

Investec Corporate
Complimentary Travel Insurance Policy

# Index

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The numbering reflected in the policy wording is not in consecutive order. It reflects only the *benefits* for which you qualify.

# Your Investec travel insurance benefits at a glance

# **Complimentary Cover**

As an Investec Corporate credit cardholder, you qualify for up to 90 days complimentary travel insurance for *international journeys* when you buy your return *travel ticket(s)* with your Investec card. Complimentary travel insurance is available for travellers up to the age of 79 years inclusive.

When you buy more than one *public transport carrier* ticket and the travellers are travelling on the same *insured journey*, the travellers will share the complimentary cover. When you buy a *public transport carrier* ticket for another Investec cardholder travelling with you, this cardholder will qualify for the full complimentary cover.

Complimentary travel insurance does not include cover for pre-existing medical conditions, inconvenience benefits such as loss or theft of baggage, cancellation, baggage and travel delay and hazardous activities. You have the option to supplement the complimentary cover available to you. For information on the optional additional benefit plans, please contact the Bryte Customer Care Centre on 0860 22 44 88 or email at investectravel@brytesa.com.

# **Optional Additional Benefits**

As complimentary travel insurance does not include cover for pre-existing medical conditions, inconvenience benefits such as loss or theft of baggage, cancellation, baggage and travel delay and hazardous activities, you have the option to buy the Premium optional additional benefit plan. The Premium optional additional benefit plan will supplement your complimentary cover by providing a wider range of benefits and caters for trips up to a maximum of 180 days. The Premium optional additional benefit plan is available for travellers up to the age of 79 years inclusive.

The Premium optional additional benefit plan may not include certain hazardous activities. Please refer to the hazardous activities listed in the optional additional benefits policy wording to ensure that you have cover for your planned activities. Should you activity not appear on our list, please contact the Bryte Customer Care Centre on 0860 22 44 88 or email at investectravel@brytesa.com to ensure that you have the appropriate cover in place.

When you are travelling from abroad to South Africa, we recommend that you buy travel insurance in your country of residence. We do however have cover available for inbound and local journeys. For information on the optional inbound and local *benefit* plans, please contact the Bryte Customer Care Centre on 0860 22 44 88 or email at investectravel@brytsa.com.

# **Cover for Pre-Existing Medical Conditions**

The complimentary cover excludes claims which arise from any pre-existing medical condition that you are aware of. A pre-existing medical condition includes any doctor's consultation or medical advice, treatment, including prescription medication, you received from a *medical practitioner* for any chronic or recurring *illness* or *injury* during the year before the insurance under this policy started.

The Premium optional additional benefit plan includes cover for pre-existing medical conditions. Please refer to the schedule of benefits in the optional additional benefit policy wording. The optional additional cover is available for travellers up to the age of 79 years inclusive.

# **Senior Cover**

The complimentary insurance provides cover for travellers who are up to 79 years of age. However, if you use your Investec card to buy your return *travel ticket(s)*, and you are between the ages of 80 and 89 years inclusive, you qualify for the Investec senior plans. For information on the senior plans, please contact the Bryte Customer Care Centre on 0860 22 44 88 or email at investectravel@brytesa.com.

# A. Schedules of benefits

**Complimentary benefits - Corporate** 

**Benefit limits** 

Age limit: Up to and including 79 years

**Duration: 1 to 90 days** 

	ot for Section 2: Personal Accident, benefits are paid for actual ontstated in the schedule of benefits. Benefits are paid once pe	
1.	EMERGENCY MEDICAL AND RELATED EXPENSES	
1.1	Emergency medical expenses including terrorism	R4,000,000
	Excess - in-patient	Not applicable
	Excess - out patient	R2,000
	Emergency medical expenses when taking part in sport, hazardous activities or adventure sports	Not applicable
1.3	Medical evacuation, transport to medical centres, return to South Africa	Actual expense (part of emergency medical and related expenses)
2.	PERSONAL ACCIDENT	
2.1	Death and <i>permanent total disability</i> – excluding air travel (including terrorism)	R250,000
2.2	Death and <i>permanent total disability</i> – insurance for air travel only (including terrorism)	R750,000
3.	BRYTE TRAVEL ASSIST SERVICES	
3.1	Assistance services	
	Cash transfer advice	Assistance only
	Consular and embassy referral	Assistance only
	Emergency travel and accommodation arrangements	Assistance only
	Sending urgent messages	Assistance only
	Evacuation assistance	Assistance only
	Replacement of lost travel documents	Assistance only
	24-hour medical emergency telephone line	Assistance only
3.2	Visit by a family member	Actual expense up to a maximum of R300,000
3.3	Return of stranded children	Included (part of emergency medical and related expenses)
3.4	Return of stranded travel companion	Included (part of emergency medical and related expenses)
3.5	Substitute business colleague expenses	R10,000
3.6	Legal assistance when you are abroad	R5,000
3.8	Burial, cremation or return of mortal remains	Included (part of emergency medical and related expenses)
	Coffin expenses	R10,000

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Com	ommentary	v benefits –	Corporate

**Benefit limits** 

Age limit: Up to and including 79 years

**Duration: 1 to 90 days** 

Except for Section 2: Personal Accident, benefits are paid for actual costs up to the maximum amount stated in the schedule of benefits. Benefits are paid once per insured journey.

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8.	LEGAL RESPONSIBILITY TO THIRD PARTIES		
8.1	Legal responsibility to third parties	R2,500,000	
	Excess	R1,000	
9.	HIJACK		
9.1	9.1 Hijack of a public transport carrier (more than 24 hours) R7,500		
TOTA	TOTAL LIMIT OF ALL CLAIMS R4,300,000		

The numbering reflected in the policy wording is not in consecutive order. It reflects only the *benefits* for which you qualify.

# B. About the policy

# 1. The policy is a contract between Bryte Insurance Company South Africa Limited and Investec Bank Limited

- 1.1 This policy is your travel insurance contract with us. We pay all valid claims if you comply with the terms and conditions of this policy. In this policy:
  - 1.1.1 The words 'you' and 'your' refer to the policyholder and the people named as insured travellers on the travel insurance certificate;
  - 1.1.2 The words 'we', 'us' and 'our' refer to Bryte Insurance Company Limited, registration number 1965/006764/06;
  - 1.1.3 'Bryte Travel Assist' registration number 131418865 refers to the emergency medical company authorised to help with emergency medical and related claims.
- 1.2 You may not transfer your rights in this policy to anyone else. (This is known in law as cession.)
- 1.3 You may not transfer your obligations under this policy to anyone else. (This is known in law as assignment.)

# 2. The policy is made up of four documents

- 2.1 Your travel insurance certificate: This contains information that is particular to you. It includes the benefit plan you qualified for when you applied for insurance, the benefits and limits you are insured for and the excesses that apply. There is an age limit that applies to the benefit plan. Please check your travel insurance certificate to make sure you are insured for the benefit plan that best suits your needs.
- 2.2 Policy terms and conditions: These are set out in this document and include your and our rights and duties, the conditions of insurance, how to claim, and the events and items that we do and do not insure.
- 2.3 Changes to your policy: These are also called endorsements. Any changes must be in writing and agreed to by us before they form part of your policy.
- 2.4 Your right to know: Information about your short-term insurance. This document is attached to the end of your policy. It gives details about us and the people you can contact for claims and disputes.

# 3. The structure of this policy

This policy is divided into two parts:

- 1. The first part contains general sections, labelled A to G;
- 2. The second part contains specific sections, numbered from 1 to 18. (The numbering in the policy wording is not in consecutive order. It reflects only the *benefits* for which you qualify). You might not have insurance under every section, and exclusions and limits apply to your insurance. Please check your *travel insurance certificate* to see what you are insured for.

# 4. Important policy condition - contact us before incurring medical costs

For any medical claims over R5,000 you must get our approval before you incur the costs. If you do not get this approval, your *benefit* will be limited to R5,000.

Contact information for approval is: +1 416 645 4684 (reverse call charges accepted).

# 5. Benefit plans and age limits

Your travel insurance certificate shows the benefit plan you qualified for when you bought your return public transport carrier ticket(s) with your Investec card. Our benefit plans and age limits are as follows:

Name of benefit plan	Age limits that apply	
Corporate complimentary benefit plan	Up to and including 79 years	
Premium benefit plan	Up to and including 79 years	
Local benefit plan	Up to and including 79 years	
Inbound benefit plan	Up to and including 79 years	
Senior benefit plan	80 up to and including 85 years	
Exclusive Senior benefit plan	86 up to and including 89 years	
Frequent Flyer benefits	Up to and including 79 years	

# C. Important contact information and telephone numbers

# 1. For emergency medical and related claims

Our emergency medical services are available 24 hours a day, 7 days a week. It is important that you contact us as soon as possible when you need assistance. Bryte Travel Assist can be contacted at:

Tel: +1 416 645 4684 (reverse call charges accepted)

How to make a reverse call for emergency medical and related claims:

- 1.1 Dial the international operator for the country you are in.
- 1.2 Ask to be connected to Bryte Travel Assist on +1 416 645 4684.
- 1.3 Bryte Travel Assist will accept the call charges.
- 1.4 You will be connected to Bryte Travel Assist directly for assistance with your medical emergency.

Please note that you will be charged for the call if you contact Bryte Travel Assist directly.

Please remember to dial the International Direct Dialing Number of the country that you are in, followed by: 1 416 645 4684

Email: assistance@wtp.ca

## 2. Non-medical claims and medical claims for out of hospital treatment

For all non-medical claims (for example, claims for *baggage* or cutting the *insured journey* short) and for medical claims for out of *hospital* treatment, you can contact us up to 30 days after you have returned to South Africa at:

Bryte Travel Insurance PO Box 61489 Marshalltown 2107

Tel: 0860 22 44 88

Email: investectravel@brytesa.com

Our claims department is open Monday to Friday between 08:00 and 16:30 (South African time).

# 3. For sales and benefit plan enquiries

For sales and benefit plan enquiries, please contact:

Bryte Travel Insurance PO Box 61489 Marshalltown 2107

Tel: 0860 22 44 88

Email: investectravel@brytesa.com

# 4. If you have any complaints

We do everything we can to make sure that you get a high standard of service. If you have any cause for complaint, please refer to the document attached to the back of your policy called: **Your right to know: Information about your short-term insurance. It gives you details of who to contact and how to lodge your complaint.** 

# D. Guidelines to interpretation and definitions

# 1. Guidelines to interpretation

# Singular and plural

Words in the singular include the plural. Words in the plural include the singular.

#### **Headings**

Headings are aids to reading and understanding and are not terms in themselves.

# **Examples**

Examples are aids to understanding the terms and conditions. They are not terms or conditions in themselves. The terms or conditions do not apply only to the situations and facts given in the examples or to similar situations and facts.

# **Including**

The word 'including' must be interpreted as not limiting the number or type of items that follows the word.

# Legal responsibility

A legal responsibility is a duty imposed on someone to do something, whether imposed by the law or created by agreement.

#### Reference to laws

When there is reference to a law or to a section of a law, we mean that law or section of that law as amended, repealed or replaced.

#### 2. Definitions

In your policy, the words in the left-hand column of the table below have the meanings given in the right-hand column. These definitions apply to the whole policy. There are also extra definitions for each specific section. Words that are defined in the policy are in italics, except for the words 'you' and 'we'.

Accident	An event that is sudden and unexpected, that is caused by external and visible means at a time and place that can be identified, and that results in <i>injury</i> or death.	
Benefit	The amount we pay for an event or item we insure.	
Benefit limit	The most we pay out for the events and items we insure. This amount is shown on the schedule of benefits on your travel insurance certificate.	
Business	Your work, trade, profession, career or occupation.	
Business associate	Your business partner, director or employee or consultant.	
Child	Any biological, adopted, step or surrogate <i>child</i> or a <i>child</i> who you are the legal guardian of who meets all of the following criteria:	
	<ul> <li>Is up to the age of 18 years or up to the age of 24 years inclusive if they are full-time students at an accredited educational institution;</li> </ul>	
	Is financially dependent on you for maintenance and support;	
	Is not in full-time employment;	
	Is not married;	
	Is not pregnant or a parent at the time of an insured event.	

Complimentary benefits	Automatic cover you receive when you buy your <i>public transport</i> carrier ticket with your Investec Corporate credit card.
Date of loss	The date that a claim or loss comes into existence. The date of loss depends on the nature of the insured event:
	For illness, the date you became aware of your illness or the date your illness was first diagnosed, whichever happens first;
	For injury, the date that the accident happened;
	• For all other claims, the date that the insured event happened.
Excess	The amount you must pay towards your claim. If an excess applies it will be shown on the travel insurance certificate.
Family	Your <i>spouse</i> , parents, parents-in-law, grandparents, step-parents, children, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law, daughters-in-law, sons-in-law, fiancés, half-brothers, half-sisters, aunts, uncles, nieces and nephews.
Hazardous activity	A sport or sporting activities that introduces or increases the possibility of <i>injury</i> or death.
Illness	Any unexpected sickness that you contract during the insured journey and that requires a consultation with a medical practitioner.
Injury	Bodily <i>injury</i> caused by an <i>accident</i> directly and independently of all other causes.
In-patient	An insured traveller who has been admitted to hospital for medical treatment for injury or illness that in a medical practitioner's opinion requires hospital admission.
Insured event	An event that we insure you for under this policy as set out in your travel insurance certificate.
Insured journey	An international journey which includes your return journey.
Insured traveller	Any person insured under this policy who qualifies for complimentary benefits or who is named on the travel insurance certificate.
International journey	Travel from your home or work (whichever you leave later) to your international destination, and return to your home or work (whichever you arrive at earlier).
Medical expenses	All reasonable and expected costs incurred by the insured traveller for injury or illness on an insured journey resulting in medical treatment prescribed or performed by a medical practitioner.
Medical practitioner	A person registered with a current, legal license to practice medicine, optometry, dentistry, or veterinarian but excludes you and any members of your immediate <i>family</i> .
Medical treatment	A medical practitioner's medical advice, treatment, surgery, diagnosis, consultations and prescribed medication.
Optional additional benefits	Optional additional benefits are benefits that can be bought that will supplement the complimentary benefits.
Other insurance	Any insured event or claim covered, paid or payable for the whole or any part of your insured journey under any other policy you may have such as automatic credit card insurance, medical aid scheme, medical cover, other insurance or statutory insurance.

Period of insurance	The period of insurance for complimentary benefits will start on the start date of your insured journey. The maximum period of insurance is 90 days. Both the start and the end date are included in the period of insurance.	
Permanent total disability	A permanent medical condition that is likely to continue for the remainder of your life, as certified by a <i>medical practitioner</i> , and that prevents you from conducting any <i>business</i> .	
Public transport carrier	Any scheduled or chartered land, water or air conveyance that you are travelling in as a fare-paying passenger and that meets both of the following criteria:	
	It is legally licensed to carry fare-paying passengers;	
	It operates commercially and complies with the laws and regulations that apply in the country it operates.	
	Public transport carrier excludes minibuses, non-standard motor vehicles and non-pressurised single engine piston aircraft.	
Schedule of benefits	A part of your travel insurance certificate that sets out the benefits and benefit limits you qualify for. It shows the most we pay out for claims and the excesses that apply to those claims.	
Spouse or life partner	A person who is any of the following:	
	Recognised by South African law as your husband or wife by marriage;	
	A civil partner by civil union;	
	Fiancé;	
	Any person you have lived together with as a couple for more than six consecutive months.	
	This policy insures one spouse or life partner only.	
Total limit of all claims	This is the maximum amount that we will pay for <i>complimentary</i> benefits.	
Travel companion	A person who is also insured under a Bryte Travel Policy who is travelling with you or who has arranged to travel to the same destination on the same date and on the same public transport carrier.	
Travel insurance certificate	A document that is part of this policy that sets out your details, details of the <i>insured journey</i> and the <i>schedule of benefits</i> .	
Travel supplier	Any one or more of the following licensed operators in South Africa:	
	A scheduled airline, exiting South Africa including all connecting and onward flights forming part of the insured journey (this excludes chartered airlines);	
	A cruise line;	
	A rail or coach operator;	
	A car rental company;	
	A hotel booked before you start your insured journey.	
Travel ticket	A document or electronic record, issued to or for a traveller by or on behalf of a <i>public transport carrier</i> , that confirms that you are entitled to a seat on the <i>public transport carrier</i> .	

Travel wholesaler	An intermediary between a travel supplier and a consumer. A travel wholesaler puts together the services of public transport carriers, ground service suppliers and other travel needs into a tour package which is sold through retail travel agents to the public. A travel wholesaler develops, prepares, markets and reserves inclusive tours and individual travel packages.
War	A conflict carried on by force as between nations or military forces or between parties within a nation whether declared or not.
Warrant	Guarantee facts or conditions that we can rely on as true.

# E. General terms and conditions

These general terms and conditions apply to the whole policy. There are also extra terms and conditions for each specific section. You must comply with both the general and the specific terms and conditions of your policy.

# 1. Information you must give us

#### You must give relevant, true and complete information

- 1.1 You must give us relevant, complete and true information about yourself and *insured travellers* when you buy this policy and when you claim.
- 1.2 Relevant information is any information that:
  - 1.2.1 A reasonable person would consider is important to give to an insurance company;
  - 1.2.2 Might impact on your policy or any claims.

Examples of relevant information are age, health conditions, taking part in *hazardous* activities. These are examples only and not a full list of what relevant information is. If you are in doubt, rather tell us.

1.3 The information can be given to us by phone, email, letter, or in person. We have the right to treat all information contained in your *travel insurance certificate* as being true and complete. If you authorise anyone else to contact us, you must make sure that we get information that is relevant, complete and true.

# Tell us about any changes to the information you give us

1.4 You must tell us immediately that there are changes to any information we have on record for you and *insured travellers*.

# Our rights if you do not comply

- 1.5 If you do not give us relevant, complete and true information, or if you do not immediately let us know of any changes, we have the right to do any one or more of the following:
  - 1.5.1 Change certain terms and conditions of your policy;
  - 1.5.2 Cancel your policy or any section of your policy from any date we choose;
  - 1.5.3 Treat your policy as if it had never started;
  - 1.5.4 Not pay your claim;
  - 1.5.5 Recover any amounts we have paid for previous claims on this policy if those claims were based on incomplete or false information that you gave us.

# 2. You give us your consent to share your information

2.1 When you qualify for travel insurance from us, you give us your consent to share information about you. We only do so in line with the Bryte privacy policy which is available on our website www.brytesa.com. We can also email, fax or post it to you on request.

We use your information for the following purposes only:

- 2.1.1 To manage your policy;
- 2.1.2 To improve our services to you and other customers (through research and analysis of your information);
- 2.1.3 To protect our interests;
- 2.1.4 To prevent and detect fraud, money laundering and other crime;
- 2.1.5 To meet our obligations to any regulatory authority.

- 2.2 By applying for insurance with us and at any time during and after the *period of insurance*, you agree that we have the right to share personal information about you with any legitimate sources. You *warrant* that you have received permission from every *insured traveller*, including minor children, that we may share their personal information.
- 2.3 We undertake to only share your personal information with legitimate sources for the purposes of this insurance contract. Examples of legitimate sources are other insurers, financial institutions, medical institutions and crime bureaus.
- 2.4 We have the right to share your personal information at any time if there is a legal requirement to do so.

#### 3. When insurance starts and ends

- 3.1 The period of insurance for complimentary benefits starts on the day of your insured journey. The maximum period of insurance is 90 days.
- 3.2 Your insurance ends on the earliest of the following dates:
  - 3.2.1 The end date stated on the travel insurance certificate;
  - 3.2.2 The date you complete your insured journey;
  - 3.2.3 The date your policy is cancelled by you or us.

# Extending your policy (for all sections)

- 3.3 You can ask us to extend this policy by applying for an extension. You must apply for an extension at least one *business* day before the end date of the policy. We can change any terms and conditions, including premiums, *benefit limits* and exclusions of this policy at the time of the extension. The policy cannot be extended beyond 90 days.
- 3.4 If you cannot return to South Africa on the end date stated in your travel insurance certificate or after 90 days, whichever occurs first, because of an insured event under Section 1:

  Emergency medical and related expenses and your policy ends, we automatically extend it. We will extend the period of insurance until you are medically fit to return to South Africa for up to one year after the insured event occurred. A medical practitioner we appoint will decide when you are medically fit to return.

# Cancelling your policy

3.5 We may cancel this policy by written notice at any time before the start date shown on the travel insurance certificate.

# 4. Paying premiums

# 4.1 Complimentary benefits

- 4.1.1 Complimentary benefits are subject to you buying your return public transport carrier ticket with your Investec Corporate credit card. Your card must be used at the point of sale or you can pay for it by using the credit card online facility.
- 4.1.2 Travellers travelling on the same insured journey will share cover.
- 4.1.3 You do not qualify for *complimentary benefits* if you did not use your Investec Corporate credit card to pay for your return *public transport carrier* ticket. You may however buy the *optional additional benefits* by paying with your Investec Corporate credit card.
- 4.1.4 You do not qualify for *complimentary benefits* for journeys into South Africa (inbound journeys). You can however buy the optional inbound *benefit* plan.

#### 5. Paying claims

- 5.1 We pay only for valid claims. We do not pay you more than the benefit limits.
- 5.2 We pay the *benefit* to you except where you claim for emergency medical and related expenses while on an *insured journey*. In this case, we pay the *benefit* to the provider of the *medical expenses*. After we have paid the *benefit* for a valid claim, we have no further legal responsibility to you or to anyone else.

- 5.3 We pay the *benefit* to you except when you claim for legal responsibility to a third party while on an *insured journey*. In this case we pay the *benefit* to the person who claims for legal responsibility to a third party. After we have paid the *benefit*, we have no further legal responsibility to you or anyone else.
- 5.4 We only pay the total limit of all claims for any one accident or series of accidents caused by one event for each travel party or family.
- 5.5 If we issue two or more travel policies for the same *insured journey* that apply to the same claim, then the most we pay is the highest *benefit limit* shown in one of the policies. We only pay under one policy.
- 5.6 When your children are travelling with you on the *complimentary benefits* on the same *insured journey* we only pay the *total limit of all claims* for you and your children. This applies to each *insured traveller* named on the *travel insurance certificate*. Where the Short Term Insurance Act (53 of 1998) places limits for insurance for a *child*, we only pay up to these limits.
- 5.7 For permanent total disability of a child, the most we pay is 20% of the benefit limit.
- 5.8 For death of a *child*, the most we pay is the lower amount of either:
  - 5.8.1 20% of the benefit limit; or
  - 5.8.2 The amount allowed by law at the date of loss.
- 5.9 You are responsible for any taxes on *benefit* payments.
- 5.10 We do not pay any interest on benefit limits.

# 6. If you have other insurance

This clause does not apply to Personal accident (Section 2).

- 6.1 The policy operates on a "first response basis" for emergency medical and related expenses.
  - This means that in a medical emergency we will assist you but any expenses incurred will be recovered from other insurance you might have in place. If any claim under this policy is covered by other insurance, this policy will be deemed to be in excess of your other insurance and you will have to claim against your other insurance first. For example if an airline is responsible for all or some of your claim, you must claim against the airline first. We pay our proportion of the claim where we share legal responsibility with the airline. The amount we pay is the benefit limit less the amount the airline is responsible for.
- 6.2 When you claim on this policy, you must tell us about any other insurance you may have that insures you for the insured event. You must transfer to us all your rights to claim from those insurers. This transfer is known in law as subrogation. The subrogation must allow us to do all things necessary to claim against the other insurers, including bringing legal action against them if they do not pay their proportion of the claim.
- 6.3 If we have already paid the claim in full to you, your rights to claim from other insurers are automatically transferred to us. This means we can claim against those insurers in your name.
- 6.4 You must co-operate fully with us when we exercise our rights to claim against other insurers.

  This includes:
  - 6.4.1 Not doing anything that negatively affects or limits our rights;
  - 6.4.2 Giving us whatever information and documents we ask you for;
  - 6.4.3 Signing any document that we may give you for us to exercise our rights;
  - 6.4.4 Giving us permission to contact any of the other insurers about the claim and to contact any third parties that you may have a claim against;
  - 6.4.5 We reserve the right to confirm your other short term insurance.

# 7. Conducting legal and settlement proceedings in your name

We have the right to start or take over and conduct any legal proceedings and settlements in your name. (This is known in law as subrogation). We have the right to do so before or after we have paid a claim. You must do everything that we reasonably ask for to give effect to this right.

# 8. Public transport carrier tickets

We have the right to use your public transport carrier ticket to limit our expenses.

#### 9. Payments made in South African Rand

- 9.1 All benefits except for emergency medical and related expenses are paid in South Africa and in Rand (ZAR), even if the event happened outside South Africa. The exchange rate that we use is calculated on the date that you incur expenses in a foreign currency.
- 9.2 You must pay premiums and the excesses in South African Rand (ZAR).

# 10. The contract is agreed in South Africa

- 10.1 For an international journey, the insured journey must begin and end in South Africa.
- 10.2 You must be a legal resident in South Africa to qualify for the complimentary benefits.
- 10.3 The laws of South Africa govern this policy.
- 10.4 South African courts have the exclusive authority to hear matters arising from this policy. (This authority is known in law as jurisdiction).

# 11. Dividend points and airport tax on public transport carrier tickets

You qualify for complimentary benefits when you pay the full return public transport carrier ticket with:

- 11.1 Your Voyager miles or miles from a similar programme;
- 11.2 A combination of dividend points and your Investec Corporate credit card.

These miles must be redeemed from the dividend points you earned against your Investec Corporate credit card. This also applies when your Investec Corporate credit card is used to pay for the taxes on your *public transport carrier* ticket.

# F. Events and items we do not insure

These are general events and items we do not insure you for. They apply to the whole policy. Please also check the specific sections (1 – 18) for specific exclusions under those sections. (The numbering reflected in the policy wording is not in consecutive order. It reflects only the *benefits* for which you qualify).

# 1. Fraud and dishonesty

We do not pay for claims that are based on fraud or dishonesty. This includes any claims for events that you, or any person colluding with you, bring about deliberately so that you can make a claim. (Colluding means to act together with another person or people to achieve a dishonest or fraudulent outcome).

# 2. Breaking the law

We do not pay for claims arising from you deliberately breaking the law in the country you are travelling in.

# 3. Consequential loss

We do not pay for consequential loss. Consequential loss is loss or damage that is not directly caused by an *insured event*.

#### 4. Normal travel expenses

We do not pay for any expenses that you would normally spend on a journey.

# 5. Travelling other than as a fare-paying passenger

We do not pay you for claims if you are:

- 5.1 Travelling by air as part of an aircraft crew or travelling in a non-scheduled aircraft;
- 5.2 Travelling as a crew member on a ship;
- 5.3 Travelling illegally.

# 6. Emigration

We do not accept claims if the intention of the *insured journey* is to emigrate. We do, however, pay for emergency medical and related expenses for the first 31 days after you have arrived in your new country of residence. To receive payment, you must have bought a *benefit* plan that covers you for 31 days after your arrival in your new country of residence. We only pay for emergency medical and related expenses that your medical aid would have paid if the *insured event* happened to you in South Africa.

# 7. Medical and related expenses for treatment in South Africa

We do not pay for the medical and related expenses you incur in South Africa or your country of residence before the start date of the *insured journey*.

We do not pay for follow-up treatment in South Africa.

# 8. Medical conditions you had before insurance started

We do not insure any medical conditions you had before your travel insurance started. (These are called pre-existing medical conditions). A pre-existing medical condition includes any doctor's consultation or medical advice, treatment, including prescription medication you received from a *medical practitioner* for any chronic or recurring *illness* or *injury* during the year before the insurance under this policy started.

The Premium optional additional benefit plan includes cover for pre-existing medical conditions. For information on the optional additional benefit plan, please contact the Bryte Customer Care Centre on 0860 22 44 88 or email at investectravel@brytesa.com.

## 9. Travelling for the purpose of receiving medical treatment

We do not insure claims arising from or relating to any condition where you are travelling for the purpose of or getting *medical treatment* for, even when this is not the only reason for the *insured journey*.

# 10. Specific medical conditions

We do not pay for claims caused by or resulting from any of the following:

- 10.1 Travelling when you have been advised by a medical practitioner not to do so;
- 10.2 Travelling when you are unfit to do so;
- 10.3 Pregnancy and giving birth. However, we do insure unexpected medical complications and emergencies that take place in the first 26 weeks of the pregnancy;
- 10.4 Sexually transmitted diseases;
- 10.5 AIDS and HIV and any related illness or conditions, however you contracted them;
- 10.6 Mental or nervous disorders or *illness* such as psychiatric disorders, depression, anxiety, stress, personality disorders, mental retardation, autism, substance use disorders, psychosexual disorders, adjustment disorders, phobias or other mental disorders or *illness* determined by a qualified member of the South African Society of Psychiatry;
- 10.7 If you have received medical advice or treatment (including medication) for hypertension in the 12 months before the start of the *insured journey* unless you have bought the Premium benefit plan.

#### 11. Cardiac or cardio vascular or vascular or cerebro-vascular conditions

If you are 70 years or older, we do not pay for claims caused by or resulting from any cardiac or cardio vascular or vascular or cerebro-vascular *illness* or consequences or complications that can reasonably be related to these conditions.

# 12. Causing harm to yourself

We do not pay for claims arising from any of the following:

- 12.1 You committing or attempting to commit suicide;
- 12.2 You intentionally inflicting *injury* or harm on yourself;
- 12.3 You exposing yourself deliberately to danger (except in an attempt to save human life).

# 13. Under the influence of alcohol or drugs

We do not pay for claims arising from any of the following:

- 13.1 If you are under the influence of alcohol with more than the legal limit of alcohol in your blood or breath at the time of the *insured event*. The legal limit that applies is the legal limit of the country in which the *insured event* took place;
- 13.2 If you are under the influence of drugs or narcotics unless these were administered or prescribed by a *medical practitioner* and taken according to the directions of the *medical practitioner*;
- Abuse of anything that may influence your judgement or control including alcohol abuse, substance abuse, solvent abuse, or drug abuse.

#### 14. Two-wheeled motor vehicles

We do not pay for claims arising from you using a two-wheeled motor vehicle if at the time of the *insured event* any one or more of these conditions existed:

- 14.1 The person in control of the two-wheeled motor vehicle did not have a valid license for the vehicle;
- 14.2 You were not wearing a crash helmet;
- 14.3 You were taking part in a race or hazardous driving;
- 14.4 You were off-road.

# 14. Manual labour and professional sport

We do not pay for claims resulting directly or indirectly from the following:

#### 14.1 Manual labour

We do not pay for claims resulting directly or indirectly from your employment as a manual labourer. Manual labour involves physical work including the use, installation, assembly, maintenance or repair of electrical, mechanical or non-mechanical power tools and industrial machinery, equipment or tools. We exclude cover for construction work above 2 storeys or 3 metres, building sites, mines or any occupation involving heavy lifting.

# 14.2 Professional sports

We do not pay for claims resulting directly or indirectly from you taking part in any sport as a professional sports player.

A professional sports player is any person who receives a fee, endorsement, financial reward or gain as a result of you taking part in the sport.

# 16. Insolvency of travel supplier, travel wholesaler or airline

We do not pay for claims arising from the *insolvency* of the *travel supplier*, *travel wholesaler* or any other organisation involved in the *insured journey*.

# 17. Military, war and similar events

We do not pay for claims caused by or resulting from you being in active service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation.

We do not pay for claims caused by or resulting from war, invasion, act of foreign enemy, hostilities, rebellion, revolution, insurrection or military or usurped power. However, you are insured for seven days from the start of the hostilities if you did not expect or could not reasonably have known of these events abroad and do not actively take part in them.

#### 18. Nuclear material

We do not pay for claims resulting directly or indirectly from ionising, radiation, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel where your exposure could have reasonably been avoided. Combustion includes any self-sustaining process of nuclear fission.

# 19. Poisonous, biological or chemical materials

We do not pay for claims resulting directly or indirectly from the release, dispersal or application of pathogenic or poisonous biological or chemical materials where your exposure could have reasonably been avoided.

#### 20. Search and rescue costs

We do not pay for claims for search and rescue costs.

#### 21. Bryte Sanctions clause

We will not provide any cover, make any payments or provide any service or *benefit* to any *insured* traveller or other party that will violate any applicable trade or economic sanctions law or regulation.

# 22. Taking part in sports, hazardous activities or adventure sports

Complimentary travel insurance does not include cover for sports, *hazardous activities* or adventure sports.

The Premium optional additional benefit plan includes cover for sports, hazardous activities or adventure sports. For information on the optional additional benefit plan, please contact the Bryte Customer Care Centre on 0860 22 44 88 or email at investectravel@brytesa.com.

# G. How to claim

Before you claim, check these terms and conditions, the specific exclusions under each section, your *travel insurance* certificate, including the *schedule of benefits*, and any written changes to your policy to find out if you are insured. If you have a valid claim and you follow the proper process for claiming below, we will pay your claim. **The most we pay for any** *insured event* **is the** *benefit limit* **shown on the** *schedule* **of** *benefits***.** 

#### 1. Tell us about your claim

- 1.1 You must give us notice in writing:
  - 1.1.1 Within 90 days of an *accident* that might give rise to a claim under Section 2: Personal accident of this policy.
  - 1.1.2 Within 30 days of any other insured event.
- 1.2 We only pay a *benefit* for death if we receive a death certificate within 90 days of the *insured* event. We have the right to have a coroner or relevant *medical practitioner* examine the body. (This is known as a post-mortem examination or an autopsy.)

# 2. Fill in a claim form and give us proof

You can call Bryte Travel on 0860 22 44 88 to get a claim form faxed, posted or emailed to you.

You must, at your own cost, give us all proof that we ask for about the *insured event*. Please see the table on page 20 for the documents we need.

# 3. Undergo medical examinations

If we ask you to, you must go for medical examinations relating to your *injury* or *illness*. We pay for the medical examinations we ask you to attend. We own any medical report that results from the examination. It will be treated as our confidential information but you may ask for a copy at any time.

After an accident, you must visit a medical practitioner and undergo any treatment the medical practitioner considers necessary. You must undergo the medical treatment within a reasonable time. If you do not undergo the suggested treatment within a reasonable time, we have the right to refuse to pay for any treatments.

#### 4. Report crimes to the police

You must report all criminal events to the police in the country where the *insured event* occurred. You must give us a copy of the police report when we ask for it.

# 5. Do not admit legal responsibility to third parties

- 5.1 After an insured event:
  - 5.1.1 Do not tell any third party that you were at fault;
  - 5.1.2 Do not offer to settle or pay a third party's claim against you without our written consent:
  - 5.1.3 Do not make any promises of payment or *indemnity* to anyone else relating to the insured event.
- 5.2 If you do any of these, we have the right to reject your claim and any third party's claim. This is because, by doing any of these, you might open yourself up to claims against you. This could include claims or charges being brought against you by a third party or the police. By admitting legal responsibility, you could negatively affect our negotiations with third parties. You might not be responsible, even when you think you are, or you might have less legal responsibility than you believe.

# 6. Table showing proof we need for claims

A. Benefit section	B. Pr	roof we need
For all claims	1.	A completed claim form that you have signed;
	2.	Copy of your travel insurance certificate (where applicable);
	3.	Copy of your <i>public transport carrier</i> ticket (air ticket, train ticket, bus ticket, cruise ticket, etc.);
	4.	Copy of a cancelled cheque or a letter from your bank confirming your bank details;
	5.	Copy of all receipts and invoices you received from your travel agent or tour operator;
	6.	Copy of your Investec card bank statement reflecting the purchase of your <i>public transport carrier</i> ticket;
	7.	Proof of your other insurance.
Section 1:	1.	Comprehensive medical report from treating doctor (diagnosis);
Emergency medical and related expenses	2.	Report from your local medical officer stating what treatment was received 12 months before the start date of the policy;
SAPONIOGO	3.	Proof of costs incurred for medical expenses;
	4.	Detailed description of the event that led you to seek medical treatment;
	5.	Details of your medical aid (if any).
Section 2: Personal	1.	Medical reports;
accident	2.	Death certificate showing the cause of death (if the claim relates to accidental death);
	3.	Inquest and post-mortem reports when they become available (if the claim relates to accidental death);
	4.	Copy of police report if death is due to an <i>accident</i> . The police station and reference number if death being criminally investigated;
	5.	Blood alcohol results if the <i>insured traveller</i> was the driver in a motor vehicle <i>accident</i> .
Section 3: Bryte	1.	Copy of receipts for expenses incurred;
Travel Assist services	2.	In the case of death, a copy of the death certificate indicating the cause of death and all medical reports.
Section 8: Legal responsibility to	1.	Copy of any legal documents you receive, for example a lawyer's letter, a letter of demand, a summons;
third parties	2.	A written description of the insured event;
	3.	Any written settlement offer you may get.
Section 9: Hijack	1.	Copy of police or relevant authority report.

# 7. If we do not accept your claim

- 7.1 If we reject your claim, we will inform you in writing. You have the right to object to our decision. Your objection must be in writing and we must receive it within 90 days of the date of the rejection letter.
- 7.2 You may write to our Compliance Officer or the Short Term Insurance Ombudsman if you are not satisfied with the outcome of your claim.
- 7.3 If the matter is not resolved and you choose to start legal proceedings against us, you must do so within six months from the end of the 90-day period for the objection.

7.4 All time limits will be on hold while a rejected claim is being considered by your legal representative or by the Ombudsman.

# **Specific benefits of the policy**

Please note that the sections listed below only apply if they are listed in your *schedule of benefits* for the relevant *benefit* plan you bought.

# Section 1:

# Emergency medical and related expenses

# **Definitions for this section**

Emergency medical expenses  All reasonable expected costs that we alone decide are medically necessary illness or injury on an insured journey.  Hospital Any legally constituted establishment that operates according to the laws of
Hospital Any locally constituted establishment that operates according to the laws of
the country in which it is situated. It must meet all of the following criteria to recognised as a hospital:
It operates primarily for receiving, caring for and treating sick and injurpeople as in-patients;
2. It admits in-patients only under the supervision of a medical practition
3. It maintains organised facilities for the medical diagnosis and treatme sick and injured people and, where appropriate, provides on-site facilities for major surgery;
4. It provides full-time nursing services by or under the supervision of a of nurses;
5. It is not a day clinic, health hydro or nature clinic;
6. It is not a mental institution, an institution maintained primarily for the treatment of psychiatric diseases, or the psychiatric department of a hospital;
7. It is not a place for the treatment of chemical dependency or an establishment or a special unit of a <i>hospital</i> used primarily as a place treatment of drug addicts or alcoholics;
8. It is not a hospice, a frail care centre, a rest home or nursing, convalescent-assisted living or extended care facility.
Reasonable and expected medical expenses  The standard costs that are medically required for treatment, including the of supplies and medical services. We do not pay for costs that are more than either of the following:
The usual level of costs for similar treatment, supplies and medical services in the locality where the costs are incurred;
The costs for treatment that would have been charged if you did not h insurance.

# How we pay

If you have a valid claim, we pay only up to the *benefit limit*. If there is an *excess*, we will deduct the *excess* amount from the amount we pay to you. This applies to all the events and items we insure listed in the paragraphs that follow.

# What we insure

# 1.1 Emergency medical expenses

We pay for emergency medical expenses you incur because of illness or injury while travelling on an insured journey.

We also pay for reasonable additional accommodation if your trip is extended beyond your scheduled return date due to medical reasons.

# 1.3 Medical evacuation, transport to medical centres, return to South Africa

We pay emergency transport that you need if you suffer an *illness* or *injury*. We will do one or more of the following:

- 1. Transfer you to another location to get necessary medical treatment;
- 2. Return you to South Africa;
- Pay for the cost of the emergency transport service, including the necessary accompanying medical staff.

#### **Conditions**

- 1. We only pay if you have received our consent before you use the emergency transport.
- 2. We may decide where and how to move you depending on the medical advice you receive.
- 3. We may use your return ticket towards this emergency transport.

# **Specific conditions for Section 1**

- 1. You must obtain written consent from us before you incur expenses over R5,000. If you do not get this written consent, we do not pay more than R5,000.
- 2. We pay medical and related expenses until you are advised by a *medical practitioner* we appoint that you can return to South Africa. If the *medical practitioner* decides that you can return but you choose not to, you must pay all further medical and related expenses that you incur from that date. We have the right to use your original *travel tickets*. Any refund you would get from unused tickets belongs to us.
- 3. If you cannot return to South Africa on the end date stated on your travel insurance certificate because of an insured event under this section and your policy ends, we automatically extend it. We will extend the period of insurance until you are medically fit to return to South Africa for up to one year after the insured event occurred. A medical practitioner we appoint will decide when you are medically fit to return.

# **Specific exclusions for Section 1**

We do not pay for any medical expenses you incur for any of the following:

- 1. Any medication or treatment you started before the start date of the *insured journey*;
- 2. Diagnostic treatment not considered by a medical practitioner as immediately necessary;
- 3. Specialist medical treatment without a referral from a medical practitioner;
- 4. Any procedures relating to dental hygiene or oral hygiene;
- 5. Contraceptive devices, prosthetic devices, medical appliances or artificial aids;
- 6. Preventative treatment, including any vaccinations or immunisations;
- 7. Physiotherapy or chiropractic treatment of more than R1,000, unless you are admitted to a *hospital* as an *in-patient*;
- 8. A medical practitioner has advised you not to travel;
- 9. Treatment that you and your medical practitioner are aware may arise during the insured journey;
- 10. Cosmetic surgery;
- 11. A terminal prognosis with a life expectancy of less than 24 months diagnosed before you started the insured journey;
- 12. Cardiac or cardio vascular or vascular or cerebro-vascular *illness* or consequences or complications that, in the opinion of a *medical practitioner*, can reasonably be related to these conditions for persons aged 70 years or older;
- 13. Travelling for the purpose of receiving medical treatment;
- 14. Any medical expenses you incur in South Africa.

# Section 2:

# Personal accident

# **Definitions for this section**

There are no extra definitions for this section. Please refer to the definitions on pages 8 to 11.

# How we pay

If you have a valid claim, we pay only up to the *benefit limit*. If there is an *excess*, we will deduct the *excess* amount from the amount we pay to you. This applies to all the events and items we insure listed in the paragraphs that follow.

#### What we insure

## 2.1 Death and permanent total disability - excluding air travel

This benefit does not apply to the time that you are travelling in an aircraft. For air travel benefit see below 2.2 Death and permanent total disability – insurance for air travel only.

If you suffer an *injury* that results in death or permanent disability, we pay you a percentage of the *benefit limit* set out in the table at the end of this section.

If you disappear and after 12 months it is reasonable to believe that you may have died from an *injury*, we pay the death *benefit* to your beneficiary. Your beneficiary must give us a signed undertaking that the *benefit* will be refunded to us if you did not die or if you did not die from an *insured event*. A beneficiary is the person you choose to receive the *benefit* from us if you die.

# 2.2 Death and permanent total disability - insurance for air travel only

If you suffer an *injury* that results in death or permanent disability, we pay you a percentage of the *benefit limit* set out in the table at the end of this section.

This benefit applies if you suffer an injury on an insured journey while you are in, boarding or getting off the public transport carrier.

# **Specific conditions for Section 2**

- 1. If we accept a claim for *permanent total disability*, we pay the *benefit limit*. After we make a payment, your insurance under this Section 2: Personal accident comes to an end.
- 2. We only pay for *permanent total disability* if we receive proof from your *medical practitioner* that the disability will most likely continue for the rest of your life.
- 3. We do not pay more than 100% of the *benefit limit* when more than one *injury* arises from the same *accident*.
- 4. We pay the benefit limit for either:
  - 4.1 Death and permanent total disability excluding air travel; or
  - 4.2 Death and permanent total disability insurance for air travel only.
- 5. A medical practitioner must diagnose that the permanent total disability is permanent and confirm this in a report to us.
- 6. If you have an existing *illness*, weakness or other physical or mental disability and it is made worse by an *accident*, we will calculate the *benefit* by the degree the condition is made worse. We base our calculations on medical evidence.
- 7. If you have a medical condition that existed before this policy started and that medical condition is made worse by an *accident*, we calculate the *benefit* by the degree the medical condition is made worse. We base our calculations on medical evidence.

- 8. If the consequences of an *accident* are worse because of a medical condition that existed before this policy started, we calculate the *benefit* by considering the consequences the *accident* would have had if the medical condition did not exist. This does not apply if the medical condition came about because of an earlier *accident* you had for which a *benefit* has been or will be paid under this policy.
- 9. If you die of natural causes before your disability is confirmed by a *medical practitioner*, we pay what we would have had to pay for the total permanent disability according to specific condition 4.1 above. We do not pay the *benefit* that applies to death.
- 10. If a child dies we pay the lower amount of either:
  - 10.1 20% of the benefit limit; or
  - 10.2 The amount that is stated by law at the date of loss.
- 11. For permanent total disability of a child, the most we pay is 20% of the benefit limit. However, we do not pay any benefit for occupational disability of a child.

# **Specific exclusions for Section 2**

We do not pay any *benefit* under this Section 2: Personal accident for any *insured event* caused by any type of *illness* or bacterial infection. We do pay, however, if you get the *illness* or bacterial infection from blood poisoning or *medical treatment* resulting from an accidental cut or wound.

# Table of benefits for death and permanent disability

Insured event	Percentage of benefit limit that we pay
Category 1 – Death	100%
As a result of an <i>accident</i>	100%
As a direct result of exposure to the elements of nature as a direct result of an <i>accident</i>	100%
Disappearance where presumed dead	100%
Category 2 – Permanent total disability	100%
As a result of an accident	100%
As a direct result of exposure to the elements of nature as a direct result of an <i>accident</i>	100%
Category 3 – Permanent total disability	
Total, permanent and irrecoverable loss of hearing in both ears	100%
Total, permanent and irrecoverable loss of hearing in one ear	50%
Total, permanent and irrecoverable loss of sight in both eyes	100%
Total, permanent and irrecoverable loss of sight in one eye	50%
Total, permanent loss of both hands or feet	100%
Total, permanent loss of one hand or one foot	50%
Total, permanent loss of speech	100%
Total, permanent loss of four fingers and thumb of either hand	50%
Total permanent disabilities not otherwise provided for under the insured events under permanent disability	15%

# Section 3:

# **Bryte Travel Assist services**

# **Definitions for this section**

There are no extra definitions for this section. Please refer to the definitions under on pages 8 to 11.

# How we pay

If you have a valid claim, we pay only up to the *benefit limit*. If there is an *excess*, we will deduct the *excess* amount from the amount we pay to you. This applies to all the events and items we insure listed in the paragraphs that follow.

#### What we insure

#### 3.1 Assistance services

We offer you our 24-hour worldwide assistance services.

We arrange access to the following services:

- 1. Cash transfer advice. If you need money to pay for travel or accommodation because of theft, loss, *illness* or *injury*, we will advise you on the process you must follow to get money.
- Consular and embassy referral. Where possible, we will give you the details of the representative of the relevant consulate or embassy. For example, if you have lost your passport or travel documents.
- 3. Emergency travel and accommodation arrangements. Where possible, we will help you to arrange emergency alternative transportation and accommodation.
- 4. Sending urgent messages. We will help you to send urgent personal messages on your behalf or get messages to you if you experience travel delay or suffer from illness or injury.
- 5. Evacuation assistance. If there is a catastrophe or terrorist threat or attack, we will attempt to arrange emergency evacuations. This includes access to private and commercial aircrafts and extensive air transport systems. This is an assistance service. You must pay for the costs of the evacuations if they do not form part of an emergency medical claim.
- 6. Replacement of lost travel documents. Where possible, we will assist you in arranging emergency alternative travel documents;
- 7. 24-hour medical emergency telephone line. Bryte Travel Assist medical personnel including nurses and doctors are available 24 hours a day to provide medical advice and information.

# 3.2 Visit by a family member

If you suffer an *illness* or *injury* that results in you being admitted to *hospital* for more than five consecutive days, we pay up to the *benefit limit*, for the reasonable expenses of your *family* to travel to you and back with you to South Africa. This includes the necessary expenses for extra accommodation and travel, telephone costs, meals and beverages. We pay only if the *medical practitioner* attending to you advises that your *family* should be there with you.

# 3.3 Return of stranded children

Where possible, we change the existing tickets of your children if they are left stranded in any one or more of these circumstances:

- Your death on an insured journey;
- 2. Your return to South Africa by emergency medical transport;
- 3. Your admission to hospital as an in-patient.

If it is not possible to change your children's tickets, we arrange and pay for their transport back to South Africa. We also pay for a qualified escort if necessary.

#### **Conditions**

Your children must be named as insured travellers on this policy.

#### 3.4 Return of stranded travel companion

Where possible, we change the existing tickets of your *travel companion* if they are left stranded in any one or more of these circumstances:

- 1. Your death on an insured journey;
- 2. Your return to South Africa by emergency medical transport;
- 3. Your admission to hospital as an in-patient.

If it is not possible to change their tickets, we arrange and pay for their transport back to South Africa.

#### **Conditions**

Your travel companion must also have insurance under a Bryte travel policy.

#### 3.5 Substitute business colleague expenses

We refund you for the reasonable and necessary expenses to do any one of the following:

- 1. Send a substitute employee to complete an original *business* commitment if you cannot complete it because of your death, *injury* or *illness*;
- 2. Send a substitute employee to complete an original *business* commitment if you cannot complete it because you have to return to South Africa for a *family* member or *business* associate who has died or who is dying;
- 3. Send you back to complete an original *business* commitment if, within 90 days of your return to South Africa because of a claim under Section 1 and Section 1.3, you are well enough to travel again.

#### **Conditions**

- 1. We only pay for one of the options above.
- 2. We only pay if you are insured under the Business complimentary benefit plan.
- 3. We do not pay for any expenses you incurred before the insured event.
- We have the right to use your original ticket.

# 3.6 Legal assistance when you are abroad

If you are imprisoned or threatened with imprisonment while on an *insured journey*, we help you find a lawyer. We pay for the legal expenses you pay to the lawyer.

The lawyer you choose must be qualified to practice in the court of the country where the *insured event* happened. You must receive our consent in writing before you appoint that lawyer.

If an award or compensation is made to you or your lawyer, you must repay all amounts to us that we paid to you or your lawyer for that case.

We do not pay for any of the following:

- 1. Expenses you incur without our written consent before you incur them;
- 2. Expenses you incur in bringing a claim against us;
- 3. Expenses you incur in bringing a claim against a travel agent, tour operator or *public* transport carrier;
- 4. Expenses you incur as a result of actions between insured travellers;
- 5. Expenses you incur in bringing actions to obtain satisfaction of a judgement or a legally binding decision;
- 6. Expenses you incur for claims that were caused by a member of your household or *business* associate or employee;
- 7. Any criminal act you intentionally commit.

# **Conditions**

- 1. You must have been arrested, imprisoned or threatened with imprisonment while on the insured journey.
- 2. You must tell us as soon as possible of any incident that may give rise to a claim for legal expenses but in any event not later than 48 hours after the incident.

# 3.8 Burial, cremation or return of mortal remains

If you die on an *insured journey*, we pay for the reasonable cost for your burial or cremation in the country where the *insured event* occurred. Alternatively we pay the reasonable expenses to return your body, *baggage* and *personal belongings* to South Africa or your place of residence.

If you die on an *insured journey*, we pay for the coffin expenses when your body is returned to South Africa or your place of residence.

# **Specific conditions for Section 3**

You must get our confirmation before you incur any expenses under Section 3: Bryte Travel Assist services. For confirmation contact us on +1 416 645 4684 (reverse call charges accepted).

# Section 8:

# Legal responsibility to third parties

# **Definitions for this section**

-	An amount paid or promised for payment as compensation for a loss suffered by a third party.
	sufficiency a triffic party.

# How we pay

If you have a valid claim, we pay only up to the *benefit limit*. If there is an *excess*, we will deduct the *excess* amount from the amount we pay to you. This applies to all the events and items we insure listed in the paragraphs that follow.

# What we insure

- 8.1 We pay amounts that you become legally responsible to pay for because your actions have resulted in:
  - 1. The death of a third party;
  - 2. Injury of a third party;
  - 3. Loss of or damage to the property of a third party.

# **Specific conditions for Section 8**

- 1. You must not admit fault or legal responsibility to the third party or any other person without our consent in writing beforehand.
- 2. You must not make any offer, promise, payment or indemnity without our consent in writing beforehand.
- 3. You must give us written notice with full details of the event that may give rise to a claim within 30 days of the end date of an *insured journey*.
- 4. You must send us copies of every letter, legal demand, summons and other legal documents immediately after you receive them.
- 5. We may take over the defense and settlement of a claim in your name for our *benefit*. We alone may decide the best way to conduct proceedings and settlements of claims.
- 6. If you have already paid an amount to the third party with our consent, we will refund the amount you have paid. We pay the third party the balance of the claim, if any.

#### **Specific exclusions for Section 8**

We do not pay for your legal responsibility to a third party that arises from death, *injury* or loss as a result of your intentional acts. We do not pay for amounts that you become legally responsible to pay if that legal responsibility arises directly or indirectly from any of the following:

- 1. Injury to you or to any family member who ordinarily lives with you or a travel companion;
- 2. Injury to you or to your employees arising from your or their employment;
- 3. *Injury* or loss or damage to property arising out of your profession, *business* or trade, or from professional advice you have given;
- 4. Loss or damage to property owned or controlled by you or a *family* member or a *travel companion* who ordinarily lives with you;
- 5. Your ownership, possession or use of any caravan, mechanically propelled vehicle (other than golf carts and motorised wheelchairs), aircraft or other aerial device, hovercraft (other than hand-propelled or sailing craft in territorial waters);
- 6. Your ownership or possession of any animals;

- 7. Any contract unless your legal responsibility would have arisen if there were no contract;
- 8. Judgements that are not in the first instance either delivered by a court of competent jurisdiction in South Africa or in the country the event happened in;
- 9. Any claim for fines, penalties, punitive, aggravated or vindictive damages;
- 10. Your intentional or unlawful or criminal acts;
- 11. A legal responsibility insured by other insurance.

# Section 9: Hijack

# **Definitions for this section**

	Using force or the threat of force to take the unlawful control of the <i>public</i>	
	transport carrier that you are travelling in or on.	

# How we pay

If you have a valid claim, we pay only up to the *benefit limit*. If there is an *excess*, we will deduct the *excess* amount from the amount we pay to you. This applies to all the events and items we insure listed in the paragraphs that follow.

# What we insure

# 9.1 Hijack of a public transport carrier.

We pay if the public transport carrier you are travelling in is hijacked and you are held hostage.

# **Specific condition for Section 9**

You must send us a detailed, sworn statement of loss as soon as possible after the *insured event*. You must co-operate with us in all matters relating to this insurance.

# **Specific exclusions for Section 9**

We do not pay for loss caused directly or indirectly from:

- 1. Any demand for ransom money;
- 2. Actual loss of or damage to property of any description, including intellectual property, as a result of an insured event;
- 3. An insured event that takes place in the following countries or regions:
  - 3.1 Angola, Brazil, Colombia, Mexico, Nigeria, Philippines, Somalia and Venezuela;
  - 3.2 Any country where the British Foreign and Commonwealth Office or South African Department of Foreign Affairs has issued a travel warning;
  - 3.3 Any country in which the United Nations armed forces are present and active.
- 4. Your failure to evacuate from the country you are travelling in within 10 days after an advisory against travel to that country has been issued.

# Your right to know:

# Information about your short-term insurance

This document forms part of your insurance policy with us and it contains information that you have the right to know.

#### 1. Your insurer

Name, physical address, postal address and telephone number:

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Name:	Bryte Insurance Company Limited	
Physical address:	15 Marshall Street, Ferreirasdorp, Johannesburg, 2001	
Postal address:	PO Box 61489, Marshalltown, 2107	
Telephone number:	011 370 9111	
Fax number:	011 370 9910	
Financial Services Provider license number:	17703	
Website:	www.brytesa.com	

# 2. Written mandate to agents to act on behalf of insurer

We confirm that we have given authority to the agent (including any travel agents) to represent us and to accept business and issue policies on our behalf. You can contact your agent for more details.

# 3. Details of your financial services provider compliance officer

Compliance officer:	The Compliance Officer
Physical address:	15 Marshall Street, Ferreirasdorp, Johannesburg,2001
Postal address:	PO Box 61489, Marshalltown, 2107

#### 4. Details of how to claim

If you have a claim, please do the following:

- 4.1 Tell us by contacting our claims department at the above address or by telephone on 0860 22 44 88.
- 4.2 We will give you a claim form by hand, email, fax or postal address according to your instruction.
- 4.3 Complete the claim form and return it to us at the above address or email it to investectravel@brytesa.com
- 4.4 We will then attend to your claim and let you know the outcome.
- 4.5 If you have any problems, please contact our claims department and someone will help you.

5.	Comp	laints
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If you have a query about this policy or you are in any way unhappy with the service that you have received, please contact:

Genera	l compl	laints
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Claims complaints		
Website:	www.brytesa.com	
E-mail address:	nonclaimscomplaints@brytesa.com	
Telephone number:	0800 12 11 74	

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Telephone number:	0800 12 11 74
E-mail address:	claims.complaints@brytesa.com
Website:	www.brytesa.com

# 6. Details of the Short-Term Insurance Ombudsman

If you are not satisfied with how we have dealt with your complaint, you may contact:

Name:	The Ombudsman for Short Term Insurance	
Physical address:	Sunnyside Office Park, 5th Floor, Building D, 32 Princess of Wales Terrace, Parktown, Johannesburg	
Postal address:	PO Box 32334, Braamfontein, 2017	
Telephone number:	086 066 2837 / 011 726 8900	
Fax number:	011 726 5501	
Email:	info@osti.co.za	
Website:	www.osti.co.za	

# 7. Details of the FAIS Ombud

If you have a FAIS complaint, you may contact:

	<u> </u>
Name:	The FAIS Ombud
Physical address:	Eastwood Office Park, Boabab House, Ground Floor, Lynnwood Ridge, 0081
Postal address:	PO Box 74571, Lynnwood Ridge, 0040
Telephone number:	012 470 9080
Fax number:	012 348 3447
Email:	info@faisombud.co.za
Website:	www.faisombud.co.za

(This document is called a Disclosure Notice in terms of Financial Advisory Intermediary Services Act No 37, 2002 "FAIS")

Claims and customer service contact			
Contact centre	Description	Email address	Contact details
Bryte Travel Assist 24/7	For emergency medical and related assistance	assistance@wtp.ca	Tel: +1 416 6454684 (reverse call/call collect)
Bryte Travel Claims Call Centre	For all medical outpatient and non-medical related claims	investectravel@brytesa.com	Tel: 0860 22 44 88 Fax: 0860 004 242
Bryte Travel Customer Care Centre	For customer service and advice	investectravel@brytesa.com	Tel: 0860 22 44 88 Fax: 0860 00 4240



# Contact

# Registered Address

15 Marshall Street, Ferreirasdorp, Johannesburg, 2001, South Africa

**T** +27 (0) 11 370 9111 www.brytesa.com

Postal Address PO Box 61489, Marshalltown, 2107

# **Bryte Insurance Company Limited**

A Fairfax Company