



## **Travel Insurance**

# **Terms & Conditions**

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### **1** IMPORTANT INFORMATION AT A GLANCE

### 1.1 WHAT TO DO IN AN EMERGENCY:

Contact us as soon as possible on **01-2806500 ext. 1000** and quote you're Policy Number (refer to your certificate or emergency card). We will provide you with a claim form which must be completed and submitted to us as soon as possible for us to obtain all the necessary information relating to the claim.

Phone us on 01-2806500 ext. 1000 and quote your Policy Number.

### 1.2 HOW TO CONTACT US:

If you would like more information or advice, contact the **Travelstart Nigeria** during office hours. This is an important document. Please keep it in a safe place.

#### 1.3 UNDERSTANDING YOUR POLICY:

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

- a) 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). Not all plans have all the benefits described in the policy wording; the Schedule of Benefits identifies the benefits for each plan.
- b) General Conditions apply to all sections. If you do not meet these conditions we may not be able to pay a claim.
- c) 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.
- d) Once you have selected your level of cover and paid the premium shown, we will provide you with a Certificate of Insurance, which will entitle you to claim under the policy up to the amount stated in the Schedule of Benefits.

#### 1.4 PRE-EXISTING MEDICAL CONDITIONS COVER:

Not all the plans automatically provide cover for travelers with a Pre-Existing Medical Condition (see Definitions). If you have a Pre-Existing Medical Condition we will not pay for any medical claim related to your condition if you did not meet the applicable conditions.

### 1.5 IF YOU HAVE A COMPLAINT:

Contact the Cornerstone Insurance LTD (Registration No: RC 163170) on:

### Tel: 01-2806500 ext. 1000

E mail: enquiries@cornerstone.com.ng / complaints@cornerstone.com.ng

Alternatively you can contact Hepstar with complaints related to the provision of financial advice or mediation: <u>complaints@hepstar.com</u>

If you have any questions in regards to the product or the provision of a customized cover you can contact Hepstar at: info@hepstar.com

# CORNERSTONE INSURANCE PLC | POLICY TERMS AND CONDITIONS

### Introduction

This policy document, the information you have provided and the Schedule of Benefits issued to you, form the contract of insurance between us (Cornerstone Insurance PLC) and you (the insured). In return for your premium and provided you comply with the terms and conditions of the policy, we will provide the cover described in the policy and Policy Schedule.

## 2 DEFINITIONS

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

### 2.1 ACCIDENT

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

### 2.2 ACCIDENTAL LOSS

means items lost or forgotten.

### 2.3 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.

#### 2.4 AIDS

Acquired Immune Deficiency Syndrome) will have the meaning assigned to it by the World Health Organisation and will include H.I.V. (Human Immune Deficiency Virus).

### 2.5 AREA

means Nigeria .

#### 2.6 BAGGAGE

means your personal belongings accompanying you while you are travelling.

#### 2.7 BUSINESS ASSOCIATE

means a partner, director or employee of yourself, under the age of 65 years.

#### 2.8 CHILDREN or CHILD

means your natural or adopted Children travelling with you, who are, under the age of 21 years, unmarried, not pregnant, without Children, primarily dependent on your maintenance and support and not in full-time employment.

#### 2.9 COUNTRY OF RESIDENCE

means the country you are a citizen or permanent resident of.

#### 2.10 EFFECTIVE DATE OF COVERAGE

Means for all sections of cover, from the date of departure of your Insured Journey.

#### 2.11 EXCESS

means the first amount, or period, of each and every loss payable by you as shown in the Policy Schedule.

### 2.12 EXTREME SPORT

means any sport featuring speed, height, danger, a high level of physical exertion, highly specialised gear, or spectacular stunts including both competitive and non-competitive activities. Examples: Heli-skiing, BASE jumping.

#### 2.13 HAZARDOUS ACTIVITIES

means any activity which introduces or increases the possibility or the extent of a loss.

#### 2.14 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.

### 2.15 INBOUND JOURNEY

means an Insured Journey that starts outside the Area to the destination within the Area. This includes the return journey back to the point of departure.

#### 2.16 INSURED JOURNEY

means the period for which this travel insurance is purchased.

#### 2.17 LOCAL JOURNEY

means a journey of more than 100 kilometres from your usual place of residence or business within Nigeria.

#### 2.18 MANUAL LABOUR

means unskilled, semi-skilled, and/or skilled labour involving working with your hands and/or operation of mechanical and/or nonmechanical machinery and/or equipment.

#### 2.19 MECHANICALLY PROPELLED VEHICLE

means any self-propelled vehicle and includes:

- a) A trailer attached to a vehicle, and
- b) A vehicle that has pedals and an engine or an electric motor as an integral part thereof or attached thereto and which is designed or adapted to be driven by means of such pedals, engine or motor, but does not include
- c) any vehicle propelled by electrical power derived from storage batteries and which is controlled by a pedestrian; or
- d) any vehicle with a mass not more than 230 kilograms and specially designed and constructed, and not merely adapted, for the use of a person suffering from any physical defect or disability and used only by that person.

#### 2.20 OUTPATIENT TREATMENT

means treatment given at a hospital, consulting room, doctor's office or outpatient clinic. This does not include a day-case or an inpatient (stay in a hospital bed) treatment.

#### 2.21 PERSONAL EFFECTS

means your personal belongings normally carried or worn on you.

#### 2.22 POINT OF DEPARTURE

In respect of a local journey, means point of departure from your usual place of residence or business.

#### 2.23 POLICY

means this is your contract of insurance and will include later endorsements.

#### 2.24 PRIVATE MOTOR VEHICLE

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

### 2.25 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) Take prescribed medicine, or
- c) 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) Received a terminal prognosis, or
- g) An ongoing medical condition of which you are aware

### 2.26 PROFESSIONAL SPORT

means any sport for which you receive or earn in Excess of 50% of your income.

#### 2.27 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.

#### 2.28 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.

#### 2.29 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.

### 2.30 SCHEDULES OF BENEFITS

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

#### 2.31 SPORT: COLLISION

means athletes purposely hit or collide with each other or inanimate objects, including the ground, with great force. Example: football, rugby, hockey and netball.

### 2.32 SPORT: FULL-CONTACT

means includes significant physical contact between athletes involved, with the aim of causing a knockout, or rendering the opponent unable to continue the match. Examples: boxing, judo and full-contact karate.

#### 2.33 SPORT: SEMI-CONTACT

means a combat sport involving striking and which contains physical contact between combatants simulating full-power techniques. Techniques are restricted to limited power, and rendering the opponent unconscious is forbidden. Example: Kung-fu.

#### 2.34 TERRORIST ACT

means any act which is verified as an act of terrorism by the government of the country where the act occurs, 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.

#### 2.35 TRAVEL COMPANION

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

#### 2.36 TRAUMATIC EVENT

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

#### 2.37 TRAVEL SUPPLIER

means a scheduled airline providing travel within Nigeria as well as cruise line, rail or coach operator, car rental company and hotel accommodation, booked prior to departure, licensed in any of the countries mentioned in this definition.

#### 2.38 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.

### 2.39 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).

### 3 SECTION 1: PERSONAL ACCIDENT BENEFITS

#### 3.1 YOU ARE COVERED FOR:

If you suffer accidental bodily Injury while in flight or not, which causes you permanent disablement within 12 months of the Accident, we will pay the amount specified in the schedule of benefits to you or your beneficiary.

If you suffer accidental bodily Injury in any incident other than while in flight which causes your death within 12 months of the Accident, we will pay the amount specified in the schedule of benefits to you or your beneficiary.

#### 3.1.1 WE WILL PAY:

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	
Death	100%	
Permanent Disablement:		
Loss of two limbs	100%	
Loss of both hands, or of all fingers and both thumbs	100%	
Total loss of sight of both eyes	100%	
Loss of speech	100%	
Total paralysis	100%	
Injuries resulting in being permanently bedridden	100%	
Any other injury causing permanent total disablement	100%	

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INSURED EVENT	SUM INSURED, EXPRESSED AS A PERCENTAGE OF LIMIT OF LIABILITY
Loss of arm at shoulder	100%
Loss of arm between elbow and shoulder	100%
Loss of arm at elbow	100%
Loss of arm between wrist and elbow	100%
Loss of hand at wrist	100%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers and thumb of one hand	25%
one phalanx	10%
Loss of Index finger -	
three phalanges	10%
two phalanges	10%
one phalanx	4%
Loss of middle finger -	
three phalanges	6%
two phalanges	4%
one phalanx	2%
Loss of ring finger -	
three phalanges	5%
two phalanges	4%
one phalanx	2%
Loss of little finger -	
three phalanges	4%
two phalanges	3%
one phalanx	2%
Loss of metacarpals -	
first or second (additional)	3%
third, fourth or fifth (additional)	2%
Loss of leg-at hip	100%
Between knee and hip	100%
Below knee	100%
Loss of toes -	
All of one foot	15%
Great toe, both phalanges	5%
Great toe, one phalanx	5%
Other than great toe, if more than one toe lost, each	1%
Eye: Loss of -	
whole eye	100%
sight	100%
sight of, except perception of light	50%
Lens of, except perception of light	50%
Loss of hearing -	
both ears	75%
one ear	15%

#### 3.1.2 SPECIFIC CONDITIONS

- a) 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:
  - i. 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.
  - ii. For permanent and incurable paralysis, the loss of use must be continuous and permanent for at least 12 consecutive months.
- b) Permanent total loss of use of a limb will be treated as a loss of a limb.
- c) 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.
- d) In the event of death of a dependent Child, the benefit payable will be subject to the amount permitted by law at the time of death.
- e) Dependent Children are excluded from any benefit for occupational disability under permanent total disablement.
- f) Compensation will be payable to you or your beneficiary. No one other than you will have rights in terms of the policy against us.
- g) Notice of death must be given immediately and we will have the right to have a post mortem examination of the body.
- h) A detailed incident and/or police report must be submitted to us.
- 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.
- j) Personal Accident benefits cease when you reach the age of 70 years

#### 3.1.3 SPECIFIC EXCLUSIONS

#### 3.1.3.1 WE WILL NOT PAY FOR:

- 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, which may result from an accidental Injury.
- b) Any loss or Injury whilst participating in adventure sports, and/or Hazardous Activities.

### 4 SECTION 2: EMERGENCY MEDICAL AND RELATED EXPENSES

We will pay the necessary costs up to the maximum limits stated in the schedule of benefits. This is only covered if it is noted on your schedule of benefits.

#### 4.1 Medical expenses - adventure sports and Hazardous Activities

You are covered if you participate in any of the following provided that the standard safety gear and helmets are worn:

- a) archery if properly supervised;
- b) badminton, basket ball, bowls, bushwalking, camel & elephant riding, canoeing in calm waters, canyoning, cycling, fishing (off land), golf, kayaking, under 200cc motor biking and quad biking, mountain biking, roller skating, rowing, sailing in coastal waters, sea canoeing and sea kayaking, snorkelling, squash, surfing, tennis, volley ball, non-contact sports, semi-contact sports;
- c) ballooning (organised excursion);
- d) bungee jumping (not exceeding 150 meters and using a body harness as a back-up to the ankle attachment);
- e) hiking on a clearly marked route or when you are accompanied by a recognised guide;
- f) horseback riding (excluding competitions and jumping);
- g) kite surfing at least 100 meters from any obstructions but excluding kite surfing during storms;
- h) mountaineering for recreational purposes. When the use of ropes and equipment are required you are not covered;
- i) scuba diving for recreational purposes up to a depth of 30 meters. You must be a licensed diver and be accompanied by a qualified buddy diver;
- j) white water rafting with experienced guides on rivers with an international scale of river difficulty of Class 1, 2 and 3.

#### 4.1.1 Sports Extension:

Cover for certain Collision Sports will be provided, limited to rugby, hockey, netball and soccer. Players must be under the age of 20 years. Cover is limited to ₦ 50 000, and sprains, strains and physiotherapy will be excluded. This extension can be applied to certain other sporting activities at the discretion of the insurer

#### 4.1.2 Related expenses

#### 4.1.2.1 Optical expenses

#### 4.1.2.1.1 WE WILL PAY FOR:

Where optical treatment is required as a result of a sudden and unexpected Illness, we will pay for emergency optical treatment provided by a registered medical practitioner or optician up to N 22 500. Where optical treatment is required as a result of an Injury, these expenses will form part of the limit of liability under medical expenses.

#### 4.1.2.1.2 WE WILL NOT PAY FOR:

Any pre-existing optical condition.

#### 4.1.2.2 Provisional pain-stilling dental expenses

#### 4.1.2.2.1 WE WILL PAY FOR:

Where dental treatment is required as a result of a sudden and unexpected Illness, we will pay for emergency dental treatment provided by a registered medical practitioner or dentist up to N 22 500. If dental treatment is required as a result of an Injury, these expenses will form part of the limit of liability under medical expenses.

#### 4.1.2.2.2 Specific condition:

Treatment for Illness must be specified in writing by the treating dentist as necessary for the relief of sudden and acute pain.

### 4.1.3 Medical expenses due to terrorism

### 4.1.3.1 WE WILL PAY FOR:

Medical expenses up to the limit of liability as stated in the schedule of benefits, as a direct result of an Accident causing bodily Injury to you and arising from:

- a) any Terrorist Act; or
- b) the use of military force in response to a Terrorist Act.

#### 4.1.3.2 WE WILL NOT PAY:

If there has been media warning that such events were likely 48 hours before the occurrence.

#### 4.1.4 Pre-existing medical conditions

#### 4.1.4.1 WE WILL PAY:

If as a result of a pre-existing condition you require medical treatment while on your trip then we will pay for, Emergency medical and related expenses up to the limit of liability in the schedule of benefits for pre-existing medical conditions. The claim will be subject to a 20% excess.

#### 4.1.4.2 WE WILL NOT PAY FOR:

Any claim relating to or associated with the treatment of the following even if pre-existing cover has been purchased:

- a) if you have been hospitalized for less than 48 hours;
- b) outpatient expenses;
- c) pregnancy, childbirth and miscarriage or any pregnancy related condition;
- d) if you have been advised by a medical practitioner not to travel;
- e) any condition for which surgery is planned;
- f) if you are on a waiting list for, or have had an organ transplant;
- g) if you are over the age of 69 years;
- h) if a terminal prognosis has been given with a life expectancy of less than 24 months.

#### 4.2 SPECIFIC EXCLUSIONS IN ADDITION TO GENERAL EXCLUSIONS (Applicable to Section 4)

#### 4.2.1 WE WILL NOT PAY FOR:

- a) We must give our prior written approval for any claims exceeding ₩ 60 000.
- b) Medical expenses recoverable by you from any other source.
- c) Expenses incurred when you are travelling against medical advice or if you are unfit to travel.
- d) Any delays or restrictions caused by weather conditions, mechanical problems, restrictions imposed by public authorities or any other condition beyond our control.
- e) Any routine optical treatments.
- f) Any routine dental treatments.
- g) Any fillings or crowns of precious metal.
- h) Any specialist medical treatment without referral from a medical practitioner.
- i) Physiotherapy or manipulative therapy, unless the treating doctor recommends it in writing. The maximum amount we will pay is ¥ 22 500 for any therapy not related to inpatient treatment.
- i) Any contraceptive devices, prosthetic devices and/or artificial AIDS and dentures.
- k) Any pre-existing medical condition, unless pre-existing cover has been purchased

#### 5 SECTION 3: TRAVEL DELAY

#### 5.1 TRAVEL DELAY

Travel delay covers you for essential expenses (Meals, drinks, accommodation) incurred when the departure of the scheduled airliner in which you have arranged to travel is delayed for a minimum time period according to the schedule of benefits. This delay can be caused

- by:
- a) industrial strike action;
- b) adverse weather conditions; or
- c) mechanical or electrical breakdown of airliner.

#### 5.1.1 WE WILL PAY FOR:

Essential expenses incurred being meals, drinks, accommodation and the like if your carrier does not provide up to the amount stated in the schedule.

#### 5.1.2 Specific conditions:

- a) Delay must for a minimum of 8 hours before claim takes effect.
- b) Written proof of the delay must be obtained from the transport carrier.
- c) Original receipts of items purchased must be provided.

#### 5.1.3 WE WILL NOT PAY:

- a) Your failure to check in on time.
- b) 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) Delays due to terrorism or any acts of War.

### 6 SECTION 4: LOSS & THEFT - PERSONAL ITEMS

#### 6.1 Theft or Damage to Baggage

### 6.1.1 WE WILL PAY FOR:

The theft of or damage to Baggage or personal effects during the Insured Journey, up to the amount stated in the schedule of benefits.

#### 6.2 Accidental Loss of personal effects

#### 6.2.1 WE WILL PAY FOR:

The Accidental Loss of personal effects during the Insured Journey, up to the amount stated in the schedule of benefits. 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.

#### 6.2.1.1 Specific conditions:

- a) All loss or damage attributable to theft or vandalism must be reported to the local police or appropriate authority within 24 hours of the event and a written acknowledgement of the report must be obtained.
- b) All loss, theft or damage attributable to airline carriers, transport companies or hotels must be reported to them immediately and a written report must be obtained.
- c) A camera, its lenses and fittings and the camera case are deemed to be a single item.
- d) Golf clubs and golf equipment are deemed to be a single item.
- e) A cellular phone, and its fittings and accessories are deemed to be a single item and are limited to H 20 000 per insured person.
- f) A laptop, palmtop, notebook or similar personal computer and their fittings and accessories including software, hardware and carry cases are deemed to be a single item and are limited to # 40 000 per insured person.
- g) Contact lenses, prescription spectacles and sunglasses are limited to a maximum of ₦ 20 000 per pair.
- h) You must take suitable precautions to secure the safety of your personal Baggage, and must not leave it unsecured or unattended or beyond your reach at any time in a place to which the public have access.
- i) Jewellery must be carried on your person or lodged in a safety deposit at the time of loss.
- All claims for personal effects accidentally lost are subject to the limit for Accidental Loss specified in the schedule of benefits and are subject to the above conditions. Proof of purchase must be submitted.

### 6.2.2 WE WILL NOT PAY FOR:

- a) More than the specified amount in the 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, ship or train.
- d) Any luggage and personal effects left unsupervised in a public place.
- e) Any luggage and personal effects left with a person not travelling with you.
- f) Any luggage and personal effects left at such a distance from you that you are unable to prevent it from being taken.
- g) Any claim for theft or damage that has not been reported to the police, transport carrier, hotel or the relative authority within 24 hours of the event, and a written police or irregularity report obtained.
- h) Any claim for Accidental Loss where proof of purchase is not supplied.
- i) Sporting equipment whilst in use.
- j) Any mechanical or electrical breakdown or derangement.
- k) Any damage to or replacement of any electrical data or software.
- I) 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.
- 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.
- n) Perishable items.
- o) Delay, detention, destruction or confiscation by local authorities.
- p) Losses recoverable from any other source, such as airlines, or other insurance including automatic credit card insurance.
- q) Loss or damage to bonds, stamps, negotiable instruments, deeds, securities or any kind of bullion.
- r) Any goods intended for sale or trade.
- s) Personal computers, cellular phones or any electrical equipment:
  - i. Where such equipment was left unattended other than when securely locked inside a building.
  - ii. Not accompanying you as cabin Baggage on a carrier.

#### 6.3 Loss of cash

#### 6.3.1 WE WILL PAY FOR:

- a) The loss resulting from theft of personal cash being bank and currency notes and postal or money orders during the Insured Journey.
- b) Replacement of non-refundable accommodation vouchers due to theft or damage up to the amount as stated in the schedule of benefits.

#### 6.3.2 Specific conditions:

- 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.

#### 6.3.3 WE WILL NOT PAY FOR:



### 7 SECTION 5: PERSONAL LIABILITY

### 7.1 WE WLL PAY FOR:

If during your Insured Journey you become legally liable for accidental bodily Injury to, or the death of, any person and/or Accidental Loss of or damage to their property, then on condition that there is no other insurance in force covering the loss, the material damage or your liability, we will cover you (or in the event of your death), your legal personal representatives against:

- a) All amounts which you shall become legally liable to pay as compensation; and
- b) All legal costs awarded to any claimant or incurred in the defence of any claim that is contested by us or with our consent.

We will pay up to the limit of liability stated in the schedule of benefits.

#### 7.2 Specific conditions:

- a) You may not make any admission, offer, promise or payment, without our written consent.
- b) We are entitled to take over the defence and settlement of the claim in your name for your benefit. We will have full discretion in the conduct of any proceedings and settlement of the claim.
- c) We may at any time pay you the amount for which a claim can be settled up to the limit of liability, less any damages already paid. We will then be under no further liability, and shall not be responsible for any loss in consequence of any action or omission in connection with the prosecution of such claims or proceedings.

### 7.3 WE WILL NOT PAY FOR:

- a) Any indemnity for legal liability arising from Injury or loss as a result of any wilful, malicious or criminal act by you.
- b) Any liability for damage to property you own, you have borrowed, hired or have under your control.
- c) Any liability arising from your conduct in any profession, trade or business.
- d) Any liability arising from the use or ownership by you of any mechanically propelled vehicle, aircraft, waterborne craft or animals.
- e) Any judgements which are not in the first instance either delivered or obtained from a court within the Nigeria.
- f) Any liability for death, bodily Injury or Illness of any member of your family or your employee.
- g) Any liability that arises under a contract or agreement entered into by you, but not excluding liability that would have attached in the absence of such an agreement.
- h) Any liability for damage to property that belongs to any member of your family, your employee or an acquaintance.

### 8 SECTION 6: EXCESS WAIVER

Your policy includes a premium which waives all Excesses noted in your Schedule of Benefits, but excludes claims under Pre-existing Medical Conditions.

#### 9 **GENERAL CONDITIONS (Applicable to all sections of the policy)**

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

### 9.1 Arbitration

If any difference shall arise as to the amount to be paid under this policy (liability otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provision. Where any difference is to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.

#### 9.2 Age limits

Individual & Family Cover - 69 years inclusive, and cover expires on the insured's 70th birthday.

#### 9.3 Automatic Extension

If your journey is extended as a result of a legitimate claim under Emergency Medical and Related Expenses the period of insurance will automatically be extended.

### 9.4 Cancellation

- a) This policy has a 15 day money-back guarantee from the date of purchase provided your journey has not yet started and no claims have been submitted; or
- b) The policy cannot be cancelled once an Insured Journey has started, or after the expiry date of the Insured Journey; or
- c) This policy may be cancelled by us giving 15 days written notice, in which case we will refund the pro-rata portion of the premium for the unexpired policy period.

### 9.5 Early return

If you change the policy before the expiry date due to an early return we will pay you a pro-rate refund provided that no claims have been submitted.

#### 9.6 Other insurance

#### 9.6.1 Medical Expenses:

If any loss, damage or liability cover under this policy is covered by another insurance policy, you must give us details. If you make a claim under one insurance policy and you are paid the full amount of the claim, then you cannot make a claim under the other policy. If you make a claim under another insurance policy and you are not paid the full amount of your claim, we will pay the difference.

### 9.6.2 Travel delay and Personal Liability:

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.

### 9.6.3 Currency

In all cases the monetary limits shown in the policy are in Nigerian Naira (Ħ).

### 9.6.4 Endorsements

This Policy may be extended, or changed provided there is no claim pending and there is no change in your health status since the start of your journey.

### 9.6.5 Individual Cover

- a) Children accompanying a single parent on an identical travel itinerary share cover with you at no additional cost. A maximum of 5 Children can be covered when the benefits are shared. Shared cover means the single parent will have the full limit of liability as defined in the schedule of benefits and Children share this liability with the parent. The cover is subject to you having legal custody of the Child, and the Child being registered at the same address as you.
   Children will be notified to full being the parent is not provide the parent. The cover is subject to you having legal
- b) Children will be entitled to full benefits, if an individual policy is purchased for the Child.

### 9.7 Rejection of Claim and Time Bar

- a) You have to provide proof of any loss that you claim for.
- b) 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.
- c) You have a further 6 months to institute legal action against us after the expiry of the 90 days referred to above.
- d) If you do not serve summons on us within this period, you will forfeit the right to challenge our rejection.

#### 9.8 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.

#### 9.9 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.

#### 9.10 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.

### 9.11 Maximum amount payable

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

#### 9.12 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.

#### 9.13 Public Conveyance Tickets

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

#### 9.14 Republic of Nigeria

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

### 9.15 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.

#### 9.16 Termination

- 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 insurance certificate, or.
- d) the date you reached the maximum age limit for the cover selected.

### 9.17 General

- a) This policy must be issued prior to departure.
- b) The departure and return dates must match your airline ticket
- c) The due observance and fulfilment of the terms, provisions, conditions, and endorsements of this Policy, in so far as they relate to anything to be done or complied with by the Insured, shall be conditions precedent to any liability of the Insurer to make any payment under this policy.



Notice to local Agents, or knowledge on the part of local Agents, of any fact requiring to be communicated to the Insurer, in terms d) of this Policy, cannot be accepted as notice to the Insurer. All such notices must be sent to the Head Office of the Insurer in Lagos or to one of the Branch Offices. No Agent is authorized to endorse or otherwise alter the Policies of the Company other than Hepstar Financial Services (Pty) Ltd.

#### 10 **GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS**

#### WHAT IS NOT COVERED 10.1

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

- your being employed as a journalist, a crew member of a ship, or working on off-shore drilling rigs;
- your being employed in manufacture, storage, filling, breaking down, transport of b)
  - i. fireworks, ammunition, fuses, cartridges, gun-powder, nitro-glycerine or any explosives
  - ii. gases and air under pressure other than butane and the like in low pressure containers.
- undertaking non-casual employment abroad on a permanent or contract basis C)
- naval, military, police or air force service or operations, militia or paramilitary organisations. d)
- any criminal or intentional illegal act committed by you. e)
- your wilful or deliberate exposure to danger, except in an attempt to save human life. f)
- non-adherence to medical advice. g)
- being under the influence of alcohol or drugs unless the drugs have been prescribed by a medical practitioner. h)
- i) telephone or transport costs in connection with any claim, unless cover is specifically listed under the sections of cover.
- manual Labour as defined in connection with a trade or business. j)
- k) underwater work, underground work, construction and maintenance of cofferdams.
- any expenses incurred in connection with pre-existing cardiac, cardiovascular, vascular or cerebrovascular Illness or conditions, or I) consequences thereof that in the opinion of a medical practitioner appointed by Us, can reasonably be related to you having received treatment and/or advice for hypertension 12 months prior to the commencement of the Insured Journey, unless preexisting cover has been purchased.
- expenses incurred in connection with cardiac, cardiovascular, vascular, cerebrovascular Illness or conditions nor for consequence m) thereof or complications related thereto for persons 70 years and older.
- War and Civil War: n)
- Any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely: 0)
  - i. 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.
  - ii. 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 (unexpected / no media warning prior to departure), and insofar as you don't actively participate in them.
- p) engaging in occupational activities requiring the use of explosives.
- nuclear Substances nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels or a) nuclear explosives or any nuclear weapon.
- the dispersal or application of pathogenic or poisonous biological or chemical materials. r)
- s) flying or air travel of any kind except:
  - . As a fare paying passenger on a recognised airline operation on regular scheduled air routes or air travel by any charter aircraft (including travel by helicopter) duly licensed as a recognised air carrier (but not as a member of the crew).
- t) suicide or attempted suicide, intentional self-inflicted Injury, mental disturbance or disorders, insanity, psychiatric, psychological, emotional or nervous conditions.
- nervousness, anxiety, depression or stress-related disorders that results in your disinclination to travel. u)
- sexually transmitted diseases. v)
- w) treatment for or arising from AIDS and/or HIV (Human Immunodeficiency Virus) infection
- pregnancy, childbirth and miscarriage or any pregnancy related conditions. X)
- any Hazardous Activities, sports or activities. You are not covered while participating in the following Hazardous Activities including y) but not limited to:
  - i. any professional sport, any organised full-contact sport, collision sport or representing your country.
  - ii. Motor cycling and quad biking where the engine capacity exceeds 200cc.
  - iii. Steeple chasing, polo and hunting.
  - iv. Ballooning that takes place during night.
  - Ballooning when the balloon has collided with power lines. ٧.
  - vi. BASE jumping, abseiling, big game hunting, Extreme Sports, hang gliding, heli-skiing, ice climbing, rock climbing, mountaineering using ropes & equipment, parachuting, parasailing, running of the bulls, skydiving, paragliding, shark cage diving, zorbing.
  - vii. Bungee jumping exceeding 150 meters, and/or where no body harness was used in conjunction with an ankle attachment.

  - viii. Horseback riding during competitions and jumping,
    ix. Hiking when not accompanied by a recognised guide or on a clearly marked route.
  - x. Hang gliding, skydiving and parachuting.
  - xi. Kite surfing during storms.
  - xii. Potholing and mountaineering using ropes.
  - xiii. Scuba diving when you are not licensed and you are not accompanied by a qualified buddy diver.
  - xiv. Ski jumping, snowboard jumping, ice hockey, the use of skeletons or bobsleighs, off-piste skiing,
  - Snow skiing and snowboarding on black and yellow slopes. XV.
  - xvi. Snow skiing and snowboarding whilst being employed as a skiing instructor.
  - Snow skiing and snowboarding, whilst undertaking employment where you are required to snow ski or snowboard. xvii.
  - xviii. Sailing in international waters or passenger on a cruise ship where you are not within reach of land.
  - White water rafting, rated according to the International Scale of Difficulty as Class 4, Class 5 or Class 6. xix
- you being the driver, or riding a motor cycle (except as a pillion passenger) without a license that is valid in the relevant country. aa) this policy does not cover any claim arising directly or indirectly from:
- cosmetic surgery to improve your appearance and/or any procedure to change your breasts, including treatment related to or bb)
  - arising from the removal of non-diseased, or surplus or fat tissue.
- cc) recreational treatment.

Z)

dd) medical treatment and examinations which can await your arrival home.

- ee) the age limit being exceeded.
- ff) any medical related expenses under Local Cover.
- gg) the use of any power-driven vehicle, vessel or craft for racing.
- hh) the fulfilment of any ransom demands.
- ii) where a terminal prognosis has been given with a life expectancy of less than 24 months.
- jj) 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.
- kk) 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.
- II) 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.

### 11 HOW TO CLAIM

#### 11.1 Medical emergencies

In the event of a medical emergency while you are on your journey, contact Cornerstone at **01-2806500 ext. 1000** as soon as possible for assistance. You will be provided with a claim form which must be completed and submitted back to us with your medical reports and other supporting documents. Claim forms can be submitted to us at <u>enquiries@cornerstone.com.ng</u>

It is very important that you contact us before incurring expenses when a medical emergency is experienced so that we can manage your case and expenses. If we are not contacted prior to incurring the expenses we may limit our liability to ¥ 60 000 for any one incident.

We may access your prior medical records to provide medical assistance and to assess your claim. When you submit your claim, provide us with the name and contact details of your medical practitioner.

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.

#### 11.2 Claims other than medical emergencies

Contact us on **01-2806500 ext. 1000** for a claim form which must be completed and submitted back to us with all required supporting documents at <a href="mailto:engline@connerstone.com.ng">engline@connerstone.com.ng</a>

### 11.3 Below is more information on what we require when you submit a claim to us:

#### 11.3.1 Medical Expenses Claims

- a) Our liability will be limited to \$\ 60 000 for any one incident where no prior written approval has been obtained from us
- b) All applicable bills and a medical report from the treating doctor must be submitted with your claim.
- c) At the time of a claim, please supply us with the name of your medical practitioner as well as his/her address and telephone number.

#### 11.3.2 Personal Accident – Death/Disability Claims

We require:

- 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.

#### 11.4 Loss & Theft Claims (Baggage Loss & Baggage Delay Claims)

- a) All claims related to theft or damage must be reported to the police and/or transport carrier, or relative authority, within 24 hours of the event, and a written police or irregularity report obtained.
- b) All claims related to Accidental Loss must be accompanied with proof of purchase.

#### 11.5 Interruption & inconvenience Claims (Travel Delay Claims)

We require:

- a) A letter from the airline/s detailing reason for the delay.
- b) Original receipts for essential expenses to be submitted.

#### 11.6 General summary of process:

#### a) Notify Cornerstone about the claim via 01-2806500 ext. 1000 or enquiries@cornerstone.com.ng

b) Provide the following information:

- 1. All supporting documents [Refer to 11.3, 11.4, 11.5 and any other documents which would reasonably be required].
- 2. Policy Number
- 3. Description of incident
- 4. Contact details and address
- c) Cornerstone will acknowledge receipt of the claim immediately or within 14 working days.
- d) Cornerstone will then issue a discharge voucher to the claimant for valid claims.
- e) Cornerstone will then make payment upon receipt of the signed discharge voucher.
  - Claims below ₦ 200,000 are settled within 72hours
  - Claims above ₩ 200,000 are settled not later than two weeks of receipt.



#### 1. Cornerstone Insurance Ltd

Cornerstone Complex, 21, Water Corporation Drive, Off Ligali Ayorinde Street, Victoria Island, Lagos.

P.O. Box 75370, Victoria Island, Lagos.

Tel: +234-1-2806500

Fax: +234-1-2806526, 2806527

E-mail : enquiries@cornerstone.com.ng,

Website: www.cornerstone.com.ng

Cornerstone Insurance is a public limited company quoted on the Nigerian Stock Exchange and a registered General and Life business insurer. As the product supplier, Cornerstone 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 e-mail address;

1.2 The fact that he has been given a mandate to act on behalf of Cornerstone;

1.3 Whether the Intermediary (Broker) directly or indirectly holds more than 10% of Cornerstone's shares;

1.4 Whether the Intermediary (Broker) received more than 30% of his income from Cornerstone 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 **01-2806500 ext 1000** or **enquiries@cornerstone.com.ng**. Cornerstone must be notified within 30 days of the claim event. If you are not satisfied with the outcome of your claim, you may write to the Complaints Department of Cornerstone 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 Cornerstone. You also have recourse to the National Insurance Commission address to the Secretary or Complaints Bureau, Alagbon Close PMB 80144, Victoria Island, Lagos (01-2672497,2672468) or email NAICOM your complaint at **info@naicom.gov.ng**.

### 3. Complaints Procedures

If you have a complaint about this policy, first try to resolve it with your Intermediary. If the matter cannot be resolved, you can submit a complaint in writing to the Cornerstone Complaints Department at any of the addresses above, or on Telephone: **01-2806500 ext 1000** and e-mail: **complaints@cornerstone.com.ng**. If the matter is not resolved to your satisfaction by Cornerstone, you may submit your complaint in writing to the NAICOM as indicated under section 3.

### 4. Compliance Officer

The compliance officer of Cornerstone may be contacted at any of the contact addresses of Cornerstone mentioned above.

#### 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. You must accurately, fully and properly disclose all material facts. 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. You must not sign any incomplete or blank documents. No person may insist that you do so.