

# Botswana

## Insurance Company Limited



Associated Fund Administrators Comprehensive Travel Insurance BOTCTI-01042015

Underwritten by Botswana Insurance Company Limited

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VAT No. C008 0800 1111 This Policy is a contract made between the Insured Person and the Company. The Company agrees to provide insurance on the basis set out in this Policy provided the premium is paid when due and the Company agrees to accept it. Any endorsement to the Policy or the Travel Insurance Certificate shall form part of the Policy.

### POLICY TERMS AND CONDITIONS

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#### PERIOD OF INSURANCE

This Policy will provide cover for Insured Journeys that commence after the inception date appearing on the Travel Insurance Certificate. Except for Section 4A Cancellation and Section 15 Motor Hijack, cover will commence when the Insured Person leaves the Point of Departure and will automatically cease when he returns to the Point of Departure. Cancellation coverage will take effect one day after the issue date as stated on the Travel Insurance Certificate and once the required premium is received by us. Motor Hijack cover will take effect one day after the issue date as stated on the Travel Insurance Certificate and once the required premium is received by us. For Frequent Flyer Plans, cover will terminate on the Insured Person's return to the Point of Departure and recommence on his next Insured Journey. The maximum period for any Insured Journey on a Frequent Flyer Plan is restricted to 90 days. Cover on the Frequent Flyer will terminate completely on the expiry date of this policy.

Except for Motor Hijack cover, this Policy does not apply to events that occur after the expiration date shown on the Travel Insurance Certificate, or if the Insured Person returns to the Point of Departure from his Insured Journey before this date. Motor Hijack cover will expire 365 days after the issue date as stated on the Travel Insurance Certificate.

This Policy cannot be cancelled once an Insured Journey has commenced or after the expiry date of the Insured Journey.

The Policy period cannot be in excess of 12 months.

#### PREMIUM PAYMENTS

The Insured Person is liable for the premium and the premium is payable in advance and the Company shall not be liable for any claim arising under this Policy that occurs prior to receipt of the premium. The Company shall not be obliged to accept premium tendered to it or to any intermediary after such date, but may do so upon such terms as in its sole discretion may determine. The Company reserves the right to ask for proof of payment of premium at any time. Such proof must be to the Company's satisfaction.

#### MAXIMUM AMOUNT PAYABLE

1. No Insured Person shall be entitled to recover a benefit exceeding 100% of the sum for an Insured Event as reflected in the Schedule of Benefits.
2. If two or more travel policies issued by the Company or any other member company of AIG apply to the same claim, the maximum amount payable by AIG under all such policies shall not exceed the limit of liability of whichever of such policies has the highest applicable limit of liability. Nothing contained herein shall be construed to increase the limit of liability of this Policy.
3. Subject to any limitations in respect of cover found in the Short Term Insurance Act 53 of 1998, Children accompanying the Insured Person on an identical travel itinerary qualify to share cover with the Insured Person. A

4. maximum of 5 Children per Insured Person can be covered when Benefits are shared. This will apply on an Individual or Family Plan. The Spouse will have full cover on a Family Plan.
5. The maximum amount payable in the event of death or Permanent Total Disablement of a child will be 20% of the Benefit, or in respect of death that amount which is legislated at the Date of Loss, whichever is the lesser.

## CANCELLATION/TERMINATION

### Cancellation

1. Provided that no claims have been initiated, the Insured Person may only cancel this Policy before the date of departure stated on the Travel Insurance Certificate. No cancellations will be accepted after the departure date shown on the Travel Insurance Certificate.
2. This Policy may be cancelled by the Company by sending the Insured Person 15 days written notice to his last known address and in which case the Company will refund a pro-rata premium for the unexpired policy period.

### Termination

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

1. on the date the Policy is cancelled; or
2. the date of the Insured Person's return to the Point of Departure; or
3. the date that the Insured Person reaches the maximum age for the cover selected; or
4. the expiry date appearing on the Travel Insurance Certificate unless there is an automatic extension as described under the General Conditions applying to this Policy.

## PLAN NAMES

The Schedule of Benefits that is applicable to the Insured Person is based on the Plan selected. The Plan names are as follows:

- **Individual**

## DEFINITIONS

**Accident** means a sudden unexpected and specific event which occurs at an identifiable time and place, resulting in Injury.

**Accidental Loss** means the Insured Person mislaying or misplacing their Baggage resulting in a loss of possession.

**Accumulation Limit** means the maximum liability of the Company in respect of any one Accident or number of Accidents arising from one source or cause during an Insured Journey.

**Acquired Immune Deficiency Syndrome** or **AIDS** shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Illness in the presence of a sero-positive test for HIV.

**AIG Travel** means AIG Travel EMEA Limited, who provides emergency travel and pre-departure health information and the AIG Travel services as more fully detailed in the body of this Agreement

**Area** means the territorial limits of South Africa, Namibia, Botswana, Zimbabwe, Mozambique, Malawi, Tanzania, Malawi, Zambia, Lesotho, Swaziland, Kenya and the African Islands (south of the Equator).

**Baggage** means luggage, Personal Effects and travel documents (travel tickets, passports and visas) taken by an Insured Person on an Insured Journey.

**Beneficiary** means the person or persons nominated by the Insured Person.

**Business** means your employment, trade, profession or occupation.

**Business Associate** means a partner, director or employee of the Insured Person.

**Children** means the Insured Person's dependent children who are not in full-time employment and who are between the ages of 3 months up to and including the age of 18 years (or under the age of 25 years provided they are in full-time education), unmarried, not pregnant, without children and primarily dependent on the Insured Person for maintenance and support.

**Company** means Botswana Insurance Company Limited.

**Confinement** means confinement to a Hospital as a resident in-patient for a period which is necessary for the diagnosis or treatment of any Injury or Illness.

**Damage** means physical damage to Baggage which lowers the value.

**Date of Loss** means:

1. for Illness, the first date of diagnosis or the date the Insured Person first became aware of the Illness – whichever occurs earlier;
2. for Injury, the date of the Accident;
3. for all other Sections, the date of the Insured Event.

**Day** means a period of 24 consecutive hours including the day of admission but excluding the day of discharge.

**Effective Date of Coverage** means:

1. for cancellation, one day after the issue date of travel insurance;
2. for all other sections of cover, the date of departure on an Insured Journey.

**Electronic Equipment** shall mean any computer equipment system or software or any product, equipment, system or machinery connected to or operated by means of a micro or data processor chip.

**Emergency Medical Expenses** means all Reasonable and Customary Charges which at the sole discretion of AIG Travel are deemed medically necessary for Illness or Injury on an International Journey.

**Excess** means the first amount, or period, of each and every loss payable by the Insured Person.

**Follow up Treatment in Botswana** means all Reasonable and Customary Charges incurred for Illness or Injury, resulting in hospitalisation, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner, dentist or optometrist in Botswana. Follow up Treatment in Botswana does not include those expenses the Company is prohibited by law from paying and will only be paid to the extent permissible under the Medical Schemes Act No. 131 of 1998 and any other subsequent legislation which is enacted.

**Hazardous Pursuits** means any activity which introduces or increases the possibility of a loss or which may influence the extent of a loss including but not limited to sports activities.

**Hospital** means a legally constituted establishment which operates pursuant to the laws of the country in which it is based and which meets the following requirements:

1. it operates primarily for the reception, medical care and treatment of sick, ailing or injured persons on a resident in-patient basis;
2. it admits resident in-patients only under the supervision of a Medical Practitioner;
3. it maintains organised facilities for the medical diagnosis and treatment of such persons and provides (where appropriate) facilities for major surgery within the confines of the establishment or facilities controlled by the establishment;
4. it provides a full-time nursing service by or under the supervision of a staff of nurses;
5. it is not a day clinic, health hydro or nature clinic, a mental institution, an institution confined primarily to the treatment of psychiatric disease, the psychiatric department of a hospital, a place for the treatment of chemical dependency, an establishment or a special unit of a hospital used primarily as a place for treatment of drug addicts or alcoholics, a hospice, a frail care centre, a rest home or nursing, convalescent, rehabilitation, assisted living or extended care facility.

**Identity Theft** means the unauthorized and/or illegal use of an Insured Persons personal information such as name or identity number to obtain a loan or open credit accounts.

**Inbound Journey** means an Insured Journey commencing from the Point of Departure outside the territorial limits of the Republic of Botswana to the destination inside the Area including the return journey to the Point of Departure.

**Inbound Journey** means an Insured Journey commencing from the Point of Departure outside the territorial limits of the Republic of Botswana to the destination inside the territorial limits of the Republic of Botswana including the return journey to the Point of Departure.

**Injury** means physical trauma to an Insured Person caused by an Accident occurring on an Insured Journey resulting, solely and independently of any other cause or any other physical defect or infirmity existing prior to the Accident, in an Insured Event within 24 months of the date of the Accident. Physical trauma caused by exposure to the elements of nature as a direct result of an Accident will be deemed to be an Injury.

**Insured Event** means an event stated in the Schedule of Benefits.

**Insured Journey** means a Local Journey, an International Journey or an Inbound Journey.

**Insured Person** means any person whose name appears on the Travel Insurance Certificate and in respect of whom premium has been paid.

**International Journey** means an Insured Journey commencing from the Point of Departure to the destination, outside the territorial limits of the Republic of Botswana, including the return journey to the Point of Departure.

**Local Journey** means an Insured Journey which commences at the time when the Insured Person departs from the Point of Departure to travel in a direct, timeous and uninterrupted manner to a destination within the territorial limits of the Republic of Botswana that is more than 100 kilometers away from the Point of Departure and it includes the return journey to the Point of Departure.

**Kidnapping** means any event or connected series of events of seizing, detaining or carrying away by force or fraud of the Insured Person by person/s for the purpose of demanding ransom monies.

**Malaria** is a vector-borne infectious disease characterized by recurrent attacks of fever, caused by prozotan parasites of the genus Plasmodium transmitted by female Anopheles mosquitoes in tropical and subtropical regions.

**Malignant Neoplasm** shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of AIDS.

**Manual Labour** means physical, human labour involving the use of hands where the work may be considered hard or arduous, including skilled labourers who use or operate mechanical or non-mechanical machinery or equipment.

**Medical Expenses** means all Reasonable and Customary Charges for Illness or Injury on an International Journey resulting in hospitalisation, surgical or other diagnostic or remedial treatment given or prescribed by a Medical Practitioner.

**Medical Practitioner** means a person registered with a current, legal licence to practise medicine, but excludes an Insured Person or a member of any Insured Person's immediate family.

**Medical Treatment** means a Medical Practitioner's medical advice, treatment, consultations and prescribed or repeat maintenance medication.

**Motor Hijack** the unlawful seizing or attempted unlawful seizing of a vehicle by any person using force or threat or violence where such violence is intended, used or made to overpower or subdue the Insured Person whilst driving or as a passenger in a Private Motor Vehicle or whilst such vehicle is stationary.

**Opportunistic Infection** shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

**Payment Card** means an automatic teller machine (ATM) card, credit card, or debit card issued by a registered financial institution or qualified retail shop.

**Permanent Total Disablement** means total and absolute disablement which entirely prevents the Insured Person from engaging in or giving attention to his usual or any occupation for which he is qualified or has received specialised training and which will in all probability be lasting and continuous for his lifetime.

**Personal Effects** means spectacles, dentures, purses, wallets, cosmetics and other personal effects normally worn or carried on the person

**Point of Departure**

1. in respect of an International Journey, the point where the Insured Person passes through passport control from within the Republic of Botswana; with regard to Section 6B-Baggage Delay and Section 7A-Travel Delay cover will commence from the Insured Person's place of residence or employment, whichever occurs latest; or

**Policy** means this document embodying the contract of insurance, benefits and premium rates and shall include any subsequent Terms, Conditions, Exclusions, Terminations and Endorsements.

**Postponement** means delaying a travel date stated on the Travel Insurance Certificate.

**Private Motor Vehicle** means any licensed passenger vehicle other than taxis, buses and any vehicle that is in excess of 2 tons.

**Professional Player** means an Insured Person who earns in excess of 50% of his income from playing sport or who participates in a sport that remunerates him as a means of livelihood.

**Public Conveyance** means any scheduled or chartered land, water or air conveyance legally licensed to carry passengers for hire operating commercially in accordance with all locally applicable laws and regulations and in which the Insured Person is travelling only as a fare-paying passenger, excluding minibuses, non-standard motor vehicles and non-pressurised single engine piston aircraft.

**Reasonable and Customary Charges** means the charges which:

1. are medically required for the treatment, supplies or medical service to treat an Insured Person's condition;
2. do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred, and
3. do not exceed the charges for treatment that would have been made if no insurance existed.

**Relative** means a Spouse, parent, parent-in-law, grandparent, step-parent, Children, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancée, fiancé, half-brother, half-sister, aunt, uncle, niece or nephew of the Insured Person.

**Spouse** means the husband, wife, partner in a same sex partnership or any de facto partner with whom the Insured Person has permanently and continuously lived in the same household in a relationship which is not casual or impermanent for a period longer than 6 consecutive months. Only one Spouse shall be eligible for cover.

**Suit** means a civil proceeding seeking monetary damages as a result of Identity Theft or a criminal proceeding in which you are charged with illegal acts committed by any person other than you whilst using your identity.

**Terrorist Act** means 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 stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s shall not be considered Terrorist Acts. 'Terrorist Act' shall also include any act which is verified or recognised as an act of terrorism by the (relevant) government of the country where the act occurs.

**Theft** means wrongfully taking property from an Insured Person without their willful consent.

**Travel Insurance Certificate** means the certificate which attaches to and forms part of the Policy and contains the relevant details of the Insured Journey.

**Traumatic Event** means a violent criminal act or attempt where such violence is intended or made to overpower or subdue.

**Travel Companion** means the person intending to travel or travelling with the Insured Person and who is covered under a Travel Guard Policy.

**War** means war, whether declared or not, or any warlike activities (including use of military force) by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**Wrongful Detention** means the arbitrary or capricious act of involuntary confinement of the Insured Person by person/s acting as agent/s or with the approval of any government of government entity, or acting or purporting to act on behalf of any insurgent party,

## GENERAL CONDITIONS

### 1. Age limits

1.1 This Policy covers any event which happens to an Insured Person who is:

- From the age of 6-months up to and including the age of 70-years.

1.2 Cover ceases on the Insured Person's 65th birthday in respect to Insured Event 2- Permanent Total Disablement in the Table of Benefits under Section 2 Personal Accident.

2. **Airlines** The Company will have no liability to provide an indemnity or part of an indemnity in relation to any Insured Event for which the Policyholder or the Insured Person may be able to seek compensation in respect of the same from an airline. If the Policyholder proves that it has taken all reasonable and necessary steps to claim from the airline, the Company will pay a pro-rata portion of indemnity. The Company's liability will be calculated by reducing the Benefits by the amount for which the Company considers the airline to be liable.

3. **Automatic Extension** If an event occurs after commencement of the Insured Journey giving rise to a legitimate claim under Section 1A the Insured Journey shall automatically be extended from the date of the Insured Event for the duration of the Insured Event, subject to a maximum period of 12 consecutive months.
4. **Currency** All amounts are shown in Botswana Pula(BWP). If expenses for which an indemnity can be provided in terms of this policy, are incurred in a foreign currency the rate of exchange used will be the rate at the time of incurring the expense or suffering Date of Loss, whichever is the more favourable to the Company.
5. **Endorsements** At the discretion of the Company, this Policy may be extended, amended or altered. Provided that application is made in writing to the Company prior to the expiry of the existing Policy and there are neither existing nor initiated claims on the existing Policy. This Policy may be extended, amended or altered at the discretion of the Company. The Company may choose to charge an additional premium.
6. **Information** By acceptance of this contract of insurance or the benefits under this Policy the Policyholder or Insured Person acknowledges that the sharing of claims and underwriting information by the Company is essential to enable the Company to underwrite policies, assess risks fairly, ensure compliance with all and necessary applicable legislation, regulations and business compliance requirements (including any overseas laws, regulations and compliance requirements binding on the Company) and to reduce the incidence of fraudulent claims, in the public interest and with a view to limiting premiums. The Policyholder and or Insured person, on his own behalf and on behalf of any person he represents herein, hereby waives any right to privacy in any insurance information provided by him or on his behalf in respect of any insurance policy or claim made or lodged by him and he consents to such information being disclosed to any other party (including any subsidiary or parent company of the Company as well as any government or regulatory authority) who has a direct interest in the information disclosed by the Policyholder / Insured Person / his agent. The Policyholder / Insured Person also acknowledges that the information provided by him may be verified against any other legitimate sources or databases and waives any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning him.
7. **Liability**  
The Company shall not be liable or responsible for:
  1. the negligence, wrongful acts and/or omissions of any legal and/or health care professional or any other person or persons or legal entity that provide direct or indirect service to the Insured Person;
  2. the failure of any agent or broker to explain adequately the terms, conditions, endorsements, terminations and exclusions of this Policy.
8. **Language** The official version of this Policy is in English. Words in the singular include the plural and vice versa and words in the masculine gender include the feminine gender.
9. **Marketing** Should any discrepancies arise between the Policy and any literature or information received by the Insured Person, the Terms, Conditions, Endorsements, Terminations and Exclusions in the Policy will govern in all cases.
10. **Misrepresentation** This Policy shall be voidable (at the discretion of the Company) in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured Person of any information material to this Policy.
11. **Other Financial Products and Services** The Company will accept no liability whatsoever for any of the insurance or other financial products or services which are sold in conjunction with this Policy that are provided or underwritten by any other insurance or assurance companies and/or assistance companies and/or financial providers.
12. **Other Insurance** Except for Section 2 - Personal Accident, if the Insured Person is able to claim under any other policies (including statutory insurance and/or automatic credit card travel insurance) to be covered for the whole or any part of an Insured Event ("Other Claims"), the Company will only be liable to pay its pro-rata portion of the claim submitted in terms of this Policy.
  - 12.1. If in the Company's discretion it decides to pay the claim in full, then it will not be obliged to make payment unless the Insured Person cedes to the Company all of their rights in respect of the Other Claims.
  - 12.2. If the Company has already paid benefits in terms of this Policy, all of the Insured Person's rights in respect of the Other Claims will be ceded automatically to the Company.
  - 12.3. A cession in terms of 12.1 or 12.2 will allow the Company to do all things necessary to claim against the other insurer or company and institute legal proceedings against that other insurer or company if the Other Claim is not paid.
  - 12.4. Without limiting any provision of this Policy or any legal obligation, the Insured Person must co-operate fully with the Company in relation to the Other Claim or legal proceedings including:
    - a) not doing anything to prejudice or limit the Company's rights;
    - b) giving the Company whatever information and documents it may require;
    - c) signing any document or affidavit that the Company may request to enable it to exercise its rights.
    - d) The Insured Person authorises the Company to contact its household insurers, medical insurers, other insurers or any liable third parties (airlines, cruise companies etc) regarding a contribution to a valid claim.
13. **Payment of Benefits** This Policy is between the Company and the Insured Person only and all of its provisions and conditions are for the sole and exclusive benefit of those parties. Nothing in this Policy, express or implied, is intended to confer upon any other person any rights 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. Receipt of benefits paid as follows will be a valid discharge of the Company's liability under this Policy:

- 13.1. For Emergency Medical and Related Expenses on an International Journey, the benefit will be paid to the provider of such
  - 13.2. Medical Expenses.
  - 13.3. With the exception of 13.1 above, this Policy cannot be ceded, assigned or in any way transferred to a third party. Benefits shall be payable at the discretion of the company only to the Insured Person or his legal representative.
14. **Public Conveyance Tickets** The Company has the right to utilise the Insured Person's Public Conveyance ticket to offset the Company's expenses. For the purpose of this clause Public Conveyance will include any Conveyance specified in the definition of Public Conveyance.
  15. **Republic of Botswana Law** This Policy will be governed by the laws of Botswana and its courts shall have exclusive jurisdiction to the exclusion of the courts of any other country.
  16. **Subrogation** The Company has the right to commence or take over legal proceedings in the Insured Person's name for the defence or settlement of any claim, or to sue or prosecute any other party to recover monies payable by them at law. The Insured Person must co-operate with the Company and do nothing to hinder the Company's rights.
  17. **Tax or Imposts** The onus will always be on the Insured Person to ensure, correctly admit and pay any tax liability in consideration of any benefit being paid that may incur tax or imposts of any nature.
  18. **Medical and Related Expenses** Except for Follow-up Treatment in Botswana under no circumstances will this policy provide an indemnity for Medical and Related Expenses which are incurred arise from or relate directly or indirectly to any Medical Treatment, advice or any other related medical services provided and or incurred in Botswana.

#### CLAIMS CONDITIONS

1. **Compliance** The Insured Person must follow the Company's advice or instruction otherwise the Company may decline to pay the whole or any part of the claim.
2. **Notification** If the Insured Person wants the Company to pay for any benefit in excess of BWP5,000, AIG Travel must be contacted and their prior written agreement must be obtained. If not approved by AIG Travel, the Company's liability could be limited to BWP5,000 for any one Insured Event.
3. **Legal action** If the Company denies liability for any claim and the Insured Person does not institute legal action and serve summons on the Company (or initiate arbitration proceedings if the Company has agreed to submit to arbitration) within 12 months after such repudiation, all benefits of such claim shall be forfeited.
4. **Notice of Claim and Proof of Loss**
  - 4.1 The Insured Person must give the Company notice in writing:
    - a) within 90 days of an Accident which may give rise to a claim under Section 2 of this Policy. Any benefit related to death will only be payable if the Company receives written notification of the death within 30 days. The Company shall have the right to have a post mortem examination of the body conducted.
    - b) within 30 days of any other Insured Event.
  - 4.2 The Insured Person must, at his own cost, provide whatever certificates, information and documented evidence ("Evidence") is required by the Company regarding the Insured Event.
5. **Recoveries** All recoveries net of the Company's actual recovery costs will be distributed firstly to the Company for all amounts paid and any remainder will be paid to the Insured Person.
6. **Fraudulent Claims** If the Policyholder or the Insured Person, or anyone acting on the Policyholder's or the Insured Person's behalf use any fraudulent means or devices to obtain any Benefit or the claim is in any respect fraudulent, then any amount payable in respect of such claim shall be forfeited as well as the Company being entitled to immediately cancel the Policy.
7. **General**
  - 7.1 The Insured Person shall submit to medical examination at the expense of the Company as often as shall be required in connection with any claim. Any report generated as a result of such examination shall be the property of the Company and shall be deemed to be confidential information of the Company.
  - 7.2 Medical Treatment shall be sought and followed promptly on the occurrence of an Injury or Illness and the Company shall not be liable for that part of any claim which in the opinion of a Medical Practitioner arises from the unreasonable or wilful neglect or failure of any Insured Person to seek and remain under the care of a qualified Medical Practitioner.
  - 7.3 All claims arising from criminal incidents are to be supported and accompanied by a certified police report.
  - 7.4 The due observance and fulfilment of the Policy insofar as it relates to anything being done or complied with by the Insured Person, shall be a condition precedent to liability to make any payment under this Policy.
  - 7.5 The Company shall have the right to access any current or prior medical records of the Insured Person in order to finalise and/or proceed with the assessment of a claim and/or render medical assistance. By virtue of this clause, the Insured Person shall be deemed to have given the Company written consent to access any of the Insured Person's current or prior medical records.
  - 7.6 No amount payable in terms of this Policy shall bear any interest.

## **CLAIMS PROCEDURES**

A completed claim form that has been signed by the Insured Person, copies of the airline ticket, the Travel Insurance Certificate and other items that may be necessary, are required on all claims together with the following documents for the different types of losses.

### Emergency Medical Expenses

- 1) Comprehensive medical report from treating doctor (Diagnosis)
- 2) Report from the local medical officer stating what treatment was received 12 months prior to the effective date of the insurance policy.
- 3) Proof of costs incurred in respect of medical expenses.
- 4) Detailed description of the event that lead you to seeking dental or medical treatment.

### Death and Permanent Total Disablement

- 1) Medical Reports.
- 2) Death Certificate indicating cause of death.
- 3) Inquest and post mortem reports.
- 4) Police Report if death is due to a motor accident. The police station and reference number if death is the subject of criminal investigation.
- 5) Claim Notification Period for this Section will be 90 days.

### Cancellation or Curtailment

- 1) Relevant Medical certificates or death certificates in the case of death.
- 2) Original air-tickets or Travel documents.
- 3) Proof of deposits not recoverable.
- 4) Police Reports in case of accidents or hijack.
- 5) Proof of material loss.
- 6) Report from the local medical officer stating what treatment was received 12 months prior to the effective date of the insurance policy for person that is the cause of the claim.

### Baggage Loss, Theft or Damage

- 1) Copy of the Airline Report / Property Irregularity Report (Written acknowledgment & liability for Airlines).
- 2) Copy of the Police/relevant authority report (Where accidental loss/theft/damage is not related to Airline).
- 3) Written settlement for Airlines.
- 4) Detailed description of missing belongings.
- 5) In respect of jewellery claims, original or certified copies of evaluation certificates issued prior to the commencement of the Insured Journey are required.
- 6) Receipts for new items where possible and replacement quotes for items claimed
- 7) A copy of the stamped pages of the passport reflecting departure and arrival dates
- 8) A Copy of ID

### Baggage Delay

- 1) Passenger/Property irregularity report from the transport provider must be submitted with any claim and the Company's liability is subject to it receiving original receipts for the essential expenses incurred.
- 2) Receipts for reasonable essential expenses purchased, to be submitted.

### Travel Delay

- 1) Letter from airline/s detailing reason for the delay.
- 2) Receipts for essential expenses to be submitted.

### Motor Hijack

- 1) Police Report and Case Number.

## **GENERAL EXCLUSIONS**

The Company will not be liable to pay any Benefit or cover any loss, injury, damage or legal liability sustained directly or indirectly by or caused by or arising directly or indirectly from:

1. War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, labour disturbances, riot, strike or lock-out, however, the Insured Person will continue to be entitled to be covered for 7 calendar days from the start of the hostilities in case he is surprised by such events abroad and insofar as he does not actively participate in them ; or
2. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
3. any Terrorist Act or bomb incident or threat thereof; or
4. travel in, to, or through Cuba or Iraq; or
5. any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons; or

6. the use, release or escape of nuclear materials that directly or indirectly results in ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear weapons materials. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission; or
7. the dispersal or application of pathogenic or poisonous biological or chemical materials; or
8. being in active service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation; or
9. engaging in occupational activities underground or requiring the use of explosives; or
10. wilful or deliberate exposure to danger (except in an attempt to save human life), intentional self inflicted injury, suicide or attempt thereat; or
11. deliberate violation of criminal law; or
12. travelling by air or acting as part of an aircraft crew, except where the Insured Person is travelling as a fare-paying passenger on an aircraft that belongs to an airline company duly registered for the transport of fare-paying passengers on regular and published scheduled routes; or
13. mental disorders including, but not limited to anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism; or
14. pregnancy or childbirth of the Insured Person (except for an unexpected medical complication or emergency occurring during the first 26 weeks of the pregnancy); or
15. sexually transmitted diseases and the conditions commonly known as AIDS or HIV and/or any related illness or condition including derivatives or variations thereof, howsoever, acquired or caused; or
16. chronic fatigue syndrome or myalgic encephalomyelitis (M.E.) (anticardiolipin antibody positivity) or the Illness commonly referred to as yuppie flu; or
17. non-adherence or travelling against medical advice or travelling when unfit to do so; or
18.
  - a. an Insured Person being under the influence of alcohol with more than the legal limit of alcohol in his blood or breath; or
  - b. an Insured Person being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a Medical Practitioner or unless prescribed by and taken in accordance with the directions of a Medical Practitioner; or
  - c. an Accident occurring whilst an Insured Person was driving a motor vehicle with more than the legal limit of alcohol in his blood or breath; or
  - d. alcohol abuse, alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind; or
19.
  - a. any Pre-existing Medical Condition; or
  - b. any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that can reasonably be related thereto, if the Insured Person has received medical advice or treatment (including medication) for hypertension 12 months prior to the commencement of the Insured Journey; or
20. any condition known to the Insured Person prior to the Effective Date of Coverage, where the Insured Person:
  - a. is on the waiting list for Medical Treatment; or
  - b. is travelling for the purpose of obtaining Medical Treatment (even if this is not the sole reason for the Insured Journey); or
  - c. has received a terminal prognosis; or
  - d. has been recommended to continue or to commence any Medical Treatment or medication after the Effective Date of Coverage; or
21. in respect of an Insured Person on reaching 70 years of age or older, any cardiac or cardio vascular or vascular or cerebro vascular illness or conditions or sequelae thereof or complications that can reasonably be related thereto; or
22. employment involving Manual Labour ; or
23. undertaking employment on a permanent or contract basis which is not casual; or
24. participating in any sport as a Professional Player; or
25. any Hazardous Pursuits not listed in the Sports and Hazardous Pursuits Activities Section; or
26. Any claim arising from using a two-wheeled motor vehicle where the engine capacity exceeds 200cc and/or is under control of an unlicensed driver and/or where a crash helmet is not worn
27. Consequential loss of any kind or financial loss and/or expense not otherwise specifically covered; or
28. any claim arising from the tour operator, airline (unless the cover includes Section 11 ) or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to the Insured Person; or
29. The Insured Person's intention to emigrate. We will however cover you for Emergency Medical and Related expenses (Section 1) for the first 31 consecutive days after your arrival in your new country of residence. This is only applicable to any Emergency Medical and Related expenses claims that would normally have been paid by a Medical Aid Company had such an event happened in Botswana.
30. Any search and rescue costs; or
31. For any expenses that you would normally incur regarding your trip; or
32. Being a crew member on a ship.



If the Company alleges that by reason of any of the above exclusions, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured Person.

#### **TERRORISM EXTENSION**

General Exclusions 2 and 3 do not apply to Section 1, 2A and 2B as reflected on the Schedule of Benefits

**PLEASE NOTE THE SECTIONS LISTED BELOW ARE ONLY APPLICABLE IF LISTED IN THE INSURED PERSON'S SCHEDULE OF BENEFITS FOR THE RELEVANT PLAN THAT THE INSURED PERSON IS COVERED FOR.**

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

##### **SECTION 1A – EMERGENCY MEDICAL EXPENSES**

If an Insured Person whilst travelling on an International Journey, incurs emergency Medical Expenses as a result of Illness or Injury, the Company will pay for those expenses.

##### **SECTION 1B - DENTAL EXPENSES**

The Company will pay for emergency dental treatment to restore dental function or alleviate pain provided by a registered and legally qualified dentist. Where dentistry to restore dental function or alleviate pain is required as a result of Illness or Injury whilst on an International Journey, these expenses will form part of the benefit amount as stated in the Schedule of Benefits.

##### **SECTION 1C - OPTICAL EXPENSES**

The Company will pay for emergency optical treatment provided by a Medical Practitioner or optician. Where optical treatment is required as a result of Illness or Injury whilst on an International Journey, these expenses will form part of the benefit amount as stated in the Schedule of Benefits.

##### **SECTION 1D - FOLLOW UP TREATMENT IN BOTSWANA**

1. If an Insured Person incurs Follow up Treatment in Botswana for an Insured Event covered under Section 1A, 1C, 1D which was first treated on an Insured Journey, the Company will pay the Insured Person for those expenses provided such Medical Expenses are incurred within 30 days of his return to the Point of Departure and provided such expenses are not recoverable by or on his behalf from any other source.
2. If an Insured Person incurs Follow up Treatment in Botswana for Malaria within 30 days of his return to the Point of Departure and such infection is as a direct result of an Insured Journey, regardless of whether the illness was first diagnosed or treated under Section 1A, the Company will pay those expenses provided such expenses are not recoverable by or on his behalf from any other source.

##### **SECTION 1E and SECTION 1F - MEDICAL EVACUATION, REPATRIATION OR TRANSPORT TO MEDICAL CENTRE EXPENSES**

Subject to Specific Condition 1 if an Insured Person suffers an Illness or Injury covered under Section 1A that necessitates emergency transportation, the Company will:

1. transfer the Insured Person to another location to obtain necessary Medical Treatment; and/or
2. repatriate the Insured Person to his Point of Departure; and/or
3. pay for the cost of the required service including the necessary accompanying medical staff.

##### **SECTION 1E and SECTION 1F – SPECIFIC CONDITIONS**

1. If the Insured Person wants the Company to pay for emergency transportation, AIG Travel must be contacted and their prior written agreement obtained.
2. The Company will decide where and how to move the Insured Person depending on the medical advice received.
3. The Company will use the Insured Person's return ticket towards their costs if he is returned to his Point of Departure.

##### **SECTION 1 – SPECIFIC CONDITIONS**

1. Medical Expenses as a result of emergency dental treatment are limited to dentistry received within 30 days of the Accident.
2. Medical and Related Expenses shall only be paid until such time as a Medical Practitioner appointed by the Company decides that an Insured Person is capable of being repatriated. If the Insured Person is capable of being repatriated and elects not to return to the Point of Departure, all expenses incurred in respect of the occurrence will be for the Insured Person's own account.

## SECTION 1 – SPECIFIC EXCLUSIONS

The Company will not pay for any medical expenses:

1. incurred for continuing treatment, including any medication commenced prior to the commencement date of the Insured Journey, which the Insured Person has been advised to continue whilst on an Insured Journey; or
2. incurred due to investigatory treatment that is not specified by a Medical Practitioner as immediately necessary; or
3. for fillings or crowns of precious metal; or
4. for any procedures relating to dental or oral hygiene; or
5. for specialist Medical Treatment without referral from a Medical Practitioner; or
6. relating to contraceptive devices, prosthetic devices, medical appliances or artificial aids; or
7. for preventative treatment, including but not limited to any vaccination and/or immunisation; or
8. in excess of BWPBWP1,000 for either physiotherapy or chiropractic treatment, unless confined to a Hospital.

## SPECIFIC CONDITION

1. The Insured Person must be hospitalised as an in-patient for more than 48 hours.

## SECTION 2 - PERSONAL ACCIDENT

### SECTION 2A – DEATH AND PERMANENT TOTAL DISABLEMENT - 24 HOUR COVER

If an Insured Person sustains an Injury resulting in an Insured Event described in the Table of Benefits below, the Company will pay the Insured Person or his legal representative the compensation as stated in the Table of Benefits below to the limits stated in the Schedule of Benefits.

If an Insured Person disappears and after 24 consecutive calendar months it is reasonable for the Company to believe that he may have died due to an Injury, the Company will pay the benefit subject to receipt of a signed undertaking by his Beneficiary that such compensation shall be refunded if it is later demonstrated that he did not die as a result of an Injury. This written undertaking will be required at the point where this benefit becomes payable.

Cover applies any time during the period of an Insured Journey other than when covered under Section 2B.

### SECTION 2B – DEATH AND PERMANENT TOTAL DISABLEMENT - PUBLIC CONVEYANCE COVER - AIR ONLY

If an Insured Person sustains an Injury resulting in an Insured Event described in the Table of Benefits below, the Company will pay the Insured Person or his legal representative the compensation as stated in the Table of Benefits below to the limits stated in the Schedule of Benefits.

Cover applies if an Insured Person sustains Injury any time during the period of an Insured Journey while riding in or upon, boarding or alighting from any Public Conveyance being used as a means of air transportation.

TABLE OF BENEFITS

INSURED EVENT	COMPENSATION EXPRESSED AS A PERCENTAGE OF THE SUM INSURED
<b>1. Death</b>	
a. As a result of an Accident	100%
b. Disappearance	100%
c. Death as a direct result of exposure to the elements of nature as a direct result of an Accident	100%
<b>2. Permanent Total Disablement</b>	
a. As a result of an Accident	100%
b. Permanent Total Disablement as a direct result of exposure to the elements of nature as a direct result of an Accident	100%

## SECTION 2 - SPECIFIC CONDITIONS

1. The Company will not pay for any benefit in respect of:
  - (a) Permanent Total Disablement except on submission of satisfactory proof to the Company that the disablement will in all probability continue for the remainder of an Insured Person's life;
  - (b) more than 100% of the sum insured when more than one Injury arises from the same Accident;
  - (c) more than one category for more than 100% of the sum insured. The benefit payable will be the highest in the appropriate category.
2. If the Insured Person sustains Permanent Total Disablement and the claim in relation to that disability is admitted and accepted, the benefit will be paid and all cover under this Section 2A in respect of such Insured Person shall cease.

3. The diagnosis and determination of Permanent Total Disablement must be made and documented by a Medical Practitioner and must be continuous and permanent for at least 12 consecutive months from the onset of the disablement.
4. If the Insured Person's existing ailment, infirmity or other abnormal physical or mental condition is aggravated by an Accident, the Benefit amount will be determined by the degree of the deterioration of the existing ailment after the Accident and the Benefit will be paid accordingly. The degree of ailment, infirmity or other abnormal physical or mental condition before the Accident will be determined by medical evidence.
5. If the consequences of an Accident are aggravated owing to an Insured Person's existing ailment, infirmity or other abnormal physical or mental condition, determination of the benefit will be based on the consequences the Accident would have had, had such defects not existed. The foregoing shall not apply, however, if such circumstances are a consequence of an earlier Accident to the Insured Person, for which benefit has been or will be paid under this Policy.
6. If an Insured Person dies of natural causes prior to the final disablement assessment relating to an Insured Event, the Company will pay what reasonably would have had to be paid for such permanent disability in accordance with Specific Condition 1(b) above.
7. In the event of death of Children, the benefit payable will be subject to the amount legislated by law at the time of the death.
8. Children are excluded from any benefit for occupational disability under Permanent Total Disablement.

### **SECTION 2 – SPECIFIC EXCLUSION**

The Company will not be liable to pay any benefit under this section in respect of any Insured Person for any Insured Event caused by or arising directly or indirectly from any type of Illness, or bacterial infection, except that this exclusion shall not apply to medically acquired infections or blood poisoning, including pyogenic infections, which may result from an accidental cut or wound.

### **SECTION 3 – AIG TRAVEL**

#### **SECTION 3A - ASSISTANCE SERVICES**

An Insured Person is entitled to the worldwide services of AIG Travel. In the event of a medical or other emergency, the Insured Person must call the AIG Travel number shown on the Emergency Travel Card which has been supplied to the Insured Person and which should be carried by all Insured Persons during an Insured Journey.

AIG Travel arranges access to the following services -, subject to the Policy terms and conditions:

1. **Cash Assistance** If as a result of Theft, loss, Illness or Injury the Insured Person requires funds to pay for travel or accommodation, AIG Travel will advise him or his representative on how to obtain additional funds. AIG Travel will charge an administration fee for this advice.
2. **Consular Referral** Wherever possible AIG Travel will provide an Insured Person with the details of the representative of the relevant consulate.
3. **Emergency Travel and Accommodation Arrangements** Wherever possible AIG Travel will provide an Insured Person all reasonable, possible and practical assistance in arranging emergency alternative transportation and accommodation.
4. **Transmission of Urgent Messages** AIG Travel will transmit urgent (personal) messages on behalf of or to an Insured Person in the event of travel delay, Illness or Injury.
5. **Lost Passport Assistance** Should an Insured Person lose their passport, AIG Travel will help them make alternative arrangements.

#### **SECTION 3B - LEGAL ASSISTANCE ABROAD**

If the Insured Person is imprisoned or threatened with imprisonment, the Company will help him find a lawyer and will pay the Insured Person for the legal expenses paid to a lawyer.

#### **SECTION 3B – SPECIFIC CONDITIONS**

1. The Company shall have complete control over the legal proceedings.
2. The lawyer nominated by the Company must be qualified to practice in the court of the country where the event, giving rise to the claim, occurred or where the Insured Person is resident. The Insured Person, acting reasonably, does not have to accept the lawyer nominated by the Company. If the Insured Person does not agree with the Company regarding the suitability of the lawyer, the Company will ask the ruling body for lawyers in that country to nominate another lawyer. In the interim the Company may appoint a lawyer to protect the Insured Person's interests.
3. If an award or compensation is made and payment is received by the Insured Person or a lawyer instructed on his behalf, then all sums advanced or paid by the Company shall be refunded to the Company.
4. The Insured Person must notify the Company as soon as possible of any incident which may give rise to a claim but in any event not later than 48 hours after the incident.

### **SECTION 3B – SPECIFIC EXCLUSIONS**

The Company will not pay for costs or expenses:

1. incurred without prior authorisation by AIG Travel; or
2. in respect of the pursuit of a claim against the Company, AIG Travel, a travel agent, tour operator or conveyance carrier; or
3. incurred as a result of actions between Insured Persons, or actions pursued in order to obtain satisfaction of a judgement or legally binding decision; or
4. in respect of claims caused by any member of the Insured Person's family or household.

### **SECTION 5 - CANCELLATION OR CURTAILMENT**

#### **SECTION 5A – CANCELLATION**

The Company will reimburse the non-refundable portion of travel costs and/or accommodation costs paid by the Insured Person following necessary cancellation of an Insured Journey; or; any flight penalties due to a necessary Postponement of an Insured Journey; prior to departure due to:

1. The Insured Person's unexpected death, Illness or Injury or the unexpected death, Illness or Injury of his Spouse, Business Associate, Children, the person with whom he had intended to stay abroad, a Relative or Travel Companion as deemed necessary by a Medical Practitioner.
2. Non availability of the person that is in charge of the Insured Person's minor or disabled Children due to such person's unexpected death, Illness or Injury within 30 days prior to the date of the Insured Journey.
3. Cancellation or diversion of scheduled Public Conveyance services, including by reason of strikes or other industrial action, unless there was media warning before the date the particular Insured Journey was booked that such events were likely to occur; or
4. Serious or considerable accidental material damage to immovable property owned by the Insured Person caused within 30 days of the intended date of departure. The cause of such damage must be unintentional, not as a direct result of any action of the Insured Person and require him to cancel the Insured Journey for the safeguarding of his interests.
5. A Traumatic Event occurring within 30 days of the date of departure to the Insured Person, his Spouse, Children or the person abroad with whom he intended to stay, a Relative or Business Associate where medical advice has been sought and he has been advised not to travel.
6. Loss or Theft of travel documents (travel tickets, passports and visas).

#### **SECTION 5B – CURTAILMENT**

The Company will reimburse the Insured Person the non-refundable unused portion of travel costs or accommodation costs ( including any flight penalties incurred) as a result of the curtailment of an Insured Journey; or; additional accommodation and/or travel expenses (three star accommodation and economy class travel costs excluding telephone costs, meals and beverages) following necessary Postponement of the return flight of an Insured Journey due to:

1. his unexpected death, Illness or Injury or the unexpected death, Illness or Injury of his Spouse, Business Associate, Children, the person with whom he had intended to stay abroad, a Relative or Travel Companion as deemed necessary by a Medical Practitioner.
2. cancellation or diversion of scheduled Public Conveyance services, including by reason of strikes or other industrial action, unless there was media warning before the date the particular Insured Journey was booked that such events were likely to occur.
3. Loss or Theft of travel documents (travel tickets, passports and visas).

#### **SECTION 5 – SPECIFIC CONDITION**

It is a condition that should the Insured Person need to return to the Point of Departure for any reason, AIG Travel must be contacted beforehand to make the travel arrangements.

#### **SECTION 5 - SPECIFIC EXCLUSIONS**

The Company will not pay for any expenses arising directly or indirectly out of:

1. financial circumstances or insolvency; or
2. the Insured Person not being in possession of the required or valid or correct travel documents or visas; or
3. any business or employment commitment or financial or contractual obligation of the Insured Person or any other person on whom the Insured Journey depends; or
4. any change of plans or disinclination on the part of the Insured Person or any other person to travel on an Insured Journey; or
5. the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or travel; or
6. defective or bad condition of the Private Motor Vehicle planned to be used for the Insured Journey; or
7. lock-out or prohibitive regulation by the court of any country; or
8. adverse weather conditions including cyclones, tornadoes, floods, typhoons, blizzards or other natural disasters at the destination.
9. pregnancy or childbirth where the pregnancy would have been more than 26 weeks at the beginning of the trip (unless the pregnancy was confirmed after the date your travel tickets or confirmation of booking were issued or in

the case of a Frequent Flyer policy, the start date of your policy) and cancellation or curtailment is confirmed medically necessary.

## **SECTION 6 – BAGGAGE, MONEY, CREDIT CARDS ,TRAVELLERS CHEQUES AND BAGGAGE DELAY**

### **SECTION 6A - BAGGAGE, MONEY ,CREDIT CARDS & TRAVELLERS CHEQUES**

1. **Baggage** The Company may choose to replace, repair or pay for the loss, in cash, as a result of the Accidental Loss, Theft or Damage to the Insured Person's accompanying Baggage, including suitcases, trunks, hand baggage as well as their contents, portable business equipment (including computers, cellular phones), business property (including trade samples, business papers, specifications, manuscripts and stationery for the cost of reproducing such documents but not for the research and development costs) that occurred during the Insured Journey. The Baggage, Personal Effects and business property must be owned by and accompany the Insured Person.
2. **Money** The Company will pay for the Insured Person's loss of cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments as a result of Theft during an Insured Journey. In respect of money secured for the purpose of the Insured Journey, cover shall commence at the time of collection from the bank or 72 hours prior to the start of the Insured Journey, whichever occurs first, and shall continue for 72 hours after termination of the Insured Journey or until deposited at the bank, whichever occurs first.
3. **Credit Card & Travellers Cheques Replacement** The Company will pay the non-recoverable cost of replacing the Insured Person's credit cards or travellers cheques as a result of Theft.

### **SECTION 6B - BAGGAGE DELAY**

The Company will reimburse the Insured Person for reasonable essential expenses incurred, for the emergency replacement of essential items if his baggage is delayed, misdirected or temporarily misplaced by a carrier. The baggage delay must exceed the Excess.

### **SECTION 6 – SPECIFIC CONDITIONS**

1. The maximum amount the Company will pay is the amount stated in the Schedule of Benefits, unless otherwise specified in the Specific Conditions relating to this section.
2. To account for wear and tear the Company will pay a maximum of 75% of the replacement value for items purchased more than 12 months prior to the Insured Journey, decreasing thereafter at 10% per year from date of purchase.
3. The basis of settlement for items purchased within the 12 months prior to the Insured Journey or whilst on the Insured Journey will be the replacement value of items determined at the Company's discretion.
4. There is a single item limit of 25% of the Sum Insured for any Baggage.
5. The Insured Person shall, in respect of property, Personal Effects, travel documents, money and credit cards which may become the subject of a claim:
  - (a) exercise all reasonable care for the safety, security and supervision thereof at all times and must not leave property unattended in a public place or in any unlocked vehicle, room or building;
  - (b) endeavour to minimise any loss;
  - (c) not abandon any property.
6. It is a condition of payment that loss or damage attributable to Theft, vandalism or loss or damage by carriers be reported to the local police or appropriate authority as soon as possible after discovery of the loss and that a written acknowledgement of the report be obtained.
7. A camera and/or video camera, its lenses and accessories shall be regarded as one item.
8. Sports equipment sets shall be deemed to be one item.
9. The repair or replacement cost of a cellular phone and any fittings or accessories (all deemed to be a single item) shall be limited to BWP750 per Insured Person.
10. A laptop, palmtop, notebook or similar personal computer, and any fittings or accessories including discs/storage mechanisms/carry cases, shall be deemed to be a single item and the repair or replacement cost shall be limited to BWP5,000 per Insured Person.
11. In respect of jewellery claims, original or certified copies of valuation certificates issued prior to the commencement of the Insured Journey are required. This condition is applicable to all jewellery including gifts and inherited items.
12. Contact lenses, prescription spectacles or sunglasses are limited to a maximum of BWP500 per pair over and above any applicable Excess.
13. Any loss of credit cards, travellers cheques or travel documents must be reported within 24 hours to the issuing authority and the appropriate cancellation measures taken. The onus will be on the Insured Person to prove that the Company was not prejudiced in any way by late reporting.
14. Cash, documents and/or jewellery must be carried on the Insured Person or lodged in safety deposit at the time of loss.
15. Reasonable measures to save and recover baggage must have been taken by any Insured Person.

### **In respect of Baggage Delay**

16. Confiscation or requisition by customs or other government authority cannot form the basis of a claim for loss or expenses.
17. Claims in respect of essential clothing or requisites purchased as a result of delayed baggage will only be considered if items have been purchased within 4 days after the actual arrival time at the intended destination.
18. If baggage appears to be delayed or lost at the destination airport, the Insured Person must formally notify the relevant carrier airline immediately.

### **SECTION 6 – SPECIFIC EXCLUSIONS**

The Company will not be liable for:

1. damage or loss arising from electrical or mechanical breakdown of any item; or
2. damage to or replacement of any electronic data or software; or
3. scratching or breakage of fragile or brittle items; or
4. damage or loss arising from normal wear and tear, decay, gradually deteriorating cause, atmospheric or climate conditions or a defective feature of the object itself, destruction by moth or vermin, mould or fungus, insects, rodents, any process of cleaning, ironing, pressing, repairing, restoring or alteration; or
5. Baggage, Personal Effects, business property, travel documents or money shipped under any freight agreement, unaccompanied Baggage or items sent by postal or courier services or given to someone else other than a Travel Companion; or
6. loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities or shortages due to errors, omissions or depreciation value; or
7. loss of or damage to bonds, stamps, negotiable instruments, deeds, securities or any kind of bullion; or
8. personal computers, cellular phones, camera, video camera or any other electronic equipment:
  - a) where Theft or attempted Theft occurs while such equipment is unattended.
  - b) unless carried by an Insured Person as personal cabin luggage; or
9. contractual obligations in relation to a cellular phone purchase; or
10. any goods intended for sale or trade; or
11. household furniture and household appliances, non-portable property unless acquired during the Insured Journey for personal use; or
12. Accidental Loss of sports equipment and tools and/or Damage to sports equipment and tools whilst in use.

### **SECTION 7 - TRAVEL DELAY AND MISSED CONNECTION**

#### **SECTION 7A – TRAVEL DELAY**

The Company will reimburse the Insured Person for reasonable essential expenses incurred in respect of hotel accommodation, restaurant meals or refreshments if not provided or compensated by the carrier or any third party following unforeseen travel delay resulting from:

1. Accidental Loss or Theft of travel documents (travel tickets, passports and visas).
2. An Accident or mechanical/electrical breakdown involving the transport in which he arranged to travel or was travelling for the purpose of reaching the Point of Departure and/or departure point from which he had intended commencing an onward journey.
3. Delay of a scheduled departure of a Public Conveyance due to:
  - a) industrial dispute, strike or action; or
  - b) adverse weather conditions including cyclones, tornados, floods, typhoons, blizzards, or natural disasters in the country to or through which he is travelling; or
  - c) mechanical/electrical breakdown; or
  - d) Public Conveyance services failure.

#### **SECTION 7A – SPECIFIC CONDITION**

The travel delay must exceed the Excess.

#### **SECTION 7A – SPECIFIC EXCLUSIONS**

The Company will not pay for expenses incurred:

1. where comparable alternative onward transportation has been made available to the Insured Person within the Excess after the scheduled departure time of a booked flight or within the Excess after an actual flight arrival (in the case of a connecting flight); or
2. where the Insured Person fails to check in according to the itinerary supplied, unless such failure was due to a strike or industrial action; or
3. where the delay is due to industrial dispute, strike or action which existed or for which advance notice had been given on or before the date on which the Insured Journey commenced; or
4. where the delay is due to the withdrawal from service temporarily or permanently of any Public Conveyance on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country in which advance notice had been given on or before the date on which the Insured Journey commenced; or
5. for carrier caused delays where the cost of expenses is recoverable from the carrier.

## **SECTION 8 - PERSONAL LIABILITY**

The Company will pay all damages, compensation and legal expenses for which the Insured Person becomes legally liable as a result of his actions causing:

1. Injury, including resultant death, of another person;
2. loss of or damage to property.

## **SECTION 8 – SPECIFIC CONDITIONS**

1. It is a condition of payment that the Insured Person not admit fault or liability to any other person without the Company's prior written consent.
2. No offer, promise, payment or indemnity may be made by the Insured Person without the Company's prior written consent.
3. The Insured Person must give the Company written notice with full particulars of an event that may give rise to a claim within 30 days of the conclusion of an Insured Journey.
4. Every letter, writ, summons and process must be forwarded to the Company as soon as possible.
5. The Company is entitled to take over the defence and settlement of claim in the name of the Insured Person for the Company's benefit. The Company shall have full discretion in the conduct of any proceedings and settlement of the claim.
6. The Company may at any time pay the Insured Person the amount for which a claim can be settled less any damages already paid. The Company will then be under no further liability other than for costs and expenses incurred prior to making such payment.
7. No indemnity will be provided for legal liability arising from Injury or loss as a result of any wilful or malicious act of the Insured Person.

## **SECTION 8 – SPECIFIC EXCLUSIONS**

The Company will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

1. Injury to the Insured Person or to any member of his family ordinarily residing with him; or
2. Injury to the Insured Person or his employees arising out of or in the course of employment; or
3. loss of or damage to property owned by or in control of the Insured Person or any member of his family ordinarily residing with him; or
4. the ownership, possession or use by or on behalf of the Insured Person 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) or animals; or
5. loss of or damage to property or Injury arising out of the Insured Person's profession, business or trade, or out of professional advice given by him; or
6. any contract unless such liability would have arisen in the absence of that contract; or
7. judgements which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within the Republic of Botswana or the country in which the event occurred giving rise to the Insured Person's liability; or
8. any claim for fines, penalties, punitive, exemplary, aggravated or vindictive damages.

## **SECTION 9 – HIJACK, KIDNAP AND WRONGFUL DETENTION**

### **SECTION 9A - HIJACK OF A PUBLIC CONVEYANCE**

The Company will pay the benefit in the Schedule of Benefits in the event of the unlawful seizure or wrongful exercise of control of a Public Conveyance in which the Insured Person is travelling (including the crew thereof) provided that such seizure or wrongful control continues for a period of time greater than 12 hours.

### **SECTION 9B – KIDNAP AND WRONGFUL DETENTION**

The Company will indemnify the Insured Person for Covered Losses should any of the following Insured Events happen to an Insured Person during the Insured Journey within the Territorial Limits:

1. Kidnapping or alleged Kidnapping of an Insured Person; or
2. Wrongful Detention.

## **COVERED LOSSES**

The Company will indemnify the Insured Person for the following covered losses:

1. Reasonable fees and expenses of Clayton Consultants incurred as a direct result of and in relation to an Insured Event covered under this section.
2. Any reasonable and necessary expenses incurred and paid by the Insured Person solely and directly as a result of an Insured Event covered under this section, in respect of:
  - (a) The amount paid by the Insured Person as reward to an Informant for information relevant to such Insured Event;
  - (b) Reasonable costs of Insured Journey and accommodations as follows:

- (i) costs incurred by the Insured Person while attempting to negotiate an incident covered under such Insured Event;
  - (ii) travel costs of a Victim to join their immediate family upon their release, and the travel costs of an employee to replace the Victim;
  - (c) Rest and rehabilitation expenses, including travel and lodging of the Victim and the Victim's Spouse and/or Children;
  - (d) Reasonable and necessary fees and expenses of a qualified interpreter assisting the Insured Person as a result of and during such an Insured Event;
  - (e) The Insured Person's salary for the duration of the kidnapping, which shall mean the amount of remuneration previously paid by the employer at an annual rate including but not limited to bonuses, commissions, cost of living adjustments or foreign tax reimbursements the Insured Person would normally receive, contributions to pension and benefit programmes (at the level in effect on the date of Kidnapping) which the employer continues to pay, on behalf of the Insured Person for the duration of the Kidnapping. The salary will be paid until the earliest of the following:
    - (i) up to 30 Days after the release of the Insured Person, if the Insured Person has not yet returned to work; or
    - (ii) discovery of the death of the Insured Person; or
    - (iii) 120 Days after the Company receives the last credible evidence that the Insured Person is still alive; or
    - (iv) 60 months after the date of the Kidnapping.
3. The amount of remuneration, paid by the employer at an annual rate, of an individual newly hired to conduct the specific duties of an Insured Person while he is absent due to a Kidnapping for as long as the Insured Person's own salary is covered.

#### **TERRITORIAL LIMITS**

This cover applies to incidents anywhere in the world except for:

- (a) Angola, Brazil, Colombia, Mexico, Nigeria, Philippines, Somalia and Venezuela; and
- (b) any other country where the British Foreign and Commonwealth Office and/or the Botswana Ministry of Foreign Affairs has issued a travel warning; and
- (c) any other country in which the United Nations Armed Forces are present and active.

#### **SECTION 9B – SPECIFIC EXCLUSIONS**

The Company will not be liable for loss caused by or resulting either directly or indirectly from or involving:

1. The fraudulent, dishonest or criminal acts of the Insured Person or any person authorised by the Insured Person to have custody of ransom monies. This exclusion will not apply to the payment of ransom monies by the Insured Person in a situation where local authorities have declared such payment illegal.
2. Monies or property surrendered away from the Insured Person's premises in any face-to-face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay a demand for ransom monies previously communicated to the Insured Person.
3. Monies or property surrendered on the Insured Person's premises unless brought to the premises after receipt of a demand for ransom monies for the purpose of paying that demand.
4. Actual loss of or damage to property of any description, including intellectual property, as a result of an Insured Event. This exclusion does not apply to in-transit/delivery loss of ransom monies as described under Covered Losses 2.
5. Any loss from Kidnap if the Insured Person is permanently residing or is staying for more than 90 consecutive Days in the country where the event occurs.
6. Any violation of the laws of the host country by the Insured Person or failure to maintain and possess duly authorised and required documents and visas.
7. Failure of the Insured Person to evacuate from the host country within 10 Days after the issuance of an advisory or travel to country/ies after an advisory has been issued.
8. The Insured Person taking part in the operations of any governmental organisation, official law enforcement or military force.

#### **SECTION 9B – SPECIFIC CONDITIONS**

1. **Confidentiality** The policyholder and the Insured Person/s will use all reasonable efforts not to disclose the existence of the cover provided by this section or any other insurance policy.
2. **Limits of Liability** For each Covered Loss the maximum limit and aggregate limit of the Company's liability will not exceed the Sum Insured/s stated in the Schedule of Benefits and schedule by reason of any one event, except where stated to the contrary. All Covered Losses will be deemed to have been incurred during the policy period in which the event occurred.
3. **Due Diligence** The Insured Person/s will use due diligence and do and concur in doing all things reasonably practical to avoid or diminish any loss/es insured under this section.
4. **Other Insurance** The insurance provided under this section will be in excess over any other valid and collectable bond or insurance.



5. **Statement of Loss** The Insured Person will file a detailed, sworn statement of loss with the Company as soon as possible after the Insured Event.
6. **Non-employee Directors** Notwithstanding the provisions of Maximum Amount Payable, in the event that the Insured Person is a non-employee director and is insured under any other similar policy or policies issued by the Company (or by any other member or affiliated insurance company of AIG) and a loss involving that director is reported under this Section 8B and under one or more such other policies, then the Company's aggregate liability (including that of any of the Company's other member company/ies) for each loss will not be cumulative and will not exceed the highest limits of liability applicable to each loss under any one of the policies.
7. **Non-assignment** This section or any claim paid out in terms of this section may not be assigned or transferred.
8. **Assistance and Co-operation** The Insured Person/s will co-operate with the Company in all matters relating to this insurance. This may include attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in achieving settlements, and in conducting litigation, arbitration or other proceedings.
9. **Inspection and Audit** The Company may examine and audit the Insured Person's business documents relating to the subject matter of this insurance until three years after this policy has expired or has been cancelled. Any premium due for exposures, which exists but was not reported, will be determined by the Company's audit.
10. **Recoveries** In the event of any payment under this section, all recoveries, net of the Company's actual recovery costs, will be distributed firstly to the Company for all amounts paid by the Company under this Section 8B and any remainder will be paid to the Insured Person.
11. **Changes** Notice to any of the Company's representatives or knowledge possessed by any representative or by any person will not create a waiver or a change in any part of this section or stop the Company from asserting any right under the terms of this section, nor will the terms of this section be waived or changed unless agreed to in writing by the Company.
12. **Notices** Except as indicated to the contrary, all notices, applications, demands or requests provided for in this section will be in writing and will be given to or made upon either party at its address shown in the policy.

<b>Section</b>	<b>The Schedule of Compensation applicable under each Section of this Policy for each Insured Person during each Period of Travel.</b>	
	Cover	<b>Benefit (BWP)</b>
<b>1.</b>	<b>MEDICAL EXPENSES</b>	
1A.	Medical Expenses	2,000,000
1B.	Dental Expenses	3,650
1C.	Optical Expenses	3,650
1D.	Follow-up treatment in Country of Residence	15,000
1E.	Medical Evacuation Expenses	300,000
1F.	Repatriation of Mortal Remains/Burial Expenses	200,000
1G.	Coffin Expense	10,000
1H.	Accompanying Family Member	15,000
	Deductible for out-patient treatment	1,000
<b>2.</b>	<b>PERSONAL ACCIDENT</b>	
2A.	Death, Disability or Injury	500,000
2B.	Spouse Accidental Death Cover	25,000
2C.	Education Fund Supplement - Per child	2,614.00
<b>3.</b>	<b>TRAVEL GUARD</b>	
3A.	Assistance Services	
3B.	Premature return in case of death or imminent death of a Relative of Business Associate	15,000
3C.	Legal Assistance	15,000
<b>4.</b>	<b>ALTERNATIVE EMPLOYEE OR RESUMPTION OF ASSIGNMENT EXPENSES</b>	
4.	Alternative Employee or resumption of assignment expenses.	25,000
<b>5</b>	<b>TRIP CANCELLATION AND CURTAILMENT</b>	
5A.	Lost Deposits	20,000
5B.	Cancellation or Curtailment	20,000
	Deductible	1,000
<b>6.</b>	<b>LUGGAGE, TRADE SAMPLES, PERSONAL EFFECTS, TRAVEL DOCUMENTS, MONEY AND CREDIT CARDS</b>	
6A	Luggage, Trade Sample, Personal Effects	
	Loss or theft	20,000
	Deductible	1,000
	Travel Documents, Money and Credit Cards	
	Loss or theft	5,000
	Deductible	1,000
6B	Luggage Delay	2,000
	Deductible	6 hours
<b>7.</b>	<b>TRAVEL DELAY</b>	
7A.	<b>Travel Delay</b>	1,000
	Deductible	4 hours
<b>8.</b>	<b>PERSONAL LIABILITY</b>	
8A.	Bodily Damage	2,000,000

8B.	Material Damage	2,000,000
	Deductible	1,500
8C.	Per event Limit – Bodily and Material Damage	2,500,000
<b>9.</b>	<b>HIJACK, KIDNAP AND WRONGFUL DETENTION</b>	
9A.	Hi-jack	10,000
9B.	Kidnap and Wrongful Detention	750,000
	<b>Overall Accumulation limit</b>	2,000,000