

Hollard.

travel

Travel Insurance Policy Wording
February 2016



UNDERSTANDING YOUR POLICY

1. Your policy is underwritten by the Hollard Insurance Company (Hollard), a registered short-term insurer and an authorised financial services provider and managed by Oojah Travel Protection, an authorised financial services provider.
 - a. **IF YOU HAVE ANY QUESTIONS OR ARE IN ANY DOUBT ABOUT THE COVER PROVIDED PLEASE CALL OUR TRAVEL HELPLINE ON: +27 11 351 4531.**
 - b. You must phone +27 11 991 8610 prior to receiving any treatment where the cost is more than R10,000.
 - c. If You are unconscious Your travel companion must contact us within 24 hours of your admission. If You are travelling alone You must contact us within 24 hours of regaining consciousness.
 - d. Our liability will be limited to R10,000 if You don't contact us for authorisation.
2. 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.
3. Interpretation: The proposal of insurance, this Policy and the Certificate 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 Certificate, the Certificate shall be given precedence.
4. The policy contains different levels of cover, some of which do not apply unless You have paid the appropriate additional premium. Please refer to Your Certificate for the cover applicable to You.
5. The Certificate tells You:
 - a. How much You have paid
 - b. How much Your excess is
 - c. What level of cover You have chosen
6. 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.
7. **Premium Payments:** The premium is due and payable on or before the inception date or renewal date as the case may be. We shall not be obliged to accept any premium that is tendered to Us after the due date.
8. **Cooling Off Period:** Your policy carries a 15 days money back guarantee, applicable from the date of purchase, provided Your Trip has not yet commenced, no visa has been obtained using this policy and no claims have been submitted.

WHO QUALIFIES FOR THE COVER

1. We will provide the services and benefits described in this policy to persons who reside in South Africa (i.e. have their main home in South Africa and have not spent more than 6 months abroad in the year prior to purchasing the policy)

2. **Age Limits:**
 - a. Personal Accident: under 67 years
 - b. Medical & Related Expenses (except as listed above): under 82 years.
3. **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.
4. To be covered, You must be healthy and fit to travel;
5. The insurance will NOT cover You when You are travelling against the advice of a Medical Practitioner;
6. The insurance will NOT cover You when You are travelling with the intention of obtaining medical treatment or consultation abroad;
7. 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);
8. **Pregnancy and Childbirth:** Cover under this policy is provided for unexpected complications related to pregnancy which occur before the 26th week of pregnancy. Please refer to the Meaning of Words Section: "Complications of Pregnancy and Childbirth", and each Section of cover to establish whether You are covered.
9. 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.
10. **Health:** Your policy contains restrictions regarding Pre-existing Medical Conditions. Refer to Important Health Information for more information.

HOW TO CONTACT US

1. **EMERGENCY ASSISTANCE:** +27 11 991 8610 (South Africa)
2. **SUBMISSION OF CLAIMS & ENQUIRIES:** Tel: +27 11 351 4531 or claims@oojahtravel.co.za

AUTHORISATION OF EXPENSES

1. **Medical Emergency:** Accident & emergency department (A&E), emergency room (ER) or casualty department.
 - a. You, Your travel companion or someone designated by You must phone +27 11 991 8610 immediately when Your condition has been stabilised in the emergency department.
 - b. Our liability will be limited to R10,000 if You don't contact us for authorisation to be admitted as an inpatient.

The following conditions are covered whilst you are being treated in the A&E, ER or casualty department:

- i. Anaphylaxis (airway constricted).

- ii. Bone fracture.
- iii. Burns.
- iv. Cardiac Arrest.
- v. Choking / blockage of the airway.
- vi. Diving disorders or drowning.
- vii. Heat stroke.
- viii. Hair tourniquet (where a hair or other thread becomes tied around a toe or finger tightly enough to cut off blood flow).
- ix. Heavy bleeding.
- x. Hyperglycemia (diabetic coma) and Hypoglycemia (insulin shock).
- xi. Hypothermia, or Exposure
- xii. Insect and animal bites and stings.
- xiii. Joint dislocation.
- xiv. Poisoning.
- xv. Seizures, or a malfunction in the electrical activity in the brain.
- xvi. Stroke.
- xvii. Wounds, including lacerations, incisions and abrasions,
- xviii. Gastrointestinal bleeding, avulsions and Sucking chest wounds.

2. Medical Emergency: **Inpatient and outpatient treatment.**

- a. You must phone +27 11 991 8610 prior to receiving any treatment where the cost is more than R10,000.
- b. If You are unconscious Your travel companion must contact us within 24 hours of your admission. If You are travelling alone You must contact us within 24 hours of regaining consciousness.
- c. Our liability will be limited to R10,000 if You don't contact us for authorisation.

IMPORTANT NOTICE

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

1. This is a legal contract between You and Us
2. **Terms and conditions** are the rules You have to comply with in order for the policy to be valid - for example, that all jewellery must be kept locked away in a safe.
3. You can only claim for items in which you have an **insurable interest** - i.e. items which, if lost or damaged, cause You to be worse off financially. Example: You cannot claim for the loss of items that don't belong to You.
4. **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.
5. **Adventure Sports & Activities:** Your policy contains restrictions regarding the participation in sports. Please note that we do not provide cover for rescue costs relating to altitude sickness.
6. **Trip Limits:** Trips must commence and end in South Africa and a return ticket must have been booked prior to departure.
7. 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):

- a. Denied boarding, Cancelled flights, Long delays, Loss/Damage of Baggage and Baggage delay.
- 8. **Baggage loss/damage** caused by the Carrier: You must report the loss immediately to the relevant Carrier.
- 9. **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.
- 10. **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. Please refer to the sub-limits of cover per item.
- 11. **We use an appointed emergency assistance provider: Europ Assistance S.A., they can be contacted on +27 11 991 8610 (South Africa).**

YOUR RESPONSIBILITIES

3. **Your duty of disclosure:** You have a duty of disclosure to Us when it is relevant to Our decision whether to insure You, and, if We do, on what terms whenever You apply for, or change an insurance policy.
4. **Medical Emergency:** **Accident & emergency department (A&E), emergency room (ER) or casualty department.**
 - a. You, Your travel companion or someone designated by You must phone +27 11 991 8610 immediately when Your condition has been stabilised in the emergency department.
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- vi. Diving disorders or drowning.
- vii. Heat stroke.
- viii. Hair tourniquet (where a hair or other thread becomes tied around a toe or finger tightly enough to cut off blood flow).
- ix. Heavy bleeding.
- x. Hyperglycemia (diabetic coma) and Hypoglycemia (insulin shock).
- xi. Hypothermia, or Exposure
- xii. Insect and animal bites and stings.
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- xiv. Poisoning.
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- xviii. Gastrointestinal bleeding, avulsions and Sucking chest wounds.

5. Medical Emergency: **Inpatient and outpatient treatment.**

- a. You must phone +27 11 991 8610 prior to receiving any treatment where the cost is more than R10,000.
 - b. If You are unconscious Your travel companion must contact us within 24 hours of your admission. If You are travelling alone You must contact us within 24 hours of regaining consciousness.
 - c. Our liability will be limited to R10,000 if You don't contact us for authorisation.
6. You must **declare all pre-existing medical conditions** to Us prior to purchasing the policy, or when your health status has changed.
7. **Avoid fraudulent acts.** All dealings concerning this policy must be done honestly and in good faith. If You are found to have engaged in fraudulent or dishonest behaviour, You will lose all rights to claims and premiums. Examples of fraudulent behaviours are:
- a) Providing false information (claim or risk profile)
 - b) Making a claim that You know to be false, fraudulent or exaggerated
 - c) Obstructing the outcome of a legal matter.
8. No admission, statement, offer, promise, payment or indemnity may be made by You without Our prior consent in writing.
9. You must give all information, documentation and assistance required by Us to obtain indemnity from other parties.
10. **Observe all terms and conditions**, which are the rules You have to stick to in order for the policy to be valid. If You don't it may result in Us refusing to pay You out for a claim.
11. 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.

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.

1. **Pregnancy:** If You are aware of the pregnancy at the time of issue of the policy, You must declare the pregnancy to Us if either of the following apply:
 - a. There have been complications with this or any previous pregnancy, or
 - b. The conception was medically assisted (including hormone therapies and IVF).
2. 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.

CLAIMS

1. **How a claim benefit is calculated:** When We pay a claim We consider a number of aspects in calculating the amount. These can include:
 - a. The amount of financial loss;
 - b. The excess;
 - c. The maximum benefit limits and sub-limits;
 - d. The terms and conditions of the policy
2. How much we pay is always based on the value of the item, and not the sentimental or other value You may hold.
3. **You cannot claim more than the actual loss.** For example, by claiming under two different sections of this policy. Similarly, if an insured event is covered by another insurer, airline or operator, then the amount payable by such insurer, airline or operator will become the Excess of this policy.
4. **Top-up cover:** Our cover is conditional on You qualifying for free medical cover (either a medical aid or credit card company). This means our cover is **in addition to your free cover**, and You have to **claim from the free cover first**. The amount payable by your free policy will become the Excess of this policy.
5. **Third party liability claims:** We may finalise the claim by paying You the limit of liability, or any lesser amount for which the third party claim may be settled. This will release Us from any further liability for the claim.
6. **You cannot claim more than the sum insured**, even if Your financial loss was greater.
7. **If You have more than one policy underwritten by Us**, the maximum We will pay shall not exceed the sum insured of whichever policy has the highest sum insured. Example, if one policy covers baggage up to R5,000 and the second up to R7,000 the maximum we will pay is R7,000.
8. 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.
9. **We do not pay interest** unless ordered to do so by a South African court of law.
10. You have to **sign a release** in Our favour before We will settle a claim.
11. **The pay-out is always reduced by the excess.** For every valid claim, You will always have to pay the first amount, also known as the excess. For example, if there is an excess of R500 on a R10,000 claim, then You will receive a payout from us of R9,500. The excess is listed in the Certificate. The excess applies per person to any claim from a separate event.
12. **Don't dispose of damaged property**, until We have agreed that You may do so.

13. How to claim:

- a) Tell us right away – no later than 30 days after Your date of return.
- b) Do not admit liability or make misleading promises to anyone, such as:
 - Make any statements (unless required by law)
 - Offer payments to anyone
 - Negotiate with anyone claiming from You.
- c) Send Us all documents.
- d) Help Us with any legal proceedings against a party responsible for the loss. Note that any such legal action may be taken in Your name.
- e) Sign a release before We pay You.
- f) The entire claims procedure is at Your own expense, including the cost to obtain all reports We may require, or if You are required to submit to a medical examination.

TIME LIMITS YOU MUST ADHERE TO

1. Immediately:
 - a) 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.
 - b) Notice of death must be given immediately to Us.
 - c) **Baggage loss/damage** caused by the Carrier: You must report the loss immediately to the relevant Carrier, before leaving the baggage area.
2. 24 Hours:
 - a) You must purchase Your policy within 24 hours of the date of Your initial deposit for Your Trip to qualify for the Cancel for Any Reason benefit.
3. 48 Hours:
 - a) Inform the police immediately, but not later than 48 hours after theft/mugging/event, and take all reasonable steps to recover any stolen property.
 - b) Pre-existing cover is valid for expenses incurred where You are hospitalised for more than 48 hours.
 - c) You must cancel Your Trip 48 hours or more before Your scheduled Trip departure date to qualify for Cancel for Any Reason benefit.
4. 30 Days:
Send Us the following within 30 days:
 - o Completed claim form
 - o Details of any other policy covering the claim
 - o Any other documentation We think is necessary to handle the claim (such as death certificates, receipts, medical reports, invoices or a police report).
5. 90 Days:
If We formally reject Your claim, You have 90 days to appeal this decision with Us.
6. 180 days
If We maintain Our rejection, You have a further 180 days to start any legal action against Us.
7. 365 days

- o Your claim will no longer be valid after 365 days, unless You have started legal action against Us, or the claim concerns Your legal liability towards a third party.

If You go beyond any of these time limits, Your right to payment of the claim will lapse.

WHAT TO DO IF YOUR CLAIM IS REJECTED

If We reject or dispute Your claim, You have the right to appeal the decision. Send your complaint in writing to:

The Hollard Insurance Company Limited

PO Box 87419
Hollard Select Brokers and Underwriting Managers
PO Box 87419
Houghton
2041

Tel: 011 351 5000

Fax: 011 351 8012

E-mail: complaints@oojahtravel.co.za

You may also contact the Ombudsman, an independent body that investigates insurance complaints from consumers:

Ombudsman for Short-Term Insurance

PO Box 32334

Braamfontein

2017

Tel: 0860662 837

Fax: 011 726 5501

Website: www.osti.co.za

OTHER POINTS TO NOTE

1. **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
2. **Cancellation:** This Policy may be cancelled:
 - a. by You at any time You request this in writing;
 - b. by Us by giving thirty(30) days notice to You at Your last known address.
 - c. 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;
 - d. If We cancel the Policy We will retain a pro-rata premium.
3. **Territorial limits:** The cover in this policy is valid for travel outside the territorial limits of South Africa. We don't provide cover for travel to a country where the United Nations Armed Forces are present and active, or where the British and Commonwealth Office and/or the local department of foreign affairs has issued a travel warning.
4. The policy is subject to **South African law.**
5. All claims (except for Medical) are only **payable in South Africa.**
6. In the event of a valid claim, You shall allow Us the use of Your travel documents.
7. **Currency:** We shall use the rate at the due date of settlement, should Your expenses incurred be in a foreign currency. The monetary limits are deemed to be South African Rands.
8. **Interpretation:** Should there be any conflict in interpretation between the contents of the printed Policy Wording and the contents of the Schedule of Benefits, the Schedule of Benefits shall be given precedence.
9. The medical standards, sanitary conditions, reliability of telephone systems and facilities for urgent medical evacuations differ from country to country.
Responsibility for any loss, medical complication or death resulting from any factor reasonably beyond Our control cannot be accepted by Our emergency assistance provider or Us.
10. **When coverage ends:** The policy terminates on the earliest of the following dates:
 - a. On the date of return Home (when You pass through passport control)
 - b. On the date You reached the maximum age limit for the cover selected
 - c. On the date of return appearing on Your certificate.
11. **Automatic Extension:** The period of insurance shall automatically be extended due to the occurrence of an event giving rise to a legitimate claim under Section 1 (Medical expenses and Repatriation) occurring after the commencement of Your Trip.
12. **Repatriation:** We will use Your return ticket towards Our costs for repatriation. Repatriation is back to Your Home.
13. **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.

14. **Consent to Disclosure of Private Information**
 - a. 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.
 - b. 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.
 - c. You consent to such information being stored in the shared database and used as set out above.
 - d. You also consent to such information being disclosed to any insurer or its agent.
 - e. You further consent to any underwriting information being verified against legally recognised sources or databases.
 - f. You agree that this consent clause will survive the termination for whatever reason of the Policy, including its cancellation or lapsing.

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.

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 under the age of 70 years, and resident of South Africa.

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.

Effective Date: Trip Cancellation Benefit will be effective 12:01 a.m. on the date after Your policy is purchased. All other coverages will commence when You pass through passport control from Your Home Country and end when You pass back through passport control into Your Home Country (including local connecting flights).

Family: The main Insured Person, his/her spouse or Common Law Partner, and/or their dependent children under 21 years of age (in full-time education and residing with them).

Financial Default: The total cessation or complete suspension of operations of the travel supplier due to insolvency, in terms of the insolvency act no 24 of 1936, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary, by a Travel Supplier which is duly licensed in South Africa.

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

Home Country: South Africa.

Inpatient: A hospital patient who receives lodging and food as well as treatment.

Insured Person or You/Your: Each person named on the Certificate 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.

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 emergency: An acute injury or illness that poses an immediate risk to a person's life or long term health. Treatment is provided in an accident & emergency department (A&E), emergency room (ER) or casualty department.

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.

Outpatient: A person who goes to a doctor's office or hospital for treatment but who does not spend the night there.

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: The period shown on the Certificate, subject to the Effective Date.

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

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:

1. 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
2. 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.

Travel supplier: A scheduled airline, excluding charter airlines, exiting Angola, Botswana, Lesotho, Malawi, Mozambique, South Africa, South Africa, Swaziland, Zambia or Zimbabwe as well as connecting flights forming part of your international journey, and/or cruise line and or rail and/or coach and/or car rental company and/or hotel accommodation, booked prior to your departure from the afore mentioned countries.

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; sunglasses; telescopes; binoculars; jewellery; watches; furs; leather articles; perfumes; precious stones and articles made of or containing gold, silver or other precious metals.

Weather: The state of the atmosphere with respect to wind, temperature, cloudiness, moisture and pressure which causes the cancellation of flights by air traffic control. Examples: rain, snow, storms, wind, fog, or undesirable temperatures.

We, Our or Us: The Hollard Insurance Company Limited, a registered short-term insurer and licensed financial services provider.

You/Your: Each person named on the Certificate 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.

WHAT WE DO NOT COVER

Applicable to all Sections

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

- 1) Any person who has reached the age limit.
- 2) Medical expenses incurred after 12 months of the loss occurring, or the sickness first manifesting itself.
- 3) 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. This exclusion shall not apply to Personal Accident cover under Section 16.
- 4) 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 (except under the Travel Delay benefit), taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to Your 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)
- 5) Any deliberately reckless act or omission by You.
- 6) Any claim arising or resulting from Your own illegal or criminal act.
- 7) Needless self-exposure to danger except in an endeavour to save human life.
- 8) Any claim arising directly or indirectly from:
 - a) An Insured Person being under the influence of alcohol with more than the legal limit of alcohol in his blood, or
 - b) 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
 - c) 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

- d) Alcohol abuse, alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind.
- 9) 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.
- 10) Sexually transmitted diseases.
- 11) Myalgia.
- 12) You (being the driver of a motor vehicle or motorcycle) not being in possession of a valid/legal license.
- 13) You are engaging in Manual Work in conjunction with any profession, business or trade during the Trip.
- 14) Cover for the intention of emigrating (travelling on a one-way ticket).
- 15) 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), Micro-lighting, 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.
- 16) 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).
- 17) 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.
- 18) Radioactive Contamination, whether arising directly or indirectly.
- 19) Engaging in occupational activities requiring the use of explosives.
- 20) Being in the service of any military or police force, or militia or paramilitary organisation.
- 21) You travelling to a country or specific area or event to which the Foreign and Commonwealth Office has advised persons not to travel.
- 22) 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.

- 23) 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).
- 24) Cover for the fulfilment of any ransom demands.
- 25) Pregnancy of You or any other person where the problem arising is not defined under Complications relating to Pregnancy and Childbirth before the 26th week of pregnancy.
- 26) Baggage freight costs.
- 27) Participation as a professional sportsperson receiving payment for each appearance (other than sponsorship only);
- 28) Any sport not listed in this policy (refer to Adventure Sports Table)
- 29) Contraceptive devices, prosthetic devices and/or crutches, a brace of any kind, new/replacement spectacles and new/replacement dentures.

SECTION 1: MEDICAL

Section 1.1: Medical - What we cover

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:

- a) Reasonable medical expenses for the immediate treatment of an unforeseen Medical Emergency;
- b) Medical Practitioner's fees
- c) Inpatient treatment;
- d) Outpatient treatment (outpatient treatment is not provided for pre-existing medical conditions);
- e) Ambulance charges to the nearest hospital;
- f) Medical evacuation arranged by Us to the nearest adequate medical facility;
- g) Medical Repatriation (to Your Home Country) arranged by Us. 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.
- h) Burial or cremation of a deceased Insured Person abroad; or alternatively transportation costs of returning Home an Insured Person's body or ashes.

Section 1.1: Your responsibilities

- a) Repatriation, Evacuation and Transportation must be authorised by us. We will not be liable for any claims where the transportation has not been authorised by Us..
- b) We will use Your return ticket towards Our costs for repatriation.
- c) Repatriation is back to Your Home.
- d) All claims exceeding R10,000 must be accompanied by a 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 1.1: What we do not cover

- a) Costs in excess of R10,000 which have not been authorised by Us in advance (see Authorisation of expenses). Where no prior approval has been obtained from Us, Our liability will be limited to R10,000 for any one incident;
- b) Evacuation not arranged by Us;
- c) Repatriation not arranged by Us;
- d) Burial or cremation not arranged by Us;
- e) Medical treatment, dental treatment or ambulance transportation which is provided in Your Home Country.
- f) Motorcycle/moped riding if You are not wearing a helmet, and/or You are not in possession of a valid South African license;
- g) Any claim 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;
- h) Treatment which, in the opinion of Our Medical Officer, can reasonably be delayed until Your return to the country of departure;
- i) Any treatment which is not a surgical or medical procedure received as an Inpatient or Outpatient;
- j) Any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner due to Complications of Pregnancy and Childbirth and occurring more than 15 weeks prior to the expected delivery date;
- k) Treatment or services provided by a private clinic or private hospital, health spa, convalescent home or any rehabilitation centre;
- l) Treatment and/or surgery for cosmetic purposes;
- m) Any costs where the transportation Home has not been arranged by Us;
- n) Routine optical and/or dental treatment;
- o) The Policy Excess;
- p) Physiotherapy without a referral from a general practitioner. Where you have been referred, Our maximum cover for physiotherapy or manipulative therapy is limited to R2,000.
- q) Cancer of any kind (whether pre-existing or not).
- r) Medical expenses incurred after 12 months of the loss occurring or the illness first manifesting itself.
- s) Dental: The costs of any subsequent permanent or routine treatment;
- t) Any dental treatment or diagnostic procedure which is not solely for the immediate relief of pain or discomfort, or to alleviate distress in eating;
- u) Any damage to or loss of dentures, other than whilst being worn by You;
- v) Outpatient treatment related to a pre-existing medical condition.
- w) Pre-existing medical conditions: Expenses related to a pre-existing medical condition if You are hospitalised for less than 48 hours.
- x) All persons to whom a terminal prognosis have been given (whether pre-existing or not).
- y) Treatment and medicines in connection with the stabilisation and regulation of a pre-existing, chronic or recurrent illness.
- z) Any costs relating to search and/or rescue operations;
- aa) Any costs for helicopter rescue due to altitude sickness;
- bb) Anything mentioned in the General Exclusions.

Section 1.2: Additional accommodation and travel - What we cover

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 1.1 (Medical Emergency & Repatriation), We will pay up to the Limit of Liability on the Schedule of Benefits per Trip If You are treated as an inpatient for more than 5 days:

- a) **Accompanying travel companion:** We will pay for the additional transport expenses (economy class) and accommodation costs (three star hotel) incurred by one person to stay with You and accompany You on the Trip Home.
- b) **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. The benefit is only activated upon your 5th day as an inpatient.
- c) **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.

Section 1.3: Personal assistance services

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

- a) **Child Assist**
If Your child (aged under 18 years) who has been left in Your Country of Residence becomes ill or suffers injury, We can provide medical advice and monitor the situation until Your return Home.
- b) **Consular Referral**
We will provide You with the relevant contact details of diplomatic representatives wherever possible.
- c) **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.
- d) **24 Hour Nurse Assist**
Our 24-hour helpline provides access to a professional medical assistance service to assist You with any health query.
- e) **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.
- f) **Replacement of Travel Documents**

We will help You replace lost or stolen tickets and Travel Documents and refer You to suitable travel offices. What is not covered: The cost of any items insured under another Section of this policy.

- g) **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.
- h) **Trauma Assist**
We will provide assistance in the case of assault, hijacking, child abuse, medical emergency and most other forms of trauma.
- i) **Urgent Message Relay**
We will transmit urgent messages following illness, accident or travel delay problems.

SECTION 2: CANCELLATION & CURTAILMENT

Section 2: What we cover

We will reimburse up to the Limit of Liability in the Schedule of Benefits per Insured Person under this policy for the financial loss You suffer, being the published penalties and unused non-refundable prepaid expenses for flights, accommodation, ski school fees, ski rental and ski lift pass You do not use because of Your inability to start Your Trip or complete the Trip due to one of the listed reasons on Your Schedule of Benefits.

- ☐ **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 before You depart from South Africa because of one of the reasons listed on Your Schedule of Benefits, affecting You, Your travel companion or a Close Relative 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.
- ☐ **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 reasons listed on Your Schedule of Benefits affecting You, Your travel companion or a Close Relative which is beyond Your control, and of which You were unaware at the time You booked the Trip.
- ☐ **Travel supplier financial default** The Financial Default of the Travel Supplier (other than the tour operator or travel agency from whom the Insured purchased their travel arrangements) causing a complete cessation of travel services more than 14 days following Your Policy's Effective Date. Benefits will be paid due to Supplier Financial Default where no alternate arrangements are available. If alternate arrangements are available, benefits will be limited to the change fee charged to allow You to transfer to another Travel Supplier.

Note - Section 2: The maximum amount We will pay under Section 2 in total for Cancellation and Curtailment claims is the Limit of Liability in the Schedule of Benefits related to one reason only.

Section 2: Your responsibilities

- a) You must obtain a medical certificate from the Medical Practitioner prior to Cancelling Your Trip. The Medical Practitioner must certify that You are unfit to travel or continue with Your original Trip.
- b) Travel supplier financial default: If Your travel arrangements were paid via an agent and not directly to the Travel Supplier, the travel agent must provide proof that the costs were paid on Your behalf to the Travel Supplier.
- c) Cancel for Any Reason and Travel Supplier financial default: You must purchase Your policy within 24 hours of the date of Your initial deposit for Your Trip;
- d) Cancel for Any Reason: You must cancel Your Trip 48 hours or more before Your scheduled Trip departure date.
- e) In the event of Curtailment, You must contact Us first and allow Us to make all the necessary travel arrangements.
- f) 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.
- g) 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.
- h) 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.
- i) Curtailment claims will be calculated from the date of return to Your Home Country to determine the unused, non-refundable loss.

Section 2: What we do not cover

- a) Any claim where the transportation or accommodation was cancelled by the Carrier or provider.
- 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 in this case to the transport operator involved;
- c) 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;
- d) Any disinclination to travel or continue travelling, unless Your change of travel plans is caused by one of the circumstances listed in Your Schedule of Benefits;
- e) 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;

- f) Cancellation caused by pregnancy or childbirth where the cause is not listed as a medical complication under the Meaning of Words: Complications of Pregnancy and Childbirth, or where you are more than 25 weeks pregnant during Your Trip;
- g) Any costs in respect of any unused pre-paid travel costs when We have paid to repatriate You;
- h) Any costs relating to airport taxes or air passenger duty. You should obtain a refund from Your carrier for such charges;
- i) Any claim will be deemed to be in excess of the cover provided by any other policy/policies of insurance or credit card or statutory insurance;
- j) The Supplier Financial Default caused by fraud or negligent misrepresentation by the Travel Supplier;
- k) The Cancel for Any Reason benefit will not apply if:
 - l) You purchased Your policy more than 24 hours after Your final payment for Your Trip;
 - m) You did not cancel Your Trip more than 48 hours prior to departure;
 - n) It is directly or indirectly related to a Travel Delay or Missed Connection.
 - o) The Policy Excess.
 - p) The cost of this policy;
 - q) Anything mentioned in the General Exclusions.

SECTION 3: TRAVEL DELAY

Section 3.1: Flight or cruise departed late - What we cover

Example of a Travel Delay: You are booked to depart from London to South Africa at 13:00. Your flight is delayed, and departs at 23:00 due to one of the reasons listed below.

If the departure of Your Carrier forming part of a booked Trip and specified on Your ticket, is delayed for more than 6 hours beyond its scheduled departure time as a direct result of Strike, Industrial Action, severe Weather conditions, failure of air traffic control systems, or mechanical breakdown of a scheduled carrier:

- a) We will reimburse You for reasonable expenses incurred whilst the Carrier is delayed for meals, drinks, travel costs and accommodation if Your carrier does not provide them, up to the Limit of Liability in the Schedule of Benefits per Insured Person per Trip.

Section 3.1: Your responsibilities

- a) Cover under the Travel Delay section only applies for passengers who eventually travel.
- b) If You suffer delays You must obtain written confirmation from the Carrier stating the period and reason for delay.
- c) You must provide receipts for the expenses incurred.

Section 3.2: Missed connection at a transfer point - What we cover

Example of a missed connection at a transfer point: You are booked to travel from Johannesburg to London via Dubai. London is Your final destination. Dubai is a transfer point. Your flight departing from Johannesburg arrives late in Dubai, resulting in missing Your flight to London.

We will pay for additional transportation 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 or cruise due to severe weather conditions, Strike or Industrial Action or mechanical breakdown, derangement or accident;

Section 3.2: Your responsibilities

- a) You must take every reasonable step to commence and complete the journey to the departure point and check in for the flight or cruise on time.
- b) You must obtain written confirmation from the Carrier stating the period and reason for delay.
- c) You must allow a minimum of 4 hours connecting time, or ensure you connect within the IATA approved minimum connecting time.

Section 3 - What we do not cover

- a) Claims without receipts as proof of expenses;
- b) Claims arising from planned Strike or Industrial Action which was common knowledge at the time You made travel arrangements for the Trip;
- c) Meals and drinks unless specified under the Benefit;
- d) 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);
- e) Withdrawal from service of the aircraft or cruise ship 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;
- f) Claims where You have not obtained written confirmation from the Carrier stating the period and reason for delay;
- g) Additional costs where the scheduled public transport operator has offered reasonable alternative travel arrangements;
- h) Anything mentioned in the General Exclusions.

SECTION 4: BAGGAGE

Section 4.1: Damage, Loss by Carrier or Theft - What we cover

If, in the course of Your Trip, Your Personal Baggage is damaged or stolen or lost by the Carrier (and not recovered), We will cover You up to the Limit of Liability in the Schedule of Benefits per Insured Person for the items listed in the Schedule of Benefits.

Section 4.2: Baggage delay - What we cover

If Your Baggage is certified by the Carrier to have been lost or misplaced on Your arrival outside the borders of South Africa 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.

Section 4: Your responsibilities

- 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 denies 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 by the Carrier 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, Cash or Passport to the local Police or to the Carrier, 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.
- h) 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.
- i) You must produce to Us evidence of the withdrawal of bank notes or currency notes - otherwise no payment will be made.

Section 4: What we do not cover

- 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 cash and Valuables from an Unattended motor vehicle;
- d) Loss, theft of, or damage to cash and Valuables from checked-in Baggage left in the custody of a Carrier and/or cash and Valuables packed in Baggage left in the baggage hold or storage area of a Carrier;
- e) Cash and 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 water, moth or vermin or any process of dyeing or cleaning;
- h) Denting or scratching not resulting in the complete destruction of the article;
- i) 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;
- j) 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;
- k) Damage to fragile, perishable or brittle items;
- l) Forgotten or mislaid items;
- m) 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;
- n) Sports gear whilst in use;
- o) Loss or theft of or damage to Money (please refer to Loss of Cash section);
- 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 Lading;
- 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 5: LEGAL

Section 5.1: Personal Liability - What we cover

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.

Section 5.2: Bail Bond - What we cover

We will reimburse You, up to the Limit of Liability in the Schedule of Benefits, for bail bond costs You incurred as a result of false arrest or wrongful detention by any Government or Foreign Power.

Section 5: What we do not cover

- 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 6: PERSONAL ACCIDENT

Section 6: What we cover

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%

Section 6: Your responsibilities

- 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.

Section 6: What we do not cover

- 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.

ADVENTURE SPORTS LIST

Activity	Excess	Additional Terms
Abseiling	R 1 000	Organised Trips only - standard safety equipment to be used
American Football	R 1 000	Organised Trips only - standard safety equipment to be used
Archery	R 1 000	Standard safety equipment to be used
Amateur Athletics	R 1 000	
Badminton	R 1 000	
Baseball	R 1 000	
Basketball	R 1 000	
BMX cycling	R 1 000	Standard safety equipment-Exclude racing & competition
Bowls	R 1 000	
Boxing Training (no contact)	R 1 000	
Bungee Jump (up to 3 jumps)	R 1 000	Organised jumps only - using a body harness as a back-up to the ankle attachment
Elephant/Camel Riding	R 1 000	
Canoeing (inland, coastal)	R 1 000	Inland or within coastal waters (10 km limit)
Canoeing (calm water)	R 1 000	Organised Trips only - standard safety equipment to be used
Clay pigeon shooting	R 1 000	Organised Trips only - standard safety equipment to be used
Cricket	R 1 000	
Curling	R 1 000	
Cycling	R 1 000	Standard safety equipment-Exclude racing & competition
Dune bashing	R 1 000	Standard safety equipment to be used
Fencing	R 1 000	Associated kit/ equipment NOT covered
Field Hockey	R 1 000	
Fishing (Fresh water and deep sea)	R 1 000	Excluding commercial
Football	R 1 000	
Go Karting (recreational use)	R 1 000	
Golf	R 1 000	
Gymnastics	R 1 000	
Handball	R 1 000	
High Diving	R 1 000	Less than 10 metres - indoor only
Hiking (under 6,000 metres altitude)	R 1 000	Organised tours, clearly marked route, no cover for: solo treks/mountaineering using ropes/helicopter rescue due to altitude sickness
Horse riding	R 1 000	Standard safety equipment, excl. racing, competition, Polo, Hunting & Jumping
Hot Air Ballooning	R 1 000	Standard safety equipment-Exclude racing & competition
Husky sledge driving	R 1 000	Organised Trips only: standard safety equipment, excluding endurance & racing
Ice skating (outdoor)	R 1 000	Standard safety equipment-Exclude speed trials & racing
Jet Boating	R 1 000	Organised Trips only - standard safety equipment to be used
Jet Skiing	R 1 000	Standard safety equipment-Exclude racing & competition
Jogging	R 1 000	
Kite surfing	R 1 000	Standard safety equipment-Exclude racing & competition & surfing during storms
Marathons	R 1 000	
Martial Arts	R 1 000	Training only, Non-contact
Motorcycling	R 1 000	Licence required, Excl. off-road, racing, competition, track days & time trials (max age 60)
Mountain Biking	R 1 000	Standard safety equipment-Exclude racing, extreme terrain & competition
Netball	R 1 000	
Paintballing NO	R 1 000	Organised Trips only - standard safety equipment to be used
Quad biking	R 1 000	Organised Trips only - standard safety equipment to be used, not exceeding 250cc
Rambling	R 1 000	
Roller Blading (Skate boarding)	R 1 000	Standard safety equipment-Exclude racing & competition
Rounders	R 1 000	

Activity	Excess	Additional Terms
Rowing (inland, coastal)	R 1 000	Inland or within coastal waters(10 km limit)
Rugby	R 1 000	Non - Professional, excluding competition
Running, Sprint, Long Distance	R 1 000	
Safari (organised - no guns)	R 1 000	
Sailboarding, sandboarding	R 1 000	Standard safety equipment-Exclude racing & competition
Scuba Diving (max depth 30 m - qualified)	R 1 000	PADI or equivalent Maximum 30m, accompanied by a buddy diver
Skate boarding	R 1 000	Standard safety equipment-Exclude racing & competition
Skidoo	R 1 000	Standard safety equipment-Exclude racing & competition
Skiing (on-piste / glacier)	R 1 000	Standard safety equipment-Exclude racing & competition
Squash	R 1 000	
Snorkelling	R 1 000	Standard safety equipment
Surfing	R 1 000	Standard safety equipment-Exclude racing & competition, 10km limit
Swimming	R 1 000	
Tennis	R 1 000	
Tobogganing	R 1 000	Standard safety equipment-Exclude racing & competition
Trekking (under 6,000 metres altitude)	R 1 000	Organised tours, no solo treks, no mountaineering using ropes
Volleyball	R 1 000	
Wake boarding	R 1 000	Standard safety equipment-Exclude racing & competition
Water polo	R 1 000	
Waterskiing	R 1 000	Standard safety equipment-Exclude racing & competition
White water rafting (grades 1 to 4)	R 1 000	Organised Trips only - standard safety equipment to be used
Windsurfing	R 1 000	Standard safety equipment-Exclude racing & competition
Yachting - inside territorial waters	R 1 000	Standard safety equipment-Exclude racing, competition & being a member of crew
Zorbing	R 1 000	Standard safety equipment-Exclude racing & competition