

Leisure Travel Insurance Policy Wording Car Rental Excess

CHUBB®

Welcome You're Now Chubb Insured

Insurer(s):

Chubb Insurance South Africa Limited
Registration number: 1973/008933/06, FSP number: 27176
Ground Floor, The Bridle, Hunts End Office Park, 38 Wierda Road West,
Wierda Valley, Sandton, 2196
PO Box 1192, Saxonwold, 2132
Telephone: +27 [0] 11 722 5700
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For Queries related to Chubb Travel Insurance:

Please contact the Intermediary - Hepstar Financial Services (Pty) Ltd
Telephone: 086 144 4548 from South Africa only (+27 [0]11 929 3185 for international support)
Mon – Fri 09h00 – 17h00
E-mail: info@hepstar.com

Claims service centre:

Telephone: 0860 223 252

Compliance service centre:

Telephone: 0860 223 266 , 0860 numbers are operational from SA only
Global address: www.chubb.com
South Africa: www.chubb.com/za

Welcome

Thank you for choosing Chubb Car Rental Excess Insurance. This document, including **Your Policy Schedule** and **Your Schedule of Benefits**, together with the completed application form supplied when applying for this insurance is **Your Car Rental Excess Policy**, which constitutes a contract between **You** and **Us**. In return for payment of the **Premium** when due, **We** agree to insure **You** during the **Period of Insurance**, subject to the **Policy** Terms, Conditions and Exclusions. This document contains full details of what is covered, what is not covered, the conditions that apply and how to make a claim.

Your Schedule of Benefits contains the level of cover that **You** have bought and shows the maximum amount **We** will pay under each Section. **You** must tell **Us** if any of the information **You** have given **Us** changes.

A change in circumstances may affect **Your** cover, even if **You** do not think a change is significant, and **We** may need to endorse this **Policy** accordingly. All changes in circumstances must be communicated to **Us** without delay. **We** will endorse this **Policy** each time a change is agreed.

If **you** have any questions, please contact **Us** and **We** will be happy to help



For and on behalf of Chubb Insurance South Africa limited

Schedule of Benefits

Sum insured figures in ZAR		Premier	Standard
Age Limits		21 years– 80 years inclusive	21 years– 80 years inclusive
Section 1 – Excess / Deductible Reimbursement			
1.1	Accidental damage to or theft of a rented motor vehicle	70,000	50,000
1.2	Accidental damage of windscreen or tyres	Included	Included
1.3	Accidental damage due to miss-fueling	10,000	-
1.4	Theft or accidental damage to external fixtures	5,000	-
Section 2 - Personal injury			
2.1	Death	100,000	50,000
2.2	Permanent Disabling Injuries	100,000	50,000
Section 3 – Baggage			
3.1	Theft of or accidental damage to baggage	25,000	15,000
	Single item limit	3,000	2,000
Section 4 – Replacement of Rental Motor Vehicle Keys			
4.1	Theft, accidental loss or damage to keys	10,000	8,000
Aggregate Limits		100,000	50,000

Preamble

Premium Payments

You are responsible for paying the **Premium** to **Us**. The **Premium** is due in advance. **We** will not be liable for any claims that occur prior to **Us** receiving **Premium**. **We** will not be obliged to accept **Premium** tendered to **Us** after the due date, but may do so at **our** sole discretion and on such terms as **We** may determine. Notwithstanding anything to the contrary contained in this **Policy** cover in respect of this **Policy** will not commence before the **Premium**.

Consumer Protection Information

This **Policy** should be read carefully to ensure that it has been prepared in accordance with requirements. If there are any queries, these should be directed to the **Us**. This **Policy** should be kept in a safe place - it may be needed for reference if a claim is made.

Financial Service 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.

Complaints Procedures

We are dedicated to providing a high quality service and want to maintain this at all times. If **you** have experienced any service issues, a complaint can be made to Chubb's Customer Service Manager or the **Intermediary** you purchased the insurance from. The **Intermediary's** contact details are:

- I. Telephone: 086 144 4548
- II. Email: info@hepstar.com

The **Ombudsman for Short Term Insurance (OSTI)** may be approached for assistance in limited circumstances if there is still dissatisfaction with the Insurers' final response. These Complaints Procedures do not affect any right of legal action the Insured Person may have against the Insurers. The OSTI can be contacted at telephone number +27 [0] 11 726 8900, fax number +27 [0] 11 726 5501 and e-mail info@osti.co.za.

These Complaints Procedures do not affect any right of legal action that **You** may have against **Us**.

Data Protection

We will use information given, together with other information supplied during the course of applying for and concluding the **Policy**, for the administration of this **Policy**, the handling of claims and the provision of customer services. The information may also be disclosed to and used by:

- a. **Our Service Providers** and agents;
- b. **Your** agents, where appointed; or
- c. Other insurers and regulatory bodies.

We may also transfer certain information to countries that do not provide the same level of data protection as South Africa. **You** acknowledge that the sharing of claims and underwriting information (including credit information) by **Us** is essential to enable the insurance industry to underwrite policies, assess risks, to reduce the incidence of fraudulent claims, is in the public interest and is with a view to limiting **Premiums**. **You** hereby waive all rights to privacy in respect of any insurance **Policy** or claim made or lodged and consent to such information being disclosed to any other insurance company or its agent. **You** acknowledge that the information provided may be verified against other legitimate sources or databases.

Important Information

The words and phrases appearing in bold type and starting with a capital letter in this **Policy** are explained in the **General Definitions** and have the same meanings wherever they appear. The words and phrases appearing in italics and starting with a capital letter in this **Policy** refer to specific sections of this **Policy** and the *Policy Schedule*.

Your Policy and Policy Schedule

Please check **Your** contract carefully to ensure that the cover provided meets **Your** needs, keep all documents in a safe place, take them with **You** when travelling, make a note of the *Important Phone Numbers* in **Your Policy Schedule** (or store them on **Your** mobile phone) and take them with **You** when travelling on a **Journey**. If **You** have any questions please contact **Your Intermediary** on 086 144 4548.

Persons Covered

- a. To be covered under this **Policy**, throughout the **Period of Insurance** **You** must:
 - (i) be a named **Person Insured** in the **Rental Agreement**;
 - (ii) between the ages of 21 to 80 years of age;
 - (iii) If **You** are 20 years of age when buying the insurance, but 21 years of age at the start of the **Period of Insurance**, **You** will be covered;
 - (iv) If you are 80 years of age when buying the insurance, but turn 81 years of age at any time during the **Period of Insurance**, **You** will not be covered;
 - (v) be continually resident in the **Country of Domicile**;
- b. At the time **You** applied 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*.
- c. **Your Policy** covers a **Journey** during the **Period of Insurance** that takes place as reflected in the *Policy Schedule*.

When Cover Will Start

- a. Subject to (b) below, cover will start, in respect of this **Policy** when the rental vehicle has been collected at the relevant rental company or agency, or on the effective date specified on the *Policy Schedule*, whichever occurs last, and shall not exceed a period of 90 days.
- b. Notwithstanding anything to the contrary contained in this **Policy** cover in respect of this **Policy** will not commence before the **Premium** is actually received by **Us** or the **Intermediary**.

When Cover Will End Automatically

Cover will end on the earliest of the following dates:

- a. The expiry date stated on **Your Policy Schedule**;
- b. Date **You** return the **Rented Motor Vehicle**;
- c. The date **Your Policy** is cancelled by **You** or **Us**;
- d. The **Person Insured** 81st birthday.

If a **Journey** continues beyond the **Return Date** on **Your Policy Schedule** or a **Journey** has been booked which begins after the **Return Date**, **You** must contact **Us** and **We** may extend the cover at **Our** discretion. If **You** do not contact **Us**, the remaining period of the **Journey** or any future **Journey** which has been booked will not be covered after the **Return Date** of this **Policy**.

General Definitions

The following General Definitions are applicable to the **Policy** as a whole:

1. **Accident** shall mean a sudden, external and identifiable **Event** that happens by chance and could not have been expected. The word **Accidental** shall be construed accordingly. If **Bodily Injury** is as a result of unavoidable exposure to severe weather conditions, **we** will consider it as having been caused by an **Accident**.
2. **Aggregate Limit** shall mean the maximum amount shown in the *Schedule of Benefits* that **We** will pay for any one **Insured Event** or all **Insured Events** occurring during any one **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 over all.
3. **Baggage** shall mean luggage, personal belongings, travel tickets, passports, visa's, travelers' cheques and travel documents.
4. **Benefit(s)** shall mean the payment of any amounts by **Us** in respect of the cover and amount of cover specified in the *Schedule of Benefits*.
5. **Bodily Injury** shall mean injury which is caused solely by accidental means and results in the **Person Insured's** death or disablement.
6. **Child/Children** shall mean any person who is unmarried and between the age of 3 months and 18-years of age or under 25-years of age if in full-time education and primary dependent on the **Person Insured** for maintenance and support and is not pregnant or a parent at the time of an **Insured Event**.
7. **Commercial Vehicle** shall mean any vehicle rented for the purpose of:
 - Transporting fare-paying passengers (legally or illegally);
 - Moving or transporting goods or services.
8. **Country of Domicile** shall mean the country in which **You** are domiciled during the **Period of Insurance** as reflected in the *Policy Schedule*.
9. **Date of Loss** shall mean:
 - (a) For **Bodily Injury**, the date of the **Accident**; or
 - (b) For **All Other Sections** of cover, the date of the **Insured Event**.
10. **Due To** shall mean directly or indirectly caused by, arising or resulting from or in connection with.
11. **End Date** shall mean the **End Date** in **Your Policy Schedule**.
12. **Event** shall mean all instances of **Bodily Injury** or any other **Accident**, **Insured Event**, loss or damage arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72-consecutive hours and within a 20-kilometer radius of the place where the event occurred. No event occurring outside such period and/or radius shall be included in that event.
13. **Excess/Deductible** means an amount which is actually paid by **You** to the vehicle rental company due to the occurrence of an **Insured Event**.
14. **External Fixtures** shall mean any external structure, item or mechanism owned by the vehicle rental company which has been permanently attached and secured to the exterior of the **Rented Motor Vehicle**. This includes the contents and components specifically designed for attachment to a motor vehicle, and which is rented as part of the **Rental Agreement**.
15. **Illness** shall mean any fortuitous sickness or disease contracted, commencing or first manifesting itself during a **Journey**.
16. **Insured Event** shall mean an event stated in the *Schedule of Benefits*.
17. **Intermediary** shall mean Hepstar Financial Services (Pty) Ltd.
18. **International Journey** shall mean a **Journey** commencing when a **Person Insured** passes through passport control from within the **Country of Domicile**, to the *Destination(s)*, including the return **Journey** until they pass back through passport control.
19. **Journey** shall mean any **Local Journey** or **International Journey** detailed in the *Policy Schedule*, undertaken by **You** during the **Period of Insurance**, for which relevant **Premium** has been paid to **Us** and undertaken within 90-days of the *Inception Date and Time*.
20. **Local Journey** shall mean a **Journey** of more than 100 kilometres away from **Your** usual residence or place of work, commencing from the time the **Rented Motor Vehicle** is collected to **Your** destination, both of which are within the territorial limits of the Republic of South Africa, including the return **Journey** to the agreed **Rental Motor Vehicle** drop off point.
21. **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.
22. **Loss of Limb** shall mean:
 - (a) in respect of an arm
 - (i) permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
 - (ii) the permanent total loss of use of an entire hand or arm;
 - (b) in respect of a leg:
 - (i) physical severance or total loss of use above the level of the ankle (talo-tibial joint); or
 - (ii) the permanent total loss of use of an entire foot or leg;
23. **Loss of Sight** shall mean total and irreversible loss of sight confirmed by medical evidence of a qualified ophthalmic specialist and **We** are satisfied that the condition is permanent and without expectation of recovery.
24. **Loss of Speech** shall mean total and permanent loss of the ability to make a comprehensible word or an understandable verbal language.

25. **Other Insurance(s)** shall mean any **Insured Event** or claims covered, paid or payable for the whole or any part under any other policy, including any statutory insurance, other insurance, other travel insurance, automatic credit card travel insurance or medical aid cover.
26. **Passenger** a **Person Insured** who is traveling in an rental vehicle, but is not a named driver in terms of the **Rental Agreement**.
27. **Permanent Disabling Injury** shall mean disability which has lasted for at least 12-months and which in **Our** opinion is beyond hope of recovery and will in all probability continue for the remainder of a **Person Insured's** life.
28. **Period of Insurance** shall mean the period between:
(a) the **Start Date** and time shown in **Your Policy Schedule**; and
(b) the **End Date** and time shown in **Your Policy Schedule**.
29. **Person(s) Insured**, shall mean **You**, the named driver appearing on the **Rental Agreement** governing the **Rental Motor Vehicle** or any additional named driver on the **Rental Agreement** as well as any **Passengers** and **Child/Children** in the **Rented Motor Vehicle**.
30. **Policy** shall mean this document, the *Policy Schedule*, the *Schedule of Benefits* and any subsequent endorsements to the aforesaid documents together with the completed application form supplied when applying for this insurance.
31. **Premium** shall mean the amount shown on the *Policy Schedule* to be paid by **You** in respect of the specified **Journey** or any amount which subsequently becomes due as a result of endorsement of the **Policy**.
32. **Qualified Medical Practitioner** shall mean a person registered with a current legal licence to practice medicine under the laws of the country in which they practice other than:
(a) a **Person Insured**; or
(b) a member of **Your** immediate family.
33. **Rental Agreement** shall mean a written agreement between **You** and a registered vehicle rental company, governing the terms of use of the **Rented Motor Vehicle** rented from the vehicle rental company.
34. **Rented Motor Vehicle** shall mean a motor vehicle other than a **Commercial Vehicle**, which forms the subject of a **Rental Agreement** and includes all accessories of the motor vehicle and any **External Fixtures**.
35. **Specific Conditions and Specific Exclusions** shall mean those conditions and exclusions more specifically stated in the Sections to which they specifically apply.
36. **Unattended** means where **You**, a named driver appearing on the **Rental Agreement** or a **Passenger** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Baggage** or vehicle.
37. **War** shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.
38. **We/Us/Our** shall mean the Chubb Insurance Limited.
39. **You/Your/Yourself** means the principal person insured shown in the *Policy Schedule* and in respect of whom the **Premium** has been paid, including anyone else named as an insured driver on the **Rental Agreement** and including for purposes of Section 2 (Road Related Personal Accident Benefit), the **Passengers** of the **Rented Motor Vehicle**.

General Conditions

The following **General Conditions** are applicable to the **Policy** as a whole:

1. This document, the *Policy Schedule*, the *Schedule of Benefits*, and any endorsements thereto, together with the contents of the completed application form supplied when applying for this insurance, shall be read together as one contract and any word or expression to which specific meaning has been attached shall, unless the context otherwise requires, bear such meaning wherever it may appear.
2. This **Policy** covers **Persons Insured** from 21 years of age up to and including 80-years of age at the date of an **Insured Event**.
3. The period of any one **Journey** is specified in **Your Policy Schedule** and is limited to a maximum of 90-consecutive days.
4. No sum payable by **Us** under this **Policy** shall carry interest.
5. We may cancel this **Policy** by giving 30-days' written notice to **You** at **Your** last known address and in such event the **Premium** for the period up to the date when the cancellation takes effect shall be calculated and **We** shall promptly return any unearned portion of the **Premium** paid provided no claim has been made against this **Policy**.
6. **You** may cancel this **Policy** and request a refund by giving **Us** written notice within 14 days of receipt of this **Policy**, but before the trip departure date. Provided no claim has been made.
7. **We** will only be liable to pay **Our** pro-rata portion of any claim submitted in terms of this **Policy** if **You** or any **Person Insured** has **Other Insurance**, subject to the following:
 - (a) if in **Our** discretion **We** decide to pay the claim in full, then **We** will not be obliged to make payment unless **You** cede to **Us** all of **Your** rights in respect of the **Other Insurance**;
 - (b) if **We** have already paid **Benefits** in terms of this **Policy**, all of **Your** rights in respect of the **Other Insurance** will be ceded automatically to **Us**;
 - (c) a cession in terms of **General Conditions 7.a or 7.b** will allow **Us** to do all things necessary to claim against any other insurer, company or organization and institute legal proceedings against them if the **Other Insurance** is not paid;
 - (d) without limiting any provision of this **Policy** or any legal obligation, **You** must co-operate fully with **Us** in relation to the **Other Insurance** or legal proceedings including:
 - (i) not doing anything to prejudice or limit **Our** rights;
 - (ii) Providing **Us** with all relevant information and documents **We** require;
 - (iii) signing any document or affidavit that **We** may request to enable **Us** to exercise **Our** rights.
8. Notwithstanding **General Condition 7**, the **Benefits** under this **Policy** may not be ceded and/or assigned by **You**. **We** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported cession and/or assignment or other dealing with or relating to this **Policy**.
9. This **Policy** is between **You** and **Us** only and all of its provisions and conditions are for the sole and exclusive benefit of the said parties. Nothing in this **Policy**, express or implied, is intended to confer upon any other person any rights, benefits or remedies of any nature whatsoever under this **Policy** or any of its provisions. Without limitation, no third party shall have any rights under this **Policy** or any right to receive **Policy Benefits**.
10. **We** have the right to commence or take over legal proceedings in **Your** name for the defense or settlement of any claim, or to sue or prosecute any other party to recover monies payable by them at law. **You** must co-operate with **Us** and may not do anything to hinder or prejudice **Our** rights.
11. This **Policy** will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of **You**, subject to the provisions of the Short-term Insurance Act 53 of 1998.
12. **You** agree that:
 - (a) this **Policy** shall be governed and construed in accordance with the Law of the Republic of South Africa and the South African courts alone shall have jurisdiction in any dispute; and
 - (b) communication of and in connection with this **Policy** shall be in the English language.
13. **We** do not accept any liability for any other products including financial products and/or services sold, insurance or assurances provided or underwritten in conjunction with this **Policy** by any other person, company, organisation including **Service Providers**, medical aid societies, financial services companies, insurance companies, assistance companies or the like that are not specifically appointed by **Us** and acting on **Our** behalf.
14. **Specific Conditions** relevant to the individual sections of this **Policy** are located and contained in the appropriate Section.
15. All sums insured will be deemed VAT inclusive.
16. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Eligibility Condition

To be covered under this **Policy** **You** and all other **Persons Insured** under this **Policy** must have your main residence in **Your Country of Domicile** when this Policy is taken out.

Claims Conditions

The following Claims Conditions are applicable to the Policy as a whole:

1. **You** must notify **us** immediately by telephone on 0860 223 252 and thereafter send **us** a claim Form within 30-days of the **Date of Loss**.
2. **You** shall, at **Your** expense, provide **Us** with all documents, certificates, signed medical certificates, receipts, information and evidence as **We** may from time to time reasonably require in the form prescribed by **Us**. **We** shall be allowed at **Our** expense, upon reasonable notice, to request a medical examination as appropriate.
3. We shall have the right to access **Your** current or prior medical records in order to finalise and/or proceed with the assessment of a claim and/or render medical assistance. As provided for by this clause, **You** shall be deemed to have given **Us** written consent to access any of **Your** current or prior medical records.
4. We have the right to utilise **Your Public Conveyance** ticket to offset **Our** expenses in the purchase of a replacement **Public Conveyance** ticket.
5. Claims involving foreign currency will be converted into the currency in which the **Premium** and **Benefits**/indemnity limits are shown, at the selling rate of exchange published by **Our** bankers on the day nearest to the date of payment.
6. If any claim under this **Policy** shall be in any respect fraudulent or if any fraudulent means or devices were used by **You**, a **Person Insured** or anyone acting on **Your** behalf to obtain **Benefit** under this **Policy**, **We** shall be under no liability in respect of such claim.
7. Where **You** dispute **Our** rejection of **Your** claim or cancellation of **Your Policy**, **You** must make representation to **Us** in respect of the decision within 90-Days of the date of **Our** rejection or cancellation letter. Thereafter, **You** must take legal action by way of the service or summons against **Us** within 180-Days of the date of **Our** rejection or cancellation letter, failing which **You** will forfeit **Your** claim and no liability can arise in terms of such claim.
8. **You** must comply with the *General Conditions* and the *Specific Conditions* detailed in the relevant Sections of this **Policy**.
9. **You** must send **Us** any original written, summons, legal process or other correspondence received in connection with a claim immediately as it is received and without answering it.
10. **You** must take ordinary and reasonable care to safeguard against loss, damage, **Accident** or **Bodily Injury** as though **You** were not insured. If **We** believe **You** or any **Person Insured** has not taken reasonable care of property, the claim may not be paid. The items insured under this **Policy** must be maintained in good condition.
11. **You** must not do the following without **Our** written agreement:
 - (a) Admit liability, or offer or promise to make any payment; or
 - (b) Dispose of items sell or otherwise dispose of any item or property for which a claim is being made, or abandon any item or property.
12. **You** must recognise **Our** right to:
 - (a) choose either to pay the amount of a claim (up to any **Policy** limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;
 - (b) inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;
 - (c) take over and deal with the defense or settlement of any claim in **Your** name and keep any amount recovered;
 - (d) settle all claims in Rands;
 - (e) 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;
 - (f) receive appropriate original medical certificates where required before paying a claim, supplied by **You** at **Your** expense; and
 - (g) 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.
13. Where **You**, or **Your** personal representatives do not comply with any obligation to act in a certain way specified in this **Policy**, **We** reserve the right not to pay a claim.
14. **Benefits** are payable as follows and will be a valid discharge of **Our** liability under this **Policy**:
 - (a) *Section 2.1 – Death*:
 - (i) where **Bodily Injury** results in **Your** Death, the **Benefit** will be paid to **Your** estate and the receipt given to **Us** by **Your** personal representatives shall be a full discharge of all liability by **Us** in respect of the **Claim**;
 - (b) All other **Sections**
 - (i) **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**.
15. For **Permanent Total Disability** of a **Child**, the most we pay is 20% of the **Benefit** limit.
16. For death of a **Child**, the most **We** pay is the lower amount of either:
 - a) 20% of the **Benefit** limit; or
 - b) The amount allowed by law at the **Date of Loss**.

General Exclusions

The following *General Exclusions* are applicable to the **Policy** as a whole. **We** shall not be liable for payment of any loss, claim, indemnity or **Benefit** amount **due to**:

1. A **Person Insured** not meeting the eligibility criteria detailed under *Persons Covered* in the *Preamble* of this **Policy**.
2. Any **Insured Event** which takes place on a **Journey** described under *Journey's Not Covered* in the *Preamble* of this **Policy**.
3. A **Person Insured** committing or attempting to commit any illegal act.
4. A **Person Insured** committing or attempting to commit suicide, intentionally inflicting self-injury, regardless of the state of their mental health, or needlessly exposing themselves to danger, except in an attempt to save human life.
5. A **Person Insured** travelling to any country which is, or whose armed forces are, engaged in **War** where that part of a **Journey** commences after the outbreak of such **War**.
6. **War** or any act of **War** whether **War** is declared or not.
7. **Terrorism** - we will not cover any losses or costs incurred as a result of any active participation in an act of terrorism. This exclusion does not apply whereby any **Person Insured** is innocently caught up by an act of terrorism in which they incur **Bodily Injury** that requires hospitalisation.
8. A medical condition for which a **Person Insured** chose not to take medication or other recommended treatment as prescribed or directed by a **Qualified Medical Practitioner**.
9. A **Journey** undertaken against the advice of a **Qualified Medical Practitioner**.
10. A **Person Insured** suffering from any anxiety state, stress, depression, or any phobia or mental or nervous disorder, that was diagnosed before the **Period of Insurance** commenced or the **Journey** was booked (whichever is later).
11. Mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche, snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the **Journey** was booked.
12. Under the influence of alcohol or solvents or ingesting drugs except for drugs which are properly prescribed.
13. A **Person Insured** driving a vehicle of any kind whilst the alcohol level in their blood or breath exceeds the legal limit of the country in which they are driving.
14. A **Person Insured** taking part in any of the following while on a **Journey** performing as a **Professional** in any leisure activities, sports or winter sports.
15. Any epidemic and pandemic events.
16. **We** will not be liable to make any payment under this **Policy** where the **Insured Person** does not meet the **Eligibility Condition**.

Benefits

Section 1 - Excess/Deductible reimbursement

1 How we pay

If **You** have a valid claim, **We** will pay **You** only up to the benefit limit specified in the *Schedule of Benefits*. This applies to all the **Insured Events** and items **We** insure listed in the *Schedule of Benefits*.

2 What we insure

We will refund **You** the **Excess/Deductible** you have to pay the vehicle rental company as a result of *accidental damage* to or theft of a **Rented Motor Vehicle** up to the amount specified in your *Schedule of Benefits*.

3 Section 1 – Excess/Deductible reimbursement – Specific Conditions

3.1 The **Rented Motor Vehicle** must be rented from a registered vehicle rental company.

3.2 **You** must report any accidents or theft to the police as soon as possible. **You** must get a written report from the police.

3.3 **You** must give us proof that you paid the relevant **Excess/Deductible** to the vehicle rental company.

4 Section 1 - Excess/Deductible reimbursement – Specific Exclusions

We do not pay in the following circumstances:

4.1 Breach of the **Rental Agreement**.

4.2 Damage to the **Rented Motor Vehicle** if it is used for off road purposes.

4.3 Damage to Commercial vehicles or motorcycles.

Section 2 - Road Related Personal Accident Benefit (Death and Permanent Disablement)

1 What we insure

1.1 If **You** sustain a **Bodily Injury** as a direct result of an **Accident** with **Your Rented Motor Vehicle** that results in death or permanent disablement, **We** will pay **You** a percentage of the **Benefit amount** as set out in the Table of Benefits at the end of Section 2.

1.2 If **You** disappear and after 12 months it is reasonable to believe that **You** may have died from a **Bodily Injury** as a direct result of an **Accident** with **Your Rented Motor Vehicle**, **We** will pay the death **Benefit** amount to **Your** deceased estate. **Your** beneficiary or the executor of your deceased estate must give **Us** a signed undertaking that the **Benefit** will be repaid to **Us** if **You** did not die or if **You** did not die from an **Insured Event**.

2 Section 2 - Road Related Personal Accident Benefit (Death and Permanent Disablement) – Specific Conditions

2.3 If **We** accept a claim for permanent disablement and **We** pay the **Benefit** amount, **Your** insurance under this *Section 2: Road Related Personal Accident Benefit* comes to end.

2.4 **We** only pay for permanent total disablement if **We** receive proof from **Your** medical practitioner that the disablement will most likely continue for the rest of **Your** life.

2.5 **We** will not pay more than 100% of the **Benefit** limit when more than one injury arises from the same accident.

2.6 If **You** have an existing medical condition, weakness or other physical or mental disability and it is made worse by an **Accident**, **We** will calculate the **Benefit** by the degree the condition is made worse. **We** will base **Our** calculations on medical evidence.

2.7 If the consequences of an **Accident** are worse because of a medical condition that existed before this **Policy** started, we will calculate the **Benefit** by considering the consequences the **Accident** would have had if the medical condition did not exist. This does not apply if the medical condition came about because of an earlier accident **You** had for which a benefit has been or will be paid under this **Policy**.

2.8 If **You** die of natural causes before **Your** disability is confirmed by a medical practitioner, **We** will pay what we would have had to pay for the permanent disablement. **We** will not pay the **Benefit** amount that applies to death.

2.9 If a **Child** under the age of 18 years dies, we pay the lower amount of either:

2.9.1 20% of the **Benefit** limit; or

2.9.2 The amount that is stated by law at the **Date of Loss**.

2.10 For **Permanent Disablement** of a **Child**, the most we pay is 20% of the **Benefit** limit. However, we do not pay any **Benefit** for **Permanent Total Disablement** of a **Child**.

3 Section 2 - Road Related Personal Accident Benefit (Death and Permanent Disablement) – Specific Exclusions

We do not pay any benefit under this *Section 2: Road Related Personal Accident Benefit* for any **Insured Events** caused by any type of illness or bacterial infection. We will pay, however, if you get the illness or bacterial infection from blood poisoning or medical treatment resulting from an accidental cut or wound sustained during the **Period of Insurance**.

2 Table of benefits for death and permanent disablement

Insured event	Percentage of limit
Category 1 – Death	
As a result of an accident	100%
As a direct result of exposure to the elements of nature as a direct result of an accident	100%
Disappearance where presumed dead	100%
Category 2 – Permanent total disablement	
Permanent total disablement as a result of an accident or exposure to the elements as a direct result of an accident	100%
Total, permanent and irrecoverable loss of hearing in both ears	100%
Total, permanent and irrecoverable loss of hearing in one ear	50%
Total, permanent and irrecoverable loss of sight in both eyes	100%
Total, permanent and irrecoverable loss of sight in one eye	50%
Total, permanent loss of both hands or feet	100%
Total, permanent loss of one hand or one foot	50%
Total, permanent loss of speech	100%
Total, permanent loss of four fingers and thumb of either hand	50%
Total permanent disabilities not otherwise provided for under the insured events listed above	15%

Section 3 - Baggage

1 How we pay

If **You** have a valid claim, **We** will pay only up to the benefit limit. This applies to all the events and items we insure listed in the paragraphs that follow.

2 What we insure

We will pay **You** for the theft of or damage to the items listed below that **You** have with **You** in **Your Rented Motor Vehicle** during the **Period of Insurance**. These items are:

1. Baggage;
2. Contact lenses, prescription glasses or sunglasses;
3. Computers and similar electronic equipment;
4. Cell phones.

3 Section 3 – Baggage – Specific Conditions

- 3.1 **You** must take care of and keep safe the items listed in clause 2 of this section. The items must be locked in the boot, covered baggage area or the glove box of the **Rented Motor Vehicle**. You must not leave the items unattended in an unlocked **Rented Motor Vehicle**.
- 3.2 **You** must take all reasonable steps to attempt to recover items listed in clause 2 if they are damaged or stolen.
- 3.3 **You** must report any damage or theft of **Your** baggage to the local police or appropriate authority as soon as possible after **You** discover the loss or damage. **You** must get a written acknowledgement of the report.
- 3.4 **We** pay up to the **Benefit** amount for each single item stolen or damaged during the **Period of Insurance**. We treat the following items as a single item for each category:
 - 3.4.1 A camera and its lenses and accessories;
 - 3.4.2 A video camera and its lenses and accessories;
 - 3.4.3 Sports equipment sets;
 - 3.4.4 A cell phone and its fittings and accessories;
 - 3.4.5 A laptop, palmtop, notebook or similar electronic equipment, and its fittings and accessories (including discs, storage mechanisms and carry cases).
- 3.5 If **You** claim for damage or theft of one or more items the most we pay is the **Benefit** amount for **Baggage** shown on the *Schedule of Benefits*. This applies even if the sum of all your claims is more than that amount.
- 3.6 The most **We** pay for the repair or replacement cost of cell phones and their fittings and accessories is the **Benefit** amount for **You**.
- 3.7 The most we pay for the repair or replacement cost of laptops, palmtops, notebooks, iPads, cameras, cell phones or similar electronic equipment and their fittings and accessories (including discs, storage mechanisms and carry cases) is the **Benefit** amount for **You**.
- 3.8 Proof of ownership of laptops, palmtops, notebooks, iPads, cell phones or similar electronic equipment and cameras is required in the event of a claim.
- 3.9 **You** must provide **Us** with proof from **Your** cell phone service provider that **Your** cell phone has been blacklisted.
- 3.10 For jewellery claims, **We** must receive the original or certified copies of valuation certificates (or some other form of proof that **We** agree to that were issued before the start date of the **Period of Insurance**. This condition applies to all jewellery including gifts and inherited items.
- 3.11 The most **We** pay for contact lenses, prescription glasses or sunglasses is the **Benefit** limit for each pair.

4 Section 3 – Baggage – Specific Exclusions

We will not pay for:

- 4.1 Any damage or theft that **You** cannot prove. **We** may ask **You** to show **Us Your** receipts and proof of ownership;
- 4.2 Any theft or damage not reported to the relevant police authority;
- 4.3 Theft carried out directly or indirectly by family;
- 4.4 Damage to or replacement of any electronic data or software;
- 4.5 Scratching or breakage of fragile or brittle items;
- 4.6 Damage or loss not arising from an **Insured Event**;
- 4.7 Loss or damage to money, bonds, share certificates, guarantees, stamps, negotiable instruments, deeds, securities or any kind of bullion or documents;
- 4.8 Contractual duties **You** might have in relation to a cell phone, computer or similar electronic equipment;
- 4.9 Consequential loss or damage of any kind due to theft or damage of **Your Baggage**;
- 4.10 Damage to or theft of any **Baggage** intended for sale or trade;
- 4.11 Loss or damage of **Baggage** that is not as a result of theft or attempted theft from **Your Rented Motor Vehicle**.

Section 4 - Replacement of rental motor vehicle keys

1 How we pay

If **You** have a valid claim, **We** will pay only up to the benefit amount as shown in the *Schedule of Benefits*. This applies to all **Insured Events** listed in the *Schedule of Benefits*.

2 What we insure

- 2.1 **We** will refund **You** for any **Excess/Deductible** payment or cost **You** incur in order to replace the **Rented Motor Vehicle** keys if they are lost, stolen, or accidentally damaged during the **Period of Insurance**.
- 2.2 **We** will also refund **You** for the costs **You** incur to replace the locks of the **Rented Motor Vehicle** or for a locksmith to gain entry to the **Rented Motor Vehicle**.

3 Section 4 - Replacement of rental motor vehicle keys – Specific Exclusions

We do not pay for more than 2 (two) incidents of loss, damage or theft of **Rented Motor Vehicle** keys during the **Period of Insurance**.

**NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS
IMPORTANT - PLEASE READ CAREFULLY DISCLOSURE AND OTHER
LEGAL REQUIREMENTS**

(This notice does not form part of the Insurance Contract or any other document)

As a Short-term Insurance policyholder, or prospective policyholder, you have the right to the following information:

Statutory notice	Information
1. About the intermediary (insurance broker or representative) <ol style="list-style-type: none"> Name, physical address and telephone number. The Intermediary is an authorised financial services provider and holds a written mandate to act on behalf of the insurer and collect premiums. The Insurer and Intermediary do not own any shares in each other. Hepstar is in possession of professional indemnity insurance cover. The Intermediary receives the maximum regulated commission (20%) and binder fees for services provided on behalf of the Insurer. 	Contact Details: Hepstar Financial Services (Pty) Ltd (Reg. No. 2013/139291/07) Physical Address: 2 nd Floor, 19 Louis Gradner Street, Cape Town, 8001 Tel: +27 (0)861 444 548 FSP No: 45097
2. About the insurer <ol style="list-style-type: none"> Name, physical and postal address and telephone numbers. Telephone number of compliance department of the insurer. Details of how to institute a claim and/or complaint. Type of policy: refer to your policy schedule. Extent of premium obligations, manner of payment of premium, due date of premiums and consequences of non-payment: refer to policy schedule. Fees: The premium displayed on your quote, policy schedule or renewal will be payable. Complaints procedure: visit our website www.chubb.com/za Chubb Insurance South Africa Limited is in possession of Professional Indemnity Cover. 	Contact Details: Chubb Insurance South Africa Limited Reg No: 1973/008933/06) PO Box 1192, Saxonwold, 2132 Located at: Ground Floor, The Bridle, Hunts End Office Park 38 Wierda Road West, Wierda Valley Sandton Tel: 011 722 5700 FSP No: 27176 Compliance Officer: Arnold Schoombee PO Box 1192 Saxonwold 2132 Tel: 011 722 5751 Fax: 011 783 0812
3. Other matters of importance <ol style="list-style-type: none"> You must be informed of any material changes to the information referred to in paragraph 1 and 2. If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 days. If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term Insurance. Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim. If premium is paid by debit order: <ol style="list-style-type: none"> it may only be in favour of one person and may not be transferred without your approval; and the insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order. The insurer and not the intermediary must give reasons for repudiating your claim. Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you. You are entitled to a copy of the policy free of charge. 	
<p>Should you have any complaints about the availability or adequacy of information herein, or about our claims or underwriting service, please bring this to the attention of our compliance officer.</p> <p>Our Complaints resolution procedure can be viewed at our website: www.chubb.com/za</p> <p>Your policy document contains the details of procedures to follow in the event of a claim. Should anything not be clear, please contact your insurance advisor or Chubb Insurance South Limited for assistance.</p>	
4. Warning Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents handed to you. Make note as to what is said to you. Don't be pressurised to buy the product. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.	
5. Particulars of Short term Insurance Ombudsman who is available to advise you in the event of claim problems, which are not satisfactorily resolved by the insurance intermediary and/or the insurer.	PO Box 32334 BRAAMFONTEIN, 2017 Tel: (011) 726-8900 Fax: (011) 726-5501 info@osti.co.za
6. Particulars of Registrar of Short-term Insurance. Financial Service Board	PO Box 35655 MENLO PARK, 0102 Tel: (012) 428-8000 Fax: (012) 347-0221
7. Particulars of the FAIS Ombud	PO Box 74571 LYNWOOD RIDGE, 0040 Tel: (012) 470 9080 Fax: (012) 348 3447

OTHER IMPORTANT INFORMATION

Claims	Procedures for the submission of claims and your responsibilities are detailed in the policy document in the section of the policy headed GENERAL CONDITIONS. In the event of a possible claim you must notify your advisor or Chubb Insurance South Africa Limited as soon as reasonably possible and submit a completed claim form as soon as practicable but within 30 days. When we are dealing with any claim you must give us any information and help we reasonably ask for.
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General	The policy wording and schedule must be read as one document. If you need advice on any aspect of your policy, first amounts payable [excesses], claims procedures or your responsibility to pay premiums, please contact your insurance advisor or Chubb Insurance South Africa Limited.
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