

Travel Insurance

Chubb Insurance South Africa Limited Registration Number: 1973/008933/06
FSP Number: 27176

Ground Floor, The Bridle, Hunts End Office Park, 38 Wierda Road West, Wierda Valley, Sandton, 2196

PO Box 1192, Saxonwold, 2132

Telephone: +27 [0] 11 722 5700

General Facsimile: +27 [0] 11 783 0812

Queries (Chubb Travel Insurance Call Centre):

Telephone: 0800 467 467 (Option 1) from South Africa only

Mon - Fri 08h00 - 17h00

E-mail: chubbtravel-sa@Chubb.com

Claims Service Centre

Telephone: +27 (0) 11 722 5757 from South Africa only

E-mail: flysafair.claims@chubb.com

Chubb Compliance:

Telephone: 0860 223 266 from South Africa only

This insurance is underwritten by Chubb Insurance Limited South Africa which is an authorized Financial Services Provider. This document, including **Your Policy Schedule** is **Your** insurance **Policy**, which constitutes a contract between **You** and **Us**. Please read this **Policy** wording to make sure that **You** understand the nature of the cover provided and please check the details outlined within **Your Policy Schedule** to make sure that the information shown is correct.

In return for payment of the **Premium**, **We** agree to insure **You** during the **Period of Insurance**, subject to the **Policy** terms, conditions and exclusions. This **Policy** explains what **You** are covered for and contains conditions and exclusions which **You** should be aware of.

For and on behalf of Chubb Insurance Limited

General Section

Right to cancel the policy

If this cover is not suitable for **You** and **You** want to cancel **Your** policy, **You** must contact Chubb Customer Service department on 0800 467 467. **We** are not obliged to return any portion of the premium paid.

When cover will start

1. Subject to (3) below, cover will start, in respect of **Section 1** “Journey Cancellation” and **Section 3** “Airline Flight Delay” when a **Journey** is booked, reflected under the Policy Issued date in **Your Policy Schedule**;
2. Subject to (3) below, cover will start, in respect of **Section 2** “Personal Property and Baggage” when **You** pass through check-in for departure to commence **Your** FlySafair Airline flight reflected in **Your Policy Schedule**.
3. Notwithstanding anything to the contrary contained in this **Policy**, cover in respect of this **Policy** will not commence before **Premium** is received by **Us** and **Your Policy Schedule** has been issued.

When cover will end

Your cover will end upon safe disembarkation by **You** from the airport premises at the end of **Your** scheduled flight. In all events, cover automatically terminates 90-calendar days from the **Travel Commencement** date detailed in **Your Policy Schedule** even if the return flight has not begun.

Data Protection

Any information about the Policyholder, and Insured Person(s) which the Policyholder, and/or Insured Person(s) provides to the Insurer(s) will be processed by the Insurer(s) in compliance with the provisions of the Protection of Personal Information Act, 2013 (‘POPIA’) as amended from time to time, for the purpose of assessing the risk profile of the Insured Person(s), providing insurance and handling Claims, if any, and as may be necessary for pursuing the legitimate interests of the Insurer(s) or any third party to whom it is disclosed. This may necessitate providing such information to third parties.

Chubb Insurance South Africa Limited and its group companies (‘Chubb’) will use the information supplied during the formation and performance of this policy for policy administration, customer services, the handing of claims, the payment of claims and the production of management information for business analysis. We will keep this information for a reasonable period and in accordance with applicable laws.

Chubb may also need to review and analyse certain information about (i) the Policyholder’s health; and/or (ii) the Policyholder’s criminal convictions; and/or (iii) any other special personal information (which is provided to Chubb and which Chubb obtains from third party sources), and, where relevant, the health or criminal convictions of the Insured Person(s) who may be insured under the policy, including children. Chubb may also use the health information, information about criminal convictions and/or other special personal information about the Policyholder and Insured Person(s), including children, for the purposes set out above.

You hereby consent to the processing of your personal information, including special personal information, for the purposes set out above. Furthermore, you undertake to ensure that any other persons whose information is provided to Chubb understands and does not object to this use of their personal information, and (where required under applicable laws) consents to Chubb using their information for the purposes described. As regards the personal information, including special personal information, provided in respect of children, you hereby consent to the processing of such children’s personal information in your capacity of competent person. Save for personal information that Chubb is required or permitted by law to collect, the provision of your personal information and that of Insured Person(s) by you is voluntary. Furthermore, you do not have to provide Chubb with the abovementioned consent, and you may withdraw it at any time, but if you do not provide consent, or choose to later withdraw it, that may affect Chubb’s ability to offer an insurance policy (or lead to the cancellation of an existing policy) or affect Chubb’s ability to process any future claims. To the extent that personal information is provided to Chubb by the Broker as opposed to the Policyholder, the Broker shall undertake that it has obtained the consent of the Policyholder as per this clause.

Chubb will comply at all times with the terms (including security standards) referred to in the Privacy Policy / Privacy Notice when processing personal information of the Policyholder and that of Insured Person(s). Please refer to the

Privacy Policy / Privacy Notice for more information on how Chubb processes personal information, including your rights under applicable data protection laws: <https://www.chubb.com/za-en/privacy-policy.html>

Chubb may also transfer certain personal information to countries that have the same or a similar level of data protection as South Africa for the above purposes. Personal information may also on occasion be transferred from South Africa to countries that do not have adequate data protection laws similar to POPIA but Chubb shall ensure that there is a justification under applicable data protection laws for such transfers and that the necessary regulatory approvals have been obtained in circumstances where required by applicable data protection laws. You hereby consent to the transfer of your personal information (including special personal information) and the personal information (including special personal information) of the Insured Person(s), including children, both manually and by electronic means, to a country or territory outside South Africa, including to Chubb's offices in foreign countries and to the offices of any third parties (acting on behalf of Chubb), for any of the above purposes. A policy will also be in place to ensure the information transferred is protected.

You undertake to report changes to your personal information and the personal information of the Insured Person(s) in order to keep the personal information accurate.

Chubb may record telephone calls for quality control, fraud prevention and staff training purposes and you may also on occasion be subject to video surveillance. You hereby consent to such monitoring.

When personal or special personal information is supplied to Chubb about third parties other than the Policyholder and/or Insured Person(s), both during the formation and performance of this policy, Chubb assumes that there is a justification under applicable laws to supply this information to Chubb, to Chubb processing this data, including special personal information, and to the transfer of their information abroad. Chubb will also assume that the supplier of the information is authorised to receive, on their behalf, any data protection notices.

You understand and agree that your personal information including special personal information and that of the Insured Person(s) may, from time to time, be shared with third parties. Chubb may share personal and special personal information with the following organisations for the purposes described above:

1. our connected companies, service providers, agents and subcontractors including loss adjusters and claims investigators;
2. our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
3. other insurance companies about other insurance policies the Policyholder and/or Insured Person(s) may have;
4. the police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering checks.

Chubb works with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. As part of this Chubb will share information about your claims with providers of software designed to assist in the detection of fraudulent claims. Chubb may also use commercially available databases to prevent money laundering. Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you. Individuals whose personal information has been supplied to Chubb are entitled to a copy of that information on payment of a fee and to have any inaccuracies corrected, subject to applicable laws and the grounds of refusal referred to in Chubb's PAIA Manual. In addition, such individuals have the right to object on reasonable grounds to the processing of their personal information where such processing is based on legitimate interests, unless legislation provides for such processing. Individuals may also object to the processing of their personal information for purposes of direct marketing. More information on individuals' rights and the manner in which Chubb processes personal information is available by contacting the Data Privacy Officer at Chubb Insurance South Africa Limited, the details of which are in the privacy policy / privacy notice as well as provided below. Individuals may also lodge a complaint with the Information Regulator, the details of which are in the privacy policy / privacy notice as well as provided below.

We do not use personal information for marketing purposes, nor do we share it with any other company for marketing purposes, unless consent to do so has been received in writing from you.

Contact Information

Chubb Insurance South Africa Limited (1973/008933/06)

Address: Ground Floor, The Bridle
38 Wierda Road West
Wierda Valley
Sandton

Tel: (011) 722 5751

Fax: 086 799 2237

Postal Address: PO Box 1192
Saxonwold
2132

Information Officer:

Email: dataprotectionoffice.RSA@chubb.com

You may also contact dataprotectionoffice.europe@chubb.com

The Information Regulator in South Africa:

The Information Regulator (South Africa)
JD House
27 Stiemens Street
Braamfontein
Johannesburg
2001.

General enquiries: General enquiries can be emailed to: enquiries@infoeregulator.org.za

Email: enquiries@infoeregulator.org.za / POPIAComplaints@infoeregulator.org.za

Complaints Procedures

If **You** have experienced any service issues, a complaint can be made to the Chubb Customer Service Manager on telephone number 0860 223 266 Mon - Fri 08h00 - 17h00. **You** have the right to lodge a complaint under the Financial Services Ombud Schemes Act (Act 37 of 2004). The Ombudsman for Short Term Insurance (OSTI) is available for advice on complaints in respect of claims or other matters which have not been satisfactorily resolved. The OSTI can be contacted at telephone number +27 [0] 11 726 8900, fax number +27 [0] 11 726 5501 and e-mail info@osti.co.za. These Complaints Procedures do not affect any right of legal action that **You** may have against **Us**.

General Definitions

- Device(s)** shall mean, audio/video equipment (including radios, cassette/compact disc players, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, iPads, netbooks and the like), computer games equipment (including consoles, games and peripherals), for which **You** are responsible and which are taken on or acquired during the **Journey**.
- Excess** shall mean the first amount, or period of a claim, expressed as a monetary amount, percentage of the loss or period of time, which **You** must bear.
- Immediate Family Member** shall mean **Your Partner** or fiancé(e), child, brother, sister, parent, grandparent, grandchild, step-brother, stepsister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of **You** or **Your Partner**, or anyone noted as next of kin on any legal document, resident in the South Africa.
- Items** means a number of items associated as being similar or complementary or used together.
- Journey** shall mean **You** travelling aboard a FlySafair flight specified in **Your Policy Schedule**.
- Loyalty Provider** shall mean frequent flyer points, air miles, loyalty card points or the like that **You** or **Your Travelling Companion** may use to partially or fully pay for a flight ticket.
- Money** shall mean coins, bank notes, postal or money orders, signed traveller's cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons which belong to or are in **Your** custody and control and are intended for travel, meals, accommodation and personal expenditure only.

8. **Other Insurance(s)** shall mean any event or claim covered, paid or payable for the whole or any part under any other policy, including any statutory insurance, other insurance, other travel insurance, automatic credit card travel insurance or medical aid cover.
9. **Partner** shall mean a person recognised in South African Law as **Your** spouse, or someone of either sex with whom **You** co-habit with as though they are **Your** spouse.
10. **Person(s) Insured**, shall mean **You** if **You** are shown as insured on the **Policy Schedule**.
11. **Personal Belongings** shall mean personal articles other than business equipment, **Devices, Valuables** and **Money**, which are exclusively **Your** property and for which **You** are responsible and which are taken on a **Journey**.
12. **Policy Schedule** means the certificate of insurance attaching to and forming part of the **Policy** that **We** issue to **You** and contains the relevant details of the **Journey**.
13. **Policy** shall mean this document, the **Policy Schedule** and any subsequent endorsements to the aforesaid documents.
14. **Pre-Existing Medical Condition(s)** shall mean any condition giving rise to a claim for which, within the 6-consecutive months prior to the *Policy Issue Date And Time* in **Your Policy Schedule**, **You** have consulted a doctor, have received medical treatment or advice for that condition or the manifestation of symptoms would have caused a reasonable person to seek medical advice. This shall include any condition that **You** are on the waiting list for treatment or has been recommended to commence or continue with treatment.
15. **Premium** shall mean the *Total Premium* reflected in the **Policy Schedule**.
16. **Public Transport** shall mean any air, land or water vehicle operated under licence for the transportation of fare-paying passengers and which runs to a scheduled published timetable.
17. **Traumatic Event** means a violent criminal act or attempt where such violence is intended or made to overpower or subdue.
18. **Travelling Companion** shall mean someone **You** have arranged to go on a **Journey** with and who it would be unreasonable to expect **You** to travel or continue **Your Journey** without.
19. **Valuables** shall mean contact or corneal lenses, sunglasses, prescription glasses or spectacles, cameras and other photographic equipment, telescopes and binoculars, satellite navigation equipment, wallets, jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals for which **You** are responsible and which are taken on or acquired during the **Journey**.
20. **We/Us/Our** shall mean CHUBB Insurance South Africa Limited.
21. **You/Your/Yourself** means the Policyholder shown in the **Policy Schedule** and in respect of whom the Premium has been paid to **Us**.

General Conditions

The following General Conditions are applicable to the **Policy** as a whole:

1. This document, the **Policy Schedule** and any endorsements thereto shall be read together as one contract and any word or expression to which specific meaning has been attached shall, unless the context otherwise requires, bear such meaning wherever it may appear.
2. This **Policy** covers **Persons Insured** from 2-years of age and older at the Travel Commencement date detailed in the **Policy Schedule**.
3. **We** may cancel this **Policy** by giving 30-days' written notice to **You** at **Your** last known email address and in such event the **Premium** for the period up to the date when the cancellation takes effect shall be calculated and **We** shall return any unearned portion of the **Premium** provided that no claim has been made against this **Policy** within 30-days of cancellation.
4. This **Policy** is between **You** and **Us** only and all of its provisions and conditions are for the sole and exclusive benefit of the said parties. Nothing in this **Policy**, express or implied, is intended to confer upon any other person any rights, benefits or remedies of any nature whatsoever under this **Policy** or any of its provisions. Without limitation, no third party shall have any rights under this **Policy** or any right to receive **Policy** benefits.
5. **We** have the right to commence or take over legal proceedings in **Your** name for the defence or settlement of any claim, or to sue or prosecute any other party to recover monies payable by them by law. **You** must co-operate with **Us** and may not do anything to hinder or prejudice **Our** rights.
6. This **Policy** shall be governed and construed in accordance with the Law of the Republic of South Africa and the South African courts alone shall have jurisdiction in any dispute.
7. This **Policy** will be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular by or on behalf of **You**, subject to the provisions of the Short-term Insurance Act 53 of 1998.
8. Communication of and in connection with this **Policy** shall be in the English language.
9. **We** do not accept any liability for any other products including financial products and/or services sold, insurance or assurances provided or underwritten in conjunction with this **Policy** by any other person,

company, organisation including service providers, medical aid societies, financial services companies, insurance companies, assistance companies or the like that are not specifically appointed by **Us** and acting on **Our** behalf.

10. Specific Conditions relevant to the individual Sections of this **Policy** are located and contained in the appropriate Section.
11. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Eligibility Condition

To be covered under this Policy You and all other Persons Insured under this Policy must have your main residence in South Africa and be in South Africa when this Policy is taken out.

Claims Conditions

The following Claims Conditions are applicable to the **Policy** as a whole:

1. In respect of all **Claims**, **You** must notify **Us** immediately by telephone on 0860 223 252 and thereafter send **Us** a Claim Form within 30-days of the date of loss.
2. **You** shall, at **Your** expense, provide **Us** with all documents, certificates, signed medical certificates, receipts, information and evidence as **We** may from time to time reasonably require in the form prescribed by **Us**.
3. Any **Excess**, where applicable, will apply separately under each Section and in respect of each claim.
4. **We** will only be liable to pay **Our** pro-rata portion of any claim submitted in terms of this **Policy** if **You** have **Other Insurance**, subject to the following:
 - a. if in **Our** discretion **We** decide to pay the claim in full, then **We** will not be obliged to make payment unless **You** cede **Us** all of **Your** rights in respect of the **Other Insurance**;
 - b. if **We** have already paid benefits in terms of this **Policy**, all of **Your** rights in respect of the **Other Insurance** will be ceded automatically to **Us**;
 - c. a cession in terms of Claims **Condition 4a** or **4b** will allow **Us** to do all things necessary to claim against any other insurer, company or organization and institute legal proceedings against them if the **Other Insurance** is not paid;
 - d. without limiting any provision of this **Policy** or any legal obligation, **You** must co-operate fully with **Us** in relation to the **Other Insurance** or legal proceedings including:
 - i. not doing anything to prejudice or limit **Our** rights;
 - ii. providing **Us** with all relevant information and documents **We** require;
 - iii. sign any document or affidavit that **We** may request to enable **Us** to exercise **Our** rights.
5. Notwithstanding Claims **Condition 4**, the benefits under this **Policy** may not be ceded and/or assigned by **You**. **We** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported cession and/or assignment or other dealing with or relating to this **Policy**.
6. If any claim under this **Policy** shall be in any respect fraudulent or if any fraudulent means or devices were used by **You** or anyone acting on **Your** behalf to obtain benefit under this **Policy**, **We** shall be under no liability in respect of such claim and **We** will inform the police.
7. Where **You** dispute **Our** rejection of **Your** Claim or cancellation of **Your** Policy, **You** must make representation to **Us** in respect of the decision within 90-Days of the date of **Our** rejection or cancellation letter. Thereafter, **You** must take legal action by way of the service or summons against **Us** within 180-Days of the date of **Our** rejection or cancellation letter, failing which **You** will forfeit **Your** claim and no liability can arise in terms of such claim.
8. **You** must comply with the Conditions detailed in the relevant sections of this **Policy**. Where **You**, or **Your** personal representatives do not comply with any obligation to act in a certain way specified in this **Policy**, **We** reserve the right not to pay a claim.
9. **You** must take ordinary and reasonable care to safeguard against loss, damage, theft as though **You** were not insured. If **We** believe **You** have not taken reasonable care of property, the **Claim** may not be paid. The items insured under this **Policy** must be maintained in good condition.
10. **You** must recognise **Our** right to:
 - a. pay the amount of a claim (less any **Excess** and up to any **Policy** limit);

- b. inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;
 - c. settle all claims in Rands;
 - d. be reimbursed within 30-days for any costs or expenses that are not insured under this **Policy**, which **We** pay to **You** or on **Your** behalf.
11. **You** are responsible to pay any tax liability of any benefit being paid that may incur tax or imposts.
12. No sum payable by **Us** under this **Policy** shall carry interest.

General Exclusions

The following General Exclusions are applicable to the **Policy** as a whole. **We** shall not be liable for payment of any loss, claim, indemnity or benefit amount due to:

1. Any claim relating to an incident which **You** or an **Immediate Family Member** were aware of at the time **You** took out this insurance and which could reasonably be expected to lead to a claim.
2. Any claim arising from civil riots, blockades, strikes or industrial action of any type except for strikes or industrial action which were not public knowledge when **You** booked **Your Journey**.
3. Any expenses incurred due to the default, financial failure, insolvency of the tour operator, airline (including FlySafair) or any other company, firm or person or their being unable or unwilling to fulfil any part of their obligation to **You**.
4. Any claim arising from **You** being involved in any deliberate, malicious, reckless, illegal or criminal act.
5. Any claim arising from:
 - a. **Your** suicide or attempted suicide; or
 - b. **You** injuring yourself deliberately or putting yourself in danger (unless **You** are trying to save a human life).
6. Any costs which **You** reason for the claim not occurred.
7. Any epidemic and pandemic events.
8. We will not be liable to make any payment under this **Policy** where the Insured Person does not meet the Eligibility Condition detailed on Page 4.
9. This insurance does not apply to the extent that resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, the member states of the European Union or United States of America prohibit Us from providing insurance, including but not limited to the payment of claims or the provision of any other Benefit.
10. In particular, **We** will not pay any claims or provide any other Benefits arising out of or relating to any **Insured Person** whose main residence is in Cuba and/or arising out of or relating to any travel to, from or in Cuba or any travel which starts, ends or has a scheduled stop in Cuba.

Schedule of Benefits

SECTION 1	
Journey Cancellation	Up to total original flight cost
SECTION 2	
2.1 Valuables Loss, Damage or Theft	Up to R5,000 - excess R250 / claim (any one item R2,000)
2.2 Device Cover Loss, Damage or Theft	Up to R5,000 - excess R250 / claim (any one item R 2,000)
SECTION 3	
Flight Delay	R600 per 3-hour delay period, up to R3,000
SECTION 4	
Missed Departure	Up to R2,000 - excess R250

Benefit Selection

Section 1 – Cancelling Your Journey

We will pay **You** up to the amount shown in the Schedule of Benefits for the unused and non-refundable portion of **Your** FlySafair flight ticket scheduled for the *Travel Commencement Date* detailed in **Your Policy Schedule**, which **You** have paid and which **You** cannot get back. If payment is made partial or fully by using a **Loyalty Partner**, settlement of **Your** claim will be based upon the lowest available published flight fare for the flight originally booked if they are non-transferable. **We** will only be liable to pay **Our** pro-rata portion of any claim submitted in terms of this **Policy** if **You** have paid for your flight ticket using a **Loyalty Provider**. **We** will provide this cover if the cancellation of **Your Journey** is necessary and unavoidable as a result of the following:

1. **You, Your Travelling Companion**, someone **You** have arranged to stay with on **Your Journey**, **Your Immediate Family Member**, **Your Travelling Companion's Immediate Family Member** or a **Close Business Colleague**:
 - a. dying;
 - b. suffering sudden and serious bodily injury;
 - c. suffering sudden and serious illness;
 - d. suffering from complications in pregnancy (as diagnosed by the treating doctor);
 - e. suffering a **Traumatic Event** within 30-days of the Travel Commencement date; or
 - f. being compulsorily quarantined on the orders of a treating doctor; provided that such cancellation is confirmed as medically necessary by the treating doctor.
2. **You** being made redundant and registered as unemployed with the UIF.
3. Non-availability of the person in charge of **Your** minor or disabled children due to their unexpected death, illness or bodily injury within 30-days of the "Policy Issued" date stated in **Your Policy Schedule**.
4. Serious fire, storm, flood, theft, subsidence or malicious damage to **Your** home provided that such damage occurs within the 7-days immediately prior to the Travel Commencement date of **Your Journey**.
5. The police requiring or **Your** presence following a burglary or attempted burglary at **Your** home.
6. **Your** compulsory subpoena.
7. Theft of travel documents (travel tickets or identification documentation).
8. If **You** become pregnant after the date **You** arranged this insurance cover and **You** will be more than 26-weeks pregnant at the start of or during **Your Journey**. Or, if **Your** doctor advises that **You** are not fit to travel due to complications in **Your** pregnancy.

Specific Exclusions

What **You** are not covered for:

1. Any serious, chronic or recurring **Pre-Existing Medical Condition** affecting any person upon whom **Your Journey** depends, or an **Immediate Family Member** that was diagnosed before **Your Journey** was booked (or commencement of the Period of Insurance if later) and which could result in **You** having to cancel **Your Journey**.
2. Any expenses incurred as a result of **Your** disinclination to travel.
3. Cancellation expenses as a result of FlySafair cancelling a flight.
4. Withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other public conveyance on the orders or recommendation of FlySafair, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country.

Specific Claims Conditions

In addition to a completed claim form, the following claims evidence is required for **Section 1**:

1. **Policy Schedule**
2. Proof of travel (FlySafair confirmation invoice / flight tickets)
3. Cancellation invoice or letter confirming no refund is due
4. Depending on the circumstances of the claim one of the following:
 - a. medical certificate which **We** will supply for the appropriate doctor to complete;
 - b. an official letter confirming the need for **You** to remain in South Africa; or
 - c. Police report.

Section 2 – Personal Property & Baggage

2.1 Valuables

If during a **Journey You** sustain loss, theft or damage to **Your Valuables**, **We** will indemnify **You** in respect of such loss, theft or damage up to the amount shown in the Schedule of Benefits.

2.2 Device Cover

If during a **Journey You** sustain loss, theft or damage to **Your Device(s)**, **We** will indemnify **You** in respect of such loss, theft or damage up to the amount shown in the Schedule of Benefits.

What **You** are not covered for under **Sections 2.1 and 2.2**:

1. Loss, theft or damage of **Valuables** or **Device(s)** if left unattended, not on **Your** person or checked in as baggage.
2. **Personal Belongings** checked as baggage or stowed in the aircraft cabin.
3. Loss, theft or damage of any **Personal Belongings** as a result of **Your** negligence to ensure that **Your** luggage has been properly stored or left in the care of the in-flight attendant.
4. Any claim for loss or theft to **Valuables** or **Device(s)** which **You** do not report to the police within 24- hours of the discovery of the loss or theft.
5. Any claim if **You** already have more specific insurance covering **Your Device(s)** and **Valuables**.
6. Damage due to scratching or denting unless the item, if applicable, has become unusable as a result.
7. Losses caused by mechanical or electrical breakdown or damage caused by leaking powder or fluid carried within **Your** baggage.
8. Loss, theft or damage to dentures, hearing aids, artificial limbs, paintings, household equipment, bicycles and their accessories, motor vehicles and their accessories, marine craft and equipment or items of a perishable nature (meaning items that can decay or rot and will not last for long, for example, food).

Specific Claims Conditions

In addition to a completed claim form, the following claims evidence is required for **Section 2**:

1. **Policy Schedule**;
2. Loss or theft – police report;
3. Loss, theft or damage by an airline – Property Irregularity Report, baggage check tags;
4. Proof of travel (FlySafair confirmation invoice / flight tickets);
5. Proof of value and ownership for items exceeding R1,000;
6. Invoices for replacement items;

The following specific conditions apply to **Section 2**:

1. **You** must report all losses or thefts to the relevant authorities and obtain a written report from them within 24 hours of the incident.
2. **You** must carry **Valuables** and **Device(s)** with **You** as hand luggage when travelling.
3. Payment will be based on the value of the property at the time it was lost, stolen or damaged. An allowance may need to be made for wear, tear and loss of value depending on the age of the property.
4. The maximum amount **We** will pay for any one item (including a **Pair or Set of Items**) is noted in the
5. Schedule of Benefits.

Section 3 – Travel Delay

We will pay **You** the benefit detailed in the Schedule of Benefits if the scheduled departure of **Your** FlySafair flight scheduled for the *Travel Commencement Date* detailed in **Your Policy Schedule**, is delayed due to strike, industrial action, adverse weather, mechanical breakdown or grounding of an aircraft due to mechanical or structural defect. The period of delay will be calculated from the original scheduled departure time until the commencement of **Your** delayed FlySafair flight or the first available alternative transportation offered by FlySafair.

What **You** are not covered for **Section 3**:

1. Any claims where **You** have not checked in for **Your Journey** at or before the recommended time.
2. Any claims arising from strike or industrial action involving companies/carriers other than FlySafair Airline and already in existence on the date the flight is arranged.

3. **Your Journey** being cancelled.

Specific Claims Conditions

In addition to a completed claim form, the following claims evidence is required for **Section 3**:

1. **Policy Schedule.**
2. Proof of travel (FlySafair confirmation invoice / flight tickets).
3. An official letter from FlySafair confirming the cause and length of the delay.

Section 4 – Missed Departure

We will pay **You** the benefit amount shown in the Schedule of Benefits for necessary and reasonable additional travel expenses to enable **You** to reach:

1. **Your** scheduled destination if, on **Your** outbound journey, **You** arrive too late at **Your** final point of departure to board the FlySafair flight **You** are booked to travel on; or
2. On **Your** return journey, **You** arrive too late at **Your** final point of departure to board the FlySafair flight **You** are booked to travel on.

due to:

1. the car/taxi are travelling in break down or being involved in an accident; or
2. the **Public Transportation You** are travelling in failing to arrive on schedule.

What **You** are not covered for **Section 4**:

1. Any claim due to:
 - a) **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
 - b) a strike if it had started or been announced before **You** arranged this insurance or booked **Your Journey**, whichever is the later.
2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
3. Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original **Journey**.
4. Any claim due to **You** not allowing sufficient time for the journey.
5. Any claim due to:
 - a) **You** travelling against the advice of the appropriate national or local authority;
 - b) prohibitive regulations by the government of any country.
6. Any expenses that:
 - a) **You** can recover from any tour operator, airline, hotel or other service provider;
 - b) **You** would normally have to pay during **Your Journey**.
7. The **Excess**.

Specific Claims Conditions

In addition to a completed claim form, the following claims evidence is required for **Section 4**:

1. **You must:**
 - a) provide evidence of all the extra costs **You** incurred
 - b) allow reasonable time to arrive at **Your** departure point on time
 - c) proof of travel (the **Airline's** confirmation invoice / flight tickets)
 - d) **You** must physically report to the **Airline** ticket sales desk within 3 hours of **Your Flight** departure time and provide an official letter from the Airline
 - e) In the event of medical emergency due to an accident a medical report is required
 - f) Depending on the circumstances of the claims an official police report may be required
 - g) for late arrival of **Public Transport** provide **Us** with reasonable evidence of the published time of arrival and the actual time of arrival

Notice to Short-Term Insurance policy holders

DISCLOSURE AND OTHER LEGAL REQUIREMENTS Important – please read carefully

(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:

Statutory notice	Information
<ol style="list-style-type: none"> 1. About the intermediary (insurance broker or representative) <ol style="list-style-type: none"> 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. Detail of how to institute a claim. e. Rand amount of fees and commission payable. f. Written mandate to act on behalf of insurer. 2. About the insurer <ol style="list-style-type: none"> a. Name, physical and postal address and telephone numbers. b. Telephone number of compliance department of the insurer. c. Details of how to institute a claim and/or complaint. d. Type of policy: refer to your policy schedule. e. Extent of premium obligations, manner of payment of premium, due date of premiums and consequences of non-payment: refer to policy schedule. f. Fees: The premium displayed on your quote, policy schedule or renewal will be payable. g. Complaints procedure: visit our website www.chubb.com/za h. Chubb Insurance South Africa Limited is in possession of Professional Indemnity Cover. 	<p>Your insurance advisor should provide this information to you when you are provided with a quotation or take out a policy. If your advisor does not do so after you have requested it please contact Chubb Insurance South Africa Limited who will assist in obtaining it.</p> <hr/> <p>Contact Details: Chubb Insurance South Africa Limited Reg No: 1973/008933/06 PO Box 1192, Saxonwold, 2132</p> <p>Located at: Ground Floor, The Bridle, Hunts End Office Park, 38 Wierda Road West, Wierda Valley, Sandton Tel: 011 722 5700 FSP No: 27176</p>

3. Other matters of importance

- a. You must be informed of any material changes to the information referred to in paragraph 1 and 2.
- b. If the information in paragraphs 1 and 2 was given orally, it must be confirmed 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 Non-Life Insurance.
- d. Polygraph or any 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 person and may not be transferred without your approval; and
 - ii. the insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.
- f. The insurer and not the intermediary must give reasons for repudiating your claim.
- 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.

Compliance Officer:

PO Box 1192
Saxonwold
2132
Tel: 011 722 5700
Fax: 011 783 0812
Email: ComplianceRSA@chubb.com

Complaints Details:

Email: CustomerRelations.SouthAfrica@Chubb.com
ComplianceRSA@chubb.com
Telephone: +27 (0) 11 722 5702

Should you have any complaints about the availability or adequacy of information herein, or about our claims or underwriting service, please bring this to the attention of our compliance officer.

Our Complaints resolution procedure can be viewed at our website: www.chubb.com/za

Your policy document contains the details of procedures to follow in the event of a claim. Should anything not be clear, please contact your insurance advisor or Chubb Insurance South Africa Limited for assistance.

Warning

Do not sign any blank or partially completed application form. 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. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

0. Particulars of Short term Insurance Ombudsman who is available to advise you in the event of claim problems, which are not satisfactorily resolved by the insurance intermediary and/or the insurer	110 Oxford Road, Rosebank, Johannesburg PO Box 32334 BRAAMFONTEIN, 2017 Tel: (011) 726-8900 Fax: (011) 726-5501 info@osti.co.za
1. Particulars of Registrar of Insurance. Financial Sector Conduct Authority	PO Box 35655 MENLO PARK, 0102 Tel: (012) 428-8000 Fax: (012) 347-0221
2. Particulars of the FAIS Ombud	PO Box 41 Menlyn Park, 0063 Tel: (012) 470 9080 Fax: (012) 348 3447
3. Particulars of SASRIA	Sasria Soc Limited Reg No 1979/000287/06 FSP 39117 36 Fricker Road, Illovo PO Box 653367, Benmore, 2010 Tel +27(0)11 214 0800 Fax +27(0)11 447 8630

(You may be required to sign a copy of this document)

Other important information

Claims	Procedures for the submission of claims and your responsibilities are detailed in the policy document in the section of the policy headed GENERAL CONDITIONS. In the event of a possible claim, you must notify your advisor or Chubb Insurance South Africa Limited as soon as reasonably possible and submit a completed claim form as soon as practicable but within 30 days. When we are dealing with any claim you must give us any information and help we reasonably ask for.
General	<p>The policy wording and schedule must be read as one document. If you need advice on any aspect of your policy, first amounts payable [excesses], claims procedures or your responsibility to pay premiums, please contact your insurance advisor or Chubb Insurance South Africa Limited.</p> <p>Should you at any time suspect fraudulent dealings on the part of the Insurer or any other person dealing with your insurance claim, please contact the Insurer on 011 722 5700 or the Insurance Fraudline on 0860 002526.</p>
Data Protection	We use personal information which you supply to us or, where applicable, to your insurance broker for underwriting, policy administration, claims management and other insurance purposes, as further described in our Master Privacy Policy, available here: https://www.chubb.com/za-en/privacy-policy.html . You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at mailto: dataprotectionoffice.RSA@chubb.com .
Sanctions	We won't pay any claims which would cause us to break the law of the UK, EU, or USA. This includes trade and economic sanctions, and UN resolutions. Sanctions, laws, and regulations can prevent us from doing business with or involving certain countries, groups, companies, and people. Call us on +27 11 722 5757 for more information, especially if you think you'll be travelling to an affected country.