

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 [0] 11 722 5757
(24 hours a day, 365 days a year)

Chubb Claims

Telephone: + 27 [0] 11 722 5757
(Monday - Friday, from 9:00 am to 5:00 pm)
Email: myclaim@chubb.com

Chubb Customer Service

Telephone: **0800 467 467** from South Africa only or +27 **800 467 467**
(Monday - Friday, from 9:00 am to 5:00 pm)
Email: chubbtravel-sa@Chubb.com

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.

Helpful hints for your insurance

- Take copies of **Your** policy documents on **Your Journey** 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 Journey**
- Contact **Us** for advice before incurring costs that **You** would seek to subsequently **Claim** for under this Policy +27 [0] 11 722 5757

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Welcome

Thank you for choosing Chubb Travel Insurance.

This is **Your** Policy Wording which, together with **Your** Policy Schedule 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 Policy Schedule, in accordance with this Policy Wording, in the event that **You**:

- need to cancel **Your Journey** 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 **Journey**.

This Policy does not cover:

- any pre-existing medical conditions; or
- manual work of any description; or
- any **Journey** where winter sports is the main reason for **Your Journey** unless you have purchased the winter sports extension

You (as specified in the Policy Schedule) and **Chubb** agree that **You** shall pay the premium as agreed. The Policy Schedule 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 Policy Schedule 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 Policy Schedule each time a change is agreed.

For and on behalf of Chubb Insurance South Africa Limited.

Schedule of Benefits

(Your Chosen Plan Type Is Shown on Your Policy Schedule)

Plan Type	Travel Superior	Travel Top-up*	Travel Plus	Travel Visa	Travel Seniors	Excess	
	6 months – 69 years inclusive	6 months – 69 years inclusive	6 months – 69 years inclusive	6 months – 69 years inclusive	70 – 79 years inclusive		
Age Limits	Benefit Limits (all figures are in South African Rand)						
Benefits	Benefit Limits (all figures are in South African Rand)						
1	Emergency Medical & Related Expenses						
A.	i. Medical Expenses & ii. Emergency Repatriation Expenses	Unlimited Actual Expenses	Unlimited Actual Expenses	40,000,000 Actual Expenses	1,000,000 Actual Expenses	750,000 Actual Expenses	500
B.	Accompanying Traveller Expenses	40,000	40,000	30,000	0	10,000	X
C.	Cremation, Burial or Transportation Charges	40,000	40,000	30,000	0	10,000	X
D.	Emergency Dental Treatment	5,000	5,000	3,000	2,500	2,500	500
E.	Pre-Existing Medical Condition Extension (age <55)	500,000	500,000	0	0	0	2,500
F.	Pre-Existing Medical Condition Extension (age 55-69)	250,000	250,000	0	0	0	2,500
2	Personal Accident						X
	Accidental Death	500,000	300,000	0	0	0	
	Accidental Death – scheduled commercial flight additional benefit	500,000	300,000	0	0	0	
	Permanent Total Disability	1,000,000	300,000	0	0	0	
3	Cancellation	40,000	20,000	20,000	0	10,000	500
4	Curtailment	40,000	20,000	20,000	0	10,000	500
5	Travel Delay	10,000	3,000	5,000	0	1,000	6 hrs
6	Missed Departure	10,000	3,000	5,000	0	1,000	6 hrs
7	Personal Effects and Baggage						
A.	Loss, damage or theft	30,000	10,000	20,000	0	10,000	500
	Single item limit	7,500	2,500	5,000	0	2,500	
	Valuables limit in total	7,500	2,500	5,000	0	2,500	
B.	Delayed Baggage after 6 hours	3,000	3,000	2,000	0	2,000	6 hrs
8	Personal Money	7,500	3,000	5,000	0	2,000	500
9	Travel Documents/Driving Licence temporary replacement costs	7,500	7,500	5,000	0	2,000	500
10	Personal Liability	25,000,000	10,000,000	10,000,000	0	0	1,000
11	Overseas Legal Expenses	5,000,000	0	0	0	0	1,000
12	Hijack	50,000	0	0	0	0	24 hrs

Option Cover Extensions

The following extensions are optional. Please refer to Your Policy Schedule, where it will show whether cover applies under one or more of these Optional Cover Extensions. If the extension is not listed under 'Your optional cover extensions' then no cover will be provided for that extension.

13	Winter Sports	Covered	N/A	Covered	Covered	N/A	
A.	Section 1A. Medical & Repatriation Expenses limited to R1,000,000						
B.	Section 2. Personal Accident is excluded						
14	Hazardous Activities	Covered	N/A	Covered	Covered	N/A	
A.	Section 1A. Medical & Repatriation Expenses limited to R1,000,000						
B.	Section 2. Personal Accident is excluded						
15	Sports Equipment	15,000	N/A	15,000	N/A	N/A	500
16	Rental Vehicle Collision Damage Waiver	45,000	N/A	N/A	N/A	N/A	X

* This Plan Type may only be purchased if **You** qualify for the automatic travel insurance on **Your** South African issued Credit Card. The

Emergency Medical Expenses cover on the Travel Top-up plan option will only be activated, once the automatic Emergency Medical Expenses cover offered to the **Person Insured** by their Credit Card provider has been exhausted.

Important Information

How to Claim

Guidance on how to make a **Claim** under this Policy is detailed on page 29 in this Policy Wording.

How to Cancel

Guidance on how to cancel this Policy is detailed on page 32 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 27 to 28 and 32 to 33 in this Policy Wording.

Persons Covered

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

1. permanently resident in **South Africa** and be in **South Africa** at the time of purchasing this Policy; and
2. a named **Person Insured** in the Policy Schedule; and
3. under the age limit of the Plan Type purchased
 - A. 69 years or under – applicable to the Travel Superior, Travel Plus, Travel Visa and Travel Top Up Plan; or
 - B. 79 years or under – applicable to the Travel Seniors Plan
4. at the time of applying for this Policy, have been able to make the statements **We** asked **You** to make, and which appear in **Your** Policy Schedule under the Section entitled your declaration to us.

Plan Type

Your Plan Type is shown on **Your** Policy Schedule.

Please note that the Credit Card Top Up plan may only be purchased if **You** qualify for the automatic travel insurance on **Your** South African issued Credit Card. The Emergency Medical Expenses cover offered on the automatic cover that **You** qualify for, will serve as the excess deductible on **Your** Credit Card Top Up plan. We will only be liable to pay any claim submitted in terms of this Policy after the full benefit limit of cover has been exhausted on the automatic cover that **You** qualify for on **Your** South African issued credit card.

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 34 to 37 in this Policy Wording.

Children

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

Journeys Covered

The type of Policy You have chosen, single trip or annual multi-trip, is shown on the Policy Schedule.

1. Single trip policy
A single trip policy covers a **Journey Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Policy Schedule.
2. Annual multi-trip policy
An annual multi-trip policy covers all **Journeys** starting during the **Period of Insurance** provided they meet the following conditions:
 - A. each **Journey** must take place entirely within the Area of Travel stated in the Policy Schedule;
 - B. no individual **Journey** continues for more than 90 consecutive days;
 - C. You spend no more than 180 days in total on **Journeys** in any **Period of Insurance**;
 - D. if the optional Winter Sports Extension is shown as covered on the Policy Schedule then no more than 21 days in total in any **Journey** are spent on **Journeys** involving training for or participating in winter sports.
 - E. if the optional Hazardous Activities Extension is shown as covered on the Policy Schedule then no more than 21 days in total in any Journey are spent on Journeys involving training for or participating in Hazardous Activities.

Journeys Not Covered

We will not cover any **Journey**

- which involves manual work of any description;
- 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 sports or activities are the main reason of **Your Journey** (unless **You** have bought the optional Winter Sports Extension and are on the **Journey** specifically to take part in that activity under this Policy). Please note that certain activities and sports are covered automatically (these are detailed on page 10 of this Policy);
- 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 Health 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 Schedule of Benefits on page 7 in this Policy Wording as well as in **Your** Policy Schedule.

When You Are Covered

1. Cancellation cover under Section 3 begins when a **Journey** is booked, or from the commencement date and time stated in the Policy Schedule, whichever is later. It ends when **You** start **Your Journey**.
2. Insurance cover under all other Sections operates for a **Journey** that takes place during the **Period of Insurance**.

When Cover Will End Automatically

1. Cover under Section 3 – Cancellation will end when **You** start **Your Journey**.
2. Cover under all other Sections ends when:
 - a. the **Period of Insurance** ends; or
 - b. **You** return to South Africa; or
 - c. **You** exceed the maximum age limit for **Your** Plan Type;

Whichever occurs earlier.

Cover for **Children** will end on the first date a premium is due after their 18th birthday (or 23rd birthday if still in full-time education) or when any of the following occur, if earlier:

- **Your** cover ends; or
- **Your Child** gets married; or
- **Your Child** stops being financially dependent as allowed for in the definition of **Child**.

In respect of annual multi-trip policies, if a **Journey** continues beyond the expiry date of **Your** Policy or a **Journey** has been booked which begins after the expiry date of **Your** Policy **You** must buy a new Policy if **You** wish cover to continue before you depart South Africa. If **You** do not buy a new Policy, the remaining period of the **Journey** or any future **Journey** which has been booked will not be covered after the expiry date of this Policy.

Automatic Extension of the Period of Insurance

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

- up to 14 days if any **Public Conveyance** 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 **Journey**.
 - **You** being required to stay on medical advice with another **Person Insured** named on **Your** Policy Schedule who is injured or becomes ill or is quarantined during a **Journey**.

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 Journey**, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

1. **You** have not been advised by a **Doctor** against participating in such sport or activity;
2. **You** wear the recommended/ recognised safety equipment;
3. **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
5. It is not the main reason for **Your Journey** unless you have purchased the option Winter Sports Extension and you are on a **Journey** specifically to take part in winter sports covered under this Policy.

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)
- 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 instructor, 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 10- Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms or buildings.

Optional Winter Sports Extension

If the optional Winter Sports Extension is shown as covered on **Your** Policy Schedule, the list of Automatically Covered Leisure Activities and Sports is extended to include the following, provided that **You** participate on a non-competitive basis only and provided that:

1. **You** have not been advised by a **Doctor** against participating in such sport or activity;
2. **You** wear the recommended/recognised safety equipment;

3. **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers; and
4. **You** are not racing or competing in or practising for speed or time trials of any kind.
 - Bigfoot skiing
 - Cross country skiing
 - Dog sledding
 - Glacier skiing
 - Glacier walking
 - Kite snowboarding
 - Langlauf
 - Mono skiing
 - Skiing or snowboarding (including off piste when accompanied by or under the instruction of a qualified local guide)
 - Ski touring
 - Snowblading
 - Speed skating
 - Tobogganing
 - Use of snowmobiles and skidoos

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 10 Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms or buildings; and
- that cover under Section 2. Personal Accident is excluded whilst **You** are participating in Winter Sports; and
- any benefit payable in respect of Section 1A. Medical & Repatriation expenses **Due To Your** participation in Winter Sports, is reduced to a maximum of R1,000,000

Optional Hazardous Activities Extension

If the optional Hazardous Activities Extension is shown as covered on **Your** Policy Schedule, the list of Automatically Covered Leisure Activities and Sports is extended to include the following leisure activities or sports on a recreational basis during **Your Journey**, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

1. **You** have not been advised by a **Doctor** against participating in such sport or activity;
2. **You** wear the recommended/recognised safety equipment;

3. **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers;
4. **You** are not racing or competing in or practicing for speed or time trials of any kind; and
5. It is not the main reason for **Your Journey**.
 - Abseiling
 - Athletics (charity events only)
 - Banana boating
 - Biathlon (charity events only)
 - Bungee jumping
 - Camel riding
 - Climbing (indoor)
 - Cross country running (charity events only)
 - BMX cycling and/or off-road mountain biking
 - Fishing or angling (up to 12 mile offshore limit)
 - Fives
 - Gaelic football
 - Gliding (no cover for crewing or piloting)
 - Gymnastics
 - Hiking or hill walking (up to 4,000m above sea level, only covered if no guides or ropes are required)
 - Hockey
 - Hurling
 - Jet boating
 - Judo
 - Karate
 - Kendo
 - Kite surfing (on land excluded)
 - Marathon running (charity events only)
 - Martial arts (excluding cover under Personal Liability)
 - Modern pentathlon (charity events only)
 - Orienteering
 - Paintballing (wearing eye protection, and excluding cover under Personal Liability)
 - Parachute jumping (static line)
 - Paragliding (supervised or with an instructor)
 - Parascending (supervised, over land or over water)
 - Pistol shooting
 - Rambling (up to 4000m above sea level, only covered if no ropes or guides are required)
 - Rap jumping (within organiser's guidelines)
 - Re-enacting (excluding cover under Personal Liability)
 - Rifle shooting
 - Ringos
 - Roller hockey
 - Sailing or yachting offshore – recreational
 - Sand dune surfing/skiing
 - Scuba diving (up to 30m depth) provided that **You** are either accompanied by a qualified instructor, or **You** are qualified and not diving alone
 - Sea kayaking (up to 12 mile offshore limit)
 - Shark diving (in cage)
 - Shinty
 - Skate boarding
 - Summer tobogganing
 - Street hockey (wearing pads and helmets)
 - Tae Kwon Do (excluding cover under Personal Liability)
 - Triathlon (charity events only)
 - Trekking (up to 4,000m above sea level, only covered if no guides or ropes are required)
 - War games (excluding cover under Personal Liability)
 - White water canoeing, kayaking or rafting (up to grade 3 rivers only)

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 10 Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms or buildings; and
- that cover under Section 2. Personal Accident is excluded whilst **You** are participating in Hazardous Activities; and
- any benefit payable in respect of Section 1A. Medical & Repatriation expenses **Due To Your** participation in Hazardous Activities, is reduced to a maximum of R1,000,000.

Chubb Assistance

Chubb Assistance can provide a range of assistance and medical related services during **Your Journey 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 [0] 11 722 5757

Medical Emergency and Referral Services

If **You** are injured or become ill **Abroad** **You** must contact **Chubb Assistance** immediately if **You** need hospital in-patient 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 **Journey**.
- 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 **Journey 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 **Journey 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 **Journey** if access to normal financial/banking arrangements are not available locally. In order to reimburse **Chubb Assistance** **You** must authorise **Chubb Assistance** to 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.
- B. **Message relay**
Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Journey** 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.

SECTION 1 - 15 ONLY APPLY IF SHOWN AS INSURED ON YOUR POLICY SCHEDULE

Section 1 – Emergency Medical & Related Expenses

What is covered

If during a **Journey Abroad You**:

1. are injured; or
2. become ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that **You** are travelling in the first 26 weeks of pregnancy);

We will pay up to the amount stated in the Schedule 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 suitable hospital in **South Africa** if it is medically necessary to do so.
- 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 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**.

- E. **Legal help**
Referral to a local English speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.

- 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**.
- E. **Pre-existing Medical Conditions Extension** (applicable to Travel Superior Plan only)
- i) If **You** are under the age of 55 years, Specific Exclusion 1A of Section 1 - Emergency Medical & Related Expenses, relating to Pre-Existing Medical Conditions does not apply up to the maximum amount stated in Schedule of Benefits.
 - ii) If **You** are between the ages of 55 years and 70 years, Specific Exclusion 1A of Section 1 - Emergency Medical & Related Expenses, relating to Pre-Existing Medical Conditions does not apply up to the maximum amount stated in Schedule of Benefits.

Special Conditions

1. If **You** are injured or become ill **Abroad You** must follow the procedure detailed under 'Making a Claim' on page 29 of this Policy. If **You** do not, **We** may reject **Your Claim** or reduce the amount that **We** pay **You**.
2. If **You** require **Us** to pay for any **Claim** in excess of R 10,000 **You** must contact **Chubb Assistance** for authorisation, failing which **Our** liability will be limited to R 10,000.
3. **You** shall obtain and follow the advice of a **Doctor** and **We** shall not be liable for any consequences of **Your** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
4. **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.

5. Any Emergency Medical Repatriation must be organised by **Chubb Assistance**, where applicable who will use the most appropriate method including, if necessary, the use of air services and arrange for qualified medical staff to accompany **You** if medically required.
6. Additional travel and hotel expenses must be authorised in advance by **Chubb Assistance**.
7. All original receipts must be kept and provided to support a **Claim**.
8. If **You** have purchased the Winter Sports or Hazardous Sports Extension, cover under this section will be extended to cover you while participating in Winter Sports and/or Hazardous Activities, whichever you have purchased, however the benefit limit under A. Medical and Repatriation Expenses will be reduced to a maximum of R1,000,000.
6. Treatment or services provided by any convalescent or nursing home, rehabilitation centre or health spa.
7. Any medical treatment that **You** travelled **Abroad** to obtain.
8. Treatment or medication **You** are taking before, and which **You** will have to continue taking during, a **Journey**.
9. Any expenses incurred in **South Africa**.
10. 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 **Journey**.
12. Any additional costs for single or private room accommodation.
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.
15. Any **Claim** when **You** have travelled against the advice of **Your Doctor**.
16. Any complication in pregnancy that was known by **You** at the time of travel.
17. Any complication in pregnancy if **You** are more than 26 weeks pregnant during the **Journey**.
18. Any incurred claims costs or fees that fall within **Your** automatic credit card benefit limit if **You** have purchased a Credit Card Top Up Plan.
19. The **Excess**.

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 Journey** 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 Journey** 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 Journey** 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.
3. Surgery, medical or preventative treatment which can be delayed in the opinion of the **Doctor** treating **You** until **You** return to **South Africa**.
4. 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.

Section 2 – Personal Accident

What is covered

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

1. Death;
 - A. the benefit amount is doubled if **Your** death was **Due to** an **Accident** while **You** were travelling in, boarding or alighting any scheduled commercial flight; or

2. **Loss of Sight;** or
3. **Loss of Limb;** or
4. **Loss of Speech;** or
5. **Loss of Hearing;** or
6. **Permanent Total Disablement.**

We will pay the appropriate benefit stated in the Schedule of Benefits.

Special Conditions

1. We will not pay more than one benefit for the same physical injury.
2. Where more than one Policy or Schedule of Benefits has been issued by Us, the greatest limit shall apply over all.
3. Any benefit payable in respect of **Children** may be subject to maximum Benefit legislation applicable at the time.

What is not covered

1. Death, **Loss of Sight, Loss of Limb, Loss of Speech, Loss of Hearing or Permanent Total Disablement Due To** disease or any physical defect, injury or illness which existed before the **Journey**.
2. Death, **Loss of Sight, Loss of Limb, Loss of Speech, Loss of Hearing or Permanent Total Disablement Due To** an Illness which is itself not the direct result of an **Accident**.
3. Death, **Loss of Sight, Loss of Limb, Loss of Speech, Loss of Hearing or Permanent Total Disablement** while participating in Winter Sports or Hazardous Activities.

Section 3 - Cancellation

What is covered

We will refund **Your** proportion of unused travel and/or accommodation costs up to the amount stated in the Schedule of Benefits (including excursions pre-booked and paid for before starting **Your Journey**), 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 **Journey Due To**:

1. **You or Your Travelling Companion(s)**
 - 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
 - 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 Journey**:
 - 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);

provided that such reasons for cancellation are confirmed by a **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.
4. 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 Journey**.
5. the compulsory jury service or subpoena of **You or Your Travelling Companion**.
6. **You or Your Travelling Companion** being made redundant and having registered as unemployed.
7. Non availability of the person in charge of **Your** minor or disabled **Children** due to their unexpected death, illness or bodily injury within 30-days of the Commencement Date and Time stated in **Your** Policy Schedule.

What is not covered

1. Any **Claim Due To**
 - A. any pre-existing medical condition affecting any person upon whom **Your Journey** depends that was diagnosed,

- treated or required hospital inpatient or outpatient treatment within the 6 consecutive months before **Your Journey** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Journey**;
- B. any pre-existing medical condition affecting any person upon whom **Your Journey** depends for which they are being prescribed regular medication by a **Doctor** at the date **Your Journey** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Journey**;
 - C. any heart-related condition or any type of cancer affecting any person upon whom **Your Journey** depends diagnosed at any time before **Your Journey** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Journey**;
2. jury service or subpoena if **You** or **Your Travelling Companion** are called as an expert witness or where **You** or their occupation would normally require a Court attendance;
 3. redundancy where **You** or **Your Travelling Companion**:
 - A. were unemployed or knew that **You** or they may become unemployed, at the time the **Journey** was booked; or
 - B. are voluntarily made redundant or made redundant as a result of misconduct; or
 - C. following resignation; or
 - D. are self-employed or a contract worker.
 4. any adverse financial situation causing **You** to cancel **Your Journey**, other than reasons stated within the section 'What is covered'.
 5. **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'.
 6. The failure to obtain the necessary passport, visa or permit for **Your Journey**.
 7. 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.
 8. 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.
 9. The **Excess**.

Section 4 – Curtailment

What is covered

We will pay:

- A. unused accommodation costs (including excursions pre-booked and paid for before starting **Your Journey**, 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 Schedule of Benefits, if it becomes necessary to, **Curtail a Journey Due To**:

1. **You, Your Travelling Companion(s)**
 - 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
 - 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 Journey**:
 - 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
 4. Serious fire storm or flood damage to **Your** or **Your Travelling Companion's** home; provided that such damage occurs after **Your Journey** commences.
- 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.
 4. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Journey**.
 5. The **Excess**.

What is not covered

1. Any **Claim Due To**
 - A. any pre-existing medical condition affecting any person upon whom **Your Journey** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Journey** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtail Your Journey**;
 - B. any pre-existing medical condition affecting any person upon whom **Your Journey** depends for which they are being prescribed regular medication by a **Doctor** at the date **Your Journey** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtail Your Journey**;
 - C. any heart-related condition or any type of cancer affecting any person upon whom **Your Journey** depends diagnosed at any time before **Your Journey** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtail Your Journey**;
 - D. any adverse financial situation causing **You** to **Curtail Your Journey**;
 - E. **You** or **Your Travelling Companion(s)** deciding that **You** do not want to remain on **Your Journey**.
2. Any loss, charge or expense **Due To**:
 - A. a delay in notifying the tour operator, travel agent, or transport or

Section 5 – Travel Delay

What is covered

If **You** are delayed for at least 6 hours on **Your** outbound international **Journey** or the final part of **Your** international return **Journey** because the scheduled departure of **Public Conveyance** is affected by a strike; industrial action; **Adverse Weather**; mechanical breakdown or grounding of an aircraft **Due To** mechanical or structural defect, **We** will pay for **Reasonable Essential Expenses** up to the maximum stated in the Schedule of Benefits.

Special Conditions

1. **You** must:
 - A. check-in before the scheduled departure time shown on **Your** travel itinerary; and
 - B. comply with the travel agent, tour operator and transport providers contract terms; and
 - C. provide **Us** with written details from the **Public Conveyance** 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 Conveyance** 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 Conveyance** commencing and ending in the country of departure.
2. 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.
 3. **Accommodation and Travel Expenses** where the additional transport and/or accommodation used is of a standard superior to that of the original **Journey**.
 4. Any **Claim Due To Your** not allowing sufficient time for the journey.
 5. Any **Claim Due To:**
 - 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:
 - A. **You** can recover from any tour operator, airline, hotel or other service provider;
 - B. **You** would normally have to pay during **Your Journey**.

Section 6 – Missed Departure

What is covered

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

1. **Your** scheduled destination **Abroad** if, on **Your** outbound journey, **You** arrive too late at **Your** final point of international departure to board the **Public Conveyance** on which **You** are booked to travel; or
2. South Africa, if on **Your** return journey, **You** arrive too late at **Your** final point of international departure to board the **Public Conveyance** on which **You** are booked to travel.

Due To:

1. the car/taxi **You** are travelling in breaking down or being involved in an accident; or

2. the **Public Conveyance 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:
 - i) 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 Conveyance** provide **Us** with:
 - i) 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;
 - B. a strike if it had started or been announced before **You** arranged this insurance or booked **Your Trip**, whichever is the later.
2. 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.
3. 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:**
 - 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:
 - A. **You** can recover from any tour operator, airline, hotel or other service provider;
 - B. **You** would normally have to pay during **Your Trip**.
7. 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 Journey**, **We** will pay **Repair and Replacement Costs** up to the amount stated in the Schedule 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 Schedule 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

1. **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.
2. **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 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

1. More than the amount stated in the Schedule of Benefits for:
 - A. a single item, pair or set, or part of a pair or set;
 - B. **Valuables** in total;
2. **Loss** or theft of **Valuables** left **Unattended** unless contained in a locked safe or safety deposit box.
3. **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, 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.
 6. Delay, detention, seizure or confiscation by customs or other officials.
 7. The **Excess** (not applicable to delayed baggage **Claims**).

Section 8 – Personal Money

What is covered

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

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

Special Conditions

1. **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.
2. **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

1. More than the amount stated in the Schedule of Benefits for cash.
2. **Loss** or theft of **Money** left **Unattended** unless contained in a locked safe or safety deposit box.
3. 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.
 6. The **Excess**.

Section 9 – Emergency Replacement of Travel Documents/Driving Licence

What is covered

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

1. getting any temporary replacement **Travel Documents** needed to enable **You** to return from **Your Journey** including any additional travel and accommodation (room only) costs incurred by **You** or on **Your** behalf during **Your Journey** to obtain such documents; and
2. the replacement **Travel Documents** and/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

1. **You** must take reasonable care to keep **Your Travel Documents** and/or driving licence safe. If **Your Travel Documents** and/or driving licence are **Lost** or stolen **You** must take all reasonable steps to get it back.
2. **Your Travel Documents** and/or driving licence must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
3. If **Your Travel Documents** and/or driving licence are **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

1. **Loss** or theft of **Travel Documents** and/or driving licence left **Unattended** unless contained in a locked safe or safety deposit box.
2. Delay, detention, seizure or confiscation by customs or other officials.

Section 10 – Personal Liability

What is covered

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

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

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

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 Schedule of Benefits. **We** will in addition pay **Costs and Expenses**.

Costs and Expenses shall mean:

1. all costs and expenses recoverable by a claimant from **You**;
2. all costs and expenses incurred with **Our** written consent;
3. 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

1. **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 Schedule 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:

1. 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.
2. assumed by **You** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement;
3. 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 **Journey**.

4. 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:
 - i) horse-drawn or mechanically propelled vehicles;
 - ii) any aerospace 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 **Journey**.
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 11 – Overseas Legal Expenses

What is covered

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

Special Conditions

1. **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 **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.
5. 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.
6. **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.
- C. **Your** employer.
 8. Actions between **Persons Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision.
 9. **Legal Expenses** incurred in pursuing any **Claim** for compensation (either individually or as a member of a group or class action) against the 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.

What is not covered

1. 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**.
3. **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.
6. 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
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**.
13. **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

Section 12 – Hijack

What is covered

If **You** are held hostage by **Hijackers** whilst travelling to or from a **Journey**, **We** will pay the amount stated in the Policy Schedule for each full 24 hours **You** are held hostage up to the maximum benefit stated in the Policy Schedule for each **Journey**.

Special Conditions

You must provide **Us** with written details from the airline, the airline or other transport operators, or police describing the length of the hijacking.

Optional Cover Extensions

THE FOLLOWING EXTENSIONS ARE OPTIONAL AND ONLY APPLY IF YOUR POLICY SCHEDULE SHOWS THAT YOU HAVE BOUGHT THE APPLICABLE EXTENSION

Section 13 – Winter Sports Extension

What is covered

The list of allowed activities will be extended to include the additional Winter Sports listed on page 11 of this Policy Document provided that **You** participate on a non-competitive basis only and provided that:

1. **You** have not been advised by a **Doctor** against participating in such sport or activity;
2. **You** wear the recommended/recognised safety equipment;
3. **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers; and
4. **You** are not racing or competing in or practicing for speed or time trials of any kind.

Special conditions

1. All Special Conditions under each section of **Your** Policy will apply.
2. Benefit limit under Section 1A. Medical and Repatriation Expenses is reduced to R1,000,00

What is not covered

1. Cover under Section 2. Personal Accident will be excluded when participating in Winter Sports.
2. All exclusions under each section of **Your** Policy and the General Exclusions, will apply.

Section 14 – Hazardous Activities Extension

What is covered

The list of allowed activities will be extended to include the additional Optional Hazardous Activities listed on page 11 of this Policy Document provided that **You** participate on a non-competitive basis only and provided that:

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

Special conditions

1. All Special Conditions under each section of **Your** Policy will apply.
2. Benefit limit under Section 1A. Medical and Repatriation Expenses is reduced to R1,000,00

What is not covered

1. Cover under Section 2. Personal Accident will be excluded when participating in Hazardous Activities.
2. All exclusions under each section of **Your** Policy and the General Exclusions, will apply.

Section 15 – Sports Equipment

What is covered

If **Your Sports Equipment** is **Lost**, stolen or damaged during **Your Journey**, **We** will pay up to the limit stated in the Policy Schedule for its replacement or repair, whichever is lower, after making an allowance for wear and tear and loss of value using the scale below:

- Up to 1 year old, 90% of the purchase price
- Up to 2 years old, 70% of the purchase price
- Up to 3 years old, 50% of the purchase price
- Up to 4 years old, 30% of the purchase price
- Over 4 years old, 20% of the purchase price

Special conditions

All Special Conditions applicable to Section 7 – Personal Effects & Baggage.

What is not covered

1. Anything excluded from cover in “What is not covered: Section 7 – Personal Effects & Baggage”, except exclusions 4.B, which is not applicable.
2. Anything not defined as **Sports Equipment**.

3. Loss or damage to **Sports Equipment** whilst undertaking any commercial or professional activities.
4. Electrical or mechanical breakdown or derangement.
5. Damage due to exposure to water whilst undertaking any sports/activity where the **Sports Equipment** is not designed to be water resistant.
6. The **Excess**

Section 16 – Rental Vehicle Collision Damage Waiver

Specific definitions

Excess

The part of the **Claim** for which **You** remains financially responsible in the rental agreement in cases where **You** declined to accept the **Rental Vehicle Insurance** policy and the irreducible excess established in the rental agreement when **You** have accepted or been obliged to accept the **Rental Vehicle Insurance**.

Rental Vehicle

Passenger vehicles authorised to use public roads (passenger cars, estate cars and vans, authorised to carry up to nine people) hired on a daily or weekly basis from an authorised rental agency or hire car firm. Benefit cover is granted for the duration specified in the rental agreement, but not more than 31 days. Collision Damage Waiver is only valid for **Rental Vehicles** rented and driven during a **Journey**.

Rental Agreement

shall mean a written agreement between **You** and a registered vehicle rental company, governing the terms of use of the **Rented Vehicle** rented from the vehicle rental company during a **Journey** within the **Period of Insurance**.

Rental Vehicle Insurance

The primary insurance held by a licensed car rental agency or company in respect of the **Rental Vehicle** covering risks such as third party liability, or theft of the **Rental Vehicle**.

You/Your/Driver

You being the named first driver in the rental agreement, and **Your Travelling Companion** named on the original **Rental Agreement** as an authorized driver, being at least 21 years of age and

under 70 years of age, in possession of a valid driver's license valid for the class of **Rental Vehicle**.

What is covered

We will pay up to the amount shown in the Schedule of Benefits for any one incident for the amount of the **Excess** (when the rental car company covers damages to the rental vehicle over and above the **Excess** by means of another contract) if the licensed rental agency or company holds **You** responsible for costs arising from material damage to the **Rental Vehicle** during the period of hire resulting from damage, fire, vandalism, or theft of the **Rental Vehicle** during a **Journey**.

Special Conditions

1. **We** will only pay in excess of any insurance which is included in the **Rental Agreement** or any other insurance that **You** hold which covers the same incident.
2. No cover will apply to any **Driver** who:
 - A. does not hold a valid driving license for the class of **Rental Vehicle** being driven (such license issued in the Republic of South Africa or in the country issuing the **Driver's** passport);
 - B. has more than three convictions for speeding or has collected more than eleven points on their driving license in the five years prior to undertaking the **Journey**;
 - C. has any conviction (or pending conviction) for driving whilst under the influence of a drug or drugs;
 - D. has any conviction (or pending conviction) for drink driving, within the last two years;
 - E. has been suspended (or is awaiting prosecution) for dangerous driving;
 - F. is under 21 or over 69 years of age;
 - G. violates the conditions of the rental agreement.
2. **You** will be covered when renting only one **Rental Vehicle** at any one time.
3. Cover is granted for the duration specified in the rental agreement, but no more than 31 days.
4. Revolving or lease type contracts are not covered.

What is not covered

1. Mopeds and motorbikes, commercial vehicles, trucks, motor homes and vehicles not licensed for

- road use including but not limited to trailers and caravans.
2. Where the **Rental Agreement** is for a period longer than 31 continuous days
 3. **Rental Vehicles** being used for reward, motor racing, rallies, speed, endurance tests, or practicing for such events.
 4. **Rental Vehicles** with a retail purchase price exceeding ZAR1,200,000 (or local currency equivalent).
 5. Where the **Rental Vehicle** is being driven by persons who are not named in the **Rental Agreement**.
 6. Loss and/or damage to vintage cars over 20 years old, or cars that have not been manufactured for at least 10 years.
 7. Loss and/or damage resulting from failure of any person to observe the maintenance and operating instructions supplied with the **Rental Vehicle**.
 8. Loss and/or damage caused by wear and tear, insects or vermin.
 9. Loss and/or damage arising from the **Rental Vehicle** being employed for a purpose other than that stated in the rental agreement.
 10. Loss and/or damage to automobiles or other vehicles which are not **Rental Vehicles**.
 11. For losses caused by accidental damage to the interior or contents of the **Rental Vehicle**.
 12. Where loss and/or damage is as a result of willfully self-inflicted injury or illness; or whilst the alcohol level in their blood or breath exceeds the legal limit of the country in which they are driving; or drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Doctor**, but not for the treatment of drug addiction); or exposure to unnecessary danger except in an attempt to save human life.
 13. If **Your** losses in respect of any property or expenses are more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance.
 14. Where Loss and/or damage is the result of driving whilst on any un-made road.
 15. Any costs where **You** admit liability, negotiate, make and promise or agree any settlement.
 16. Any fines and punitive damages.

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 **Journey** 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 [0] 11 722 5757 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 Policy Schedule.

3. **Journeys not covered**

Your Journey is described under "Journeys 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. **Anxiety state or phobia**

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

D. **Excluded leisure activities or sports**

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

i) any leisure activities or sports not specifically covered under "Leisure Activities & Sports" or listed under the Optional Winter Sports Extension or Hazardous Activities Extension, where such extension is shown as covered in Your Policy Schedule.

ii) any leisure activities or sports in a professional capacity or for financial reward or gain

iii) Competitive Winter Sports

E. 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

F. Manual work of any description

G. Any loss, charge or expenses recoverable from any other source.

H. **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 anyway connected with a Pandemic or Epidemic.

This exclusion applies to all sections of cover except for 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.

I. A **Person Insured** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.

J. **Currency**

Currency exchange, including but not limited

- to any loss of value or currency conversion fees.
- K. **Illegal Acts**
Any illegal act by **You**.
- L. **Alcohol/drugs**
- i) Alcohol
You drinking too much alcohol, alcohol abuse or alcohol dependency. **We** do not expect **You** to avoid alcohol on **Journeys**, 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.
- M. **Suicide/self-injury**
- i) **Your** suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of **Your** mental health; or
 - ii) **Your** needless self-exposure to danger or where **You** have acted in a manner contrary to visible warning signs except in an attempt to save human life.
- N. **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
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- O. **Sonic waves**
pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- P. **War**
War or any act of **War** whether **War** is declared or not.
- Q. **Financial Failure**
The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

Making a Claim

Conditions that apply to the whole Policy.

1. 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 [0] 11 722 5757**

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 13 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 [0] 11 722 5757**

Reporting Lost, Stolen or Damaged Property

1. **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.
2. **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.

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 2 - 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:

1. admit liability, or offer or promise to make any payment; or
2. 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:

1. 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;
2. inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;
3. 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 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**;
7. request and carry out a medical examination and insist on a post-mortem 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**.

General Conditions

Conditions that apply to the whole Policy.

Contract

This Policy, the Policy Schedule, the Schedule of Benefits 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 law of **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

3. 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**.

4. 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 Policy Schedule 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 Policy Schedule 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: chubbtravel-sa@Chubb.com

Tel: 0800 467 467

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: 0800 467 467

Email: chubbtravel-sa@chubb.com

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

General Definitions

The following words and phrases below will always have the following meanings wherever they appear in the Policy and Policy Schedule 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**.

Aggregate Limit

Shall mean the maximum amount shown in the Schedule of Benefits that **We** will pay for any one **Claim** or all **Claims** occurring during anyone **Period of Insurance**. Where more than one Policy, Policy Schedule or Schedule of Benefits has been issued by **Us** to **You**, one Aggregate Limit, the greatest, shall apply overall.

Any One Claim

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

Child, Children

Your children, **Your Partner's** children and the grandchildren of **You** or **Your Partner**, including step children, step grandchildren and fostered or adopted children or grandchildren, each of whom must be:

1. under 18 years old (or under 23 years old if still in full-time education) on the date **You** purchase cover; and
2. financially dependent on **You** or **Your Partner** (or in the case of grandchildren dependent on **You** or **Your Partner** or their **Parent(s)**) even if they do not live with either **You** or **Your Partner** (or in the case of grandchildren, with either **You** or **Your Partner** or their **Parent(s)**); and
3. not be married or living with a partner.

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 **Journey**.

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 Journey**.

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**.

Due To

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

Excess

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

Hijack

The unlawful seizure or taking control of an aircraft or other means of transport in which a **Person Insured** is travelling as a passenger.

Hijackers

The perpetrators of a **Hijack**.

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 Policy Schedule who is aged 18 or above.

Journey

A trip **Abroad** involving pre-booked travel or accommodation devoted entirely to pleasure, rest, or relaxation where travel begins and ends in South Africa.

Legal Expenses

1. 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:

1. 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 Hearing

Shall mean total and irreversible loss of hearing of all sound confirmed by medical evidence relying on audio-metric and sound-threshold tests.

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).

Loss of Sight

1. 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.

Loss of Speech

Shall mean total and permanent loss of the ability to make a comprehensible word or an understandable verbal language.

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 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 Policy Schedule is issued and ending on the date shown on **Your** Policy Schedule.

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

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.

Person(s) Insured

You and **Your Partner** and **Children** if they are shown as insured on the Policy Schedule.

Public Conveyance

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).

Reasonable Essential Expenses

shall mean the reasonable cost of telephone calls, meals and non-alcoholic beverages, of necessity incurred by the Insured Person.

South Africa

The Republic of South Africa

Sports Equipment

Equipment that **You** own or are legally responsible for and used solely for sporting activities.

Sports Equipment does not include

- a) bikes
- b) items use for business or professional purposes
- c) motorised vehicles, aircraft, boats, boards and craft designed to be used on or in water (except water skis), caravans and trailers, spares, parts and accessories of any of these.
- d) Any item defined under **Valuables**

Travelling Companion(s)

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

Travel Documents

Means **Your** passport, visas or travel tickets that are essential for **You** to undertake and/or continue **Your Journey**.

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, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones and other portable electronic devices designed to have a main function of communication, 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.

You, Your, Yourself

The **Person(s) Insured** shown on the Policy Schedule

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: <https://www.chubb.com/za-en/privacy-policy.html>

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 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:

1. 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

Information Officer:

Email: dataprotectionoffice.RSA@chubb.com

You may also contact

dataprotectionoffice.europe@chubb.com

The Information Regulator in South Africa:

The Information Regulator (South Africa)
JD House
27 Stiemens Street
Braamfontein
Johannesburg
2001.

General enquiries: General enquiries can be emailed to: enquiries@info regulator.org.za

Email: enquiries@info regulator.org.za / POPIAComplaints@info regulator.org.za

Contact Us

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Ground Floor, The Bridle
Hunts End Office Park
38 Wierda Road West, Wierda Valley
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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.SM

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.