

Regent is an authorised financial services provider. FSP licence 25511.

REGENT INSURANCE COMPANY LIMITED

Domestic Baggage Insurance Terms and Conditions

WELCOME TO REGENT TRAVEL INSURANCE

Thank you for choosing to insure your travel insurance through us. Our aim at Regent Travel Insurance is to combine value for money with peace of mind, making travel insurance as straight forward as possible. Your policy terms and policy schedule include everything you need to know about your cover. Alternatively, you can always contact our experienced customer service agents who are there to help you with all your travel insurance needs. Regent Travel Insurance is able to offer you more than just great value on travel insurance. If you require more information on our products, contact us on 0861 900 801 or travelinsurance@regent.co.za.

ABOUT YOUR POLICY

This is your travel insurance policy. It contains details of what is covered, conditions and what is not covered, for each insured person and is the basis on which all claims will be settled. It is validated by the issue of the policy schedule which we recommend be attached to the policy. It is essential that you read both documents to ensure that the cover is suitable for your needs. You should also take both documents with you when you travel.

In return for having accepted your premium we will in the event of bodily injury, death, illness, disease, loss, theft, damage, legal liability or other specified events happening within the period of insurance provide insurance in accordance with the operative sections of your policy as referred to in your policy schedule. The policy schedule and any endorsements are all part of the policy. Your policy is evidence of the contract of insurance.

UNDERSTANDING YOUR POLICY:

To understand your policy benefits and terms and conditions you need to read the policy and Schedule of Benefits carefully:

- Read about each of the available types of cover and benefits in the Schedule of benefits, as well as the relevant sections of the Policy Wording (remember words have specific meanings see Definitions).
- General Conditions apply to all sections. If you do not meet these conditions we may not be able to pay a claim.
- There are Specific Exclusions under each section with a heading we will not pay. These apply to the specific cover that you have chosen.
- The General Exclusions apply to all the sections of the policy.

IF YOU HAVE A COMPLAINT:

Contact the Regent Complaints Department on:

Tel: 0861 268 378
Fax: +27 (0)11 574 2957
E mail: complaints@regent.co.za

WHAT TO DO IN AN EMERGENCY OR WHEN YOU NEED TO CLAIM:

Contact us as soon as possible on +27 (0)11 991 8419 and quote your policy number (refer to your policy schedule). Our emergency services are available 24 hours a day. This number must also be contacted for non-medical claims. We will provide you with a claim form that must be completed and be submitted back to us with all required supporting documents.

CONSENT TO DISCLOSURE OF INFORMATION

The sharing of claims and underwriting information (including credit information) by Insurers is essential to enable us to underwrite policies, assess risks fairly and reduce the incidence of fraudulent claims. In the public interest and with a view to limiting premiums, you consent to any insurance or claims information being disclosed to us, any other insurance company or its agent by you or any person representing you. The South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We will store your information in the shared database to verify any underwriting information against legally recognised sources or databases. Fighting insurance fraud will benefit you, because fraud affects the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects you directly as it leads to higher premiums.

Your right to privacy

Your right to privacy is a fundamental element that must be taken into consideration however it is restricted to the certain limits. These limits include cases where the parties have a legal interest in that information. In terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risk fairly.

Your authorisation to us

- 1. You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims. This will contribute to keep premiums as low as possible.
- 2. You consent to such information being stored in the shared database and used as set out above.
- 3. You consent to such information being given to any insurer or its agent.
- 4. You consent to any underwriting information being verified against and shared with legally recognised sources or databases.

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1. **DEFINITIONS**

Some words and expressions in this policy have specific meanings and are mentioned below:

ACCIDENT means a sudden, unforeseen and unexpected event that results in Injury. An Accident will always exclude Illness.

ACCIDENTAL LOSS means items lost or forgotten.

ACCUMULATION LIMIT means the maximum amount we will pay under this policy for any one Accident or series of Accidents arising from one source or cause during your Insured Journey.

ASSISTANCE SERVICE means the worldwide services of Regent Travel Assist.

BAGGAGE means your personal belongings accompanying you while you are travelling.

BUSINESS ASSOCIATE means your partner, director or employee under the age of 65 years.

CANCELLATION OF JOURNEY means giving up a journey because you cannot start the journey.

CHILDREN or **CHILD** means your natural or adopted Children travelling with you, who are, under the age of 21 years, unmarried, not pregnant, primarily dependent on your maintenance and support and not in full-time employment.

EFFECTIVE DATE OF COVERAGE means:

- a. For cancellation of a journey, the date on which the policy was issued.
- b. For all other sections of cover, from the start date of your policy.

FINANCIAL DEFAULT means the complete suspension of operations of the travel supplier due to Financial Insolvency, whether or not a liquidation application is filed.

FINANCIAL INSOLVENCY means:

- a. the total cessation or complete suspension of operations of the travel supplier due to insolvency in terms of the Insolvency Act No. 24 of 1936, with or without the filing of a liquidation application; or
- b. the total cessation or complete suspension of operations following the filing of a liquidation application, whether voluntarily or involuntarily, by a travel supplier.

There is no cover for losses caused by fraud or negligent misrepresentation by the travel supplier.

HAZARDOUS ACTIVITIES/ADVENTURE SPORTS means any activity which introduces or increases the possibility of injury or death, which includes, but is not limited to archery, badminton, basketball, bowls, bushwalking, camel & elephant riding, canoeing in calm waters, canyoning, cycling, fishing (off land), golf, kayaking, mountain biking, roller skating, rowing, sailing in coastal waters, sea canoeing and sea kayaking, swimming, snorkelling, squash, surfing, tennis, volley ball, non-contact sports, semi-contact sports, ballooning, bungee, hiking, horseback riding, kite surfing, mountaineering, scuba diving, snow skiing, snowboarding, white water rafting, motor biking, scooter riding and quad biking, 4x4 driving and zip lining.

ILLNESS means any sickness or disease originating, contracted, commencing or manifesting itself during an Insured Journey that leaves you unfit to travel or continue with your original trip. This must be certified by a medical practitioner.

INJURY means a bodily Injury or physical trauma caused by an Accident that leaves you medically unfit to travel or continue your original trip. This must be certified by a medical practitioner.

INSURED JOURNEY means the period for which this travel insurance is purchased.

IRRECOVERABLE EXPENSE means airline, cruise line, rail and coach operator costs, car rental costs and hotel accommodation, including deposits and charges, paid by you which are not recoverable from any source, including but not limited to insurance policies, financial bonds and guarantees provided by the travel supplier and/or another insurance company and/or government agency and/or a travel agent and/or a credit card company.

LIQUIDATION means the filing of a legal petition for voluntary or involuntary liquidation.

DOMESTIC JOURNEY means a journey of more than 100 kilometres from your usual place of residence or business within the Republic of South Africa (RSA).

PERMANENT TOTAL DISABLEMENT means the permanent and total inability to carry on with your usual occupation or any other occupation for which you have knowledge of or are trained to do, which lasts for 24 (twenty four) months and where at the end of this period there is no prospect of improvement.

PERSONAL EFFECTS means luggage, including the bag containing your luggage, clothing, personal items (excluding personal money) and other articles which belong to you (or for which you are legally responsible) which are worn, used or carried by you during any trip.

POINT OF DEPARTURE means the point of departure from your usual place of residence or business.

POLICY means your contract of insurance and will include later endorsements.

PRIVATE MOTOR VEHICLE means any licensed passenger vehicle up to a maximum of 3 500 kg.

PRE-EXISTING CONDITION means any condition that existed in the last six consecutive months prior to the date of departure that you/your relatives or Business Associate or dependent Children or the person who is the subject of the claim:

- a. have consulted a medical practitioner or specialist, or
- b. have taken prescribed medicine, or
- c. have received treatment, surgery or advice, or
- d. the manifestation of symptoms would have caused a reasonable person to seek advice, or
- e. are on the waiting list for medical treatment, or
- f. have received a terminal prognosis, or
- g. have an ongoing medical condition of which you/they are aware.

PUBLIC CONVEYANCE means a scheduled air, land (excluding taxis, motor cycles and hired motor vehicles), or water conveyance – all licensed to carry passengers for hire and in (or on) which you are travelling as a fare paying passenger.

PUBLIC PLACE means any place the public has access to, including but not limited to aeroplanes, taxis, buses, trains, shops, airports, railway stations, streets, museums, hotel foyers, beaches and restaurants.

RELATIVE means your spouse, parent, parent-in-law, grandparent, step-parent, Child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister.

REGENT TRAVEL ASSIST means Europ Assistance, the claims co-ordination company authorised by us to assist in the management and control of claims.

SCHEDULE OF BENEFITS means the sections of cover applicable to your chosen cover, reflecting the benefits payable, the Excesses and waiting periods which apply.

SPOUSE means your spouse or partner who has been living with you for a period of not less than one year. Only one spouse will be eligible for cover under this policy.

TERRORIST ACT means any act which is verified as an act of terrorism by the government where the act oocurs, and includes any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Acts for personal gain shall not be considered Terrorist Acts.

TRAVEL COMPANION means the person that is sharing travel and accommodation arrangements with you.

TRAVEL SUPPLIER means:

- a. an airline operating within RSA and providing scheduled flights for purposes of a Domestic Journey (except charter flights).
- b. a cruise line, rail or coach operator, car rental company and hotel accommodation, booked prior to departure, which is licensed in RSA.

TRAUMATIC EVENT means a violent criminal act or attempt where such violence is intended or made to overpower or subdue

VALUABLE ITEMS means Cameras and associated photographic and video equipment; cellular phones; portable audio equipment (MP3 players, portable CD and DVD players, etc.); spectacles; sunglasses; binoculars; telescopes; jewellery and precious stones; watches; leather and fur articles.

WAR AND CIVIL WAR means any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following consequences, namely:

- a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, civil commotion, mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power; or
- b. any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any government de jure or de facto or to the influencing of it by terrorism or violence; or
- c. martial law or state of siege or any events or causes, which determine the proclamation, or maintenance of martial law or state of siege; or
- d. plundering, looting and pillaging in connection with riot and civil commotion; or
- e. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority; and
- f. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.

2. GENERAL CONDITIONS

The following conditions apply to all the sections of the policy:

2.1 Eligibility

This policy only covers persons up to the age of 79 years (inclusive) for travel within RSA.

2.2 Policy start date

This policy must be issued before departure of the insured journey and the start date must be from the date of departure of the insured journey.

2.3 Policy end date

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

- a. on the date the policy is cancelled, or
- b. the date of your return to point of departure, or
- c. on the expiry date (return date) appearing on the policy schedule, or.
- d. the date you reached the maximum age limit for the cover selected.

2.4 Endorsements and extension of cover

If you decide to stay abroad longer than originally planned and need to extend the period of insurance; you must contact Regent Insurance before your existing cover has expired. Any extension of cover will be at our discretion and as long as you have not made any claim, or intend to make one (there has been no change to your health since your departure) and will be subject to immediate payment of the appropriate additional premium.

2.5 Cancellation

This policy may be cancelled in the following instances:

- a. within 15 days from the date of purchase provided your journey has not yet started and no claims have been submitted; or
- b. if the insured journey is cancelled and no claims have been submitted; or

2.7 This contract is made in the Republic of South Africa (RSA)

The laws of the Republic of South Africa (RSA) govern this policy and any dispute or action in connection therewith will be conducted and determined in RSA.

2.8 Other insurance

This policy operates on a secondary basis. You must lodge your claim with the responsible airline or service provider first. If you are not paid the full amount of your claim by such other policy, airline, service provider or insurance company, we will pay the difference.

2.9 Rejection of Claim and Time Bar

You have to provide proof of any loss that you claim for. If your claim has been rejected or the amount disputed, you have 90 days after receiving our rejection letter to make representations to us regarding our decision. You have a further 6 months to institute legal action against us after the expiry of the 90 days referred to above. If you do not serve summons on us within this period, you will forfeit the right to challenge our rejection.

2.10 Liability

We shall not be liable for the negligence, wrongful acts and/or omissions of any legal and/or health care professional or any other person/s or legal entity that has provided direct or indirect service to you.

2.11 Fraud, Dishonesty and Misrepresentation

If you or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim that is in any way fraudulent dishonest, exaggerated or withheld, we will reject your claim and your policy will be cancelled.

2.12 Marketing material

Should any discrepancies arise between the policy and any marketing material or information received by the insured person the terms, conditions, endorsements and exclusions in the policy will take precedence in all cases.

2.13 Maximum amount payable

You will not be entitled to receive more than the limit of liability as shown in your schedule of benefits. If you have two or more policies underwritten by Regent Insurance Company, the maximum amount payable will not exceed the limit of liability of whichever policy has the highest limit of liability.

2.14 Premium payments

You are liable for the premium. The premium is payable in advance, and we reserve the right to ask for proof of payment at any time.

2.15 **Public Conveyance Tickets**

We reserve the right to use your public conveyance ticket to offset any expenses in the event of a claim.

2.16 **Subrogation**

We reserve the right to commence or take over legal proceedings in your name to defend or settle any claim or to sue any party to recover monies payable by them.

3. GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

WHAT IS NOT COVERED

This policy does not cover any claim arising directly or indirectly from:

- a. Your being employed as a crew member of a public conveyance, or working on off-shore drilling rigs;
- b. Your being employed in manufacture, storage, filling, breaking down, transport of fireworks, ammunition, fuses, cartridges, gun-powder, nitro-glycerine or any explosives;
- c. Gases and air under pressure other than butane and the like in low pressure containers;
- d. Naval, military, police or air force service or operations, militia or paramilitary organisations;
- e. Underwater work, underground work, construction and maintenance of cofferdams;
- f. Any criminal or intentional illegal act committed by you;
- g. War and Civil War;
- h. Engaging in occupational activities requiring the use of explosives;
- i. Nuclear Substances nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels or nuclear explosives or any nuclear weapon;
- j. The dispersal or application of pathogenic or poisonous biological or chemical materials;
- k. The fulfilment of any ransom demands.
- I. Any loss suffered due to due to Financial Default of the Travel Supplier.

4. PERSONAL ACCIDENT

4.1 DEATH

4.1.1 We will pay

If you suffer accidental bodily Injury during the insured journey, which causes your death we will pay up to the maximum limit of liability in your schedule of benefits to your deceased estate. Benefits are only provided to travellers who are **18 years and older**.

4.2 PERMANENT TOTAL DISABLEMENT

4.2.1 We Will Pay

If you suffer accidental bodily Injury during the insured journey, which causes permanent disablement within 12 months of the Accident, we will pay you up to the limit of liability in the schedule of benefits. Benefits are only provided to travellers who are **18 years and older**. The death and permanent total disablement benefits you are covered for are set out below:

INSURED EVENT	SUM INSURED,
	Expressed as a
	percentage of Limit
	of Liability
a) Death	100%
b) Total, permanent and irrecoverable loss of hearing in both ears	100%
c) Total, permanent and irrecoverable loss of hearing in one ear	50%
d) Total, permanent and irrecoverable loss of sight in both eyes	100%
e) Total, permanent and irrecoverable loss of sight in one eye	50%
f) Total, permanent and irrecoverable loss of both hands, or feet	100%
g) Total, permanent and irrecoverable loss of one hand and one foot	100%
h) Total, permanent and irrecoverable loss of one hand or one foot	50%
i) Permanent and total loss of speech	100%
j) Permanent and incurable paralysis	100%
k) Permanent and Total Loss of four fingers and thumb of either hand	70%
I) Permanent and Total Loss of four fingers or thumb of either hand	40%
m) Permanent Total Disablement as a result of an Accident, or a direct result of	100%
exposure to the elements of nature following an Accident	
n) Permanent disabilities not otherwise provided for under Insured Events a) to m)	15%

4.2.2 Specific Conditions

The diagnosis and determination of permanent total disablement or any permanent disability must be made and documented by a medical practitioner appointed by us, and must be continuous and permanent for at least 24 consecutive months from the onset of the disablement, however:

- a. For permanent and total loss of speech, the loss of ability to speak must be continuous for at least 12 consecutive months and all psychiatric related causes are excluded.
- b. For permanent and incurable paralysis, the loss of use must be continuous and permanent for at least 12 consecutive months
- c. Permanent total loss of use of a limb will be treated as a loss of a limb.
- d. In the event of compensation becoming payable under more than one benefit, the total amount payable will not exceed 100% of the limit of liability for each insured, not exceeding the accumulation limit.
- e. Compensation will be payable to you or your deceased estate. No one other than you will have rights in terms of the policy against us.
- f. Notice of death must be given immediately and we will have the right to have a post mortem examination of the body.
- g. A detailed incident and/or police report must be submitted to us.

- h. If any existing condition is aggravated by an Accident, the compensation will be determined by the degree of deterioration of the existing condition after the Accident. The degree of the condition before the Accident will be determined by medical evidence.
- i. Personal Accident benefits cease when you reach the age of 69 years.

4.2.3 Specific Exclusions

- a. Any insured event arising directly or indirectly from any type of Illness and/or bacterial infection, unless it was a medically acquired infection or blood poisoning as a result from accidental Injury.
- b. Any loss or Injury whilst participating in Adventure Sports, and/or Hazardous Activities.
- c. Any person under the age of 18 years.

5. JOURNEY CANCELLATION

5.1 **CANCELLATION OF YOUR JOURNEY BEFORE IT STARTS**

Cancellation cover is for financial loss you suffer when you do not use pre-paid travel and accommodation because you are unable to start your trip. This is limited to the limit of liability stated in your schedule of benefits. Cancellation cover ends when the Insured Journey starts. Cancellation cover applies if one of the following changes in circumstances occurs that is beyond your control and of which you were unaware of at the time you booked the trip.

5.1.1 We Will Pay

The value of unused travel arrangements, less any refunds, due to:

- a. The unexpected death, Illness or Injury of you, your dependent Children, a Relative, Business Associate, travelling companions or the person in charge of your Children.
- b. Theft or complete immobilisation of your private motor vehicle during your trip towards the point of departure due to a traffic Accident, fire or as a result of hijacking.
- c. Retrenchment by your employer within 30 days before your planned departure.
- d. The cancellation or diversion of your Domestic Journey due to strikes or other industrial action unless there were media warnings 14 days prior to the purchase date of this policy.
- e. A terrorist incident occurring in a city listed on your prepaid trip itinerary within 14 days prior to your scheduled departure date. The same city must not have experienced a terrorist incident within 90 days prior to the terrorist incident causing your claim.
- f. Theft of travel documents causing the unavoidable cancellation of the Insured Journey.
- g. A Traumatic Event happening to you, your dependent Children, a relative, Business Associate or travelling companions within 30 days before your planned departure.

5.1.2 Specific Conditions

- a. You will need to first claim from your travel supplier and will need to provide us with written proof of any refunds due and refunds not paid.
- b. When claiming due to Illness or Injury you must provide us with a medical report. In the case of a death we will need the death certificate.
- c. Proof of the theft or immobilisation of your vehicle must be provided.
- d. Theft of documents must be reported to the local police within 24 hours of the incident, and a written acknowledgement of the report obtained.
- e. Written proof must be provided from the airline providing proof of the cancellation due to strikes or other industrial action
- f. When claiming due to a Traumatic Event you must provide us with police reports and a description of the event.

5.1.3 We Will Not Pay

- a. Cancellation costs incurred due to the death, Illness or Injury of you, your dependent Children, a relative, Business Associate, travelling companions, the person in charge of your Children due to a Pre-existing Condition (see definitions for the definition of a Pre-existing Condition)
- b. Cancellation costs unless your treating doctor confirms in writing that you are unfit to travel.
- c. Your withdrawal from the service provider (e.g. aircraft, sea vessel, train, hotel).
- d. Expenses related to your decision not to travel.
- e. The cancellation of the journey upon request of your spouse, parent, travelling companion or employer.
- f. If you are not in possession of the required, valid or correct travel documents.
- g. Cancellation or a change of schedule of booked transportation by the supplier (aircraft, sea vessel, train).
- h. Any costs recoverable from the service provider.
- i. The inability of any tour operator or wholesaler to complete arrangements for a group due to an insufficient number of persons on the tour.
- j. The cancellation of a journey due to mechanical or electrical breakdown.
- k. The cancellation of a journey due to poor weather conditions including tsunami, cyclones, tornadoes, hurricanes, floods, typhoons, blizzards or other natural disasters at the destination of the journey.
- I. Pregnancy, childbirth and miscarriage or any pregnancy related conditions after the 25th week of pregnancy.
- m. The Excess amount as stated in the schedule of benefits.

5.2 **POSTPONEMENT OF AN INSURED JOURNEY**

If you need to postpone the start of or the return flight of your Insured Journey, we will pay any flight penalties, economy class travel costs or additional three-star accommodation costs up to the limit of liability stated in your schedule of benefits.

5.2.1 We Will Pay

The following are covered events:

- a. The unexpected death, Illness or Injury of you, your dependent Children, a relative, Business Associate, travelling companions or the person in charge of your Children.
- b. The cancellation or diversion of your scheduled public conveyance due to strikes or other industrial action, unless there were media warnings prior to the date that the Insured Journey was booked and/or purchased.
- c. A terrorist incident occurring while you are in a city listed on your prepaid trip itinerary. The same city must not have experienced a terrorist incident within 90 days prior to the terrorist incident causing your claim.
- d. Theft of travel documents causing the unavoidable postponement of the Insured Journey.

5.2.2 Specific Conditions

- a. You must contact Regent Assist prior to making any alternative travel arrangements.
- b. You must where applicable obtain a medical report from the treating medical practitioner prior to incurring any postponement expenses. In the case of a death, you must provide a death certificate.
- c. Written proof must be provided from the relevant authority in the case of strikes or other industrial action.
- d. Theft of documents must be reported to the local police within 24 hours of the incident, and a written acknowledgement of the report obtained.

5.2.3 We Will Not Pay

- a. Postponement costs incurred due to the death, Illness or Injury of you, your dependent Children, a relative, Business Associate, travelling companions, the person in charge of your Children due to a Pre-existing Condition (see definitions for the definition of a Pre-existing Condition)
- b. Accommodation or travel expenses that result from you returning home early due to an Illness or Injury, unless your treating doctor confirms in writing that you are unfit to travel.
- c. Expenses related to your decision to return home early.
- d. The postponement of the journey upon request of your spouse, parent, travelling companion or employer.

- e. If you are not in possession of the required, valid or correct travel documents.
- f. Carrier caused delay where the cost of the expense is recoverable from the carrier. Cancellation or a change in schedule of booked transportation by the supplier (aircraft, sea vessel, train).
- g. Any costs recoverable from the service provider.
- h. The postponement of a journey due to mechanical, electrical or electronic breakdown.
- i. The postponement of a journey due to poor weather conditions including tsunami, cyclones, tornadoes, hurricanes, floods, typhoons, blizzards or other natural disasters.
- j. Pregnancy, childbirth and miscarriage or any pregnancy related conditions after the 25th week of pregnancy.
- k. The Excess amount as stated in the schedule of benefits.

6. INCONVENIENCE

6.1 THEFT OR DAMAGE TO BAGGAGE AND ACCIDENTAL LOSS OF PERSONAL ITEMS

6.1.1 We Will Pay

The theft of or damage to baggage, Personal Effects and trade samples (Business Complete Cover only) during the insured journey, up to the limit of liability stated in your schedule of benefits. There is a separate limit for Accidental loss of Personal Items stated in your schedule of benefits.

6.1.2 Specific Conditions

- a. A single item limit applies as per the schedule of benefits. You are advised to insure any valuable items exceeding this single item limit on a separate All Risks policy.
- b. All loss or damage attributable to theft or vandalism by airline carriers, other transport companies or hotels must be reported to them immediately and a written report must be obtained. You must check your baggage before leaving an airport and must make an attempt to make a recovery from the airline. An irregularity report must be obtained from the airline before leaving the airport.
- c. Theft or damage not attributable to airline carriers, transport companies or hotels must be reported to the local police authorities within 24 hours and a written acknowledgement of the report must be obtained.
- d. All claims for personal effects accidentally lost are subject to the limit for Accidental Loss specified in the schedule of benefits. An affidavit must be supplied outlining the events that took place when the loss occurred and proof of purchase or ownership must be submitted.
- e. A camera, its lenses and fittings and the camera case are deemed to be a single item and must be carried with you as hand luggage.
- f. Sporting equipment and accessories and safety gear are all deemed as one item. For example: golf clubs and golf equipment are deemed to be a single item; bicycle and helmet are deemed as one item; ski equipment including skiis and clothing are deemed as one item.
- g. A cellular phone, and its fittings and accessories are deemed to be a single item and are limited to R1,000 per insured person.
- h. A personal computer and similar electronic equipment and their fittings and accessories including software, hardware and carry cases are deemed to be a single item and are limited to R5,000 per insured person.
- i. Contact lenses, prescription spectacles and sunglasses are limited to a maximum of R1,000 per pair, over and above any Excess.
- j. You must take suitable precautions to secure the safety of your personal Baggage, and must not leave it unsecured or unattended or in an unattended unlocked vehicle.
- k. Jewellery must be carried on your person or lodged in a safety deposit or locked in a safe at the time of loss.
- I. If you claim for more than one item that is lost, damaged or stolen, the most we will pay for all items is the total limit shown in the schedule of benefits. We will calculate the value of the lost or stolen item at the exchange rate at the time that the claim is assessed.

6.1.3 We Will Not Pay

- a. More than the specified amount in your schedule of benefits for any single item.
- b. Loss of or damage to Baggage not accompanying you on the same flight.
- c. Items left behind in any hotel/motel room after you have checked out or items left behind in any aircraft, rental vehicle, taxi, ship or train, unless the schedule of benefits applicable to your policy shows a limit for Accidental Loss.
- d. Loss due to luggage and personal effects left unsupervised in a public place or left with a person not travelling with you.
- e. Loss due to luggage and personal effects left at such a distance from you that you are unable to prevent it from being taken.
- f. Loss due to luggage and personal effects left in an unattended vehicle unless locked in a boot and entry into the vehicle is through visible, forcible and violent means.
- g. Any claim for theft or damage by a transport carrier where the loss was not immediately reported to the carrier before leaving the terminal, and a written irregularity report obtained
- h. Any claim for theft or damage that has not been reported to the police, hotel or the relevant authority within 24 hours of the event, and a written police or irregularity report obtained.
- i. Any loss, damage or theft that you cannot prove.
- j. Sporting equipment whilst in use.
- k. Any mechanical, electrical or electronic breakdown.
- I. Any damage to or replacement of any electrical data or software.
- m. Loss of or damage to fragile or brittle articles (other than cameras, binoculars, spectacles and contact lenses) unless caused by fire or Accident to the transport in which they were carried.
- n. Wear and tear, mildew, rust or corrosion, the action of insects, moth or vermin or whilst clothing or personal effects are being cleaned, dry-cleaned, dyed, altered or repaired.
- o. Perishable items.
- p. Delay, detention, destruction or confiscation by custom officials or other authorities.
- q. Losses recoverable from any other source, such as airlines, or other insurance.
- r. Loss or damage to bonds, stamps, negotiable instruments, deeds, securities or any kind of bullion.
- s. Any goods intended for sale or trade.
- t. Personal computers, cellular phones, electrical or electronic equipment:
- u. Where such equipment was left unattended other than when securely locked inside a building.
- v. Not accompanying you as cabin baggage on a carrier.

6.2 LOSS OF CASH AND/OR TRAVEL DOCUMENTS

6.2.1 We Will Pay

- a. The loss resulting from theft of personal cash being bank and currency notes and postal or money orders during the Insured Journey.
- b. The replacement cost of non-refundable accommodation vouchers and the reissuing cost of travel documents due to theft or damage up to the amount as stated in the schedule of benefits.
- c. The loss resulting from theft of your travel documents (travel tickets and passports), but limited to expenses incurred in having the documents replaced.

6.2.2 Specific Conditions

- a. Any loss of credit cards, traveller's cheques or documents must be reported to the issuing authority within 24 hours, and the appropriate cancellation measures taken.
- b. Cash and documents must be carried on your person or lodged in a safety deposit at the time of loss.
- c. We will pay up to the limit of liability stated in your schedule of benefits.

6.3 **BAGGAGE DELAY**

6.3.1 We Will Pay

If your accompanied Baggage is temporarily delayed, misdirected or misplaced during the Insured Journey for a minimum time period according to your schedule of benefits, we will pay up to the limit of liability stated for the purchase of essential items of clothing and personal effects. We will only pay this benefit if your Baggage is returned to you after a delay.

6.3.2 Specific Conditions

Written proof of delay must be obtained from the transport provider/carrier, and original receipts of the items purchased.

6.3.3 We Will Not Pay

- a. Your failure to check in your Baggage on time.
- b. Delay due to strike, riot, hijack or civil commotion.
- c. Delay, detention, destruction or confiscation by custom officials or other authorities.
- d. Delayed Baggage upon your return to your usual place of residence or business.
- e. Any loss if no expenses were incurred.
- f. Any loss if proof of expenses incurred is not provided.

6.4 TRAVEL DELAY

6.4.1 We Will Pay

Essential expenses incurred for meals, drinks, travel expenses and accommodation up to the limit of liability stated in your schedule of benefits if the departure of your scheduled public transport in which you have arranged to travel is delayed for a minimum time period stated in your schedule of benefits, and provided your carrier or travel supplier has not provided this.

We will only provide cover if this delay is caused by:

- a. Industrial strike action;
- b. Adverse weather conditions: or
- c. Mechanical or electrical breakdown.

6.4.2 Specific conditions

- a. Written proof of the delay must be obtained from the transport provider or carrier
- b. Receipts of items purchased must be provided.

6.4.3 We Will Not Pay

- a. When you did not check in on time.
- b. When delays due to strike or industrial action that was common knowledge on or before the date the Insured Journey was booked or this policy was purchased.
- c. When no actual expenses were incurred.
- d. When proof of expenses are not provided.
- e. For taxi fares, telephone costs, fuel and toll fees.

7. EXCESS WAIVER

If you pay the additional premium we will waive all Excesses noted in your Schedule of Benefits. The Excess Waiver is not applicable to claims under Pre-existing Medical Conditions.

8. HOW TO CLAIM

Contact Europ Assistance on +27 11 991 8419 as soon as possible for assistance. You will be provided with a claim form which must be completed and submitted back to us with the supporting documents mentioned below. Claim forms can be submitted to us at assist@europassistance.co.za or on fax number +27 11 388 3544.

If your claim is medical related, we may access your prior medical records if required to assess your claim and you are required to provide us with the name and contact details of your medical practitioner when you submit your claim.

If you have a pre-existing Illness, we will require a report from your medical practitioner stating what treatment you received before commencing the Insured Journey and confirmation that you were fit and healthy to travel.

Claims must be submitted within 60 days of your return.

WHAT YOU NEED TO SUBMIT WHEN YOU CLAIM

8.1 PERSONAL ACCIDENT – DEATH/DISABILITY CLAIMS

- a. All medical reports
- b. Death certificate indicating cause of death.
- c. Inquest and post mortem reports
- d. A police report if death is due to a motor Accident or if death is the subject of a criminal or police investigation.

8.2 **CANCELLATION CLAIMS**

- a. Relevant medical certificates or death certificates in the case of illness or death.
- b. Original air tickets or Insured Journey documents.
- c. Proof of deposits not recoverable.
- d. Police reports in case of Accidents or hijack.

8.3 **INCONVENIENCE CLAIMS**

- a. Claims related to theft or damage due to an airline carrier or other transportation company must be reported to them before you leave the airport or other transportation terminal and a written irregularity report must be obtained.
- b. Claims related to general theft or damage must be reported to the local police within 24 hours of the event, and a written police report obtained.
- c. All claims related to Accidental Loss must be accompanied with proof of purchase or ownership.
- d. Baggage Delay claims must include receipts of purchases made for emergency items.

8.4 TRAVEL DELAY CLAIMS

- a. A letter from the airline/s detailing reason for the delay.
- b. Receipts of purchases made for essential items purchased.

9. FAIS DISCLOSURE NOTICE

DISCLOSURES REQUIRED IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 ("FAIS")

1. Regent Insurance Company Limited

146 Boeing Road East PO Box 674 Telephone: 0860 734 368 Elma Park Edenvale Fax: (011) 574 2928

Edenvale 1610 Website address: www.regent.co.za

1609

Regent Insurance is a public company, company reg. no. 1966/007612/06, a registered short-term insurer and an authorised financial services provider for personal and commercial lines business, FSP no. 25511. Regent holds Professional Indemnity and Fidelity insurance underwritten by Etana Insurance Company.

As the product supplier, Regent has an agreement with the Intermediary (Broker) that sold this product to you. The Intermediary has the obligation to furnish you with the following information:

- 1.1 His full business and trade names, registration number, postal and physical addresses, telephone numbers and email address;
- 1.2 The fact that he has been given a mandate to act on behalf of Regent;
- 1.3 Whether the Intermediary (Broker) directly or indirectly holds more than 10% of Regent's shares;
- 1.4 Whether the Intermediary (Broker) received more than 30% of his income from Regent in the last 12 months;
- 1.5 Whether the Intermediary (Broker) holds guarantees, or professional indemnity or fidelity insurance.

2. Claims Procedures

In order to claim, contact +27 (0) 11 991 8419. Regent must be notified within 90 days of the claim event. If you are not satisfied with the outcome of your claim, you may write to the Complaints Department of Regent at any of the addresses above within 90 days of the claims decision. If you are still not satisfied, you have an additional 6 months after expiry of the 90 days to institute legal action against Regent. You also have recourse to the Ombudsman for Short-Term Insurance at PO Box 32334, Braamfontein, 2017.

3. Complaints Procedures

If you have a complaint about this policy, you can submit a complaint in writing to the Regent Complaints Department at any of the addresses above, or on Telephone: 0861 268 378, Fax: (011) 574 2957 and e-mail: complaints@regent.co.za

If the matter is not resolved to your satisfaction by Regent, you may submit your complaint in writing to the Ombudsman for Short-term Insurance at PO Box 32334, Braamfontein, 2017. He may also be contacted on Telephone: 0860 OMBUDS (0860 726 890) or (011) 726 8900 Fax: (011) 726 5501 and e-mail: info@osti.co.za.

3.2 FAIS Ombud

If you have a problem with the way the product was sold to you, the disclosures that were made to you or the advice that was given to you by the Intermediary (Broker), you must contact the Intermediary. If you are not satisfied with the reply, you may submit your complaint in writing to the FAIS Ombud at PO Box 74571, Lynwood Ridge, 0040. He may also be contacted on Telephone: 0860 OMBUDS (0860 662 837), Fax: (012) 348 3447 and e-mail: info@faisombud.co.za.

3.3 Compliance Officer

The compliance officer of Regent may be contacted at any of the contact addresses of Regent mentioned above. In addition the compliance officer can be contacted by e-mail at compliance.st@regent.co.za.

4. Important Matters

It is very important that you are quite sure that the policy meets your needs and that you feel that you have all the information you need to make a decision. Feel free to make notes regarding verbal information and ask for written confirmation or copies of documents. Disclose all material facts accurately, fully and properly. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf. Do not sign any incomplete or blank documents. No person may insist that you do so. Nobody may ask or require you to waive a right that you have as a policyholder.

5. Hepstar Financial Services (Pty) Ltd - FSP 45097

2nd Floor, Cape Chamber house 19 Louis Gradner street Cape Town 8001 Telephone: 086 1444 548

Website address: www.hepstar.com

Email: info@hepstar.com

Hepstar Financial Services (Pty) Ltd ("Hepstar") is a private company (registration number 2013/139291/07) and licensed financial services provider. Hepstar is a non-mandated intermediary duly authorised by Regent Insurance Company Limited to distribute this product. Hepstar holds Professional Indemnity and Fidelity Insurance underwritten by Manwood Underwriting Managers (Pty) Ltd. Hepstar hold a guarantee from the Intermediaries Guarantee Facility.

Compliance Officer

Moonstone Compliance (Pty) Ltd

Ansie Daneel, Compliance Officer

CISA Certificate: Compliance Management (UCT)

Practice number 188

Telephone: +27 21 883 8000

Fax: +27 86 514 5363 www.moonstoneinfo.com

adaneel@moonstonecompliance.co.za

P.O. Box 12662, Die Boord, Stellenbosch, 7613