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# POLICY WORDING (TERMS AND CONDITIONS)

## Understanding Your Policy

1. Your policy is underwritten by Guardrisk Insurance Company Ltd, a registered short-term insurer and authorised financial services providers. Your Intermediary is Hepstar Financial Services (Pty) Ltd, an authorised financial services provider.
2. If you have any questions or are in any doubt about the cover provided, please call the Hepstar Helpline:  
+27 (0)86 144 45 48 (RSA)  
+27 (0)11 929 3185 (Outside RSA) or  
E-mail: [info@hepstar.com](mailto:info@hepstar.com)
3. This policy document provides You with the terms, conditions and exclusions of the insurance cover, together with information that will help You in the event of an emergency.
4. Products are sold on a non-advice basis. You are ultimately responsible for ensuring the Policy You purchase is suitable for Your needs.
5. Interpretation: The proposal of insurance, this Policy, schedule of benefits and the policy certificate together with any endorsement thereto shall read as one document. If any word or expression has been given a specific meaning it shall have the same meaning wherever it appears. Headings have been inserted to help You find the information You need. They must not be taken to affect the interpretation of the Policy. Should there be any conflict in interpretation between the contents of this Policy and the contents of the policy certificate, this Policy shall be given precedence.
6. The policy certificate advises You:
  - 6.1. How much Premium You have paid;
  - 6.2. How much Your excess is;
  - 6.3. What type of cover You have chosen.
7. Specific conditions and exclusions will apply to individual sections of Your Policy while general exclusions and conditions will apply to the whole of Your policy.

## How To Contact Us

1. General Enquiries:  
E-mail: [info@hepstar.com](mailto:info@hepstar.com)  
Tel number: +27 (0)11 929 3185
2. Claims Administration  
E-mail: [Claims@hepstar.com](mailto:Claims@hepstar.com)  
Tel number: +27 (0)11 929 3185

## Premium Payments

The Premium is due and payable before the policy inception date. 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.

## Eligible Policy Holders

To be a policy holder in terms of this Policy, throughout the Period of Insurance You must:

- a. be a named Person Insured in the Rental Agreement;
- b. between the ages of 21 to 85 years of age;
- c. 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;
- d. be a South African resident when this Policy is taken out.

## 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 certificate, 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 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 certificate;
- b. Date You return the Rented Motor Vehicle;
- c. The date Your Policy is cancelled by You or Us;
- d. The Person Insured 85<sup>th</sup> birthday.

If a Journey continues beyond the Return Date on Your policy certificate 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.

### 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. 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. 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

#### 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. Specific Conditions

- 2.1. 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.
- 2.2. We only pay for Permanent Disabling Injury if We receive proof from Your medical practitioner that the disablement will most likely continue for the rest of Your life.
- 2.3. We will not pay more than 100% of the Benefit limit when You incur more than one injury arises from the same accident.

- 2.4. 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.
- 2.5. 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.
- 2.6. 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.

### 3. 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.

**Table of benefits for death and permanent disablement**

Insured Event	Percentage of Limit
<b>Category 1 – Death</b>	
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%
<b>Category 2 – Permanent Disabling Injury</b>	
Permanent Disabling Injury 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:

- a. Baggage;
- b. Contact lenses, prescription glasses or sunglasses;
- c. Computers and similar electronic equipment;
- d. Cell phones.

## 3. 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. If You claim for damage or theft for the Total Contents of the Rented Motor Vehicle the maximum We will pay is the Benefit amount for Baggage shown on the schedule of benefits.
- 3.7. The most We pay for the repair or replacement cost of cell phones and their fittings and accessories is the Benefit amount for You.
- 3.8. 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.
- 3.9. Proof of ownership of laptops, palmtops, notebooks, iPads, cell phones or similar electronic equipment and cameras is required in the event of a claim.
- 3.10. You must provide Us with proof from Your cell phone service provider that Your cell phone has been blacklisted.
- 3.11. 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.
- 3.12. The most We pay for contact lenses, prescription glasses or sunglasses is the Benefit limit for each pair.

#### 4. 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. 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.



## General Definitions

### 1. Definitions

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

- 1.1. **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.
- 1.2. **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 certificate or schedule of benefits has been issued by Us to You, one Aggregate Limit, the greatest, shall apply over all.
- 1.3. **Baggage** shall mean luggage, personal belongings, travel tickets, passports, visa 's, travelers' cheques and travel documents.
- 1.4. **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.
- 1.5. **Bodily Injury** shall mean injury which is caused solely by accidental means and results in the Person Insured's death or disablement.
- 1.6. **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.
- 1.7. **Commercial Vehicle** shall mean any vehicle rented for the purpose of:
  - a. Transporting fare-paying passengers (legally or illegally);
  - b. Moving or transporting goods or services.
- 1.8. **Country of Domicile** shall mean the country in which You are domiciled during the Period of Insurance as reflected in the policy certificate.
- 1.9. **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.
- 1.10. **Due To** shall mean directly or indirectly caused by, arising or resulting from or in connection with.
- 1.11. **End Date** shall mean the End Date in Your policy certificate.
- 1.12. **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.
- 1.13. **Excess/Deductible** means an amount which is actually paid by You to the vehicle rental company due to the occurrence of an Insured Event.
- 1.14. **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.
- 1.15. **Illness** shall mean any fortuitous sickness or disease contracted, commencing or first manifesting itself during a Journey.

- 1.16. **Insured Event** shall mean an event stated in the schedule of benefits.
- 1.17. **Intermediary** shall mean Hepstar Financial Services (Pty) Ltd.
- 1.18. **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.
- 1.19. **Journey** shall mean any Local Journey or International Journey detailed in the policy certificate, 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.
- 1.20. **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.
- 1.21. **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.
- 1.22. **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.
- 1.23. **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.
- 1.24. **Loss of Speech** shall mean total and permanent loss of the ability to make a comprehensible word or an understandable verbal language.
- 1.25. **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.
- 1.26. **Passenger** a Person Insured who is traveling in an rental vehicle, but is not a named driver in terms of the Rental Agreement.
- 1.27. **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.
- 1.28. **Period of Insurance** shall mean the period between:
- a. the **Start Date** and time shown in Your Policy certificate; and
  - b. the **End Date** and time shown in Your Policy certificate.
- 1.29. **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.

- 1.30. **Policy** shall mean this document, the policy certificate, the schedule of benefits and any subsequent endorsements to the aforesaid documents.
- 1.31. **Premium** shall mean the amount shown on the Policy certificate 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.
- 1.32. **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 Person Insured; or
  - a member of Your immediate family.
- 1.33. **Reasonable and Customary Charges** shall mean the charges which:
- are medically required for the treatment or the supply or medical services to treat a Person Insured's condition;
  - do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
  - do not exceed the charges for treatment that would have been made if no insurance existed.
- 1.34. **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.
- 1.35. **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.
- 1.36. **Specific Conditions and Specific Exclusions** shall mean those conditions 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 and exclusions more specifically stated in the sections to which they specifically apply.
- 1.37. **Total Contents** shall mean all the baggage locked in the boot, covered baggage area or the glove box of the Rented Motor Vehicle.
- 1.38. **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 the Rented Motor Vehicle.
- 1.39. **War** shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.
- 1.40. **We/Us/Our** shall mean Guardrisk Insurance Company Limited, a registered short-term insurer and licensed financial services provider.
- 1.41. **You/Your/Yourself** means the principal person insured shown in the policy certificate and named as an insured driver on the Rental Agreement in respect of whom the Premium has been paid. who is.

## 2. General Conditions

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

- 2.1. This document, the policy certificate, the schedule of benefits, and any endorsements thereto, 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.
- 2.2. The period of any one Journey is specified in Your policy certificate and is limited to a maximum of 90-consecutive days.
- 2.3. No sum payable by Us under this Policy shall carry interest.
- 2.4. We may cancel this Policy by giving 31-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.

- 2.5. You may cancel this Policy by giving Us written notice within 14 days of receipt but before the trip departure date. Provided no claim has been made.
- 2.6. 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.
- 2.7. 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.
- 2.8. 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.
- 2.9. We have the right to commence or take over legal proceedings in Your name for the defence 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. 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.
- 2.13. Specific Conditions relevant to the individual sections of this Policy are located and contained in the appropriate section.
- 2.14. All sums insured will be deemed VAT inclusive.

## Claims Conditions

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

1. You must notify us immediately by telephone on +27 (0)86 144 45 48 (RSA) or +27 (0)11 929 3185 (Outside RSA) 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. 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.
5. 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.
6. 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.
7. You must comply with the General Conditions and the Specific Conditions detailed in the relevant Sections of this Policy.
8. 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.
9. 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.
10. You must not do the following without Our written agreement:
  - 10.1. Admit liability, or offer or promise to make any payment; or
  - 10.2. 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.
11. You must recognise Our right to:
  - 11.1. 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;
  - 11.2. inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;
  - 11.3. take over and deal with the defence or settlement of any claim in Your name and keep any amount recovered;
  - 11.4. settle all claims in Rands;
  - 11.5. be reimbursed within 30-days for any costs or expenses that are not insured under this Policy, which We pay to You or on Your behalf;
  - 11.6. receive appropriate original medical certificates where required before paying a claim, supplied by You at Your expense; and
  - 11.7. request and carry out a medical examination and insist on a post -mortem examination, if the law allows Us to ask for one, at Our expense.

12. 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.
13. Benefits are payable as follows and will be a valid discharge of Our liability under this Policy:
  - 13.1. Section 2.1 – Death: 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;
  - 13.2. All other Sections: 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.
14. For Permanent Total Disability of a Child, the most we pay is 20% of the Benefit limit.
15. For death of a Child, the most We pay is the lower amount of either:
  - 15.1. 20% of the Benefit limit; or
  - 15.2. The amount allowed by law at the Date of Loss.

## Claims Assessment: Required Supporting Documentation and/or Information

BENEFIT SECTION	SUPPORTING DOCUMENTATION/INFORMATION
For all claims	<ol style="list-style-type: none"> <li>1. A completed claim form that you have signed.</li> <li>2. A copy of your policy schedule.</li> <li>3. A copy of your rental agreement.</li> <li>4. A copy of the driver's license and identification document/card of the person driving the rented motor vehicle.</li> <li>5. A copy of a banks statement or a letter from your bank confirming your bank details.</li> <li>6. Details of any other insurance you may have that may cover the same loss.</li> <li>7. Written confirmation of the circumstances surrounding the event, including photographs and video evidence (if applicable).</li> <li>8. Full details of any witnesses, providing written statements where available.</li> </ol>
Excess/Deductible reimbursement	<ol style="list-style-type: none"> <li>1. Proof that you have paid an excess to the vehicle rental company and the portion that was retained due to the event.</li> <li>2. A copy of the pre and post rental vehicle condition report.</li> <li>3. Copy of the police report indicating the date and time of the accident where there was a duty to report the accident or in the event of theft of the rented motor vehicle.</li> </ol>
Road Related Personal Accident Benefit	<ol style="list-style-type: none"> <li>1. Medical reports.</li> <li>2. Death certificate showing the cause of death.</li> <li>3. Inquest and postmortem reports when they become available.</li> <li>4. Police report, police station and reference number if death is being criminally investigated.</li> <li>5. Blood alcohol results if the person insured was the driver of the rented motor vehicle at the time of the accident.</li> </ol>
Baggage	<ol style="list-style-type: none"> <li>1. Copy of the police report in the event of theft or there was a duty to report the accident.</li> <li>2. A detailed description of the missing baggage.</li> <li>3. For jewellery claims, original or certified copies of evaluation certificates issued before the start date (or some other form of proof we agree to).</li> <li>4. Receipts for new items and quotes for replacement items.</li> <li>5. Proof of ownership (e.g. bank statements, proof of purchase, packaging, photos)</li> <li>6. Photo evidence of the damaged items (damaged items must be retained until the claim is finalised).</li> <li>7. A quote for repair or replacement if damaged items beyond repair (damaged items must be retained until the claim is finalised).</li> <li>8. Proof from your cell phone service provider that your cell phone has been blacklisted.</li> </ol> <p>We may request to inspect damaged items. If an item is replaced, the item becomes our property.</p>
Replacement of rental motor vehicle keys	<ol style="list-style-type: none"> <li>1. Proof that you have paid an excess to the vehicle rental company.</li> <li>2. If applicable (lost or theft) a copy of the police report.</li> <li>3. If applicable a detailed report and receipts from the blacksmith or vehicle dealership.</li> </ol>

## 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.
2. A Person Insured committing or attempting to commit any illegal act.
3. 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.
4. 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.
5. War or any act of War whether War is declared or not.
6. 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.
7. 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.
8. A Journey undertaken against the advice of a Qualified Medical Practitioner.
9. 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).
10. 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.
11. A Person Insured being under the influence of alcohol or solvents or ingesting drugs except for drugs which are properly prescribed.
12. 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.
13. A Person Insured taking part in any sport or winter sport while on a Journey performing as a Professional.
14. Any epidemic and pandemic events.
15. We will not be liable to make any payment under this Policy where the Insured Person does not meet the Persons Covered conditions.
16. Loss or damage related to or caused by civil commotion, labour disturbances, riot, strike, lock-out or public disorder, war, invasion, acts of foreign enemy, hostilities or warlike operations, or any risk which is covered by the Policy issued by SASRIA Limited (Formerly The South African Special Risks Insurance Association). If We allege that the loss or damage is covered by the SASRIA Limited Policy the burden of proving the contrary shall rest on You.



## DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

### Details of the parties involved in the underwriting and servicing of your policy

INTERMEDIARY	HEPSTAR FINANCIAL SERVICES (PTY) LTD
Registration number	2013/139291/07
License conditions and limitations	Hepstar is authorised to provide intermediary services in respect of Category 1: Short-term Insurance: Personal Lines business. Hepstar and its representatives are not authorised to provide financial advice (as defined in the Financial Advisory and Intermediary Service Act) and is limited to providing factual information and assistance in the conclusion of a transaction only.
Binder holder	Authorised to entering into, vary and renew policies on behalf of the Insurer.
Accountability	Hepstar accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service Act) in rendering financial services within the course and scope of their employment. Some representatives may be rendering services under supervision and will inform you accordingly.
FSP number	45097, an authorised financial services provider
Physical address	8 <sup>th</sup> Floor, Tarquin House, 81 Loop Street, Cape Town, 8001, South Africa
Postal address	8 <sup>th</sup> Floor, Tarquin House, 81 Loop Street, Cape Town, 8001, South Africa
Telephone number	086 1444 548 (RSA) / +27 (0)11 929 3185 (Outside RSA)
Email address	info@hepstar.com
Website	www.hepstar.co.za
Professional Indemnity	R5 000 000
Fidelity Guarantee	R1 000 000
Intermediary Guarantee Facility	Hepstar is authorised to collect your premium on behalf of Guardrisk and maintains a guarantee with the Intermediary Guarantee Facility for this purpose.
External Compliance Officer	Mrs A Daneel [Moonstone Compliance (Pty) Ltd] Tel: (021) 939 0991 Email: adaneel@moonstonecompliance.co.za
Conflict of Interest Policy	Please request our Conflict of Interest Management Policy from info@hepstar.com
YOUR TRAVEL OPERATOR	
Intermediary delegate	The operator of the travel website or travel agency that markets the insurance to you on behalf of Hepstar is paid commission by Hepstar for lead generation services, which commission forms part of the premium and is not a surcharge.
INSURER	GUARDRISK INSURANCE COMPANY LTD
License conditions and limitations	Guardrisk Insurance Company Limited is authorised to give advice and render financial services for products under Category I, including: <ul style="list-style-type: none"> <li>- Short-term Insurance: Personal Lines</li> <li>- Short-term Insurance: Commercial Lines</li> <li>- Short-term Insurance: Personal Lines A1</li> </ul>

	Guardrisk is the underwriter of your policy and ultimately receives your premium.
Registration number	1992/001639/06
FSP number	75, an authorised financial services provider
Physical address	The Marc, Tower 2, 129 Rivonia Road, Sandton 2196, South Africa.
Postal address	PO Box 786015, Sandton, 2146
Telephone number	+27-11-669-1000
Email address	info@guardrisk.co.za
Website	www.guardrisk.co.za
Professional Indemnity and Fidelity Guarantee Cover	Guardrisk has Professional Indemnity Cover and Fidelity Guarantee Cover in place.
Compliance Officer	compliance@guardrisk.co.za Telephone: +27-11-669-1104 Fax Number: +27-11-675-3826
Conflict of Interest Policy	Guardrisk Insurance Company Limited has a conflict of interest management policy in place and is available to clients on the website: www.guardrisk.co.za

## Complaints

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 the Intermediary. Complaints must be submitted in writing with adequate detail. Complaints will be acknowledged within 2 working days of receipt and resolved within 5 working days.

INTERMEDIARY	If you have a complaint about the way in which this policy was sold to you or the service you received during or after the purchase of this policy. Email address: complaints@hepstar.com
INSURER	If you are dissatisfied with the feedback received from your Intermediary, or your complaint remains unresolved, feel free to contact the Guardrisk Complaints Department at Tel: 0860 333 361 or email: complaints@guardrisk.co.za

If your complaint is not resolved to your satisfaction after having followed the steps above, you may approach the FAIS Ombud or Short-term Ombudsman. 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 procedures do not affect any right of legal action the Insured Person may have against the Insurers.

THE FAIS OMBUD (For advice/service related matters)	
Postal address	PO Box 74571, Lynnwood Ridge, 0040
Telephone number	(012) 470-9080 / (012) 762-5000
Fax number	(012) 348-3447
Email address	info@faisombud.co.za
Website	www.faisombud.co.za
THE OMBUDSMAN FOR SHORT-TERM INSURANCE	
Postal address	PO Box 32334, Braamfontein, 2017
Telephone number	(0860) 726-890 / (011) 726-8900
Fax number	(011) 726-5501
Email address	info@osti.co.za
Website	www.osti.co.za

THE REGISTRAR OF SHORT-TERM INSURANCE	
Postal address	PO Box 35655, Menlo Park, 0102
Telephone number	+27-12- 428-8000
Fax number	+27- 12- 347- 0221
Email address	<a href="mailto:info@fsca.co.za">info@fsca.co.za</a>

### Disclosure of commission earned

The intermediary receives a commission of 20% of the premium.

### Important matters

- This Policy should be read carefully to ensure that it has been prepared in accordance with Your requirements. If there are any queries, these should be directed to the Intermediary. This Policy should be kept in a safe place, it may be needed for reference if a claim is made.
- Material changes to the information disclosed above must be communicated to you.
- You may request a written record of any dealings with your intermediary and information communicated to you verbally must be confirmed in writing within 30 days.
- You are responsible for ensuring that the information that you disclose is accurate and complete, as incorrect or omitted information may influence the product recommended or the success of your claim.
- You may not be forced to sign a blank or partially completed document.

### 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.