

## **REGENT INSURANCE TRAVEL POLICY**

### **MASTER POLICY Transmed International Extension Program**

Regent Insurance Company (Pty) LTD. underwrites this policy.

Regent House  
146 Boeing Road East, Elma Park, Edenvale  
Tel: (011) 879 5035, Fax: (011) 574 2935

#### **CONDITION PRECEDENT**

It is noted that a certificate is issued to the Insured and that the certificate together with this policy are one document and the following terms, definitions, conditions, exclusions and benefits apply. It is important that You read and understand it.

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**STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS  
IMPORTANT – PLEASE READ CAREFULLY  
DISCLOSURE AND OTHER LEGAL REQUIREMENTS**

(This notice does not form part of the Insurance Contract or any other document)

**As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:**

**1. Details of your Intermediary-**

- (a) Name, physical address and postal address and telephone number
- (b) Legal status and any interest in the insurer
- (c) Whether or not in possession of professional indemnity insurance
- (d) Fees and commission are payable as on schedule
- (e) Written mandate to act on behalf of Insurer

**DETAILS OF YOUR INTERMEDIARY**

Your insurance adviser should have provided this information to you when you were provided with a quotation or took out the policy. If your adviser has not done so after you have requested it, please contact Regent Insurance Company who will assist in obtaining it.

**2. About your Insurer-**

- (a) Regent Insurance Company Ltd. Registered Head Office is at 146 Boeing Road East, Elma Park, Edenvale, P.O. Box 674, Edenvale 1610, Telephone (011) 879-0400, Fax (011) 453-9533. The branch, which holds your policy, appears on the policy schedule.
- (b) The Compliance Officer is contactable at (011) 879-0400
- (c) Complaints should be written or telefaxed to the Compliance Officer at the address in 2 (a) above
- (d) The premium and all accompanying charges are detailed on your policy schedule. The type of policy is described on the document attached.
- (e) Method of payment-  
Monthly- premiums to be paid by debit order on 1<sup>st</sup> working day of each month.  
Annual- premium to be paid prior to the Annual Anniversary date of the policy. This date is reflected on your policy schedule.
- (f) Consequence of Non – Payment- You must pay the premium by the due date. Where such premium is by way of debit order the onus will be on you to ensure that the monthly premium is met by the financial institution and if you fail to pay any monthly premium or annual premium within 15 days of due date no claim shall be payable to you and cover will be cancelled.

**3. Other matters of importance-**

- (a) You must be informed in the event of any material changes to the information referred to in paragraphs 1 and 2
- (b) If the information in paragraphs 1 and 2 was given orally, it must be confirmed to you in writing within 30 days
- (c) If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term Insurance whose address appears at the foot of this notice.
- (d) A Polygraph or lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim
- (e) If premium is paid by debit order:
  - i) It may only be in favour of one company and may not be transferred without your approval; and
  - ii) Your insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order
- (f) Your insurer and not the intermediary must give you reasons in writing in the event of a claim being repudiated
- (g) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you
- (h) You are entitled to a copy of the policy free of charge

**4. How to institute a claim –**

- (a) Complete the appropriate claim form (available from your intermediary or a Regent Insurance office) and forward to your Insurer or Intermediary
- (b) The incident giving rise to the claim must be notified to a police station within 24 hours and lodged in writing with your Insurer within 30 days of occurrence
- (c) The office of the Insurer is the branch / address specifically marked on the attached schedule
- (d) Do not admit liability or negotiate with any person. Have your vehicle towed to a safe place
- (e) Note down the names and addresses of any witnesses
- (f) If you receive a summons or notice of impending legal action notify your Insurer immediately and forward any documentation to your Insurer
- (g) Do not give any instruction to repair unless your Insurer has approved it

**5. Warning-**

- Do not sign any blank or partially completed application forms
- Complete all forms in ink
- Keep all documents handed to you
- Make note as to what is said to you
- Don't be pressurised to buy the product
- Study the policy with care immediately it is received. If you have any uncertainties, discuss these with your insurer or intermediary
- Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance

**6. Particulars of: -**

6.1

SHORT-TERM INSURANCE	FINANCIAL SERVICES BOARD
OMBUDSMAN	P.O. Box 35655
P.O. Box 30619	MENLO PARK
Braamfontein, 2017	TEL: (012) 428-8000
TEL: (011) 726-8900	FAX: (012) 347-0221
FAX: (011) 726-5501	

## **GENERAL CONDITIONS APPLYING TO ALL SECTIONS**

1. **Age Limits**
  - a) 85 years inclusive
2. **Automatic Extension**

The period of insurance shall automatically be extended due to the occurrence of an event, giving rise to a legitimate claim under Emergency Medical and Related Expenses occurring after commencement of the Insured Journey.
3. **Cancellation**
4. **a) This policy is valid for one calendar year from date of signature, after which either party may cancel giving 30 days' written notice.**
5. **Contribution Clause**

If any claim under this policy (apart from a claim in terms of Section 2) is covered by any other policy, policies or insurance, the company will not pay more than the equitable share of the claim up to the Limit of Liability specified.
6. **Currency**

If expenses are incurred in a foreign currency, then the rate of exchange used to calculate the amount payable will be the rate at the time of incurring the expense. In all cases the monetary limits shown in the policy are deemed to be South African Rand.
7. **Endorsements**

This Policy may be extended, amended or altered by Us issuing an endorsement, provided that the application is made in writing to Us prior to the expiry of the policy and there are neither existing nor initiated claims on the existing Policy.
8. **Legal Action**

Legal action may only be commenced by You or on Your behalf once 90 days have expired after You have fulfilled Your Claims Conditions. No benefit will be payable if legal proceedings are not commenced within 90 days of any disclaimer of liability by Us.
9. **Liability**

We shall not be liable for the negligence, wrongful acts and/or omissions of any legal and/or health care professional or any other person or persons or legal entity who provide direct or indirect service to You.
10. **Misrepresentation**

This policy will become void should the Insured misrepresent, or not disclose any relevant information or attempt is made to defraud.
11. **Marketing**

The Terms, Conditions, Endorsements, Terminations and Exclusions in the Master Policy will govern all cases, should any discrepancies arise between the Policy and any other literature.
12. **Observance**

Observance of the policy conditions insofar as they relate to anything to be done by the Insured shall be a condition precedent to any liability of the company to offer any settlement.
13. **Other Products and Services**

We will accept no liability from any of the insurance or other financial products, which are sold in conjunction with this Policy and underwritten by any other insurance company.
14. **Public Conveyance Tickets**

We have the right to utilise Your Public Conveyance ticket to offset Our expenses.
15. **South Africa**
  - a) The laws of South Africa govern this Policy and any dispute or action in connection therewith shall be conducted and determined in South Africa.
  - b) This insurance is only for residents of the Republic of South Africa.
16. **Claims**
  - a) Claims must be notified promptly and submitted no later than 30 days after return to Your Country of Residence. Claims must be supported with a signed policy, medical certificates, receipts and accounts (as required), police reports (as required) and supporting documentation and a completed claim form. Costs incurred for any required documentation will be for Your account.
  - b) All claims other than Medical Expenses are only payable in the Republic of South Africa on Your return to Your Country of Residence.
  - c) This policy excludes all persons to whom a terminal prognosis has been given.

- d) We shall have the right to access any of Your prior medical records in order to finalise and/or proceed with the assessment of a claim and/or render medical assistance.
- e) Claims occurring during each 12-month period of this Policy attributable to the same cause shall be treated as an event arising at the time of occurrence of the first of such claims. If the claim is for bodily injury and such bodily injury is not immediately apparent the Event shall be deemed to have occurred at the time when the injured person first consulted a medical practitioner for the symptoms of the bodily injury even though the casual connection may be discovered at a later stage.

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

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

1. Any criminal or intentional illegal act committed by You.
2. Chronic fatigue syndrome or myalgia.
3. Any Pre-existing medical condition.
4. Your willful or deliberate exposure to danger, except in an attempt to save human life.
5. Non-adherence to medical advice.
6. Being under the influence of alcohol, drugs or narcotics unless a medical practitioner administered/prescribed such drugs or narcotics.
7. Manual work in connection with a trade or business.
8. Any expenses incurred in connection with cardiac and/or cardio vascular and/or vascular and/or cerebro vascular illness and/or conditions nor for sequelae thereof that in the opinion of a medical practitioner appointed by Us, can reasonably be related to You having received treatment and/or advice for hypertension 6 months prior to the commencement of the Insured Journey.
9. Expenses incurred in connection with cardiac and/or cardio vascular and/or vascular and/or cerebro vascular illness and/or conditions nor for sequelae thereof or complications related thereto for persons 66 years and older.
10. Any loss arising out of any Terrorist Act.
11. Your willful exposure to or active participation in War, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, civil commotion, Civil War, rebellion, revolution, insurrection, military or usurped power or in connection with any organization with activities towards the overthrow by force of any Government (whether legal or not).
12. Engaging in occupational activities underground or requiring the use of explosives.
13. This policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:
  - (i) Ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
  - (ii) Nuclear material, nuclear fission or fusion, nuclear radiation;
  - (iii) Nuclear explosives or any nuclear weapon;
  - (iv) Nuclear waste in whatever form;

Regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

14. The dispersal or application of pathogenic or poisonous biological or chemical materials.
15. Being in the service of any military or police force, or militia or paramilitary organization.
16. Flying or air travel of any kind except:
  - a. On a flight arranged by Regent Travel Assist.
  - b. Flying as a passenger in a fully licensed passenger carrying aircraft (but not as a member of the crew).
17. Suicide or attempted suicide, intentional self inflicted injury, mental disturbance or disorders, insanity, psychiatric, psychological, emotional or nervous conditions.
18. Sexually transmitted diseases including AIDS and/or HIV infection.
19. Pregnancy or childbirth, except for an unexpected medical complication or emergency occurring after the 12<sup>th</sup> week, and before the 26<sup>th</sup> week of pregnancy.
20. The failure of any agent or broker to explain the Terms, Conditions, Endorsements, Terminations and Exclusions of this policy.
21. Any hazardous pursuits, sports or activities.
22. Participating in any professional sport, or any organized bodily contact sport, or representing Your country.
23. Motor cycling where the engine capacity exceeds 200cc.

24. Steeple chasing, polo or horseback riding and hunting.
25. Bungee jumping, abseiling, white water rafting and hiking – unless accompanied by a recognized guide or on a clearly marked route.
26. Hangliding, skydiving and parachuting.
27. Potholing and mountaineering using ropes or guides.
28. Scuba diving – unless licensed or accompanied by a qualified instructor.
29. You or the driver of the vehicle/motor cycle not being in possession of a valid/legal license.
30. Any person exceeding the Age Limit.
31. Travel in any single engine aircraft.
32. Travel in any helicopter unless when utilised as a connecting flight by a scheduled airline.
33. Any excess amount as stated in the Schedule of Benefits.
34. Local cover excludes Illness.
35. If your occupation is one of a journalist.
36. Financial collapse of Airlines, travel Agents, Tour Operators, Accommodation Providing Organisations, or other default of the Service Provider.

## **SECTION 1 – MEDICAL EXPENSES**

### **1A) MEDICAL EXPENSES**

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

The reasonable costs incurred in a medical emergency for Illness or Injury on an International Journey up to the Limit of Liability as specified in the Schedule of Benefits. Included are doctor's fees, hospital expenses, medical and surgical treatment given or prescribed by a registered medical practitioner. You will be responsible for the first R1, 000 incurred as an outpatient for each and every claim.

### **1B) RELATED EXPENSES**

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

#### **OPTICAL EXPENSES**

Where optical treatment is required as a result of an Illness, We will pay for emergency optical treatment provided by a registered medical practitioner or optician up to R2, 000. Where optical treatment is required as a result of an Injury, these expenses will form part of the Limit of Liability under Medical Expenses. You will be responsible for the first R500 incurred as an outpatient, for each and every claim.

#### **DENTAL EXPENSES**

Where dental treatment, to sound natural teeth, is required as a result of an Illness, We will pay for emergency dental treatment provided by a registered medical practitioner or dentist up to R2, 000. Where dental treatment, to sound natural teeth, is required as a result of an injury, these expenses will form part of the Limit of Liability under Medical Expenses. You will be responsible for the first R500 incurred as an outpatient, for each and every claim.

### **1C) MEDICAL EVACUATION, REPATRIATION OR TRANSPORT TO MEDICAL CENTRE**

#### **WE WILL PAY FOR – MEDICAL EVACUATION:**

If you suffer an Illness or Injury, and medical facilities are not available locally, emergency evacuation under constant medical supervision will be arranged by whatever means necessary to the nearest facility capable of providing the required care, up to the Limit of Liability as specified in the Schedule of Benefits.

#### **WE WILL PAY FOR – REPATRIATION:**

The cost of the required service including the accompanying medical staff, if you suffer an Illness or injury that necessitates Your repatriation to Country of Residence.

#### **WE WILL PAY FOR – TRANSPORT TO MEDICAL CENTRE**

Emergency air, land or water transportation required for Evacuation, Repatriation or transport to a medical centre if you suffer an Illness or injury.

#### **SPECIFIC CONDITIONS:**

1. Regent Travel Assist must be contacted for prior authorisation, and Our written agreement obtained.
2. Repatriation, Evacuation and Transportation will be decided depending on the medical advice received.
3. We will use Your return ticket towards Our costs, for Repatriation.

### **SPECIFIC EXCLUSIONS IN ADDITION TO GENERAL EXCLUSIONS**

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

- a) All claims in excess of R2 000, where no prior written approval has been obtained from Regent Travel Assist. If not approved by Regent Travel Assist, Our liability will be limited to R2 000 for any one incident.
- b) Excess amount as stated in the Schedule of Benefits.
- c) Medical expenses recoverable by You from any other source, other than Transmed.
- d) Incurred when You are traveling against medical advice, or to seek medical attention or being unfit to travel.
- e) Routine optical treatments.
- f) Routine dental treatments.
- g) Fillings or crowns of precious metal.
- h) Any dental treatment caused by or related to the deterioration and/or decay of teeth.
- i) Specialist medical treatment without referral from a medical practitioner.
- j) Contraceptive devices, prosthetic devices and/or artificial aids.
- k) Incurred due to treatment that is not specified by a medical practitioner as immediately necessary.
- l) Medical expenses due to Terrorist activities.
- m) Should You be capable of being repatriated and elect not to return to the point of departure, all expenses incurred thereafter in respect of the occurrence will be for Your own account.

### **SECTION 2 – ASSISTANCE SERVICES**

ASSISTANCE SERVICES shall mean:

You are entitled to the worldwide services of Regent Travel Assist.

In the event of an emergency, You should call the Regent Travel Assist number.

A team of doctors, medical professionals and insurance specialists are available 24 hours a day for advice and assistance that You might encounter before or during Your Journey.

#### **2A) REPATRIATION OF MORTAL REMAINS**

WE WILL PAY FOR:

The reasonable costs of returning Your mortal remains to the Country of Residence or the reasonable funeral costs if the body is buried or cremated at the place of death. This expense will form part of the Limit of Liability under Medical Expenses.

#### **2B) COFFIN EXPENSES**

WE WILL PAY FOR:

The cost of the coffin when the body is repatriated to the Country of Residence. This expense will form part of the Limit of Liability under Medical Expenses.

### **DEFINITIONS**

For the purpose of this policy the following definitions apply:

**Accident:** A sudden unexpected event and which results in Injury.

**Accumulation Limit:** The maximum liability We will be responsible for under this policy in respect of any one Accident or series of Accidents arising from one source or cause during an Insured Journey.

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

**Area:** South Africa

**Country of Residence:** The country You are a citizen or permanent resident of.

**Effective Date of Coverage:**

- a) From the date of departure from the Area, on an International journey.

**Excess / Deductible:** The first amount, or period, of each and every loss payable by You as shown in the Schedule of Benefits.

**Injury:** A bodily injury or physical trauma resulting from an Accident.

**Illness:** Any fortuitous sickness, illness or disease originating, contracted, commencing or manifesting itself during an Insured Journey.

**Insured Journey:** When travelling in a direct and uninterrupted manner on an International Journey.

**International Journey:** Commencing when You pass through passport control from the Area and ends when you enter through passport control on arrival back in the Area.

**Manual Worker:** Unskilled, semi-skilled, and/or skilled labour involving working with the hands and/or operation of mechanical and/or non-mechanical machinery and/or equipment.

**Minor Children:** Children not in full-time employment and under 21 years of age.

**Policy:** This document embodying the contract of insurance and shall include any subsequent endorsements and amendments.

**Pre-existing Condition:** Any condition for which within 6 consecutive months prior to the Date of Departure You/Your Relatives/Business Associate/Minor Children or the person who is the cause of the claim:

- b) Have consulted a medical practitioner or specialist
- c) Received treatment or advice
- d) The manifestation of symptoms would have caused a reasonable person to seek advice.
- e) Are on the waiting list for medical treatment.
- f) Received a terminal prognosis.

The following conditions are examples, but are not limited to this definition:

- Chronic: Asthma
- Recurring: Gout, arthritis
- Continuing: Cancer
- Congenital: Spinal Bifida
- Predisposing: Knee injury

**Professional Sport:** Any sport for which You receive or earn in excess of 50% of Your income as a result of Your participation.

**Relative:** Your spouse, parent, parent-in-law, grandparent, step-parent, child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, aunt, uncle, niece or nephew.

**Regent Travel Assist:** Europ Assistance, the claims co-ordination company authorised by Us to assist in the management and control of claims incurred or likely to be incurred under this Policy. Telephone number: +27 11 359 5362.

**Sound Natural Teeth:** Exclude teeth with precious metals or any artificial fillings, including caps and crowns.

**Spouse:** Your spouse or common-law spouse (the person who has been residing with You for a period of not less than one year and who has publicly represented You as Your husband or wife). Only one spouse shall be eligible for cover under this Policy.

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

**Travel Companion:** The person that is sharing travel and accommodation arrangements with You.

**War and Civil War:** Any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following consequences, namely:

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, civil commotion, mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power.
- b) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any government de jure or de facto or to the influencing of it by terrorism or violence.
- c) Martial law or state of siege or any events or causes, which determine the proclamation, or maintenance of martial law or state of siege.

- d) Plundering, looting and pillaging in connection with riot and civil commotion.
- e) Confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- f) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (a), (b), (c) and (d).

**We/Our/Us/Insurer/The Company:** Regent Insurance Company Ltd.

**You/Your/Insured Person:** A member of the Transmed medical scheme, and the person nominated as the Policyholder under this Policy, and with respect to whom premium has been paid or has agreed to be paid.