

## **FNB Senior Policy Wording**

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### **SECTION A: PREAMBLE**

1. This Insurance is only applicable to residents of the Republic of South Africa, Botswana, Lesotho, Namibia and/or Swaziland, who hold a valid qualifying credit, cheque or debit card or eBucks and for persons up to the age of 70 inclusive.
2. The Schedule of Insurance and policy wording must be read together as one document.
3. Benefits are limited to the amount as shown in Your Schedule of Insurance.

4. We have the option to either arrange direct settlement with the Service Provider, reimburse You, replace or repair (or any combination of these) when compensating You.
5. This policy is only valid if the full cost of Your Public Conveyance tickets, departing from and return to Your Country of Residence, has been debited to a valid and qualifying cheque card or credit card or eBucks issued by First Rand Bank Limited (which has been specifically nominated to by the Bank).
6. In respect of Section 3, Sub Section 3.1 cover commences on the date You purchased Your Public Conveyance ticket but no earlier than six months prior to Your departure.

## **SECTION B: DEFINITIONS**

For the purpose of this policy the following definitions apply:

1. **Accompanied Children:** Your dependent children not in full-time employment and under the age of 21 years or under the age of 25 provided they are in full time education who are travelling with You on the Journey.
2. **Assistance Company:** The Company whom We have authorised to assist, coordinate and negotiate claims.
3. **Business Associate:** A partner or director.
4. **Civil Commotion:** An uprising amongst people whose conduct leads to disturbance to civil order and being more than a mere riot but not attaining the status of any actual rebellion.
5. **Claim:** A request compiled in the form and manner as required by Us, and made by You, requesting assistance and/or payment of a benefit under this Policy and the phrase "to Claim" shall have a corresponding meaning.
6. **Commercial Vehicle:-** A vehicle used by an individual or a business to transport goods or people on public roads.
7. **Competitive Sport or Activity:** A sporting activity where You have entered into an official, organised event, race or contest.
8. **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.
9. **Covered Area:** The territory in which You are travelling.
10. **Hazardous Sport or Activity:** Any pursuit or activity where it is recognised there is an increased risk of serious harm, injury or death as compared to ordinary recreational activities.
11. **Hijack/ed:** The use of, or, the credible and imminent threat of force and violence to seize control of a Public Conveyance, be it about to commence its journey, or is in transit, with the intention either to hold it hostage and/or rob it, or those in it, and/or divert it to an alternative destination.
12. **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, niece or nephew.
13. **Inpatient:** You as the insured, in circumstances when You are admitted to a hospital or medical facility for emergency medical treatment as recommended by a Medical Practitioner and that requires at least one overnight stay.
14. **Insured:** You, as the individual named in the Schedule of Insurance.
15. **Journey:** A Journey undertaken by You during the Period of Insurance subject to the following:
  - 14.1 the international Journey will be deemed to commence when You proceed to the point of embarkation, or where Your destination is outside the Country of Residence and such Journey begins when You depart from Your normal place of residence or place of employment, whichever occurs latest ('Departure Date');
  - 14.2 the international Journey shall continue until, and terminate upon, Your return to Your normal place of residence or place of employment, whichever occurs first, ('Return Date');
  - 14.3 the local Journey will be deemed to commence, when You proceed to the point of embarkation, where

Your destination is within the Country of Residence and such Journey begins when You board a Public Conveyance Carrier ('Departure Date') and ends when You disembark from the Public Conveyance Carrier ('Return Date') returning to the original departure point;

- 14.4 the Journey may last to a maximum of 90 days; from the Departure Date to the Return Date, both days included;
  - 14.5 in the event of a medical repatriation or evacuation to Your Country of Residence, under Section 01.1.1, Your international Journey will cease upon You being handed over to the medical facility in Your Country of Residence.
16. Limit/s of Liability: The maximum amount which We will pay You in respect of a benefit as stated in the Schedule of Insurance.
  17. 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.
  18. Medical Practitioner: a doctor or dentist legally registered to practise medicine by the appropriate medical authority as being fully compliant and with a current licence, and who is performing within the scope of his/her practice as defined and required under the prevailing applicable law, and as approved by Us.
  19. Permanent Total Disablement: Disablement which entirely prevents You from following Your usual occupation or any other occupation for which You are fitted by knowledge and training, which persists for 12 consecutive months and at the end of that period is beyond hope of improvement, and/or You being permanently bedridden as a direct result thereof.
  20. Personal Effects: Spectacles, dentures, purses, wallets, cosmetics and other Personal Effects normally carried on the person.
  21. Policy: this policy of insurance that is made up of the Schedule of Insurance, Premium Notification and policy Terms and Conditions, together with all disclosure notices, endorsements, annexures, appendices, schedules and amendments issued by Us.
  22. Pre-Existing Medical Conditions: Any injury, illness, sickness, diseases, or other physical, medical, mental or nervous condition, disorder or ailment, including any subsequent, chronic or recurring complications, that with reasonable medical certainty existed any time during the 6 months prior to purchasing Your Public Conveyance tickets, whether or not previously manifested or symptomatic, diagnosed, treated or disclosed.
  23. Public Conveyance: A scheduled, registered commercial or chartered: land ("Scheduled Vehicle"), water ("Scheduled Vessel") or air (Scheduled Flight") conveyance, fully compliant with all laws and regulations in the country in which it is operating and licensed to carry fare-paying passenger in which You are travelling, but excludes any taxis, motorcycles, hired motor vehicles, single engine aircraft and/or helicopters.
  24. Reasonable and Customary Medical / Dental Expenses: means the charges which:
    - 24.1 are medically required for treatment of a covered illness or injury;
    - 24.2 do not exceed the charges normally levied for similar treatment, supplies or medical services in the locality where the expenses are incurred;
    - 24.3 do not exceed the charges for treatment that would have been made if no insurance existed.
  25. Relative: A person related to You by blood or through a civil union.
  26. Riot: A civil disorder characterized by the use, or threat of, violence, chaos, vandalism or other criminal activity or disorder causing alarm to the public.
  27. Schedule of Insurance: The schedule so titled forming part of the Policy, detailing the benefits and Limits of Liability applicable.
  28. Service Provider: A person or entity approved by Us a providing necessary support services for Your assistance as contemplated by the Cover under this Policy.
  29. Spouse: Your husband or wife or partner.

30. Sports Extension: An extension to Your Policy to include cover for Your participation in certain sporting activities and/or events. An additional premium is charged.
31. Strike: A concerted cessation of work on the part of a body of workers for the purpose of obtaining some concession from the employer or employees.
32. Terminal Prognosis: Your condition as assessed by a Medical Practitioner who has declared You terminally ill and given You a limited life expectancy.
33. Terrorism: An act, including but not limited to the use of intimidation, force or violence and/or the threat thereof, ('terror') by 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 coerce the public and/or put the public, or any section of the public, in a state of fear and distress, and, "Terrorist" shall have a corresponding meaning.
34. Travel Companion: The person who is sharing travel and accommodation arrangements with You and travelling with You on the same itinerary.
35. Traumatic Event: Personal trauma experienced by You or a member of Your Immediate Family caused by kidnap, Hijack, rape, armed robbery or violent assault and verified by a police report.
36. We, Us, Our, Insurer: Travel Insurance Consultants, a division of Santam Limited.
37. You, Your: The Insured, as the individual named on the Schedule of Insurance and/or the individual named on the Public Conveyance ticket whose Journey has been paid in full by a valid qualifying card or eBucks issued by FirstRand Bank Limited (which has been specifically nominated by the Bank).

### **SECTION C: GENERAL EXCLUSIONS APPLYING TO THE ENTIRE POLICY:**

We will not pay for any claim arising from:

- a. Your participation in motorcycling except as a driver or passenger of a motorcycle with an engine capacity of 500cc or less, provided that You or the driver hold a current legal motor cycle driver licence. If You are the driver of the motorcycle and carrying a passenger, You must hold a valid motorcycle drivers licence. If You are not carrying a passenger, You must hold either a valid motorcycle learners licence or a motorcycle drivers licence;
- b. Your participation in quad biking, jet skiing and/or snow mobiles, as a driver or passenger thereof, with an engine capacity of over 500cc;
- c. You not wearing a proper and suitable crash helmet whilst riding a motorcycle, quad bike, jet ski and/or snow mobile;
- d. Your participation in underwater diving involving the use of any artificial breathing apparatus, unless You hold a valid open water diving certificate or are diving under the supervision of a qualified instructor;
- e. Your participation in any Hazardous, Competitive or Professional Sport or Activity, other than activities under Section 1.1.6, where You have paid an additional premium;
- f. search and rescue;
- g. consequential loss, loss of enjoyment or financial loss or expense not specifically covered in this policy;
- h. You travelling against medical advice or You travelling with the intention of obtaining medical treatment abroad;
- i. psychiatric, psychological or emotional illness of any kind, suicide, attempted suicide, deliberate self-injury, insanity, depression, stress or any similar syndrome;
- j. the effects of alcohol, if You are over the legal limit of the country or State where the incident occurs, or the effects of drugs, unless prescribed by a medical doctor;
- k. sexually transmitted disease;
- l. the following conditions if You are Human Immunodeficiency Virus (H.I.V.) positive or have Acquired Immune Deficiency Syndrome (A.I.D.S.):
  - i. Kaposi's Sarcoma
  - ii. Pneumocystis Jirovecii
  - iii. Tuberculosis
  - iv. Cytomegalovirus (C.M.V.)
  - v. Cryptococcal Meningitis
  - vi. Disseminated Herpes and/or Shingles Human

- m. flying or air travel of any kind other than:
  - i. on a flight arranged by the Assistance Company or;
  - ii. flying as a passenger in any fully licensed passenger carrying aircraft, but not as a member of the crew during the course of Your employment, and not for purpose of undertaking any trade or technical operation therein;
- n. any child born whilst on a Journey;
- o. Manual Labour work in connection with a business or a trade, including any person who is contracted or employed to drive a Commercial Vehicle;
- p. 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;
- q. 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;
- r. 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;
- s. 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;
- t. You travelling with the intention of emigrating;
- u. You engaging in or taking part in armed forces service or operations;
- v. Your deliberate exposure to exceptional danger (except in an attempt to save human life);
- w. non-admittance into any country by the authorities;
- x. interest accrued on any indemnity payable under this policy;
- y. medical expenses incurred within the borders of Your Country of Residence;
- z. the Sanction Limitation and exclusion clause which states, "No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America".

#### **SECTION D: 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. Claims must be notified promptly and submitted no later than 30 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;
- d. all claims other than Emergency Medical and Related Expenses (Section 1) are only payable in the Republic of South Africa in South African Rand on Your return to Your Country of Residence;
- e. 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;
- f. You must observe all of the policy conditions insofar as they relate to anything to be done by You;
- g. We reserve the right of subrogation and may at Our expense and in Your name, pursue any actions available to obtain a claim recovery. You must provide all reasonable assistance and co-operation, not to prejudice these rights;
- h. 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;
- i. whilst this policy may operate 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 First Rand 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 3;
- j. where You have purchased additional policies from Us, Our maximum payment will never be more than the maximum Limit of Liability as stated on the policy with the highest benefits. This does not apply if You have

- purchased the optional Optimum Cover;
- k. in all cases the monetary limits shown in the policy are deemed to be South African Rand;
  - l. You reimburse Us within 30 days of receiving a written request to defray any expense for which We are not responsible;
  - m. 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;
  - n. 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 a division of Santam Limited, The Pavilion, The Wanderers Office Park, 52 Corlett Drive Illovo, Gauteng, South Africa, who have authority to accept notice;
  - o. Your Country of Residence is in the Republic of South Africa, Botswana, Lesotho, Namibia or Swaziland;
  - p. You have purchased Your full Public Conveyance tickets, that is departure and return tickets from Your Country of Residence, with a valid First National Bank credit card, First National Bank Platinum cheque card or First National Bank Private Clients cheque or credit card, Wesbank credit card, kulula credit card, RMB Private Bank cheque or credit card or eBucks;
  - q. 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;
  - r. the maximum number of travellers per cardholder, per Journey is 8 for Consumer cardholders and 10 for Corporate/Lodge cardholders;
  - s. this policy is not intended to be used as a Corporate Travel Insurance policy;
  - t. Your Journey commences and ends in South Africa, Botswana, Lesotho, Namibia or Swaziland;
  - u. You are not aware of any reason why the Journey should be cancelled or abandoned;
  - v. the Period of Insurance cannot be granted for a period in excess of 90 days and is limited only to Journeys where the Public Conveyance ticket has been purchased with the relevant qualifying First Rand Limited cards or eBucks;
  - w. Our liability is limited to 365 days from the date a valid claim occurs in the Period of Insurance;
  - x. the maximum age limit is 85 years (inclusive);
  - y. First Rand Limited and/or We reserve the right to refuse any service or benefit where the service is being abused, used fraudulently or is no longer valid;

## **SECTION 1: 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 preauthorisation is given by the Assistance Company, for the immediate relief of pain and / or emergency repair to restore dental function.

If You require medical treatment as a result of malaria, which can reasonably be attributed to being contracted whilst on Your Journey, and manifests itself within 21 days after Your return to Your Country of Residence, We will insure You for Reasonable and Customary Expenses up to a limit of R5 000.

### **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 EMERGENCY MEDICAL AND RELATED EXPENSES AS A RESULT OF A SPORTING ACTIVITY**

If You require emergency medical treatment as a result of accidental bodily injury whilst participating in a leisure sporting activity, We will insure You for Reasonable and Customary Medical Expenses incurred, including hospital and out-patient treatment and prescription medication.

#### **SECTION 1.1.6: EXCLUSIONS**

We will not pay for any claim arising from:

- a. Your participation in the following sporting events and/or activities for leisure, Competitive or Professional purposes:
  - i. Mountaineering over 3,500m and/or mountaineering which necessitates the use of crampons, ropes, ice axes and/or oxygen;
  - ii. Rugby;
  - iii. Touring on a motorcycle with an engine capacity of over 500cc;
  - iv. Boxing;
  - v. Cage Fighting;
  - vi. Roller Derby;
  - vii. Professional sport of any kind;
  - viii. Hunting;
  - ix. Sky Diving, Cliff Diving, Free Diving, Cave Diving;
  - x. Parachuting, Hang Gliding;
  - xi. Tow-in surfing;
  - xii. BMX riding and/or racing;
  - xiii. Motor racing of any kind;
  - xiv. Horse racing;
  - xv. White water rafting, Level 5 and 6
  - xvi. Climbing Mount Everest past base camp;
  - xvii. Rock Climbing.

#### **1.1.7 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 non-medical expenses, for each complete 24 consecutive hours You remain in hospital.

#### **SECTION 1: EXCLUSIONS**

We will not pay for any claim arising from:

- a. pregnancy or childbirth from the 1<sup>st</sup> day of the 26<sup>th</sup> week of pregnancy;
- b. Pre-Existing Medical Conditions;
- 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;
- 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 1: 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. Should You be repatriated or evacuated to Your Country of Residence, cover will cease on hand over to the local medical facility. Expenses incurred in Your Country of Residence will be for Your own account.
  - d. Should You deliberately and continually not adhere to the instructions of Our Assistance Company, We reserve the right to withdraw cover and all expenses from that date onwards will be for Your own account.
  - e. 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.
  - f. 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 1) 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.
  - g. Section 1: Emergency Medical and Related Expenses is applicable to international travel outside the borders of Your Country of Residence only.

## **SECTION 2: 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 below.

If You suffer an injury or die as a direct result of exposure to the elements of nature, 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.

### **TABLE 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 2: 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 2: 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

2) is R10 000 000 (Ten million rand).

### **SECTION 3: JOURNEY CANCELLATION, JOURNEY CURTAILMENT, JOURNEY EXTENSION AND TRAVEL DELAY**

#### **3.1 JOURNEY CANCELLATION**

We will pay for or reimburse You the non-refundable portions of travel or accommodation arrangements or for which You are legally liable, if it is necessary for You to cancel Your Journey prior to departure as a result of one of the following:

1. Unforeseen, unexpected and sudden death, illness or injury of You, Your Travel Companion, Your Immediate Family, Business Associate or the person with whom You intended to stay with abroad. Medical reasons for cancellation must not be relating to a Pre-Existing Medical Condition.
2. Hijack, Riot, Strike or Civil Commotion causing direct cancellation and/or delayed departure of Your transport.
3. Traumatic Event that occurs within 14 days of your departure.
4. Retrenchment or redundancy.
5. Accidental damage or burglary to Your main residence resulting in a loss in excess of R100 000 within 30 days prior to departure.
6. Theft or loss of Your or Your Travel Companions travel documentation causing unavoidable cancellation.
7. A Terrorist incident within 14 days of Your departure, in the same city noted on Your prepaid itinerary.
8. 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.

#### **3.2 JOURNEY CURTAILMENT**

If it is necessary for You to curtail Your Journey as a result of one of the following, We will pay for or reimburse You the non-refundable portions of travel or accommodation arrangements or for which You are legally liable and the reasonable additional travel and accommodation expenses (3 star accommodation and economy class travel expenses) incurred by You to return to Your Country of Residence:

1. Unforeseen, unexpected and sudden death, illness or injury of You, Your Travel Companion, Your Immediate Family, Business Associate or the person with whom You intended to stay with abroad. Medical reasons must not be relating to a Pre-Existing Medical Condition.
2. Hijack, Riot, Strike or Civil Commotion causing direct cancellation and/or delayed departure of Your transport.
3. A Traumatic Event whilst You are on Your Journey.
4. Retrenchment or redundancy.
5. Accidental damage or burglary to Your main residence resulting in a loss in excess of R100 000.
6. Theft or loss of Your or Your Travel Companions travel documentation causing unavoidable curtailment.
7. A Terrorist incident occurring whilst You are on Your Journey in the same city noted on Your prepaid itinerary.
8. 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.

#### **3.3 JOURNEY EXTENSION**

If it is necessary for You to extend Your Journey as a result of one of the following, We will pay for or reimburse You the non-refundable portions of travel or accommodation arrangements or for which You are legally liable and the reasonable additional travel and accommodation expenses (3 star accommodation and economy class travel expenses) incurred by You to return to Your Country of Residence:

1. Unforeseen, unexpected and sudden death, illness or injury of You, Your Travel Companion, Your Immediate Family, Business Associate or the person with whom You intended to stay with abroad. Medical reasons for cancellation must not be relating to a Pre-Existing Medical Condition.
2. Hijack, Riot, Strike or Civil Commotion causing direct cancellation and/or delayed departure of Your transport.
3. A Traumatic Event occurring whilst You are on Your Journey.
4. Theft or loss of Your or Your Travel Companions travel documentation causing unavoidable extension.
5. A Terrorist incident occurring whilst You are on Your Journey in the same city noted on Your prepaid itinerary.

#### **3.4 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 3: EXCLUSIONS**

We will not pay for any claim arising from:

- a. Your disinclination to travel or Your financial circumstances;
- 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. consequential loss;
- e. pregnancy or childbirth from the 1st day of the 26th week of pregnancy;
- f. costs of resuming the Journey);
- g. vascular, cardiovascular or cerebrovascular conditions if You, Your Travel Companion, a member of Your Immediate Family, Business Associate or the persons with whom You had intended to stay are over the age of 70 years;
- h. the cancellation, curtailment or extension of the Journey on request of Your Spouse, parent or employer;
- i. government prohibition or You not having the required and/or valid and/or correct travel documents or visas;
- j. any omission to comply with health requirements of any country to be visited by You;
- k. weather conditions. This exclusion does not apply to Section 4.4 Travel Delay;
- l. Your failure to check-in or board at the correct prescribed time for Your scheduled transport services;
- m. Hijack, Riot, Strike or Civil Commotion for which there was a public warning 14 days or more prior to purchasing Your policy;
- n. retrenchment or redundancy if You are self-employed or if You take voluntary retrenchment;
- o. a Terrorist incident that occurs in the same city within 60 days;
- p. cancellation or curtailment for medical reasons not deemed necessary by a medical practitioner;
- q. any expenses incurred if You were aware at the time of applying for Your policy of any reason why the Journey should be cancelled or curtailed;
- r. any expenses incurred when a Journey is booked or undertaken against the advice of a medical practitioner or where the purpose of the Journey is to receive medical treatment or advice.

#### **SECTION 4: 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 4: 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 4: 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 5: 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 5: 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 6: 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 6: 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 7: LUGGAGE, CASH AND DOCUMENTS**

### **7.1 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, unless otherwise stated;
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 500;
4. spectacles, sunglasses, contact lenses are limited to R1 500 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 and a valuation certificate or proof of purchase must be provided. If a valuation certificate or proof of payment is not provided, You will be limited to R2 500;
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.

### **7.2 CASH AND 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 7: 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 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. mechanical or electrical breakdown or derangement;
- h. loss or damage to bonds, stamps, negotiable instruments, manuscripts, deeds, securities or any kind or bullion;
- i. loss or damage to sporting equipment or tools of trade whilst in use;
- j. loss or damage to unaccompanied luggage.

## **SECTION 7: 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 police authorities or an appropriate authority (such as airline, hotel or rail station), 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 8: 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 8: 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 9: 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.

### **COMPLAINT RESOLUTION AND CLAIMS PROCESS**

We have a complaints resolution policy and should You require a copy of this procedure, it can be obtained from Us – please call to request a copy on +27 11 521 4000 or alternatively email [claims@tic.co.za](mailto:claims@tic.co.za).

If You wish to lodge a claim, the following protocol must be followed:

1. Complete the claim form. You may obtain a claim from
  - i. Your Agent or Broker who issued the policy for You
  - ii. From our website <https://www.tic.co.za/travel-insurance/claims/claims-procedure>
  - iii. You can submit Your claim directly online from this page, <https://www.tic.co.za/travel-insurance/claims/claims-procedure>
2. Provide a description of Your Claim
3. Provide supporting documentation, e.g. Invoices, receipts, police report, medical reports, etc.
4. For Medical Claims, please contact the Assistance Company immediately. The contact number is in bold red on Your Schedule of Insurance.