Your Policy Document

**Chubb Travel Insurance** 



# Advice to Travellers

## **Important Phone Numbers**

Please make a note of the following phone numbers or add them to **Your** mobile; **You** may need them in an emergency or if **You** need to make a **Claim**.

#### Chubb Assistance

For overseas medical emergencies please contact **Chubb Assistance** on:
Telephone: +27 117225757
(24 hours a day, 365 days a year)

#### **Chubb Claims**

Telephone: **+27 011 722 5700** (Monday - Friday, from 9:00 am to 5:00 pm)

Email: myclaim@chubb.com

#### **Chubb Customer Service**

Telephone: +27 **011** 722 5700 (Monday - Friday, from 9:00 am to 5:00 pm)

## Helpful hints for your insurance

- Take copies of **Your** policy documents on **Your Trip** with **You**;
- Report any **Loss** of theft to the hotel or local police within 24 hours and get a report from them;
- Keep Valuables safe (for example in a safety deposit box);
- Don't leave Valuables lying around or in view of other people;
- Leave yourself enough time to get to the airport, park, and get through security. Remember to allow time for delays in traffic or travel
- Contact Us if You have a change in health that may lead to You having to cancel or alter Your Trip
   Contact Us for advice before incurring costs that You would seek to subsequently Claim for under this Policy +27 011 722 5700

#### **Immunisations**

**You** may need extra immunisations when travelling **Abroad**. Check whether **You** do before travelling.

#### Waiver

If **You** have a valid **Claim** for medical expenses under this Policy, which is reduced by **You** 

- taking advantage of a reciprocal health agreement with South Africa; or
- using **Your** private medical insurance at the point of treatment,

We will not deduct the excess

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# Welcome

# Thank you for choosing Chubb Travel Insurance.

This is **Your** Policy Wording which, together with **Your** Certificate of Insurance and the information supplied when applying for this insurance, is a contract between **You** and **Us**. Cover provided under this Policy is underwritten by Chubb Insurance South Africa Limited, (**We/Us**).

This Policy pays benefits, if shown as insured on your Certificate of Insurance, in accordance with this Policy Wording, in the event that **You:** 

- need to cancel **Your Trip** before it begins, or **You**:
- suffer illness or injury; or
- are delayed en route; or
- suffer Loss or damage to Your Personal Property or Money

whilst on a Trip.

This Policy does not cover:

- any pre-existing medical conditions; or
- manual work of any description; or
- any **Trip** where **Winter Sports** is the main reason for **Your** trip.

**You** (as specified in the Certificate of Insurance) and **Chubb** agree that **You** shall pay the premium as agreed. The Certificate of Insurance and this Policy Wording provide the full terms and conditions of the insurance with **Us. You** acknowledge that **We** have offered this Policy and set the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided by **You** may result in a change in the terms and conditions of the Policy and/or a change in the premium.

You should check over the Policy Wording and Certificate of Insurance carefully to ensure they are correct and meet Your requirements, and notify Us immediately, if anything is incorrect, as this could affect Policy cover in the event of a Claim. You should keep these documents in a safe place. You must tell Us if either Your insurance needs or any of the information You have given Us changes. A change in circumstances may affect Policy cover, even if You do not think a change is significant, and We may need to change this Policy. We will update the Policy and issue a new Certificate of Insurance each time a change is agreed.

# Table of Benefits

Sec	ction		Benefit Limits	Excess*	
1.	Cancellation		Flight Cost <sup>2</sup> plus up to ZAR 10,000 for unused travel costs	✓	
2.	Medical Expenses & Repatriation				
	A.	i and ii. Medical Expenses & Emergency Repatriation Expenses	up to ZAR 10,000,000	✓	
		iii. Travel Expenses	ZAR 1,200 per day up to a Max of $ZAR$ 12,000	✓	
	В.	Accompanying Traveller Expenses	ZAR 1,200 per day up to a Max of $ZAR$ 12,000	✓	
	C.	Cremation Burial or Transportation Charges	up to ZAR 100,000	1	
	D.	Emergency Dental Treatment	up to ZAR 5,000	✓	
3.	3. Hospital Benefit		$ZAR~300$ for each full 24 hours up to a Max of $ZAR~15{,}000$	×	
4.	Travel Delay/Abandonment				
	A.	Each complete 12 hour period	ZAR 1,500 up to a Max of ZAR 6,000	×	
	В.	Abandonment	In Europe: up to ZAR 10,000 Outside Europe: up to ZAR 20,000	1	
5.	Missed Departure		up to ZAR 4,000	✓	
6.	Curtailment		In Europe: up to ZAR 10,000 Outside Europe: up to ZAR 20,000	1	
7.	Personal Effects and Baggage				
	A.	Loss, damage or theft	up to ZAR 30,000	✓	
		Single item limit	ZAR 5,000		
		Valuables limit	up to ZAR 5,000		
		Sports equipment limit	up to ZAR 5,000		
	В.	Delayed Baggage	up to $ZAR$ 4,000 after 12 hours delay	X	
8.		Passport / Driving Licence ary replacement costs	up to ZAR 5,000	×	
9.	Personal Money		up to ZAR 5,000	✓	
		Cash limit	up to ZAR 2,500	✓	
10.	o. Personal Accident		up to ZAR 200,000	Х	
11.	1. Personal Liability		up to ZAR 20,000,000	✓	
12.	Oversea	s Legal Expenses	up to ZAR 200,000	Х	

 $<sup>^1</sup>$  A ZAR 1,000 excess applies to each benefit section per person as highlighted in the table above other than under Section 1 - Cancellation where the excess is 10% of the applicable Claim amount, subject to a minimum of ZAR 1,000.

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 $<sup>^{\</sup>rm 2}$  Flight Cost means the total cost of Your flight as shown on Your flight booking confirmation.

# **Important Information**

#### How to Claim

Guidance on how to make a **Claim** under this Policy is detailed on page 27 in this Policy Wording.

#### How to Cancel

Guidance on how to cancel this Policy is detailed on page 30 in this Policy Wording.

### General Conditions and General Exclusions

There are certain Conditions and Exclusions which apply to all sections of this Policy, and these are detailed on pages 25 to 26 and 30 to 31 in this Policy Wording.

#### Persons Covered

All **Persons Insured** on this Policy must be

- permanently resident in **South Africa** and be in **South Africa** at the time of purchasing this Policy; and
- 2. 64 years of age or under at the time of purchasing this Policy.

## **Policy Definitions**

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 32 to 34 in this Policy Wording.

# Children

**Children** will only be covered when they are travelling with an adult named under **Person(s) Insured** on the Certificate of Insurance.

## Trips Covered

Round Trip

A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance where travel begins and ends in the **South Africa**.

#### 2. One Way Trip

A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance where travel begins in **South Africa** but has no scheduled return back to **South Africa**.

## Trips Not Covered

We will not cover any Trip

- which involves manual work of any description;
- where Winter Sports is the main reason for Your trip;
- which involves **You** travelling on a **Cruise**;
- which involves You travelling specifically to obtain medical, dental or cosmetic treatment;
- when You have been advised not to travel by Your Doctor or You have received a terminal prognosis;
- where, on the date it is booked (or commencement of the Period of Insurance if later), You or Your Travelling Companion are aware of any reason why it might be cancelled or Curtailed, or any other circumstance that could reasonably be expected to result in a Claim under this Policy;
- involving travel to areas where the Government or any Public Authority in the Republic of South Africa or the World Heath Organization has advised and/or recommended against travel.

#### The Cover We Provide

The maximum amount **We** will pay under each Section that applies is detailed in the Table of Benefits on page 7 in this Policy Wording.

#### When You Are Covered

Cancellation cover under Section 1
begins when a **Trip** is booked, or from
the commencement date and time

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- stated in the Certificate of Insurance, whichever is later. It ends when **You** start **Your Trip**.
- Insurance cover under all other Sections operates for a **Trip** that takes place during the **Period of Insurance**.

#### When Cover Will End Automatically

Round Trip

All cover will end when the **Period of Insurance** ends.

One Way Trip

All cover will end 24 hours after **You** start **Your Trip**.

# Automatic Extension of the Period of Insurance

If **You** cannot return home from a **Trip** before **Your** cover ends, **Your** policy will automatically be extended at no extra charge for:

- up to 14 days if any Public
  Transport in which You are booked
  to travel as a ticket-holding passenger
  is unexpectedly delayed, cancelled or
  Curtailed because of Adverse
  Weather, industrial action, or
  mechanical breakdown; or
- up to 30 days (or any longer period agreed by Us in writing before this automatic extension expires) if You cannot return home Due To:
  - You being injured or becoming ill or being quarantined during a Trip.
  - You being required to stay on medical advice with another Person Insured named on Your Certificate of Insurance who is injured or becomes ill or is quarantined during a Trip.

#### Leisure Activities and Sports

You are automatically covered when participating in any of the leisure activities or sports listed in this section, on a recreational basis during Your Trip, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

- You have not been advised by a
   Doctor against participating in such sport or activity;
- You wear the recommended/ recognised safety equipment;
- You follow safety procedures, rules and regulations as specified by the activity organisers/providers;
- 4. **You** are not racing or competing in or practising for speed or time trials of any kind; and
- It is not the main reason for Your Trip.

#### Important Note

If a leisure activity or sport is not listed then we will not provide cover under the Policy.

- Archery (provided supervised by a qualified person)
- Arm wrestling
- Badminton
- Basketball
- Beach basketball
- Beach cricket
- Beach football
- Beach volleyball
- Bocce
- Body boarding
- Bowls
- Bowling
- Canoeing, kayaking and rafting on inland waters only (excluding white water)
- Carriage or hay or sleigh rides
- Clay-pigeon shooting (provided supervised by a qualified person)
- Cricket
- Croquet
- Curling
- Cycling (except BMX and/or mountain biking)
- Deep sea fishing (excluding competitions)
- Dry skiing
- Elephant riding (less than 2 days)
- Fell walking
- Fencing (provided supervised by a qualified person)

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- Fishing, or angling (on inland waters only)
- Footbag (hacky sack)
- Football (Association)
- Go karting (provided You wear a crash helmet)
- Golf
- Handball
- Hiking or hill walking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Horse riding (provided no hunting, jumping or polo)
- Hot air ballooning (provided it is professionally organised, and You travel as a passenger only)
- Ice skating (excluding ice hockey and speed skating)
- In line skating
- Javelin
- Jet skiing
- Korfball
- Lacrosse
- Land sailing
- Laser games
- Long jump
- Maxi-basketball
- Mini-basketball
- Motorcycling up to 125cc provided You wear a crash helmet, and hold a full (and not provisional) South African motorcycle licence if You are in control of the motorcycle
- Netball
- Paddleball
- Parascending (provided over water)
- Pony trekking
- Racquetball
- Rambling (up to 1,000m above sea level, only covered if no guides or ropes are required)
- · Roller skating
- Roller blading
- Rounders
- Rowing (on inland waters only)
- Running (recreational)
- Safari (camera only and professionally organised)

- Sail boarding
- Sailing or yachting (only on inland or coastal waters within a 12-mile limit from land)
- Scuba diving (to a depth not exceeding 18m and provided that You are either accompanied by a qualified instruction, or You are qualified and not diving alone)
- Snorkelling
- Soccer
- Squash
- Softball
- Streetball
- Surfing
- Swimming
- Table tennis
- Tennis
- Trampolining
- Trekking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Triple jump
- Tug of war
- Twirling
- Volleyball
- Water polo
- Water skiing
- Wind surfing

Please refer to the relevant exclusions under each Section of **Your** Policy and to the General Exclusions, which continue to apply. Please specifically note the exclusion under Section 11 - Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms or buildings.

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# **Chubb Assistance**

**Chubb Assistance** can provide a range of assistance and medical related services during **Your Trip Abroad**. Please make sure **You** have details of this Policy, including the Policy Number and **Period of Insurance** when **You** call.

To contact **Chubb Assistance** please call: +27 117225757

Medical Emergency and Referral Services

If **You** are injured or become ill **Abroad You** must contact **Chubb Assistance** immediately if **You** need hospital inpatient treatment, specialist treatment, medical tests, scans or to be brought back to **South Africa**.

If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative must contact **Chubb Assistance** as soon as possible.

If **Chubb Assistance** are not contacted, **We** may reject **Your Claim** or reduce its payment.

In all other circumstances **You** are entitled to use the services of **Chubb Assistance** detailed in this section, as appropriate.

**Chubb Assistance** - Medical Emergency and Referral Services can help with:

- A. Payment of bills if **You** are admitted to hospital **Abroad**, the hospital or attending **Doctor**(s) will be contacted and payment of their fees up to the Policy limits may be guaranteed so that **You** do not have to make the payment from **Your** own funds.
- B. Being brought back to **South Africa** if the **Doctor** appointed by **Chubb**Assistance believes treatment in
  South Africa is preferable, transfer may be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the **Trip**.

- C. Provision of medical advice
  - i) if You require emergency consultation or treatment Abroad, Chubb Assistance will provide the names and addresses of local Doctors, hospitals, clinics and dentists, and its panel of Doctors will provide telephone medical advice.
  - ii) if necessary Chubb Assistance will make arrangements for a Doctor to call, or for You to be admitted to hospital.
- D. Unsupervised Children if a Child is left unsupervised on a Trip Abroad because You are hospitalised or incapacitated, Chubb Assistance may organise their return home, including a suitable escort when necessary.

Please note that whilst **You** will not be charged for advice or assistance, **You** will be responsible for paying fees and charges for services provided to **You** if they are not covered as part of a valid **Claim** under this Policy.

#### Personal Assistance Services

- The services under this Section are provided by Chubb Assistance and are only available during a Trip Abroad.
- These are non-insured facilitation services making use of Chubb Assistance's wide experience and contacts. Any costs incurred, for example for message relay, must be reimbursed to Chubb Assistance unless they form part of a successful Claim under an appropriate Section of this Policy.

**Chubb Assistance** – Personal Assistance Services can help with:

A. Transfer of emergency funds
Transfer of emergency funds up to
€250 per Trip if access to normal
financial/ banking arrangements are
not available locally. In order to
reimburse Chubb Assistance You
must authorise Chubb Assistance to

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debit **Your** credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **Chubb Assistance's** account in **South Africa**. If the emergency transfer is needed **Due To** theft or **Loss** of personal money, a **Claim** may be made under the Policy. advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.

#### B. Message relay

Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Trip** travel schedule.

#### C. Replacement travel documents

Assistance with the replacement of **Lost** or stolen tickets and travel documents, and referral to suitable travel offices. **Chubb Assistance** will not pay for any item.

# D. Emergency translation facility

A translation service if the local provider of an assistance service does not speak English.

#### E. Legal help

Referral to a local English speaking Lawyer, Embassy or Consulate if legal

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# Section 1 - Cancellation

#### What is covered

We will refund Your proportion of unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions pre-booked and paid for before starting Your Trip), which You have paid or are contracted to pay and which cannot be recovered from any other source if it becomes necessary to cancel a Trip Due To:

# You or Your Travelling Companion(s)

- A. dying; or
- B. suffering serious injury; or
- C. suffering sudden or serious illness; or
- suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
- E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such cancellation is confirmed as medically necessary by the treating **Doctor**.
- 2. Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague or someone You have arranged to stay with on Your Trip:
  - A. dving; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics);

provided that such reasons for cancellation are confirmed by a **Doctor**.

- the police requiring You or Your
   Travelling Companion's presence following a burglary or attempted burglary at Your or Your Travelling Companion's home.
- serious fire storm or flood damage to Your or Your Travelling Companion's home, provided that such damage occurs within the 7 days immediately prior to commencement of Your Trip.
- the compulsory jury service or subpoena of You or Your Travelling Companion
- You or Your Travelling
   Companion being made redundant and having registered as unemployed.

#### What is not covered

#### 1. Any Claim Due To

- A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Trip**;
- B. any pre-existing medical condition affecting any person upon whom **Your Trip** depends for which they are being prescribed regular medication by a **Doctor** at the date **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Trip**;
- C. any heart-related condition or any type of cancer affecting any person upon whom Your Trip depends diagnosed at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to cancel Your Trip;

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- D. jury service or subpoena if You or Your Travelling
   Companion are called as an expert witness or where Your or their occupation would normally require a Court attendance;
- E. redundancy where **You** or **Your** Travelling Companion:
  - i) were unemployed or knew that **You** or they may become unemployed, at the time the **Trip** was booked;
  - are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
  - iii) are self-employed or a contract worker;
- F. any adverse financial situation causing You to cancel Your
   Trip, other than reasons stated within the section
   'What is covered'.
- G. You or Your Travelling
  Companion(s) deciding that
  You do not want to travel, unless
  that reason for not traveling is
  stated within the section
  'What is covered'.
- H. The failure to obtain the necessary passport, visa or permit for **Your Trip**.
- 2. Any loss, charge or expense **Due To**:
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
  - B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.
- 4. The Excess

# Section 2 – Medical Expenses & Repatriation

#### What is covered

#### If during a **Trip Abroad You**:

- 1. are injured; or
- become ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35 weeks pregnant **You** obtained written confirmation from a **Doctor** of **Your** fitness to travel no earlier than 5 days prior to the commencement of **Your Trip Abroad**);

**We** will pay up to the amount stated in the Table of Benefits for:

- A. i) Medical Expenses
  All reasonable costs that it is
  medically necessary to incur
  outside of **South Africa** for
  hospital, ambulance surgical or
  other diagnostic or remedial
  treatment, given or prescribed by
  a **Doctor**, and including charges
  for staying in a hospital;
  - ii) Emergency Repatriation
    Expenses
    All reasonable costs that it is
    medically necessary for Chubb
    Assistance to incur to return
    You to Your home in South
    Africa; or to move You to the
    most suitable hospital in South
    Africa; if it is medically
    necessary to do so.
  - iii) Travel Expenses
    All necessary and reasonable
    accommodation (room only) and
    travel expenses incurred with the
    consent of **Chubb Assistance**,
    if it is medically necessary for **You** to stay **Abroad** after **Your**scheduled date of return to **South Africa**, including travel
    costs back to **South Africa** if **You** cannot use **Your** original
    return ticket.
- B. Accompanying Traveller Expenses
  All necessary and reasonable
  accommodation (room only) and travel
  expenses incurred with the consent of
  Chubb Assistance, by any one other
  person if required on medical advice to

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- accompany **You** or to escort a **Child** home to **South Africa**.
- C. Cremation Burial or Transportation Charges if **You** die **Abroad** 
  - i) cremation or burial charges in the country in which **You** die; or
  - ii) transportation charges for returning **Your** body or ashes back to**South Africa**.
- D. Emergency Dental Treatment
  All medically necessary and reasonable
  cost to provide emergency dental
  treatment for the relief of pain only,
  outside of **South Africa**.

## **Special Conditions**

- If You are injured or become ill
   Abroad You must follow the procedure detailed under 'Making a Claim' on page 27 of this Policy. If You do not, We may reject Your Claim or reduce the amount that We pay You.
- Chubb Assistance may:
  - A. move **You** from one hospital to another; and/or
  - B. return **You** to **Your** home in **South Africa**; or move **You** to the most suitable hospital in **South Africa**;

at any time, if **Chubb Assistance** believes that it is necessary and safe to do so.

- Additional travel and hotel expenses must be authorised in advance by Chubb Assistance.
- 4. All original receipts must be kept and provided to support a **Claim**.

#### What is not covered

- 1. Any **Claim Due To**:
  - A. any pre-existing medical condition that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later):
  - B. any pre-existing medical condition for which **You** are

- being prescribed regular medication by a **Doctor** at the date **Your Trip** was booked (or commencement of the **Period of Insurance** if later);
- C. any heart-related condition or any type of cancer diagnosed at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later).
- 2. Any treatment or surgery or exploratory tests:
  - A. not confirmed as medically necessary; or
  - B. not directly related to the injury or illness that **You** were admitted to hospital for.
- Surgery, medical or preventative treatment which can be delayed in the opinion of the **Doctor** treating **You** until **You** return to **South Africa**.
- Any costs incurred following Your decision not to move hospital or return to South Africa after the date when, in the opinion of Chubb Assistance, You should do so.
- 5. Cosmetic Surgery.
- 6. Treatment or services provided by any convalescent or nursing home, rehabilitation centre or health spa.
- Any medical treatment that You travelled Abroad to obtain.
- 8. Medication **You** are taking before, and which **You** will have to continue taking during, a **Trip**.
- Any expenses incurred in South Africa.
- Any additional travel and accommodation expenses incurred which have not been authorised in advance by **Chubb Assistance**.
- 11. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Trip**.
- 12. Any additional costs for single or private room accommodation.

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- 13. Cremation or burial costs in **South Africa**.
- 14. The cost of medical or surgical treatment of any kind received by a **Person Insured** later than 52 weeks from the date of the accident or commencement of the illness.
- The Excess.
- 16. Any **Claim** when **You** have travelled against the advice of **Your Doctor**.
- Any complication in pregnancy that was known by **You** at the time of travel.

# Section 3 – Hospital Benefit

#### What is covered

If **You** are admitted to a hospital as an inpatient during a **Trip Due To** injury or illness for which **You** have a valid **Claim** under Section 2 – Medical Expenses & Repatriation, **We** will pay the benefit amount stated in the Table of Benefits for each complete 24 hours that **You** remain a hospital in-patient, up to the maximum amount stated in the Table of Benefits.

### What is not covered

**We** will not pay for time **You** spend in an institution not recognised as a hospital in the country of treatment.

# Section 4 – Travel Delay / Abandonment

#### What is covered

If You are delayed for at least 12 hours on Your outbound international Trip or the final part of Your international return Trip because the scheduled departure of Public Transport is affected by a strike; industrial action; Adverse Weather; mechanical breakdown or grounding of an aircraft Due To mechanical or structural defect, We will either:

A. pay the Travel Delay benefit stated in the Table of Benefits; or

B. if **You** abandon **Your Trip** after a delay of at least 24 hours of the scheduled outbound international departure, **We** will refund **Your** unused travel and accommodation costs up to the amount stated in the Table of Benefits that **You** have paid or are contracted to pay and which cannot be recovered from any other source.

## **Special Conditions**

 You can only Claim under item A or item B above, not both.

#### 2. You must:

- A. check-in before the scheduled departure time shown on **Your** travel itinerary; and
- comply with the travel agent, tour operator and transport providers contract terms; and
- C. provide **Us** with written details from the **Public Transport** operator describing the length of, and reason for, the delay; and
- D. allow reasonable time to arrive at **Your** departure point on time.

#### What is not covered

- 1. Any **Claim Due To**:
  - A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - B. a strike if it had started or been announced before **You** arranged this insurance;
  - C. any journey by **Public Transport** commencing and ending in the country of departure.
- Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original **Trip**.

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- 4. Any **Claim Due To Your** not allowing sufficient time for the journey.
- 5. Any Claim Due To:
  - You travelling against the advice of the appropriate national or local authority;
  - B. prohibitive regulations by the government of any country.
- 6. Any expenses that:
  - You can recover from any tour operator, airline, hotel or other service provider;
  - B. **You** would normally have to pay during **Your Trip**.
- 7. Any **Claim** for Travel Abandonment caused by volcanic ash.
- 8. The **Excess**, if a **Trip** is abandoned.

# Section 5 – Missed Departure

#### What is covered

**We** will pay up to the amount stated in the Table of Benefits for necessary and reasonable additional accommodation (room only) and travel expenses to enable **You** to reach:

- Your scheduled destination Abroad
  if, on Your outbound journey, You
  arrive too late at Your final point of
  international departure to board the
  Public Transport on which You are
  booked to travel; or
- On Your return journey, You arrive too late at Your final point of international departure to board the Public Transport on which You are booked to travel.

#### **Due To:**

- the car/taxi You are travelling in breaking down or being involved in an accident; or
- the Public Transport You are travelling in failing to arrive on schedule.

## **Special Conditions**

#### 1. You must:

- A. provide evidence of all the extra costs You incurred
- B. allow reasonable time to arrive at **Your** departure point on time
- C. for car breakdown/accident provide **Us** with:
  - a written report from the vehicle breakdown service or garage that assisted You during the incident; or
  - ii) reasonable evidence that the vehicle used for travel was roadworthy, properly maintained and broke down at the time of the incident
- D. for late arrival of **Public Transport** provide **Us** with:
  - reasonable evidence of the published time of arrival and the actual time of arrival.

## What is not covered

- 1. Any **Claim Due To**:
  - A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - a strike if it had started or been announced before You arranged this insurance or booked Your
     Trip, whichever is the later.
- Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original **Trip**.
- 4. Any **Claim Due To You** not allowing sufficient time for the journey.
- 5. Any **Claim Due To**:

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- A. You travelling against the advice of the appropriate national or local authority;
- B. prohibitive regulations by the government of any country.
- 6. Any expenses that:
  - You can recover from any tour operator, airline, hotel or other service provider;
  - B. **You** would normally have to pay during **Your Trip**.
- The Excess.

# Section 6 –Curtailment

#### What is covered

#### We will pay:

- A. unused accommodation costs (including excursions pre-booked and paid for before starting Your Trip, which You have paid or are contracted to pay and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in **Your** returning to **Your** home in **South Africa**.

up to the amount shown in the Table of Benefits, if it becomes necessary to, **Curtail** a **Trip Due To**:

# 1. You, Your Travelling Companion(s)

- A. dying; or
- B. suffering serious injury; or
- C. suffering sudden or serious illness; or
- suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
- E. being compulsorily quarantined on the orders of a treating **Doctor**;

- provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
- 2. Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague or someone You have arranged to stay with on Your Trip:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
  - provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
- 3. The police requiring You or Your Travelling Companion's presence following a burglary or attempted burglary at Your or Your Travelling Companion's home
- Serious fire storm or flood damage to Your or Your Travelling Companion's home; provided that such damage occurs after Your Trip commences.

## What is not covered

#### 1. Any Claim Due To

- A. any pre-existing medical condition affecting any person upon whom Your Trip depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to Curtail Your Trip;
- B. any pre-existing medical condition affecting any person upon whom **Your Trip** depends for which they are being prescribed regular medication by a **Doctor** at the date **Your Trip**

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- was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtail Your Trip**;
- C. any heart-related condition or any type of cancer affecting any person upon whom Your Trip depends diagnosed at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to Curtail Your Trip;
- D. any adverse financial situation causing **You** to **Curtail Your Trip**;
- E. You or Your Travelling
  Companion(s) deciding that
  You do not want to remain on
  Your Trip.
- 2. Any loss, charge or expense **Due To**:
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to **Curtail** a booking;
  - B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Trip**.
- 5. The Excess.

# Section 7 – Personal Effects & Baggage

## What is covered

A. Loss, damage or theft
If Personal Property is Lost,
damaged or stolen during Your Trip,

We will pay Repair and Replacement Costs up to the amount stated in the Table of Benefits.

B. Delayed Baggage

If **Personal Property** is **Lost** or misplaced for at least 12 hours on **Your** outbound journey by the airline or other carrier, **We** will pay up to the amount stated in the Table of Benefits to reimburse **You** for the cost of essential items of clothing, medication, toiletries and **Mobility Aids** that **You** have to purchase.

#### **Special Conditions**

- You must take reasonable care to keep Your Personal Property safe. If Your Personal Property is Lost or stolen You must take all reasonable steps to get it back.
- Valuables must be attended by You at all times when not contained in a locked safe or safety deposit box.
- 3. If **Your Personal Property** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.
- 4. Loss, theft or damage to Personal Property in the custody of an airline or other carrier must be reported in writing to the airline or other carrier within 24 hours of discovery and We must be provided with a copy of the original written airline or carrier's Property Irregularity report;
- 5. Where **Personal Property** is temporarily **Lost** or misplaced by an airline or other carrier **We** must be provided with original written confirmation from such airline or other carrier or the tour representative that the delay lasted for at least 12 hours after **You** arrived at **Your** destination.
- 6. If You have been paid for emergency purchases of essential items and You then also Claim for Loss, damage or theft of Personal Property resulting from the same item, cause or event, the

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amount paid to **You** for emergency purchases will be deducted from the final settlement payment. However, any deduction will not be any more than the amount paid for emergency purchases.

#### What is not covered

- More than the amount stated in the Table of Benefits for:
  - A. a single item, pair or set, or part of a pair or set;
  - B. Valuables in total;
  - C. sports equipment in total
- Loss or theft of Valuables left Unattended unless contained in a locked safe or safety deposit box.
- Loss or theft of any Personal Property (other than Valuables) left Unattended unless:
  - A. contained in
    - i) a locked room; or
    - ii) a locked safe or safety deposit box; or
    - iii) the locked glove box or boot of a vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view;
    - and there is evidence of forced entry to the room, safe, safety deposit box or car, or the car has been stolen:
  - B. in the custody or control of an airline or other carrier.
- 4. **Loss**, theft or damage to:
  - A. antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, hearing aids, bonds, securities or documents of any kind;
  - B. sports equipment whilst being used, vehicles or their accessories (other than **Mobility Aids**), watercraft and ancillary equipment, glass china or similar fragile items and pedal cycles;
  - C. business equipment, business goods, samples, business **Money**, tools of trade or any

- other item used in connection with **Your** business, trade or occupation;
- 5. Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage **Due To** atmospheric or climatic conditions.
- Delay, detention, seizure or confiscation by customs or other officials.
- 7. The **Excess** (not applicable to delayed baggage **Claims**).

# Section 8 – Loss of Passport / Driving Licence

#### What is covered

If **Your** passport and/or driving licence is **Lost**, destroyed or stolen while **You** are on a **Trip Abroad**, **We** will pay up to the amount stated in the Table of Benefits to cover the cost of:

- getting any temporary replacement documents needed to enable You to return from Your Trip including any additional travel and accommodation (room only) costs incurred by You or on Your behalf during Your Trip to obtain such documents; and
- the replacement passport or driving licence fee payable, provided that it remained valid for at least 2 years at the date it was **Lost**, destroyed or stolen.

## **Special Conditions**

- You must take reasonable care to keep Your passport and/or driving licence safe. If Your passport and/or driving licence is Lost or stolen You must take all reasonable steps to get it back.
- Your passport and/or driving licence must be attended by You at all times when not contained in a locked safe or safety deposit box.

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3. If Your passport and/or driving licence is Lost or stolen You must make every reasonable effort to report it to the police (and hotel management if the Loss or theft occurs in a hotel) within 24 hours of discovery and You must provide Us with a copy of the original written police report.

#### What is not covered

- Loss or theft of any passport or driving licence left Unattended unless contained in a locked safe or safety deposit box.
- Delay, detention, seizure or confiscation by customs or other officials.

# Section 9 – Personal Money

#### What is covered

**We** will pay up to the amount stated in the Table of Benefits if **Money** held by **You** for **Your** own personal use is **Lost** or stolen during a **Trip** whilst:

- 1. being carried by You; or
- 2. left in a locked safe or safety deposit box.

### **Special Conditions**

- You must take reasonable care to keep Your Money safe. If Your Money is Lost or stolen You must take all reasonable steps to get it back.
- Your Money must be attended by You at all times when not contained in a locked safe or safety deposit box.
- 3. If **Your Money** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

#### What is not covered

- More than the amount stated in the Table of Benefits for cash.
- Loss or theft of Money left
   Unattended unless contained in a
   locked safe or safety deposit box.
- Delay, detention, seizure or confiscation by customs or other officials.
- 4. Traveller's cheques:
  - A. unless the **Loss** or theft is reported immediately to the local branch or agent of the issuing company;
  - B. if the issuing company provides a replacement service.
- 5. Depreciation in value or shortage **Due To** any error or omission.
- The Excess.

# Section 10 – Personal Accident

#### What is covered

If **You** suffer physical injury caused by an **Accident** during a **Trip** which, within 12 months, directly results in **Your**:

- 1. Death; or
- 2. Loss of Sight; or
- 3. Loss of Limb; or
- 4. Permanent Total Disablement.

**We** will pay the appropriate benefit stated in the Table of Benefits.

#### **Special Conditions**

**We** will not pay more than one benefit for the same physical injury.

#### What is not covered

Death, Loss of Sight, Loss of Limb or Permanent Total Disablement Due To disease or any physical defect, injury or illness which existed before the **Trip**.

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# Section 11 – Personal Liability

#### What is covered

**We** will cover **You** up to the Limit of Liability stated in the Table of Benefits against all sums which **You** are legally liable to pay as damages in respect of:

- accidental bodily injury (including death illness or disease) to any person;
- accidental loss of or damage to material property;

which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the Limit of Liability stated in the Table of Benefits. **We** will in addition pay **Costs and Expenses**.

#### Costs and Expenses shall mean:

- all costs and expenses recoverable by a claimant from You;
- all costs and expenses incurred with Our written consent;
- solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies – except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, **Costs and Expenses** described in 1., 2., and 3. above are deemed to be included in the Limit of Liability for this Section.

#### **Special Conditions**

 We may at Our sole discretion in respect of any occurrence or occurrences covered by this Section pay to You the Limit of Liability stated in the Table of Benefits applicable to such occurrence or occurrences (but deducting therefrom any sum(s) already paid) or any lesser sum for

- which the **Claim(s)** arising from such occurrence(s) can be settled and **We** shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of **Costs and Expenses** incurred prior to the date of such payment and for which **We** may be responsible hereunder.
- 2. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by You or not covering the same liability We shall not be liable to indemnify You in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

#### What is not covered

Cover for any liability:

- in respect of bodily injury to any person who is:
  - A. under a contract of service with **You** when such injury arises out of and in the course of their employment by **You**;
  - B. a member of **Your** family.
- assumed by You under a contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- in respect of loss of or damage to property:
  - A. belonging to **You**;
  - B. in **Your** care custody or control. However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by **You** in the course of the **Trip**.
- in respect of bodily injury loss or damage caused directly or indirectly in connection with:
  - A. the carrying on of any trade, business or profession;
  - B. the ownership, possession or use of:

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- i) horse-drawn or mechanically propelled vehicles;
- ii) any aerospatial device or any airborne or waterborne craft or vessel (other than non-mechanically powered waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the loading or unloading of such craft or vessel:
- iii) firearms (other than sporting guns);
- iv) arising from the occupation or ownership of any land or building other than any building temporarily occupied by **You** in the course of a **Trip**.
- 5. in respect of activities or volunteer work organised by or when the individual is assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation except where no other insurance or cover is available.
- 6. in respect of punitive or exemplary damages.
- 7. in respect of the **Excess**.

# Section 12 – Overseas Legal Expenses

#### What is covered

If during a **Trip You** sustain bodily injury or illness which is caused by a third party **We** will pay up to the amount stated in the Table of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

## **Special Conditions**

- Legal Representatives must be qualified to practise in the Courts of the country where the event giving rise to the Claim occurred or where the proposed defendant under this Section is resident.
- 2. **We** shall at all times have complete control over the legal proceedings.

Outside the European Union, the selection, appointment and control of **Legal Representatives** shall rest with **Us**. Within the European Union. You do not have to accept the Legal Representatives chosen by Us. You have the right to select and appoint Legal Representatives after legal proceedings have commenced subject to Our agreement to the Legal Representatives' fee or charging rates. If there is a disagreement over this choice of Legal Representatives You can propose Legal Representatives by sending Us the proposed Legal Representatives' name and address. We may choose not to accept Your proposal but only on reasonable grounds. We may ask the ruling body for Legal Representatives to nominate alternative Legal Representatives. In the meantime, We may appoint Legal Representatives to protect Your interests.

- 3. You must co-operate fully with the Legal Representatives and ensure that We are fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party. We are entitled to obtain from the Legal Representatives any information, document or advice relating to a Claim or legal proceedings under this Insurance. On request You will give to the Legal Representatives any instructions necessary to ensure such access.
- 4. **Our** authorisation to incur **Legal Expenses** will be given if **You** can satisfy **Us** that:
  - A. there are reasonable grounds for pursuing or defending the Claim or legal proceedings and the Legal Expenses will be proportionate to the value of the Claim or legal proceedings; and
  - B. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at

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**Your** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, **Your** costs in obtaining this opinion will be covered by this Policy.

- If there is any dispute, other than in respect of the admissibility of a Claim on which **Our** decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in Our favour. Your costs shall not be recoverable under the Insurance.
- We may at Our discretion assume control at any time of any Claim or legal proceedings in Your name for damages and/or compensation from a third party.
- 7. We may at Our discretion offer to settle a counter-claim against You which We consider to be reasonable instead of continuing any Claim or legal proceedings for damages and/or compensation by a third party.
- 8. Where settlement has been made to **You** without legal costs being apportioned, **We** will determine how much of that settlement should be apportioned to legal costs and expenses and paid to **Us**.
- 9. If a conflict of interest arises, where We are also the insurers of the third party or proposed defendant to the Claim or legal proceedings, You have the right to select and appoint other Legal Representatives in accordance with the terms of this Insurance.
- 10. If at Your request Legal
  Representatives cease to continue
  acting for You, We shall be entitled to
  withdraw cover immediately or agree
  with You to appoint other Legal

**Representatives** in accordance with the terms of this Insurance.

#### What is not covered

- Any Claim reported to Us more than 12 months after the beginning of the incident which led to the Claim.
- 2. Any **Claim** where it is **Our** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**.
- Legal Expenses incurred before receiving Our prior authorisation in writing.
- 4. **Legal Expenses** incurred in connection with any criminal or wilful act on **Your** part.
- 5. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **You** unless as a counter-claim.
- Fines, penalties compensation or damages imposed by a court or other authority.
- 7. Legal Expenses incurred for any Claim or legal proceedings brought against:
  - A. a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the **Claim** or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
  - B. Us or Our agents; or
  - C. Your employer.
- 8. Actions between **Persons Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision.
- Legal Expenses incurred in pursuing any Claim for compensation (either individually or as a member of a group or class action) against the

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manufacturer, distributor or supplier of any drug, medication or medicine.

10. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements.

# 11. **Legal Expenses** incurred where **You** have:

- A. failed to co-operate fully with and make sure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; or
- B. settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and or compensation from a third party without **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.

# 12. **Legal Expenses** incurred after **You** have not:

- A. accepted an offer from a third party to settle a **Claim** or legal proceedings where the offer is considered reasonable by **Us**; or
- B. accepted an offer from **Us** to settle a **Claim**.
- Legal Expenses which We consider unreasonable or excessive or unreasonably incurred.

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# **General Exclusions**

Exclusions that apply to the whole Policy.

**We** will not pay any **Claims** which would result in **Us** being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, South Africa or United States of America.

Applicable to US Persons only: Policy cover for a **Trip** involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any Claim from a US Person relating to Cuba travel, **We** will require verification from the US Person of such OFAC licence to be submitted with the Claim. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

You should contact Us on +27 011 722 5700 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, South Africa or United States of America.

**We** will not be liable to make any payment under this Policy where:

#### 1. Persons Covered

**You** do not meet the criteria detailed under Important Information on page 8 of this Policy.

#### 2. Children travelling alone

You are a **Child** travelling or booked to travel without an adult **Person Insured** named in the Certificate of Insurance.

#### 3. Trips not covered

**Your Trip** is described under "**Trips** Not Covered", on page 8 of this Policy.

#### 4. any Claim is Due To:

A. Not taking medication or treatment

a **Person Insured** choosing not to take medication or other recommended treatment as prescribed or directed by a **Doctor**.

# B. Tropical disease where not vaccinated

a tropical disease where the

Person Insured has not had
the vaccinations or taken the
medication recommended by

South Africa Department of
Health or required by the
authorities in the country being
visited, unless they have written
confirmation from a Doctor that
they should not be vaccinated or
take the medication,
on medical grounds.

## C. Pandemic or Epidemic.

This policy does not cover and we will not pay for **Claims** of any kind directly or indirectly arising from, relating to or in any way connected with a Pandemic or Epidemic. This exclusion applies to all sections of cover except for,

- i. Medical and Repatriation expenses in relation to the Coronavirus Disease 19 (COVID-19) provided You are not travelling in, to or through any area to which the Government or relevant Public Authority in the Republic of South Africa or the World Health Organization has advised and/or recommended against travel.
- ii. Trip Cancellation if You fall ill with Coronavirus Disease 19 (COVID-19) within 28 days of the commencement of Your Trip provided that Your Trip was not also cancelled by the tour operator, travel agent, or transport or accommodation provider or due to

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prohibitive regulations by the government of any country.

Trip Curtailment if **You** iii. fall ill or are quarantined on the orders of a treating doctor due to falling ill with Coronavirus Disease 19 (COVID-19) whilst on Your Trip provided that at the time You commenced Your Trip the Government or relevant Public Authority in the Republic of South Africa or the World Health Organization has not advised and/or recommended against travel.

### D. Anxiety state or phobia

a Person Insured suffering from any travel-related anxiety state, or phobia.

# E. Excluded leisure activities or sports

**You** taking part in any of the following while on a **Trip**:

- any leisure activities or sports not specifically covered under "Leisure Activities & Sports"
- ii) any leisure activities or sports in a professional capacity or for financial reward or gain
- iii) air travel unless **You** are travelling as a fare paying passenger on a flight which is provided by a licensed airline or air charter company

## E. Currency

Currency exchange, including but not limited to any loss of value or currency conversion fees.

# F. Illegal Acts

Any illegal act by You.

## G. Alcohol/drugs

i) Alcohol

You drinking too much alcohol, alcohol abuse or alcohol dependency. We do not expect You to avoid alcohol on **Trips**, but **We** will not cover any **Claims** arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected and **You** need to make a **Claim** as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a **Doctor** has caused or contributed to the bodily injury).

#### ii) Drugs

You taking any drugs in contravention of the laws applicable to the country You are travelling to, or having an addiction to or abusing any medications, or being under the influence of any non-prescribed medication which is classified as a legal high in the country You are travelling to.

#### H. Suicide/self-injury

- Your suicide, attempted suicide or deliberate selfinflicted injury regardless of the state of Your mental health; or
- ii) Your needless selfexposure to danger or where You have acted in a manner contrary to visible warning signs except in an attempt to save human life.

#### I. Radiation

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

## J. Sonic waves

pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

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- K. WarWar or any act of War whetherWar is declared or not.
- L. Financial Failure

The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

# Making a Claim

Reporting Lost, Stolen or Damaged Property

- Lost or stolen Personal Property, Money, passport or driving licence.
  - **You** must make every reasonable effort to obtain a police report within 24 hours of discovery.
  - If Lost or stolen from a hotel, You must make every reasonable effort to notify the hotel management; and
  - If the Money You have Lost or had stolen includes travellers cheques, You must make every reasonable effort to notify the local branch or agent of the issuing company; and
  - Provide Us with a copy of the original written reports.
- Personal Property Lost, stolen or damaged whilst in the custody of an airline or other carrier.

**You** must notify the airline or other carrier in writing within 24 hours of discovery and provide **Us** with a copy of the original Property Irregularity Report.

Conditions that apply to the whole Policy.

- If You are injured or become ill Abroad and need:
  - A. hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to South Africa:
     You must contact Chubb Assistance immediately on: +27 117225757

If You cannot do this yourself, You must arrange for a personal representative (for example, a spouse or parent) to do this for You. If Chubb Assistance are not contacted, any expense incurred by You that would otherwise not have been incurred had Chubb Assistance been contacted will be deducted from Your Claim

B. medical treatment other than under A. above - You must follow the procedure detailed under condition 2. below. You can make use of the services provided by Chubb Assistance, as appropriate (these are detailed on page 11 of this Policy).

#### 2. All other Claims

**You** must notify **Us** immediately by telephone or email as soon as reasonably possible and within 30 days of becoming aware of anything likely to result in a **Claim**.

A personal representative can do this for **You** if **You** cannot.

**We** can be contacted at:

Email: myclaim@chubb.com

Tel: +27 011 722 5700

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# **Claim Conditions**

#### Other Insurance

If, at the time of an incident which results in a **Claim** under this Policy, there is any other insurance covering the same **Loss**, damage, expense or liability, **We** are entitled to approach that insurer for a contribution towards the **Claim**, and will only pay **Our** proportionate share. This condition does not apply to Section 3 – Hospital Benefit or Section 10 - Personal Accident of this Policy.

# Recovering Our Claims Payments from Others

We are entitled to take over and carry out in Your name the defence or settlement of any legal action. We may also take proceedings at Our own expense and for Our own benefit, but in Your name, to recover any payment We have made under this Policy to anyone else.

## Complying with Special Conditions

**You** must comply with the Special Conditions detailed in the relevant Section of this Policy.

#### Supplying Details & Documents

**You** must supply at **Your** own expense any information, evidence and receipts **We** require including medical certificates signed by a **Doctor**, police reports and other reports.

# Your Duty to Avoid or Minimise a Claim

You and each Person Insured must take ordinary and reasonable care to safeguard against Loss, damage, Accident, injury or illness as though You were not insured. If We believe You have not taken reasonable care of property, the Claim may not be paid. The items insured under this Policy must be maintained in good condition.

## **Protecting Property**

**You** must take all reasonable steps to protect any item or property from further **Loss** or damage and to recover any **Lost** or stolen article.

# Sending Us Legal Documents

**You** must send **Us** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately when it is received and without answering it.

#### Subrogation

**We** may take action in **Your** name to recover compensation or security for loss, damage or expenses covered by this insurance. **You** will not have to pay anything towards this action but **We** will be entitled to retain some or all of any amount recovered.

#### Things You Must Not Do

**You** must not do the following without **Our** written agreement:

- admit liability, or offer or promise to make any payment; or
- sell or otherwise dispose of any item or property for which a **Claim** is being made

## **Recognising Our Rights**

You and each Person Insured must recognise Our right to:

- choose either to pay the amount of a
   Claim (less any Excess and up to any
   Policy limit) or repair, replace or
   reinstate any item or property that is
   damaged, Lost or stolen;
- inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;
- take over and deal with the defence or settlement of any Claim in Your name and if a settlement is made without costs being awarded, determine what proportion of those costs should be paid for costs & expenses and paid to Us;
- 4. settle all **Claims** in ZAR;
- 5. be reimbursed within 30 days for any costs or expenses that are not insured

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under this Policy, which **We** pay to **You** or on **Your** behalf;

- 6. be supplied at **Your** expense with appropriate original medical certificates where required before paying a **Claim**;
- request and carry out a medical examination and insist on a postmortem examination, if the law allows Us to ask for one, at Our expense.

#### Fraudulent Claims

**We** will not pay dishonest **Claims**. If **You** make a dishonest **Claim**, **We** may cancel **Your** cover.

#### **Paying Claims**

#### 1. Death

- A. If You are 18 years old or over, We will pay the Claim to Your estate and the receipt given to Us by Your personal representative (in most cases, the executor appointed under Your will) shall be a full discharge of all liability by Us in respect of the Claim.
- B. If You are aged under 18 years and covered under this Policy as the Partner of a Person
  Insured, We will pay any
  Claim for Accidental death to
  Your Partner. In all other circumstances We will pay any
  Claim for Accidental death to
  Your Parent or Legal
  Guardian. Your Partner's or
  Parent or Legal Guardian's
  receipt shall be a full discharge of all liability by Us in respect of the Claim.

#### 2. All other Claims

- A. If You are 18 years or over, We will pay the Claim to You and Your receipt shall be a full discharge of all liability by Us in respect of the Claim.
- B. If You are aged under 18 years and covered under this Policy as the Partner of a Person Insured, We will pay the Claim to Your Partner for Your benefit. In all other circumstances We will pay the

appropriate benefit amount to Your Parent or Legal Guardian for Your benefit. Your Partner's or Parent or Legal Guardian's receipt shall be a full discharge of all liability by Us in respect of the Claim.

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# **General Conditions**

Conditions that apply to the whole Policy.

#### Contract

This Policy, the Certificate of Insurance and any information provided in **Your** application will be read together as one contract.

#### Choice of Law

This Policy shall be governed by and interpreted in accordance with the lawof **South Africa** and the South African Courts alone shall have jurisdiction in any dispute. All communication in connection with this Policy shall be in English.

#### Third Party Rights

Only **You** and **Us** can enforce the terms of this Policy. No other party may benefit from this contract as of right. This Policy may be varied or cancelled without the consent of any third party.

## Compliance with Policy Requirements

**You** (and where relevant **Your** representatives), shall comply with all applicable terms and conditions specified in this Policy. If **You** do not comply, **We** will only pay that part of any **Claim** that **We** would have had to pay if **You** had complied in full.

#### **Changing Your Policy**

1. If You want to change Your Policy

If any of the information **You** have given **Us** changes **You** must telephone (and confirm in writing if **We** request **You** to do so), email or write to **Us**.

2. If **We** want to change **Your** Policy

**We** reserve the right to make changes or add to these Policy terms for legal or regulatory reasons and/or to reflect new industry guidance and codes of practice. If this happens **We** will write to **You** with details at least 30 days before **We** make any changes. **You** will then have the option to continue with or to cancel the Policy.

Any change made to **Your** Policy will begin on the date that the Certificate of Insurance is issued to **You** by **Us**.

If **We** change **Your** policy and as a result of those changes **You** wish to cancel **Your** policy, **We** will send **You** a pro-rata refund unless **You** have made a **Claim** under this Policy in which case no refund will be made.

#### **Cancelling Your Policy**

1. If You want to cancel Your Policy

14 day cancellation right

If, for any reason, **You** are not satisfied with this Policy, **You** may, within 14 days of receiving **Your** Policy and Certificate of Insurance contact **Us** and **We** will cancel it. If this happens the Policy will have provided no cover and **We** will refund any premiums **You** have paid, providing **You** have not already travelled and no **Claim(s)** have been reported or paid.

After 14 days **You** may cancel **Your** policy, but **We** will not pay **You** a refund of any premium **You** have paid.

Our contact details are:

Email: myclaim@chubb.com

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Tel: +27 011 722 5700

#### 2. If We want to cancel Your Policy

**We** can cancel this Policy by giving **You** 30 days written notice. **We** will only do this for a valid reason. Examples of valid cancellation reasons include attempted or actual fraud, or where **We** are ordered or instructed to cancel this Policy by a regulator, court, or other law enforcement agency. If **We** cancel the Policy **We** will refund any premium **You** paid for the cancelled period provided **You** have not made a **Claim** under the Policy during the current **Period of Insurance**.

#### Other taxes or costs

**We** are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

#### Stamp Duty

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of the Finance Act 1950 as amended.

# Misrepresentation and Non-Disclosure

**You** must take reasonable care to ensure that all of the information provided to **Us** in the application process, in the "Declaration", by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a **Claim** may not be paid. **You** acknowledge that **We** have offered the Policy and calculated the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided may result in a change in the terms and conditions of the Policy and/or a change in the premium.

#### Interest

No sum payable by **Us** under this Policy shall carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

#### **Bank Charges**

**We** shall not be liable for any charges applied by **Your** bank for any transactions made in relation to a **Claim**.

#### Complaints procedures

**We** are dedicated to providing a high quality service and want to maintain this at all times. If **You** are not satisfied with this service, please contact **Us**, quoting **Your** Policy details, so **We** can deal with the complaint as soon as possible.

If **You** have a complaint about the sale of **Your** Policy, the Customer Service **You** have received or the way **Your Claim** has been handled please contact:

Tel: 0860 223 266

Email: chubbtravel-sa@chubb.com

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## Financial Services Board

We are a short-term insurer duly authorised in accordance with the provisions of the Short-term Insurance Act no. 53 of 1998 and regulated by the Financial Services Board (FSB).

Full details can be found on the FSB's Register by visiting www.fsb.co.za or by contacting the FSB on +27[0] 12 428 8000

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# **General Definitions**

The following words and phrases below will always have the following meanings wherever they appear in the Policy and Certificate of Insurance in bold type and starting with a capital letter.

#### Abroad

Outside South Africa

#### Accident, Accidental

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

#### **Adverse Weather**

Weather of such severity that the police (or appropriate authority) warn by means of public communications network (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally planned by **You**.

#### **Any One Claim**

All **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

#### Child, Children

A person under 18 years of age at the time the Policy is purchased.

#### Chubb

Chubb Insurance South Africa limited.

#### **Chubb Assistance**

- 1. The telephone advice, information and counselling services; and/ or
- 2. the travel assistance and emergency medical and repatriation services; arranged by **Chubb**.

#### Claim, Claims

Single loss or a series of losses **Due To** one cause covered by this Policy.

#### **Close Business Colleague**

Someone who **You** work with in **South Africa** and who has to be in work in order for **You** to be able to go on or continue a **Trip**.

#### **Cruise**

A sea or river voyage of more than 3 days in total duration, where transportation and accommodation is primarily on an ocean or river going passenger ship.

#### Curtail, Curtailed, Curtailment

Cut short/cutting short Your Trip.

#### Doctor

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

- 1. a **Person Insured**; or
- 2. a relative of the **Person Insured** making the **Claim**, unless approved by **Us**.

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#### **Due To**

Directly or indirectly caused by, arising or resulting from, or in connection with.

#### **Europe**

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Cyprus), Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom.

#### **Excess**

The first amount stated in the Table of Benefits of any **Claim** which each **Person Insured** must pay for each Section of the Policy that is claimed under.

#### **Immediate Family Member**

Your Partner or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, step-brother, stepsister, step-parent, parent-in-law, son- in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of You or Your Partner, or anyone noted as next of kin on any legal document, all of whom must be resident in South Africa, and not any Person Insured.

#### **Insured Adult**

A person named in the Certificate of Insurance who is aged 18 or above.

#### **South Africa**

The Republic of South Africa

### **Legal Expenses**

- Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the Legal Representatives in pursuing a Claim or legal proceedings for damages and/or compensation against a third party who has caused any Persons Insured Accidental bodily injury or illness or in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator.
- 2. Costs for which **You** are legally liable following an award of costs by any court or tribunal or an out of Court settlement made in connection with any **Claim** or legal proceedings.

#### **Legal Representatives**

The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person, firm or company appointed to act on **Your** behalf.

#### Loss, Lost, Losses

**Your Personal Property, Money**, passport and/or driving licence that are covered under this Policy:

- have been accidentally or unintentionally left in a location and they have then disappeared; or
- 2. are in a known location, but **You** are not reasonably able to retrieve them; or
- 3. have disappeared and **You** are not sure how it has happened

#### **Loss of Limb**

Amputation or total and permanent loss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).

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#### Loss of Sight

#### In both eyes:

Permanent blindness, which based on medical evidence **You** will never recover from, and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government.

#### 2. In one eye:

Permanent blindness, which based on medical evidence **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

#### Mobility Aid, Mobility Aids

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley.

#### Money

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre-paid entry tickets and debit, credit, payment, prepayment and/or charge cards.

#### **Parent or Legal Guardian**

A person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

#### **Partner**

**Your** spouse or civil partner (registered pursuant to the Civil Partnership Act) or someone of either sex with whom **You** have been living for at least three months as though they were **Your** spouse or civil partner.

#### Period of Insurance

Period of cover commencing at 00.01 or any later time the Certificate of Insurance is issued and ending on the date shown on **Your** Certificate of Insurance.

#### **Permanent Disability**

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **You** will never recover.

#### **Permanent Total Disablement**

- 1. If **You** were in gainful employment at the date of the **Accident**:
  - A **Permanent Disability** which stops **You** from carrying out gainful employment for which **You** are fitted by way of training, education or experience; or
- 2. If **You** were not in gainful employment at the date of the **Accident**:

A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:

- eating;
- getting in and out of bed;
- dressing and undressing;
- toileting; or
- walking 200 metres on level ground

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#### **Personal Property**

- 1. Any suitcase, trunk or container of a similar kind and its contents;
- 2. any Mobility Aid;
- 3. Valuables,
- 4. any other article worn or carried by **You**; that is not otherwise excluded and which is either owned by **You** or for which **You** are legally responsible.

#### **Public Transport**

Any air, land or water vehicle operated under licence for the transportation of fare-paying passengers and which runs to a scheduled published timetable.

#### **Repair and Replacement Costs**

The cost of repairing partially damaged property, or, if property is totally **Lost** or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation.

(Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair).

#### **Travelling Companion(s)**

Someone **You** have arranged to go on a **Trip** with and who it would be unreasonable to expect **You** to travel or continue **Your Trip** without.

#### Trip

A journey **Abroad** involving pre-booked travel or accommodation.

#### Unattended

Where **You** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Personal Property** or vehicle.

#### Valuables

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, iPods, mp3and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks, iPads, tablets and the like), computer games equipment (including consoles, games and peripherals) jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

#### War

Armed conflict between nations, invasion, act of foreign enemy, civil war or taking power by organised or military force.

#### We, Us, Our, Ourselves

Chubb Insurance South Africa limited.

#### **Winter Sports**

Bigfoot skiing, bobsleighing, cross-country skiing, glacier skiing, heli-skiing, kite snowboarding, langlauf, luging, mono-skiing, skidooing, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snow blading, snowboarding, snowmobiling, speed skating, tobogganing.

#### You, Your, Person(s) Insured

All persons named in the Certificate of Insurance being resident in **South Africa**. Each person is separately insured with the exception of any **Child** unless travelling with an **Insured Adult**.

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# **Data Protection**

Any information about the Policyholder, and Insured Person(s) which the Policyholder, and/or Insured Person(s) provides to the Insurer(s) will be processed by the Insurer(s) in compliance with the provisions of the Protection of Personal Information Act, 2013 ('POPIA') as amended from time to time, for the purpose of assessing the risk profile of the Insured Person(s), providing insurance and handling Claims, if any, and as may be necessary for pursuing the legitimate interests of the Insurer(s) or any third party to whom it is disclosed. This may necessitate providing such information to third parties.

Chubb Insurance South Africa Limited and its group companies ('Chubb') will use the information supplied during the formation and performance of this policy for policy administration, customer services, the handing of claims, the payment of claims and the production of management information for business analysis. We will keep this information for a reasonable period and in accordance with applicable laws.

Chubb may also need to review and analyse certain information about (i) the Policyholder's health; and/or (ii) the Policyholder's criminal convictions; and/or (iii) any other special personal information (which is provided to Chubb and which Chubb obtains from third party sources), and, where relevant, the health or criminal convictions of the Insured Person(s) who may be insured under the policy, including children. Chubb may also use the health information, information about criminal convictions and/or other special personal information about the Policyholder and Insured Person(s), including children, for the purposes set out above.

You hereby consent to the processing of your personal information, including special personal information, for the purposes set out above. Furthermore, you undertake to ensure that any other persons whose information is provided to Chubb understands and does not object to this use of their personal information, and (where required under applicable laws) consents to Chubb using their information for the purposes described. As regards the personal information, including special personal

information.

provided in respect of children, you hereby consent to the processing of such children's personal information in your capacity of competent person. Save for personal information that Chubb is required or permitted by law to collect, the provision of your personal information and that of Insured Person(s) by you is voluntary. Furthermore, you do not have to provide Chubb with the abovementioned consent, and you may withdraw it at any time, but if you do not provide consent, or choose to later withdraw it, that may affect Chubb's ability to offer an insurance policy (or lead to the cancellation of an existing policy) or affect Chubb's ability to process any future claims. To the extent that personal information is provided to Chubb by the Broker as opposed to the Policyholder, the Broker shall undertake that it has obtained the consent of the Policyholder as per this clause.

Chubb will comply at all times with the terms (including security standards) referred to in the Privacy Policy / Privacy Notice when processing personal information of the Policyholder and that of Insured Person(s). Please refer to the Privacy Policy / Privacy Notice for more information on how Chubb processes personal information, including your rights under applicable data protection laws: <a href="https://www.chubb.com/za-en/privacy-policy.html">https://www.chubb.com/za-en/privacy-policy.html</a>

Chubb may also transfer certain personal information to countries that have the same or a similar level of data protection as South Africa for the above purposes. Personal information may also on occasion be transferred from South Africa to countries that do not have adequate data protection laws similar to POPIA but Chubb shall ensure that there is a justification under applicable data protection laws for such transfers and that the necessary regulatory approvals have been obtained in circumstances where required by applicable data protection laws. You hereby consent to the transfer of your personal information (including special personal information) and the personal information (including special personal information) of the Insured Person(s), including children, both manually and by

Chubb Insurance South Africa Limited (Reg. No. 1973/008933/06), a licensed Non-Life Insurer and an authorised Financial Services Provider (FSP:27176). Ground Floor, The Bridle, Hunts End Office Park, 38 Wierda Road West, Wierda Valley, Sandton, 2196.

electronic means, to a country or territory outside South Africa, including to Chubb's offices in foreign countries and to the offices of any third parties (acting on behalf of Chubb), for any of the above purposes. A policy will also be in place to ensure the information transferred is protected.

You undertake to report changes to your personal information and the personal information of the Insured Person(s) in order to keep the personal information accurate.

Chubb may record telephone calls for quality control, fraud prevention and staff training purposes and you may also on occasion be subject to video surveillance. You hereby consent to such monitoring.

When personal or special personal information is supplied to Chubb about third parties other than the Policyholder and/or Insured Person(s), both during the formation and performance of this policy, Chubb assumes that there is a justification under applicable laws to supply this information to Chubb, to Chubb processing this data, including special personal information, and to the transfer of their information abroad. Chubb will also assume that the supplier of the information is authorised to receive, on their behalf, any data protection notices.

You understand and agree that your personal information including special personal information and that of the Insured Person(s) may, from time to time, be shared with third parties. Chubb may share personal and special personal information with the following organisations for the purposes described above:

- our connected companies, service providers, agents and subcontractors including loss adjusters and claims investigators;
- 2. our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
- 3. other insurance companies about other insurance policies the Policyholder and/or Insured Person(s) may have;
- 4. the police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering checks.

Chubb works with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to

prevent and detect fraudulent or exaggerated claims. As part of this Chubb will share information about your claims with providers of software designed to assist in the detection of fraudulent claims. Chubb may also use commercially available databases to prevent money laundering. Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you. Individuals whose personal information has been supplied to Chubb are entitled to a copy of that information on payment of a fee and to have any inaccuracies corrected, subject to applicable laws and the grounds of refusal referred to in Chubb's PAIA Manual. In addition, such individuals have the right to object on reasonable grounds to the processing of their personal information where such processing is based on legitimate interests, unless legislation provides for such processing. Individuals may also object to the processing of their personal information for purposes of direct marketing. More information on individuals' rights and the manner in which Chubb processes personal information is available by contacting the Data Privacy Officer at Chubb Insurance South Africa Limited, the details of which are in the privacy policy / privacy notice as well as provided below. Individuals may also lodge a complaint with the Information Regulator, the details of which are in the privacy policy / privacy notice as well as provided below.

We do not use personal information for marketing purposes, nor do we share it with any other company for marketing purposes, unless consent to do so has been received in writing from you.

#### Contact Information

# Chubb Insurance South Africa Limited (1973/008933/06)

Address: Ground Floor, The Bridle

38 Wierda Road West

Wierda Valley Sandton

Tel: (011) 722 5751 Fax: 086 799 2237 Postal Address: PO Box 1192

> Saxonwold 2132

Chubb Insurance South Africa Limited (Reg. No. 1973/008933/06), a licensed Non-Life Insurer and an authorised Financial Services Provider (FSP:27176). Ground Floor, The Bridle, Hunts End Office Park, 38 Wierda Road West, Wierda Valley, Sandton, 2196.

#### **Information Officer:**

Email: dataprotectionoffice.RSA@chubb.com

You may also contact <u>dataprotectionoffice.europe@chubb.com</u>

# The Information Regulator in South Africa:

The Information Regulator (South Africa) 33 Hoofd Street Forum III, 3rd Floor Braampark Braamfontein, Johannesburg

Email: <u>inforeg@justice.gov.za / complaints.IR@justice.gov.za</u>

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#### Contact Us

Chubb Insurance South Africa Limited Ground Floor, The Bridle Hunts End Office Park 38 Wierda Road West, Wierda Valley Sandton, 2196 Telephone: +27 (0) 11 722 5700 Fax: +27 (0) 11 783 0812

#### **About Chubb**

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs approximately 31,000 people worldwide. Additional information can be found at: www.chubb.com.

# Chubb. Insured.<sup>™</sup>