

# **VISA BUSINESS CARDS INSURANCE COVER**

## **CAUTION:**

Terms and conditions are updated from time to time. Please always refer to this page for the latest version applicable.

## CERTIFICATE WORDING 000057-B-2008

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### Section 1: THE CERTIFICATE OF INSURANCE

- 1.1 This Certificate is a contract of insurance. This document contains the details of the cover, and the terms, conditions & exclusions relating to each Cardholder, and is the basis upon which all claims will be settled.
- 1.2 In consideration of payment of the premium by the Client, the Cardholder is entitled to indemnified Benefits and Services under this Certificate, during the Period of Insurance, within the geographical limits, subject to the terms, conditions & exclusions.
- 1.3 The Benefits are underwritten by certain underwriters at Lloyd's. Lloyd's is authorised & regulated by the Financial Services Authority.
- 1.4 The Services are either provided or arranged by International SOS. In certain cases, where International SOS arrange assistance services, the cost of such services must be borne by the cardholder.
- 1.5 This Certificate shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have jurisdiction in any dispute arising hereunder unless otherwise agreed by underwriters in writing.

## **Section 2: MEANING OF WORDS**

**Accident** shall mean any sudden, unexpected, external and violent and specific event which occurs at an identifiable time (moment or point in time) and place which results in Bodily Injury.

**Act of Terrorism** shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Baggage** shall mean accompanied personal goods belonging to the Cardholder or for which the Cardholder is responsible and which are taken by the Cardholder on a Journey or acquired by the Cardholder during a Journey.

**Benefits** shall mean the indemnified benefits supplied by Underwriters under the terms & conditions of this Certificate, as set out in sections 7 to 15 inclusive.

**Bodily Injury** shall mean identifiable physical injury, which is caused by an Accident and which within twelve months from the date of the Accident results in the Cardholder's death, Permanent Total Disablement or Dismemberment.

**Card** means a card issued pursuant to the Client's card program in which the Benefits and Services of this Certificate have been incorporated.

**Cardholder/s** shall mean any person not yet 76 years old who has a valid Visa Business card issued by the Client bearing Bank Identification Number (BIN) 454691, and will include any Family or any Colleagues, up to a maximum of three people who are all travelling on a Journey from his/her Principal Country of Residence with pre-assigned ticketing.

**Certificate** means this Certificate of Insurance.

**Colleague** shall mean any business associate, client, guest, friend or other person as the Cardholder wishes, up to a maximum of three people, travelling with the Cardholder on a Journey.

**Common Carrier** shall mean any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Compulsory Inclusion** shall mean the automatic provision of Benefits and Services to the Cardholders where the Benefits and Services are not offered on an optional basis.

**Client** means State Bank of Mauritius

**Default** means any breach of the obligations of either Party or any act, omission, negligent act or statement of either Party, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting Party to the other.

**Dependent Children** means the children, step-children and legally adopted children of the Cardholder who are:

- (i) unmarried, and;
- (ii) living with such Cardholder (unless living elsewhere whilst in full time education), and;
- (iii) travelling with such Cardholder, and;
- (iv) under 19 years of age (or under 24 years of age if in full time education)

**Dismemberment** means the loss of a limb including loss of use of limb or loss of eye(s) including total and irrecoverable loss of sight occurring within 12 months of the date of the Accident.

**Domestic Common Carrier** shall mean any domestic public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Effective Date** means 01/01/2008.

**Expiry Date** means 31/12/2008.

**Family** shall mean the Cardholder, Spouse and Dependent Children travelling with the cardholder on a Journey. Spouse shall include the legal wife/husband and common law partner cohabiting at the same address for a continuous period of at least 1 year prior to the Journey

**General Exclusions** means the exclusions listed in Section 16 of this Certificate

**Hi-jack** means unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof.

**Hospital Daily Indemnity** shall mean a payment to be made to the Cardholder for each complete 24 hour period that the Cardholder spends as an in-patient in a hospital outside his or her Principal Country of Residence during a Journey. No payment shall be made until the first 48-hour period has expired, after which the first 48-hour period is also eligible for payment.

**Illness** shall mean any sudden and unexpected deterioration of health certified by a competent medical authority and agreed by an International SOS Physician.

**Jewellery and Valuables** shall mean items composed of gold, silver or other precious metals or semi-precious stones, furs, curios, works of fine art and photographic equipment only.

**Journey** shall mean the first 90 days of any trip falling entirely within the Period of Insurance, where at least 50% of the total value of tickets for travel on a Domestic Common Carrier or Common Carrier have been paid by using such Cardholder's Business card issued by the client. The Journey shall be deemed to have begun with the Cardholder's departure from the home where such Cardholder normally resides and shall have ended upon return to that home.

**Limit of Indemnity** refers to the maximum amount of third party expenses for which the Underwriters shall be responsible under this Certificate towards any one Cardholder during any one event, subject to the terms and conditions as defined hereunder.

**Medical Expenses** shall mean all reasonable costs necessarily incurred outside the Cardholder's Principal Country of Residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

**Money** shall mean coins, bank notes, postal and money orders, signed travellers and other cheques, letters of credit, travel tickets, credit cards, petrol coupons and other coupons.

**Party** means a party to this contract of insurance

**Permanent Total Disablement** shall mean disablement which medical evidence confirms, which has prevented the Cardholder from engaging in any gainful occupation for at least twelve months and will in all probability entirely prevent the Cardholder from engaging in any gainful occupation whatsoever for the remainder of his/her life.

**Period of Insurance** shall be the period between the Effective Date and the Expiry Date.

**Pre-existing** means any illness, defect, physical infirmity or condition, including sequelae or complications thereof that in the opinion of a medical practitioner appointed by International SOS can reasonably be related thereto, for which the Cardholder is receiving or has received medical treatment, advice or investigation prior to the Journey.

**Principal Country of Residence** shall mean that country in which the Cardholders has his/her Principal place of residence. Immediate Family assumes the nationality of the Cardholder for the purposes of this insurance. In the event of dual nationality, the Cardholder assumes the nationality of their Principal Country of Residence for the purposes and for the duration of this insurance.

**Relative** shall mean spouse or common law partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e) of a Cardholder.

**Serious Medical Condition** shall mean a condition, which in the opinion of an International SOS Physician requires emergency medical treatment to avoid death or serious impairment to the Cardholder's health. In

determining whether such a condition exists, the International SOS physician may consider the Cardholder's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

**Services** refer to 24-hour assistance and other related emergency services to be provided by International SOS as described in section 6 of this Certificate.

**International SOS** means International SOS Assistance (UK) Ltd, 6<sup>th</sup> Floor, Landmark House, Hammersmith Bridge Road, London, W6 9DP, United Kingdom.

**International SOS Physician** shall mean the physicians nominated by the SOS alarm centres throughout the world.

**Underwriters** refers to certain underwriters at Lloyds of London

### **Section 3: GEOGRAPHICAL LIMITS**

3.1 The Services & Benefits described in this Certificate are provided on a worldwide basis.

### **Section 4: ELIGIBILITY**

4.1 Only those Cardholders who are not yet 76 years old on the Effective Date or renewal date shall be eligible for Benefits and/or Services under this insurance.

4.2 The Cardholder is eligible for the Benefits and/or Services in accordance with the terms and conditions of this Certificate or any other eligibility criteria set by the Client in writing with the prior agreement from Underwriters and/or International SOS.

4.3 The Benefits and Services provided to the Cardholders shall be on a Compulsory Inclusion basis.

### **Section 5: PERIOD OF INSURANCE**

5.1 This Certificate shall commence on the Effective Date and shall be in force until the Expiry Date.

5.2 Any Party may immediately terminate this Certificate on written notice to the other Party in the event that:

- (i) the other Party shall be in Default of the performance or observance of any material covenants or provisions hereof and such Party shall have failed to remedy such default or breach within 30 days after receiving written notice of such default or breach; or
- (ii) any material representation or warranty made by the other Party is false or untrue when made; or
- (iii) the other Party shall make a general assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other Party for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.

5.3 In the event of termination or expiry of this Certificate, both Parties shall be relieved of all future liabilities as at the date of termination or expiry, whichever is applicable.

5.4 All Cardholders are entitled to the Benefits and Services from the date of activation of their card account or the date the Cardholder has been notified to Underwriters, whichever comes later and subject to the appropriate premium having been paid to Underwriters.

5.5 The entitlement to Benefits and Services will cease automatically on the date Underwriters receive written notification of the deletion of the Cardholder or the termination of the cardholder's Business card account, whichever comes first.

- 5.6 A Cardholder's eligibility for the Benefits and Services shall cease on the earliest of:
- (i) the date the Cardholder is no longer eligible for the Benefits and Services pursuant to this Certificate; or
  - (ii) the Date of Termination or Expiry Date, whichever occurs first

## **Section 6: MEDICAL AND TRAVEL ASSISTANCE SERVICES**

### 6.1 Assistance Services

International SOS will provide various medical and travel assistance services. Those services provided directly by International SOS are covered under the terms of this Certificate, subject to the Premium having been paid. Where a third party, such as a physician or courier, is utilised the provision of such services is at the expense of the cardholder, unless such costs are covered under the terms of this certificate.

### 6.2 International SOS Services

#### 6.2.1 Telephone assistance.

If contacted International SOS will provide medical advice to the Cardholder by telephone, including information on inoculation requirements for travel. International SOS will also provide information on travel visas. It must be noted that any such advice is inevitably limited by the circumstances and International SOS cannot be held liable for errors

#### 6.2.2 Service Provider referral

If contacted, International SOS will provide to the Cardholder contact details for medical or legal service providers, including physicians, dentists, lawyers, legal practitioners, interpreters, hospitals and other relevant persons or institutions. In such cases, whilst International SOS exercises care and diligence in selecting the providers, it does not provide the actual advice and is not responsible for the advice given or the outcome thereof. Further, unless the cost of the provision of the actual services by third parties are covered by this agreement, they must be borne separately by the Cardholder.

#### 6.2.3 Medical Monitoring

In the event of a Cardholder requiring hospitalisation, International SOS will, if required, monitor the Cardholder's medical condition during and after hospitalisation until the beneficiary regains a normal state of health, subject to any and all obligations in respect of confidentiality and relevant authorisation.

#### 6.2.4 Cardholder support

In the event that International SOS is contacted to report a lost or stolen card or for account queries, International SOS shall contact the Client's customer service line as soon as practicable.

#### 6.2.5 Guarantee of Payment

If covered under the terms of this certificate, International SOS will guarantee or pay any required hospital admittance deposit on behalf of a Cardholder.

### 6.3 Third Party Services

6.3.1 In the event of an emergency where, either the Cardholder cannot be adequately assessed by telephone for possible evacuation, or the Cardholder cannot be moved and local medical treatment is unavailable, International SOS will, send an appropriate medical practitioner to the Cardholder. International SOS will not pay for the costs of such services unless covered under the terms of this Certificate.

6.3.2 International SOS will arrange to have delivered to the Cardholder essential medicine, drugs, medical supplies or medical equipment that are necessary for a Cardholder's care and/or treatment but which

are not available at the Cardholder's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. International SOS will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof unless covered under the terms of this Certificate.

## **Section 7: EMERGENCY MEDICAL, EVACUATION & REPATRIATION EXPENSES**

### **7.1 Medical Expenses**

If a Cardholder incurs Medical Expenses whilst on a Journey as the direct result of the Cardholder sustaining Bodily Injury or an Illness, the Underwriters will indemnify the Cardholder in respect of such expenses up to the limit shown in Section 14 of this Certificate.

### **7.2 Emergency Evacuation and Repatriation Services**

7.2.1 In the event that a Cardholder suffers an Illness, Accident or Bodily Injury whilst on a Journey, and the Cardholder is in a Serious Medical Condition, and in the opinion of International SOS such arrangements are necessary on medical grounds, International SOS will arrange for the transportation for moving the Cardholder to the nearest hospital where appropriate medical care is available or International SOS will arrange for the return of the Cardholder to the Principal Country of Residence.

7.2.2 If required, International SOS will also arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and a medical escort.

7.2.3 International SOS retains the absolute right to decide whether the Cardholder's medical condition is sufficiently serious to warrant an emergency medical evacuation. International SOS further reserves the right to decide the place to which the Cardholder shall be evacuated to and the means or method by which such evacuation will be carried out having taken into account all the assessed facts and circumstances of which International SOS is aware at the relevant time.

7.2.4 International SOS reserves the right to decide the means or method by which such repatriation will be carried out having taken into account all the assessed facts and circumstances of which International SOS is aware at the relevant time.

### **7.3 Transportation of Mortal Remains**

In the case of death of a Cardholder whilst on a Journey abroad, International SOS will arrange for transporting the Cardholder's mortal remains from the place of death to any location as may be reasonably selected by the Cardholder's legal personal representative.

### **7.4 Transportation to join a Cardholder**

7.4.1 International SOS will arrange an economy class return ticket for a person chosen by the Cardholder to join the Cardholder who has been or will be hospitalised outside the Principal Country of Residence as a result of Accident or Illness for a period in excess of 7 consecutive days, subject to International SOS' prior approval and only when judged necessary by International SOS on medical and compassionate grounds.

### **7.5 Return of Dependent Children**

7.5.1 If Dependent Children are left unattended as a result of a Cardholder's Accident or Illness whilst on a Journey, International SOS will arrange the transportation for such Dependant Children by Common Carrier to their normal place of residence. Qualified attendants will be provided when deemed appropriate by International SOS.

### **Specific Exclusions Applying To Section 7**

7.6 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover for emergency Medical Expenses, evacuation & repatriation expenses:

- (i) Expenses incurred after 12 months from the time of the Accident or first manifestation of Illness or Bodily Injury;
- (ii) Dental or optical expenses, unless incurred as a result of an Accident, Illness or Bodily Injury;
- (iii) Treatment provided other than by a qualified medical practitioner;
- (iv) Expenses incurred within the Cardholder's Principal Country of Residence;
- (v) Expenses incurred which are non-medical in nature e.g. telephone calls, newspapers etc.;
- (vi) Services rendered without the authorisation and/or intervention of International SOS;
- (vii) Costs, which would have still been payable if the event giving rise to the intervention of International SOS, had not occurred;
- (viii) Elective cosmetic surgery;
- (ix) Expenses incurred for treatment not verified by a medical report;
- (x) Cases of minor Illness or Bodily Injury, which in the opinion of the International SOS Physician can be adequately treated locally and which do not prevent the Cardholder from continuing his/her travels or work;
- (xi) Expenses incurred where the Cardholder in the opinion of the International SOS Physician is physically able to return to his/her Principal Country of Residence seated as a normal passenger and without medical escort; and
- (xii) The first USD 100.00 of each and every claim;

## **Section 8: PERSONAL ACCIDENT COVER**

### **8.1 FULL TRIP (i.e. at all times during the Journey)**

8.1.1 If a Cardholder sustains Bodily Injury during a Journey and independently of any other cause such Bodily Injury results in the death, Permanent Total Disablement or Dismemberment of the Cardholder, the Underwriters will pay to the Cardholder, or such person as may be selected by the Cardholder's legal personal representative(s), the sum detailed in Section 14 of this Certificate.

8.1.2 The cover provided under Section 8.1.1 commences with the Cardholder's departure from home where such Cardholder normally resides and shall end upon return to that home.

### **8.2. COMMON CARRIER**

8.2.1 If during a Journey a Cardholder sustains Bodily Injury during the operative time below where at least 50% of the fare or hire charge has been charged to the Cardholder's Card and independently of any other cause such Bodily Injury results in the death, Permanent Total Disablement or Dismemberment of the Cardholder the Underwriters will pay to the Cardholder, or such person as may be selected by the Cardholder's legal personal representative(s), the sum detailed in Section 14 of this Certificate.

8.2.2 The cover provided under Section 8.2.1 commences when the Cardholder enters an airport, seaport, railway or road station for the purpose of boarding common carrier for which the Cardholder's card has been used in advance to purchase a ticket and ends upon disembarkation from such common carrier.

### **8.3 DOMESTIC COMMON CARRIER**

8.3.1 If during a Journey a Cardholder sustains Bodily Injury whilst boarding, travelling in or whilst alighting from any Domestic Common Carrier conveyance, including a hired motor vehicle, for which at least 50% of the fare or hire charge has been charged to the Cardholder's Card and independently of any

other cause such Bodily Injury results in the death, Permanent Total Disablement or Dismemberment of the Cardholder the Underwriters will pay to the Cardholder, or such person as may be selected by the Cardholder's legal personal representative(s), the sum detailed in Section 14 of this Certificate.

- 8.3.2 The cover provided under Section 8.3.1 commences when the Cardholder enters an airport, seaport, railway or road station for the purpose of boarding domestic common carrier for which the Cardholder's card has been used in advance to purchase a ticket and ends upon disembarkation from such domestic common carrier.

#### Specific Exclusions Applying To Section 8

- 8.4 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Personal Accident:
- (i) Costs, which would have still been payable if the event giving rise to the intervention of International SOS had not occurred;
  - (ii) More than one claim under this Section 8 in connection with the same Accident;
  - (iii) Expenses resulting from medical or surgical treatment except where Bodily Injury renders such treatment as necessary; and
  - (iv) Bodily Injury sustained other than during a Journey;

#### **Section 9: HOSPITAL DAILY BENEFIT**

- 9.1 If a Cardholder sustains Bodily Injury or Illness during a Journey which results in the hospitalisation of the Cardholder, the Underwriters will indemnify to the Cardholder or such person as may be selected by the Cardholder's legal personal representative(s), the sum detailed in Section 14 of this Certificate, per day, up to a maximum of 30 days.

#### Specific Exclusions Applying To Section 9

- 9.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover:
- (i) Services rendered without the authorisation and/or intervention of International SOS;
  - (ii) Cases of minor Illness or Bodily Injury, which in the opinion of the International SOS Physician can be adequately treated locally, and which do not prevent the Cardholder from continuing their travels or work;
  - (iii) The Cardholder suffering from sickness or disease not directly resulting from a valid claim for Bodily Injury or Illness;
  - (iv) Payment in respect of the first 48 hours of hospitalisation unless the period of hospitalisation exceeds 48 hours;
  - (v) Elective cosmetic surgery;
  - (vi) Expenses incurred after 12 months from the time of the Accident or first manifestation of Illness;
  - (vii) Expenses incurred within the Cardholder's Principal Country of Residence;
  - (viii) Expenses incurred for treatment not verified by a medical report; and
  - (ix) Dental or optical expenses, unless incurred as a result of an emergency;

#### **Section 10: PERSONAL LIABILITY**

- 10.1 If whilst on a Journey the Cardholder is involved in an incident which results in him or her becoming legally liable to pay damages or costs in respect of accidental death or Bodily Injury and/or accidental loss of or damage to material property belonging to any third party then the Underwriters will indemnify the Cardholder against all sums which they shall become legally liable to pay to a third party claimant up to the limit specified in Section 14 of this Certificate.
- 10.2 The limit shown in Section 14 of this Certificate also covers the Cardholder's costs and expenses incurred with the prior written approval of Underwriters
- 10.3 Special Conditions:-
- (i) The liability of the Underwriters for all sums payable by the Cardholder under this section shall not exceed the limits shown in Section 14 of this Certificate;
  - (ii) The Cardholder shall give immediate notice to the Underwriters of any occurrence for which there may be liability under this section and shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt any letter, writ, summons and process and shall advise the Underwriters in writing immediately the Cardholder has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence;
  - (iii) No admission of liability or offer, promise or payment shall be made without the prior written consent of the Underwriters. The Underwriters shall be entitled at their discretion to take over settlement of any claim and to prosecute at their own expense and for their benefit any claim for compensation or damage against any other person. The Cardholder shall give any and all information and assistance required;
  - (iv) The Underwriters may at any time and at their sole discretion pay to the Cardholder the maximum sum payable under this section in respect of any claim. The Underwriters shall then be exempt from all future liability under this section.

#### Specific Exclusions Applying to Section 10

- 10.4 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Personal Liability:
- (i) Bodily Injury to employees of the Cardholder;
  - (ii) Liability arising out of:
    - a) the use of vehicles, aircraft or watercraft (other than manually propelled rowing boats, punts or canoes);
    - b) property belonging to or held in trust by or in the custody of, or control of the Cardholder;
    - c) any wilful or malicious act;
    - d) the ownership or use of firearms;
    - e) the carrying on of any trade, profession or business;
  - (iii) Liability to members of the Cardholder's family; and
  - (iv) Liability assumed by the Cardholder by agreement;

## **Section 11: BAGGAGE & MONEY**

### Loss of Baggage

- 11.1 If, whilst on a Journey, a Cardholder sustains loss, theft or damage to Baggage, the Underwriters will indemnify the Cardholder in respect of such loss or damage up to the limits shown in Section 14 of this Certificate.
- 11.2 In order to be reimbursed by the Underwriters, the Cardholder must provide a detailed description of the property along with its date of purchase and value. Bills, invoices or other proof are required. Lost, stolen or damaged property will be valued allowing for wear and tear at the time of the loss.

#### Loss of Money

- 11.3 If, whilst on a Journey, a Cardholder sustains loss, theft or damage to Money, the Underwriters will indemnify the Cardholder in respect of such loss or damage up to the limits shown in Section 14 of this Certificate.
- 11.4 In order to be reimbursed by the Underwriters, the Cardholder must provide a detailed description of the Money.

#### Specific Exclusions Applying To Section 11

11.5 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Loss of Baggage and/or Money:

- (i) More than USD 250 in respect of any one article;
- (ii) More than USD 300 in respect of Jewellery and Valuables in total;
- (iii) Claims in respect of accessories for vehicles or boats.
- (iv) Loss or damage due to:-
  - a) moths, vermin, wear and tear, atmospheric or climatic condition or gradual deterioration;
  - b) mechanical or electrical failure;
  - c) any process of cleaning, repairing, restoring or alteration;
- (v) More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set;
- (vi) Loss not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained;
- (vii) Loss due to confiscation or detention by customs or any other authority;
- (viii) Losses from unattended vehicles unless secured in a locked boot;
- (ix) Baggage or money left in a vehicle during the hours of darkness, even if protected by an alarm;
- (x) Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;
- (xi) Loss of or damage to contact, corneal or micro-corneal lenses;
- (xii) The first USD 50 of each and every claim;
- (xiii) Loss of personal goods borrowed, hired or rented by the Cardholder; and
- (xiv) (In respect of Money) Devaluation of currency or shortages due to errors or omissions during monetary transaction;

## **Section 12: CANCELLATION**

- 12.1 If, a Cardholder incurs expenses as the direct and necessary result of the cancellation, curtailment or re-arrangement of any part of the original plan for the Cardholder's Journey as the direct consequence of:
- (i) the Cardholder sustaining Bodily Injury or suffering Illness;
  - (ii) the death, Bodily Injury or Illness of the Cardholder's Relative;
  - (iii) compulsory quarantine, jury service, subpoena or hijacking involving the Cardholder; or
  - (iv) cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion, mechanical breakdown or adverse weather conditions,

then the Underwriters will be responsible for indemnifying the Cardholder for the unused portion of prepaid travel and accommodation expenses as included in the Journey as per the limits shown in Section 14 of this Certificate.

#### Specific Exclusions Applying To Section 12

- 12.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for cancellation:
- (i) Costs, which would have still been payable if the event giving rise to the intervention of International SOS, had not occurred;
  - (ii) Cases of minor Illness or Bodily Injury, which in the opinion of the International SOS Physician can be adequately treated locally, and which do not prevent the Cardholder from continuing their travels or work;
  - (iii) Expenses incurred where the Cardholder in the opinion of the International SOS Physician is physically able to return to his/her Principal Country of Residence travelling as a normal passenger and without medical escort; and
  - (iv) Death or illness of any pet or animal.

### **SECTION 13: INCONVENIENCE**

#### Travel Delay

- 13.1 In the event of:
- (i) industrial action;
  - (ii) adverse weather conditions
  - (iii) mechanical breakdown or derangement of the Cardholder's aircraft or sea vessel; or
  - (iv) the grounding of the aircraft on which the Cardholder is due to travel as a result of mechanical or structural defect;

which results in the delayed departure of the Cardholder's flight or sailing for at least 4 hours on the outward or return Journey from the time shown in the carrier's travel itinerary as supplied to the Cardholder, the Underwriters will arrange a payment to the Cardholder.

- 13.2 The payment to the Cardholder under Section 13.1 is up to the limits as shown in Section 14 of this Certificate, per hour's delay, up to a maximum of 12 hours, provided always that the Cardholder shall have checked-in according to the itinerary given to him or her by the tour operator or carrier and shall have obtained written confirmation from the airline or shipping line or their handling agents that the flight or sailing was delayed by an event described in this section. Such confirmation must state the actual period of the delay.
- 13.3 The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the itinerary.

## Baggage Delay

- 13.4 In the event of a Cardholder's Baggage being temporarily lost or misplaced on an outward part of a Journey by the airline, shipping line or their handling agents, the Underwriters will reimburse the Cardholder up to the limits as shown in Section 14 of this Certificate per hour's delay, to a maximum of 12 hours. Written confirmation of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.

## Document Replacement

- 13.5 In the event of a Cardholder forgetting, losing or misplacing (either permanently or temporarily) any essential documents needed whilst on a Journey, the Underwriters will arrange the payment of all reasonable costs necessarily incurred for replacing essential documents (including such items as personal computer discs and presentation slides) up to the limits shown in Section 14 of this Certificate.
- 13.6 All such costs must be approved by International SOS on behalf of the Underwriters prior to their being incurred. Replacement costs shall not be payable for any loss consequent or resulting from the loss of said documents beyond the physical cost of replacing said documents. The intrinsic value of any savings bond, bankers bill of value (cheques, traveller's cheques and the like) or similar documents, if such is lost by a Cardholder, shall not be replaced.

## Hi-Jack

- 13.7 Should the Cardholder's means of transport be subject to a Hi-jack during a covered trip, the Underwriters will pay up to the limits shown in Section 14 of this Certificate for each day of detention for a maximum of 21 days.

## Legal Expenses

- 13.8 International SOS will, with the Underwriters written consent, provide cover for legal expenses incurred up to the limits as shown in Section 14 of this Certificate arising from the pursuit of a claim against a third party who has caused Bodily Injury to or Illness or Death of the Cardholder by an incident occurring during a Journey.

## Specific Exclusions Applying To Section 13

- 13.9 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for inconvenience Benefits:
- (i) Payment in respect of the first 4 hours of delay;
  - (ii) Delay resulting from the failure of the Cardholder to provide the necessary correct documentation;
  - (iii) Delay resulting from the failure of the Cardholder to allow reasonable time to reach the point of departure given the circumstances known at the time;
  - (iv) Delay arising as a result of any official Government suspension or cancellation of a service;
  - (v) Active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrections;
  - (vi) In respect of Baggage delay or loss of documents, loss, temporary loss/misplacement not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained;
  - (vii) In respect of Hi-jack, claims arising from the Cardholder being individually selected as a victim as a result of their or their family or business activities causing a reasonable expectation of increased risk;

- (viii) In respect of Legal expenses, any costs or expenses incurred in pursuing claims against a travel agent, tour operator, insurer, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, insurer, insurance agent or carrier contracted as part of the original Journey and not any third party's carrier booked directly by the Cardholder during the Journey;
- (ix) In respect of Legal expenses, any claim where in the opinion of the Underwriters there is insufficient prospect of success in obtaining a reasonable benefit;
- (x) In respect of Legal expenses, claims against any employer or whilst carrying on any business, trade or profession;
- (xi) In respect of Legal expenses benefits rendered without the authorisation and/or intervention of International SOS; and
- (xii) In respect of Legal expenses, claims for professional negligence.

#### **Section 14: SUMMARY OF BENEFITS, LIMITS OF INDEMNITY & EXCESSES**

<b>Section</b>	<b>Benefit</b>	<b>Benefit Limit per Cardholder per event in USD</b>	<b>Excess per Cardholder per event in USD</b>
6	Medical & Travel Assistance Services	N/A	N/A
7	Emergency Medical, Evacuation & Repatriation Expenses 1. Medical expenses 2. Emergency Evacuation & Repatriation expenses	N/A N/A	100.00
8	Personal Accident 1. Full Trip 2. Common Carrier 3. Domestic Common Carrier	N/A N/A N/A For children aged 16 and under benefit is limited to 3,000	N/A N/A N/A
9	Hospital Daily Benefit	N/A	N/A
10	Personal Liability	N/A	N/A
11	Baggage & Money 1. Loss of Baggage 2. Loss of Money	N/A N/A	50.00 50.00
12	Cancellation	N/A	N/A
13	Inconvenience benefits 1. Travel delay 2. Baggage delay 3. Document replacement 4. Hijack 5. Legal Expenses	40 75 1,500 50 2,500	4 hours 4 hours N/A N/A N/A

Compensation payable in respect of Personal Accident

- |    |   |                    |
|----|---|--------------------|
| 1. | Death   | 100% of sums above |
| 2. | Total and irrecoverable loss of sight of one or both eyes | 100% of sums above |
| 3. | Loss of one or two limbs                                  | 100% of sums above |
| 4. | Permanent Total Disablement (other than above)            | 100% of sums above |

The total payment for a single Personal Accident will not exceed 100 % the sum above

**Section 15: GENERAL CONDITIONS**

- 15.1 The Cardholder must take reasonable care to prevent loss, theft, damage, Accident, Bodily Injury or Illness, and to protect, save and/or recover personal property.
- 15.2 International SOS shall use its best endeavours to provide the Benefits and Services described in this Certificate but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations and intervention depends on International SOS obtaining the necessary authorisations issued by the various authorities concerned. International SOS shall not be required to provide Benefits and Services to the Cardholders, who in the sole opinion of International SOS are located in areas which represent war risks, political or other conditions such as to make such Services impossible or reasonably impracticable.
- 15.3 Written notice of any Accident, proceedings or any other event which may give rise to a claim shall be given to Underwriters within 30 days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by Underwriters shall be provided at the expense of the Client or Cardholder or their legal representative. A claim form must be completed by the Cardholder and submitted to Underwriters within 90 days of expenditure being incurred. This time limit may be extended subject to the prior approval of Underwriters where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- 15.4 If fraudulent means or devices are used by the Cardholder and/or anyone acting on his/her behalf, to obtain any Benefits or Services provided under this Certificate, any and all rights in respect of the concerned Cardholder in terms of this Certificate shall be forfeited immediately.
- 15.5 If the Benefits and Services of this Certificate are covered in whole or in part by any other insurance policy and/or other source, the Cardholder shall only be entitled to claim those costs, which cannot be recovered by the Cardholder from such other policy (s)/ sources.
- 15.6 Any portion of a Cardholder's travel ticket, which is unused following the provision of evacuation /repatriation Services or cancellation Benefits, is to be surrendered to International SOS.
- 15.7 Underwriters may at any time and at their own expense and without prejudice to this Certificate take proceedings in the name of the Cardholder to obtain compensation or secure an indemnity from any third party in respect of any loss or Bodily Injury giving rise to the provision of Benefits and Services.

**Section 16: GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS**

This Certificate does not cover:

- 16.1 Expenses, which are more specifically covered by or recoverable from any other insurance policy or national insurance programme under which the Cardholder is covered;
- 16.2 Expenses incurred as a result of claims for events occurring after the Journey;
- 16.3 The provision of services where a Cardholder is over 75 years of age at the Effective Date of the Agreement or any subsequent Journey;
- 16.4 Any pre-existing defect, infirmity or condition for which the Cardholder is receiving medical treatment, advice or consultation at the time of travelling or at the time of arranging travel unless specifically agreed in writing by International SOS;

- 16.5 Any Journey booked or undertaken against medical advice;
- 16.6 Situations where a Journey was specifically undertaken with the intention of obtaining medical treatment;
- 16.7 Situations where a Journey was booked after receipt of a terminal prognosis to the Cardholder or Relative;
- 16.8 Expenses related to psychiatric disorders infirmities or conditions for which treatment has previously been received;
- 16.9 Expenses related to pregnancy, unless unexpected complications arise, and in no circumstances where the pregnancy has entered the 7th month at the start of a Journey;
- 16.10 Situations arising from or in any way connected with a wilfully self inflicted Bodily Injury or Illness, insanity, alcohol, drug or substance abuse or self exposure to needless peril (except in an attempt to save human life) including suicide;
- 16.11 Claims resulting from the failure of the Cardholder to exercise all reasonable care to protect themselves and their property;
- 16.12 The commission of, or the attempt to commit, an unlawful act;
- 16.13 Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war;
- 16.14 Any expense which is a direct result of nuclear reaction or radiation;
- 16.15 Consequential loss other than stated as being specifically covered;
- 16.16 Services provided by any Party other than International SOS for which no charge would be made if this Certificate were not in place;
- 16.17 Claims notified more than 90 days after the date of loss;
- 16.18 The Cardholder exercising any form of hazardous work in connection with any business, trade or profession;
- 16.19 The Cardholder engaging in any form of aerial flight except as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- 16.20 Any expense related to accident or injury occurring while the Cardholder is engaged in any hazardous activity, pastime or pursuit, caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep sea diving utilising hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organised sports undertaken on a professional or sponsored;
- 16.21 The Cardholder engaging in any winter sports;
- 16.22 The Cardholder engaging in active service in the armed forces of any nation;
- 16.23 The Cardholder engaging in active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrections; and
- 16.24 Any Bodily Injury, Illness, death, loss, expenses or any other liability attributable to HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).

**Section 17: PREMIUM**

- 17.1 In consideration of the Benefits and Services to be provided hereunder, the Insured shall pay a Minimum and Deposit premium of USD 2,000.00 at the inception of this contract based upon the number of cards in use at inception and calculated according to the premium per card of USD 0.63.
- 17.2 An adjustment premium is due at the end of the contract if the number of cardholders at that time exceeds the number of cardholders at the inception of the contract. The adjustment is calculated by the difference in the number of cardholders at termination compared to inception multiplied by the premium per card. Any adjustments due are payable within 30 days of the end of the contract.
- 17.3 All premium payments shall be payable by the Client within 30 days from the day of receipt of the Debit Note.
- 17.4 All invoices will have local taxes added as required.

**Section 18: INTERMEDIARY**

- 18.1 The intermediary for this contract is International SOS Insurance Services Ltd, 2<sup>nd</sup> Floor, Watermen’s Hall, 16 St Mary at Hill, London EC3R 8EF, to whom all correspondence should be addressed.

**Section 19: SECURITY**

- 19.1 This insurance is placed under the unique market reference BO901 L60706772 000 with certain underwriters at Lloyd's, participating in the following proportions of the whole:

Syndicate	Proportion
510	32.1429 %
5000	14.2857 %
4020	7.1429 %
2001	14.2857 %
4472	14.2857 %
2003	17.8751 %

- 19.2 LSW 1001 (Insurance)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**Section 20: REQUESTING EMERGENCY or TRAVEL ASSISTANCE**

- 20.1 Emergency Medical and Travel assistance services are available 24 hours a day from International SOS.

In the event that the Cardholder requires these services, please call +44 208 762 8146

**Section 21: HOW TO MAKE A CLAIM**

- 21.1 In the event of an event occurring that may give rise to a claim under this Certificate, the Cardholder, or his representative, should contact International SOS on +44 208 762 8002
- 21.2 The Cardholder must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions, to ensure that what you are intending to claim for is covered. Original invoices, receipts, official reports, tickets, agreements, credit card slips, or other documentary evidence will be required to be submitted in support of any claim.
- 21.3 Upon contacting International SOS to report a claim, the Cardholder should request a claim form, which should be returned to the address given within 28 days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

## Section 22: COMPLAINTS PROCEDURE

International SOS aims to provide a high class service at all times, however if the service is found to be unsatisfactory, the following procedure is available to resolve the problem:

In the first instance the Cardholder should write with details of the complaint to: The Managing Director, International SOS Insurance Services Ltd, 2<sup>nd</sup> Floor, Watermen's Hall, 16 St Mary at Hill, London, EC3R 8EF  
If the problem remains unresolved, the situation can be referred to the Complaints Department at Lloyd's, who may, in certain circumstances, be able to review the matter.

Their address is:

Complaints Department  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No. : +44 20 7327 5693  
Fax No.: +44 20 7327 5225  
E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

In the event that the Complaints Department is unable to resolve the complaint, it may be possible for it to be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.