



MSC Starlight Cruises Travel Insurance Policy Wording



Cruise Season: 2011 - 2012

Oojah Travel Protection is underwritten by The Hollard Insurance Company Limited (Hollard), a registered short-term insurer and an authorised financial services provider.

- Oojah Travel Protection is an authorised financial services provider.
- **IF YOU HAVE ANY QUESTIONS OR ARE IN ANY DOUBT ABOUT THE COVER PROVIDED PLEASE CALL OUR TRAVEL HELPLINE ON: 012 482 6706.**
- This policy document provides You with the terms, conditions and exclusions of the insurance cover, together with information that will help You in the event of an emergency.
- Specific conditions and exclusions will apply to individual Sections of Your policy while general exclusions and conditions will apply to the whole of Your policy.
- **EMERGENCY ASSISTANCE & CLAIMS: Please contact Europ Assistance: (011) 991 8528.**

IMPORTANT NOTES

We would like to draw Your attention to important features of Your policy including:

- A copy of the wording is available on the MSC Starlight Cruises website's Downloads section: www.starlightcruises.co.za
- **Emergency Medical Expenses:** This policy is NOT a Medical Aid, and does not provide cover for procedures that can be carried out in Your country of residence after repatriation.
- **Health:** Your policy contains restrictions regarding **Pre-existing Medical Conditions** which unless declared and accepted by Us in writing prior to travel may invalidate any subsequent claim.
- It is important to note that the policy contains conditions and exclusions in relation to **non-insured travelling companions or close relatives** in the event of any need to cancel, or curtail a Trip as a result of changes in their health.
- **Adventure Sports & Activities:** This policy specifically excludes participating in or practising for certain sports and activities. Your policy can be extended to cover some of these sporting activities when You have paid an appropriate additional premium.
- **Age Limits:**
 - Children under 18 years share in the cover for free with an accompanying parent
 - Personal Accident: under 65 years
 - Cardio, cardio vascular, vascular or cerebro vascular illness or conditions: under 70 years
 - Medical & Related Expenses (except as listed above): under 85 years.
- **Trip Limits:** Trips must commence and end in Your Country of Residence and a return ticket must have been booked prior to departure.
- **Medical Emergency:** In the event of a medical emergency You MUST contact Us before incurring expenses in excess of R5,000. If You are physically prevented from contacting Us immediately, You or someone designated by You must contact Us within 24 hours. If You don't contact us for authorisation, We may provide no cover or reduce the amount We pay. If You receive outpatient treatment where the expense is less than R5,000, You should pay the

hospital or clinic and claim back Your medical expenses on return Home.

- **Pregnancy and Childbirth:** Cover under this policy is provided for unexpected complications related to pregnancy. Pregnancy and Childbirth are not considered to be either an illness or injury. Please refer to the Meaning of Words Section: "Complications of Pregnancy and Childbirth", and each Section of cover to establish whether You are covered.
- Depending on the Carrier used, You are entitled to claim compensation from Your Carrier if any of the following happen (contact Your Carrier to obtain details):
 - Denied boarding, Cancelled flights, Long delays, Loss/Damage of Baggage and Baggage delay.
- **Baggage loss/damage** caused by the Carrier: You must report the loss immediately to the relevant Carrier, prior to submitting Your claim to Us.
- **Third Party Liability:** If You use any form of mechanically propelled vehicle, (e.g. car, motor cycle, or scooter), no liability cover will apply under this policy.
- **Personal Possessions:** While this policy provides cover for Your Personal Baggage, if You are planning to take expensive items such as sophisticated photographic equipment, jewellery and other Valuables with You then You should check that You have adequate all risk cover, under a home contents insurance policy. The maximum We will pay under this policy for Valuables (as defined) owned by each Insured Person is limited to R1,500.
- **Policy Excess:** Claims are subject to an excess. This means that You will be responsible for paying the first part of the claim up to the excess value per Insured Person each and every incident.
- **We use an appointed claims handling agent: Europ Assistance S.A., they can be contacted on (011) 991 8528.**

IMPORTANT HEALTH INFORMATION

You must comply with the following conditions in order to have full protection under this policy. If You do not comply We may cancel the policy, reject Your claim or reduce the amount of any claim payment.

This insurance operates on the following basis:

1. To be covered, You must be healthy and fit to travel;
2. The insurance will NOT cover You when You are travelling against the advice of a Medical Practitioner;
3. The insurance will NOT cover You when You are travelling with the intention of obtaining medical treatment or consultation abroad;
4. The insurance will NOT cover You if You have any undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which You are awaiting investigations/consultations, or awaiting results of investigations, where the underlying cause has not been established);
5. No claim arising directly or indirectly from a Pre-existing Medical Condition affecting You will be covered unless:

- a. You have declared ALL Pre-existing Medical Conditions to Us; and
- b. We have accepted the condition(s) for insurance in writing.
- c. We may require You to obtain a medical report from Your General Practitioner in order to assess whether cover applies. Any costs incurred in obtaining this medical report shall be borne by You.

MEANING OF WORDS

Wherever the following words and phrases appear in this policy they will always have these meanings:

Accidental Bodily Injury: A sudden, violent, external, unexpected specific event, which occurs at an identifiable time and place, which solely and independently of any other cause results, within 12 months, in the death, Loss of Limb, Loss of Sight or the Permanent Total Disablement of an Insured Person.

Carrier Accumulation limit: The maximum amount we will pay in the aggregate under this policy in respect of insured persons travelling in the same Carrier at any one time.

Carrier: A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle and motorcycles) or water conveyance licensed to carry passengers for hire and in (or on) which You are travelling as a fare paying passenger.

Certificate: The validation page issued in respect of this policy which sets out the names of the Insured Persons, the Period of Insurance and any other special conditions and terms.

Children/Child: Your natural or adopted child (son/daughter) not in full-time employment, under the age of 18 years, unmarried, not pregnant, without children and primarily dependent on Your maintenance and support.

Complications of Pregnancy and Childbirth: For the purposes of this Policy 'Complications of Pregnancy and Childbirth' shall only be deemed to include the following unexpected events occurring more than 15 weeks prior to the expected delivery date: toxæmia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections and any premature births.

Close Relative: Spouse or Common Law Partner, parent, parent-in-law, step-parent, legal guardian, children (including legally adopted and step-children, and daughter/son-in-law), sibling (including step-siblings and sister/brother-in-law), grandparent, grandchild, or fiancé(e) of an Insured Person.

Common Law Partner: The person living with the Insured Person as if husband or wife, including same sex partner, for at least six consecutive months at the commencement of the Period of Insurance.

Cancellation: Foregoing a planned Trip due to the Insured Person's inability to start a Trip.

Curtailment: Abandonment of a planned Trip, after commencement of the outward journey, by return to Home earlier than on the scheduled return date.

Family: The main Insured Person, his/her spouse or Common Law Partner, and/or their dependent children under 18 years of age (in full-time education and residing with them).

Follow up Treatment in South Africa means all Reasonable and Customary Charges incurred for Illness or Injury, resulting in hospitalisation, surgical or other diagnostic

or remedial treatment given or prescribed by a qualified Medical Practitioner, dentist or optometrist in South Africa. Follow up Treatment in South Africa does not include those expenses the Company is prohibited by law from paying and will only be paid to the extent permissible under the Medical Schemes Act No. 131 of 1998 and any other subsequent legislation which is enacted.

Geographical Limits: Worldwide, except those countries or parts of countries where the Foreign & Commonwealth Office (FCO) has advised against travel.

Home: Your principal place of residence, used for domestic purposes.

Home Country: Your country of residence (Please note for the purposes of this insurance Your Home Country is defined as one country of residence).

Insured Person or You/Your: Each person travelling as a fare paying passenger on a MSC South Africa Cruise, and for whom the appropriate premium has been paid, and at the commencement of the Period of Insurance being not more than the specified age limit.

Injury: A bodily injury or physical trauma resulting from an Accidental Bodily Injury.

Illness: Any fortuitous sickness, illness or Disease originating, contracted, commencing or manifesting itself during Your Trip.

Limits of Cover: Unless stated to the contrary, Our maximum liability in any one Period of Insurance is limited to the amount stated in each Section, per Insured Person.

Local Journey means an Insured Journey commencing from the Point of Departure to the destination, both of which are within the territorial limits of the Republic of South Africa, including the return journey to the Point of Departure.

Loss of Limb: Loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

Loss of Sight: Total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Manual Work: Work involving hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial/supervisory, sales or administrative capacity), or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind (other than in the catering industry).

Medical Health Declaration: Medical information that needs to be declared to Us before each Period of Insurance by any Insured Person who has suffered from a Pre-existing Medical Condition.

Medical Practitioner: A legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to You or any travelling companion.

Pair or Set: A number of items of Personal Baggage considered as being similar or complementary to one another or used together.

Period of Insurance: Except for Cancellation, cover will commence when the Insured Person leaves the Point of Departure or 48 hours prior to boarding the cruise liner, whichever is later, and will automatically cease upon return to their Point of Departure or where the Insured Person disembarks. Cancellation coverage will take effect one day after the issue date as stated on the Travel Insurance Certificate and once the required premium is received by us.

Permanent Total Disablement: Permanent Total Disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent You from engaging in, or giving any attention to any, and every business or occupation for the remainder of Your life.

Personal Baggage: Items usually carried or worn by travellers for their individual use during a Trip.

- Note 1: Items hired by You, and all items loaned or entrusted to You are excluded

Point of Departure in respect of a Local Journey means the Insured Person's usual place of residence or Business from which an Insured Person leaves to travel in a direct, timeous and uninterrupted manner.

Policy Excess: The first amount, per Insured Person, each and every incident, each and every section of cover, where the Policy Excess applies.

Pre-existing Medical Condition:

- Any past or current Medical Condition that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received during 6 months prior to the commencement of cover under this policy and/or prior to any Trip: and
- Any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to the commencement of cover under this policy and/or prior to any Trip.

Secure Baggage Area: Any of the following, as and where appropriate:

- The locked dashboard, boot or locked Baggage compartment of a hatchback vehicle fitted with a lid closing off the Baggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats.
- The fixed storage units of a motorised or towed caravan.
- A locked Baggage box, locked to a roof rack which is itself locked to the vehicle roof.

Strike or Industrial Action: Any form of Industrial Action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Travel Documents: Travel tickets, accommodation and other redeemable travel vouchers, Green Card, driver licence and passport.

Trip: When travelling in a direct and uninterrupted manner on an International Journey, outside the borders of Your Home Country, commencing when You pass through passport control from Your Home Country and ending when You pass back through passport control into Your Home Country (including local connecting flights)

Unattended: When You cannot see and are not close enough to Your property or vehicle to prevent unauthorised interference or theft of Your property or vehicle.

Valuables: Cameras; photographic, video and associated equipment of any kind; games consoles (Playstation, Gameboy, Nintendo, etc), accessories and games; personal organisers; mobile telephones; televisions; portable audio equipment (DVD, CD, mini-disc, MP3 players, i-pods, etc) and all associated discs and accessories; spectacles; prescription sunglasses; telescopes; binoculars; jewellery; watches; furs; leather articles; perfumes; precious stones and articles made of or containing gold, silver or other precious metals.

We, Our or Us: Tripsure Travel Protection Underwriting Managers Pty LTD, underwritten by The Hollard Insurance Company Ltd, an authorised financial services provider.

GENERAL CONDITIONS APPLYING TO ALL SECTIONS

1. Interpretation

The proposal of insurance, this Policy and the Schedule together with any endorsement thereto shall read as one document. If any word or expression has been given a specific meaning it shall have the same meaning wherever it appears. Headings have been inserted to help You find the information You need. They must not be taken to affect the interpretation of the Policy. Should there be any conflict in interpretation between the contents of the printed Policy and the contents of the Schedule, the Schedule shall be given precedence.

2. Accuracy of Material Information

This Policy or any part of it may be declared void by Us if any material details that affect the risk are not disclosed, or are misrepresented or misdescribed by You or on Your behalf, or if We are not informed of an alteration in the risk.

3. Communication of Material Changes

Any changes in Your circumstances must be communicated to Us in writing immediately and if possible before such changes occur to ensure continuous cover. Provided that the changes are acceptable to Us, they will be effective from the date agreed upon, subject to Our terms and conditions being complied with. We will confirm these changes by sending You an updated Schedule.

4. Amendments to Cover

We may change Your Policy by giving You thirty (30) days notice by fax, post or e-mail to Your last known address. Any change that You make will be effective from the time and date agreed to with Us.

5. Premium Payments

5.1 The premium is due and payable on or before the inception date. We shall not be obliged to accept any premium that is tendered to Us after the due date.

6. Claims Procedure and Conditions

6.1 If an event giving rise to or likely to give rise to a claim comes to Your knowledge You must notify Us within thirty (30) days and provide Us as soon as is reasonably possible with:

- 6.1.1 particulars of any other policy covering the same event;
- 6.1.2 written details of the event;
- 6.1.3 such proofs, information and sworn declarations that We may require;
- 6.1.4 any document or details of any communication received in connection with a claim.

- 6.2 No admission, statement, offer, promise, payment or indemnity may be made by You without Our prior consent in writing.
- 6.3 You must report any event to the police within forty eight (48) hours, or as soon as is reasonably possible thereafter, if it involves malicious damage, damage to a vehicle, theft or any other criminal act or suspected criminal act or loss of property, and take all reasonably practical steps to discover the guilty party and recover the stolen or lost property.
- 6.4 We may take over and conduct the defence or settlement of any claim and/or recovery from any third party and have the right to use Your name for this purpose.
- 6.5 You must give all information, documentation and assistance required by Us to obtain indemnity from other parties.
- 6.6 We are not liable for any claim after three hundred and sixty five days (365) days have expired from the date of the event that gives rise to the claim, unless the claim is the subject of a pending court action between You and Us, or is a claim for sums for which You may become legally liable to a third party.
- 6.7 If We deny liability or reject any claim made in terms of this Policy or void Your Policy or You dispute the amount of any claim under this Policy, representation may be made to Us within ninety (90) days of the date of Our letter of rejection or avoidance. If Your dispute is not satisfactorily resolved in this manner, You may institute legal action against Us for the enforcement of the claim by way of the service of summons against Us. Summons must be served on Us within one hundred and eighty (180) days of Our original letter of rejection or avoidance. If this is not done, Your claim against Us will be forfeited and will become time barred and We shall no longer be liable for the claim.
- 6.8 We will not be liable under more than one Section of this Policy in respect of loss, damage or liability that arises from the same event in respect of the same loss, damage or liability.
- 6.9 In respect of any Section of this Policy under which an indemnity is provided for liability to third parties, We may, upon the happening of any event, pay to You the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled. We shall thereafter not be under further liability in respect of such event.
- 6.10 You are not entitled to abandon any property until the claim has been approved by Us, whether or not We decide to take possession of such property.
- 6.11 In approving Your claim, We may decide to repair, replace or pay in cash, subject always to the Sum Insured or Limit of Indemnity stated in the Schedule and subject to deduction of the First Amount Payable.

- 6.12 You have to sign a release in Our favour before We will settle a claim.
- 6.13 In the event of a medical emergency You MUST contact Us before incurring expenses in excess of R5,000, except in case of emergency. If You are physically prevented from contacting Us immediately, You or someone designated by You must contact Us within 24 hours.
- 6.14 All claims other than Section 1 (Medical Expenses and Repatriation) are only payable in the Republic of South Africa.
- 6.15 In the event of a valid claim You shall allow Us the use of any relevant Travel Documents You are not able to use because of the claim.
- 6.16 You shall submit to a medical examination at Your expense, should we so require.

7. Fraudulent Acts in Making a Claim

If a claim made under this Policy:

- 7.1 is in any respect fraudulent or if fraudulent means are used by You, or on Your behalf, to obtain any benefit under the Policy;
- 7.2 has been inflated or information has been provided in connection with the claim that is not true;

We will be relieved of all liability in respect of the whole claim and You will repay to Us all amounts that We have paid previously in respect of the claim, without prejudice to Our rights to recover any damages that We may have suffered as a result of Your fraudulent conduct.

8. Proof of Value and Ownership

You must provide Us with the reasonable proof that We require of the value and ownership of any item for which You claim.

9. Observance of Policy Terms, Conditions and Warranties

Our liability is conditional upon the observance of the Policy terms, conditions and warranties stated in the Policy or Schedule by any person claiming indemnity or benefit under the Policy. Failure to comply with any of the terms, conditions or warranties may result in a claim being rejected or the Policy being voided.

10. Rights of Others

This Policy gives rights to You only. Any extension of Our liability for the losses of any other person gives no right to that person to claim from Us.

11. Other Insurance

- 11.1 If the loss, damage or liability is covered by any other insurance We will not pay more than Our rateable proportion.
- 11.2 If any claim under Section 9, Section 10, Section 11, Section 12 and Section 13 in this policy is covered by an airline, service provider or insurance company (including credit card insurance), then the amount payable by such airline, service provider or insurance company will become the Excess of this policy.
- 11.3 You will be required to repay to Us, within one month of Our request to You, any

costs or expenses We have paid on Your behalf which are not covered under the terms and conditions of this policy.

- 11.4 If You have more than one policy underwritten by Us, the maximum amount payable shall not exceed the Limit of Liability of whichever policy has the highest Limit of Liability.

12. Prevention of Loss

You must take all reasonable precautions to prevent loss or damage, death, bodily injury, liability and accidents and should take reasonable steps to prevent further loss or damage following an insured event.

13. Territorial Limits

This cover applies to incidents anywhere in the world, except for:

- a) Any country where the British Foreign and Commonwealth Office and/or the South African Department of Foreign Affairs has issued a travel warning; and
- b) Any other country in which the United Nations Armed Forces are present and active.

14. Repatriation

We will not compensate You for the costs of repatriation, unless We specifically agree to do so in writing.

15. Cancellation

- 15.1 This Policy may be cancelled:
- 15.1.1 by You at any time You request this in writing;
 - 15.1.2 by Us by giving thirty (30) days notice to You at Your last known address.
- 15.2 If You cancel the Policy We will be entitled to retain a portion of the premium calculated at pro-rata for the period that this policy was in force, provided no visa has been obtained using this policy, and no claims have been submitted to Us. No refund is due once a Trip has commenced, or after the expiry date of Your policy;
- 15.3 If We cancel the Policy We will retain a pro-rata premium.

16. Consent to Disclosure of Private Information

- 16.1 You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims with a view to limiting premiums.
- 16.2 On Your behalf and on behalf of anyone You represent herein, You hereby waive any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by You, or on Your behalf.
- 16.3 You consent to such information being stored in the shared database and used as set out above.
- 16.4 You also consent to such information being disclosed to any insurer or its agent.

- 16.5 You further consent to any underwriting information being verified against legally recognised sources or databases.

- 16.6 You agree that this consent clause will survive the termination for whatever reason of the Policy, including its cancellation or lapsing.

17. Jurisdiction

This Policy shall be subject to the laws and statutes of the Republic of South Africa and We shall only abide by judgments delivered or obtained in the first Instance by a court of competent jurisdiction within the Republic of South Africa.

18. Interest on Payments due by Us

No interest will be payable on any amount due by Us in terms of this Policy unless a Court of Law orders otherwise.

19. Automatic Extension

The period of insurance shall automatically be extended due to the occurrence of an event giving rise to a legitimate claim under the Section 1 (Medical expenses and Repatriation) occurring after the commencement of Your Trip.

20. Family Cover

Children accompanying You on an identical travel itinerary shall share in the cover with You at no additional cost. A maximum of five (5) Children can be covered free of charge, subject to You having legal custody of the Child, and the Child living at the same address as You. When additional premium is paid per Child, and the relevant policy issued by Us, the Child will be entitled to full benefits.

21. Pre-existing medical conditions

No cover will come into force, or continue in force unless each Insured Person has declared ALL Pre-existing Medical Conditions to Us and they have been accepted by Us in writing.

22. Termination

This policy terminates on the earliest of the following dates:

- i. on the date of Your return Home (when you pass through passport control);
- ii. on the date You reached the maximum age limit for the cover selected;
- iii. on the expiry date (date of return) appearing on Your certificate.

23. Currency

If expenses are incurred in a foreign currency, then the rate of exchange used to calculate the amount payable will be the rate at the due date of settlement. The monetary limits shown on the policy are deemed to be South African Rand.

24. Adventure & Winter sports

Special Sports and Activities and Winter Sports are covered only if You have paid the appropriate additional premium required before departure from Your Home Country.

25. Age limits

- 25.1 This Policy covers any insured event which happens to an Insured Person who

- is: under 85 years of age at the date of such event. Children (under 18) accompanying the Insured Person on an identical travel itinerary qualify to share cover with the Insured Person at no additional premium.
- 25.2 With respect to an Insured Event in the Personal Accident Table of Benefits, cover ceases on the Insured Person's 65th birthday unless he is gainfully employed.
- 25.3 This Policy does not extend to an Insured Person over the age of 70 years in the event of a claim as a result of any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that, in the opinion of a Medical Practitioner appointed by the Company, can reasonably be related thereto.
- 25.4 Clients 86 years and over - will only qualify for the benefits under Cancellation and Curtailment, Personal Baggage, Baggage Delay Loss of Cash and/or Passport and Travel Delay.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

The following **General Exclusions** apply to the entire Policy:

- 1) Any person who has reached the age limit.
- 2) Any person participating in Adventure and/or Winter Sports.
- 3) Medical expenses incurred after 12 months of the loss occurring, or the sickness first manifesting itself.
- 4) Loss, damage or expense which at the time of happening is insured by or would but for the existence of this policy, be insured by any other existing policy. If You have any other policy in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Personal Accident cover under Section 16.
- 5) Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
- 6) Any consequential loss (not listed under the headings "What is covered"). Examples of losses We will not pay for include costs of telephone calls or faxes, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to an Insured Person's illness or injury), interpreters' fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share fees, holiday points and any additional travel or accommodation costs (unless pre-authorised by Us or part of a valid claim under Section 1 (Medical Emergency & Repatriation), Section 3 (Additional Accommodation & Travelling Costs), Section 9 (Cancellation, Curtailment & Trip Interruption) or Section 14 (Cash & Passport)).
- 7) Any deliberately reckless act or omission by You.
- 8) Any claim arising or resulting from Your own illegal or criminal act.
- 9) Needless self-exposure to danger except in an endeavour to save human life.
- 10) Any claim arising directly or indirectly from:
 - i. An Insured Person being under the influence of alcohol with more than the legal limit of alcohol in his blood, or

- ii. An Insured Person being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a Medical Practitioner or unless prescribed by and taken in accordance with the directions of a Medical Practitioner; or
 - iii. An Accident occurring whilst an Insured Person was driving a motor vehicle with more than the legal limit of alcohol in his blood or breath; or
 - iv. Alcohol abuse, alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind.
- 11) Any claim arising or resulting directly or indirectly from Your suicide, attempted suicide, intentional self-injury, mental disturbance or disorders, insanity, psychiatric, psychological, emotional or nervous conditions.
 - 12) Sexually transmitted diseases.
 - 13) You (being the driver of a motor vehicle or motorcycle) not being in possession of a valid/legal license.
 - 14) You engaging in Manual Work in conjunction with any profession, business or trade during the Trip.
 - 15) Cover for the intention of emigrating (travelling on a one-way ticket).
 - 16) You engaging in any Adventure Sports and Activities or Winter Sports unless the appropriate Adventure Sports & Activities or Winter Sports extension premium required has been paid.
 - 17) You engaging in or practising for the following sports and activities: Bobsleigh, Boxing, Canyoning, Caving / Cave Diving, Flying as crew, Heli-skiing, Horse Jumping, Horse Racing, Hunting / Shooting, Hunting-on-horseback, Hurling, Ice Hockey, Luge, Martial Arts (Competition), Microlighting, Motor Racing (all types), Mountaineering, Parasailing, Paraskiing, Polo, Potholing, Professional Sports, Quad Biking exceeding 250cc, Rock Climbing, Rock Scrambling, Shark feeding/cage diving, Skeleton, Ski Jumping, Ski Racing, Ski Stunting, Skiing off-piste, Snowboarding off-piste, Steeplechasing, Team sports played in competitive contests, Wrestling, Yachting (racing) or any other activities not mentioned under this policy unless You have referred these to Us and We have written to You accepting them for insurance.
 - 18) Flying or sea travel of any kind, except:
 - i. On a flight arranged by Us (Repatriation and Evacuation);
 - ii. As a fare paying passenger on a Carrier (not as a member of the crew).
 - 19) War (whether War be declared or not), Hostilities, Invasion or Civil War. For Personal Accident (Section 16) and Medical Expense (Section 1) benefits only this exclusion is amended as follows: This Policy does not cover death or disablement in any way caused or contributed to by war, whether war be declared or not, hostilities or any act of war or civil war when the Insured Person is taking an active part therein.
 - 20) Radioactive Contamination, whether arising directly or indirectly.
 - 21) Engaging in occupational activities requiring the use of explosives.
 - 22) Being in the service of any military or police force, or militia or paramilitary organisation.
 - 23) You travelling to a country or specific area or event to which the Foreign and Commonwealth Office has advised persons not to travel.
 - 24) Nuclear, Chemical and Biological Terrorism: this Policy does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or

device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- 25) Loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates.
- 26) Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this policy relates, whether provided by Us or by anybody else (whether or not recommended by Us and/or acting on our behalf).

SECTION 1: MEDICAL EMERGENCY, EVACUATION, REPATRIATION & TRANSPORTATION

What is covered, Section 1:

We will pay the following costs, up to the Limit of Liability in the Schedule of Benefits, for each Insured Person who suffers sudden and unforeseen bodily injury or illness, or who dies during a Trip outside the borders of Your Home Country:

- 1.1 Reasonable medical expenses for the immediate treatment of an unforeseen medical emergency. Included are Medical Practitioner's fees, hospital expenses, in-patient and out-patient medical treatment and charges for medical transportation to the nearest suitable hospital abroad when deemed necessary by a recognised Medical Practitioner.
- 1.2 Repatriation: Additional travelling costs to repatriate You Home when recommended by Our Medical Officer. We will pay for the cost of a medical escort if considered necessary. We have the right to demand that You are repatriated in order to receive treatment. If Our Medical Officer advises a date when it is feasible and practical to repatriate You, but You choose instead to remain abroad, all expenses incurred thereafter in respect of the occurrence will be for Your own account.
- 1.3 Burial or cremation of a deceased Insured Person abroad up to the Limit of Liability in the Schedule of Benefits; or alternatively transportation costs of returning Home an Insured Person's body or ashes.

What is not covered, Section 1:

- a) Costs in excess of R5,000 which have not been authorised by Us in advance (see Important Notes). Where no prior approval has been obtained from Us, Our liability will be limited to R5,000 for any one incident;
- b) Any claims arising directly or indirectly as a result of any Pre-existing Medical Condition, unless You have declared ALL Pre-existing Medical Conditions to Us and We have written to You accepting them for insurance (refer to Section 4);
- c) Treatment which, in the opinion of Our Medical Officer, can reasonably be delayed until Your return to the country of departure;
- d) Any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury;

- e) Any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth and occurring more than 15 weeks prior to the expected delivery date;
- f) Treatment or services provided by a private clinic or hospital, health spa, convalescent home or any rehabilitation centre unless confirmed as medically necessary by Our Medical Officer.
- g) Treatment and/or surgery for cosmetic purposes unless Our Medical Officer agrees that such treatment is necessary as the result of an accident covered under this policy;
- h) Expenses incurred as a result of a tropical disease when You have not had the recommended inoculations and/or taken the recommended medication;
- i) Any costs incurred in Your Home Country other than in connection with transportation of You or Your remains to Home from abroad;
- j) Any costs where the transportation Home has not been arranged by Us;
- k) Any costs in respect of unused pre-paid travel costs when We have paid to repatriate You;
- l) Air-sea rescue costs;
- m) Routine optical and/or dental treatment;
- n) The Policy Excess except where You have received inpatient treatment.
- o) Any costs incurred when engaging in Adventure Sports and Activities unless You have paid the appropriate Adventure Sports & Activities premium;
- p) Physiotherapy or manipulative therapy in excess of R2,000, unless Our Medical Officer agrees to the treatment in writing.
- q) Contraceptive devices, prosthetic devices and/or artificial aids and dentures.
- r) Cancer of any kind (whether pre-existing or not).
- s) Medical expenses incurred after 12 months of the loss occurring or the illness first manifesting itself.
- t) Anything mentioned in the General Exclusions.

Specific Conditions, Section 1:

- a) Repatriation, Evacuation and Transportation will be decided by Us, depending on the medical information and/or report received by Our Medical Officer.
- b) We will use Your return ticket towards Our costs for repatriation.
- c) Repatriation is back to Your Home.
- d) All claims exceeding R2,000 must be accompanied by medical report stating:
- i. Diagnosis
 - ii. Date of first consultation
 - iii. Treatment provided
 - iv. Cause of medical problem
 - v. Medical reason if You are unfit to fly

SECTION 2: EMERGENCY DENTAL & OPTICAL TREATMENT

What is covered, Section 2, Dental Treatment:

We will pay up to R2,000 for each Insured Person for the costs of providing necessary temporary treatment for the immediate relief of pain or discomfort, and/or emergency repairs to dentures and orthodontic appliances carried out solely to alleviate distress in eating. Where dental treatment is required as a result of an Injury, these expenses will form part of the Limit of Liability under Section 1.

What is covered, Section 2, Optical Treatment:

We will pay for emergency optical treatment provided by a Medical Practitioner or optician. Where optical treatment is required as a result of Illness or Injury whilst on a Trip up to R2,000 per insured person.

What is not covered, Section 2:

- a) The costs of any subsequent permanent or routine treatment;
- b) Any pre-planned or pre-known dental treatment or diagnostic procedure;
- c) Treatment which, in the opinion of Our Medical Officer, can reasonably be delayed until Your return to the country of departure;
- d) Any dental treatment or diagnostic procedure which is not solely for the immediate relief of pain or discomfort, or to alleviate distress in eating;
- e) Normal wear and tear;
- f) Any damage to dentures, other than whilst being worn by You;
- g) Dental treatment involving the provision of dentures or the use of precious metals;
- h) Any costs incurred in Your Home Country;
- i) The Policy Excess except where You have received inpatient treatment;
- j) Any costs incurred when engaging in Adventure Sports and Activities unless You have paid the appropriate Adventure Sports & Activities premium;
- k) Anything mentioned in the General Exclusions.

SECTION 3: ADDITIONAL ACCOMMODATION & TRAVEL COSTS**What is covered, Section 3:**

On condition that You contact Us first and We make all the travel arrangements, in the event of a valid claim for repatriation under Section 1 (Medical Emergency & Repatriation), We will pay up to the Limit of Liability on the Schedule of Benefits per Trip for the following:

- 3.1 Accompanying travel companion: If Our Medical Officer confirms that it is medically necessary for You to be accompanied on the Trip Home, and the return journey cannot take place on the original scheduled date We will pay for the additional travelling costs and accommodation costs incurred by one person to stay with You and accompany You on the Trip Home.
- 3.2 Visit by any one person: A return journey air ticket (economy class) plus reasonable accommodation costs (three star) arranged by Us for one person required, on medical advice, to fly out to You, following Your hospitalisation as an inpatient for more than 5 days.
- 3.3 Repatriation of children: Additional travelling costs (economy class) incurred in returning Home Your children, under 18 years of age and insured under this policy, if You are incapacitated and there is no other responsible adult to supervise them. A competent person will be provided to accompany the children Home.

What is not covered, Section 3:

- a) Accommodation costs other than the cost of the room;
- b) Anything mentioned in the General Exclusions.

SECTION 4: PRE-EXISTING MEDICAL CONDITIONS

This policy specifically excludes cover for Pre-existing Medical Conditions.

SECTION 5: WINTER SPORTS COVER

This policy specifically excludes participating in or practising for certain winter sports and activities.

SECTION 6: ADVENTURE SPORTS & ACTIVITIES

This policy specifically excludes participating in or practising for certain sports and activities.

SECTION 7: PERSONAL ASSISTANCE SERVICES**What is covered, Section 7:**

We will pay the administrative and delivery costs, in providing the following services in respect of a Trip:

7.1) Consular Referral

We will provide You with the relevant contact details of diplomatic representatives wherever possible.

7.2) Emergency travel and accommodation arrangements

We will provide You with all reasonable, practical and possible assistance in arranging emergency alternative accommodation and onward or return transportation. You will be responsible for the payment of all costs incurred, and You should make arrangements to pay Us or the service provider at the time the cost is incurred.

7.3) Legal Assist

We will provide You with an advice line manned by qualified and experienced in-house attorneys who will provide guidance and information on legal matters.

7.4) Transfer of Emergency Funds

We will transfer emergency funds to You in case of urgent need. This service will apply when access to Your normal financial/banking arrangements is not available locally, and is intended to cover Your immediate emergency needs. You must make arrangements to deposit the required funds in Our account in South Africa equal to the amount of the transfer plus a 10% administration fee.

7.5) Urgent Message Relay

We will transmit urgent messages following illness, accident or travel delay problems.

7.6) Motoring bail

If You are imprisoned following a traffic accident, We will provide assistance to You and advance the bail bond.

SECTION 8: FOLLOW UP TREATMENT IN SOUTH AFRICA**What is covered, Section 8:**

If you incur Follow up Treatment in South Africa for an Insured Event covered under Section 1 which was first treated on Your Trip, We will pay You for those expenses up to the Limit of Liability in the Schedule of Benefits, provided such Medical Expenses are incurred within 30 days of Your return to Your Point of Departure, and provided such expenses are not recoverable by or on Your behalf from any other source.

What is not covered, Section 8:

- a) Any expenses covered by Your medical aid (You must claim from your medical aid first);
- b) Anything mentioned in the General Exclusions.

SECTION 9: CANCELLATION & CURTAILMENT**What is covered, Section 9:**

We will reimburse up to the Limit of Liability in the Schedule of Benefits per Insured Person under this policy for financial loss You suffer, being non-refundable deposits, for pre-paid travel and accommodation You do not use because of Your inability to start Your Trip or complete the Trip.

- *Cancellation* cover applies if You have booked a Trip to take place within the Period of Insurance, but You are forced to cancel Your travel plans because of one of the following changes in circumstances (a to f), which is beyond Your control, and of which You were unaware at the time You booked the Trip. Please also refer to Travel Delay cover (Section 7).
- *Curtailment* cover applies if You are forced to cut short a Trip You have already started, and return to Your Home Country, because of one of the following changes in circumstances (a to f) which is beyond Your control, and of which You were unaware at the time You booked the Trip.
 - a) Unforeseen illness, injury or death of You, Your Travel Companion or a Close Relative.
 - b) You abandoning Your Trip following the cancellation of, or a delay of more than 12 hours in the departure of Your outward (from South Africa) international flight, sea-crossing or train journey, forming part of the booked Trip's itinerary, as a result of Strike or Industrial Action, adverse weather conditions, or the mechanical breakdown of, or accident of the aircraft, sea vessel, coach or train.
 - c) If You are made redundant and You qualify for redundancy payment under current legislation.
 - d) Accidental damage, burglary, flooding or fire affecting Your Home, occurring during the Trip or within 48 hours before You depart, when a loss relating to Your Home in excess of R10,000 is involved and Your presence is required by the Police in connection with such events.
 - e) Your compulsory quarantine.
 - f) You abandoning Your Trip following a terrorist incident in a city listed on Your pre-paid Trip itinerary within 14 days prior to Your scheduled departure date. The same city must not have experienced a terrorist incident within 90 days prior to the terrorist incident that is the cause of Your claim.

Note - Section 9: The maximum amount We will pay under Section 9 in total for Cancellation and Curtailment claims is the Limit of Liability in the Schedule of Benefits.

Special conditions relating to claims, Section 9:

You must obtain a medical certificate from the Medical Practitioner in attendance and Our prior approval to confirm the necessity to return Home prior to the scheduled return date of the Trip in the event of unforeseen illness or injury.

- a) In the event of Curtailment or Trip Interruption, You must contact Us first and allow Us to make all the necessary travel arrangements.

- b) If, at the time of requesting Our assistance in the event of a Curtailment claim, satisfactory medical evidence is not supplied in order to substantiate that the claim is due to an unforeseen illness, injury or death of You, a Close Relative or travelling companion, all necessary arrangements will be at Your own cost.
- c) You must notify the Carrier or Travel Agent immediately when You know the Trip is to be cancelled or curtailed, to minimise Your loss as far as possible. If You fail to notify the Carrier or Travel Agent immediately it is found necessary to cancel the Trip, Our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
- d) If You cancel the Trip due to unforeseen illness or injury You must provide a medical certificate from the treating General Practitioner stating the reason that prevented You from travelling.
- e) If Your outward flight, sea-crossing or international coach or train journey is cancelled by the Carrier, You must produce to Us written documentation provided by the Carrier, specifying the reason for the cancellation.
- f) If You cancel, curtail or interrupt Your Trip because Your presence is required by the Police in connection with accidental damage, burglary, flooding or fire affecting Your Home during Your Trip, You must produce to Us written documentation from the Police confirming that the loss or damage occurred during the Trip - otherwise no claim will be paid.
- g) Curtailment claims will be calculated from the date of return to Your Home Country.

What is not covered, Section 9:

- a) Any disinclination to travel or continue travelling, unless Your change of travel plans is caused by one of the circumstances listed under 'What is Covered';
- b) Any claim arising directly or indirectly from a known Pre-existing Medical Condition affecting You unless You have declared ALL Pre-existing Medical Conditions to Us and We have written to You accepting them for insurance;
- c) Any claim arising directly or indirectly from a Pre-existing Medical Condition, known to You prior to the commencement of the Period of Insurance, affecting any Close Relative or travel companion who is not insured under this policy if:
 - i. a terminal prognosis has been received prior to the commencement of the Period of Insurance;
 - ii. They were on a waiting-list, or had knowledge of the need for: surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the Period of Insurance;
 - iii. Or during the 90 days immediately prior to the commencement of the Period of Insurance they had required surgery, inpatient treatment or hospital consultations, or required any form of treatment or prescribed medication;
- d) Cancellation caused by pregnancy or childbirth unless the cancellation is certified by a Medical

Practitioner as necessary due to Complications of Pregnancy and Childbirth and occurring more than 15 weeks prior to the expected delivery date;

- e) Claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You booked the Trip;
- f) Any costs in respect of any unused pre-paid travel costs when We have paid to repatriate You;
- g) Withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved;
- h) Failure by the provider of any part of the booked Trip to supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise) unless the event is specifically covered by this policy. You should direct any claim in this case to the provider involved;
- i) Change of plans due to Your financial circumstances except if You are made redundant and qualify for redundancy payment under current legislation;
- j) Any claim arising as a result of attendance of an Insured Person, or any other person on whom the holiday plans depend, in a Court of Law. This exclusion will not apply if You are subpoenaed as a witness (other than in any professional or advisory capacity);
- k) Any costs relating to airport taxes or air passenger duty. You should obtain a refund from Your carrier for such charges;
- l) Any Cancellation, Curtailment or Trip Interruption caused by work commitment or amendment of Your holiday entitlement by Your employer;
- m) Any claim resulting from Your inability to travel due to an Insured Person's failure to hold, obtain or produce a valid passport or any required visa in time for the booked Trip;
- n) Prohibitive regulations by the Government of any country, or delay or amendment of the booked Trip due to Government action;
- o) Nervousness, anxiety, depression or stress-related disorders that results in Your disinclination to travel;
- p) The Policy Excess.
- q) The cost of this policy;
- r) Anything mentioned in the General Exclusions.

SECTION 10: TRAVEL DELAY

What is covered, Section 10, Travel Delay:

If the departure of Your international flight, sea crossing or coach or train journey forming part of a booked Trip and specified on Your ticket, is delayed as a direct result of Strike, Industrial Action, adverse weather conditions, failure of air traffic control systems, or mechanical breakdown of aircraft, sea vessel, coach or train for more than **4 hours** beyond the intended departure time:

- a) We will pay reimburse You for reasonable expenses incurred for meals, drinks, travel costs, accommodation and the like if Your carrier does not provide them, up to the Limit of Liability in the

Schedule of Benefits per Insured Person per Trip; or

- b) For more than 12 hours beyond the intended departure time: You can choose instead to abandon Your Trip and submit a Cancellation claim under Section 9.

Special conditions relating to claims: Section 10, Travel Delay

- a) If You suffer delays You must obtain written confirmation from the Carrier stating the period and reason for delay.
- b) You must provide receipts for the expenses incurred.

What is not covered, Section 10, Travel Delay:

- a) Claims arising from planned Strike or Industrial Action which was common knowledge at the time You made travel arrangements for the Trip;
- b) Withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved;
- c) Claims where You have not obtained written confirmation from the Carrier stating the period and reason for delay;
- d) Anything mentioned in the General Exclusions.

SECTION 11: MISSED CONNECTION

What is covered, Section 11:

We will pay for reasonable additional travel and accommodation expenses incurred to reach Your booked destination by the most direct alternative route and/or flight, up to the Limit of Liability in the Schedule of Benefits per Insured Person if Your Trip is interrupted by a missed connection at the transfer point, as a result of:

- a) The late arrival of Your incoming flight due to adverse weather conditions, Strike or Industrial Action or mechanical breakdown, derangement or accident;

Special conditions relating to claims, Section 11:

- a) You must take every reasonable step to commence and complete the journey to the departure point and check in for the flight, sea crossing, coach or train journey on time.
- b) You must obtain written confirmation from the Carrier stating the period and reason for delay.

What is not covered, Section 11:

- a) Claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You booked the Trip;
- b) Withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved;
- c) Additional costs where the scheduled public transport operator has offered reasonable alternative travel arrangements;
- d) Claims under this Section in addition to claims under Section 10 (Travel Delay);

- e) Claims due to You not allowing sufficient time to complete Your journey to the departure point (if the minimum connecting time was less than 4 hours, or as defined by IATA);
- f) The Policy Excess;
- g) Anything mentioned in the General Exclusions.

- h) as appropriate, (damage to Personal Baggage in transit must be reported to the Carrier before You leave the baggage hall and a Property Irregularity Report (PIR) must be obtained), or to Your hotel or accommodation management. You must produce to Us written documentation from the appropriate parties listed above confirming that the loss or theft occurred during the Trip - otherwise no claim will be paid.

SECTION 12: PERSONAL BAGGAGE

What is covered, Section 12:

If, in the course of Your Trip, Your Personal Baggage is damaged, stolen, destroyed or lost (and not recovered), We will cover You up to the Limit of Liability in the Schedule of Benefits per Insured Person in total under this policy. Within this amount the following sub-limits apply:

- a) The maximum We will pay for any one article, or for any one Pair or Set of articles, is R1,500.
- b) The maximum We will pay for sunglasses or prescription glasses of any kind is limited to R1,000 per Insured Person.
- c) The maximum We will pay for mobile telephones is limited to R1,000 per Insured Person.
- d) The maximum We will pay for Personal Baggage or Valuables lost, damaged or stolen from a beach or pool-side is limited to R1,000 per Insured Person.
- e) The maximum We will pay for any cigarettes or alcohol lost, damaged or stolen is limited to R500 in total under this policy.
- f) The maximum We will pay for a laptop, palmtop or similar personal computer (and any fittings and accessories) shall be R5,000.

Special conditions relating to claims, Section 12:

- a) When baggage damage or loss occurs due to an airline's mishandling, We act as a secondary insurance carrier. The primary coverage is provided by the airline. A claim must be filed with the airline. The amount not reimbursed by the airline may then be directed to Us. If You can provide proof that You have taken all reasonable and necessary steps to claim from the airline, We will pay a pro-rata portion of the indemnity. Our liability will be reduced by the amount for which We consider the airline to be liable.
- b) If the airline deny your claim based on the fact that you did not file a claim or that the claim was not filed in time, We will also deny your claim since We are secondary to the airline.
- c) We have the option to either pay You for the loss, or replace, reinstate or repair the items concerned.
- d) Claims are paid based on the value of the goods at the time that they are lost.
- e) You must take suitable precautions to secure the safety of Your Personal Baggage, and must not leave it unsecured or Unattended or beyond Your reach at any time in a place to which the public have access.
- f) If claiming for Your goods that were stolen or lost You should produce proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim.
- g) Within 24 hours of the discovery of the incident, You must report loss of Personal Baggage to the local Police or to the Carrier,

What is not covered, Section 12:

- a) Any item loaned, hired or entrusted to You;
- b) Any loss, theft of, or damage to Personal Baggage left in an Unattended motor vehicle if:
 - i. the items concerned have not been locked out of sight in a Secure Baggage Area;
 - ii. no forcible and violent means have been used by an unauthorised person to affect entry into the vehicle; and
 - iii. no evidence of such entry is available.
- c) Theft of Valuables from an Unattended motor vehicle;
- d) Loss, theft of, or damage to Valuables from checked-in Baggage left in the custody of a Carrier and/or Valuables packed in Baggage left in the baggage hold or storage area of a Carrier;
- e) Valuables must be carried on Your person, or lodged in a safety deposit box at the time of loss.
- f) Electrical or mechanical breakdown or derangement of the article insured;
- g) Wear and tear, damage caused by moth or vermin, denting or scratching, or any process of dyeing or cleaning;
- h) Loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities;
- i) Dentures; bonds; securities; stamps or documents of any kind, including driving licences and passports; musical instruments; typewriters; glass; china; antiques; pictures; pedal cycles; hearing aids; coupons; vehicles or accessories; samples or merchandise or business goods or specialised equipment relating to a trade or profession, unused mobile telephone rental charges or pre-payments;
- j) Damage to fragile, perishable or brittle items;
- k) Forgotten or mislaid items;
- l) Liability in respect of a Pair or Set of articles where We shall be liable only for the value of that part of the Pair or Set which is lost or damaged;
- m) Sports gear whilst in use;
- n) Equipment used in connection with any Winter Sports or Adventure Sports and Activities unless You have paid the appropriate additional premium to extend Your policy;
- o) Loss or theft of or damage to Money (please see Section 14);
- p) Losses from a roof or Baggage rack;
- q) Claims for loss, theft or damage to anything being shipped as freight or under a Bill of Loading;

- r) Loss or damage to baggage not accompanying You on the same flight.
- s) The Policy Excess;
- t) Anything mentioned in the General Exclusions.

SECTION 13: BAGGAGE DELAY

What is covered, Section 13:

If Your Baggage is certified by the Carrier to have been lost or misplaced on the outward journey of a Trip for a period in excess of 6 hours, then You can claim an amount up to the Limit of Liability in the Schedule of Benefits per Insured Person for the purchase of essential items. Such sums will be refundable to Us if the Baggage or any part of it proves to be permanently lost and/or a claim is made under the Personal Baggage Section.

Special conditions relating to claims, Section 13:

You must provide receipts and a report from the Carrier confirming the length of the delay - otherwise no payment will be made.

What is not covered, Section 13:

- a) Any claim arising in connection with a Trip within Your Home Country;
- b) Delay, detention, destruction or confiscation by Custom officials or other authorities;
- c) Anything mentioned in the General Exclusions.

SECTION 14: LOSS OF CASH AND/OR PASSPORT

What is covered, Section 14:

- a) If during a Trip, the Money You are carrying on Your person or the Money You have left in a safety deposit box is stolen, damaged or destroyed, then subject to the following conditions and exclusions, We will cover You up to the Limit of Liability in the Schedule of Benefits per Insured Person in total.
- b) If Your passport is lost or stolen outside the country of departure during a Trip, We will pay up to R1,000 per Insured Person in respect of reasonable additional travel and accommodation expenses You incur abroad to obtain a replacement passport. We do not cover the replacement cost of the passport itself.

Special conditions relating to claims, Section 14:

- a) Within 24 hours of discovery of the incident You must report loss of Money or Your passport to the local Police or to the Carrier, as appropriate.
- b) You must produce to Us written documentation from the parties listed above confirming that the loss or theft occurred during Your Trip - otherwise no claim will be paid.
- c) You must produce to Us evidence of the withdrawal of bank notes or currency notes - otherwise no payment will be made.

What is not covered, Section 14:

- a) Shortages or loss due to error, omission, depreciation in value, or confiscation or detention by Customs or other lawful officials and authorities;
- b) Anything that can be replaced by the issuer;
- c) The Policy Excess;
- d) Anything mentioned in the General Exclusions.

SECTION 15: PERSONAL LIABILITY

What is covered, Section 15:

If in the course of a Trip You become legally liable for accidental bodily injury to, or the death of, any person and/or accidental loss of or damage to their property, then on condition that there is no other insurance in force covering the loss, the material damage or Your liability, We will cover You (or in the event of Your death, Your legal personal representatives) against:

- a) All sums which You shall become legally liable to pay as compensation; and
- b) All legal costs awarded to any claimant or incurred in the defence of any claim that is contested by Us or with Our consent.

We will pay up to the Limit of Liability in the Schedule of Benefits under this policy. This limit applies to any and all claimants in any one Period of Insurance affected by any and all occurrences with any one original cause.

What is not covered, Section 15:

- a) Injury to, or the death of, any member of Your family or household, or any person in Your service;
- b) Property belonging to, or held in trust by You or Your family, household or servant;
- c) Loss of or damage to property which is the legal responsibility of You or Your family, household or servant. (This exclusion will not apply to temporary accommodation which You occupy and for which You assume contractual responsibility during Your Trip);
- d) Any liability which attaches by virtue of a contractual agreement, but which would not exist in law in the absence of such an agreement;
- e) Claims for injury, loss or damage arising directly or indirectly from:
 - i. ownership or use of: airborne craft; horse-drawn, motorised, mechanically-propelled or towed vehicles; vessels, sail or powered boat (other than row boats or canoes); animals; firearms;
 - ii. the pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by You;
 - iii. the ownership or occupation of any land or building;
 - iv. wilful or malicious acts.
- f) Liability or material damage for which cover is provided under any other insurance;
- g) Accidental injury or loss not caused through Your negligence;
- h) Any injury, illness, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus, or to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused;
- i) Any claim arising in connection with a Trip within Your Home Country;
- j) Liability arising from the conduct by You of any profession, trade or business;
- k) Judgements which are not in the first instance either delivered or obtained from a court within South Africa or the country in which the event occurred;
- l) The Policy Excess;
- m) Anything mentioned in the General Exclusions.

SECTION 16: PERSONAL ACCIDENT

What is covered, Section 16:

If You suffer Accidental Bodily Injury during the Trip, which within 12 months is the sole and direct cause of death or Permanent Disablement, We will pay up to the Limit of Liability in the Schedule of Benefits to You or Your legal personal representatives the following benefits: (benefits are per insured person)

INSURED EVENT	SUM INSURED, Expressed as a percentage of the Limit of Liability
a) Death	100%
b) Total, permanent and irrecoverable loss of hearing in both ears	100%
c) Total, permanent and irrecoverable loss of hearing in one ear	50%
d) Total, permanent and irrecoverable loss of sight in both eyes	100%
e) Total, permanent and irrecoverable loss of sight in one eye	50%
f) Total, permanent and irrecoverable loss of both hands or feet	100%
g) Total, permanent and irrecoverable loss of one hand and one foot	100%
h) Total, permanent and irrecoverable loss of one hand or one foot	50%
i) Permanent and total loss of speech	100%
j) Permanent and incurable paralysis	100%
k) Permanent and total loss of four fingers and thumb of either hand	70%
l) Permanent and total loss of four fingers or thumb of either hand	40%
m) Permanent Total Disablement	100%
n) Permanent Disabilities not provided for under the listed Insured Events "a to m"	15%

Special conditions relating to claims, Section 16:

- The diagnosis and determination of Permanent Total Disablement must be made and documented by Our Medical Officer, and must be continuous and permanent for at least 24 consecutive months from the onset of the disablement;
- Permanent total loss of use of a limb shall be treated as a loss of limb;
- 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, not exceeding the Accumulation Limit;
- Notice of death must be given immediately and We will have the right to have a post mortem examination of the body.

What is not covered, Section 16:

- Injury not caused solely by outward, violent and visible means;
- Your disablement caused by mental or psychological trauma not involving Your bodily injury;
- Disease or any physical defect, infirmity or illness which existed prior to the commencement of the Trip;
- Any payment in excess of the amount legislated by law arising from death of Insured Persons under 18 years of age;
- An Insured Person engaging in any Adventure Sports and Activities (regardless of whether the Adventure Sports and Activities premium has been paid);
- Personal Accident benefits will cease on Your 66th birthday;
- Any claim arising directly or indirectly from any type of Illness and/or bacterial infection, except that this exclusion shall not apply to medically acquired infections or blood poisoning which may result from an accidental cut or wound;
- Anything mentioned in the General Exclusions.

SECTION 17: HIJACK OF PUBLIC CONVEYANCE**What is covered, Section 17:**

We will pay up to the Limit of Liability in the Schedule of Benefits per complete 24 hours if the aircraft or sea vessel in which You are travelling is hijacked for more than 24 hours on the original, pre-booked Trip.

What is not covered, Section 17:

- Any claim resulting from You acting in a way which could cause a claim under this Section;
- You must give Us a written statement from an appropriate authority confirming the hijack and how long it lasted;
- Anything mentioned in the General Exclusions.

SECTION 18: CARRIER ACCUMULATION LIMIT

The Carrier Accumulation Limit shall mean the maximum amount We will pay in the aggregate under this policy in respect of all insured persons in the same Carrier.

- The maximum amount We will pay if You are travelling on a cruise of 7 nights or less is R750,000.
- The maximum amount We will pay if You are travelling on a cruise of 8 nights or more is R5,000,000.
- In the event of a claim exceeding the Carrier Accumulation Limit, liability in respect of each insured person claimed for will be proportionately reduced until the total does not exceed the maximum limit.

IMPORTANT DISCLOSURES

Whilst we make every effort to ensure you fully understand the insurance product we have supplied there are certain facts we are obliged in terms of legislation to ensure that you not only know about but understand. The most notable being the Financial Advisory and Intermediaries Services Act (FAIS) and in the case of clients purchasing policies in their personal capacity the Policy Holder Protection Rules.

The most important objective of these obligations is to ensure you, our client, has full knowledge about the organisations involved in delivering the service to you as well as full understanding of the product you have purchased. Whilst every effort has been made to ensure we have achieved this objective if at any time you feel we have not provided you with information required or you do not understand the information we have given you, please ask us - do not assume! Whilst this information is important it does not form part of your actual policy wording.

We make every effort to ensure that at all times we act in your best interests and in no way allow our own interests, potential or actual, to influence our objective performance and the delivery of unbiased and fair financial service to you. There are a number of entities with whom we can have a relationship of this nature and a summary of these is provided below;

Financial Service Provider (FSP): They act as your broker/intermediary. They are also an FSP. There may be circumstances they have a relationship with another broker (FSP) that you need to be aware of and should be advised of such by your broker.

Product Provider/Supplier: This is Your insurer. Each of the above may well have companies that are associated with them with whom we have a relationship. These could be subsidiary or holding companies or certain natural persons such as spouse, children, parent. Where these relationships exist you need to be made aware of them.

Underwriting Manager: Policy and Claims administration and Premium Collections. We are appointed by the Product Provider (Insurer) to manage a specific type of product on their behalf. Oojah Travel Protection (Pty) Ltd is a licensed Financial Service Provider.

Financial Advisory and Intermediary Services Act (FAIS):

Legislation to ensure there are minimum standards set within the financial services sector, to ensure you the client receive the highest possible level of service and protection.

Ombudsman : The independent body created to further protect the client and deal with any disputes between insurers and clients. There are currently two such Ombuds.

Financial Services Board: The body that administers the FAIS Act and other legislation relevant to insurance.

Registrar: The body that ultimately deals with all regulation with a specific category of insurance e.g Short Term or Long Term.

Distribution channel: These are arrangements with any of the above or combination of these that provides support or services to

Any other person:

us in our role of providing a financial service to you
If there are any other persons that provide us with a financial interest as part of the delivery of the financial service

Details about ourselves:

Company Name: Oojah Travel Protection (Pty) Ltd
Postal Address: PO Box 41641, Moreletapark, 0044
Telephone Number: 012 482 6705
Full physical address: 71 Steenbok Ave, Monument Office Park, Pretoria
Fax Number: 0866 43 44 36
Web-site: www.oojahtravel.co.za
Our license to transact business as a Financial Service Provider:

FSP Number:	42928
Categories of License:	Short-term Personal lines and Commercial lines
Any exemptions applicable to us:	None
Our Insurances in place that provide protection to our clients:	a) Professional Indemnity and Fidelity: Sum Insured: R10,000,000 b) IGF: No, premiums are paid into the Hollard premium bank account

How do we get paid for what we do:

The actual premium shown on Your quote, renewal or policy schedule will be paid directly to Hollard. If there are any additional fees due to us or Hollard these will be shown separately. As Underwriting Managers of Hollard we are paid a fee by them for managing your insurances on their behalf. In addition we do have a vested interest in this transaction by virtue of a profit share between ourselves and Hollard.

What represents an Ownership or Financial interest?
Ownership

Actual equity that was paid for. Cash, or its equivalent, vouchers, gift service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration

Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these. We also confirm that no staff are incentivised to give preference to any specific insurer and/or product and where incentives based on volumes of business are in place these are supported by an assessment of the quality of the business sold and procedures followed. We further undertake that no financial interest exceeding R1, 000 per calendar year, will be received by any of our representatives or provided to any representative of the above listed entities.

A full copy of our overall conflict of interest management policy can be obtained from;

- i) Our offices upon written request to

travelinsurance@oojahtravel.co.za

- ii) From our website www.oojahtravel.co.za
- Do we own more than 10% of any Insurer? No
 - Do we receive more than 30% of our income from any insurer? Yes
 - Do we have a relationship with any product provider that provides an Ownership or financial interest? Yes: Hollard is a shareholder of Oojah
 - And how do we avoid or mitigate any potential conflict in this relationship? Whilst this relationship is not seen as a conflict of interest the relationship is formally disclosed
 - Do we have a relationship with any other FSP that provides an Ownership or financial interest? No
 - Do we have a relationship with any Distribution channel that provides an Ownership, financial interest or support service? No
 - Do we have a relationship with any Other Person that provides an Ownership or financial interest? No

If You have a complaint about Oojah's service, staff or products sold to you please contact us in writing with full details of the problem You have encountered:

E-mail Address: travelinsurance@oojahtravel.co.za

Details about Your Insurer and Our relationship with them:

Company Name: The Hollard Insurance Company
 Postal Address: PO Box 87419, Houghton, 2041
 Telephone Number: (011) 351 5000
 Physical address: 22 Oxford Rd, Parktown, 2193
 Web-site: www.hollard.co.za

Their license to transact business as a Financial Service Provider:

FSP Number:	17698
The category of product and or services we are mandated to supply on behalf of the insurer:	Travel Insurance
Written mandate to act on behalf of the Insurer	Yes

If you have a complaint about Hollard's service, staff or products sold to you that you have been unable to resolve with ourselves please contact the following person in writing with full details of the problem you have encountered:

E-mail Address: craigst@hollard.co.za

What else should you know?

We undertake:

- To keep all information you tell us about yourself confidential,
- Not to alter any documents you provide us with when submitting to any insurer. Where we feel an error has been made we will advise you prior to submission,
- To never ask you to sign blank documents - wherever possible all documents, be they

proposals or claim forms should be completed by you to ensure full detail,

- Never to take away any rights you have in terms of any legislation that governs the way we transact business,
- To supply a copy of any documents used in the preparation of your insurances, when required, free of charge.

Your insurer undertakes:

- To be the one who provides the reason for any claim that is repudiated,
- To ensure that they write to you should they wish to cancel your policy and to give you at least 30 days notice of their intention to do so.

Payment of premiums:

- All premiums must be paid at inception or renewal date for the policy to be in force.

If you have claim or are involved in an incident that could lead to a claim:

- You must advise us immediately, on the emergency telephone number provided. Your policy will contain conditions that relate to the early reporting of potential claims and it is important that you do not breach this responsibility.

If any of the information you gave us changes:

- You must advise us immediately - policy cover, premiums and terms are based on what you told the insurer, we need to advise them of any changes that could affect their view of you and your policy.

Short-term Ombudsman	FAIS Ombudsman
011 726 5501 (fax)	012 348 3447 (fax)
www.insuranceombudsman.co.za	
info@osti.co.za	info@faisombud.co.za
Registrar of Insurance	Oojah's Compliance Officer: Pretium Services
012 347 0221 (fax)	011 678 8831 (fax)
www.fsb.co.za	Tel: 0861 2266759

One stop call centre for Ombud and Regulatory bodies in the financial services industry: 0860 OMBUDS (0860 662 837)

Schedule of Benefits	Limit of Liability 7 Nights or less	Limit of Liability 8 Nights or more incl. Madagascar
Emergency Medical and Related Expenses		
Medical Expenses (Accident only for Local cruises) Excess	R 750 000	R 5 000 000
Medical Expenses Terrorism Extension	Nil	R 300
Medical Evacuation, Repatriation or Transport to Medical Centre	Real Expense	Real Expense
Dental Expenses (injury Included In Medical Expenses): Illness	Nil	R 5 000
Optical Expenses (injury Included In Medical Expenses): Illness	Nil	R 5 000
Follow up treatment in South Africa	Nil	R 5 000
Expenses for sending a doctor in-situ	Real Expense	N/A
Locating unavailable medication	Real Expense	N/A
*Local Cover does not include Out-Patient treatment		
Note: Emergency Medical and Related Expenses are limited to Accident Related incidents on Local Cover.		
Personal Accident Insurance		
Accidental Death	R 50 000	R 50 000
Permanent Disability as a result of an Accident R 50,000	R 50 000	R 50 000
Broken Bones - Seniors only	R 10 000	R 50 000
Assistance Services		
Cancellation & Curtailment - Excess R500	R 10 000	R 15 000
Baggage, Money, Credit Cards & Traveller's Cheques		
Loss, theft or damage of baggage/trade samples	R 10 000	R 15 000
Single item limit	R 1 500	R 1 500
Excess	R 500	R 500
Loss or Theft of Cash and/or Travel Documents	R 250	R 1 000
Baggage Delay - After 6 hours	R 1 500	R 1 500
Travel Delay & Missed Connection (min. 4 hours connecting time)	R 750	R 750
Personal Liability Abroad - Excess R1000	R 500 000	R 2 000 000
Hijack Public Conveyance - After 12 Hours	R 5 000	R 5 000
Carrier Accumulation Limit:	R 750 000	R 5 000 000