



## TRAVEL INSURANCE **POLICY**



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## Your Insurance summary\*

When We pay or Provide			Your Limit of Cover (USD)		
			Plan Three / Frequent Traveller	Plan Two	Plan One
<b>Section 1</b>	<b>You</b> need Medical help for accidents occurring abroad, or sudden and unexpected illnesses, excluding Pre-existing Medical Conditions	overseas Medical expenses for Hospitalisation and associated expenses	\$ 40,000	\$ 25,000	\$ 20,000
		overseas outpatient medical expenses	\$ 1,000	\$ 1,000	\$ 1,000
<b>Section 2</b>	<b>You</b> are in a serious Accident and die whilst on <b>Your</b> Trip or suffer a Total Permanent Disability	compensation for Death or Permanent Disability as a benefit	\$ 75,000	\$ 35,000	\$ 20,000
<b>Section 3</b>	<b>You</b> need Medical evacuation for accidents occurring abroad, or Sudden and unexpected illnesses, Excluding Pre-existing Medical conditions	Medical evacuation costs including medicalised transport and repatriation costs	Unlimited	Unlimited	N/A
<b>Section 4</b>	You die, whilst on Your trip, in a serious Accident or as a result of Sudden and unexpected illnesses, excluding Pre-existing Medical conditions.	For costs of repatriating Your mortal remains to Mauritius	Unlimited	Unlimited	N/A
		For funeral and coffin expenses borne outside the territory of Mauritius	\$ 2,000	\$ 2,000	N/A
<b>Section 5</b>	You and the other Insured Persons have to return home early due to an accident outside of Your control (e.g. a close relative is hospitalised due to Serious Injury)	for additional travel expenses incurred for emergency return	Unlimited	Unlimited	N/A

<b>Section 6</b>	The other <b>Insured persons</b> travelling with <b>You</b> if <b>You</b> are repatriated following medical evacuation or death	for costs incurred for the repatriation of the other <b>Insured persons</b> travelling together, to their place of residence in Mauritius.	\$ 1,500	\$ 1,500	N/A
<b>Section 7</b>	<b>You</b> are hospitalised for more than 10 days during <b>Your</b> trip	the air fare costs of a return ticket to a close relative to visit <b>you</b> .	\$ 1,500	\$ 1,500	N/A
<b>Section 8</b>	During the course of <b>Your</b> trip, <b>You</b> have to cancel <b>Your</b> trip due to unforeseeable events outside of <b>Your</b> control (e.g. Sudden Illness)	for cancellation and modifications costs incurred as well as reasonable additional costs directly incurred as a result of such cancellation (e.g. accommodation expenses)	\$ 1,800	\$ 1,800	N/A
<b>Section 9</b>	<b>Your</b> Flight is cancelled or rescheduled due to bad weather and/or natural disaster	(not applicable to ticket costs in respect of <b>Your</b> Trip which will either be rescheduled or refunded to <b>You</b> by the relevant ticket provider)			
<b>Section 10</b>	During <b>Your</b> Trip, <b>Your</b> Travel Is Delayed For Operational Reasons (e.g. if the Airline delays <b>Your</b> flight due to mechanical reasons)	for any Reasonable additional meals and other reasonable costs borne abroad and which are not already covered by a relevant entity; or refund of reasonable pre-paid travel Arrangements incurred due to rescheduling of <b>Your</b> Trip	\$ 500	\$ 500	N/A
<b>Section 11</b>	Your bags are Delayed by the airline or other Carrier	for essential items to tide You over until Your baggage arrives			
<b>Section 12</b>	Your Passport or Travel documents are lost or stolen	the costs associated with such replacement and the costs incurred in obtaining such documents	\$ 200	\$ 200	N/A
<b>Section 13</b>	Your Luggage and Personal effects are stolen, Accidentally lost	for costs associated for repair or replacement of the damaged, lost or stolen items	\$ 1,000	\$ 1,000	\$ 500

Section 14	You become legally liable when Your negligence leads to injury or loss/damage to property (Personal liability)	for amounts that You are legally liable for (i.e. compensation) as well as Reasonable legal costs	\$ 75,000	\$ 35,000	N/A
Section 15	You need 24 Hour Travel Assistance during Your trip	for round- the- clock assistance whether You need flight information, legal assistance or a message to be sent home or help dealing with a medical emergency	Service Only		N/A
Section 16	You need concierge services during Your trip	for information about Your destination during Your travel and can help You select restaurants, reserve golf tee times or secure tickets for local events	Service Only		N/A
Section 17	You are injured or die or suffer a total permanent disability, whilst on Your trip, as a result of terrorist attack or war related events.	compensation for Death or Permanent Disability as a benefit as well as medical expenses incurred as per Your Policy Limit	Optional		N/A
Section 18	You go Skiing or participating in any adventure sports during Your overseas trip	for compensation as a result of death or Permanent Total disability as well as medical expenses as per Policy Limit	Optional		N/A
Section 19	You need to cancel Your existing Bookings for Your trip due to unforeseeable events outside of Your control (e.g. Sudden Illness)	for costs incurred as cancellation fees charged by Your service providers	Optional  \$ 100		N/A

\*Please note that the Insurance summary is subject to the requirements set out in the relevant detailed sections throughout this document.

## Your Travel Policy wording

### An explanation of Your policy wording

The present insurance cover represents **Your** Travel insurance policy from Quantum Insurance Ltd. (This Policy) It is made up of several parts which must be read together as they form part of **Your** contract of insurance. Please take time to read all parts of this policy to make sure they meet **Your** needs, and that **You** understand the cover provided and the General Exclusions and General Conditions that apply. If **You** wish to change anything in **Your** schedule or if there is anything **You** do not understand, or if any of Your statement of facts is incorrect in **Your** schedule, please let us know.

The following elements form the contract of insurance between **You** and **Us**; please read them and keep them safe:

- The schedule, which includes all endorsements applied to the policy while the policy is in force;
- The sections of the policy, including the Meaning of Words, the Exclusions ('What is not Covered') and Conditions (What is Covered'), which apply to the section;
- The General Definitions, General Conditions and General Exclusions, all of which apply to all sections of the policy;
- The statement of facts (that is the record of the information which **You** have provided us with).

If **We** explain what a word means, that word has the same meaning wherever it appears in **Your** policy or schedule.

This Policy is governed by "Livre III Titre Douzième Chapitre 3eme" of the Civil Code of Mauritius" as may be amended from time to time, which are capable of being varied to Article 1983 - 12 thereof by terms and conditions herein or endorsed hereon.

Quantum Insurance Ltd will insure **You** in accordance with and subject to the terms of this Policy in consideration and subject to the payment to Quantum Insurance Ltd of the premium for the period of Insurance.

Signed on behalf of Quantum Insurance Ltd.



**Devesh Biltoo**

**Chief Executive Officer**



## Introduction

Quantum Insurance Ltd is a property and casualty insurer registered in Mauritius with Business Registration No. C14126016, having its registered office: Ground Floor, Lot 15A4, Hyvec Business Park, Wall Street, Ebene Cybercity, Mauritius. Quantum Insurance Ltd is authorised and regulated by the Financial Services Commission. Financial Services Register number is IS1400023.

## Contract of Insurance

### Renewal of the contract of insurance (Applicable to Annual Policy-Frequent Traveler)

Each renewal of this policy represents a new contract of insurance.

The new contract commences on the date when the main policyholder agrees to renew the policy and pay the premium. The persons insured will be covered for the period of insurance shown on **Your** renewal schedule.

At renewal **You** must make sure that **Your** cover continues to meet **Your** travel needs. In particular, this applies to any sports and hazardous activities that **You** are planning to participate in. **You** must also check to see that **You** still comply with the health warranty as this may affect the cover provided. If **You** do not comply with the health warranty, this may invalidate **Your** insurance.

### Disclosing relevant facts

It is **Your** duty to tell us of any fact which **You** think may influence us in the acceptance, assessment or continuance of this insurance. **Failure to do so may invalidate this insurance, leaving You with no right to make a claim.**

It is very important that this insurance provides adequate cover for **Your** trip. To ensure that it does, and for **Your** peace of mind, **You** must tell us as soon as possible about anything which **You** feel could give rise to a claim.

### Medical conditions

This insurance contains restrictions regarding pre-existing medical conditions in respect of the people travelling and of other people upon whose health the trip depends.

**You** are advised to read the health warranty contained in this policy. If **You** are in any doubt as to whether a medical condition is covered **You** must contact us on **659-0659** or e-mail us on [info@quantuminsurance.com](mailto:info@quantuminsurance.com).

**We** will not cover medical problems referred to in the **Health Warranty** unless this was declared to us and accepted by us in writing.

## Health warranty

You must advise us (to the best of Your knowledge) if any of the following apply to You, a travelling companion, an immediate relative, or someone upon whom the trip depends (whether they are travelling with You or not).

1. You/they were aware of any reason why the trip could be cancelled or curtailed or of any medical condition which could result in a claim;
2. You/they have, during the 12-months before this insurance started, suffered from or received treatment, advice or medication for any chronic, on-going or recurring illness or condition. (A chronic condition is one lasting three-months or more);
3. You/they were travelling against the advice of a medical practitioner or in order to get medical treatment abroad;
4. You/they have been diagnosed as having a terminal illness;
5. You/they were receiving, recovering from, or on a waiting list for in-patient treatment in a hospital or nursing home;
6. You/they were waiting for the results of tests or investigations, or awaiting a referral for an existing medical condition.

Failure to contact us could leave You with no right to make a claim, and may mean that You travel with insufficient cover.

## Pregnancy

As is consistent with the treatment of all pre-existing medical conditions under the policy, the policy does not intend to cover the normal costs or losses otherwise associated with pregnancy (including multiple pregnancies) or childbirth.

This includes, but is not limited to, delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications.

The policy does, however, cover **You** should complications arise with **Your** pregnancy due to accidental bodily injury or unexpected illness which occurs while on **Your** trip.

## Change in health

If any of the reasons stated in the health warranty above occur between the dates the policy is issued and before the first day of **Your** trip, **You** must notify us on **659-0659** or e-mail us on [info@quantuminsurance.com](mailto:info@quantuminsurance.com).

**We** will then decide if **We** can provide **You** with cover on existing terms. **We** may ask **You** to pay an additional premium, add special conditions to the policy or exclude cover for that medical condition.



If **We** cannot provide cover, or if **You** do not want to pay the additional premium, **You** can make a cancellation claim if **You** have booked and paid for a trip that **You** have not yet made.

Alternatively, **You** can cancel **Your** policy and **We** will send **You** a refund.

**We** reserve the right not to extend the policy where the booked trip could be detrimental to **Your** well-being. Failure to contact us could leave **You** with no right to make a claim, and may mean that **You** travel with insufficient cover.

### Travel Assistance Partner

The Travel Assistance Partner also construed to mean Emergency Medical Assistance /Global Travel Assistance Service Provider under this Policy is **Europ Assistance SA**.

**Europ Assistance SA** is a company with international repute, specialized, among others, in providing claims handling and assistance to **Insured persons** under this Policy who find themselves in difficulty. **Europ Assistance SA** carries on the business of providing 24-hour assistance and other related emergency services.

The services provided by Europ Assistance SA is rendered under this Policy on a worldwide basis. **Europ Assistance SA** shall use its best efforts to provide the services and ensure that the services are provided, but any assistance service and intervention depends upon, and is subject to national and international law and regulations.

Intervention may depend on obtaining of the necessary authorisations issued by the various authorities concerned which is out of the control or influence of **Europ Assistance SA**. Notwithstanding the preceding sentence **Europ Assistance SA** hereby represents and warrants to Quantum Insurance Ltd that it has all the necessary authorisations to carry out intervention in any jurisdictions, other than those which are declared a war zone and the services rendered prove to be reasonably impracticable and unsafe.

**Europ Assistance SA** shall not be required to provide the services to the **Policyholder** who in the sole opinion of **Europ Assistance SA** are located in areas which represent conditions such as to make such services impossible, reasonably impracticable or unsafe, including but not limited to the geographical remoteness, war risk or political unrest. Provided that in the event that **Europ Assistance SA** cannot provide the services for the reasons specified in the preceding sentence, Quantum Insurance Ltd shall notify its **Policyholders** accordingly.

### To contact **Europ Assistance SA**

The 24-hour Emergency and Travel Assistance telephone number is: **+27 (0) 11 991 8881**.

E-mail : **assist@europassistance.co.za**

Please do ensure that **You** communicate **Your** Policy Number, Name of **Policyholder** and **Insured persons** when contacting the **Travel Assistance Partner**.

## Your Policy

**Your** Travel Insurance policy cover comes complete with a premier service. A dedicated first-class service, with claims settled quickly and without any hassle. And a service that looks after **Your** lifestyle as much as **Your** travel benefits under **Your** Policy, offering a level of support above and beyond what **You**'d find with standard cover.

### How long does my Travel Insurance run for?

The policy will remain in force from the date of commencement or renewal or as otherwise shown on **Your** schedule. **You** should review the level of benefit that **You** have chosen to make sure that it is sufficient to cover **Your** needs.

If **You** wish to change anything or if there is anything **You** do not understand, please call us on **659- 0659**.

### Information and changes We need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

**You** must also tell us about the following changes:

- A change to the people insured, or to be insured.
- A change of address.
- A change of occupation, including any part-time work.
- Criminal convictions for any of the people insured, or to be insured.
- Any pre-existing health conditions
- Any change affecting **Your** trips

If **You** are in any doubt, please contact **Us on 659 0659** or by email on [info@quantuminsurance.com](mailto:info@quantuminsurance.com).

When **We** are notified of a change, **We** will tell **You** if this affects **Your** policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy.

## KYC

For compliance with the Code on the Prevention of Money Laundering and Terrorist Financing, **You** are required to fulfil the Individual Know Your Client (KYC) procedures/Corporate provided to **You** and furnish all the documents requested therein. Failure or inability to provide **Us** with satisfactory KYC documentation may render this Policy null and void.

**If the information provided by You is not complete and accurate:**

- We may cancel Your policy and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the premium and/or change the compulsory excess, or the extent of the cover may be affected, or Your Policy may become null and void.

**Who is covered**

**Your** schedule shows the persons who are insured under the policy and any special terms and conditions that may apply.

Cover is only available to persons resident in **Mauritius and its dependencies** and is only valid for round trips starting and/or returning to **Mauritius and its dependencies**. **You** must have a permanent residential address in **Mauritius and/or its dependencies** and unrestricted right of entry to **Mauritius and its dependencies**.

**What is covered**

**You are covered for:**

1. holidays and leisure trips;
2. business trips provided **You** have paid the appropriate premium (please refer to **Your** insurance schedule and the Insurance schedule)

**NOTE:** trips with a scheduled duration of more than the specified trip duration will not be covered under this policy and **You** should arrange separate insurance for the whole duration of these trips;

3. trips with a maximum planned duration as shown on **Your** schedule;
4. trips within the geographic region as shown on **Your** schedule;
5. winter sports activities if **You** have paid the appropriate premium and it is shown on **Your** insurance schedule;
6. participating in sports and activities under section 18; provided **You** have opted for this cover benefit;
7. reasonable activities **You** partake in on an unplanned and incidental basis provided that **You** are:
  - a. supervised by a qualified instructor/licensed operator, or
  - b. hold the appropriate qualification or licence, or
  - c. have subscribed to an accredited organisation for the activity,
  - d. and that **You** act in a reasonable way and use all recommended equipment and protective clothing that is necessary.

## Limits of cover and Excesses

The limits of cover under each section are shown on the Insurance schedule(page one) or in your policy schedule and apply to each **insured person**. This policy has an excess as shown in your policy schedule which will be deducted in the event of a claim under certain sections.

The excess is applicable per person, per policy section, per insured incident.

## When cover starts and ends

In respect of booking cancellation, cover starts from the time of booking and having paid for the trip providing it is within the period of cover as shown on **Your** insurance schedule and ends when **You** leave **Your** home to commence the trip.

All other sections of cover start from when **You** leave **Your** home to commence the trip.

Cover applies for the duration of the booked trip (or earlier return to Mauritius) including the period of travel directly to the departure point and back home directly afterwards, not exceeding 24-hours in each case.

## Cancellation rights

If **Your** cover does not meet **Your** requirements, please notify us within 30 days of receiving **Your** policy for a refund of **Your** premium. If during this 30-day period **You** have travelled, made a claim, or intend to make a claim then **We** are entitled to recover all costs for those services that **You** have used. Please note that **Your** cancellation rights are no longer valid after this initial 30-day period.

## Applicable Governing Law and Jurisdiction

This **Policy** shall be governed by the laws of Mauritius. Subject to clause 9 of the General Conditions, the Courts of Mauritius shall have exclusive and final jurisdiction in any dispute, doubt or question arising hereunder and in the event of any action, claim or demand by any claimant under or by virtue of the original insurance, the liability of the Insurer to indemnify the Insured in such event shall be limited to judgments delivered or obtained by a Court of competent jurisdiction within Mauritius.

## Your duty to prevent loss or damage

**You** shall at all times take all reasonable steps to safeguard Your property insured from loss or damage.

## Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

## Important Information

### Data Protection

For the purposes of the Data Protection Act 2004, the Data Controller in relation to any personal data **You** supply in connection with this cover is the Insurer.

### Insurance Administration

Information **You** supply may be used for the purposes of insurance administration by the Insurer, their associated companies and **Your** intermediary (if applicable).

It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/ codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

In assessing any claims made, the Insurer or their agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other Insurers either directly or via those acting for the Insurer (such as loss adjusters or investigators). With limited exceptions, and with the necessary endorsements, **You** have the right to access and if necessary rectify information held about **You**.

### Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the Insurer may need to collect data which the Data Protection Act defines as sensitive (such as criminal convictions). By proceeding with this contract **You** will signify **Your** consent to such information being processed by the Insurer or their agents.

### Copy Policy on Request

**You** should keep a record of all information supplied to us for the purpose of this insurance. A further copy of the policy will be provided to **You** on request or can be downloaded from the Quantum Insurance Ltd website at <https://www.quantuminsurance.com>

## How to Make a Claim

### Submit Online

**You** can submit **Your** Travel insurance claim notification 24 hours a day, 7 days a week by following the steps below:

- Go to our 'My Account' page on our on line portal <https://www.quantuminsurance.com>
- Log in using Your Log In ID and password provided to You at the time of purchase of this Policy.
- Select your Travel Policy and fill in the online notification form and submit online.
- Attach any supporting documentations relevant to your claim, such as medical report, police reports, valuations, etc.

### Claims procedure

All claims to be submitted within **10 days** of the incident giving rise to the claim. First, check this wording to make sure **Your** claim is valid:

#### Medical claims

If serious injury is incurred in which **You** are admitted to hospital abroad or require significant out-patient treatment, call our **Emergency Medical Assistance Service** on **(+27) 11 991 8881** or email at **[assist@europassistance.co.za](mailto:assist@europassistance.co.za)** as soon as possible. **You** will be given advice on what to do and the assistance **You** require. All original receipts for medical consultations/treatment/ medication etc. should be retained and submitted to support **Your** claim. **You** may be requested to provide the medical reports in respect of your medical claims. **We** reserve the right to ascertain the eligibility of such medical claims.

#### Out-patient treatment and minor in-patient treatment

**You** may contact the claims service for a claim form by email on **[claims@quantuminsurance.com](mailto:claims@quantuminsurance.com)** or by phone on **659-0659**.

They will advise **You** of any additional supporting documentation required (this will be dependent upon the circumstances and nature of the medical claim).

All original receipts for medical consultations/treatment/medication etc should be retained and submitted to support **Your** claim.

#### Cancellation claims

The travel agent, tour operator, provider of transport or accommodation must be contacted immediately and **You** must obtain a cancellation invoice. The original tickets and booking forms/receipts will also be required to support **Your** claim. **You** may notify a claim on **[www.quantuminsurane.com](http://www.quantuminsurane.com)** through the My Account section or contact the claims service for a claim form by email on **[claims@quantuminsurance.com](mailto:claims@quantuminsurance.com)** or by phone on **650-0659** when **You** return home.

We will advise **You** of any other additional supporting documentation required (this will be dependent upon the reason for the cancellation).

### Curtailment claims

Call our **Travel insurance partner** on (+27) 11 991 8881 or email them at [assist@europassistance.co.za](mailto:assist@europassistance.co.za) if You are ill or injured. Their authorisation must be obtained before You cut short Your trip. All original ticket stubs/booking forms/receipts should be retained and submitted to support Your claim. You may notify a claim on [www.quantum.co.mu](http://www.quantum.co.mu) by making-a-claim or contact the claims service for a claim form by email on [claims@quantuminsurance.com](mailto:claims@quantuminsurance.com) or by phone on 650-0659 when You return home. They will advise You of any other additional supporting documentation required (this will be dependent upon the reason for the curtailment).

### Personal liability

Obtain as much information as possible, including police reports, witness details and any claims photographs. **You** must not admit liability at any time. The claims service must be notified immediately by email on [claims@quantuminsurance.com](mailto:claims@quantuminsurance.com) or by phone on **650-0659**.

### Personal luggage

Written proof of the incident must be obtained from the police, the accommodation management, tour operator or carrier within 24-hours of the reported loss/theft. If the loss occurs during travel, **You** must obtain a property irregularity report from the carrier. For all item(s), pair or sets of items over USD 100, **You** will also be asked to provide the original receipts. If You cannot find the original receipts, other proof of ownership (such as bank/credit card statements and photographs of Yourself wearing the item) may be offered to support **Your** claim instead.

If personal baggage is delayed obtain a written report from the carrier (e.g. airline, shipping company etc) is required detailing the length and cause of the delay. Retain all the receipts which relate to any emergency replacement items **You** have purchased.

**You** may notify a claim on [www.quantuminsurance.com](http://www.quantuminsurance.com) by making-a-claim or contact the claims service for a claim form by email on [claims@quantuminsurance.com](mailto:claims@quantuminsurance.com) or by phone on **650-0659** when **You** return home.

### Missed departure

Written confirmation must be obtained from the transport company, police or roadside claims assistance service confirming the location, reason and duration of the delay. **You** may notify a claim on [www.quantuminsurance.com](http://www.quantuminsurance.com) through the 'MY Account' section or contact the claims service for a claim form by email on [claims@quantuminsurance.com](mailto:claims@quantuminsurance.com) or by phone on **650-0659** when **You** return home.



## Travel delay

Written confirmation must be obtained from the airline, shipping, coach or train company stating the period of the delay and the reason for the delay.

Please remember that cover for travel delay is provided for these specific reasons only:

- strike or industrial action (provided that when this policy was taken out and or the trip was booked,
- there was no reasonable expectation that the trip would be affected by such cause);
- adverse weather conditions;
- the mechanical breakdown or technical fault of the aircraft or sea vessel.

## Claims evidence for Travel Delay, Travel and Flight Cancellation and Curtailment

**We** will require (at **Your** own expense) the following evidence where relevant.

- A copy of the advice against all travel or all but essential travel issued by the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or the regulatory authority in a country to/from which You are travelling.
- Booking confirmation together with a cancellation invoice from Your travel agent, tour operator or provider of transport/accommodation.
- In the case of curtailment claims, written details from Your travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the trip
- Your unused travel tickets.
- A letter from the carriers (or their handling agents) confirming the number of hours delay, the reason for the delay and confirmation of Your check in times.
- Written confirmation from the public transport operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.
- Written confirmation from the company providing the accommodation (or their administrators), the local police or relevant authority that You could not use Your accommodation and the reason for this.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Any other relevant information relating to **Your** claim under this section that we may ask **You** for.□□

## Complaints Procedure

### Customer Care

#### What to do if you are not satisfied

Our aim is to get it right first time, every time. If **We** make a mistake **We** will try to put it right promptly.

If for any reason **You** are dissatisfied about our standard of service, please channel this information to us.

Any complaint received by us shall be dealt with in an efficient and timely manner. **We** shall address **Your** reasonable concerns on the condition that **Your** complaint relates to a service or product provided by us.

The present document will guide You through.

#### 1. How to make Complaints?

In writing and addressed to:

**The Complaints Coordinator**

**Quantum Insurance Ltd**

**Ground Floor, Lot 15A4 Hyvec Business Park,  
Wall Street, Ebene, 72201.**

Via telephone no. **659 0659**

Via email on the following address: **complaints@quantuminsurance.com**

#### 2. What information should I provide with my Complaint?

- Specify **Your** name, address, and contact details
- Precise description of nature of complaint

### 3. How will my complaint be dealt with?

- The Complaints Coordinator shall acknowledge receipt of the complaint within three (3) working days
- **We** shall undertake to settle complaints within thirty (30) working days
- If any complaint is exceptionally likely to take longer to investigate, the Complaints Coordinator will keep **you** informed of the progress status on a regular basis.
- The Complaints Coordinator shall inform **You** in writing of the final response within thirty (30) working days from filing of the complaint.
- The final response letter shall, where practicable, specify the reasons or circumstances which have been considered for the settlement or non- settlement, as the case may be, of issues raised in **Your** complaint.

### 4. In what circumstances can I refer the matter to the Office of Ombudsperson for Financial Services?

- Where no settlement has been reached within thirty (30) working days from the date of the filing of the complaint (unless You have been made aware that the matter is under investigation and shall take longer), You are entitled to refer the matter to the Office of Ombudsperson for Financial Services, 8th Floor, SICOM Tower, Wall Street, Ebene.
- Please note that the Office of Ombudsperson for Financial Services will consider complaints only to the extent that all attempts to resolve the complaint have failed and the customer is still not satisfied with the outcome.

If **Your** complaint relates to the service provided by **Your** insurance intermediary, **Quantum Insurance Ltd** will pass the details on to them and follow up on the progress of their investigations.

#### Definitions-“Meaning of Words”

Whenever the following words appear in this policy wording they will always have these meanings:

#### **Appointed adviser/Assistance Provider/Emergency Medical Assistance Service**

The solicitor or appropriately qualified person, firm or company, including us, who is chosen to act for You in Your claim for compensation.

**Close business associate**

Any person whose absence from business for one or more complete days at the same time as **Your** absence prevents the effective continuation of that business.

**Couple**

The lead insured, spouse (or co-habiting partner) named on the schedule.

**Curtail/curtailment**

Return early to home before the scheduled return date.

**Expert witness**

A person who testifies in a court of law because they have specialist knowledge in a particular field or area of expertise, entitling that person to testify about their opinion on the meaning of facts.

**Family**

**You** and **Your** spouse (or co-habiting partner) and Your financially dependent children, aged under 23-years in full time education, at the inception date of Your policy all normally resident with You and named on the schedule.

**Hazardous activities**

Participating in any sport or activity which could pose an increased risk or danger to **You**, and may require **You** to take additional precautions to avoid injury or claim (a list of included sports activities covered by this insurance are shown in section 18.

**Hijack**

The unlawful seizure or wrongful exercise of control of **You**, an aircraft or conveyance in which **You** are travelling as a passenger.

**Home**

**Your** residential address in Mauritius and its dependencies.

**Immediate/Close relative**

Mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, stepchild, step-brother or step-sister resident in Mauritius and its dependencies.

**Insurer/ We/Us/Our/The Company**

Quantum Insurance Ltd also construed to mean Quantum Insurance.

**Legal action**

Work carried out to support a claim that We have agreed to. This includes settlement negotiations, hearings in a civil

court, arbitration and any appeals resulting from such hearings other than an application by **You**:

- to a Court of Justice, Court of Human Rights or similar International body; or
- to enforce a judgement or legally binding decision.

### **Legal costs**

Fees, costs and expenses (including Value Added Tax) which **We** agree to pay for **You** in connection with legal action. Also, any costs which **You** are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs **We** agree to pay.

### **Loss of limb**

Physical, permanent and total loss of use at or above the wrist or ankle.

### **Loss of sight**

The complete, irrecoverable and irremediable loss of all sight in one or both eyes.

### **Mauritius**

The territories of Mauritius and its dependencies

### **Medical practitioner**

A registered practising member of the medical profession who is not travelling with **You**, who is not related to **You** or to any person with whom **You** are travelling or intending to stay with.

### **Travel Documents**

Travel tickets and passports held by **You** for social domestic and/or pleasure purposes.

### **Permanent Total Disablement**

Disablement as a result of which there is no business or occupation, which **You** are able to attend and to which having lasted for a period of 12 months, is, at the end of that period, beyond hope of improvement.

### **Personal accident**

Accidental bodily injury caused solely and directly by outward violent and visible means.

### **Personal baggage**

**Your** suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by **You** for **Your** individual use during **Your** trip. (Not including any specialised items, medical or otherwise, unless specified on **Your** schedule).

### **Political unrest**

A disturbance or turmoil, political or military or otherwise that poses an immediate threat to **Your** safety.

### **Public transport**

Any fare paying passenger on the following regular scheduled forms of transport: aircraft and sea vessel.

**Serious Injury**

Any life-threatening injury or equivalent.

**Unattended**

When **you** are not in full view of and not in a position to prevent unauthorised interference with **Your** property.

**Valuables**

Watches, furs, jewellery, photographic equipment, binoculars, telescopes, spectacles, sun glasses, mobile telephones, computers and or accessories (including laptops, games and gaming consoles), video equipment, camcorders and audio equipment including personal stereos, DVD, minidisc players, iPods and MP3 players, CDs, DVDs, tapes, films, cassettes, cartridges, headphones and televisions.

**Winter sports**

Conventional skiing/snowboarding only. **We** do not cover any competition, free-style skiing, ski jumping, ski-flying, ski acrobatics/aerials, ski stunting, parapenting, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters. Off-piste skiing is covered when **You** are skiing within the ski area boundaries of a recognised ski resort and following ski patrol guidelines.

**You/Your/Insured/Policyholder**

The Policyholder and/or the insured persons named in the Schedule.

**This section has intentionally been left blank.**

## Section 1: Medical Expenses: You Need Medical Help...

### What is covered

**You** are covered up to the limit as shown on the Insurance schedule for costs incurred outside Mauritius for:

1. Emergency medical and surgical treatment and hospital charges (including necessary physiotherapy, authorised by the Emergency Medical Assistance Service);
2. Emergency dental treatment, to relieve pain only, limited to amount shown on the Insurance schedule; and
3. Accidents

If **You** are admitted to hospital for in-patient overseas treatment, the Emergency Medical Assistance Service must be notified immediately. They will deal directly with the hospital and arrange the payment of any bills.

**You** must maintain contact with the Emergency Medical Assistance Service until **Your** return to Mauritius or until **You** no longer require treatment or assistance.

If **You receive** out-patient treatment (no hospital admission) and the costs are likely to exceed USD 100 You must refer to the Emergency Medical Assistance Service for authorisation.

If **You** receive out-patient treatment (no hospital admission) in other countries, it may be easier to pay any bills Yourself. Keep all receipts and submit a claim when **You** return home.

**If You are in any doubt, call the Emergency Medical Assistance**

### What is not covered

1. Any excess which is applicable.
2. Any sums which can be recovered from another source or which are covered under any National Insurance scheme or reciprocal health arrangement.
3. Any expenses or fees, for in-patient treatment or returning home early, which have not been reported to and authorised by the Emergency Medical Assistance Service.
4. Any expenses incurred for illness, injury or treatment required as a consequence of:
  - a. surgery or medical treatment which in the opinion of the attending medical practitioner and the Emergency Medical Assistance Service can be reasonably delayed until Your return to Mauritius.
  - b. medication and or treatment which at the time of departure is known to be required or to be continued during Your trip.
5. If the Health Warranty is not complied with and You do not have an appropriate endorsement from Us.
6. The cost of any routine or elective (non-emergency) treatment or surgery, including specialist review or referral exploratory tests, treatment or surgery



## Section 1: Medical Expenses: You Need Medical Help... (cont'd)

What is covered	What is not covered
<p>The 24-hour Emergency Medical Assistance telephone number is: +27 (0) 11 991 8881.</p> <p><b>NOTE:</b></p> <p>This is not a private health insurance policy.</p> <p>We will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available and We reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.</p> <p>In the event of medical treatment becoming necessary for which reimbursement will be sought, We or our representatives will require unrestricted access to all Your medical records and information.</p>	<p>or injury, which necessitated <b>Your</b> admittance to hospital.</p> <ol style="list-style-type: none"> <li>7. Claims that are not confirmed as medically necessary by the attending medical practitioner or the Emergency Medical Assistance Service.</li> <li>8. Any additional hospital costs arising from single or private room accommodation unless medically necessary.</li> <li>9. Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.</li> <li>10. Any costs incurred within Mauritius.</li> <li>11. Communicable diseases such as COVID-19 and any test performed pertaining to such communicable diseases.</li> <li>12. Further costs <b>You</b> incur if <b>We</b> wish to bring <b>You</b> home early but <b>You</b> refuse (where in the opinion of the treating medical practitioner and the Emergency Medical Assistance Service <b>You</b> are fit to travel).</li> <li>13. Anything mentioned in the <b>General Exclusions</b>.</li> </ol>

## Section 2: Personal Accident: You are in a serious accident

### What is covered

**You** are covered up to the limit as shown on the Insurance schedule, in respect of loss of limb, loss of sight, permanent total disablement or for death (which will be paid to **Your** legal representative), if **You** have a personal accident during **Your** trip which, up to 12 months from the date of the accident, is the sole cause of **Your** consequent death or disability.

**We** will only pay the benefit for permanent total disablement if **Your** medical practitioner confirms that **You** cannot do any paid work for 12-months after the date of the accident and there is little or no hope of improvement. **You** must accept and agree to examination by **Our**, doctor or specialist should **We** consider it necessary to validate the claim.

The limit of compensation is as per the Table for Travel Accident Scale of Compensation (General Condition No.11).

The 24-hour Emergency Medical Assistance telephone number is: +27 (0) 11 991 8881.

### What is not covered

1. Any claims for death, loss or disablement caused directly or indirectly by:
  - a. disease or any physical defect or illness;
  - b. an injury which existed prior to the beginning of the trip.
2. Anything mentioned in the **General Exclusions**.

### Section 3: Medical Evacuation: You need Medical Repatriation or Evacuation

#### What is covered

You are covered up to the limit as shown on the Insurance schedule, in respect of Medical Repatriation and Emergency Travel Expenses which are necessarily incurred as a direct result of Your health state necessitating Your transfer in an appropriate medical institution, recruitment of a doctor on site, repatriation to Your home or transportation to Your country of residence.

**We will pay up to the appropriate Sum Insured shown in the Schedule for all Medical Repatriation and Emergency Travel Expenses necessarily incurred in respect of any one Insured Person.**

The options regarding the modalities of this medical assistance are, in any event, the sovereign and exclusive decision of the Medical doctor of the Emergency Medical Assistance. The Emergency Medical Assistance can in no way replace local emergency services, or incur related costs.

The medical assistance modalities are decided by the Medical doctor of The Emergency Medical Assistance.

**The 24-hour Emergency Medical Assistance telephone number is:  
+27 (0) 11 991 8881.**

#### **NOTE:**

This is not a private health insurance policy.

We will pay for medical evacuation and repatriation costs only if there only if there is no appropriate reciprocal health agreement in existence and no public service health agreement in existence

#### What is not covered

1. Any claim if the **Insured Person** is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining Treatment.
2. Anything mentioned in the General Exclusions.

### Section 3: Medical Evacuation: You need Medical Repatriation or Evacuation (cont'd)

#### What is covered

and no public service available and We reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of medical treatment becoming necessary for which reimbursement will be sought, We or our representatives will require unrestricted access to all Your medical records and information.

#### What is not covered

Please refer to the previous page.

This section has intentionally been left blank.

#### Section 4: Repatriation of the Body In case of Death: You die, whilst on Your trip

##### What is covered

**You** and the **Insured persons** are covered up to the limit as shown on the Insurance schedule, in respect of repatriation costs which are necessarily incurred as a result of the death of an **insured person** for the transport of the Insured's body to the nearest international airport of his residence in the home country.

**We** will pay up to the appropriate Sum Insured shown in the Schedule for all repatriation costs necessarily incurred in respect of any one **Insured Person**.

The options regarding the modalities of this benefit are, in any event, the sovereign and exclusive decision of the Medical doctor of the Emergency Medical Assistance. The Emergency Medical Assistance can in no way replace local emergency services, or incur related costs.

**We** will also cover up to the limit as shown on the Insurance schedule for the cost of the funeral and coffin expenses (standard model) necessary for transporting the body.

The 24-hour Emergency Assistance telephone number is: +27 (0) 11 991 8881.

##### What is not covered

1. Any claims for death resulting from any:
  - a) pre-existing health condition/ disease or any physical defect or pre-lasting illness;
  - b) an injury which existed prior to the beginning of the trip.
2. Anything mentioned in the **General Exclusions**.
  1. **Funeral Expenses incurred in Mauritius**

## Section 5: Emergency Return: You have to return home early

What is covered	What is not covered
<p>If <b>You</b> must return Home to attend the funeral of a Close Relative or a Close Business Associate after an accident only, <b>We</b> will make available and cover up to the limit as shown on the Insurance schedule, the first available tourist class airfare ticket for Your return to the country of residence.</p> <p>In the event where this premature return would make impossible the return of the other <b>persons travelling with You and who are insured under the present policy</b> by the initial means of transport, <b>We</b> will provide <b>these persons</b> with an economy class airfare ticket, to allow <b>their</b> return to the country of residence.</p> <p>Any refund you receive on the existing airfare ticket must be refunded to Quantum insurance and <b>You</b> must do all reasonable actions and efforts to give effect to such refund as soon as possible.</p> <p>The 24-hour Emergency Assistance telephone number is: +27 (0) 11 991 8881.</p>	<p>Anything mentioned in the General Exclusions.</p>

## Section 6: Emergency Return of the other Insured persons accompanying You

### What is covered

**This section is applicable when the Insured person fall seriously ill or meets in an accident abroad, and he/she was travelling with another person. Only children under the age of 15, or any family member who is in such an emotional state that he/she cannot travel alone are eligible to claim the benefit of this section– No limit cover**

In case of repatriation of the body of the Insured person to his country of residence, **We** will provide and cover an economy class airfare ticket up to the limit stated in the Insurance schedule, if necessary, for an accompanying adult to go on site and accompany Home the family members who accompanied the Insured person during the interruption of the travel following the death of the same Insured person.

If, owing to his illness or his accident, the Insured person is unable to care for his insured children under 15 years traveling with him, **We** will provide and cover an economy class airfare ticket up to the limit stated in the Insurance schedule, if necessary, for an accompanying adult (designated by the Insured) to go on site and accompany Home the Insured's children who accompanied the Insured during the interruption of the travel, to bring them to their Home residence.

**The 24-hour Emergency Assistance telephone number is: +27 (0) 11 991 8881.**

### What is not covered

1. Any accommodation costs incurred by the accompanying adult.
2. Anything mentioned in the **General Exclusions**.



## Section 7: Presence of a close relative by Your side: You are hospitalised

### What is covered

**We** will provide and pay for the air fare costs of an economy class return ticket from the country of residence, up to the limit stated in the Insurance schedule, for a **Family** member (or a person designated by **You**), to visit **You** by **Your** bedside during **Your** hospitalisation for a period of 7 consecutive days or more whilst on **Your** trip.

Provided that there was no close relative accompanying **You** during **Your** trip when **You** have to be hospitalized for 7 consecutive days or more.

The 24-hour Emergency Assistance telephone number is: +27 (0) 11 991 8881.

### What is not covered

The air fare costs for a family member who:

1. is below 18 years of age;
2. has not obtained the required visa permit if applicable, to enter the territory of where the **Insured Person** is hospitalised.

## Section 8: Cancellation or curtailment of Your trip

### What is covered

**You** are covered up to the limit as shown on the Insurance schedule for the value of the portion of **Your** travel and accommodation expenses, calculated from the date of **Your** return to Mauritius, which have not been used and which were paid before **Your** departure from Mauritius.

**You** are also covered for reasonable additional travelling expenses (economy class) incurred by **You** for returning to **Your** home earlier than planned due to a cause listed below:

1. accidental injury, serious illness, death of **You**, any person with whom **You** are travelling or staying with during **Your** Trip, or of an immediate relative or Close Business Associate of **Yours**;

2. **Your** home or place of business being made uninhabitable or the police requesting

**Your** presence following a theft from **Your** home.

3. **Your** home is destroyed by fire.

#### Conditions:

1. **You** must contact the Emergency Assistance Service for assistance/advice if **You** need to cut short or cancel **Your** trip for an insured reason.
2. **You** must use or revalidate **Your** original ticket for **Your** early return. If this is not possible **You** must provide evidence that additional costs were

### What is not covered

1. The policy excess, if applicable, as shown on the Insurance schedule. This applies to each person making a claim.
2. Claims that are not confirmed as medically necessary by the Emergency Assistance Service, and where a medical certificate has not been obtained from the attending medical practitioner confirming it necessary to curtail or cancel the trip.
3. Additional travelling expenses incurred which are not authorised by the Emergency Assistance Service.
4. Unused prepaid travel tickets where repatriation has been arranged by the Emergency Assistance Service.
5. If the Health Warranty has not been complied with and **You** do not have an appropriate endorsement in **Your** schedule (see **Health Warranty page 8**).

## Section 8: Cancellation or curtailment of Your trip (cont'd)

### What is covered

necessary. Any refunds due on unused original tickets will be deducted from **Your** claim. If **You** do not have an original return ticket, **You** will not be reimbursed for costs incurred for **Your** early return.

3. If **You** require the Emergency Assistance Service to pay for arrangements, they may first need to contact the relevant medical practitioner to confirm **Your** claim falls within the terms of our cover.

4. If **You** make **Your** own arrangements, **You** must supply all necessary documentation to substantiate that **Your** claim falls within the terms of cover.

5. This policy does not provide Compensation for loss of holiday/enjoyment.

#### The 24-hour Emergency Assistance

telephone number is:

+27 (0) 11 991 8881.

**Note:** Trip under this section shall mean **Your** journey including **Your** travel and accommodation facility for which **You** have incurred expenses for the purpose of the duration of **Your** planned stay.

### What is not covered

Please refer to the previous page.

## Section 9: Cancellation or curtailment of Your flight (cont'd)

### What is covered

#### Curtailment for more than 12 hours but less than 24 hours

We will pay **You** up to a maximum of the limit shown on **Your** Insurance schedule:

6. If the Public Transport on which **You** are booked to travel during your Trip abroad is cancelled, leading to **Your** departure being delayed for more than **12-hours** at the departure point of any connecting Public Transport to **Your** overseas destination or on the return journey to **Your** home. We will pay **You** for the first completed **12 hours** delay (which is meant to help **You** pay for telephone calls made and meals and refreshments purchased during the delay) provided **You** eventually continue the trip.

#### Cancellation or delay after 24 hours

7. We will pay **You**:

a) up to the limit as shown on the Insurance schedule for any irrecoverable unused accommodation and travel and other prepaid charges which **You** have paid or are contracted to pay because **You** were not able to travel and use **Your** booked accommodation as a result the flight on which **You** were booked to travel being cancelled or delayed for more than **24-hours**

### What is not covered

1. The cost of airport departure duty/tax (whether irrecoverable or not).
2. Travel tickets paid for using any airline mileage or other reward scheme, for example Air Miles.
3. Accommodation costs paid for using any timeshare, holiday property bond or other holiday point's scheme.
4. Claims arising directly or indirectly from:

strike, industrial action or a directive prohibiting all travel or all but essential travel, to the country or specific area or event to which **You** were travelling, existing or being publicly announced by the date **You** purchased this insurance  
or at the time of booking any trip;□

an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which **You** are travelling;

## Section 9: Cancellation or curtailment of Your flight (cont'd)

### What is covered

or

up to the limits as shown on the Insurance schedule for reasonable suitable additional accommodation (room only) and Public Transport expenses (economy class) necessarily incurred in reaching Your overseas destination and/or in returning Home as a result of the Public Transport on which You were booked to travel being cancelled, delayed for more than 12-hours, diverted or re-directed after take-off; or The amount payable will be calculated after deduction of the amount of the refund on Your ticket(s) together with any compensation from the Public Transport operator.

### What is not covered

denied boarding due to **Your** drug use, alcohol or solvent abuse or **Your** inability to provide a valid passport, visa or other documentation required by the public transport operator or their handling agents.

5. Any costs incurred by **You** which are recoverable from the public transport operator or for which **You** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments accommodation, transfers, communication facilities or other assistance.

## Section 9: Cancellation or curtailment of Your flight (cont'd)

### What is covered

**You** can only claim under subsections 6 or 7 for the same event, not both.

If the same costs, charges or expenses are also covered under section 8. – Travel delay **You** can only claim for these under one section for the same event.

**We** will pay **You** up to the limit as shown on the Insurance schedule for reasonable additional accommodation (room only) and **Public Transport** travel expenses (economy class) necessarily incurred in reaching **Your** overseas destination or returning Home if **You** fail to arrive at the departure point in time to board any onward connecting public transport on which **You** are booked to travel, following completion of the initial international journey, including connections on the return journey to **Your** home as a result of:

1. the failure of terrestrial (terra firma) public transport or;
2. strike, industrial action or Adverse Weather Conditions or;
3. **You** being denied boarding (because there are too many passengers for the seats available) and no other alternative connecting flight could be provided within 12-hours.

If the same costs and charges are also covered under sections 6. and 7.

Cancellation or curtailment, **You** can only claim for these under one section for the same event.

### What is not covered

6. Any accommodation costs, charges and expenses where the public transport operator has offered alternative travel arrangements. Any costs for normal day to day living such as food and drink which **You** would have expected to pay during **Your** trip.
7. Anything mentioned in General Exclusions applicable to all sections of the policy.

Section 9: Cancellation or curtailment of Your flight (cont'd)

What is covered	What is not covered
<p><b>The 24-hour Emergency Assistance telephone number is:</b></p> <p><b>+27 (0) 11 991 8881.</b></p> <p>Adverse Weather Conditions under this section shall mean any climatic conditions resulting directly or indirectly from a Natural Catastrophe.</p> <p><b>Natural Catastrophe</b> shall mean: Hurricane, cyclone, tornado, tsunami, earthquake, volcanic eruption, storm, flood, landslide, wildfire or high water.</p>	<p>Please refer to the previous page.</p>

This section has intentionally been left blank.

**Section 10: Travel and Flight Delay (Applicable only during flights delay and not for cancellation nor curtailment)**

**What is covered**

**You** are covered if **Your** flights during the Trip (excluding the outward flight from Mauritius), sea crossing are delayed for more than 12-hours beyond the intended departure time (as specified on **Your** travel ticket) as a result of:

- (i) strike or industrial action (provided that when this policy was taken out, and / or when the trip was booked there was no reasonable expectation that the trip would be affected by such cause);
- (ii) adverse weather conditions;
- (iii) mechanical breakdown or technical fault of the aircraft or sea vessel.

**Conditions:**

In the event of a claim due to delayed **Public Transport You** must provide documentation from the transport company, confirming the period of and the reason for the delay.

**What is not covered**

1. If, by your own fault, **You** have not checked-in in sufficient time for **Your** outward or return journey.
2. Any claims arising from withdrawal from service temporarily or otherwise of the aircraft, or sea vessel on the order or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country.
3. Abandonment of a trip once **You** have departed from Mauritius.
4. Internal flights which do not form part of **Your** outbound or inbound journey to/from Mauritius.
5. Anything mentioned in the **General Exclusions**.



## Section 11: Luggage Delay: Your bags are delayed

### What is covered

**You** are covered up to the limit as shown on the Insurance schedule for the cost of buying replacement necessities if **Your** personal baggage is delayed in reaching **You** on **Your** outward journey for at least 24-hours and **You** have a written report from the carrier (e.g. airline, shipping company etc.) or tour representative. Receipts showing proof of ownership will be necessary in the event of a claim.

**The 24-hour Emergency Assistance telephone number is: +27 (0) 11 991 8881.**

### What is not covered

1. If **Your** personal baggage is lost or damaged.
2. **Your** luggage is delayed:
  - a) due to confiscation or detention by customs or other officials or authorities;
  - b) due to wear and tear, denting or scratching, moth or vermin;
  - c) for transportation by any postal or freight service, or if sent under an air-way bill or bill of lading.

## Section 12: Loss of Your travel documents

### What is covered

**You** are covered up to the limit as shown on the Insurance schedule for accidental loss or theft of **Your** own Travel Documents whilst being carried on **Your** person or left in a locked safety deposit box.

**We** will pay up to the limit shown on the Insurance schedule for all costs incurred in replacing or reinstating the loss documents.

**The 24-hour Emergency Assistance telephone number is: +27 (0) 11 991 8881.**

### What is not covered

1. The policy excess, if applicable, as shown on the Insurance schedule. This applies to each person covered making a claim.
2. If **You** do not exercise reasonable care in protecting **Your** documents against loss, theft or damage.
3. If **You** do not obtain a written police report within 24-hours of the discovery in the event of loss, burglary or theft.
4. Any shortages due to error, omission or depreciation in value.
5. Anything mentioned in the **General Exclusions**

## Section 13: Luggage and Personal Belongings

### What is covered

#### Personal baggage

**You** are covered up to the limit as shown on the Insurance schedule for the value or repair to any of **Your** personal baggage (not hired, loaned or entrusted to **You**), which is lost, stolen, damaged or destroyed.

**NOTE:** **You** must obtain written proof of the accident from the police within 24-hours of the discovery in the event of loss, burglary or theft of the personal baggage. Failure to do so may result in **Your** claim being turned down.

If **We** decide to replace lost or damaged luggage **We** always replace new for old. We can replace or repair lost or damaged items, or make a cash settlement based on the replacement cost. We don't make any reductions for wear and tear.

#### Conditions

1. Any amount **We** pay **You** under section 11- Luggage Delay will be deducted from the final claim settlement if **Your** baggage is permanently lost.
2. **You** must obtain written proof of the incident from the police, **Your** accommodation management, tour operator or carrier, within 12-hours of the discovery in the event of loss, burglary or theft of the baggage.

Failure to do so may result in **Your** claim being declined.

### What is not covered

1. The policy excess shown on the Insurance schedule. This applies to each person covered making a claim; of any loss or damage of their luggage or personal belongings.
2. If **You** do not exercise reasonable care for the safety and supervision of **Your** personal baggage.
3. Any item, pair or set of items with a value of over USD 100, if an original receipt, valuation report or other acceptable proof of ownership and value cannot be supplied to support **Your** claim.
4. In the event of a claim for damaged items, proof of the damage must be supplied. The damaged articles must be retained by **You** and if requested, submitted to the claims handlers so as to substantiate a claim. Failure to do so may result in a claim being turned down.
5. If **Your** personal baggage is lost, damaged or destroyed in transit and **You** do not:
  - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carrier's report (or property irregularity report in the case of an airline); or
  - b) follow up in writing within seven days to obtain a written carrier's report (or property irregularity report in the case of an airline) if **You** are unable to do so on the next day.

## Section 13: Luggage and Personal Belongings (cont'd)

What is covered	What is not covered
<p>3. In the event of a claim for damaged items, proof of the damage must be supplied.</p> <p>4. In the event of a claim for a pair or set of items, <b>We</b> shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.</p> <p>5. If the repair cost is more than the value of an item, <b>We</b> will assess the claim as if the item has been lost.</p> <p><b>The 24-hour Emergency Assistance telephone number is: +27 (0) 11 991 8881.</b></p>	<p>6. Loss, destruction, damage or theft of the following property;</p> <ul style="list-style-type: none"> <li>a) contact or corneal lenses, hearing aids, dentures and false body parts or other prostheses;</li> <li>b) antiques, precious stones that are not set in jewellery, glass or china, pictures, musical instruments;</li> <li>c) electrical equipment including any hand-held computer equipment not defined under Valuables (including but not limited to PDAs, BlackBerrys, personal organisers and electronic navigation equipment);</li> <li>d) pedal cycles, dinghies, boats and/or ancillary equipment, vehicles or vehicle accessories (other than wheelchairs and pushchairs</li> <li>e) tools of trade;</li> <li>f) perishable items such as food;</li> <li>g) valuables left unattended at any time (including in a vehicle or in the custody of carriers) unless they are with <b>You</b> or locked in a safe or safety deposit box;</li> <li>h) valuables left as checked-in baggage.</li> </ul> <p>7. Loss, destruction, damage or theft;</p> <ul style="list-style-type: none"> <li>a) due to confiscation or detention by customs or other officials or authorities;</li> <li>b) due to wear and tear, denting or scratching, moth or vermin;</li> <li>c) transportation by any postal or freight service, or if sent under an air-way bill or bill of lading.</li> </ul>

## Section 13: Luggage and Personal Belongings (cont'd)

What is covered	What is not covered
<p>Please refer to the previous page.</p>	<ol style="list-style-type: none"> <li>8. Mechanical breakdown or derangement, or breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessels, aircraft or vehicle in which they are being carried.</li> <li>9. Personal baggage and valuables stolen from: <ol style="list-style-type: none"> <li>a) an unattended vehicle unless it was in the locked glove compartment or rear boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle and there is evidence of forcible and violent entry;</li> <li>b) an unattended vehicle (other than motor caravans) left for any period between the hours of 9 pm and 9 am.</li> </ol> </li> <li>10. Any shortage due to error, omission or depreciation in value;</li> <li>11. Any property more specifically insured or recoverable under any other source.</li> <li>12. Stamps, documents, deeds, samples or merchandise, manuscripts or securities of any kind, sports gear or activity equipment.</li> <li>13. Winter sports equipment unless You have paid the appropriate premium.</li> <li>14. Sports or activity equipment whilst in use.</li> <li>15. Anything mentioned in the General Exclusions.</li> </ol>

## Section 14: Personal Liability: You are legally liable

What is covered	What is not covered
<p><b>You</b> are covered up to the limit as shown on the Insurance schedule, for legal expenses and legal liability for damages incurred by <b>You</b> which are caused by an accidental event that happened during the trip, and leads to claims made against <b>You</b> as a result of:</p> <ul style="list-style-type: none"><li>• accidental bodily injury to a person who is not a member of <b>Your</b> family or household or employed by <b>You</b>;</li><li>• loss of or damage to any property which does not belong to <b>You</b>, is not in the charge of, and is not in the control of <b>You</b> or any member of <b>Your</b> family, household or employee;</li><li>• loss of or damage to temporary holiday accommodation that does not belong to <b>You</b>, or any member of <b>Your</b> family, household or employee.</li></ul> <p><b>NOTE: We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in Your name for our benefit against any other party.</b></p> <p><b>The 24-hour Emergency Assistance telephone number is: +27 (0) 11 991 8881.</b></p>	<ol style="list-style-type: none"><li>1. Fines imposed by a court of law or other relevant bodies.</li><li>2. Anything caused directly or indirectly by:<ol style="list-style-type: none"><li>a) Liability which <b>You</b> incur as a result of an agreement that <b>You</b> made which would not apply in the absence of that agreement;</li><li>b) Injury, loss or damage arising from:<ol style="list-style-type: none"><li>i) ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses,) or firearms or any weapons</li><li>ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings</li><li>iii) the carrying out of any trade or profession, manual work or hazardous occupation</li><li>iv) Racing of any kind</li><li>v) Any deliberate act</li><li>vi) Liability covered under any other insurance policy;</li></ol></li><li>c) Liability covered under any other insurance.</li></ol></li><li>3. Anything mentioned in the <b>General Exclusions</b>.</li></ol>

## Section 14: Personal Liability: You are legally liable (cont`d)

What is covered	What is not covered
Please refer to the previous page.	<b>NOTE:</b> If You are using a mechanical/motorised vehicle, make sure that You are adequately insured for third party liability as You are not covered under this insurance.

This section has intentionally been left blank.

What is covered	What is not covered
<p data-bbox="167 387 735 461"><b>Travel and Medical Assistance from Europ Assistance SA</b></p> <p data-bbox="167 517 735 667"><b>Europ Assistance SA</b>, our Assistance service provider, employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveler.</p> <p data-bbox="167 696 735 786"><b>We</b> have customised the services of 24-Hour Travel Assistance provided to protect the health of all travelers insured under this Policy.</p> <p data-bbox="167 835 735 983">When a traveler falls ill or suffers an accident whilst overseas or requires any other travel or medical-related help, Europ Assistance SA dedicated teams of doctors, nurses and case managers are on hand 24/7.</p> <p data-bbox="167 1032 735 1180">Their highly experienced specialists provide travelers with the highest quality of advice, support and assistance and an immediate response including emergency evacuation and repatriation.</p> <p data-bbox="167 1232 576 1305"><b>Europ Assistance SA Pre Travel Advice</b></p> <p data-bbox="167 1346 708 1447">Even before the Insured Journey commences our Assistance service can help with the following advice on:</p> <ul data-bbox="252 1496 708 1816" style="list-style-type: none"><li>• Customs regulations</li><li>• Currency limits and rules</li><li>• Banking procedures and hours</li><li>• Health matters and inoculation requirements</li><li>• Visa requirements and procedures</li></ul>	<p data-bbox="839 371 1286 427"><b>Anything mentioned in the General Exclusions.</b></p>

## Section 15: Travel Assistance: You need 24-hour Travel assistance (cont'd)

### What is covered

#### Our Emergency Medical Assistance

In an emergency an Insured or **Insured Person** can obtain immediate assistance by telephoning **Europ Assistance SA**. The 24/7 operations centre has:

- a network of doctors and nurses throughout the world
- multilingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical emergency.

As well as medical assistance, our Assistance Service Helpline will provide the following assistance

- advice on replacement of lost or stolen tickets passport or travel documents
- assistance in liaison with carrier on location of lost luggage items
- emergency message relay to family

**The 24-hour Travel Assistance telephone number is: +27 (0) 11 991 8881.**

**This is a service only facility and no indemnity is offered under this section.**

### What is not covered

**Anything mentioned in the General Exclusions.**



## Section 16: Concierge Services: You need 24-hour Concierge services

### What is covered

**Life-style and Concierge Services from Europ Assistance SA, Our Global Travel Assistance Service provider.**

Europ Assistance SA, our Assistance service provider, employs a multilingual team of highly skilled and experienced professionals who provide travel concierge services required by today's traveler.

**We** have customised the services of 24-Hour Travel Assistance to provide a wealth of services under this Policy.

A comprehensive service around the world that provides information on sporting activities, concerts, festivals, art exhibitions, theatres, theme parks, health clubs and other leisure facilities for most major international cities.

If **You** wish to book a particular event or venue, such as a sporting event, **We** will utilise the extensive supplier network to source tickets and arrange payment\* and collection on **Your** behalf.

\* Applicable payment to be made on **Your** credit or debit card direct with the venue, promoter or through a third party provider. **We** do not make any supplementary charges to prices quoted.

**We** provide a search and reservation facility for hotels and restaurants, to suit **Your** taste as well as **Your** pocket.

### What is not covered

**Anything mentioned in the General Exclusions.**

## Section 16: Concierge Services: You need 24-hour Concierge services (cont'd)

### What is covered

Information includes location, rating, amenities, pricing and availability. The service also operates in conjunction with our travel planning service with optional overnight accommodation arranged for planned journeys.

### Troubleshooting

Our Assistance Service Provider will endeavour to fulfil any other service request that **You** may make and can provide practical advice and information on virtually any travel related issue, as well as to offer hands-on assistance in the event of an emergency situation arising:

- banking hours and national holidays, worldwide;
- customs and duty regulations;
- embassy and consulate information;
- latest Foreign Office news;
- overseas weather overview;
- local customs and languages spoken.

### Air travel

Our Assistance Service Provider will provide **You** with comprehensive information on schedule flight times, any restrictions and connections information including advice on the best options available.

### Health brief

Our Assistance Service Provider can provide a pre-trip health planner for any trip abroad.

### What is not covered

Please refer to previous page.

What is covered	What is not covered
<p>Recommended when travelling long haul, to non-tourist destinations, matched to <b>Your</b> travel itinerary by country, time of visit, type of living conditions and age.</p> <p><b>We</b> could provide to <b>You</b> the following information:</p> <ul style="list-style-type: none"> <li>• seasonal diseases and potential health hazards.</li> <li>• recommended immunisations.</li> <li>• malaria proliferation.</li> <li>• General travel advice.</li> <li>• Pre-trip travel health information and guidance.</li> <li>• Precautions necessary for different countries and environments.</li> <li>• Common minor ailments and bugs experienced when abroad.</li> <li>• Child health.</li> <li>• Travel advice during pregnancy.</li> <li>• Special precautions when abroad whilst pregnant.</li> <li>• Medical practitioner 'in-country' service locator.</li> <li>• Foreign emergency services database.</li> <li>• General information on prescribed drugs.</li> <li>• Identification of foreign brand names for prescribed drugs.</li> <li>• Adverse reactions and interactions.</li> <li>• Side effects of prescribed drugs.</li> <li>• Contra-indications for drugs.</li> <li>• Tropical diseases information.</li> </ul> <p><b>The 24-hour Concierge Assistance telephone number is: +27 (0) 11 991 8881.</b></p>	<p><b>Please refer to page 46.</b></p>

## Section 16: Concierge Services: You need 24-hour Concierge services (cont`d)

What is covered	What is not covered
<p><b>Gift and flower delivery</b></p> <p>For an important occasion or anniversary, <b>We</b> can assist, through the intervention of our Assistance Service Provider, with the choice and delivery of the most suitable gift, at an agreed budget and advise on delivery timescales.</p> <p>Purchase* and delivery can be arranged on <b>Your</b> behalf with the gift provider and sent with a greetings message of <b>Your</b> choice.</p> <p><b>Messaging</b></p> <p>During a foreign trip there may be an urgent need for <b>You</b> to contact a friend, relative or colleague and in certain instances it can be difficult to establish communication with the recipient. In this situation, our Assistance Service Provider will send a message, at a time to suit <b>You</b>, by telephone, fax or email.</p> <p><b>Interpretation and translation</b></p> <p>As an insured, <b>You</b> have access to a multilingual interpretation service when abroad, if <b>You</b> need assistance in translating an important document or <b>You</b> need help in communicating in a foreign language, <b>We</b> will arrange for one of its multi-lingual advisors to assist.</p> <p><b>This is a service only facility and no indemnity is offered under this section.</b></p>	<p>Please refer to page 46.</p>

## Section 17: Passive Terrorism Cover: You are injured or die

This section is applicable if You have paid the appropriate premium and selected this option (please refer to Your insurance schedule and the Insurance schedule).

### What is covered

Coverage shall be provided for Accidents suffered by the **Insured Person/s** on account of events of war, without the **Insured Person** being an active participant in a war or civil war (passive war risk). Anybody supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in war by a party engaged in hostile actions, shall be deemed to be an active participant in war. Cover shall also be provided for Accidents resulting from terrorist attacks related to a war or civil war but being committed outside the territories of the parties engaged in war.

**You** are covered up to the limit as shown on the Insurance schedule, in respect of loss of limb, loss of sight, permanent total disablement or for death (which will be paid to **Your** legal representative), if **You** have a personal accident during **Your** trip which, up to 12 months from the date of the accident, is the sole cause of **Your** consequent death or disability.

**We** will only pay the benefit for permanent total disablement if **Your** medical practitioner confirms that **You** cannot do any paid work for 12-months after the date of the accident and there is little or no hope of improvement.

**You** must accept and agree to examination by our doctor or specialist should **We** consider it necessary to validate the claim.

### What is not covered

The following shall be excluded from such Insurance Coverage:

1. Accidents caused by ABC weapons (Atomic, Biological or Chemical weapons).
2. Accidents sustained in connection with a war or warlike conflict involving world powers (China, France, Great Britain, Japan, Russia, USA).
3. Accidents sustained in connection with a war or civil war if the country in which the **Insured Person** has his/her place of residence or in which he/she at least generally abodes is involved in a war as a party actually engaged in hostile action or if hostile events take place on the territory of such country.
4. Travelling in countries on the attached War Zone Country List - Passive War risk (as attached). This War Zone List is however subject to change in the event of deterioration in a certain Zone or Country.
5. Costs incurred for kidnap and demand for ransoms.

## Section 17: Passive Terrorism Cover: You are injured or die (cont'd)

This section is applicable if You have paid the appropriate premium and selected this option (please refer to Your insurance schedule and the Insurance schedule).

What is covered	What is not covered
<p>The limit of compensation is as per the Table for Travel Accident Scale of Compensation (General Condition No.11).</p> <p>The 24-hour Emergency Assistance telephone number is: +27 (0) 11 991 8881.</p> <p>Note: Accidents under this section shall mean bodily injury or death sustained which is not expected and designed caused solely by violent, unforeseen, external and visible means resulting from a war or terrorist attack related event.</p>	<p>The Insurance Coverage provided by these Special Terms and Conditions will be terminated by the Company on expiry of seven (7) days counting from midnight of the day on which the visiting country is being declared a War Zone.</p>

This section has intentionally been left blank.

## Section 18: Adventure Sports Cover: You are going skiing

This section is applicable if You have paid the appropriate premium and selected this option (please refer to Your insurance schedule and the Insurance schedule).

### What is covered

**You** are covered for winter sports or adventure sports trips during the duration of **Your** travel.

**You** are covered up to the limit as shown on the Insurance schedule, in respect of loss of limb, loss of sight, permanent total disablement or for death (which will be paid to **Your** legal representative), if **You** have a personal accident during **Your** trip which, up to 12 months from the date of the Accident, is the sole cause of **Your** consequent death or disability.

**We** will only pay the benefit for permanent total disablement if **Your** medical practitioner confirms that **You** cannot do any paid work for 12-months after the date of the accident and there is little or no hope of improvement.

**You** must accept and agree to examination by our doctor or specialist should **We** consider it necessary to validate the claim.

**This cover is subject to the following:**

1. **You must not be competing professionally.**
2. **You are not taking part in any speed-time trial or speed testing activities and/or any form of race other than on foot, cycling or swimming.**

### What is not covered

1. If **You** do not adhere to the International Ski Federation code or the resort regulations.
2. Off-piste skiing is not covered outside the ski area boundaries of a recognised ski resort and where **You** do not follow ski patrol guidelines.
3. Anything listed in the **General Exclusions**.

## Section 18: Adventure Sports Cover: You are going skiing (cont'd)

This section is applicable if You have paid the appropriate premium and selected this option (please refer to Your insurance schedule and the Insurance schedule).

### What is covered

3. You are not trekking or hiking above 5,000 metres altitude.
4. You have a licensed guide for:  
trekking, hiking or mountain biking in extreme areas, off-piste skiing, scuba-diving with the use of oxygen bottle, rafting, canoeing or kayaking in white water rapids, parachuting, sky-diving, paragliding and parascending or other similar activities, rock climbing, caving, pot-holing, mountaineering or any activities that require use of ropes, hang-gliding, hot-air ballooning, aviation and gliding or any form of aerial flight other than as a fare paying passenger of a recognised airline charter service.
5. You must act in a reasonable way and use all recommended safety equipment and protective clothing that is necessary.

Accident under this section shall mean bodily injury sustained which is caused solely by violent unforeseen, external and visible means, resulting from the practice of sport during Your trip.

### What is not covered

Please refer to the previous page.



## Section 19: Booking Cancellations (cancellation fee: up to a maximum of USD 100)

This section is applicable if you have paid the appropriate premium and selected this option (please refer to Your insurance schedule and the Insurance schedule).

### What is covered

**You** are covered up to the limit as shown on the Insurance schedule, if such sums are not recoverable from the preceding Sections, for loss of travel and accommodation expenses as well as tour operators charges, which were cancelled before **You** were due to leave **Your** home for which **You** have paid or are contracted to pay, providing the cancellation is necessary and unavoidable (and is not, for example, as a result of mere disinclination to begin **Your** trip as arranged) due to any cause listed below occurring within five days prior to Your departure date:

1. injury, serious illness, death of **You**, any person with whom **You** are intending to travel or stay, or of an immediate relative or close business associate of **Yours**;
2. **You** being called for jury service, attending court as a witness (but not as an expert witness), or redundancy (for **You** or for any person with whom **You** had arranged to travel);
3. **Your** home or place of business being made uninhabitable, within 14-days of travel, or the police asking to see **You** after theft from **Your** home which occurred within 14-days of travel;
4. **Your** posting overseas or emergency and unavoidable duty if **You** are a member of the medical or nursing professions, armed forces, police, fire or ambulance services and compulsory quarantine

### What is Not covered

1. Medically related claims where a certificate has not been obtained from a medical practitioner, confirming that cancellation of the trip is medically necessary.
2. Additional costs as a result of not immediately telling the travel agent, tour operator or provider of transport or accommodation that **You** need to cancel the trip. **We** will only pay the cancellation charges that would have applied at the time **You** knew it was necessary to cancel **Your** trip, if a valid claim exists.
3. Any costs recoverable from another source.
4. Anything caused directly or indirectly by prohibitive regulations by the government of any country.
5. If the Health Warranty has not been complied with and **You** do not have an appropriate endorsement to **Your** Policy schedule mentioning any specific conditions to override any existing policy conditions.
6. Anything listed in the **General Exclusions**

The following conditions apply to this Policy.

### 1. Interpretation

This **Policy** and the **Schedule** must be read together as one document. Any word or expression that is given a specific meaning in this **Policy** shall have that meaning wherever it may appear but any word or expression which is given a specific meaning for the purpose of a specific section of this **Policy** shall have that meaning wherever it may appear within that specific section only.

### 2. Premium

**You** must pay the premium or any agreed installment when **We** ask. If the premium for this Policy is paid by installments and in the event **You** fail to pay one or more installments, whether in full or in part, **We** may cancel this Policy by giving **You** 30 days' notice in writing sent to **Your** last known address. In case recovery of any outstanding or unpaid premiums has to be effected through an attorney, all fees and commissions due to the attorney will be payable by the Policyholder.

### 3. Claims

#### I. On the happening of any loss or damage

##### a) the Insured shall

- i) on being informed of such loss or damage, and at the latest within Five DAYS therefrom, notify the Company thereof. In case of theft this time limit is reduced to 48 HOURS.
- ii) if property is lost or if theft is suspected, immediately inform the police and take all practical steps to recover the property
- iii) WITHIN 10 DAYS and as reasonably practicable, submit in writing full particulars of the claim
- iv) supply at his own expense all reports plans specifications information and assistance reasonably required

- v) inform the **Company** of any communication claim or notification to appear in Court and shall not negotiate admit or repudiate any claim by any person or body.
- b) The Company may enter take or keep possession of the damaged property and deal with such property in a reasonable manner.
- No property may be abandoned to the **Company** without its consent.
- II. No admission offer promise or payment shall be made by or on behalf of the Insured. However, the mere admission of a material fact will not be considered as an acknowledgement of liability. The **Company** shall be entitled if it so desires to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the **Company** may require.
- III. If the Insured obtains any form of payment direct from third parties in compensation of loss or damage covered by this **Policy** for which a claim has been made to the **Company**, the Insured shall immediately notify the **Company** and the **Company** shall not be liable to make good any such loss or damage. The **Insured** further undertakes to refund to the Company any compensation paid by the **Company** if and when the **Insured** receives compensation in respect of the same loss or damage from any responsible third party same loss or damage from any responsible third party.
- IV. In connection with any one claim or number of claims arising out of any one cause for indemnity against liability as defined in this **Policy** the Company may at any time pay to the **Insured** the **Sums Insured** stated in the **Schedule** (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claims can be settled and upon such payment being made the **Company** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment and the **Company** shall not be responsible for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the **Company** in connection with such claim or proceedings.
- v. In no case whatsoever shall the **Company** be liable for any loss or damage after the expiry of twelve months from the happening of the loss or damage unless the claim is subject to pending action or arbitration.
- VI. **ALL CLAIMS ARE PAYABLE IN MAURITIUS IN LOCAL CURRENCY AT THE EXCHANGE RATE APPLICABLE AT THE TIME OF LOSS OR DAMAGE OR SETTLEMENT OF ANY INVOICE FOR CLAIMS BY THE INSURED, EXCEPT WHERE EXPRESSLY AGREED OTHERWISE.**

#### 4. Repairing or replacing property

If **We** are going to repair or replace any property, **You** must give us any relevant plans, documents, books and information **We** ask for. **We** will always try to repair or replace the property as it was at the start of the Period of Insurance. If **We** cannot **We** will repair or replace the item with the nearest equivalent item, but this may not be the same brand. The most **We** will pay for any one item is the **Sum Insured** as shown in the **Schedule**.

#### 5. Precautions

The **Insured** shall take all reasonable steps to avoid loss, damage or liability.

#### 6. Other insurances

**You** shall under pain of nullity of the present contract disclose to us every other insurances **You** have contracted in respect of the cover sections presently insured. The disclosure shall amongst other things state the name of the other Insurer(s) and the **Sum(s) Insured**.

If several insurances contracted without fraudulent intent insure a total sum exceeding the value of the insured limit, each insurance will pay in proportion to the sum for which it is liable, up to the entire value of the insured limit.

#### 7. Duration of the Contract

(a) The Contract of Insurance shall come into effect following payment and /or agreement by **You** to pay at date(s) agreed with us the premium specified in the **Schedule**. This condition shall also apply to any **Endorsement** issued subsequently under the contract.

(b) Subject to the provisions of paragraphs (c), (d) and (e) of this clause 7, the duration of the Contract of Insurance shall be for the period stated in the **Schedule**.

(c) **You** and us shall be at liberty to terminate the Contract of Insurance at any time prior to the expiry date mentioned in the **Schedule** upon a party giving 30 days prior notice in writing to that effect to the other party.

In cases where several risks or several properties are covered, it shall be permissible to either us or **You** to terminate by anticipation in the manner set out in paragraph (c) above the contract in respect of any one or more of the several risks and/or properties insured.

(d) In the event of a cancellation by anticipation as provided in paragraphs (c) and (d) above **We** shall:

- i) when such cancellation is made at **Your** request, adjust the premium on the basis of us receiving or retaining the customary short term premium.
- ii) when such cancellation is made by us, refund or retain the premium on a pro-rata basis.

## 8. Observance

The liability of the **Company** shall be conditional upon the **Insured's** observance of and shall be subject to the terms conditions provisions and endorsements of this **Policy** or the **Schedule**.

## 9. Arbitration

Any dispute arising in connection with any amount paid under this Policy (liability being otherwise admitted) shall be finally settled under the Arbitration Rules of the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC) by [one or three] arbitrator(s) appointed in accordance with the said rules. The arbitration proceedings shall take place in Mauritius and the language of arbitration shall be English.

## 10. Fraud

It is hereby expressly stipulated and agreed that, as provided for in Article 1983-31 of the Civil Code of Mauritius whenever errors or omissions mistakes or failure to make full disclosures, contained in any declaration made by the Insured, do by their very nature or their importance and/or materiality, or their recurrence, bear a fraudulent character, the **Company** shall be entitled to claim reimbursement of all indemnities already paid.

## 11. Travel Accident Scale of Compensation (Applicable to Sections 2 and 17)

Death	100% of Limit of Cover
Loss of both hands or both feet	100% of Limit of Cover
Loss of one hand and one foot	100% of Limit of Cover
Loss of the entire sight of both eyes	100% of Limit of Cover
Loss of entire sight of one eye and the loss of one hand or one foot	100% of Limit of Cover
Loss of one hand or one foot or the entire sight of one eye Loss of hearing capacities	50% of limit of Cover

If any fraudulent means or devices be used by the **Insured** or anyone acting on his behalf to obtain any benefit under this **Policy**, or if any destruction or damage be occasioned by the wilful act or with the connivance of the **Insured**, all benefit under this **Policy** shall be forfeited.

## 12. Cancellation

The present contract may be cancelled before its normal expiry date in the following cases, inter alia,

1. in the event **You** die or the transfer of the property insured as provided for in Articles 1983-48 and 49 of the Civil Code of Mauritius.
2. for non-payment of premium (Articles 1983-21 to 24 of the Civil Code of Mauritius).
3. in the event of aggravation of risk (Article 1983-25 of the Civil Code of Mauritius).
4. in case of withholding of facts or intentional false declaration by **You** (Article 1983-30 of the Civil Code of Mauritius).
5. in the events set out in Article 1983-35 of the Civil Code of Mauritius.
6. in the event of us or **You** being bankrupt as provided for in Articles 1983-27 and 28 of the Civil Code of Mauritius.
7. in the event **We** refuse to reduce the premium in circumstances provided for in Article 1983-29 of the Civil Code of Mauritius.

Whenever a party purports to cancel this Policy, that party shall give notice thereof to the other party by way of a registered letter, and in cases falling under Article 1983-35 of the Civil Code of Mauritius in accordance with the provisions of Article 1983-36 thereof.

## 13. Aggravation of Risk

During the currency of the contract, **You** must report to **Us**, any modification likely to aggravate the risks in such a manner that, had the new state of affairs existed at the date of execution of the Contract of Insurance, **We** would not have contracted or would only have done so by claiming a higher premium.

Such report must be made prior to the modification, if this is brought about by **Your** act and in other cases, within eight days from the moment it has come to **Your** knowledge.

In either case it shall be opened to us:

either to cancel the Contract of Insurance;

or to claim an increased premium, in which case if **You** do not accept the new rate of premium this Policy shall be cancelled.

In the event of the aggravation of the risk being due to **Your** act, **We** will be entitled in addition to claim damages.

#### 14. Duty of full Disclosure

Any withholding of facts or intentional false declaration made in bad faith by the **Insured** shall entail, in accordance with Article 1983-30 of the Civil Code of Mauritius, the nullity of the Contract of Insurance, when such withholding or false declaration alters the nature of the risk or make it appear less hazardous, even though the fact withheld or misrepresented has been without influence on the loss; and in such a case the **Company** shall retain the whole premium paid and shall be entitled to claim all premiums due and demandable.

In the event when such withholding or false declaration was not made in bad faith, the **Company** shall be entitled:

A. if the fact is ascertained before the loss

- (i) either to maintain the Contract of Insurance subject to the Insured agreeing to pay an increased premium;
- (ii) or to cancel this Policy after giving 14 days' notice to that effect to the Insured and refunding a proportionate part of the premium paid.

B. if the fact is ascertained after the loss to reduce the indemnity payable in the proportion the premium paid bears to the premium which should have been paid.

#### 15. Average

If any of the property insured by this **Policy** shall at the time of any loss or damage covered by this Policy be collectively of greater value than the Sum Insured thereon, then **You** shall be considered as being **Your** own insurer for the difference and shall accordingly bear a rate-able share of any loss or damage to property insured under any Section of this **Policy**.

#### 16. Prescription

Payment of any claim under this **Policy** shall become time barred five years after the occurrence of the event giving rise to a claim being made under this **Policy** as provided under Articles 1983 37 and 38 of the Civil Code of Mauritius.

## 17. Subrogation

Upon payment of the indemnity the Company shall be subrogated in all the rights, actions and privileges of the Insured as provided for in Article 1983-50 of the Civil Code of Mauritius.

In the event of any act of the Insured affecting the full effect of the subrogation in favour of the Company, either in its inception or its operation, the liability of the Company towards the Insured shall be reduced in whole or in part as provided for in the second paragraph of Article 1983-50 of the Civil Code of Mauritius.

The above conditions of subrogation shall not apply to insurances of the persons which are not contracts of indemnity and covering agreed benefits in respect of death, permanent disability or temporary disability.

## 18. Legal Representatives

In the event or death of the Insured or of any person entitled to indemnity under this Policy the Company will indemnify the legal personal representatives in terms and subject to the limitations of this Policy provided that such representatives shall, as though they were the Insured, observe and be subject to the terms of this Policy in so far as they can apply.

### General Exclusions

**The General Exclusions apply to all sections of this Policy.**

**Are excluded from the benefits:**

1. Any test in respect of the Covid-19 virus or any other related undertakings (including but not limited to quarantine, hotel costs, admission to medical institutions and medication).
2. Any tests or damages suffered in the event of a pandemic and epidemic.
3. The medical expenses incurred in the country of residence;
4. Dental expenses in case of illness (other than for pain relieving);
5. The consequences of pre-existing illnesses or injuries, diagnosed and / or treated, having been subject to a continuous /or daily /or outpatient treatment or hospitalisation within 12 months preceding the request for assistance;



6. Diseases under treatment at the beginning of the covered travel prior to the application date of the contract and any expenses related to these diseases and their consequences;
7. Diseases or mental disorders including anxiety and anxiety-depression disorders, depressive syndromes, depression and other neuroses, psychoses and personality and behavior disorders;
8. Costs relating to Acquired Immune Deficiency Syndrome and its medical consequences;
9. Pathological conditions following a Voluntary Interruption of Pregnancy or Medically Assisted Procreation;
10. Planned or repetitive hospitalisations for the same medical cause;
11. Any voluntary medical intervention for personal reasons (cosmetic surgery in particular);
12. Expenses incurred by the Insured in order to follow a treatment prescribed by professionals who are not recognised by health authorities in the state in which this treatment has been prescribed and / or followed;
13. Ailments or minor injuries that can be treated on site and do not prevent the Insured to continue his travel;
14. Convalescence and disease under treatment and / or not yet fully treated at the time of travel;
15. Incidents related to a pregnancy where the risk was known prior to departure, and their consequences (including childbirth) and in all cases, the incidents related to a pregnancy state as from 32 weeks, and their consequences (including childbirth);
16. Costs of medical devices, implants and prostheses (including dental) and all medical as well as hearing aids equipment
17. Optical fees (glasses or contact lenses in particular);
18. Water cure expenses, rehabilitation, physical therapy, chiropractic;
19. The costs of living in nursing homes and in functional rehabilitation centers;
20. Medical or paramedical expenses or purchase of products not mentioned in the General Nomenclature of Professional Acts, Nomenclature of Medical Biology Procedures and the Common Classification of Medical Procedures;

21. Vaccines and vaccination costs;
22. Tests carried out for Visa purposes or for preventive or monitoring measures from local and/or national health authorities of the visiting country.
23. Trips undertaken for diagnostic and / or treatment;
24. The civil consequences and / or criminal intentional acts committed by the Insured in violation of the legislation in the countries visited by the Insured;
25. Suicide attempts or suicide of the Insured Persons;
26. The consequences of self-mutilation acts;
27. Expenses not supported by original invoices;
28. The consequences of medication, drugs, narcotics and related products not medically prescribed or alcohol intake;
29. Events occurring because of the participation of the Insured as a competitor in sports competitions, gamblings, matches, contests, rallies, or their preparatory trials;
30. The consequences of armed conflict (civil or foreign war), riots and civil commotion except to the extent that it was a non-participating act from the Insured;
31. The consequences of voluntary participation of the Insured to an act of terrorism or sabotage;
32. The consequences of the voluntary participation of the Insured to a crime or a misdemeanor;
33. The consequences of the voluntary participation of the Insured to a fight, a bet or a challenge;
34. The consequences:
  - a. of situations at risk of infection in an epidemic context;
  - b. of exposure to infectious biological agents;
  - c. of exposure to chemical agents such as war gases;
  - d. of exposure to incapacitating agents;
  - e. of exposure to neurotoxic agents or persistent neurotoxic effects, which are subject to quarantine or preventive or monitoring measures from the local and/or national health authorities of the visiting country

35. The damage or aggravation of damage caused by weapons or devices designed to explode by changing the structure of the atomic nucleus or nuclear fuel, radioactive products or waste or any other source of ionizing radiation and for which an operator of nuclear facility is solely responsible.
36. Intentional acts and their consequences;
37. Communicable disease. this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
1. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- 1.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 1.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 1.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
38. Damage resulting from the obsolescence, usual wear and tear, inherent defect of the damaged property;
39. Loss or bodily injury of animals;
40. Thefts of luggage committed by a family member of the Insured or an employee of the company where the Insured is employed;
41. Documents saved in all media, any paper documents and securities;
42. Any equipment of a professional nature;
43. Stolen luggage that has deliberately been left unattended in a public place;
44. Theft committed by staff of the Insured, in the practice of his employments;
45. Indirect damage such as depreciation, loss of use;
46. Damage and thefts consecutive or related to camping equipment or caravanning;
47. Damage resulting from the wetting and spilling of liquids;
48. Damage occurring during moving of residential household effects.

49. Oblivion, exchange or loss unless it is caused by a public transport company;
50. Sports equipment of any kind other than those specified in the definition of "Valuables", except when under the responsibility of a regular public transport company or during group transfers;
51. Damage resulting from the action of temperature or light, spontaneous combustion, any spills from liquid product which are part of the Insured's luggage;
52. Damage caused by rodents, insects and vermin, smoking incidents;
53. The mishandling of the thing caused by the Insured or any other person;
54. The poor packaging or packaging failure;
55. Damage resulting from confiscation, seizure or destruction by order from an administrative or government authority.

## **War, Civil War and Terrorism Exclusion (Not applicable to section 17) The**

policy does not cover:

1. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss:

1.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;

1.2. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

1.3 Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;

1.4 Terrorist Activity as defined herein

A. 'Terrorist Activity' shall mean any deliberate, unlawful act that:

1. is declared by any authorised governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or

2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to

a. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;

b. influence, disrupt or interfere with any government related operations, activities or policies;

c. intimidate, coerce or frighten the general public or any segment of the general public; or

d. disrupt or interfere with a national economy or any segment of a national economy;

3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:

hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle; hostage taking or kidnapping

The use of any biological or chemical agent, material, device or weapon including biological or chemical contamination as defined herein.

4. For the purpose of (c) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

the use of radioactive or nuclear agent, material, device or weapon;

the use of any missile, bomb, incendiary device, grenade, explosive or firearm;

the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;

the injuring or assassination of any elected or appointed government official or any government employee;

the seizure, blockage, interference with, disruption of, or damage to any government Residential Building/s, institutions, functions, events, tangible or intangible property or other assets; or

the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

B. Any of the activities listed in Section A (3) above shall be considered Terrorist Activity except where the Insured can conclusively demonstrate to the Insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to

1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
2. influence, disrupt or interfere with any government related operations, activities or policies;
3. intimidate, coerce or frighten the general public or any segment of the general public; or
4. disrupt or interfere with a national economy or any segment of a national economy.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to points (1), (2), (3) and/or (4) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event that any part of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- c. Any loss, damage cost or expense or liability directly or indirectly caused by or arising from or contributed to, by or in connection with:

#### **Subterranean fire**

2.1 Nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

2.1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

2.1.2 the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

2.1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## **Nuclear Energy Risks Exclusion Clause**-Worldwide Excluding USA, Canada and Iran

This **Policy** shall not cover Nuclear Energy Risks which shall mean all first party and/or third party insurances (other than Workers' Compensation and/or Employers' Liability) in respect of:-

1. All Property on the site of a nuclear power station. Nuclear Reactors, reactor Building/s and plant and equipment therein on any site other than a nuclear power station.
2. All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:-
  - (a) The generation of nuclear energy; or
  - (b) The Production, Use or Storage of Nuclear Material.
3. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
4. Supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under-noted, Nuclear Energy Risks shall not include:-

1. Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors' plant and equipment);
2. Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above; provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:-

(1) The provision of any insurance whatsoever in respect of:-

- (a) Nuclear Material;
- (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.



(2) The provision of any insurance for the under-noted perils:-

- Fire, lightning, explosion;
- Earthquake;
- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

#### Definitions

“Nuclear Material” means Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:-

1. Any Nuclear Reactor;
2. Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
3. Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, Residential Building/s, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means: -

(i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and

(ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

#### **Additional Nuclear Exclusions**

Unless specifically agreed in respect of an insured loss involving Nuclear Material under determined circumstances, this Agreement does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear Material, Nuclear Fission or Fusion, Nuclear Radiation, Nuclear Waste from the use of Nuclear Fuels, Nuclear Explosives or any Nuclear Weapon.

For the sake of clarity, the above exclusion does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

#### Definitions

"Nuclear Material" as defined in NMA 1975(A).

"Nuclear Fission" means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

"Nuclear Fusion" means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

"Nuclear Radiation" means the absorption of electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

"Nuclear Waste" as defined in NMA 1975(A).

"Nuclear Fuels" means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

"Nuclear Explosives" means an explosive involving the release of energy by nuclear fission or fusion or both.

"Nuclear Weapon" means a nuclear device designed, used or capable of being used for the inflicting of bodily harm or property damage.

### **Radioactive, Chemical or Biological Contamination**

This **Policy** does not cover any loss or damage, legal liability, cost or expense, of any nature whatsoever, directly or indirectly caused by, resulting from or in connection with:

- (a) Nuclear energy, radioactivity of any kind or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from combustion of nuclear fuel;
- (b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- (c) The use of a chemical or biological weapon; or
- (d) The use of any weapon of war employing atomic or nuclear like reaction or radioactive force or matter.

### **Electronic Date Recognition Clause EDRC (C)**

This exclusion shall prevail notwithstanding any provision whether written, typed or printed in this contract inconsistent herewith.

1. This contract does not cover loss, damage, liability or expense arising from or in any way connected, whether directly or indirectly, with;
    - a) the actual or anticipated failure or inability of any computer or electronic device or component or system or software or embedded programming, whether or not belonging to or in the possession of the direct assured;
- correctly and unambiguously to assign any date to the correct day, week, year or century,
  - correctly to recognise, sequence or compute any date which is or is intended to be beyond 31 December 1998,

- to continue to operate as it would have done had its current date, the true date and any other date relevant to any function being carried out by it been prior to 1 January 1999;
  - b) the use of any arbitrary, ambiguous or incompletely defined date or date-like code in any data, software or embedded programming;
  - c) any measures taken whether preventative, remedial or otherwise with the intention of averting or minimising any of the above.
2. Notwithstanding 1.a) and 1.b) above, this contract shall be extended to include;
- a) loss or damage arising from physical loss of or physical damage to tangible property,
  - b) liability for actual or alleged bodily injury,
  - c) liability for physical loss of or physical damage to tangible property owned by another person and resulting loss of use of such physically lost or physically damaged property; provided that such loss, damage or liability above is within the terms, conditions and exclusions of the original policy(ies) or contract(s).
3. For the purposes of 2. above, tangible property shall not include;
- a) any data or embedded programming however stored or conveyed;
  - b) any computer or electronic device or component or system or software, other than where such property forms part of an insured cargo or ship's machinery, which is in any way connected whether directly or indirectly with loss or damage claimed or from which such loss or damage arises.
4. This endorsement shall not include loss, damage, liability or expense arising from any contract solely designed to cover losses arising from any matter referred to in 1. above.
5. In calculating the net loss under this contract the reassured shall not treat any matter referred to in this endorsement as a basis of aggregation or in itself as an event or cause for the purpose of aggregation.

### **Seepage, Industry and Contamination**

This **Policy** does not cover liability in respect of:

1. personal injury or **Bodily Injury** or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or **Bodily Injury** or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this **Policy** indemnifiable sudden, unintended and unexpected happening during the period of this **Policy**.
2. The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this **Policy** indemnifiable sudden, unintended or unexpected happening during the period of this **Policy**.
3. Fines, penalties, punitive or exemplary damages.

This clause shall not extend this **Policy** to cover any liability which would not have been covered under this **Policy** had this clause not been attached.

#### **Computer Loss General Exclusion**

##### **This policy does not cover:**

1. loss or destruction of or damage to any property whatsoever (including a computer) or an loss or expense whatsoever resulting or arising therefrom;
  2. any legal liability of whatsoever nature;
  3. any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all.
- a) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
  - b) to capture, save, retain, or to process any information or code as a result of the operation or any command which has been programmed into any computer, being a command which caused the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date or

- c) to capture, save, retain, or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes
- d) to capture, save, retain, or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non -computer equipment or any computer software, tools, operating or any computer hardware or peripherals and the information or data electronically or otherwise stores in or on any of the above, whether the property of the Insured or not.

Special Extension to the above General Exclusion:

A. Loss or destruction of or damage to the insured property by fire, explosion lightning, earthquake or by the special perils referred to in B below shall not be excluded by this General Exclusion.

B. The special perils that are not excluded for the purpose of this special extension are damage caused by:

- 1. storm, wind, water, hail or snow excluding damage to property
  - a) arising from its undergoing any process necessarily involving the use or application of water;
  - b) caused by tidal wave originating from earthquake or volcanic eruption;
  - c) in the underground workings of any mine;
  - d) in the open (other than Residential Building/s structures and plant designed to exist or operate in the open)
  - e) in any structure not completely roofed
  - f) being retaining walls;
  - g) unless so described and specifically insured as a separated item

2.aircraft and other aerial devices or articles dropped therefrom;

3.impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles. These special perils do not cover wear and tear or gradual deterioration.

## **Clarification Agreement**

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure. Consequently, the following are excluded from this Agreement.

Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such a loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

Loss of or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

**END OF DOCUMENT**

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