



**REGENT** | **GO ON.**  
**TRAVEL** **YOU'RE COVERED.**

Regent is an authorised financial services provider. FSP licence 25511.

**REGENT INSURANCE COMPANY LIMITED**

**TRAVEL INSURANCE  
POLICY TERMS AND CONDITIONS**



## CONTENT PAGE

This wording is divided into the following sections:

<b>DETAILS</b>	<b>PAGE</b>
<b>Important information at a glance</b>	<b>3</b>
<b>Definitions</b>	<b>4</b>
<b>General Conditions of Cover Applying to All Section of Cover</b>	<b>4</b>
<b>General Exclusions Applying to All Sections of Cover</b>	<b>8</b>
<b>Consent to Disclosure of Information</b>	<b>8</b>
<b>How to Claim</b>	<b>9</b>
<b>Section 1: Emergency medical and related expenses</b>	<b>10</b>
1.1 Medical expenses	10
1.2 Related expenses	10
1.2.1 Optical expenses	10
1.2.2 Provisional pain-stilling dental treatment	10
1.2.3 Accompanying family member	10
1.2.4 Repatriation of mortal remains and coffin expenses	10
1.2.5 Compassionate emergency visit by any one person	10
1.2.6 Hospital cash benefit	10
1.3 Medical expenses due to terrorism	10
1.4 Pre-existing medical conditions	11
1.5 Medical evacuation, repatriation or transportation to a medical centre	11
<b>Section 2: Assistance services</b>	<b>13</b>
1.1 Cash advances	13
1.2 Emergency travel and accommodation arrangements	13
1.3 Transmission of urgent Messages	13
1.4 Alternative employee or resumption of assignment	13
1.5 Legal assistance	13
1.6 24 Hour nurses line	13
1.7 Consular referral	13
1.8 Household assist	13
1.9 Trauma line	13
<b>Section 3: Journey Cancellation and Interruption</b>	<b>14</b>
1.1 Cancellation of your journey before it starts	14
1.2 Curtailment of your journey after it has started	14
1.3 Missed connection	15
<b>Section 4: Travel delay</b>	<b>16</b>
<b>Section 5: Personal liability</b>	<b>17</b>
<b>Section 6: Hijack of public transportation</b>	<b>18</b>
<b>FAIS Disclosure notice</b>	<b>19</b>



## IMPORTANT INFORMATION AT A GLANCE

### WELCOME TO REGENT TRAVEL INSURANCE

Thank you for choosing to insure your travel insurance through us. Our aim at Regent Travel Insurance is to combine value for money with peace of mind, making travel insurance as straight forward as possible. Your policy booklet and travel insurance certificate include everything you need to know about your cover. Alternatively, you can always contact our experienced customer service agents who are there to help you with all your travel insurance needs. Regent Travel Insurance is able to offer you more than just great value on travel insurance. If you require more information on our products, contact us on **0861 900 801** or [travelinsurance@regent.co.za](mailto:travelinsurance@regent.co.za).

### ABOUT YOUR POLICY

This is your travel insurance policy. It contains details of what is covered, conditions and what is not covered, for each insured person and is the basis on which all claims will be settled. It is validated by the issue of the travel insurance certificate which we recommend be attached to the policy. It is essential that you read both documents to ensure that the cover is suitable for your needs. You should also take both documents with you when you travel.

In return for having accepted your premium we will in the event of bodily injury, death, illness, disease, loss, theft, damage, legal liability or other specified events happening within the period of insurance provide insurance in accordance with the operative sections of your policy as referred to in your travel insurance certificate. The travel insurance certificate and any endorsements are all part of the policy. Your policy is evidence of the contract of insurance.

### WHAT TO DO IN AN EMERGENCY OR WHEN YOU NEED TO CLAIM:

Contact us as soon as possible on **+27 (0)11 991 8419** and quote your Certificate Number (refer to your certificate or emergency card). Our emergency services are available 24 hours a day. This number must also be contacted for non-medical claims. We will provide you with a claim form that must be completed and be submitted back to us with all required supporting documents.

### UNDERSTANDING YOUR POLICY:

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

1. Read about each of the available types of cover and benefits in the Schedule of benefits, as well as the relevant sections of the Policy Wording (remember words have specific meanings – see Definitions). Not all plans have all the benefits described in the policy wording; the Schedule of Benefits identifies the benefits for each plan.
2. General Conditions apply to all sections. If you do not meet these conditions we may not be able to pay a claim.
3. There are Specific Exclusions under each section with a heading We will not pay. These apply to the specific cover that you have chosen. The General Exclusions apply to all the sections of the policy.
4. Once you have selected your level of cover and paid the premium shown, we will provide you with a Certificate of Insurance, which will entitle you to claim under the policy up to the amount stated in the Schedule of Benefits.

### PRE-EXISTING MEDICAL CONDITIONS COVER:

Note that Pre-existing Medical Conditions cover is limited and that only hospitalisation is covered and you must be hospitalised for at least 48 hours before cover begins.

### IF YOU HAVE A COMPLAINT:

Contact the Regent Complaints Department on:

Tel: 0861 268 378  
Fax: +27 (0)11 574 2957  
E mail: [complaints@regent.co.za](mailto:complaints@regent.co.za)



## DEFINITIONS

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

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

**ACCIDENTAL LOSS** means items lost or forgotten.

**ACCUMULATION LIMIT** means the maximum amount we will pay under this policy for any one Accident or series of Accidents arising from one source or cause during your Insured Journey.

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

**ASSISTANCE SERVICE** means the worldwide services of Regent Travel Assist.

**BAGGAGE** means your personal belongings accompanying you while you are travelling.

**BUSINESS ASSOCIATE** means your partner, director or employee under the age of 65 years.

**CANCELLATION OF JOURNEY** means giving up a journey because you cannot start the journey.

**CHILDREN or CHILD** means your natural or adopted Children travelling with you, who are, under the age of 21 years, unmarried, not pregnant, primarily dependent on your maintenance and support and not in full-time employment.

**COUNTRY OF RESIDENCE** means the country you are a permanent resident of.

**EFFECTIVE DATE OF COVERAGE** means:

- a) For cancellation of a journey, the date on which the policy was issued.
- b) For all other sections of cover, from the start date of your policy.

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

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

**FINANCIAL DEFAULT** means the complete suspension of operations of the travel supplier due to Financial Insolvency, whether or not a liquidation application is filed.

**FINANCIAL INSOLVENCY** means the total cessation or complete suspension of operations of the travel supplier due to insolvency in terms of the Insolvency Act No. 24 of 1936, with or without the filing of a liquidation application, or the total cessation or complete suspension of operations following the filing of a liquidation application, whether voluntarily or involuntarily, by a travel supplier. There is no cover for losses caused by fraud or negligent misrepresentation by the travel supplier.

**HAZARDOUS ACTIVITIES/ADVENTURE SPORTS** means any activity which introduces or increases the possibility of injury or death.

**ILLNESS** means any sickness or disease originating, contracted, commencing or manifesting itself during an Insured Journey that leaves you unfit to travel or continue with your original trip. This must be certified by a medical practitioner.

**INBOUND JOURNEY** means an Insured Journey that starts outside of the Republic of South Africa to the destination within the Republic of South Africa. This includes the return journey back to the point of departure.

**INJURY** means a bodily Injury or physical trauma caused by an Accident that leaves you medically unfit to travel or continue your original trip. This must be certified by a medical practitioner.

**INSURED JOURNEY** means the period for which this travel insurance is purchased.

**INTERNATIONAL JOURNEY** starts when you depart from your normal place of residence or place of employment, whichever occurs latest, in a direct and continuous manner, to a destination outside your Country of Residence and continues until you return to your normal place of residence or place of employment, whichever occurs first. An International Journey excludes the country you are a citizen and/or resident of under Section 1 Emergency Medical and Related Expenses and Section 5.1.3. Baggage Delay.

**IRRECOVERABLE EXPENSE** means airline, cruise line, rail and coach operator costs, car rental costs and hotel accommodation, including deposits and charges, paid by you which are not recoverable from any source, including but not limited to insurance policies, financial bonds and guarantees provided by the travel supplier and/or another insurance company and/or government agency and/or a travel agent and/or a credit card company.

**LIQUIDATION** means the filing of a legal petition for voluntary or involuntary liquidation.

**LOCAL JOURNEY** means a journey of more than 100 kilometres from your usual place of residence or business within the Republic of South Africa (RSA).

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

**MECHANICALLY PROPELLED VEHICLE** means any self-propelled vehicle and includes:

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

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

**PERMANENT TOTAL DISABLEMENT** means the permanent and total inability to carry on with your usual occupation or any other occupation for which you have knowledge of or are trained to do, which lasts for 24 (twenty four) months and where at the end of this period there is no prospect of improvement.

**PERSONAL EFFECTS** means luggage, including the bag containing your luggage, clothing, personal items (excluding personal money) and other articles which belong to you (or for which you are legally responsible) which are worn, used or carried by you during any trip.

**POINT OF DEPARTURE**

- a) In respect of an International Journey, means the point where you go through passport control from your Country of Residence.



- b) In respect of a local journey, means point of departure from your usual place of residence or business.
- c) In respect of an Inbound Journey, means the point where you go through passport control from your Country of Residence from where you intend to travel in an uninterrupted manner to the Republic of South Africa.

**POLICY** means your contract of insurance and will include later endorsements.

**PRIVATE MOTOR VEHICLE** means any licensed passenger vehicle up to a maximum of 3 500 kg.

**PRE-EXISTING CONDITION** means any condition that existed in the last six consecutive months prior to the date of departure that you/your relatives or Business Associate or dependent Children or the person who is the subject of the claim:

- a) Have consulted a medical practitioner or specialist, or
- b) Take prescribed medicine, or
- c) Received treatment, surgery or advice, or
- d) The manifestation of symptoms would have caused a reasonable person to seek advice, or
- e) Are on the waiting list for medical treatment, or
- f) Received a terminal prognosis, or
- g) An ongoing medical condition of which you are aware

**PROFESSIONAL SPORT** means any sport for which you receive or earn in excess of 50% of your income.

**PUBLIC CONVEYANCE** means a scheduled air, land (excluding taxis, motor cycles and hired motor vehicles), or water conveyance – all licensed to carry passengers for hire and in (or on) which you are travelling as a fare paying passenger.

**PUBLIC PLACE** means any place the public has access to, including but not limited to aeroplanes, taxis, buses, trains, shops, airports, railway stations, streets, museums, hotel foyers, beaches and restaurants.

**RELATIVE** means your spouse, parent, parent-in-law, grandparent, step-parent, Child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister.

**REGENT TRAVEL ASSIST** means Europ Assistance, the claims co-ordination company authorised by us to assist in the management and control of claims.

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

**SPOUSE** means your spouse or partner who has been living with you for a period of not less than one year. Only one spouse will be eligible for cover under this policy.

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

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

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

**TERRORIST ACT** means any act which is verified as an act of terrorism by the government of the country where the act occurs, and includes any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Acts for personal gain shall not be considered Terrorist Acts.

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

**TRAVEL SUPPLIER** means a scheduled airline leaving South Africa, Botswana, Lesotho, Swaziland or Namibia as well as connecting flights forming part of your International Journey (except charter flights). A cruise line, rail or coach operator, car rental company and hotel accommodation, booked prior to departure, licensed in any of the countries mentioned in this definition.

**TRAVEL WARNING, ALERT OR ADVISORY** means an official warning statement issued by a government agency to provide information about the relative safety of travelling to a country or destination. The purpose is to enable travelers to make an informed decision about a particular travel destination, and to help travellers prepare adequately for what may be encountered on their trip.

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

**VALUABLE ITEMS** means Cameras and associated photographic and video equipment; cellular phones; portable audio equipment (MP3 players, portable CD and DVD players, etc.); spectacles; sunglasses; binoculars; telescopes; jewellery and precious stones; watches; leather and fur articles.

**WAR AND CIVIL WAR** means any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following consequences, namely:

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, civil commotion, mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power.
- b) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any government de jure or de facto or to the influencing of it by terrorism or violence.
- c) Martial law or state of siege or any events or causes, which determine the proclamation, or maintenance of martial law or state of siege.
- d) Plundering, looting and pillaging in connection with riot and civil commotion.
- e) Confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- f) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses a), b), c) and d).



## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF COVER

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

### 1. Product options and applicable age limits

Product Options	Age limits
Schengen Visa Cover	Up to 69 years inclusive

### 2. Policy start date

This policy must be issued before departure of the insured journey and the start date must be from the date of departure of the insured journey.

### 3. Policy end date

This policy will terminate on the earliest of the following dates:

- on the date the policy is cancelled, or
- the date of your return to point of departure, or
- on the expiry date (return date) appearing on the insurance certificate, or,
- the date you reached the maximum age limit for the cover selected.

### 4. Endorsements and extension of cover

If you decide to stay abroad longer than originally planned and need to extend the period of insurance; you must contact Regent Insurance before your existing cover has expired. Any extension of cover will be at our discretion and as long as you have not made any claim, or intend to make one (there has been no change to your health since your departure) and will be subject to immediate payment of the appropriate additional premium.

### 5. Cancellation

- This policy has a 15 day money-back guarantee from the date of purchase provided your journey has not yet started, no visa has been obtained using this policy and no claims have been submitted; or
- this policy may be cancelled if the insured journey is cancelled and no claims have been submitted; or
- The policy cannot be cancelled if a visa application was approved based on the Regent travel insurance policy and the journey has not been cancelled.
- The policy cannot be cancelled once an Insured Journey has started, or after the expiry date of the Insured Journey.

### 6. Emigration and one way tickets

No cover is provided when the purpose of travel is for emigration or when a one way travel ticket is purchased.

### 7. This contract is made in the Republic of South Africa (RSA)

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

This insurance is only for legal residents of RSA and the insured journey must begin and end in RSA.

Cover can be provided for temporary or dual citizenship in RSA if the insured resided more than 50% of the year before the date of departure in RSA.

### 8. Other insurance

Section 1 – Medical Expenses:

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

Sections 3 – Cancellation, 4 – Travel delay and 5 – Personal Liability:

This policy operates on a secondary basis. You must lodge your claim with the responsible airline or service provider first. If you are not paid the full amount of your claim by such other policy, airline, service provider or insurance company, we will pay the difference.

### 9. Automatic Extension

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

### 10. Currency

If expenses are incurred in a foreign currency, then the rate of exchange used to calculate the amount payable will be the rate at the date the expense or loss was incurred. In all cases the monetary limits shown in the policy are in South African Rand.

### 11. Rejection of Claim and Time Bar

You have to provide proof of any loss that you claim for.



If your claim has been rejected or the amount disputed, you have 90 days after receiving our rejection letter to make representations to us regarding our decision.

You have a further 6 months to institute legal action against us after the expiry of the 90 days referred to above.

If you do not serve summons on us within this period, you will forfeit the right to challenge our rejection.

**12. Liability**

We shall not be liable for the negligence, wrongful acts and/or omissions of any legal and/or health care professional or any other person/s or legal entity that has provided direct or indirect service to you.

**13. Fraud, Dishonesty and Misrepresentation**

If you or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim that is in any way fraudulent dishonest, exaggerated or withheld, we will reject your claim and your policy will be cancelled.

**14. Marketing material**

Should any discrepancies arise between the policy and any marketing material or information received by the insured person the terms, conditions, endorsements and exclusions in the policy will take precedence in all cases.

**15. Maximum amount payable**

You will not be entitled to receive more than the limit of liability as shown in your schedule of benefits.

If you have two or more policies underwritten by Regent Insurance Company, the maximum amount payable will not exceed the limit of liability of whichever policy has the highest limit of liability.

**16. Premium payments**

You are liable for the premium. The premium is payable in advance, and we reserve the right to ask for proof of payment at any time.

**17. Public Conveyance Tickets**

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

**18. Subrogation**

We reserve the right to commence or take over legal proceedings in your name to defend or settle any claim or to sue any party to recover monies payable by them.

**19. Travelling against warning**

This cover applies to incidents anywhere in the world, except for any country that a travel warning has been issued advising against all but essential travel to that country.

**20. Hazardous Activities and Adventure Sports**

You are covered under Section 1 Emergency Medical and Related Expenses if you participate in any of the following activities, provided that the standard safety gear and helmets are worn:

1. Archery if properly supervised;
2. Badminton, basketball, bowls, bushwalking, camel & elephant riding, canoeing in calm waters, canyoning, cycling, fishing (off land), golf, kayaking, mountain biking, roller skating, rowing, sailing in coastal waters, sea canoeing and sea kayaking, swimming, snorkeling, squash, surfing, tennis, volley ball, non-contact sports, semi-contact sports.
3. Ballooning (organised excursion).
4. Bungee jumping (not exceeding 150 meters and using a body harness as a back-up to the ankle attachment).
5. Hiking on a clearly marked route or when you are accompanied by a recognised guide.
6. Horseback riding (excluding competitions and jumping).
7. Kite surfing at least 100 meters from any obstructions but excluding kite surfing during storms.
8. Mountaineering for recreational purposes. When the use of ropes and equipment are required you are not covered.
9. Scuba diving for recreational purposes up to a depth of 30 meters. You must be a licensed diver and be accompanied by a qualified buddy diver.
10. Recreational snow skiing and snowboarding on green, blue and red slopes only if properly organised and supervised, on a designated run on-piste.
11. White water rafting with experienced guides on rivers with an international scale of river difficulty of Class 1, 2 and 3.
12. Under 200cc motor biking, scooter riding and quad biking (a valid motorcycle license is required for motor bikes and scooters).
13. 4x4 driving on clearly marked roads.
14. Zipline.

**Professional participation is not covered and sprains, strains and physiotherapy are excluded.**



### **Sports Extension for school Collision Sports:**

Cover for certain Collision Sports will be provided for school children, limited to rugby, hockey, netball and soccer. Players must be under the age of 20 years. Cover is limited to R500 000, and sprains, strains and physiotherapy will be excluded. This extension can be applied to certain other sporting activities at the discretion of the insurer.

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

### **WHAT IS NOT COVERED**

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

1. Your being employed as a crew member of a public conveyance, or working on off-shore drilling rigs.
2. Your being employed in manufacture, storage, filling, breaking down, transport of
  1. Fireworks, ammunition, fuses, cartridges, gun-powder, nitro-glycerine or any explosives
  2. Gases and air under pressure other than butane and the like in low pressure containers.
3. Your undertaking non-casual employment abroad on a permanent or contract basis.
4. Naval, military, police or air force service or operations, militia or paramilitary organisations.
5. Underwater work, underground work, construction and maintenance of cofferdams.
6. Manual labour.
7. Any child born during an international journey.
8. Financial collapse of airlines, travel agents, tour operators, accommodation-providing organisations, and/or related service providers.
9. Any criminal or intentional illegal act committed by you.
10. War and Civil War:  
Any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely:
  1. War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war, civil commotion, mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power.
  2. You will continue to be entitled to be covered for 7 calendar days from the start of the hostilities in case you are surprised by such events abroad (unexpected / no media warning prior to departure), and insofar as you don't actively participate in them.
11. Engaging in occupational activities requiring the use of explosives.
12. Nuclear Substances - nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels or nuclear explosives or any nuclear weapon.
13. The dispersal or application of pathogenic or poisonous biological or chemical materials.
14. Sanctions - we shall not be liable for any claim where you are or become during the course of the policy, subject to sanctions, prohibitions or restrictions under any United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom or United States of America.  
We shall not be liable to provide indemnity under this policy if to provide cover would be in violation of any political, economic or trading sanctions which prohibit us from providing cover under this policy.  
If we allege that, by reason of this exception, loss, damage or liability is not covered by this policy, the burden of proving the contrary shall rest upon you.
15. The fulfilment of any ransom demands.

### **CONSENT TO DISCLOSURE OF INFORMATION**

The sharing of claims and underwriting information (including credit information) by Insurers is essential to enable us to underwrite policies, assess risks fairly and reduce the incidence of fraudulent claims. In the public interest and with a view to limiting premiums, you consent to any insurance or claims information being disclosed to us, any other insurance company or its agent by you or any person representing you.

The South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We will store your information in the shared database to verify any underwriting information against legally recognised sources or databases.

Fighting insurance fraud will benefit you, because fraud affects the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects you directly as it leads to higher premiums.

#### **1. Your right to privacy**

Your right to privacy is a fundamental element that must be taken into consideration however it is restricted to the certain limits. These limits include cases where the parties have a legal interest in that information. In terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risk fairly.



## **2. Your authorisation to us**

- 2.1. You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims. This will contribute to keep premiums as low as possible.
- 2.2. You consent to such information being stored in the shared database and used as set out above.
- 2.3. You consent to such information being given to any insurer or its agent.
- 2.4. You consent to any underwriting information being verified against and shared with legally recognised sources or databases.

## **HOW TO CLAIM**

### **1.1. Medical emergencies**

In the event of a medical emergency while you are on your journey, contact Europ Assistance on **+27 11 991 8419** as soon as possible for assistance. You will be provided with a claim form which must be completed and submitted back to us with your medical reports and other supporting documents. Claim forms can be submitted to us at [assist@europassistance.co.za](mailto:assist@europassistance.co.za) or on fax number **+27 11 388 3544**.

It is very important that you contact us before incurring expenses when a medical emergency is experienced so that we can manage your case and expenses. If we are not contacted prior to incurring the expenses we may limit our liability to R5,000 for any one incident.

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

If you have a pre-existing illness, we will require a report from your medical practitioner stating what treatment you received before commencing the Insured Journey and confirmation that you were fit and healthy to travel.

### **1.2. Claims other than medical emergencies**

Claims other than medical emergencies can be claimed when you return to your Country of Residence and must be submitted within 60 days of your return.

Contact us on **+21 11 991 8419** for a claim form which must be completed and submitted back to us with all required supporting documents at [assist@europassistance.co.za](mailto:assist@europassistance.co.za) or fax number **+27 11 388 3544**.

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

#### **1.3.1. Medical Expenses Claims**

- a) Our liability will be limited to R5 000 for any one incident where no prior written approval has been obtained from us
- b) All applicable bills and a medical report from the treating doctor must be submitted with your claim.
- c) At the time of a claim, please supply us with the name of your medical practitioner as well as his/her address and telephone number.

#### **1.3.2. Cancellation & Curtailment Claims**

We require:

- a) Relevant medical certificates or death certificates in the case of illness or death.
- b) Original air tickets or Insured Journey documents.
- c) Proof of deposits not recoverable.
- d) Police reports in case of Accidents or hijack.

#### **1.3.3. Travel Delay Claims**

We require:

1. A letter from the airline/s detailing reason for the delay.
2. Receipts of purchases made for essential items purchased.



## **SECTION 1 – EMERGENCY MEDICAL AND RELATED EXPENSES**

### **1. BENEFITS**

#### **1.1. Medical expenses**

We will pay the necessary unexpected and emergency medical expenses incurred due to injury or illness up to the maximum limits stated in your schedule of benefits.

#### **1.2. Related expenses**

##### **1.2.1 Optical expenses**

###### **WE WILL PAY FOR:**

Where optical treatment is required as a result of a sudden and unexpected illness, we will pay for emergency optical treatment provided by a registered medical practitioner or optician up to R2, 000. Where optical treatment is required as a result of an Injury, these expenses will form part of the limit of liability under medical expenses.

###### **WE WILL NOT PAY FOR:**

Any pre-existing optical condition.

##### **1.2.2 Provisional pain-stilling dental expenses**

###### **WE WILL PAY FOR:**

Where dental treatment is required as a result of a sudden and unexpected illness, we will pay for emergency dental treatment provided by a registered medical practitioner or dentist up to R2, 000. If dental treatment is required as a result of an Injury, these expenses will form part of the limit of liability under medical expenses.

###### **Specific condition:**

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

##### **1.2.3 Accompanying family member**

If your travel companion is left stranded in the event of your hospitalisation, repatriation or death, we will pay for their accommodation and transportation back to their country of residence, with a qualified escort if necessary, up to the limit of liability in your schedule of benefits.

##### **1.2.4 Compassionate emergency visit by any one person**

If you are hospitalised outside your country of residence, and you do not have an accompanying family member on your insured journey, we will at the recommendation of the attending medical practitioner, pay for reasonable accommodation and travelling costs (excluding telephone calls, meals and beverages) for your spouse or relative to remain with you until you are fit to continue your journey or return to your country of residence. The cost will not exceed the limit of liability.

###### **Special conditions:**

Compassionate emergency visits are only covered where your condition is life-threatening or where your stay in hospital is for more than 4 days and nights. You need to contact us to approve compassionate emergency visits.

##### **1.2.5 Repatriation of mortal remains and coffin expenses**

In the event of your death we will pay the reasonable costs to repatriate your mortal remains to your country of residence, up to the limit of liability in the schedule of benefit. Your next of kin can choose:

1. Cremation of the deceased and repatriation of the urn;
2. Repatriation of the deceased;
3. Reasonable funeral costs at the place of death.

##### **1.2.6 Hospital cash benefit**

If you are hospitalised due to Injury or Illness outside your country of residence, we will pay you a daily lump sum for each completed day (24 hours) in hospital up to the limit of liability in the schedule of benefits. If you are hospitalised due to a pre-ex conditions a 48 hour excess is applicable.

### **1.3 Medical expenses due to terrorism**

###### **WE WILL PAY FOR:**

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

1. Any Terrorist Act; or
2. The use of military force in response to a Terrorist Act.



**WE WILL NOT PAY:**

1. If there has been a travel warning, alert or advisory issued that such events were likely to occur 48 hours before the departure of your journey.
2. Any Personal Accident benefits.
3. More than the Accumulation Limit per occurrence of R1,000,000.

**1.4 Pre-existing medical conditions****WE WILL PAY:**

If as a result of a sudden and unexpected acute onset of a pre-existing medical condition you require medical treatment while on your trip then we will pay for Emergency medical and related expenses up to the limit of liability as stated in your schedule of benefits for the medical expenses and hospitalisation costs.

**WE WILL NOT PAY FOR:**

Any claim relating to or associated with the treatment of the following:

1. If you have been hospitalised for less than 48 hours.
2. Outpatient expenses.
3. Pregnancy, childbirth and miscarriage or any pregnancy related condition after the 25<sup>th</sup> week of pregnancy.
4. If you have been advised by a medical practitioner not to travel.
5. Any condition for which surgery is planned.
6. If you are on a waiting list for, or have had an organ transplant.
7. If a terminal prognosis has been given with a life expectancy of less than 24 months.
8. If you are over the age of 69 years, unless the relative premium was paid for Top Up Pre-existing Medical Conditions Cover and this benefit is reflected in your Schedule of Benefits.
9. **If you are over the age of 69 years, even if Top Up Pre-existing Medical Conditions was paid for, you are not covered for any condition in connection with cardiac, cardio vascular, vascular, cerebro-vascular illness or conditions consequence or complications related to these conditions.**

**1.5 Medical evacuation, repatriation or transport to medical centre****WE WILL PAY:**

If you require emergency treatment due to an Injury or Illness during your trip then we may, subject to the overall limit:

1. Move you from one location to another in order for you to receive adequate medical treatment and/or;
2. Arrange for your return to the Republic of South Africa.

**Specific conditions:**

1. We must be contacted for prior authorisation, and our written agreement must be obtained.
2. Repatriation, evacuation and transportation will be decided by us depending on the medical information, and medical report received.
3. We will use your return ticket towards our costs, for repatriation.
4. Repatriation is back to your point of departure, in your country of residence.
5. All claims exceeding R5,000 must be accompanied by a full medical report providing medical evidence in writing from a qualified medical practitioner
6. We may not be able to arrange evacuation or repatriation in cases where the local situation makes it impossible, unreasonably dangerous or impractical to enter the area where you are located (Example: from an oil rig, or within a war zone).
7. When you are sailing in international waters and are not within reach of land, Regent Travel Assist can only provide emergency services from the nearest port or harbour. When hiking or mountain climbing, Regent Travel Assist can only provide emergency services from the base camp.

**2. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1****WE WILL NOT PAY FOR:**

1. Any claims exceeding R5, 000 if our prior written approval was not given.
2. The Excess amount as stated in your schedule of benefits.
3. Medical and related costs incurred in your country of residence.
4. Medical expenses recoverable by you from any other source, such as your medical aid or credit card insurance.
5. Expenses incurred when you are travelling against medical advice or if you are unfit to travel.
6. Any delays or restrictions caused by weather conditions, mechanical problems, restrictions imposed by public authorities or any other condition beyond our control, during repatriation.
7. Any routine optical treatments.
8. Any routine dental treatments.
9. Any fillings or crowns of precious metal.
10. Any specialist medical treatment without referral from a medical practitioner.
11. Physiotherapy or manipulative therapy, unless the treating doctor recommends it in writing.
12. Any contraceptive devices, prosthetic devices and/or artificial aids and dentures.



13. Any expenses incurred that are not immediately necessary in the opinion of a medical practitioner. If you are able to, but elect not to be repatriated to the point of departure, all expenses incurred thereafter in respect of the occurrence will be for your own account.
14. Any pre-existing medical condition, unless pre-existing cover unless it is reflected on your schedule of benefits
15. Your willful or deliberate exposure to danger, except in an attempt to save human life.
16. Non-adherence to medical advice.
17. Being under the influence of alcohol or drugs unless the drugs have been prescribed by a medical practitioner.
18. Telephone or transport costs in connection with any claim, unless cover is specifically listed under the sections of cover.
19. Manual Labour as defined in connection with a trade or business, unless your policy is endorsed at our Discretion and the premium is paid.
20. Expenses incurred in connection with cardiac, cardio vascular, vascular, cerebro-vascular illness or conditions consequence or complications related to these conditions for persons 70 years and older.
21. Flying or air travel of any kind except:
  1. On a flight arranged by Regent Travel Assist.
  2. As a fare paying passenger on a recognised airline operation on regular scheduled air routes or air travel by any charter aircraft (including travel by helicopter) duly licensed as a recognised air carrier (but not as a member of the crew).
22. Suicide or attempted suicide, intentional self-inflicted Injury, mental disturbance or disorders, insanity, Psychiatric, psychological, emotional or nervous conditions.
23. Nervousness, anxiety, depression or stress-related disorders that results in your disinclination to travel.
24. Sexually transmitted diseases.
25. Treatment for or arising from AIDS and/or HIV (Human Immunodeficiency Virus) infection
26. Pregnancy, childbirth and miscarriage or any pregnancy related conditions after the 25<sup>th</sup> week of pregnancy.
27. Any Hazardous Activities, sports or activities unless you have the Adventure Sports benefit. Even if you have the Adventure Sport benefit, You are not covered while participating in the following Hazardous Activities including but not limited to:
  1. Any professional sport, any organised Full-contact Sport, and Collision Sport (see Sports Extension for Collision Sport under Section 1 – Medical Expenses – adventure sports or Hazardous Activities).
  2. Motor cycling and quad biking where the engine capacity exceeds 200cc.
  3. Steeple chasing and polo.
  4. Any form of hunting.
  5. Ballooning that takes place during night while dark (after sunset and before sunrise).
  6. Ballooning when the balloon has collided with power lines.
  7. BASE jumping, abseiling, big game hunting, deep sea fishing, Extreme Sports, hang gliding, heli-skiing, ice climbing, rock climbing, mountaineering using ropes & equipment, parachuting, parasailing, running of the bulls, skydiving, paragliding, potholing, shark cage diving, zorbing.
  8. Bungee jumping exceeding 150 meters, and/or where a body harness was not used in conjunction with an ankle attachment.
  9. Horseback riding during competitions and jumping,
  10. Hiking when not accompanied by a recognised guide or on a clearly marked route.
  11. Kite surfing during storms.
  12. Scuba diving when you are not licensed and you are not accompanied by a qualified buddy diver.
  13. Ski jumping, snowboard jumping, ice hockey, the use of skeletons or bobsleighs, off-piste skiing,
  14. Snow skiing and snowboarding on black and yellow slopes.
  15. Snow skiing and snowboarding whilst being employed as a skiing instructor.
  16. Snow skiing and snowboarding, whilst undertaking employment where you are required to snow ski or snowboard.
  17. Sailing in international waters or passenger on a cruise ship where you are not within reach of land.
  18. White water rafting, rated according to the International Scale of Difficulty as Class 4, Class 5 or Class 6.
28. You being the driver of a motor bike or scooter without a valid motor bike license or where a helmet is not worn. A passenger will not be covered if a helmet is not worn.
29. This policy does not cover any claim arising directly or indirectly from:
  1. Cosmetic surgery and/or any procedure to improve or change your appearance.
  2. Recreational treatment.
  3. Medical treatment and examinations which can await your arrival home.
30. The age limit being exceeded.
31. Any medical related expenses under Local Cover and in your country of residence.
32. A claim made under COIDA (Compensation for Occupational Injuries and Diseases Act)
33. The use of any power-driven vehicle, vessel or craft for racing.

### 3. SPECIFIC CONDITION APPLICABLE TO SECTION 1

Any medical and related expenses will only be paid until such time as a medical practitioner appointed by us decides that you are able to be repatriated. We have the right to request that you are repatriated in order to receive treatment if our medical practitioner and the treating physician agree that treatment can be postponed until you have been transferred to your country of permanent residence. If you refuse to be repatriated all cover on this policy will cease.



## SECTION 2 – ASSISTANCE SERVICES

Assistance Services means that you are entitled to the worldwide services of Regent Travel Assist. The following additional services can be arranged up to the Limit of Liability stated in the schedule of benefits.

### 1. BENEFITS

#### 1.1 Cash advances

In the event of a financial emergency we will arrange the transfer of the required cash advance into your account. The funds must be repaid in full plus an additional 10% administration fee.

#### 1.2 Emergency travel and accommodation arrangements

We will provide you with all reasonable, possible and practical assistance in arranging for emergency alternative accommodation and onward or return transportation, at your own cost.

#### 1.3 Transmission of urgent messages

We will transmit messages to you or on your behalf in the event of travel delay, Illness or Injury.

#### 1.4 Alternative employee or resumption of assignment expenses – under Business Complete Cover only

##### WE WILL PAY FOR:

##### Replacement Employee

The reasonable travel costs in economy class for a replacement employee to complete the business assignment for which you were originally sent, following your unexpected death, Injury or Illness.

##### Resumption of Assignment

If you are repatriated to your Country of Residence due to Illness or Injury, we will pay for your return, within 90 days, in order to complete your original business commitments. The cost will not exceed the limit of liability for either alternative employee or resumption of assignment.

#### 1.5. Legal Assistance

##### WE WILL ASSIST WITH:

Locating legal counsel and if necessary an advance of funds for bail up to the limit of liability. We will also provide an advice line manned by qualified and experienced in-house attorneys who will provide guidance and information on legal matters. A panel of practicing attorneys is also available who will provide you with an automatic initial 30-minute consultation, should this be considered necessary. Any fees advanced by us must be refunded to us within 90 days from the date of the advance to you.

##### WE WILL NOT PAY FOR:

Any claims arising from:

- a) legal practitioners not licensed or authorised to provide counsel;
- b) the pursuit of a claim against a tour operator, travel agent or any other travel supplier;
- c) legal advice or expenses incurred as a result of a legal action brought against you, or us, by a relative, Business Associate or employee;
- d) any criminal or illegal act committed by you.

#### 1.6. 24 Hour nurse line

You will have access to a professional Assistance Service that will deal with any health query. This service is offered in nine official South African languages.

#### 1.7. Consular referral

We will provide you with the relevant details of diplomatic representatives wherever possible.

#### 1.8. Household assist

A 24-hour help line which provides you with access to a nationwide network of approved emergency services in South Africa, including locksmiths, plumbers, beekeepers, glaziers and electricians.

#### 1.9. Trauma line

Provides necessary assistance such as the details of the police or the nearest local emergency Assistance Services in the case of:

- a) Assault
- b) Hijacking
- c) Child Abuse
- d) Medical emergency
- e) Most other violent and non-violent forms of trauma



## SECTION 3 – JOURNEY CANCELLATION AND INTERRUPTION

### 1. BENEFITS

#### 1.1. Cancellation of your journey before it starts

Cancellation cover is for financial loss you suffer when you do not use pre-paid travel and accommodation because you are unable to start your trip. This is limited to the limit of liability stated in your schedule of benefits. Cancellation cover ends when the Insured Journey starts. Cancellation cover applies if one of the following changes in circumstances occurs that is beyond your control and of which you were unaware of at the time you booked the trip.

#### WE WILL PAY FOR:

The value of unused travel arrangements, less any refunds, due to:

1. The unexpected death, illness or injury of you, your dependent Children, a Relative, Business Associate, travelling companions or the person in charge of your Children.
2. Theft or complete immobilisation of your private motor vehicle during your trip towards the point of departure due to a traffic Accident, fire or as a result of hijacking.
3. Retrenchment by your employer within 30 days before your planned departure.
4. The cancellation or diversion of your International Journey due to strikes or other industrial action unless there were media warnings 14 days prior to the purchase date of this policy.
5. A terrorist incident occurring in a city listed on your prepaid trip itinerary within 14 days prior to your scheduled departure date. The same city must not have experienced a terrorist incident within 90 days prior to the terrorist incident causing your claim.
6. Theft of travel documents causing the unavoidable cancellation of the Insured Journey.
7. A Traumatic Event happening to you, your dependent Children, a relative, Business Associate or travelling companions within 30 days before your planned departure.

#### Specific conditions:

1. You will need to first claim from your travel supplier and will need to provide us with written proof of any refunds due and refunds not paid.
2. When claiming due to illness or injury you must provide us with a medical report. In the case of a death we will need the death certificate.
3. Proof of the theft or immobilisation of your vehicle must be provided.
4. Theft of documents must be reported to the local police within 24 hours of the incident, and a written acknowledgement of the report obtained.
5. Written proof must be provided from the airline providing proof of the cancellation due to strikes or other industrial action.
6. When claiming due to a Traumatic Event you must provide us with police reports and a description of the event.

#### WE WILL NOT PAY FOR:

1. **Cancellation costs incurred due to the death, illness or injury of you, your dependent Children, a relative, Business Associate, travelling companions, the person in charge of your Children due to a Pre-existing Condition (see definitions for the definition of a Pre-existing Condition)**
2. Cancellation costs unless your treating doctor confirms in writing that you are unfit to travel.
3. Your withdrawal from the service provider (e.g. aircraft, sea vessel, train, hotel).
4. Expenses related to your decision not to travel.
5. The cancellation of the journey upon request of your spouse, parent, travelling companion or employer.
6. If you are not in possession of the required, valid, correct travel documents or visas.
7. Cancellation or a change of schedule of booked transportation by the supplier (aircraft, sea vessel, train).
8. Any costs recoverable from the service provider.
9. The inability of any tour operator or wholesaler to complete arrangements for a group due to an insufficient number of persons on the tour.
10. The cancellation of a journey due to mechanical or electrical breakdown.
11. The cancellation of a journey due to poor weather conditions including tsunamis, cyclones, tornadoes, hurricanes, floods, typhoons, blizzards or other natural disasters at the destination of the journey.
12. Pregnancy, childbirth and miscarriage or any pregnancy related conditions after the 25<sup>th</sup> week of pregnancy.
13. The Excess amount as stated in the schedule of benefits.

#### 1.2. Curtailment of your journey after it has started

Curtailment cover applies if you are forced to cut short a trip you have already started, and return to your Country of Residence because of one of the following changes in circumstances which are beyond your control and of which you were unaware at the time you booked the trip.



**WE WILL PAY FOR:**

The reasonable additional travel expenses you incur to return home early during your Insured Journey (economy and three star accommodation) up to the limit of liability stated in your schedule of benefits, due to any of the following events:

1. The unexpected death, illness or injury of you, your dependant Children, a relative, Business Associate, travelling companions, the person in charge of your Children.
2. The cancellation or diversion of your scheduled public conveyance due to strikes or other industrial action, unless there were media warnings prior to the date that the Insured Journey was booked and/or purchased.
3. A terrorist incident occurring while you are in a city listed on your prepaid trip itinerary. The same city must not have experienced a terrorist incident within 90 days prior to the terrorist incident causing your claim.
4. Theft of travel documents causing the unavoidable curtailment of the Insured Journey.

**Specific conditions:**

1. You must contact Regent Assist prior to making any alternative travel arrangements.
2. You must where applicable obtain a medical report from the treating medical practitioner prior to incurring any Curtailment expenses. In the case of a death, you must provide a death certificate.
3. Written proof must be provided from the relevant authority in the case of strikes or other industrial action.
4. Theft of documents must be reported to the local police within 24 hours of the incident, and a written acknowledgement of the report obtained.

**WE WILL NOT PAY FOR:**

1. **Curtailment costs incurred due to the death, illness or injury of you, your dependent Children, a relative, Business Associate, travelling companions, the person in charge of your Children due to a Pre-existing Condition (see definitions for the definition of a Pre-existing Condition)**
2. Accommodation or travel expenses that result from you returning home early due to an illness or injury, unless your treating doctor confirms in writing that you are unfit to travel.
3. Expenses related to your decision to return home early.
4. The curtailment of the journey upon request of your spouse, parent, travelling companion or employer.
5. Non-admittance into any country by the authorities.
6. If you are not in possession of the required, valid, correct travel documents or visas.
7. Cancellation or a change in schedule of booked transportation by the supplier (aircraft, sea vessel, train).
8. Any costs recoverable from the service provider.
9. The curtailment of a journey due to mechanical or electrical breakdown.
10. The curtailment of a journey due to poor weather conditions including tsunamis, cyclones, tornadoes, hurricanes, floods, typhoons, blizzards or other natural disasters.
11. Pregnancy, childbirth and miscarriage or any pregnancy related conditions after the 25<sup>th</sup> week of pregnancy.
12. The Excess amount as stated in the schedule of benefits.

**1.3. Missed connection****WE WILL PAY FOR:**

The extra cost of economy class transportation, up to the limited of liability stated in your schedule of benefits, for the most direct route to continue with your original itinerary, if you miss your connecting scheduled outgoing transportation due to a delay in the arrival of the scheduled incoming transportation.

**Specific conditions:**

1. Written proof of delay and subsequent missed connection must be obtained from the relevant service provider/s.
2. You must allow at least 3 hours or more between your original scheduled arrival time and the scheduled departure time of your connecting transportation

**WE WILL NOT PAY FOR:**

1. Carrier caused delay where the cost of the expense is recoverable from the carrier.
2. Delays due to strike or industrial action that was common knowledge on or before the date the Insured Journey was booked or this policy was purchased.
3. Your failure to check in on time.
4. When less than 3 hours was allowed between connecting flights.



## **SECTION 4 – TRAVEL DELAY**

Travel delay covers you for essential expenses incurred when the departure of your scheduled public transport in which you have arranged to travel is delayed for a minimum time period according to your schedule of benefits and up to the limit of liability stated in your schedule of benefits.

### **WE WILL PAY FOR:**

Essential expenses incurred for meals, drinks, travel expenses and accommodation if your carrier does not provide for this, up to the amount stated in the schedule of benefits.

### **We will only provide cover if this delay is caused by:**

1. Industrial strike action;
2. Adverse weather conditions; or
3. Mechanical or electrical breakdown.

### **Specific conditions:**

1. Written proof of the delay must be obtained from the transport provider or carrier
2. Receipts of items purchased must be provided.

### **WE WILL NOT PAY:**

1. When you did not check in on time.
2. When delays due to strike or industrial action that was common knowledge on or before the date the Insured Journey was booked or this policy was purchased.
3. When no actual expenses were incurred.
4. When proof of expenses are not provided.
5. For taxi fares, telephone costs, fuel and toll fees.



## **SECTION 5 – PERSONAL LIABILITY**

### **WE WILL PAY FOR:**

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

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

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

### **Specific conditions:**

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

### **WE WILL NOT PAY FOR:**

1. The first R1,000 of each and every claim.
2. Any indemnity for legal liability arising from Injury or loss as a result of any wilful, malicious or criminal act by you.
3. Any liability for damage to property you own, you have borrowed, hired or have under your control.
4. Any liability arising from your conduct in any profession, trade or business.
5. Any liability arising from the use or ownership by you of any mechanically propelled vehicle, aircraft, waterborne craft or animals.
6. Any judgements which are not in the first instance either delivered or obtained from a court within the RSA or the country in which the event occurred.
7. Any liability for death, bodily Injury or Illness of any member of your family or your employee.
8. Any liability that arises under a contract or agreement entered into by you, but not excluding liability that would have attached in the absence of such an agreement.
9. Any liability for damage to property that belongs to any member of your family, your employee or an acquaintance.



## **SECTION 6 – HIJACK OF PUBLIC TRANSPORTATION**

### **WE WILL PAY:**

If the public conveyance in which you are travelling is hijacked and your Insured Journey is interrupted for at least 24 hours, we will pay you R500 for each full day for which you are detained under duress by the hijack, up to the limit of liability stated in your schedule of benefits.

### **WE WILL NOT PAY:**

If you engage in any political or criminal activity.



## FAIS DISCLOSURE NOTICE

### DISCLOSURES REQUIRED IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 ("FAIS")

Regent Insurance Co .Ltd is a registered short-term insurer, company reg. no. 1966/007612/06 and authorised financial services provider, FSP25511

#### 1. Regent Insurance Company Limited – FSP25511

146 Boeing Road East  
Elma Park  
Edenvale  
1609

PO Box 674  
Edenvale  
1610

Telephone: 0860 734 368  
Fax: (011) 574 2928  
Website address: [www.regent.co.za](http://www.regent.co.za)

Regent Insurance is a public company, a registered short-term insurer and an authorised financial services provider for personal and commercial lines business. Regent holds Professional Indemnity and Fidelity insurance underwritten by Etana Insurance Company.

As the product supplier, Regent has an agreement with the Intermediary (Broker) that sold this product to you. The Intermediary has the obligation to furnish you with the following information:

- 1.1 His full business and trade names, registration number, postal and physical addresses, telephone numbers and email address;
- 1.2 The fact that he has been given a mandate to act on behalf of Regent;
- 1.3 Whether the Intermediary (Broker) directly or indirectly holds more than 10% of Regent's shares;
- 1.4 Whether the Intermediary (Broker) received more than 30% of his income from Regent in the last 12 months;
- 1.5 Whether the Intermediary (Broker) holds guarantees, or professional indemnity or fidelity insurance.

#### 2. Claims Procedures

In order to claim, contact +27 (0) 11 991 8419. Regent must be notified within 90 days of the claim event. If you are not satisfied with the outcome of your claim, you may write to the Complaints Department of Regent at any of the addresses above within 90 days of the claims decision. If you are still not satisfied, you have an additional 6 months after expiry of the 90 days to institute legal action against Regent. You also have recourse to the Ombudsman for Short-Term Insurance at PO Box 32334, Braamfontein, 2017.

#### 3.1 Complaints Procedures

If you have a complaint about this policy, you can submit a complaint in writing to the Regent Complaints Department at any of the addresses above, or on Telephone: 0861 268 378, Fax: (011) 574 2957 and e-mail: [complaints@regent.co.za](mailto:complaints@regent.co.za). If the matter is not resolved to your satisfaction by Regent, you may submit your complaint in writing to the Ombudsman for Short-term Insurance at PO Box 32334, Braamfontein, 2017. He may also be contacted on Telephone: 0860 OMBUDS (0860 726 890) or (011) 726 8900 Fax: (011) 726 5501 and e-mail: [info@osti.co.za](mailto:info@osti.co.za).

#### 3.2 FAIS Ombud

If you have a problem with the way the product was sold to you, the disclosures that were made to you or the advice that was given to you by the Intermediary (Broker), you must contact the Intermediary. If you are not satisfied with the reply, you may submit your complaint in writing to the FAIS Ombud at PO Box 74571, Lynwood Ridge, 0040. He may also be contacted on Telephone: 0860 OMBUDS (0860 662 837), Fax: (012) 348 3447 and e-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za).

#### 3.3 Compliance Officer

The compliance officer of Regent may be contacted at any of the contact addresses of Regent mentioned above. In addition the compliance officer can be contacted by e-mail at [compliance.st@regent.co.za](mailto:compliance.st@regent.co.za).

#### 4. Important Matters

It is very important that you are quite sure that the policy meets your needs and that you feel that you have all the information you need to make a decision. Feel free to make notes regarding verbal information and ask for written confirmation or copies of documents. Disclose all material facts accurately, fully and properly. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf. Do not sign any incomplete or blank documents. No person may insist that you do so. Nobody may ask or require you to waive a right that you have as a policyholder.