



REGENT | **GO ON.**
TRAVEL **YOU'RE COVERED.**

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

REGENT INSURANCE COMPANY LIMITED

SPORTS EQUIPMENT COVER

POLICY TERMS AND CONDITIONS

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IMPORTANT INFORMATION AT A GLANCE

ABOUT YOUR POLICY

This is your 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 certificate 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.

In return for having accepted your premium we will in the event of any specified event happening within the period of insurance provide insurance in accordance with the operative sections of your policy as referred to in your policy certificate. The policy certificate and any endorsements are all part of the policy. Your policy is evidence of the contract of insurance.

CANCELLING or AMENDING YOUR POLICY

Should you for any reason wish to cancel your policy or amend details on your insurance certificate, you may contact your policy administrator, **Hepstar Financial Services (Pty) Ltd** at 086 999 0707 or email info@hepstar.com. Cancellations are subject to para 5 of General Conditions.

WHAT TO DO WHEN YOU NEED TO CLAIM:

Contact us on **+27 (0)11 991 8419** and quote your policy number displayed on your insurance certificate. We will provide you with a claim form that must be completed and be submitted back to us with all required supporting documents.

UNDERSTANDING YOUR POLICY:

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

1. Read about the benefits in the Schedule of benefits, as well as the Policy Wording (remember words have specific meanings – see Definitions).
2. Conditions and limitations apply. If you do not meet these conditions we may not be able to pay a claim.
3. There are Exclusions applying to the policy – please familiarise yourself with these.

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

DEFINITIONS

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

ACCIDENTAL LOSS means items lost or forgotten.

ACCUMULATION LIMIT means the maximum amount we will pay under this policy.

COUNTRY OF RESIDENCE means the country you are a permanent resident of.

INBOUND JOURNEY means an Insured Journey that starts outside of the Republic of South Africa to the destination within the Republic of South Africa. This includes the return journey back to the point of departure.

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

INTERNATIONAL JOURNEY starts when you depart from your normal place of residence or place of employment, whichever occurs latest, in a direct and continuous manner, to a destination outside your Country of Residence and continues until you return to your normal place of residence or place of employment, whichever occurs first..

LOCAL or 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).

POINT OF DEPARTURE

- a) In respect of an International Journey, means the point where you go through passport control from your Country of Residence.
- b) In respect of a Local or Domestic Journey, means point of departure from your usual place of residence or business.
- c) In respect of an Inbound Journey, means the point where you go through passport control from your Country of Residence from where you intend to travel in an uninterrupted manner to the Republic of South Africa.

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

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.

SCHEDULE OF BENEFITS means the schedule reflecting the benefits and limits payable.

SPORTING EQUIPMENT means any item(s) displayed on the Schedule of Benefits.

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.
- 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.
- 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.
- d) Plundering, looting and pillaging in connection with riot and civil commotion.
- 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.
- f) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses a), b), c) and d).

GENERAL CONDITIONS

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

1. Product options and applicable age limits

Product Options	Age limits
Sports Equipment Cover	No age limit

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.

3. Policy end date

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

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

4. Endorsements and extension of cover

Of 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.

5. Cancellation

- This policy may be cancelled at any time prior to departure on your insured journey. The policy cannot be cancelled once an Insured Journey has started, or after the expiry date of the Insured Journey.

6. Emigration and one way tickets

Cover for emigration or one way tickets will only be provided for the outbound flight and will expire once you leave the airport terminal at the destination airport.

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.

This insurance is only for legal residents of RSA.

The insured journey must begin in RSA (except for an Inbound journey by an non-RSA resident)

Cover can be provided for temporary or dual citizenship in RSA if the insured resided more than 50% of the year before the date of departure in RSA.

Cover on Inbound cover is only available to non-RSA citizens and where the period of insurance is in RSA.

The above applies to Local or Domestic Journeys.

8. Accumulation limit

The maximum amount we will pay out on any one policy per insured individual is R50,000.

9. Other insurance

This policy operates on a secondary basis. You must lodge your claim with the responsible airline or service provider first or any other insurance policy that covers your specified items. 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.

10. Currency

If expenses are incurred in a foreign currency, then the rate of exchange used to calculate the amount payable will be the rate at the date the expense or loss was incurred. In all cases the monetary limits shown in the policy are in South African Rand.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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.

SPORTS EQUIPMENT COVER BENEFITS

WE WILL PAY FOR:

The theft, damage or accidental loss to sporting equipment that occurs during the Insured Journey, up to the limit of liability stated in your Schedule of Benefits.

Specific conditions:

- 1. Limit of cover apply as per the Schedule of Benefits. You are advised to insure any items exceeding these limits on a separate All Risks policy.**
- 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.
- 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.
- An affidavit must be provided for all claims due to accident loss outlining the events that took place when the loss occurred. Proof of purchase or ownership must be submitted.
- You must take suitable precautions to secure the safety of your sporting equipment, and must not leave it unsecured or unattended or in an unattended unlocked vehicle.
- 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.

WE WILL NOT PAY FOR:

- More than the specified amount in your Schedule of Benefits for any single item.
- Damage caused due to or arising directly or indirectly from use of the sporting equipment for its intended or unintended use.
- Loss due to the sporting equipment left unsupervised in a public place or left with a person not travelling with you.
- Loss due to the sporting equipment left at such a distance from you that you are unable to prevent it from being taken.
- Loss due to the sporting equipment left in an unattended vehicle unless locked in a boot and entry into the vehicle is through visible, forcible and violent means.
- 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
- 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.
- Any loss, damage or theft that you cannot prove.
- Any mechanical, electrical or electronic breakdown.
- Any damage to or replacement of any electrical data or software.
- Loss of or damage to equipment not accompanying you on the same flight.
- Delay, detention, destruction or confiscation by custom officials or other authorities.
- Losses recoverable from any other source, such as airlines, or other insurance.
- Any criminal or intentional illegal act committed by you.
- War and Civil War:

Any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely:

1. War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war, civil commotion, mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power.
2. You will continue to be entitled to be covered for 7 calendar days from the start of the hostilities in case you are surprised by such events abroad (unexpected / no media warning prior to departure), and insofar as you don't actively participate in them.
16. 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.
17. The dispersal or application of pathogenic or poisonous biological or chemical materials.
18. Sanctions - we shall not be liable for any claim where you are or become during the course of the policy, subject to sanctions, prohibitions or restrictions under any United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom or United States of America. We shall not be liable to provide indemnity under this policy if to provide cover would be in violation of any political, economic or trading sanctions which prohibit us from providing cover under this policy. If we allege that, by reason of this exception, loss, damage or liability is not covered by this policy, the burden of proving the contrary shall rest upon you.

HOW TO CLAIM

Claims can be submitted when you return to your Country of Residence and must be submitted within 60 days of your return. Contact us on **+21 11 991 8419** for a claim form which must be completed and submitted back to us with all required supporting documents at assist@europassistance.co.za or fax number **+27 11 388 3544**.

We require the following information and documents in order for a claim to be assessed and paid out:

- 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.

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.

1. 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.

2. Your authorisation to us

2.1. 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.

2.2. You consent to such information being stored in the shared database and used as set out above.

2.3. You consent to such information being given to any insurer or its agent.

2.4. You consent to any underwriting information being verified against and shared with legally recognised sources or databases.

FAIS DISCLOSURE NOTICE

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

1. DETAILS OF THE INTERMEDIARY, BROKER AND THE INSURER

DETAILS	INTERMEDIARY	INSURERS
Name & Company reg. no.	Hepstar Financial Services. 2013/139291/07	Regent Insurance Company Limited. 1966/007612/06
FSP Status	FSP no. 45097, an authorised financial services provider	FSP no. 25511, an authorised financial services provider
Physical address	2 nd Floor, Cape Chambers, 19 Louis Gradner Street, Foreshore, Cape Town, 8001	146 Boeing Road East, Elma Park, Edenvale, 1609
Postal address	As above	PO Box 674, Edenvale, 1610
Telephone no.	021 468 4384	Regent Insurance 0860 734 368
Facsimile		011 574 2828

2. THE INTERMEDIARY

- The intermediary has been given a mandate to act on behalf of Regent.
- The intermediary does not have a shareholding in the insurers and has no substantial financial interest in the business of the insurers;
- The intermediary has received more than 30% of total insurance remuneration, including commission, from the insurers in the preceding year;
- Commission payable:
 - 20% (Incl. VAT when applicable) paid by Regent Insurance in respect of Personal Lines Insurance

3. CLAIMS PROCEDURE

- In order to claim, contact Regent on +27 11 991 8419;
- Notification of Claims
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 rejection of your claim. 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.

4. COMPLAINTS PROCESS

4.1. Complaint about the policy

- If you have a complaint about this policy, first try to resolve it with Hepstar Financial Services. If the matter cannot be resolved, 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 email: 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: 011 726 8900 Fax: 011 726 5501 and e-mail: info@osti.co.za.

4.2. Complaint about how the product was sold

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, 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: +27 12 470 9080 Fax: 012 348 3447 and e-mail: info@faisombud.co.za. Website: www.faisombud.co.za

4.3. 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.

5. 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.

6. GENERAL

Details in respect of the policy terms and conditions, premiums payable, claims procedures and your responsibility to pay premiums timeously are detailed in the policy wording.

7. WAIVER OF RIGHTS

The General Code of Conduct stipulates that no financial services provider may request or induce a client in any way to waive any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.