

WESBANK TRAVEL INSURANCE POLICY WORDING

This Insurance is only applicable to residents of the Republic of South Africa, Botswana, Lesotho, Namibia and/or Swaziland and who hold a valid qualifying credit, cheque or debit card, for persons up to the age of 85 inclusive.

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

Benefits are limited to the amount as shown on **Your Schedule of Insurance**. **We** have the option to arrange direct settlement with the service provider, reimburse **You**, 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 earlier than six months prior to **Your** departure.

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 or quad bike with an engine capacity of 500cc or less, provided that **You** or the driver hold a current legal motor cycle driver's licence;
- b. **Your** 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. **Your** participation in any **Hazardous, Competitive or Professional Sport or Activity**, other than cover provided under Sports Extension (Section 11), at an additional premium. The following are excluded entirely - aerobatic flying, BMX, Cape Epic, cave diving, cliff diving, free diving, hang gliding, horse racing, hunting, ice climbing, microlite flying, motor vehicle and/or motor bike and/or quad bike racing, muay thai, paragliding, parachuting, rock climbing, running with the bulls, freestyle skiing, sky diving, sky surfing, street luge, tow-in surfing, Tour deAFrique, toboggan racing, white water rafting class 6, Mt Everest past basecamp.
- d. search and rescue;
- e. consequential loss, loss of enjoyment or financial loss or expense not specifically covered in this policy;
- f. **You** travelling against medical advice or **You** travelling with the intention of obtaining medical treatment abroad;
- g. 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;
- h. sexually transmitted disease;
- i. 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
- j. flying or air travel of any kind other than:
 - on a flight arranged by the **Assistance Company** or;
 - flying as a passenger in any fully licensed passenger carrying aircraft, but not as a member of the crew during the course of **Your** employment, and not for purpose of undertaking any trade or technical operation therein;
- k. any child born whilst on a **Journey**;
- l. **Manual Labour** in connection with a business or a trade, including any person who is contracted or employed to drive a commercial vehicle;
- m. 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;
- n. **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;
- o. 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;
- p. 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;
- q. **You** travelling with the intention of emigrating;
- r. **You** engaging in or taking part in armed forces service or operations;
- s. **Your** deliberate exposure to exceptional danger (except in an attempt to save human life);
- t. non-admittance into any country by the authorities;
- u. interest accrued on any indemnity payable under this policy.

General Conditions Applying to the Entire Policy:

It is a condition precedent to liability that:

- a. **You** are healthy and fit to travel;
- b. if **You** are travelling on a sea faring vessel the **Assistance Company** will endeavour to provide emergency services from the nearest port or harbour;
- c. the following sporting activities are automatically included, for leisure purposes only - abseiling, athletics, archery, badminton, bare foot water skiing, basketball, bobsledding, body boarding, bowls, boxing, camel riding, canoeing, combat rifle shooting, cricket, cycling, dancing, darts, dog sledding, dressage, elephant riding, fencing, fishing, go-karting with engine capacity of 200cc or less, golf, gymnastics, handball, heli skiing, hiking, hockey, hot air ballooning, horse riding, ice hockey, ice skating, jet skiing with engine capacity of 500cc or less, ju jitsu, judo, karate, kayaking, kick boxing, kite skiing, kite boarding, kite surfing, kung fu, martial arts, mountain biking, mountaineering up to 3 500m, netball, parasailing, polo cross, power lifting, pistol shooting, roller blading, rowing, running, rugby, sailing, snow skiing (alpine, green, blue, red, black slopes, cross country and off piste with a guide), dog skijoring, snorkeling, snowboarding, soccer, soft ball, squash, surfing, swimming, table tennis, tennis, tenpin bowling, trekking, volleyball, wake boarding, water polo, water skiing, white water rafting (class 1, 2 and 3), wind surfing, wrestling. A sports extension is required for any of the aforementioned sports if **You** are participating for **Competitive** and/or **Professional** purposes;
- 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. 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;
- g. **You** must observe all of the policy conditions insofar as they relate to anything to be done by **You**;
- h. the family premium is applicable on the Senior Policies, includes cover for **You** and **Your Spouse**;
- i. 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;
- j. 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 cheque card or credit card insurance other than that of FirstRand Limited 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;
- k. 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;
- l. **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**;
- m. in all cases the monetary limits shown in the policy are deemed to be South African Rand;
- n. **You** reimburse **Us** within 30 days of receiving a written request to defray any expense for which **We** are not responsible;
- o. 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;
- p. 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, 2nd Floor, South Wing, 288 Kent Avenue, Randburg, 2196 who have authority to accept notice on **Our** behalf;
- q. **You** are a resident of the Republic of South Africa, Botswana, Lesotho, Namibia and / or Swaziland;
- r. **You** have purchased **Your** full **Public Conveyance** tickets, that is departure and return tickets with a valid First National Bank Credit Card or First National Bank Platinum Cheque Card, WesBank Credit Card, kulula credit card, Clicks ClubCard Credit Card, RMB Private Bank Cheque Card or Credit Cards, FNB Private Clients Cheque Card or Credit Cards.
- s. **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 cheque cards or credit cards;
- t. the maximum number of travellers per cardholder, per **Journey** is 8 for Consumer cardholders and 10 for Corporate/Lodge cardholders;
- u. **Your Journey** commences and ends in **Your Country of Residence**;
- v. **You** are not aware of any reason why the **Journey** should be cancelled or abandoned;
- w. cover cannot be granted for a period in excess of 90 days;
- x. **Our** liability is limited to 365 days from the date a valid claim occurs in the Period of Insurance;
- y. the maximum age limit is 85 years (inclusive).

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** up to a limit of R5 000, unless pre- authorisation is given by the **Assistance Company**, for the immediate relief of pain and / or emergency repair to restore dental function.

1.1 Related Expenses

1.1.1 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 the nearest most appropriate medical facility to obtain necessary treatment and / or repatriation to **Your Country of Residence**.

1.1.2 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.

1.1.3 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**.

1.1.4 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**.

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

1.1.6 Daily Hospital Cash Benefit

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

1.1.7 Follow Up Treatment in Your Country of Residence (Available on Optional Optimum Cover Only)

If **You** incur medical expenses whilst on an international **Journey** and a claim is reported to **Our Assistance Company** prior to **Your** return to **Your** Country of Residence, **We** will reimburse **You** for continuing **Reasonable and Customary Medical Expenses** incurred within 30 consecutive days after **Your** return to **Your Country of Residence**. (Please refer to Section 01: Condition d.) This Sub Section is only applicable if **You** have purchased the optional Optimum Cover.

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 **You** or **Your** medical advisors are aware will arise during the **Journey** or where a medical advisor has advised against travel;
- d. vascular, cardiovascular and/or cerebrovascular conditions if **You** are over the age of 70 years;
- e. procedures relating to oral hygiene;
- f. investigatory treatment that is not specified by a medical practitioner appointed by **Us** as immediately necessary;
- g. physiotherapy charges exceeding R2 000 unless treatment is received whilst **You** are hospitalised.

Section 01: Conditions

- a. **You** must obtain **Our** or the **Assistance Company's** prior authorisation before incurring any expenses over R10 000 as soon as reasonably possible. If prior authorisation is not obtained, cover will be limited to what **We** would have paid had **We** been able to instruct **Our** preferred suppliers.
- 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. Reimbursement for cover in respect of Follow Up Treatment in Your Country of Residence (Sub Section 01.1.7), is in excess of any amount for which **Your** Medical Aid Fund or Medical Insurer is liable. Where **You** do not have a Medical Aid Fund or Medical Insurer, **We** will not pay the first R1 000 of each and every claim.
- e. If **You** cannot return to **Your Country of Residence** on the date stated in **Your** Schedule of Insurance due to a valid claim under Emergency Medical and Related Expenses (Section 01) or Pre-Existing Emergency Medical and Related Expenses (Section 02) and **Your** policy expires, **We** will automatically extend **Your** policy until such time that **You** are medically fit to return to **Your Country of Residence** as determined by the **Assistance Company**.

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.

2.1 **Related Expenses**

2.1.1 **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 the nearest most appropriate medical facility to obtain necessary treatment and / or repatriation to **Your Country of Residence**.

2.1.2 **Compassionate Emergency Visit**

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

2.1.3 **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.

2.1.4 **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.

2.1.5 **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 and/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. expenses incurred in You are over the age of 70;
- f. a **Terminal Prognosis** diagnosed as such prior to the departure of Your **Journey**.

Section 02: Conditions

- a. You must obtain Our or the **Assistance Company's** prior authorisation before incurring any expenses over R10 000 as soon as reasonably possible. If prior authorisation is not obtained, cover will be limited to what We would have paid had We been able to instruct Our preferred suppliers
- 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, cheque card or 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

1. Death 100%
2. **Permanent Total Disablement**
Scale of **Permanent Total Disablement**:
 - 2.1 Loss by physical separation at permanent total loss of use at or above the wrist or ankle of one or more limbs - 100%
 - 2.2 Total, permanent and irrecoverable loss of hearing in one ear - 50%
 - 2.3 Total, permanent and irrecoverable loss of hearing in both ears - 100%
 - 2.4 Total, permanent and irrecoverable loss of sight in one eye - 50%
 - 2.5 Total, permanent and irrecoverable loss of sight in both eyes - 100%
 - 2.6 Permanent and total loss of speech - 100%

Section 03: Exclusions

We will not pay for any claim resulting from:

- a. travel in any single engine aircraft;
- b. travel in any helicopter unless when utilised as a connecting flight by a scheduled airline.

Section 03: Conditions

- a. 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.
- b. 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.
- c. In the event of the death of a minor child, the limit of compensation is subject to the amount legislated by law at the time of the death.
- d. The maximum known accumulation in respect of Accidental Death and Permanent Total Disablement (Section 03) is R10 000 000 (Ten million rand).

Section 04: Journey Cancellation, Journey Curtailment and Travel Delay

4.1 **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** or person abroad with whom You had intended to stay and as deemed by a medical practitioner;
- 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.

4.2 **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 by a medical practitioner;
- 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**.

4.3 **Travel Delay**

If the scheduled departure of **Your Public Conveyance** transport is delayed for at least 6 hours, due to any fortuitous cause outside **Your** control, We will reimburse **You** for reasonable additional expenses incurred for meals, drinks, travel costs, accommodation and the like if **Your** carrier does not provide them. This excludes prepaid accommodation and travel expenses. This is not a cash benefit and **You** must therefore 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. **Your** disinclination to proceed or **Your** 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**, the person with whom **You** had intended to stay or the person who is the cause and reason for the cancellation or curtailment, are over the age of 70 years;
- h. costs associated with treatment 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**;
- i. the cancellation of the **Journey** on request of **Your Spouse**, parent or employer;
- j. weather conditions. This exclusion does not apply to Section 04.4 Travel Delay;
- k. **You** not having the required and / or valid and /or correct travel documents, or visas;
- l. any omission to comply with health requirement of any country to be visited by **You**;
- m. **Pre-Existing Medical Conditions** that **You**, **Your Travelling Companion**, a member of **Your Immediate Family**, **Business Associate**, the person with whom **You** intended to stay or the person who is the cause and reason for the cancellation or curtailment, are inflicted with;

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**. This amount includes any legal costs recoverable from **You** by the claimant/s and other expenses incurred with **Our** consent but shall never exceed the Limit of Liability stated in the **Schedule of Insurance**.

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 Immediate 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

- a. No admission, offer, promise or payment shall be made by **You** without **Our** written consent.
- b. **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.
- c. **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 and Hostage or Wrongful Detention Inconvenience

If the **Public Conveyance** in which **You** are travelling is **Hijacked** and **You** are held hostage or if **You** are wrongful detained We will pay **You** a daily 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 **Spouse**, **Accompanied Children**, **Relative**, **Business Associate** or employee of **Yours**;
- d. any criminal or illegal act intentionally committed by **You**.

Section 08: Luggage

8.1 **Luggage**

If **Your** 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:

1. there is a maximum limit of 25% of the benefit limit, for any single item of luggage or **Personal Effects**;
2. a camera, its lenses and fittings and the camera case shall be deemed to be a single item;
3. 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;
4. spectacles, sunglasses, contact lenses are limited to R1 000 per pair;
5. golf clubs, golf bags and golf equipment will be deemed to be a single item;
6. jewellery and its attachments shall be deemed a single item;
7. a laptop and accessories, including but not limited to battery charger, adapter and case, shall be deemed to be a single item;

8. a Tablet Personal Computer and accessories, including but not limited to battery charger, adapter, external, keyboard and case, shall be deemed to be a single item and is limited to R2 500.

8.2 **Cash and 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, cheque card or credit card, 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. **Your** 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. 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;
- e. 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;
- f. theft from an unattended vehicle unless such property is securely contained in a compartment of the vehicle that is not visible to passers-by and entry to the vehicle is gained by visible, forcible and violent means;
- g. loss of trade samples;
- h. mechanical or electrical breakdown or derangement;
- i. loss or damage to bonds, stamps, negotiable instruments, manuscripts, deeds, securities or any kind or bullion;
- j. loss or damage to sporting equipment or tools of trade whilst in use;
- k. loss or damage to unaccompanied luggage.

Section 08: Conditions

- a. **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;
- b. **You** must take all reasonable precautions to minimise any loss and not abandon any damaged property;
- c. **You** must always attempt to make a recovery from the transport carrier and never leave an airport, station or harbour 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 report all losses within 48 hours to the local police authorities in the area where the loss occurred 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, laptops, tablet personal computers and/or eReaders) 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 the period stated in **Your Schedule of Insurance**, **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**. This is not a cash benefit.

Section 09: Exclusions

We will not pay for any claim arising from:

- a. **Your** omission for any reason to check in according to the scheduled times;
- b. delay, detention, destruction or confiscation by customs officials or other authorities;
- c. delayed luggage on return to **Your Country of Residence**.

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), up to the maximum limit as shown in the **Schedule of Insurance** for this Section.

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. Accidental Death and/or Permanent Total Disablement (Section 03)
- d. Personal Liability (Section 05)

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.

Definitions

For the purpose of this policy the following definitions apply:

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

Assistance Company: The Company whom **We** have authorised to assist, co-ordinate 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: The country in which **You** live and which is regarded as **Your** permanent home within the Republic of South Africa, Botswana, Lesotho, Namibia and / or Swaziland.

Hijack/ed: Using force and violence to seize control of a vehicle, aircraft or sea vessel in transit, either to rob it and/or divert it to an alternative destination.

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.

Limits of Liability: The maximum amount which **We** will pay **You** in respect of a benefit as stated in the **Schedule of Insurance**.

Manual Labour: Unskilled, semi-skilled and/or skilled physical labour involving working with **Your** hands and/or operation of mechanical and/or non-mechanical and/or electrical machinery and/or equipment and/or tools.

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, and/or **You** being permanently bedridden as a direct result thereof.

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

Pre-Existing Medical Conditions: Any medical condition for which **You** are receiving treatment at the date of departure of **Your Journey** or any recurring, chronic or continuing illness or condition(s) for which **You** received treatment or advice or in respect of which **You** incurred any costs, during the 6 (six) months prior to the departure of **Your Journey**.

Public Conveyance: A scheduled or chartered conveyance licensed to carry passengers 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 document detailing the benefits and **Limits of Liability** applicable under this policy.

Spouse: **Your** husband or wife or partner.

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

Terrorism: 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** and travelling with **You** on the same itinerary.

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

We, Us, Our, Insurer: Travel Insurance Consultants, a division of Santam Limited.

You, Your: 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 qualifying credit card, debit or cheque cards 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.