



DOMESTIC TRAVEL INSURANCE

POLICY WORDING

## CONTENTS

---

YOUR POLICY .....	2
ELIGIBILITY FOR COVER.....	2
TERMINATION OF COVER BY YOU .....	2
CONTACT US.....	2
IMPORTANT MATTERS.....	3
YOUR RESPONSIBILITIES.....	3
MEANING OF WORDS.....	4
SECTION 1: TRIP CANCELLATION AND INTERRUPTION .....	5
Meaning of words.....	5
What we cover.....	5
Your responsibilities .....	6
What we do not cover.....	6
SECTION 2: INCONVENIENCE COVER.....	7
Meaning of words.....	7
What we cover.....	7
Your responsibilities .....	8
What we do not cover.....	8
GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS) .....	9
CLAIMS .....	10
Your responsibilities .....	10
Time limits you must adhere to .....	10
What to do if your claim is rejected .....	11
DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS.....	11
Details of the parties involved in the underwriting and servicing of your policy.....	11
Complaints .....	12
Claims .....	12
Conflict of Interest Disclosure.....	13
Disclosure of premiums and fees .....	13
Important matters.....	13

## YOUR POLICY

---

1. Your policy is underwritten by **Guardrisk Insurance Company Ltd**, a registered short-term insurer and authorised financial services provider. Your intermediary is **Hepstar Financial Services (Pty) Ltd**, an authorised financial services provider. For more info, please refer to the **Disclosure Notice** on the last page.
2. This Policy Wording contains the terms, conditions and exclusions of Your Domestic Travel Insurance policy. The Policy Schedule you receive and the Policy Wording together form Your policy and is a **legal contract** between You and Us and is subject to South African law. The Policy Wording alone does not qualify you for cover.
3. The Policy Schedule contains the events and the amounts for which You are covered, which events and amounts are subject to the corresponding provisions of the Policy Wording relating thereto, as well as any provisions which have general application. The validity of the Policy Schedule is **conditional upon the receipt of the applicable premium** prior to the commencement of Your Trip, failing which We may refuse to cover you.
4. This policy is **secondary to any claim** for compensation you may have **against Your Carrier**. Depending on Your Carrier, you may be entitled to compensation or other remedies in the event of denied boarding, cancelled flights, long delays, loss/damage or delay of baggage.

## ELIGIBILITY FOR COVER

---

1. This policy is only valid for Persons who have their **primary residence in South Africa** and are **under the age of 85 years**.
2. This policy is only valid for a Trip **within the territorial limits of South Africa**.
3. Claim events directly or indirectly arising from **Pre-existing Medical Conditions** are **excluded** from cover, whether such conditions are/were diagnosed or not, provided such conditions have/had manifested itself through noticeable symptoms which would lead a reasonable person to consult a medical practitioner to determine the cause.
4. **Pregnancy and Childbirth** is considered a pre-existing condition and any claim event directly or indirectly arising therefrom is therefore excluded.

## TERMINATION OF COVER BY YOU

---

1. Should You not be satisfied with your policy, you may **terminate** it by sending a written request to Us **within 15 days of purchase**, provided that:
  - 1.1. Your Trip has not started or ended; and
  - 1.2. You have not submitted a claim in respect of the policy.

## CONTACT US

---

1. **Hepstar Helpline Assistance:** +27 (0)86 144 45 48 (RSA)
2. **Hepstar Email assistance:** Enquiries: [info@hepstar.com](mailto:info@hepstar.com) / Claims: [claims@hepstar.com](mailto:claims@hepstar.com)

## IMPORTANT MATTERS

---

1. **Amendments to cover:** We may change Your Policy by giving You thirty (30) days' notice by fax, post or e-mail to Your last known address. Any change that You make will be effective from the time and date agreed with Us.
2. **Cancellation by Us:** This Policy may be cancelled by US by giving thirty (30) days' notice to You at Your last known address.
3. **Interpretation:** Should there be any conflict in interpretation between the contents of the printed Policy Wording and the contents of the Schedule of Benefits, the Schedule of Benefits shall be given precedence.
4. **When coverage ends:** The policy terminates on the earliest of the following dates:
  - 4.1. On the date of return to your point of departure;
  - 4.2. On the date You reached the maximum age limit for the cover selected;
  - 4.3. On the policy end/expiry date appearing on Your Policy Schedule.
5. **No rights to others:** This policy gives rights to You only. Indemnity granted by Us in respect of losses of any other person gives no right to that person to claim from Us.
6. **Consent to Disclosure of Private Information**
  - 6.1. You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims with a view to limiting premiums.
  - 6.2. On Your behalf and on behalf of anyone You represent herein, You hereby waive any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by You, or on Your behalf.
  - 6.3. You consent to such information being stored in the shared database and used as set out above.
  - 6.4. You also consent to such information being disclosed to any insurer or its agent.
  - 6.5. You further consent to any underwriting information being verified against legally recognised sources or databases.
  - 6.6. You agree that this consent clause will survive the termination for whatever reason of the Policy, including its termination or lapsing.

## YOUR RESPONSIBILITIES

---

1. Your duty of **disclosure:** You have a duty of disclosure to Us when it is relevant to Our decision whether to insure You, and, if We do, on what terms whenever You apply for, or change an insurance policy.
2. You must give **all information**, documentation and assistance required by Us to obtain indemnity from other parties.
3. Baggage loss/damage caused by the Carrier: You must **report the loss immediately** to the relevant Carrier (before you leave the baggage area).
4. You must provide **receipts and proof of payment** when you are claiming for reimbursement of expenses.
5. **Don't dispose of damaged property**, until We have agreed that You may do so.
6. Avoid **fraudulent acts**. All dealings concerning this policy must be done honestly and in good faith. If You are found to have engaged in fraudulent or dishonest behaviour, You will lose all rights to claims and premiums. Examples of fraudulent behaviours are:
  - 6.1. Providing false information (claim or risk profile);
  - 6.2. Making a claim that You know to be false, fraudulent or exaggerated;
  - 6.3. Obstructing the outcome of a legal matter.
7. You **must not make any admission**, statement, offer, promise, payment or indemnity without Our prior consent in writing.
8. **Failure to observe** all terms and conditions may result in Us refusing to pay out Your claim.

9. Communication of **material changes**: Any changes in Your circumstances must be communicated to Us in writing immediately and if possible before such changes occur to ensure continuous cover. Provided that the changes are acceptable to Us, they will be effective from the date agreed upon, subject to Our terms and conditions being complied with. We will confirm these changes by sending You an updated Schedule.

## MEANING OF WORDS

---

The words or expressions given a specific meaning hereunder shall retain such meaning wherever used in this Policy Wording:

1. **Accident**: A sudden, violent, external, unexpected specific event, which occurs at an identifiable time and place.
2. **Carrier Accumulation limit**: The maximum amount we will pay in the aggregate under this policy in respect of insured persons travelling in the same Carrier at any one time.
3. **Carrier**: A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft) or cruise ship, licensed to carry passengers for hire and in (or on) which You are travelling as a fare paying passenger.
4. **Close Relative**: Spouse or Common Law Partner, parent, parent-in-law, step-parent, legal guardian, child (including legally adopted and step-children, and daughter/son-in-law), sibling (including step-siblings and sister/brother-in-law), grandparent, grandchild or fiancé(e) of an Insured Person under the age of 70 years and resident of South Africa.
5. **Common Law Partner**: The person living with the Insured Person as if husband or wife, including same sex partner, for at least six consecutive months at the time of the commencement of the Period of Insurance.
6. **Effective Date**:
  - 6.1. Trip Cancellation Benefit will be effective at 12:01 a.m. on the day after Your policy is purchased.
  - 6.2. All other coverages will commence when You leave your point of departure for purposes of Your Trip and end on your return from Your Trip.
7. **Insured Person or You/Your**: Each person named on the Policy Schedule and for whom the appropriate premium has been paid, and at the commencement of the Period of Insurance being not more than the specified age limit.
8. **Injury**: A bodily injury or physical trauma resulting from an Accidental Bodily Injury.
9. **Illness**: Any fortuitous sickness, illness or disease originating, contracted, commencing or manifesting itself after the Effective Date of Your policy. Pregnancy is not considered to be an illness.
10. **Limit of Liability**: Unless stated to the contrary, Our maximum liability in any one Period of Insurance is limited to the amount stated in each Section of your Schedule of Benefits, per Insured Person.
11. **Manual Work**: Work involving hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic machinery or materials, other than in a purely managerial, supervisory, sales or administrative capacity.
12. **Medical Practitioner**: A legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to You or any travelling companion.
13. **Period of Insurance**: The period shown on the Policy Schedule, subject to the Effective Date and Termination Date.
14. **Policy Excess**: The first amount, per Insured Person, each and every incident, each and every section of cover, where the Policy Excess applies.
15. **Pre-existing Medical Condition**:
  - 15.1. Any past or current Medical Condition that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received during 6 months prior to the commencement of cover under this policy and/or prior to any Trip; and

- 15.2. Any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to the commencement of cover under this policy and/or prior to any Trip.
16. **Travel Documents:** Travel tickets, accommodation and other redeemable travel vouchers, Green Card, driver licence and passport.
17. **Trip:** When travelling in a direct and uninterrupted manner on a Domestic Journey, commencing when You board the Carrier at Your point of departure and ending when:
- 17.1. You exit the airport at Your chosen destination (one-way flights); or
- 17.2. You exit the airport following Your return to Your initial point of departure (return flights).
18. **We, Our or Us:** Guardrisk Insurance Company Limited, a registered short-term insurer and licensed financial services provider.
19. **You/Your:** Each person named on the Policy Schedule and for whom the appropriate premium has been paid.

## SECTION 1: TRIP CANCELLATION AND INTERRUPTION

---

### MEANING OF WORDS

1. **Cancellation:** You cancel Your Trip before You depart.
2. **Cutting Your Trip Short:** You return from your trip earlier than your booked date.
3. **Financial Default:** The total cessation or complete suspension of operations of the travel supplier due to insolvency, in terms of the Insolvency Act, no 24 of 1936, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary, by a Travel Supplier which is duly licensed in South Africa.
4. **Postponing Your Trip:** You change your date of departure to a date later than Your booked date.
5. **Strike or Industrial Action:** Any form of Industrial Action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.
6. **Travel Delay:** The departure of Your flight or cruise is delayed for more than 1 hour beyond its scheduled departure time as a direct result of a Strike, Industrial Action, severe Weather conditions, failure of air traffic control systems or mechanical breakdown of a scheduled Carrier. Cover under the Travel Delay benefit only applies to passengers who eventually travel.
7. **Travel Supplier:** A scheduled airline, excluding charter airlines, and/or cruise line and or rail and/or coach and/or car rental company and/or hotel accommodation situated in the territorial limits of South Africa, which you have booked prior to your date of departure.
8. **Travel Supplier Insolvency:** The Financial Default of a Travel Supplier (excluding a tour operator or travel agency from whom You purchased Your travel arrangements) causing a complete cessation of travel services more than 14 days following the purchase of Your policy.
9. **Weather:** The state of the atmosphere with respect to wind, temperature, cloudiness, moisture and pressure which causes the cancellation of flights by air traffic control. Examples: rain, snow, storms, wind, fog, or undesirable temperatures.

### WHAT WE COVER

1. **Cancellation, Cutting Your Trip Short or Postponing Your trip:**

We will reimburse You up to the Limit of Liability in the Schedule of Benefits per Insured Person for non-refundable, unused pre-paid flights, pre-paid accommodation or the published penalties to change your flights and accommodation as a direct result of a covered event listed below:

  - 1.1. Illness, Injury or death (not related to a pre-existing medical condition) affecting You, a Close Relative or Your travel companion;
  - 1.2. When You or Your travel companion's employment has been made redundant;

- 1.3. Damage or burglary affecting Your home, where the damage is more than R10,000. The damage or burglary must occur within 7 days or less before Your departure date;
  - 1.4. Your compulsory medical quarantine;
  - 1.5. A natural disaster occurring within 10 days or less before Your date of arrival, which causes structural damage to the accommodation You are booked to stay in.
2. **Travel Delay or Travel Security Delay:**  
We will reimburse You up to the Limit of Liability in the Schedule of Benefits per Insured Person for necessary meals, drinks and additional accommodation expenses You incur whilst Your flight or cruise is delayed.

**Note - Section 2:** The maximum amount We will pay under **Section 2** in total is the Limit of Liability in the Schedule of Benefits, irrespective of the number of reasons.

## YOUR RESPONSIBILITIES

1. Illness or Injury: You must obtain a medical certificate from the Medical Practitioner. The Medical Practitioner must provide a medical history, diagnosis and certify why You are unfit to travel or continue with Your Trip.
2. You must notify the Carrier or Travel Agent immediately when You know the Trip is to be cancelled, cut short or postponed.
3. Damage or a burglary affecting Your home: You must produce to Us written documentation from the Police confirming that the loss or damage occurred.
4. You must provide us with a letter from the provider/Carrier confirming their penalties relating to Your claim.
5. If You suffer delays You must obtain written confirmation from the Carrier stating the period and reason for delay.
6. You must provide receipts for the expenses paid.
7. You must take every reasonable step to commence and complete the journey to the departure point and check in for the flight or cruise on time.

## WHAT WE DO NOT COVER

1. Cancellation, Cutting Your Trip Short or Postponing Your trip, due to:
  - 1.1. Travel Supplier Insolvency;
  - 1.2. Visa denial;
  - 1.3. An act of terrorism;
  - 1.4. Cancellation by the Carrier or Travel Supplier;
  - 1.5. Travel Delays or missing an onward connecting flight;
  - 1.6. Planned Strike or Industrial Action which was common knowledge at the time You booked the Trip;
  - 1.7. Withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority. You should direct any claim in this case to the Travel Supplier involved;
  - 1.8. Failure by the Travel Supplier of any part of the booked Trip to supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise), unless the event is specifically covered by this policy. You should direct any claim in this case to the Travel Supplier involved.
2. The cost of this policy.
3. Any costs relating to airport taxes or air passenger duty. You should obtain a refund from Your carrier for such charges.
4. Claims without receipts as proof of expenses.
5. Additional costs where the Carrier has offered alternative travel arrangements.
6. If alternate arrangements are available, benefits will be limited to the change fee charged to allow You to transfer to another Travel Supplier.
7. If You fail to notify the Carrier or Travel Agent immediately it is found necessary to cancel the Trip, Our liability shall be restricted to the cancellation charges that would have applied had you complied with the condition of cover.

8. If satisfactory medical evidence is not supplied in order to substantiate that the claim is due to an Illness, Injury or death of You, a Close Relative or travel companion, all necessary arrangements will be at Your own cost.
9. Any claim will be deemed to be in excess of the cover provided by any other policy/policies of insurance or credit card or statutory insurance.

## SECTION 2: INCONVENIENCE COVER

---

### MEANING OF WORDS

1. **Baggage:**
  - 1.1. Items of clothing worn by You for Your individual use during Your Trip;
  - 1.2. Your toiletries and make-up;
  - 1.3. Your suitcases or other bags in which You pack personal belongings for Your Trip;
  - 1.4. Your Valuables.
2. **Secure Baggage Area:** Any of the following, as and where appropriate:
  - 2.1. The locked dashboard or boot of a car, or a locked baggage compartment of a hatchback car fitted with a lid, tray or roller blind cover behind the rear seats closing off the baggage area.
  - 2.2. The fixed storage units of a motorised or towed caravan.
  - 2.3. A locked baggage box, locked to a roof rack which is itself locked to the vehicle's roof.
3. **Unattended:** When You cannot see and are not close enough to Your property or vehicle to prevent unauthorised interference or theft of Your property or vehicle.
4. **Valuables:** Cameras; photographic, video and associated equipment of any kind; games consoles (Playstation, Gameboy, Nintendo, etc.), accessories and games; personal organisers; mobile telephones; televisions; portable audio equipment (DVD, CD, mini-disc, MP3 players, i-pods, etc.) and all associated discs and accessories; spectacles; sunglasses; telescopes; binoculars; jewellery; watches; furs; leather articles; perfumes; precious stones and articles made of or containing gold, silver or other precious metals.
5. **Pair or Set:** A number of items of Personal Baggage considered as being similar or complementary to one another or used together. Liability in respect of a Pair or Set of articles: We shall be liable only for the value of that part of the Pair or Set which is lost or damaged;

### WHAT WE COVER

1. **Baggage theft, damage or accidental loss**
  - 1.1. If, in the course of Your Trip, Your Personal Baggage is damaged or stolen or lost by the Carrier (and not recovered), We will cover You up to the Limit of Liability in the Schedule of Benefits per Insured Person.
  - 1.2. Claims are paid based on the value of the items at the time that they are damaged, stolen or lost.
  - 1.3. **IMPORTANT:** If you purchased the **Domestic Baggage** policy, You are only covered against theft, damage and accidental loss of checked-in baggage during Your departure and return flights respectively and not for the duration of your Trip.
2. **Baggage delay**
  - 2.1. If Your Baggage is certified by the Carrier to have been misplaced on Your arrival for a period in excess of 4 hours, then You can claim an amount up to the Limit of Liability in the Schedule of Benefits per Insured Person for the purchase of necessary items, such as clothing and toiletries.
  - 2.2. Claims paid in respect of Baggage delay will be refundable to Us if the Baggage or part thereof concerned proves to be permanently lost and a claim is/has been made under Baggage theft, damage or accidental loss benefit.



## YOUR RESPONSIBILITIES

1. You must report Baggage damage or loss to the Carrier before you leave the baggage area and obtain a Property Irregularity Report from the Carrier.
2. When baggage damage or loss occurs due to a Carrier's mishandling, We act as a secondary insurance carrier. The primary coverage is provided by the Carrier. A claim must be filed with the Carrier. The amount not reimbursed by the airline may then be directed to Us for payment. Our liability will be reduced by the amount for which We consider the Carrier to be liable.
3. You must take suitable precautions to secure the safety of Your 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.
4. You must produce proof of purchase of the lost, stolen or damaged Baggage items by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim.
5. Accidental loss: Within 24 hours of the discovery of the incident, You must report loss of Baggage to the local Police or to the Carrier, as appropriate, or to Your hotel or accommodation management.
6. You must produce to Us written documentation from the appropriate parties listed above confirming that the loss or theft occurred during the Trip - otherwise no claim will be paid.
7. Valuables must be carried on Your person or lodged in a safety deposit box at the time of loss.

## WHAT WE DO NOT COVER

1. Cash and travel documents.
2. Items hired by You and all items loaned or entrusted to You are excluded.
3. Items purchased whilst on the Trip.
4. If the Carrier denies your claim based on the fact that you did not file a claim or that the claim was not filed in time.
5. Any item not defined as Baggage under the Meaning of Word.
6. Any loss, theft of, or damage to Baggage left in an Unattended motor vehicle if:
  - 6.1. The items concerned have not been locked out of sight in a Secure Baggage Area;
  - 6.2. No forcible and violent means have been used by an unauthorised person to affect entry into the vehicle; or
  - 6.3. No evidence of such entry is provided.
7. Loss, Theft of or damage to Valuables not on Your person or not locked in a safety deposit box at the time of loss.
8. Electrical or mechanical breakdown of a Baggage item.
9. Wear and tear, damage caused by water, moth or vermin or any process of dyeing or cleaning.
10. Denting or scratching not resulting in the complete destruction of the article.
11. Loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities.
12. Dentures; bonds; securities; stamps or documents of any kind, including driving licences and passports; musical instruments; typewriters; glass; china; antiques; pictures; pedal cycles; hearing aids; coupons; vehicles or accessories; samples or merchandise or business goods or specialised equipment relating to a trade or profession, unused mobile telephone rental charges or pre-payments.
13. Damage to fragile, perishable or brittle items.
14. Forgotten or mislaid items.
15. Sports gear whilst in use.
16. Losses from a roof or Baggage rack.
17. Claims for loss, theft or damage to anything being shipped as freight or under a Bill of Lading.
18. Loss or damage to Baggage not accompanying You on the same flight.
19. Medication.

## GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

---

We will not cover You:

1. If You exceed or reach the age limit;
2. For any claim event arising outside the territorial limits of South Africa;
3. For losses, damages or expenses which are insured by or would but for the existence of this policy, be insured by any other existing policy.
4. For any consequential loss (not listed under the headings "What is covered"), including: costs of telephone calls or faxes, meals (except under the Travel Delay benefit), taxi fares, interpreters' fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share fees or holiday points.
5. For claims directly or indirectly arising or resulting from:
  - 5.1. Pregnancy, whether Your own or that of any other person.
  - 5.2. Any deliberately reckless act or omission by You.
  - 5.3. Your own illegal or criminal act;
  - 5.4. Self-exposure to danger, except in an endeavour to save human life;
  - 5.5. You being under the influence of alcohol and exceeding the following limits:
    - 5.5.1. breath alcohol content of 0.24mg per 1,000ml, or
    - 5.5.2. a blood alcohol limit of 0.05g per 100ml.
  - 5.6. You being under the influence of or addicted to drugs or narcotics, unless such drugs or narcotics were administered by a Medical Practitioner or unless prescribed by and taken in accordance with the directions of a Medical Practitioner;
  - 5.7. Your suicide, attempted suicide, intentional self-injury, mental disturbance or disorders, insanity, psychiatric, psychological, emotional or nervous conditions;
  - 5.8. Sexually transmitted diseases or Myalgia;
  - 5.9. You (being the driver of a motor vehicle or motorcycle) not being in possession of a valid/legal license;
  - 5.10. You engaging in occupational activities during the Trip which constitutes Manual Work or requires the use of explosives;
  - 5.11. You engaging in or practising for the following sports and activities: Bobsledding, Boxing, Canyoning, Caving / Cave Diving, Flying as crew, Heli-skiing, Horse Jumping, Horse Racing, Hunting / Shooting, Hunting-on-horseback, Hurling, Ice Hockey, Luge, Martial Arts (Competition), Micro-lighting, Motor Racing (all types), Mountaineering, Parasailing, Paraskiing, Polo, Potholing, Participating as a professional (where you receive payment for your participation), Quad Biking exceeding 250cc, Rock Climbing, Rock Scrambling, Shark feeding/cage diving, Skeleton, Ski Jumping, Ski Racing, Ski Stunting, Skiing off-piste, Snowboarding off-piste, Steeplechasing, Wrestling, Yachting (racing) and any other similar activity or activity of similar danger. Please refer to the Approved Sports List for terms and conditions applicable to a covered sporting activity;
  - 5.12. Your travel by flight or sea vessel not as a fare paying passenger on a Carrier;
  - 5.13. War (whether declared or not), hostilities, invasion or civil war, whether you participate therein or not;
  - 5.14. Radioactive Contamination;
  - 5.15. Your involvement in the service of any military or police force, or militia or paramilitary organisation;
  - 5.16. Nuclear, chemical or biological terrorism: this Policy does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## CLAIMS

---

1. All claims are only **payable in South Africa**.
2. **Currency:** The monetary limits are deemed to be in South African Rand.
3. **How a claim benefit is calculated:**
  - 3.1. When We pay a claim, We consider a number of aspects in calculating the amount, including:
    - 3.1.1. The amount of financial loss;
    - 3.1.2. The excess;
    - 3.1.3. The Limit of Liability and sub-limits;
    - 3.1.4. The terms and conditions of the policy.
  - 3.2. How much we pay is always based on the value of the item and not the sentimental or other value You may hold.
  - 3.3. You cannot claim more than the actual loss. For example, by claiming under two different sections of this policy. Similarly, if an insured event is covered by another insurer, Carrier or operator, then the amount payable by such other insurer, Carrier or operator will be set off against your claim in terms of this policy.
  - 3.4. You cannot claim more than the sum insured, even if Your financial loss was greater.
  - 3.5. If You have more than one policy underwritten by Us, the maximum We will pay shall not exceed the sum insured of whichever policy has the highest sum insured. Example, if one policy covers Baggage up to R5,000 and the second up to R7,000, the maximum we will pay is R7,000.
  - 3.6. In approving Your claim, We may decide to repair, replace or pay in cash, subject always to the Sum Insured or Limit of Liability stated in the Schedule and subject to deduction of the Excess if applicable.
  - 3.7. The pay-out is always reduced by the Excess if applicable. For every valid claim, You will always have to pay the first amount, known as the Excess (if applicable). For example, if there is an excess of R500 on a R10,000 claim, then You will receive a pay-out from us of R9,500. The excess is listed in the Policy Schedule. The excess applies per person to any claim from a separate event.
  - 3.8. We do not pay interest unless ordered to do so by a South African court of law.

## YOUR RESPONSIBILITIES

1. How to claim:
  - 1.1. Submit your claim in writing within 30 days after Your date of return;  
**Email:** claims@hepstar.com  
**Helpline:** +27 (0)86 144 45 48
  - 1.2. Send Us the completed Claim Form and supporting documents requested therein or by Us;
2. You are obligated to help Us with any legal proceedings against a party responsible for the loss and You consent to Us taking legal action in Your name for this purpose.
3. The entire claims procedure is at Your own expense, including the cost to obtain all reports We may require, or if You are required to submit to a medical examination.
4. You have to sign a release in Our favour before We will settle a claim.

## TIME LIMITS YOU MUST ADHERE TO

If You go beyond any of these time limits, Your right to payment of the claim will lapse:

1. Immediately:
  - 1.1. Notice of death must be given immediately to Us.
  - 1.2. Baggage theft, loss or damage caused by the Carrier: You must report the loss immediately to the relevant Carrier, before leaving the baggage area.
2. 48 Hours:
  - 2.1. Inform the police immediately, but not later than 48 hours after theft or mugging event and take all reasonable steps to recover any stolen property.

- 2.2. You must cancel Your Trip 48 hours or more before Your scheduled Trip departure date.
3. 30 Days:
  - 3.1. Send Us the following within 30 days:
    - 3.1.1. Completed claim form
    - 3.1.2. Details of any other policy covering the claim
    - 3.1.3. Any other documentation We think is necessary to handle the claim (such as death certificates, receipts, medical reports, invoices or a police report).
4. 90 Days:
  - 4.1. If We formally reject Your claim, You have 90 days to appeal this decision with Us.
5. 180 days
  - 5.1. If We maintain Our rejection, You have a further 180 days to start any legal action against Us.
6. 365 days
  - 6.1. Your claim will no longer be valid after 365 days, unless You have started legal action against Us.

## WHAT TO DO IF YOUR CLAIM IS REJECTED

If We reject or dispute Your claim, You have the right to appeal the decision. Send your complaint in writing to:

### Your insurer

Name: Guardrisk Insurance Company Ltd

Address: 102 Rivonia Road, Sandton, 2196

Tel: 011 669 1000 / E-mail: [claimsrejection@guardrisk.co.za](mailto:claimsrejection@guardrisk.co.za)

You may also contact the Ombudsman, an independent body that investigates insurance complaints from consumers if you are not satisfied with Our response to Your complaint:

### Ombudsman for Short-Term Insurance

PO Box 32334, Braamfontein, 2017

Tel: 0860 662 837 / Fax: 011 726 5501 / Website: [www.osti.co.za](http://www.osti.co.za)

## 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
Intermediary	Represents you when dealing with the Insurer and is your first point of contact for policy related queries. Authorised to collect your premium.
Binder holder	Authorised to entering into, vary and renew policies, as well as assess and settle claims on behalf of the Insurer.
FSP number	45097, an authorised financial services provider
Physical address	8 <sup>th</sup> Floor, Tarquin House, 81 Loop Street, Cape Town, 8001
Postal address	As above
Telephone number	086 1444 548 (RSA) / +27 (0)11 929 3185 (Outside RSA)
Email address	<a href="mailto:info@hepstar.com">info@hepstar.com</a>
Website	<a href="http://www.hepstar.co.za">www.hepstar.co.za</a>
Professional Indemnity	R5 000 000
Fidelity Guarantee	R1 000 000
External Compliance Officer	A Daneel [Moonstone Compliance (Pty) Ltd] Tel: (021) 939 0991

	Email: <a href="mailto:adaneel@moonstonecompliance.co.za">adaneel@moonstonecompliance.co.za</a>
<b>INSURER</b>	<b>GUARDRISK INSURANCE COMPANY LTD</b>
Underwriter	The company that ultimately receives your premium and underwrites your risk.
FSP number	75, an authorised financial services provider
Physical address	3 <sup>rd</sup> Floor, 102 Rivonia Road, Sandown, Sandton 2196
Postal address	PO Box 786015, Sandton, 2146
Telephone number	+27-11-669-1000
Email address	<a href="mailto:info@guardrisk.co.za">info@guardrisk.co.za</a>
Website	<a href="http://www.guardrisk.co.za">www.guardrisk.co.za</a>
Compliance Officer	<a href="mailto:compliance@guardrisk.co.za">compliance@guardrisk.co.za</a>

## Complaints

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.

<b>INTERMEDIARY</b>	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: <a href="mailto:complaints@hepstar.com">complaints@hepstar.com</a>
<b>INSURER</b>	If you are unable to resolve your complaint with your intermediary. Email address: <a href="mailto:complaints@guardrisk.co.za">complaints@guardrisk.co.za</a>

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 FAIS OMBUD	
Physical address	Sussex Office Park, Ground Floor – Block B, 473 Lynnwood Rd, Cnr. Lynnwood Rd and Sussex Ave Lynnwood, 0081
Postal address	PO Box 74571, Lynnwood Ridge, 0040
Telephone number	(012) 470-9080 / (012) 762-5000
Fax number	(012) 348-3447
Email address	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Website	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a>
THE OMBUDSMAN FOR SHORT-TERM INSURANCE	
Physical address	Sunnyside Office Park, 5th Floor, Building D, 32 Princess of Wales Terrace, Parktown
Postal address	PO Box 32334, Braamfontein, 2017
Telephone number	(0860) 726-890 / (011) 726-8900
Fax number	(011) 726-5501
Email address	<a href="mailto:info@osti.co.za">info@osti.co.za</a>
Website	<a href="http://www.osti.co.za">www.osti.co.za</a>

## Claims

See relevant section in policy wording.

### Conflict of Interest Disclosure

Available on request at [info@hepstar.com](mailto:info@hepstar.com).

### Disclosure of premiums and fees

Intermediary receives commission of 20% and binder fee of 20% of the premium for the functions mentioned hereinabove.

### Important matters

- 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.