# **TRAVEL GUARD**

# **Diners Club Card Automatic Travel Insurance**

#### **REFERENCE NUMBER: DCCA/14122012**

AIG House 10 Queens Road Parktown Johannesburg PO Box 31983 Braamfontein 2017 Tel: (011) 551-8000 Fax (011) 551-8293

This Policy is a contract made between Diners Club SA (Pty) Ltd and AIG South Africa Limited, the Company. The Company agrees to provide insurance on the basis set out in this Policy provided the premium is paid when due and the Company agrees to accept it. Any endorsement to the Policy or the Schedule shall form part of the Policy.

Signed on behalf of the Company

Richard Lang VP, Consumer Lines Head South Africa

# DINERS CLUB AUTOMATIC COVER - SCHEDULE OF BENEFITS

	PHASE L- A		Age 3 months	up to and including age	74 years)	
CARD TYPE	PERSONAL		Age 3 months up to and including age AIR TRAVEL LODGE CARD		CORPORATE CARD	
BENEFIT	LOCAL	INTERNATIONAL	LOCAL	INTERNATIONAL	LOCAL	INTERNATIONAL
	SECTION 1 -	EMERGENCY MEDIC	AL & RELATE	D EXPENSES AND AS	SISTANCE	
1A. Emergency Medical & Related Expenses and Assistance						
(i) Injury (Excess R2,000)	R 80,000	R 2,000,000	R 80,000	R 3,000,000	R 80,000	R 3,000,000
(ii) Illness (Excess R2,000)	Nil	R 2,000,000	Nil	R 3,000,000	Nil	R 3,000,000
Return of Mortal Remains *	Actual Expense	Actual Expense	Actual Expense	Actual Expense	Actual Expense	Actual Expense
Coffin Expenses *	R 10,000	R 10,000	R 10,000	R 10,000	R 10,000	R 10,000
Return of Travel Companion *	Actual Expense	Actual Expense	Actual Expense	Actual Expense	Actual Expense	Actual Expense
Return of Children *	Actual Expense	Actual Expense	Actual Expense	Actual Expense	Actual Expense	Actual Expense
Visit by a Family Member *	Actual Expense	Actual Expense	Actual Expense	Actual Expense	Actual Expense	Actual Expense
1B. Travel Guard *						
Premature Return in case of Death or imminent Death of a Relative or Business Associate *	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Service
Cash Advances *	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Service
Consular Referral *	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Service

AIG South Africa Limited is a Licensed Financial Services Provider FSP No. 15805 Reg. No. 1962/003192/06

TO EXTEND COVER TO 180 DAYS	R 370	R 370	R 370	R 370	R 370	R 370
	<b>D</b> 070	5.070	PREMIUM	<b>D</b> 070	<b>-</b>	<b>D</b> 070
Phase 1		_,				
11A. Hijack - R750 per day (Excess 12 Hours) * Any One Life Limit -	R 7,500	R 10,000 <b>2,000,000</b>	R 7,500	R 15,000 3,000,000	R 7,500	R 15,000 3,000,000
					-	
(Excess R500) NOTE: Increased any one item limits in respect of cellular telephones, blackberries, palmtops, laptops, notebooks or similar personal computers is detailed in the policy wording						
Excess) Maximum Insured Value of any one item	R 2,000	R 2,000				
Maximum Sum Insured (R500	R 25,000	R 25,000				
		PRIVE CA	ARD HOLDERS	SONLY		
		SECTION	4 – BAGGAG	E LOSS		
Curtailment of Journey (R500 Excess)	R 30,000	R 30,000				
Cancellation of Journey (R500 Excess)	R 30,000	R 30,000				
		PRIVE CARD HOLD	ERS ONLY (Tr	ips up to 90 days)		
		SECTION 3 – CAN	CELLATION &	CURTAILMENT		
(ii) 24 hour cover	R 250,000	R 250,000	R 500,000	R 500,000	R 250,000	R 500,000
(i) In-flight/public conveyance	R 850,000	R 1,000,000	R 1,000,000	R 1,500,000	R 850,000	R 1,500,000
			ITAL DEATH A	ND/OR PERMANENT	TOTAL DISAE	
Evacuation, Repatriation or Transportation *	Expense		Expense		Expense	
Urgent Messages * 1C. Medical	Service Actual	Actual Expense	Service Actual	Actual Expense	Service Actual	Actual Expense
Replacement of Lost Travel Documents * Transmission of	Assistance Service Assistance	Assistance Service Assistance Service	Assistance Service Assistance	Assistance Service Assistance Service	Assistance Service Assistance	Assistance Service Assistance Service
24-hour Medical Emergency and Assistance Telephone Line *	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Servic
Legal Assistance Abroad *	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Service
Emergency Travel and Accommodation Arrangements *	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Service	Assistance Servic

Should you require the following:

- Additional Medical Expenses Cover
- Additional Personal Accident Cover
- Cancellation and Curtailment cover
- Baggage loss, theft or damage cover
- Trip delay or baggage delay

Please contact the Sales and Services contact centre (please see contact details on page 3)

#### IMPORTANT CONTACT DETAILS

**24 hour Emergency Medical Assistance – Travel Guard** Phone: +44 1273 779 727 (UNITED KINGDOM) Phone lines are open 24 hours a day, 7 days a week

#### All Medical assistance incidents should be logged with Travel Guard Immediately.

#### Claims

AIG South Africa Limited P.O Box 31983 Braamfontein 2017 SA Share Call Tel: 0860 104 146 Tel: +2711 525 3101 Fax: +2711 551 8290 Email: <u>satravelclaims@AIGinsurance.com</u> The claims department is open Monday to Friday from 8:15am to 4:30pm (South African time).

Sales & Services: Tel: 0860 346 377 (Option 4) Tel: +2711 525 3111 Fax: 086 625 4818 Email: <u>diners.nactravel@za.aegisglobal.com</u> The Sales & Services department is open More

The Sales & Services department is open Monday to Thursday from 8am to 6pm, Fridays from 8am to 5pm and Saturdays from 8am to 1pm (South African time), excluding South African public holidays.

#### POLICY TERMS AND CONDITIONS

#### PERIOD OF INSURANCE

This Policy will provide cover for Insured Journeys that commence after the inception date appearing on the Travel Policy receipt. Except for Cancellation insurance, cover will commence when the Insured Person leaves the Point of Departure and will automatically cease when he returns to the Point of Departure. Cancellation coverage will take effect one day after the issue date as stated on the Travel Policy receipt and once the required premium is received by us.

The maximum period for any Insured Person is restricted to 90 days on the following options: Phase I, II and III unless the Insured Person has requested to extend the cover to 180 days and paid the additional premium.

This Policy does not apply to events that occur after the expiration date shown on the Policy receipt, or if the Insured Person returns to the Point of Departure from his Insured Journey before this date. This Policy cannot be cancelled once an Insured Journey has commenced or after the expiry date of the Insured Journey.

All cover is subject to the full cost of the departure and return Public Conveyance tickets being charged to a Diners Club SA (Pty) Ltd Card and either Diners Club SA (Pty) Ltd or the Insured Person paying the required premium and is subject to all the Terms, Conditions, Endorsements, Terminations and Exclusions of the Policy including the Schedule of Benefits.

Cover for the Insured Person entering into the Republic of South Africa on an Inbound Journey is limited to the Insured Benefits applicable to automatic cover only and provided the Public Conveyance ticket is purchased on a Diners Club SA (Pty) Ltd Card.

In respect of Public Conveyance tickets purchased with Voyager Miles and BA Executive Club Miles, namely Frequent Flyer Base Miles earned against a Diners Club SA (Pty) Ltd Card the Automatic Cover is provided at no additional charge to the Insured Person.

#### **PREMIUM PAYMENTS**

Diners Club SA (Pty) Ltd is liable for the premium on the automatic cover and the Insured Person is liable for the premium on the optional cover. The premium is payable in advance and the Company shall not be liable for any claim arising under this Policy in respect of an Accident or Illness that occurs prior to receipt of the premium. The Company shall not be obliged to accept premium tendered to it or to any intermediary after such date, but may do so upon such terms as it in its sole discretion may determine.

The Company reserves the right to ask for proof of payment of premium at any time. Such proof must be to the Company's satisfaction.

#### MAXIMUM AMOUNT PAYABLE

- 1. No Insured Person shall be entitled to recover a benefit exceeding 100% of the sum for an Insured Event as reflected in the Schedule of Benefits.
- 2. If two or more travel policies issued by the Company or any other member company of AIG apply to the same claim, the maximum amount payable by AIG under all such policies shall not exceed the limit of liability of whichever of such policies has the highest applicable limit of liability. Nothing contained herein shall be construed to increase the limit of liability of this Policy.
- 3. The maximum amount payable in the event of death or Permanent Total Disablement of a child will be 20% of the Benefit, or in respect of death that amount which is legislated at the Date of Loss, whichever is the lesser.
- 4. Limit any One Life:

# PERSONAL CARD

Automatic Cover - R2, 000,000

# CORPORATE CARD

Automatic Cover - R3, 000,000

# AIR TRAVEL LODGED CARD

Automatic Cover - R3, 000,000

5. Accumulation Limit: R23,000,000 any one Diners Club SA (Pty) Ltd card

# CANCELLATION/TERMINATION

#### Cancellation

- 1. Provided that no claims have been initiated the Insured Person may cancel this Policy at any time by giving the Company written notice 15 days prior to his intended date of departure.
- 2. This Policy may be cancelled by the Company giving 15 days written notice if the Insured Person has been in breach of any of its Terms, Conditions, Endorsements, Terminations and Exclusions in accordance with the Short Term Insurance Act of 1998, and any other subsequent legislation that may be enacted, in which case the Company will refund a pro-rata premium for the unexpired policy period.
- 3. The Company may cancel this Policy by sending the Insured Person notice in writing to his last known address. If the premium is paid annually in advance and the Policy is cancelled other than at the anniversary date, the Company will refund a pro-rata premium provided that no claims have been initiated.

#### Termination

This Policy will terminate on the earliest of the following dates:

- 1. on the date the Master Policy is cancelled; or
- 2. the date of the Insured Person's return to the Point of Departure in the Republic of South Africa or Country of Residence; or
- 3. on arrival in the country of emigration; or
- 4. the date that the Insured Person reaches the maximum age for the cover selected; or
- 5. the expiry date appearing in the schedule unless there is an automatic extension as described under the general conditions applying to this Policy.

#### PLAN NAMES

The Policy Schedule refers to the persons insured under this Policy by reference to the "Phase Selected". The Plan names are as follows:

- 1. Phase I Automatic Cover
- 2. Phase II Optional Cover
- 3. Phase III Pre-Existing Optional Cover
- 4. Seniors Cover

DEFINITIONS

In this Policy the following definitions apply:

**24 Hour Cover** means any time during the period of an Insured Journey other than when covered under Public Conveyance benefits.

Accident means a sudden unexpected and specific event which occurs at an identifiable time and place, resulting in Injury.

Accidental Loss means the Insured Person mislaying or misplacing their Baggage resulting in a loss of possession.

**Accumulation Limit** means the maximum liability of the Company in respect of any one Accident or number of Accidents arising from one source or cause during an Insured Journey.

Acquired Immune Deficiency Syndrome or AIDS shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Illness in the presence of a sero-positive test for HIV.

Any One Life Limit means the maximum liability of the Company to any one Insured Person in respect of any one Accident or Illness or series of Accidents or Illnesses arising from one source or cause.

**Baggage** means luggage, Personal Effects and travel documents (travel tickets, passports and visas) taken by an Insured Person on an Insured Journey.

Beneficiary means the person or persons nominated by the Insured Person.

Business means your employment, trade, profession or occupation.

Business Associate means a partner, director or employee of the Insured Person.

**Children** means the Insured Person's dependant children who are not in full-time employment and who are between the ages of 3 months up to and including the age of 18 years (or under the age of 25 years provided they are in full-time education), unmarried, not pregnant, without children and primarily dependent on the Insured Person for maintenance and support.

**Company** means AIG South Africa Limited.

**Confinement** means confinement to a Hospital as a resident in-patient for a period which is necessary for the diagnosis or treatment of any Injury or Illness.

**Country of Residence** means the country of which the Insured Person is a citizen or permanent resident.

Damage means physical damage to Baggage which lowers the value.

Date of Loss means:

- a. for Illness, the first date of diagnosis or the date the Insured Person first became aware of the Illness whichever occurs earlier;
- b. for Injury, the date of the Accident;
- c. for all other Sections, the date of the Insured Event.

Day means a period of 24 consecutive hours including the day of admission but excluding the day of discharge.

# Effective Date of Coverage means:

a. for cancellation, one day after the issue date of travel insurance;

b. for all other sections of cover, the date of departure on an Insured Journey.

**Electronic Equipment** shall mean any computer equipment system or software or any product, equipment, system or machinery connected to or operated by means of a micro or data processor chip.

**Emergency Medical Expenses** means all Reasonable and Customary Charges which at the sole discretion of Travel Guard are deemed medically necessary for Illness or Injury on an International Journey.

Excess means the first amount, or period, of each and every loss payable by the Insured Person.

**Follow up Treatment in South Africa** means all Reasonable and Customary Charges incurred for Illness or Injury, resulting in hospitalisation, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner, dentist or optometrist in South Africa. Follow up Treatment in South Africa does not include those expenses the Company is prohibited by law from paying and will only be paid to the extent permissible under the Medical Schemes Act No. 131 of 1998 and any other subsequent legislation which is enacted.

**Hazardous Pursuits** means any activity which introduces or increases the possibility of a loss or which may influence the extent of a loss including but not limited to sports activities.

Holder means the Policyholder named in the Policy Schedule who is Diners Club SA (Pty) Ltd.

**Hospital** means a legally constituted establishment which operates pursuant to the laws of the country in which it is based and which meets the following requirements:

- a. it operates primarily for the reception, medical care and treatment of sick, ailing or injured persons on a resident in-patient basis;
- b. it admits resident in-patients only under the supervision of a Medical Practitioner;

- c. it maintains organised facilities for the medical diagnosis and treatment of such persons and provides (where appropriate) facilities for major surgery within the confines of the establishment or facilities controlled by the establishment;
- d. it provides a full-time nursing service by or under the supervision of a staff of nurses;
- e. it is not a day clinic, health hydro or nature clinic, a mental institution, an institution confined primarily to the treatment of psychiatric disease, the psychiatric department of a hospital, a place for the treatment of chemical dependency, an establishment or a special unit of a hospital used primarily as a place for treatment of drug addicts or alcoholics, a hospice, a frail care centre, a rest home or nursing, convalescent, rehabilitation, assisted living or extended care facility.

**Identity Theft** means the unauthorized and/or illegal use of an Insured Persons personal information such as name or identity number to obtain a loan or open credit accounts.

**Illness** means any fortuitous sickness or disease contracted, commencing or first manifesting itself during an Insured Journey.

**Inbound Journey** means an Insured Journey commencing from the Point of Departure outside the territorial limits of the Republic of South Africa to the destination inside the territorial limits of the Republic of South Africa including the return journey to the Point of Departure.

**Injury** means physical trauma to an Insured Person caused by an Accident occurring on an Insured Journey resulting, solely and independently of any other cause or any other physical defect or infirmity existing prior to the Accident, in an Insured Event within 24 months of the date of the Accident. Physical trauma caused by exposure to the elements of nature as a direct result of an Accident will be deemed to be an Injury.

**Insured Event** means an event stated in the Schedule of Benefits.

**Insured Journey** means a Local Journey, an International Journey or an Inbound Journey.

**Insured Person** means any person whose public conveyance tickets have been charged to a valid Diners Club SA (Pty) Ltd card.

**International Journey** means an Insured Journey commencing from the Point of Departure to the destination, outside the territorial limits of the Republic of South Africa, including the return journey to the Point of Departure.

**Local Journey** means an Insured Journey which commences at the time when the Insured Person departs from the Point of Departure to travel in a direct, timeous and uninterrupted manner to a destination within the territorial limits of the Republic of South Africa that is more than 100 kilometers away from the Point of Departure and it includes the return journey to the Point of Departure.

**Local Destination** means a destination within the territorial limits of the Republic of South Africa that is more then 100 kilometres away from the Point of Departure.

**Kidnapping** means any event or connected series of events of seizing, detaining or carrying away by force or fraud of the Insured Person by person/s for the purpose of demanding ransom monies.

**Malaria** is a vector-borne infectious disease characterized by recurrent attacks of fever, caused by prozotan parasites of the genus Plasmodium transmitted by female Anopheles mosquitoes in tropical and subtropical regions.

**Malignant Neoplasm** shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of AIDS.

**Manual Labour** means physical, human labour involving the use of hands where the work may be considered hard or arduous, including skilled labourers who use or operate mechanical or non-mechanical machinery or equipment.

Master Policy means the internal reference for a specific product containing identical benefits and premium rates.

**Medical Expenses** means all Reasonable and Customary Charges for Illness or Injury on an International Journey resulting in hospitalisation, surgical or other diagnostic or remedial treatment given or prescribed by a Medical Practitioner.

**Medical Practitioner** means a person registered with a current, legal licence to practise medicine, but excludes an Insured Person or a member of any Insured Person's immediate family.

**Medical Treatment** means a Medical Practitioner's medical advice, treatment, consultations and prescribed or repeat maintenance medication.

**Motor Hijack** the unlawful seizing or attempted unlawful seizing of a vehicle by any person using force or threat or violence where such violence is intended, used or made to overpower or subdue the Insured Person whilst driving or as a passenger in a Private Motor Vehicle or whilst such vehicle is stationary.

**Opportunistic Infection** shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

**Payment Card** means an automatic teller machine (ATM) card, credit card, or debit card issued by a registered financial institution or qualified retail shop.

**Permanent and Incurable Insanity** means the Insured Person being diagnosed as permanently and incurably insane according to the usual and customary standards of the registered medical profession. The permanent and incurable insanity must have resulted directly from Injury.

Permanent and Incurable Paralysis means the complete and permanent loss of use of arms or legs, or one arm and one leg, through paralysis.

**Permanent and Total Loss** means the loss by physical severance or the permanent and total loss of use of a hand, foot, thumb, finger, toe, arm or a leg.

**Permanent and Total Loss of Hearing** means the total, irreversible loss of hearing of all sounds confirmed by medical evidence relying on audio-metric and sound-threshold tests.

**Permanent and Total Loss of Sight** means the total, irreversible loss of sight. Loss of sight will be deemed to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

**Permanent and Total Loss of Speech** means the total and irrecoverable loss of the ability to speak. "Loss of the ability to speak" means the inability to make a comprehensible word or an understandable verbal language.

**Permanent Total Disablement** means total and absolute disablement which entirely prevents the Insured Person from engaging in or giving attention to his usual or any occupation for which he is qualified or has received specialised training and which will in all probability be lasting and continuous for his lifetime.

**Personal Effects** means spectacles, dentures, purses, wallets, cosmetics and other personal effects normally worn or carried on the person.

# **Point of Departure**

- a. in respect of a Local Journey means the Insured Person's usual place of residence or from which an Insured Person leaves to travel in a direct, timeous and uninterrupted manner;
- in respect of an International Journey, the point where the Insured Person passes through passport control from within the Republic of South Africa; with regard to Section 5B-Baggage Delay and Section 6A-Travel Delay cover will commence from the Insured Person's place of residence or employment, whichever occurs latest; or
- c. respect of an Inbound Journey, the point where an Insured Person passes through passport control in Country of Residence from which the Insured Person intends to travel to the Republic of South Africa in a timeous and uninterrupted manner

**Policy** means this document embodying the contract of insurance, benefits and premium rates and shall include any subsequent Terms, Conditions, Exclusions, Terminations and Endorsements.

Postponement means delaying a travel date stated on the Travel Insurance Certificate.

**Pre-Existing Medical Conditions** means any condition giving rise to a claim for which, within the 12 consecutive months prior to the Effective Date of Coverage, the Insured Person:

- a. has consulted a Medical Practitioner or specialist; or
- b. has received Medical Treatment or advice; or
- c. the manifestation of symptoms would have caused a reasonable person to seek advice.

**Private Motor Vehicle** means any licensed passenger vehicle other than taxis, buses and any vehicle that is in excess of 2 tons.

**Professional Player** means an Insured Person who earns in excess of 50% of his income from playing sport or who participates in a sport that remunerates him as a means of livelihood.

**Public Conveyance** means any scheduled or chartered land, water or air conveyance legally licensed to carry passengers for hire operating commercially in accordance with all locally applicable laws and regulations and in which the Insured Person is travelling only as a fare-paying passenger, excluding minibuses, non-standard motor vehicles and non-pressurised single engine piston aircraft.

Reasonable and Customary Charges means the charges which:

- a. are medically required for the treatment, supplies or medical service to treat an Insured Person's condition;
- b. do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred, and
- c. do not exceed the charges for treatment that would have been made if no insurance existed.

**Related Expenses** means additional accommodation and travelling expenses, excluding telephone costs, meals and beverages of necessity incurred by any one person, who on the advice of a Medical Practitioner appointed by the Company remains with or escorts the Insured Person until completion of his journey or until he resumes the Insured Journey or returns to the Point of Departure, whichever occurs first.

**Relative** means a Spouse, parent, parent-in-law, grandparent, step-parent, Children, grandchild, brother, brotherin-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancée, fiancé, half-brother, half-sister, aunt, uncle, niece or nephew of the Insured Person.

**Spouse** means the husband, wife, partner in a same sex partnership or any de facto partner with whom the Insured Person has permanently and continuously lived in the same household in a relationship which is not casual or impermanent for a period longer than 6 consecutive months. Only one Spouse shall be eligible for cover.

**Suit** means a civil proceeding seeking monetary damages as a result of Identity Theft or a criminal proceeding in which you are charged with illegal acts committed by any person other than you whilst using your identity.

Territorial Waters means within a 19 Kilometer radius of the coastline.

**Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s shall not be considered Terrorist Acts. 'Terrorist Act' shall also include any act which is verified or recognised as an act of terrorism by the (relevant) government of the country where the act occurs.

Theft means wrongfully taking property from an Insured Person without their willful consent.

**Travel Insurance Certificate** means the certificate which attaches to and forms part of the Policy and contains the relevant details of the Insured Journey.

Traumatic Event means a violent criminal act or attempt where such violence is intended or made to overpower or subdue.

**Travel Companion** means the person intending to travel or travelling with the Insured Person and who is covered under a Travel Guard Policy.

**Travel Guard** means Travel Guard International Ltd, who provides emergency travel and pre-departure health information and the Travel Guard services as more fully detailed in the body of this Agreement.

**Waiver Of Excess** means that if the Insured Person has selected Phase II, the Excess of R2,000 applicable to any emergency medical assistance and expenses will be waived, if the Insured Person is hospitalised as an inpatient. An excess of R500 will apply for out-patient treatment.

War means war, whether declared or not, or any warlike activities (including use of military force) by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**Wrongful Detention** means the arbitrary or capricious act of involuntary confinement of the Insured Person by person/s acting as agent/s or with the approval of any government of government entity, or acting or purporting to act on behalf of any insurgent party,

#### **GENERAL CONDITIONS**

#### 1. Age limits

- 1.1 This Policy covers any event which happens to an Insured Person who is:
  - a. From the age of 3 months up to and including 74 years of age at the date of such event on the Phase I, II and III cover;
  - b. From the age of 75 years of age on the Seniors Plan;
- 1.2 With respect to Insured Event 2 in the Personal Accident Table of Benefits, cover ceases on the Insured Person's 65<sup>th</sup> birthday unless he is gainfully employed;
- 1.3 This Policy does not extend to an Insured Person of the age of 70 years and older in the event of a claim as a result of any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that, in the opinion of a Medical Practitioner appointed by the Company, can reasonably be related thereto.
- 2. Airlines The Company will have no liability to pay any benefit in relation to any Insured Event for which the Insured Person may be able to seek compensation from an airline. If the Insured Person proves that he has taken all reasonable and necessary steps to claim from the airline, the Company will pay a pro-rata portion of the benefits. The Company's liability will be calculated by reducing the benefits by the amount for which the Company considers the airline to be liable.
- 3. Automatic Extension If an event occurs after commencement of the Insured Journey giving rise to a legitimate claim under Section 1 Emergency Medical and Related Expenses and/or Section 3 Curtailment, the Insured Journey shall automatically be extended. If an event occurs in terms of Section 11 Hijack, Kidnap and Wrongful Detention the cover shall be extended and shall continue in force for the duration of the seizure or control of the Public Conveyance or 12 consecutive months from the date of such seizure or control, whichever is the lesser period.
- 4. **Currency** All amounts are shown in South African Rand (ZAR). If expenses are incurred in a foreign currency the rate of exchange used will be the rate at the time of incurring the expense or suffering a loss.
- 5. **Endorsements** At the discretion of the Company, this Policy may be extended, amended or altered. Provided that application is made in writing to the Company prior to the expiry of the existing Policy and there are neither existing nor initiated claims on the existing Policy. This Policy may be extended, amended or altered at the discretion of the Company. The Company may choose to charge an additional premium.
- 6. Information By acceptance of this contract of insurance or the benefits under this Policy the Policyholder or Insured Person acknowledges that the sharing of claims and underwriting information by the Company is essential to enable the Company to underwrite policies, assess risks fairly, ensure compliance with all and

necessary applicable legislation, regulations and business compliance requirements (including any overseas laws, regulations and compliance requirements binding on the Company) and to reduce the incidence of fraudulent claims, in the public interest and with a view to limiting premiums. The Policyholder and or Insured person, on his own behalf and on behalf of any person he represents herein, hereby waives any right to privacy in any insurance information provided by him or on his behalf in respect of any insurance policy or claim made or lodged by him and he consents to such information being disclosed to any other party (including any subsidiary or parent company of the Company as well as any government or regulatory authority) who has a direct interest in the information disclosed by the Policyholder / Insured Person / his agent. The Policyholder / Insured Person also acknowledges that the information provided by him may be verified against any other legitimate sources or databases and waives any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning him.

#### 7. Liability

- 7.1. The Company shall not be liable or responsible for:
- a. the negligence, wrongful acts and/or omissions of any legal and/or health care professional or any other person or persons or legal entity that provide direct or indirect service to the Insured Person;
- b. the failure of any agent or broker to explain adequately the terms, conditions, endorsements, terminations and exclusions of this Policy.
- 7.2. Should any discrepancies arise between this Policy and any literature received by the Insured Person, the Terms, Conditions, Endorsements, Terminations and Exclusions in this Policy will govern in all cases.
- 8. Language The official version of this Policy is in English. Words in the singular include the plural and vice versa and words in the masculine gender include the feminine gender.
- 9. **Marketing** Should any discrepancies arise between this Policy and any literature received by the Insured Person, the Terms, Conditions, Endorsements, Terminations and Exclusions, this Policy will govern in all cases. Any Insured Person may inspect this Policy at any time by arrangement with the policyholder.
- 10. **Medical and Related Expenses** Except for Follow-up Treatment in South Africa under no circumstances will this policy provide an indemnity for Medical and Related Expenses which are incurred, arise from or relate directly or indirectly to any Medical Treatment, advice or any other related medical services provided and or incurred in South Africa.
- 11. **Misrepresentation** This Policy shall be voidable (at the discretion of the Company) in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured Person of any information material to this Policy.
- 12. Other financial products and services The Company will accept no liability whatsoever for any of the insurance or other financial products or services which are sold in conjunction with this Policy that are provided or underwritten by any other insurance or assurance companies and/or assistance companies and/or financial providers.
- 13. Other insurance Except for Section 2 Personal Accident, if the Insured Person is able to claim under any other policies (including statutory insurance and/or medical aid and/or automatic credit card travel insurance) to be covered for the whole or any part of an Insured Event ("Other Claims"), the Company will only be liable to pay its pro rata portion of the claim submitted in terms of this Policy.
  - 13.1 If in the Company's discretion it decides to pay the claim in full, then it will not be obliged to make payment unless the Insured Person cedes to the Company all of their rights in respect of the other claims.
  - 13.2 If the Company has already paid benefits in terms of this Policy, all of the Insured Person's rights in respect of the Other Claims will be ceded automatically to the Company.
  - 13.3 A cession in terms of 13.1 or 13.2 above will allow the Company to do all things necessary to claim against the other insurer or company and institute legal proceedings against that other insurer or company if the other claim is not paid.
  - 13.4 Without limiting any provision of this Policy or any legal obligation, the Insured Person must cooperate fully with the Company in relation to the other claim or legal proceedings including:
    - a. not doing anything to prejudice or limit the Company's rights;
    - b. giving the Company whatever information and documents it may require;
    - c. signing any document or affidavit that the Company may request to enable it to exercise its rights.
    - d. The Insured Person authorises the Company to contact its household insurers, medical insurers, other insurers or any liable third parties (airlines, cruise companies etc) regarding a contribution to a valid claim.
- 14. **Payment of benefits** This Policy is between the Company and the Insured Person only and all of its provisions and conditions are for the sole and exclusive benefit of those parties. Nothing in this Policy, express or implied, is intended to confer upon any other person, any rights or remedies of any nature

whatsoever under this Policy or any of its provisions. Without limitation, no third party shall have any rights under this Policy or any right to receive Policy benefits.

Receipt of Benefits paid as follows will be a valid discharge of the Company's liability under this Policy:

- 14.1 For Emergency Medical and Related Expenses on an International Journey, the benefit will be paid to the provider of such Medical Expenses.
- 14.2 This Policy cannot be ceded, assigned or in any way transferred to a third party. Benefits shall be payable only to the Insured Person or his legal representative.
- 15. **Public Conveyance tickets** The Company has the right to utilise the Insured Person's Public Conveyance ticket to offset the Company's expenses.
- 16. **Schedule of Benefits** The Schedule of Benefits referred to in this policy wording is the Schedule of Benefits used in the AIG marketing material. The policy wording is to be read in conjunction with the Schedule of Benefits in the marketing material and vice versa.
- 17. **South African Law** This Policy will be governed by the laws of the Republic of South Africa and its courts shall have exclusive jurisdiction to the exclusion of the courts of any other country.
- 18. **Subrogation** The Company has the right to commence or take over legal proceedings in the Insured Person's name for the defence or settlement of any claim, or to sue or prosecute any other party to recover monies payable by them at law. The Insured Person must co-operate with the Company and do nothing to hinder the Company's rights.
- 19. **Tax or imposts** The onus will always be on the Insured Person to ensure, correctly admit and pay any tax liability in consideration of any benefit being paid that may incur tax or imposts of any nature.

# **CLAIMS CONDITIONS**

- 1. **Compliance** The Insured Person must follow the Company's advice or instruction otherwise the Company may decline to pay the whole or any part of the claim.
- 2. **Notification** If the Insured Person wants the Company to pay for any benefit in excess of R5,000, Travel Guard must be contacted and their prior written agreement must be obtained. If not approved by Travel Guard, the Company's liability could be limited to R5,000 for any one Insured Event.
- 3. Legal action If the Company denies liability for any claim and the Insured Person does not institute legal action and serve summons on the Company (or initiate arbitration proceedings if the Company has agreed to submit to arbitration) within 12 months after such repudiation, all benefits of such claim shall be forfeited.

# 4. Notice of claim and proof of loss

- 4.1 The Insured Person must give the Company notice in writing:
  - a. within 90 days of an Accident which may give rise to a claim under section 2 of this Policy. Any benefit related to death will only be payable if the Company receives written notification of the death within 30 days. The Company shall have the right to have a post mortem examination of the body conducted.
  - b. within 30 days of any other occurrence which may give rise to a claim under this Policy.
- 4.2 The Insured Person must, at its own cost, provide whatever certificates, information and documented evidence ("Evidence") is required by the Company regarding the Insured Event.
- 5. **Recoveries** All recoveries net of the Company's actual recovery costs will be distributed firstly to the Company for all amounts paid and any remainder will be paid to the Insured Person.
- 6. **Fraudulent Claims** If the Insured Person, or anyone acting on his behalf use any fraudulent means or devices to obtain any benefit, then any amount payable in respect of such claim shall be forfeited.
- 7. General
  - 7.1 The Insured Person shall submit to medical examination at the expense of the Company as often as shall be required in connection with any claim. Any report generated as a result of such examination shall be the property of the Company and shall be deemed to be confidential information of the Company.
  - 7.2 Medical Treatment shall be sought and followed promptly on the occurrence of an Injury or Illness and the Company shall not be liable for that part of any claim which in the opinion of a Medical Practitioner arises from the unreasonable or wilful neglect or failure of any Insured Person to seek and remain under the care of a qualified Medical Practitioner.
  - 7.3 All claims arising from criminal incidents are to be supported and accompanied by a certified police report.
  - 7.4 The due observance and fulfilment of the Policy insofar as it relates to anything being done or complied with by the Insured Person, shall be a condition precedent to liability to make any payment under this Policy.
  - 7.5 The Company shall have the right to access any current or prior medical records of the Insured Person in order to finalise and/or proceed with the assessment of a claim and/or render medical assistance. By virtue of this clause, the Insured Person shall be deemed to have given the Company written consent to access any of the Insured Person's current or prior medical records.
  - 7.6 No amount payable in terms of this Policy shall bear any interest.

# CLAIMS PROCEDURES

A completed claim form that has been signed by the Insured Person, copies of the airline ticket, the Policy Receipt or Schedule, and other items that may be necessary, are required on all claims together with the following documents for the different types of losses:

Emergency Medical Expenses

- 1. All bills to be submitted with claims.
- 2. If Illness is possibly pre-existing then the Insured Person is to supply his normal Medical Practitioner's report stating what treatment was received prior to the commencement of the Insured Journey, unless additional premium has been received to purchase Waiver of Pre-existing Conditions.
- 3. Name of the Medical Practitioner as well as his address and telephone number.

#### Death, Permanent Total Disablement and Injury

- 1. Medical Reports.
- 2. Death Certificate indicating cause of death.
- 3. Inquest and post mortem reports.
- 4. Police Report if death is due to a motor accident. The police station and reference number if death is the subject of criminal investigation.
- 5. Claim Notification Period for this Section will be 90 days.

#### Cancellation or Curtailment

- 1. Relevant Medical certificates or death certificates in the case of death.
- 2. Original air-tickets or Travel documents.
- 3. Proof of deposits not recoverable.
- 4. Police Reports in case of accidents or hijack.
- 5. Proof of material loss.
- 6. Report from the local medical officer stating what treatment was received 12 months prior to the effective date of the insurance policy for person that is the cause of the claim.

#### Baggage Loss, Theft or Damage

- 1. Copy of the Airline Report / Property Irregularity Report (Written acknowledgment & liability for Airlines).
- 2. Copy of the Police/relevant authority report (Where accidental loss/theft/damage is not related to Airline).
- 3. Written settlement for Airlines.
- 4. Detailed description of missing belongings.
- 5. In respect of jewellery claims, original or certified copies of evaluation certificates issued prior to the commencement of the Insured Journey are required.
- 6. Receipts for new items where possible and replacement quotes for items claimed
- 7. A copy of the stamped pages of the passport reflecting departure and arrival dates
- 8. A copy of ID

#### Baggage Delay

- 1. Passenger/Property irregularity report from the transport provider must be submitted with any claim and the Company's liability is subject to it receiving original receipts for the essential expenses incurred.
- 2. Receipts for reasonable essential expenses purchased, to be submitted.

#### Travel Delay

- 1. Letter from airline/s detailing reason for the delay.
- 2. Receipts for essential expenses to be submitted.

#### Travel Missed Connection

- 1. Written proof of delay from the transport provider must be submitted with any claim.
- 2. Receipts for essential expenses to be submitted.

#### Natural Disaster

1. The Insured Person must give the Company a written statement from an appropriate public authority confirming the reason and nature of the disaster and how long it lasted and the Company's liability is subject to it receiving original receipts for the essential expenses incurred.

#### Motor Hijack

1. Police Report and Case Number.

# GENERAL EXCLUSIONS

The Company will not be liable to pay any Benefit or cover any loss, injury, damage or legal liability sustained directly or indirectly by or caused by or arising directly or indirectly from:

- 1. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, labour disturbances, riot, strike or lock-out, however, the Insured Person will continue to be entitled to be covered for 7 calendar days from the start of the hostilities in case he is surprised by such events abroad and insofar as he does not actively participate in them ; or
- 2. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
- 3. any Terrorist Act or bomb incident or threat thereof; or
- 4. any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons; or
- 5. the use, release or escape of nuclear materials that directly or indirectly results in ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear weapons materials. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission; or
- 6. the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 7. being in active service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation; or
- 8. engaging in occupational activities underground or requiring the use of explosives; or
- 9. wilful or deliberate exposure to danger (except in an attempt to save human life), intentional self inflicted injury, suicide or attempt thereat; or
- 10. deliberate violation of criminal law; or
- 11. travelling by air or acting as part of an aircraft crew, except where the Insured Person is travelling as a farepaying passenger on an aircraft that belongs to an airline company duly registered for the transport of farepaying passengers on regular and published scheduled routes; or
- 12. mental disorders including, but not limited to anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism; or
- 13. pregnancy or childbirth of the Insured Person (except for an unexpected medical complication or emergency occurring during the first 26 weeks of the pregnancy); or
- 14. sexually transmitted diseases and the conditions commonly known as AIDS or HIV and/or any related illness or condition including derivatives or variations thereof, howsoever, acquired or caused; or
- 15. chronic fatigue syndrome or myalgic encephalomyelitis (M.E.) (anticardiolipin antibody positivity) or the Illness commonly referred to as yuppie flu; or
- 16. non-adherence or travelling against medical advice or travelling when unfit to do so; or
- 17.
- a. an Insured Person being under the influence of alcohol with more than the legal limit of alcohol in his blood or breath; or
- b. an Insured Person being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a Medical Practitioner or unless prescribed by and taken in accordance with the directions of a Medical Practitioner; or
- c. an Accident occurring whilst an Insured Person was driving a motor vehicle with more than the legal limit of alcohol in his blood or breath; or
- d. alcohol abuse, alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind; or
- 18. a. any Pre-existing Medical Condition unless Phase III (Pre-existing cover); or
  - any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that can reasonably be related thereto, if the Insured Person has received medical advice or treatment (including medication) for hypertension 12 months prior to the commencement of the Insured Journey; or
- 19. any condition known to the Insured Person prior to the Effective Date of Coverage, where the Insured Person: a. is on the waiting list for Medical Treatment; or
  - b. is travelling for the purpose of obtaining Medical Treatment (even if this is not the sole reason for the Insured Journey); or
  - c. has received a terminal prognosis; or
  - d. has been recommended to continue or to commence any Medical Treatment or medication after the Effective Date of Coverage; or
- 20. in respect of an Insured Person on reaching 70 years of age or older, any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that can reasonably be related thereto; or
- 21. employment involving Manual Labour ; or

- 22. undertaking employment on a permanent or contract basis which is not casual; or
- 23. participating in any sport as a Professional Player; or
- 24. any Hazardous Pursuits not listed in the Sports and Hazardous Pursuits Activities Section; or
- 25. Any claim arising from using a two-wheeled motor vehicle where the engine capacity exceeds 200cc and/or is under control of an unlicensed driver and/or where a crash helmet is not worn
- 26. Consequential loss of any kind or financial loss and/or expense not otherwise specifically covered; or
- 27. any claim arising from the tour operator, airline (unless the cover includes Section 11) or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to the Insured Person; or
- 28. The Insured Person's intention to emigrate. We will however cover you for Emergency Medical and Related expenses (Section 1) for the first 31 consecutive days after your arrival in your new country of residence. This is only applicable to any Emergency Medical and Related expenses claims that would normally have been paid by a Medical Aid Company had such an event happened in South Africa.
- 29. Any search and rescue costs; or
- 30. For any expenses that you would normally incur regarding your trip; or
- 31. Being a crew member on a ship.

If the Company alleges that by reason of any of the above exclusions, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured Person.

General Exclusion 22 does not apply if Public Conveyance tickets are purchased with a Diners Club SA (Pty) Ltd Corporate Card.

#### HAZARDOUS PURSUITS (ONLY APPLICABLE TO PHASE I, II AND III COVER)

If the Insured Person intends to take part in a sport or activity during the Insured Trip, please note that cover is available for the activities listed in the two lists below. Cover is subject to the conditions below:

#### Hazardous Pursuits conditions:

- 1. You must follow the safety guidelines for the activity concerned and where applicable use the appropriate and recommended safety equipment;
- 2. Professional participation is excluded.
- 3. The Insured Person taking part in a sport or activity must be 69 years or younger.
- 4. Cover under Section 1 will be limited to R500 000 while training for, participating, or engaging in any of the activities listed in the lists below.
- 5. Sprains, strains and physiotherapy claims are excluded.
- 6. Search and rescue operations are excluded.
- 7. The excess for Section 1 will be R500 while training for, participating, or engaging in any of the activities listed below.

#### Cover is provided for the activities listed below:

Badminton, Baseball, Softball, Basketball, Cricket, Handball, Netball, Squash, Tennis, Volleyball, Water polo, Canoeing (Open Water-Within Territorial Waters), Kayaking (Open Water-Within Territorial Waters), Rowing (Open Water-Within Territorial Waters), Sailing (leisure-Within Territorial Waters), Fishing (from shore), Fishing (At sea-recreational and within territorial waters), Wind Surfing, Swimming in a pool, Swimming in open waters (Within 100m off the shore), Scuba diving as a Licensed diver in waters less than 50m deep, snorkeling, scuba diving as an unlicensed diver and supervised, Snowboarding/Skiing on blue slopes, Snowboarding/Skiing on red slopes, 4x4 Driving on the road, Leisure Cycling (for a distance less than 200KM), Skateboarding, Rollerblading, Ice skating, Field Athletics, Biathlon, Cross Country, Power lifting, Fencing, Ballet, Dancing, Gymnastics, Mountaineering up Mount Kilimanjaro with an accredited guide and Archery.

# Cover is provided for the activities listed below; however, no cover is available under section 2 (Personal accident).

Hockey, Rugby, American Football, Soccer, Speed Boats, Canoeing (Less than 100Km/hour), Kayaking (White waters/extreme), White Water Rafting (White waters/extreme), Supervised Sailing, Scuba Diving (As a licensed diver), Scuba Diving, Surf Skiing, Surfing, Wake Boarding, Water Skiing, High Diving, Ice Hockey, Black and Off Piste Skiing, Snowboarding, Off Road 4X4 Driving, Competitive Cycling, BMX extreme, Go Kart Racing, Mountain Biking, Quad Biking, Iron Man, Pentathlon, Running in a Marathon, Triathlon, Martial Arts (excl kick boxing), Wrestling, Elephant Riding, Horseback Safari, Dog Sledding, Horse Riding, Polo, Gorge Swimming, War Games, Bungee Jumping, Hiking/Trekking (on a clearly marked trail with a registered guide) and Show jumping.

If you have any questions or if you wish to take part in an activity not shown in the tables in the two lists above, please contact the Sales and Service contact centre on 0860 346 377 (Option 4) or e-mail diners.nactravel@za.aegisglobal.com before taking part in the activity. The Company may choose to charge an additional premium, cover will be provided at the discretion of the Company.

#### PLEASE NOTE THE SECTIONS LISTED BELOW ARE ONLY APPLICABLE IF LISTED IN THE APPLICABLE INSURED'S SCHEDULE OF BENEFITS FOR THE RELEVANT OPTION THAT THE INSURED PERSON IS COVERED FOR.

#### SECTION 1 - EMERGENCY MEDICAL AND RELATED EXPENSES

#### SECTION 1A - EMERGENCY MEDICAL EXPENSES

#### 1. International Journey

If an Insured Person whilst travelling on an International Journey incurs Emergency Medical Expenses as a result of Illness or Injury, the Company will pay for those expenses.

#### 2. Local Journey

If an Insured Person whilst travelling on a Local Journey incurs Medical Expenses as a result of Injury, the Company will pay the Insured Person for those expenses.

#### **Return of Mortal Remains Expenses**

If an Insured Person dies, the Company will pay the reasonable cost of returning his mortal remains to the Point of Departure.

#### **Coffin Expenses**

If an Insured Person dies, the Company will pay for the coffin expenses when the mortal remains are returned to the Point of Departure.

#### **Return of Travel Companion**

In the event of the Insured Person being confined to a Hospital or his repatriation or death, We will amend his Travel Companion's existing tickets or if not possible, arrange and pay the reasonable expense, for their transportation back to the Point of Departure, with a qualified escort if necessary, provided they are also insured under this Policy or a Travel Guard Policy.

#### **Return of Children**

If the Insured Person's accompanying Children are left stranded at the time of him being confined to a Hospital or his repatriation or Death, the Company will amend their existing tickets or if not possible, arrange and pay the reasonable expense, for their transportation back to the Point of Departure, with a qualified escort if necessary, provided they are also insured under this Policy or a Travel Guard Policy.

#### Visit by a Family Member

If the Insured Person suffers Illness or Injury resulting in him being hospitalised for a period of more than 5 consecutive days, the Company will pay, subject to medical advice and the Company's written agreement, the reasonable expenses including additional accommodation and travelling expenses, telephone costs, meals and beverages of necessity incurred by one Relative to travel to, remain with, or accompany him back to his Point of Departure.

#### **SECTION 1B - TRAVEL GUARD**

An Insured Person is entitled to the worldwide services of Travel Guard. In the event of a medical or other emergency, the Insured Person must call the Travel Guard number shown on the Policy Certificate which has been supplied to the Insured Person and which should be carried by all Insured Persons during an Insured Journey.

Travel Guard has a worldwide team of doctors, medical professionals and insurance specialists who are available 24 hours a day for advice and assistance for medical emergencies that the Insured Person might encounter during an Insured Journey.

Travel Guard arranges access to the following services, subject to the Policy terms and conditions:

1. Premature Return in case of Death or imminent death of a Relative or Business Associate In the event of death or imminent death of an Insured Person's Relative or Business Associate, the Company will provide reasonable and practicable assistance in arranging for the conversion or amendment of his travel ticket to return to the Point of Departure as soon as possible.

- 2. **Cash Assistance** If as a result of Theft, loss, Illness or Injury the Insured Person requires funds to pay for travel or accommodation, Travel Guard will advise him or his representative on how to obtain additional funds. Travel Guard will charge an administration fee for this advice.
- 3. **Consular Referral** Wherever possible Travel Guard will provide an Insured Person with the details of the representative of the relevant consulate.
- 4. Emergency travel and Accommodation Arrangements Wherever possible Travel Guard will provide an Insured Person all reasonable, possible and practicable assistance in arranging emergency alternative transportation and accommodation.
- 5. Legal Assistance Abroad If the Insured Person is imprisoned or threatened with imprisonment, the Company will assist him in finding a lawyer.
- 6. **24-hour Medical Emergency and Assistance Telephone Line** The Travel Guard medical personnel including paramedics, nurses and doctors are available 24 hours a day to provide medical advice and information. This is an advisory service, as a telephonic conversation does not constitute an accurate diagnosis.
- 7. **Replacement of Lost Travel Documents** Wherever possible Travel Guard will provide an Insured Person with all reasonable, possible and practical assistance in arranging emergency alternative travel documents.
- 8. Transmission of Urgent Messages Travel Guard will transmit urgent (personal) messages on behalf of or to an Insured Person in the event of travel delay, Illness or Injury.

# SECTION 1B - SPECIFIC CONDITIONS

- 1. The Company shall have complete control over the legal proceedings.
- 2. The lawyer nominated by the Company must be qualified to practice in the court of the country where the event, giving rise to the claim, occurred or where the Insured Person is resident. The Insured Person, acting reasonably, does not have to accept the lawyer nominated by the Company. If the Insured Person does not agree with the Company regarding the suitability of the lawyer, the Company will ask the ruling body for lawyers in that country to nominate another lawyer. In the interim the Company may appoint a lawyer to protect the Insured Person's interests.
- 3. If an award or compensation is made and payment is received by the Insured Person or a lawyer instructed on his behalf, then all sums advanced or paid by the Company shall be refunded to the Company.
- 4. The Insured Person must notify the Company as soon as possible of any incident which may give rise to a claim but in any event not later than 48 hours after the incident.

# **SECTION 1B - SPECIFIC EXCLUSIONS**

- The Company will not pay for costs or expenses:
- 1. incurred without prior authorisation by Travel Guard; or
- 2. in respect of the pursuit of a claim against the Company, Travel Guard, a travel agent, tour operator or conveyance carrier; or
- 3. incurred as a result of actions between Insured Persons, or actions pursued in order to obtain satisfaction of a judgement or legally binding decision; or
- 4. in respect of claims caused by any member of the Insured Person's family or household.

# SECTION 1C - MEDICAL EVACUATION, REPATRIATION OR TRANSPORT TO MEDICAL CENTRE EXPENSES

If an Insured Person suffers an Illness or Injury covered under Section 1A - Medical and Related Expenses that necessitates emergency transportation, the Company will:

- 1. transfer the Insured Person to another location to obtain necessary Medical Treatment; and/or
- 2. repatriate the Insured Person to his Point of Departure; and/or
- 3. pay for the cost of the required service including the necessary accompanying medical staff; and/or
- 4. pay for the cost of returning the Insured Person under Section 1D Alternative Employee or Resumption Expenses.

# SECTION 1C – SPECIFIC CONDITIONS

- If the Insured Person wants the Company to pay for emergency transportation, Travel Guard must be contacted and their prior written agreement obtained. (This requirement does not include in-country emergency ambulance transfers from place of Illness or Injury to a Hospital, which will be paid for by the Company provided that such service was medically necessary or was authorised by a local authority such as the police or a medical officer.)
- 2. The Company will decide where and how to move the Insured Person depending on the medical advice received.

The Company will use the Insured Person's return ticket towards their costs if he is returned to his Point of Departure.

# SECTION 1D – BUSINESS TRAVEL – ALTERNATIVE EMPLOYEE OR RESUMPTION OF ASSIGNMENT EXPENSES

The Company will reimburse the Insured Person for reasonable and necessary expenses for either:

- 1. Alternative Employee Send a substitute person to complete the original Business commitment of an Insured Person who is unable to do so due to his unexpected death, Injury or Illness, or who has to return early to his Point of Departure following the unexpected death or imminent death of a Relative or Business Associate; or
- 2. **Resumption of Assignment** Return the original Insured Person whom the Company has repatriated back to the Point of Departure following an event covered under Section 1A or Section 1C, within 90 days of such repatriation, to complete his original Business commitments.

#### **SECTION 1D - SPECIFIC CONDITIONS**

The Company will only pay for either (1) Alternative Employee or, (2) Resumption of Assignment.

#### **SECTION 1D - SPECIFIC EXCLUSION**

The Company will not pay for any expenses necessarily incurred as part of the original travel budget. The Company reserves the right to use the original ticket as part of full payment.

#### SECTION 1E - HOSPITAL CASH BENEFIT (CONFINEMENT)

The Company will pay for Confinement as a result of Injury or Illness whilst on an International Journey. The Company will pay for each complete Day of Confinement.

#### **SECTION 1 - SPECIFIC CONDITIONS**

- 1. If the Insured Person wants the Company to pay for any medical expenses in excess of R2,000, Travel Guard must be contacted and their prior written agreement must be obtained. If not approved by Travel Guard, the Company's liability will be limited to R2,000 for any one Insured Event.
- 2. Medical Expenses as a result of emergency dental treatment are limited to dentistry received within 30 days of the Accident.
- 3. Medical and Related Expenses shall only be paid until such time as a Medical Practitioner appointed by the Company decides that an Insured Person is capable of being repatriated. If the Insured Person is capable of being repatriated and elects not to return to the Point of Departure, all expenses incurred in respect of the occurrence will be for the Insured Person's own account.

# **SECTION 1 - SPECIFIC EXCLUSIONS**

The Company will not pay for any medical expenses:

- 1. incurred for continuing treatment, including any medication commenced prior to the commencement date of the Insured Journey, which the Insured Person has been advised to continue whilst on an Insured Journey; or
- 2. incurred within the Republic of South Africa notwithstanding that such expenses may arise from an Injury or Illness suffered by him during the period of an Insured Journey; or
- 3. incurred due to investigatory treatment that is not specified by a Medical Practitioner as immediately necessary; or
- 4. for fillings or crowns of precious metal; or
- 5. for any procedures relating to dental or oral hygiene; or
- 6. for specialist Medical Treatment without referral from a Medical Practitioner; or
- 7. relating to contraceptive devices, prosthetic devices, medical appliances or artificial aids; or
- 8. for preventative treatment, including but not limited to any vaccination and/or immunisation; or
- 9. in excess of R1,000 for either physiotherapy or chiropractic treatment, unless confined to a Hospital; or
- 10. as a result of any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that, in the opinion of a Medical Practitioner appointed by the Company, can reasonably be related thereto, for persons over the age of 70 years.

# **SECTION 2 - PERSONAL ACCIDENT**

#### DEATH AND DISABILITY

If an Insured Person sustains an Injury resulting in an Insured Event described in the Table of Benefits below, the Company will pay the Insured Person or his legal representative the compensation as stated in the Schedule of Benefits.

If an Insured Person disappears and after 24 consecutive calendar months it is reasonable for the Company to believe that he may have died due to an Injury, the Company will pay the benefit subject to receipt of a signed undertaking by his beneficiary that such compensation shall be refunded if it is late demonstrated that he did not die as a result of an Injury. This written undertaking will be required at the point where this benefit becomes payable.

#### Public Conveyance Cover

Cover applies if an Insured Person sustains Injury any time during the period of an Insured Journey while riding in or upon, boarding or alighting from any Public Conveyance being used as a means of land, air or water transportation.

#### 24 Hour Cover

Cover applies any time during the period of an Insured Journey other than when covered under the Public Conveyance benefit.

INSURED EVENT	COMPENSATION EXPRESSED AS A PERCENTAGE OF THE SUM INSURED
1. Death	
a. As a result of an Accident	100%
b. Disappearance	100%
c. Death as a direct result of exposure to the elements of nature as a	100%
direct result of an Accident	100%
2. Permanent Total Disablement	
a. As a result of an Accident	100%
<ul> <li>b. Permanent Total Disablement as a direct result of exposure to the elements of nature as a direct result of an Accident</li> </ul>	100%
3. Permanent Disability	
3.1 Permanent and Total Loss of:	
a. Both hands or both feet	100%
b. One hand and one foot	100%
c. Either hand or foot and sight of one eye	100%
d. One hand or one foot	50%
3.2 Permanent and Total Loss of Sight in:	
a. Both eyes	100%
b. One eye	50%
3.3 Permanent and Total Loss of Hearing in:	
a. Both ears	100%
b. One ear	50%
3.4 Permanent and Total Loss of Speech	100%
3.5 Permanent and Incurable Insanity	100%
3.6 Permanent and Incurable Paralysis	100%
3.7 Permanent and Total Loss of four fingers and thumb of either hand	70%
3.8 Permanent and Total Loss of four fingers of either hand	40%
3.9 Permanent and Total Loss of thumb of either hand:	
a. Both joints	30%
b. One joint	15%
3.10 Permanent and Total Loss of a finger of either hand:	
a. Three joints	10%
b. Two joints	7.5%
c. One joint	5%
3.11 Permanent and Total Loss of toes of either foot:	
a. All in one foot	15%
b. Great – both joints	5%
c. Great – one joint	3%
d. Other than great – each toe	1%

#### **TABLE OF BENEFITS**

3.12 Fracture of leg or patella with established non-union	10%
3.13 Shortening of leg by at least 5cm	7.5%
3.14 Permanent disability not otherwise provided for under items 3.1 -	A percentage of the sum
3.13 inclusive	insured up to a maximum
	of 15%

# **SECTION 2 - SPECIFIC CONDITIONS**

- 1. The Company will not pay for any benefit in respect of:
  - a. Permanent Total Disablement except on submission of satisfactory proof to the Company that the disablement will in all probability continue for the remainder of an Insured Person's life;
  - b. more than 100% of the sum insured when more than one Injury arises from the same Accident;
  - c. more than one category for more than 100% of the sum insured. The benefit payable will be the highest in the appropriate category.
- 2. If the Insured Person sustains Permanent Total Disablement and the claim in relation to that disability is admitted and accepted, the benefit will be paid and all cover under this Section 2A in respect of such Insured Person shall cease.
- 3. The diagnosis and determination of Permanent Total Disablement or any Permanent Disability must be made and documented by a Medical Practitioner and must be continuous and permanent for at least 24 consecutive months from the onset of the disablement. However:
  - a. for Permanent and Total Loss of Speech, the loss of the ability to speak must be continuous and permanent for at least 12 consecutive months and medical evidence must confirm Permanent and Total Loss of Speech and all psychiatric related causes must be excluded; and
  - b. for Permanent and Incurable Paralysis, the loss of use must be continuous and permanent for at least 12 consecutive months from the onset of the paralysis.
- 4. If the Insured Person's existing ailment, infirmity or other abnormal physical or mental condition is aggravated by an Accident, the Benefit amount will be determined by the degree of the deterioration of the existing ailment after the Accident and the Benefit will be paid accordingly. The degree of ailment, infirmity or other abnormal physical or mental condition before the Accident will be determined by medical evidence.
- 5. If the consequences of an Accident are aggravated owing to an Insured Person's existing ailment, infirmity or other abnormal physical or mental condition, determination of the benefit will be based on the consequences the Accident would have had, had such defects not existed. The foregoing shall not apply, however, if such circumstances are a consequence of an earlier Accident to the Insured Person, for which benefit has been or will be paid under this Policy.
- 6. If an Insured Person dies of natural causes prior to the final disablement assessment relating to an Insured Event, the Company will pay what reasonably would have had to be paid for such Permanent Disability in accordance with Specific Condition 1(b) above.
- 7. In the event of death of Children, the benefit payable will be subject to the amount legislated by law at the time of the death.
- 8. Children are excluded from any benefit for occupational disability under Permanent Total Disablement.

# **SECTION 2 - SPECIFIC EXCLUSION**

The Company will not be liable to pay any benefit under this section in respect of any Insured Person for any Insured Event caused by or arising directly or indirectly from any type of Illness, or bacterial infection, except that this exclusion shall not apply to medically acquired infections or blood poisoning, including pyogenic infections, which may result from an accidental cut or wound.

# SECTION 11 - HIJACK, KIDNAP AND WRONGFUL DETENTION

# SECTION 11A - HIJACK - PUBLIC CONVEYANCE

The Company will pay the benefit in the event of the unlawful seizure or wrongful exercise of control of a Public Conveyance (including the crew thereof) in which the Insured Person is travelling.



#### Statutory Notice to short-term insurance policyholders

(You may be required to sign a copy of this document) Important – Please read carefully

Disclosure and other legal requirements

This notice does not form part of the Insurance Contract nor any other document

# As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

1 Your Intermediary/Financial Service Provider (FSP)

I	Name FSP Licence Number	Standard Bank Insurance Brokers (Pty) Limited 224		
	Physical address	4 Ellis Street Constantia Kloof 1709	Postal address	PO Box 32028 Braamfontein 2017
	Telephone number	0860 012 301	Facsimile number	011 858-7200

#### li Legal status and interests in Insurer

- (a) Standard Bank Insurance Brokers (Pty) Limited is a proprietary company 100% owned by the Standard Bank Financial Services Holdings (Pty) Limited.
- (b) Standard Bank Insurance Brokers (Pty) Limited has an association with Standard Insurance Limited, which is a Standard Bank Group Company.
- (c) Standard Bank Insurance Brokers (Pty) Limited has an association with Liberty Active Limited, a wholly owned subsidiary of Liberty Group.
- (d) Standard Bank Insurance Brokers (Pty) Limited has no shareholding in any Insurer.
- lii Standard Bank Insurance Brokers (Pty) Limited has been in existence since 1978 and provides services to both the long and short-term insurance

broking industry.

Iv Standard Bank Insurance Brokers (Pty) Limited is in possession of the required written mandates to act on behalf of the Insurer.

V Broker commission and handling fees are paid by the insurer to the intermediary: -• 20 % Commission

Vi	Procedures regarding the lodging of claims are detailed in the claims process below.					
Vii	Standard Bank Insurance Brokers (Pty) Limited is in possession of the required written mandates to act on behalf of the Insurer.					
viii	The Compliance Officer is M Contact Details of the Comp	lilton Kotze liance Officer: Email address Telephone Number	<u>Milton.Kotze@standardbank.co.za</u> (011) 636 4026			
lx	x Complaints A copy of the Complaints handling process is available. You are welcome to contact our Customer Relations Centre on 0860 101 101 or visit our Internet Site <u>www.standardbank.co.za</u>					
2	The Product Supplier (Insurer) with whom your policy is placed:					
i	Name	AIG South Africa Limited				
	Physical address	10 Queens Road Parktown, 2193	Postal address	PO Box 31983 Braamfontein 2017		
	Telephone number	011 551 8000	Facsimile number	011 551 8653		
	Compliance department telephone number	011 551 8000	Facsimile number	011 877 1326		
ii	Type of policy	Travel Insurance				
111	Claims process	a) All medical expenses and liability claims must immediately be notified to us via telephone number +27 11 525 3101. Other claims must be notified to us in writing or telephonically within 30 days of loss occurring. b) For further details regarding the claims process, please refer to your policy wording.				

#### 3 Other matters of importance

- I You must be informed of any material changes to the information referred to in paragraphs 1 2.
- **II** If the information in paragraphs 1 2 was given orally, it must be confirmed in writing within 30 days.
- III If any complaint to the Intermediary/Financial Service Provider (FSP) or Insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of short-term insurance or the FAIS Ombud as stated below.
- Iv A polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
- V The Insurer and not the Intermediary/Financial Service Provider (FSP) must give reasons for repudiating your claim.
- Vi Your Insurer may not cancel your insurance merely by informing your Intermediary/Financial Service Provider (FSP). There is an obligation to make sure the notice has been sent to you.
- Vii You are entitled to a copy of the policy free of charge

#### 4 Warning

- I Do not sign any blank or partially completed application forms.
- li Complete all forms in ink.
- lii Keep all documents handed to you.
- Iv Make notes of what is said to you.
- V Don't be pressurised to buy the product.
- Vi You need to be satisfied with the accuracy of any transaction submitted by your Intermediary/Financial Service Provider (FSP) on your behalf.
- Vii Misrepresentation, non-disclosure or incorrect information supplied by you may impact on any claims arising from your contract of insurance.

#### 5 Useful information

The policy wording and the policy schedule must be read as one document. If you need advice on any aspect of your policy, first amounts payable, claims procedures or your responsibility to pay premiums, please contact your Intermediary/Financial Service Provider (FSP) or nearest Insurer's office. A copy of the policywording can be viewed at or obtained from the Diners Club (PTY) LTD Head Office, or www.dinersclub.co.za or AIG. The postal and physical address of the Insurer's head office is detailed in this document along with details of your Intermediary/Financial Service Provider (FSP).

Particulars of the short-term insurance	Particulars of the Registrar of short- Term	Particulars of The FAIS Ombud
Particulars of the short-term insurance Ombudsman         Postal Address:       PO Box 32334 Braamfontein 2017         Telephone number:       011 726 8900 Facsimile number:         Other State       011 726 5501         The Ombudsman is available to advise you in the event of claims problems which are not satisfactorily resolved by the Intermediary/FSP and Insurer.	Particulars of the Registrar of short- Term Insurance         Postal Address: Financial Services Board PO Box 35655 Menlo Park, 0102         Telephone number: 012 428 8000 Facsimile number: 012 347 0221         If any complaint to the Intermediary/FSP or Insurer is not resolved to your satisfaction, You may submit the Complaint to the Registrar of Short-term Insurance.	Particulars of The FAIS Ombud         Name of the Ombud: Ms Noluntu Bam         Physical Address:       Eastwood Office Park         Celtis House, Ground         Floor       Lynnwood Ridge         0081         Postal Address:       PO Box 74571         Lynnwood Ridge       0040         Telephone number:       012 348 3447         Share call number:       0860 3247 66         If your Intermediary/FSP was unable to
		resolve a Complaint about a financial product purchased, varied, replaced or terminated after
		30 September 2004, you may submit the complaint to the FAIS Ombud

#### 24 HOUR EMERGENCY MEDICAL ASSISTANCE HELPLINE TO BE CALLED IMMEDIATELY: +44 1273 779727 (UNITED KINGDOM)