We** will reimburse **You** for reasonable expenses incurred for meals, drinks, travel costs, accommodation and the like if your carrier does not provide them. This is not a cash benefit and **You** must provide **Us** with receipts for all purchases when making a claim under this section.

### **SECTION 04: EXCLUSIONS**

**We** will not pay for any claim arising from:

- a. disinclination to proceed or financial circumstances or government prohibition;
- b. the inability of any tour operator or wholesaler to complete arrangements for a group due to a deficiency in the number of persons required to commence or complete any part of the tour;
- c. default of any transport or accommodation provider, travel agency or tour operator, or any person acting as an agent of **Yours**;
- d. pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof;
- e. costs of resuming the **Journey** ;
- f. non-admittance into any country by the authorities;

- g. vascular, cardiovascular or cerebrovascular conditions if **You, Your Travelling Companion, a member of Your Immediate Family, Business Associate** or the person with whom You had intended to stay are over the age of 70 years;
- h. costs associated with treatment that **You** or persons described in Section 4 are receiving at the date of issue of this policy or whose medical advisors are aware will arise during the **Journey**;
- i. the cancellation of the **Journey** on request of **Your Spouse**, parent or employer;
- j. weather conditions;
- k. **You** not having the required and / or valid and /or correct travel documents, or visas;
- l. treatment or advice that **You, Your Travelling Companion**, a member of **Your Immediate Family** or **Business Associate** or the person with whom **You** had intended to stay are receiving at the date of issue of this policy or whose medical advisors are aware will arise during the **Journey**;
- m. the cancellation of the **Journey** on request of **Your Spouse**, parent or employer;
- n. weather conditions, with the exception of claims made against Section 04.3;
- o. **You** not having the required and/or valid and/or correct travel documents, or visas;
- p. **Pre-Existing Medical Conditions**;
- q. **You, Your Travelling Companion**, a member of **Your Immediate Family, Business Associate** or the person with whom **You** intended to stay are over the age of 80 years.

#### **SECTION 05: PERSONAL LIABILITY**

If **You** become legally liable for accidental death, accidental bodily injury, illness of any person or loss or damage to property, **We** will pay for claims made against

**You** for any event/s caused by the original occurrence. This amount includes any legal costs recoverable from **You** by the claimant/s and other expenses incurred with **Our** consent.

#### **SECTION 05: EXCLUSIONS**

**We** will not pay for any claim arising from:

- a. liability arising from **Your** wilful, malicious or criminal activity;
- b. liability for damage to property which is in **Your** care, custody or control;
- c. any liability where indemnity is provided under any other insurance;
- d. liability for death, bodily injury or illness of any member of **Your** family, **Travelling Companion, Business Associate** or an employee (or deemed by law to be an employee) of **You** or **Your** business;
- e. liability arising from the conduct by **You** of any profession, trade or business or the use or ownership by **You** of any mechanically propelled vehicle, aircraft or waterborne craft;
- f. liability that arises under a contract or agreement entered into by **You**, but not excluding liability which would have attached in the absence of such an agreement;
- g. liability for fines, penalties or punitive damages.

#### **SECTION 05: CONDITIONS**

No admission, offer, promise or payment shall be made by **You** without **Our** written consent. **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** name, the defence and/or settlement of any claim, or to prosecute in **Your** name, for **Our** own benefit, any claim for indemnity or damages or otherwise against any person and shall have full discretion in conducting such proceedings or in settling any claim. **We** may at any stage of the proceedings pay to **You** the full amount of **Our** liability under this policy in respect of any claim and shall thereupon not be responsible for any loss alleged to have been sustained in consequence of any action or omission in connection with the prosecution of such claims or proceedings.

## **SECTION 06: HIJACK, HOSTAGE, OR WRONGFUL DETENTION INCONVENIENCE**

If a **Public Conveyance** in which **You** are travelling is **Hijacked** or if **You** are held hostage or if **You** are held in wrongful detention **We** will pay **You** an inconvenience benefit.

### **SECTION 06: EXCLUSION**

**We** will not pay for any claim arising from:

- a. **You** being held hostage or being wrongfully detained by any member of **Your** family or **Travelling Companion** or **Business Associate**, employer or employee.

### **SECTION 07: LEGAL EXPENSES**

If **You** are imprisoned or threatened with imprisonment, **We** will assist **You** in locating and appointing legal counsel and pay for legal expenses incurred by **You**.

### **SECTION 07: EXCLUSIONS**

**We** will not pay for any claim arising from:

- a. legal practitioners not licensed or authorised to provide counsel;
- b. the pursuit of a claim against a tour operator, travel agent, **Assistance Company**, conveyance carrier, **Us** or any agent of **Ours** or **Our Assistance Company**;
- c. legal advice or expenses incurred as a result of a legal action brought against **You**, or **Us** by a relative, **Business Associate** or employee of **Yours**;
- d. any criminal or illegal act intentionally committed by **You**.

### **SECTION 08: LUGGAGE**

## **08.1 LUGGAGE**

If **You** luggage, clothing or **Personal Effects** are accidentally lost, stolen or damaged **We** will indemnify **You** by payment, replacement or repair (at **Our** option) subject to the following:

- a. there is a limit of R1 000 for any single item of luggage or **Personal Effects**;
- b. a camera, it's lenses and fittings and the camera case shall be deemed to be a single item;
- c. a mobile phone / satellite phone and its fittings (including photographic fittings) shall be deemed to be a single item and is limited to R1 000;
- d. a laptop, palmtop or similar personal computer and any fittings and/or accessories including but not limited to software , battery charger, adapter and case shall be deemed to be a single item;
- e. golf clubs, golf bags and golf equipment will be deemed to be a single item;
- f. spectacles, sunglasses, contact lenses are limited to R1 000 per pair;
- g. jewellery and its attachments shall be deemed a single item.

## **08.2 LOSS OF CASH AND/OR TRAVEL DOCUMENTS**

**We** will reimburse **You** in respect of accidental loss of or damage to personal Cash (meaning bank and currency notes and, coins), and non-refundable accommodation vouchers, prepaid and non refundable entertainment tickets, the reissuing cost of existing travel tickets, traveller's cheques, credit cards, visas, passports and vouchers.

## **SECTION 08: EXCLUSIONS**

**We** will not pay for any claim arising from:

- a. delay, detention, destruction or confiscation by customs officials or other authorities;

- b. the contractual obligations resulting from the loss of a mobile or a satellite phone;
- c. loss or damage to a mobile or satellite phone and its fittings, unless personally carried with **You**;
- d. theft from an unattended motor vehicle unless such property is securely locked in the boot and entry to the vehicle is gained by visible, violent and forcible means;
- e. loss of trade samples;
- f. wear and tear, mildew, rust or corrosion, the action of insects, moth or vermin or whilst clothing or **Personal Effects** are being cleaned, dry-cleaned, dyed, altered or repaired;
- g. loss or damage to fragile or brittle articles (other than cameras, binoculars and spectacles) unless caused by fire or accident to the transport in which they are being carried;
- h. mechanical or electrical breakdown or derangement;
- i. loss or damage to bonds, stamps, negotiable instruments, manuscripts, deeds, securities or any kind of bullion;
- j. loss or damage to sporting equipment or tools of trade whilst in use;
- k. any claim that has not been reported to the police or transport carrier immediately and a written police or irregularity report obtained;
- l. loss or damage to unaccompanied luggage.

#### **SECTION 08: CONDITIONS**

- a. **You** must take all reasonable precautions to minimise any loss and not abandon any damaged property;
- b. **You** must always exercise reasonable care for the safety, security and supervision of property at all times and must not leave property in an unattended public place, unlocked building or unattended, unlocked vehicle;
- c. **You** must always attempt to make a recovery from the airline and never leave an airport with a damaged suitcase and/or one that has been

- tampered with and/or had items removed or damaged, unless it has been reported to the carrier and a written report obtained;
- d. **You** must immediately report all losses attributable to theft or vandalism to the local police authorities and provide Us with a written acknowledgement of the report contained;
  - e. All jewellery, cash and documents must be carried on **You** or locked in a safety deposit box;
  - f. Any electronic equipment (including but not limited to cameras, cellular phones, satellite phones, navigation systems and/or laptops) must accompany **You** as hand / cabin baggage.

#### **SECTION 09: LUGGAGE DELAY**

If **Your** luggage has been delayed, misdirected or temporarily misplaced for a period in excess of 12 hours, **We** will reimburse the cost of purchasing emergency essential items of clothing and **Personal Effects**.

Written proof of delay from the transport provider must be submitted with any claim along with receipts in support of the purchase of emergency, essential items of clothing and **Personal Effects**.

#### **SECTION 09: EXCLUSIONS**

**We** will not pay for any claim arising from:

- a. **Your** failure to check in according to the scheduled times;
- b. delay, detention, destruction or confiscation by customs officials or other authorities;
- c. delayed luggage at **Your** final destination.

#### **SECTION 10: SPORTS EXTENSION (OPTIONAL BENEFIT AT AN ADDITIONAL PREMIUM)**

If **You** require emergency medical treatment as a result of accidental bodily injury whilst participating in a hazardous or professional sporting activity and/or tournament and/or organised event, **We** will insure **You** under Emergency Medical and Related Expenses (Section 01).

## **SECTION 10: EXCLUSIONS**

**We** will not pay for any claim arising from:

- a. sprains and strains;
- b. physiotherapy unless administered whilst You are hospitalised;
- c. Personal Liability (Section 05)
- d. Accidental Death and/or Permanent Total Disablement (Section 03)

## **SECTION 11: EMERGENCY ASSISTANCE SERVICES**

a. **Medical Referral**

The **Assistance Company** will endeavour to arrange for medical attention and hospitalisation if necessary.

b. **Medical Monitoring**

The **Assistance Company** will endeavour to provide continued medical monitoring of **Your** condition if necessary.

c. **Emergency Medicine**

If special medicines are unobtainable locally, the **Assistance Company** will endeavour to assist **You** with obtaining and despatching these medicines.

d. **Evacuation**

When medical facilities are not available locally, the **Assistance Company** will endeavour to arrange emergency evacuation under constant medical supervision by whatever means necessary to the nearest facility capable of providing the required care.

e. **Repatriation**



In the event of **Your** repatriation home, the **Assistance Company** will endeavour to make all necessary arrangements.

f. **Return of Mortal Remains**

In the event of **Your** death, the **Assistance Company** will endeavour to assist **with** obtaining clearances and arrangements for the return of the remains.

g. **Transmission of Urgent Messages**

The **Assistance Company** will endeavour to transmit urgent messages on behalf of or to **You** in the event of a medical or travel problem.

h. **Embassy Referral**

The **Assistance Company** will endeavour to provide **You** with relevant details of diplomatic representatives wherever possible.

i. **Emergency Travel and Accommodation Arrangements**

The **Assistance Company** will endeavour to provide all reasonable, possible and practical assistance in arranging for emergency alternative accommodation and onward or return transportation if necessary.

j. **Legal Assistance:**

The **Assistance Company** will endeavour to locate a source of legal counsel and if necessary an advance of funds for bail. The bail funds or bonds are **Your** responsibility.

k. **Blood Care Foundation:**

The **Assistance Company** will facilitate obtaining screened blood from the Blood Care Foundation.

**GENERAL EXCLUSIONS APPLYING TO THE ENTIRE POLICY:**

**We** will not pay for any claim arising from:

- a. **Your** participation in motor cycling except as a driver of a motor cycle with an engine capacity of 200cc or less, provided that **You** hold a current legal motor cycle driver's licence. When **You** are the passenger, the driver must hold a current legal motor cycle licence and cover is limited to motor cycles with an engine capacity of 200cc or less;

- b. **You** participation in underwater diving involving the use of any artificial breathing apparatus, unless **You** hold an open water diving certificate or are diving under the supervision of a qualified instructor;
- c. **You** participation in any hazardous or professional sport or activity, other than cover provided under Section 10: Sports Extension, including but not limited to hunting, racing (other than on foot), any organised bodily contact sport, football, rugby, hang gliding, skydiving/parachuting, white water rapid rafting, ski jumping, guided glacier walking, mountaineering using ropes, crampons, ice axes or guides and potholing or where **You** are required to acclimatise to altitude;
- d. consequential loss, loss of enjoyment or financial loss or expense not specifically covered in this policy;
- e. psychiatric, psychological or emotional illness of any kind, suicide, attempted suicide, deliberate self-injury, insanity, depression, stress, the effect of excessive use of alcohol or drugs or any similar syndrome;
- f. sexually transmitted disease;
- g. the following conditions if **You** are Human Immunodeficiency Virus (H.I.V.) positive or have Acquired Immune Deficiency Syndrome (A.I.D.S.):
  - Kaposi's Sarcoma
  - Pneumocystis Jirovecii
  - Tuberculosis
  - Cytomegalovirus (C.M.V.)
  - Cryptococcal Meningitis
  - Disseminated Herpes and/or Shingles Human
- h. flying or air travel of any kind other than:
  - i. on a flight arranged by the **Assistance Company** or;
  - ii. flying as a passenger in any fully licensed passenger carrying aircraft (but not as a member of the crew) and not for purpose of undertaking any trade or technical operation therein;

- i. any child born whilst on a **Journey**;
- j. manual work in connection with a business or a trade, including any person who is contracted or employed to drive a commercial vehicle;
- k. any unlawful act committed by **You** or **You** not being honest and frank with all answers, statements and submissions made in connection with any claim on this policy;
- l. **Your** wilful exposure to or active participation in war, invasion, act of foreign enemy, hostilities (whether war be declared or not), **Riot, Civil Commotion**, civil war, rebellion, revolution, insurrection, military or usurped power or any foreseeable act of any person acting on behalf of or in connection with any organisation with activities towards the overthrow by force of any Government (whether with legal authority or not) or any foreseeable act of **Terrorism** or violence;
- m. loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or other loss directly or indirectly caused by or contributed to or arising from ionising radiation or contamination by radio activity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self sustaining process of nuclear fission;
- n. or in any way caused or contributed to by an act of war or **Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent;
- o. **You** travelling with the intention of emigrating;
- p. **You** engaging in or taking part in armed forces service or operations;
- q. persons to whom a **Terminal Prognosis** has been given;
- r. **Your** deliberate exposure to exceptional danger (except in an attempt to save human life);
- s. non-admittance into any country by the authorities.

## **GENERAL CONDITIONS APPLYING TO THE ENTIRE POLICY:**

It is a condition precedent to liability that:

- a. **You** must be healthy and fit to travel;
- b. **You** will not be insured when **You** are travelling against medical advice or when **You** are travelling with the intention of obtaining medical treatment abroad;
- c. if **You** are travelling on a sea faring vessel the **Assistance Company** will endeavour to provide emergency services from the nearest port or harbour;
- d. claims must be notified promptly and submitted no later than 60 days along with the requested supporting documentation after return to **Your Country of Residence**. The costs of submitting claims and obtaining supporting documentation as **We** may require shall be borne by **You**;
- e. all claims other than Emergency Medical and Related Expenses (Section 01) are only payable in the Republic of South Africa in South African Rand on **Your** return to **Your Country of Residence**;
- f. **You** must observe all of the policy conditions insofar as they relate to anything to be done by **You**;
- g. **We** may at **Our** expense and in **Your** name, pursue any actions available to obtain a claim recovery and **You** must provide **Us** with relevant details of any other applicable insurance or cover;
- h. if **You** are Human Immunodeficiency Virus (H.I.V.) positive or have Acquired Immune Deficiency Syndrome (A.I.D.S.), **Your** medical related expenses are restricted to an overall indemnity limit of R500 000;
- i. whilst this policy operates on a first response basis, if any claim under this policy is covered by any other policy or policies of insurance or credit card insurance or medical aid schemes or medical insurance, the cover provided by this policy will be deemed to be in excess of the cover already provided by any of the aforementioned policies or benefits. This condition does not apply to Section 03;

- j. where **You** have purchased additional policies from **Us**, **Our** maximum payment will never be more than the maximum Limit of Liability as stated on the policy with the highest benefits. This does not apply if **You** have purchased the optional Optimum Cover;
- k. **We** reserve the right to commence or take legal proceedings in **Your** name for the settlement or defence of any claim or to prosecute any other party to recovery compensation (including legal costs) in respect of any cover provided by this insurance. Any amount recovered shall belong to **Us**;
- l. in all cases the monetary limits shown in the policy are deemed to be South African Rand;
- m. **You** reimburse **Us** within 30 days of receiving a written request to defray any expense for which **We** are not responsible;
- n. this insurance shall be governed by the Laws of the Republic of South Africa. South African Courts shall have sole jurisdiction in any dispute and/or legal matter arising hereunder;
- o. any summons, notice or process to be served upon **Us** for the purpose of instituting any legal proceedings against **Us** in connection with this insurance must be served upon Travel Insurance Consultants (Pty) Ltd, 5th Floor, 296 Kent Avenue, Randburg, 2196 who have authority to accept notice on **Our** behalf;
- p. **You** are a resident of the Republic of South Africa, Botswana, Lesotho, Namibia and / or Swaziland;
- q. **You** have purchased **Your** full **Public Conveyance** tickets, that is departure and return tickets, with a valid First National Bank, Wesbank, kulula and/or Clicks ClubCard credit card and/or Rand Merchant Bank credit or debit card;
- r. **You** qualify for the travel insurance if **You** are the cardholder and/or an **Immediate Family** member and/or **Travel Companion** of the cardholder of the aforementioned credit cards;

- s. the maximum number of travellers per cardholder, per **Journey** is 8 for Consumer cardholders and 10 for Corporate/Lodge cardholders;
- t. **Your Journey** commences and ends in **Your Country of Residence**;
- u. **You** are not aware of any reason why the **Journey** should be cancelled or abandoned;
- v. cover cannot be granted for a period in excess of 90 days;
- w. **Our** liability is limited to 365 days from the date a valid claim occurs in the period of insurance;
- x. the maximum age limit is 70 years.

## **DEFINITIONS**

For the purpose of this policy the following definitions apply:

**Accompanied Children:** **Your** dependent children not in full-time employment and under the age of 21 years or under the age of 25 provided they are in full time education who are travelling with **You** on the **Journey**.

**Assistance Company:** Shall mean the Company whom **We** have authorised to assist, coordinate and negotiate claims.

**Business Associate:** A partner or director.

**Civil Commotion:** An uprising amongst a mass of people whose wild or irregular action leads to a serious and prolonged disturbance to civil order whilst not attaining the status given to war or armed insurrection.

**Country of Residence:** **Your** place of usual domicile within the Republic of South Africa, Botswana, Lesotho, Namibia and / or Swaziland.

**Immediate Family: Spouse**, parent, legal guardian, step parent, grandparent, grandchild, in-law (son, daughter, sister, brother or parent), natural or adopted child, brother, sister, step brother, step sister, half brother or half sister.

**Journey:** A trip which begins during the period of insurance for the purpose of proceeding to the point of embarkation and commences when **You** exit through passport control from **Your Country of Residence** and ceases when **You** enter passport control on **Your** return to **Your Country of Residence**, for a maximum duration of 90 days.

In respect of a local **Journey** the trip begins during the period of insurance for the purpose of proceeding to the point of embarkation and commences when **You** board a **Public Conveyance** Carrier and ceases when **You** return to the original point of embarkation, for a maximum of 90 days.

**Permanent Total Disablement:** Shall mean disablement which entirely prevents **You** from following **Your** usual occupation or any other occupation for which **You** are fitted by knowledge and training, which lasts 12 months and at the end of that period is beyond hope of improvement, or **You** being permanently bedridden.

**Personal Effects:** Spectacles, dentures, purses, wallets, cosmetics and other **Personal Effects** normally carried on the person.

**Pre-Existing Medical Conditions:** Treatment or advice that is being received at the date of departure of **Your Journey** or any recurring, chronic or continuing illness or condition or costs associated to conditions or treatment or advice received during the six months prior to the departure of **Your Journey**.

**Public Conveyance:** A scheduled or chartered conveyance licensed to carry passenger in which **You** are travelling as a fare-paying passenger but excluding any taxis, motorcycles, hired motor vehicles, single engine aircraft and/or helicopters.

**Reasonable and Customary Medical / Dental Expenses:** means the charges which:

- a. are medically required for treatment of a covered illness or injury;
- b. do not exceed the charges normally levied for similar treatment, supplies or medical services in the locality where the expenses are incurred;
- c. do not exceed the charges for treatment that would have been made if no insurance existed.

**Riot:** a form of civil disorder characterized by disorganised groups lashing out in a sudden and intense rash of violence, vandalism or other crime.

**Schedule of Insurance:** The sections of cover and respective limits of liability.

**Spouse: Your** husband or wife or common-law husband or wife or partner (the person who has been residing with **You** and who has been publicly represented by **You** as **Your** husband or wife or partner).

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

**Travelling Companion:** The person who is sharing travel and accommodation arrangements with **You**.

**Terminal Prognosis:** A medical practitioner has declared **You** terminally ill and given **You** a limited life expectancy.



**Traumatic Event:** Serious personal trauma experienced by **You** or a member of **Your** immediate family involving kidnap, carjack, rape, armed robbery at home or violent assault.

**We, Us, Our, Insurer:** Travel Insurance Consultants (Pty) Ltd and/ or Santam Limited.

**You, Your:** Means the individual named on the **Schedule of Insurance** and / or the individual named on the **Public Conveyance** ticket whose **Journey** has been debited, in full to a valid credit card issued by FirstRand Bank Limited (which has been specifically nominated by the Bank).

### **Complaints resolution process**

Travel Insurance Consultants (TIC) has in place a complaints resolution policy. Should you have any complaints a copy of this procedure can be obtained from TIC on + 27 11 521 4000.

## **DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS**

Important Disclosure Notice and other Legal Requirements. Please read carefully as this Notice does not form part of the Insurance Contract or any other document.

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

- Your Intermediary (Insurance Broker / Agent First Link Insurance Brokers  
Anerley Park  
7 Anerley Road  
Parktown  
2193
- Name, physical address and postal address and telephone number of your intermediary is reflected on your Schedule of Insurance

- The company has no shareholding in the Insurer
- Whether or not the intermediary is in possession of professional indemnity insurance
- Commission paid by the Insurer to the intermediary is 20%
- TIC is in possession of the required written mandates to act on the Insurer's behalf
- TIC holds professional and fidelity cover
- TIC holds Category 1 Financial Services Licence number FSB15592 and is authorised to provide Financial Service with respect to Short-Term Insurance: Personal Lines and Commercial Lines

### **Your underwriting Manager and Compliance Officer**

Travel Insurance Consultants (Pty) Limited (TIC)

5th Floor, 296 Kent Avenue, Randburg, 2194

Tel: + 27 11 521 4000, Fax: + 27 11 521 4002

PO Box 3337, Cramerview, 2060

### **Your Insurer/Underwriter**

Santam limited

Located at: 1 Sportica Crescent, Tygervalley, Bellville, 7530

Tel: + 27 21 915 7000, Fax: + 27 21 914 0700

PO Box 3881, Tygervalley, 7536

Compliance Department: + 27 21 915 7000 (Type of policy: Travel Insurance)

### **How to report a claim:**

In the event of an emergency claim where assistance is required, contact the Assistance Company using the emergency number provided at the back of your policy schedule.

**You** will be required to supply the following:

- Details of the event which has given rise to the claim.

- Your policy details such as policy number and name.
- Information and proof in support of the claim.
- You may make no admission or statement of liability or make any offer to any other party involved. You must obtain the Assistance Company's prior authorisation before incurring any expenses over R10 000. Failure to do so will result in Our liability being limited to R10 000. For all other claims contact the claims administrator as detailed in the policy wording.

**Other important information:**

The policy wording and schedule must be read as one document. If You need advice on any aspect of your policy, first amounts payable (excesses) or the claims procedures please contact Travel Insurance Consultants on +27 11 521 4000. You will be informed of any material changes to the information contained regarding your intermediary and your insurer. This will be done in writing to your last known address. The insurer and not the intermediary must give reasons for repudiating Your claim. You are entitled to a copy of the policy free of charge. A polygraph or any lie detector test is not obligatory in the event of a claim and may not be the sole reason for repudiating a claim. You will be given 15 days to review your policy after it has been issued.

**Warning:**

Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents handed to you. Make note as to what is said to you. Don't be pressurized to buy the product. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

**Particulars of the Short-Term Insurance Ombudsman**

PO Box 32334, Braamfontein, 2017

Tel: + 27 11 726 8900, Fax: + 27 11 726 5501

The Ombudsman is available to advise you in the event of claims problems which are not satisfactorily resolved by the Intermediary and the Insurer.

**Particulars of the Registrar of Short-Term Insurance Financial Services Board**

PO Box 35655, Menlo Park, 0102

Tel: 012 428 8000, Fax: 012 347 0221

If any complaint to the Intermediary or Insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-Term Insurance.