

MauBank Ltd

Visa Gold Credit Card - Travel Insurance



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[Terms & Conditions](#)



**LINKHAM
SERVICES**

VISA GOLD CREDIT CARD

The insurance is underwritten by SWAN GENERAL LTD.

This document is not an insurance contract but summarises an insurance policy which provides insurance benefits and coverage held for the benefit of MauBank Ltd Visa Gold Credit Cardholders for the benefits listed below.

You shall be covered under this policy if you use your Visa Gold Credit Card to pay at least 50% of the total value of all tickets for your travel*.

This policy automatically covers cardholders of Visa Gold Credit Card, his/her spouse and children under 19 years (under 24 years if in full-time education) and travelling together with the main cardholder.

This policy contains details of what **you** are covered for along with conditions and exclusions relating to each **insured person** as well as information on how **we** will deal with **your** claim.

Please read this policy carefully before **you** travel.

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FOR EMERGENCY CALL US ON +230 650 5077
LINES ARE OPEN 24 HOURS A DAY, 365 DAYS A YEAR
NON EMERGENCY CLAIMS - Monday to Friday 9am to 5pm
EMAIL : travelclaims@linkham.com

This policy booklet gives full details of **your** cover. **you** should read it and keep all **your** documents in a safe place but take them with **you** when **you** travel.

The policy is held by MauBank Ltd of 25, Bank Street, Cybercity, Ebene, 72201, Republic of Mauritius for the benefit of its Visa Gold Credit Cardholders. **You** shall be covered under this policy as long as **you** are a MauBank Ltd Visa Gold Credit **Cardholder**.

The information **you** supplied in applying for **your** card forms part of the contract of insurance with **us**. **Your** card is evidence of that contract.

We promise to always be fair and reasonable and to act quickly whenever **you** need to make a claim under this policy. If **you** feel **we** have not met this promise, **we** will do everything possible to deal with **your** complaint quickly and fairly.

We will provide insurance under this policy during the period of insurance.

This Policy is governed by “Livre III Titre Douzieme Chapitre 3eme of the Mauritius Civil Code” except to the extent the articles mentioned in Article 1983-12 are varied by terms and conditions herein.

IMPORTANT CONDITIONS RELATING TO HEALTH

This policy only covers unforeseen emergency medical treatment that occurs while **you** are on a **trip** and for conditions that **you** were unaware of prior to travel.

Please be aware that no journey will be covered if:

1. at the time of taking out this policy:
 - i) You have a pre-existing medical condition
 - ii) You have received a terminal prognosis
 - iii) You are on a waiting list for, or have knowledge of, the need for surgery or treatment, or are awaiting the results of any tests or investigations
 - iv) You are aware of any circumstances that could reasonably be expected to give rise to a claim on this policy.

2. At any time:
 - i) You are travelling against the advice of your doctor or would be travelling against the advice of your doctor had you sought his/her advice.
 - ii) You are travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice outside your home country.
 - iii) You are suffering from stress, anxiety, depression or any other mental or nervous disorder.
 - iv) You are expected to give birth before, during or within twelve weeks of the end of your trip.

*Subject to terms and conditions

SUMMARY OF BENEFITS

VISA GOLD CREDIT CARD

	SECTION	BENEFITS	Benefit Limit per Cardholder per event in USD	Excess per Cardholder per event in USD/Time	
COVERS FOR YOUR TRIP					
PART 1	Section A	Cancellation	1,500	N/A	
	Section B	Travel Delay (Max 12Hrs) - per Hour	40	4 hours	
COVERS FOR YOU					
PART 2	Section C	Emergency Med Expenses	100,000	100	
		Emergency Evac Repat	250,000	100	
		Medical Expenses (Outpatient)	500	50	
		Emergency Dental Expenses	340	50	
		Physiotherapy Treatment	300	50	
	Section D	Hospital Daily Benefit	50	48 hours	
	Section E	Personal Accident - Full Cover		100,000	N/A
			For children aged 16 and under benefit is limited to 3,000		
		Death	100% of sums above	N/A	
		Total and irrecoverable loss of sight of one or both eyes	100% of sums above	N/A	
		Loss of one or two limbs	100% of sums above	N/A	
	Section F	Permanent Total Disablement (other than above)	100% of sums above	N/A	
	Section F	Personal Liability	1,000,000	N/A	
Section G	Legal Expenses	5,000	N/A		
Section H	Hi-Jack (Max 21 Days) - per Day	50	N/A		
COVERS FOR YOUR PROPERTY					
PART 3	Section I	Loss of Baggage	1,000	50	
		Loss of Money	500	50	
	Section J	Baggage Delay (Max 12Hrs) - per Hour	75	4 hours	
Section K	Document Replacement	1,500	N/A		
EXTENSION - CORONAVIRUS COVER					
PART 4	Sub-limit - Emergency Medical Expenses		USD 5,000		
	Sub-limit - Cancellation and Curtailment		USD 750		

POLICY DEFINITIONS

Wherever the following words or expressions appear in bold in the policy, they have the meaning given here unless we say differently.

Accident

Shall mean any sudden, unexpected, external and violent and specific event which occurs at an identifiable time (moment or point in time) and place which results in **bodily injury**.

Act of terrorism

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

Administrator

Means Linkham Services Limited.

Assistance provider

Our assistance company

Baggage

Shall mean accompanied personal goods belonging to the **cardholder** or for which the **cardholder** is responsible and which are taken by the **cardholder** on a **journey** or acquired by the **cardholder** during a **journey**.

Benefits

Shall mean the indemnified benefits supplied by **underwriters** under the terms & conditions of this **policy**, as set out in sections A to K and Summary of Cover on page 2.

Bodily injury

Shall mean identifiable physical injury, which is caused by an **accident** and which within twelve months from the date of the **accident** results in the **cardholder's** death, **permanent total disablement** or dismemberment.

Cardholder/s, You, Your

Shall mean any person under 76 years old who has a valid Visa Gold Credit Card issued by the **client** bearing Bank Identification Number (BIN) 481215 / 515869 / 528165, and will include any **family** who are travelling together on a **journey** from his/her **principal country of residence** with pre-assigned ticketing.

Common carrier

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

Compulsory inclusion

Shall mean the automatic provision of **benefits** and **services** to the **cardholders** where the **benefits** and **services** are not offered on an optional basis.

Coronavirus

Coronavirus disease (COVID-19) or a severe acute respiratory syndrome coronavirus (SARS-COV-2), or any mutation of the virus or disease.

Client

Means MauBank Ltd.

Dependent children

Means the children, step-children and legally adopted children of the cardholder who are:

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

Domestic common carrier

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

Effective date

1st September 2022

Epidemic

A disease, illness or virus spreading in a certain region or country and which is defined as such by the World Health Organisation (WHO).

Expiry date

31st August 2023

Family

Shall mean the **cardholder**, spouse and **dependent children** travelling with the **cardholder** on a **journey**. Spouse shall include either the **cardholder's** legal wife/husband or, if the **cardholder** is not married, the **cardholder's** common law partner who has cohabited with the **cardholder** at the same address for a continuous period of at least 1 year prior to the **journey**.

General exclusions

Means the exclusions listed on page 13 of this **policy**.

Hi-jack

Means unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof.

Hospital daily benefit

Shall mean a payment to be made to the **cardholder** for each complete 24 hour period that the **cardholder** spends as an in-patient in a hospital outside his or her **principal country of residence** during a **journey**. No payment shall be made until the first 48-hour period has expired, after which the first 48-hour period is also eligible for payment.

Illness

Shall mean any sudden and unexpected deterioration of health certified by a competent medical authority and agreed by a **physician** appointed by our **assistance provider**.

Jewellery and valuables

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

Journey

Shall mean the first 90 days of any trip falling entirely within the **period of insurance**, where at least 50% of the total value of tickets for travel on a **domestic common carrier** or **common carrier** have been paid by using such **cardholder's** Visa Gold Credit Card issued by the **client**. The **journey** shall be deemed to have begun with the **cardholder's** departure from the home where such **cardholder** normally resides and shall have ended upon return to that home.

Limit of indemnity

Refers to the maximum amount of third **party** expenses for which the **underwriters** shall be responsible under this **policy** towards any one **cardholder** during any one event, subject to the terms and conditions as defined hereunder.

Medical expenses

Shall mean all reasonable costs necessarily incurred outside the **cardholder's principal country of residence** for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

Money

Shall mean coins and bank notes

Linkham travel claims services

Means **Linkham Travel Claims Services**, Level 5, TM Building, 26 Pope Hennessy Street, Port-Louis, Mauritius

Our assistance provider's physician

Shall mean the physicians nominated by our **assistance provider** throughout the world.

Pandemic

A disease, illness or virus which is simultaneously transmitted globally and declared as such by the World Health Organisation (WHO).

Party

Means a **party** to this contract of insurance

Permanent total disablement

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

Period of insurance

Shall be the period between the **effective Date** and the **expiry date**.

Policy

Means this **insurance policy**.

Pre-existing medical condition

Any medical or psychological condition for which, at the date You became a **cardholder** or the date when You booked **your** Trip, whichever is later, You:

- (i) have ever received advice, medication or treatment from a Doctor;
- (ii) were under investigation or awaiting diagnosis;
- (iii) were on a waiting list for treatment as an in-patient or were aware of the need for treatment as an in-patient;

or

(iv) have received a terminal prognosis.

Principal country of residence

Shall mean that country in which the **cardholder** has his/her Principal place of residence. Immediate **family** assumes the nationality of the **cardholder** for the purposes of this insurance. In the event of dual nationality, the **cardholder** assumes the nationality of their **principal country of residence** for the purposes and for the duration of this insurance.

Relative

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

Serious medical condition

Shall mean a condition, which in the opinion of our **assistance provider's physician** requires emergency medical treatment to avoid death or serious impairment to the **cardholder's** health. In determining whether such a condition exists, the **assistance provider's** physician may consider the **cardholder's** geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

Services

Refer to 24-hour assistance and other related emergency **services** to be provided by our **assistance provider** as described on page 3 of this **policy**.

Travelling Companion

Person or people booked to travel with **you** on **your trip**.

We, Us, Our, Underwriters

Refers to SWAN General Limited.

IMPORTANT INFORMATION ABOUT YOUR TRAVEL INSURANCE

GEOGRAPHICAL LIMITS

The **services** & **benefits** described in this **policy** are provided on a worldwide basis.

ELIGIBILITY

Only those **cardholders** who are under 76 years old on the **effective date** or renewal date shall be eligible for **benefits** and/or **services** under this insurance.

The **cardholder** is eligible for the **benefits** and/or **services** in accordance with the terms and conditions of this **policy** or any other eligibility criteria set by the **client** in writing with the prior agreement from **underwriters** and/or our **assistance provider**.

The **benefits** and **services** provided to the **cardholders** shall be on a **compulsory inclusion** basis.

PERIOD OF INSURANCE

The time between the beginning of **your journey** or one-way **trip** and the end of **your journey** or one-way **trip**. No one **trip** can be more than 90 days' duration. If **your** return to **your home** area is delayed beyond the scheduled end date of **your trip** due to an event insured by this policy the **period of insurance** will automatically be extended until **your** new return date.

MEDICAL AND TRAVEL ASSISTANCE SERVICES

Assistance services

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

OUR ASSISTANCE PROVIDER SERVICES

Telephone assistance

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

Service provider referral

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

Medical monitoring

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

Cardholder support

In the event that **our assistance provider** is contacted to report a lost or stolen card or for account queries, **our assistance provider** shall contact the **client's** customers service line as soon as practicable.

Third party services

In the event of an emergency where, either the **cardholder** cannot be adequately assessed by telephone for possible evacuation, or the **cardholder** cannot be moved and local medical treatment is unavailable, **our assistance provider** will, send an appropriate medical practitioner to the **cardholder**. **Our assistance provider** will not pay for the costs of such services unless covered under the terms of this **policy**.

Our assistance provider will arrange to have delivered to the **cardholder** essential medicine, drugs, medical supplies or medical equipment that are necessary for a **cardholder's** care and/or treatment but which are not available at the **cardholder's** location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. **Our assistance provider** will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof unless covered under the terms of this certificate.

PART 1 – COVERS FOR YOUR TRIP

SECTION A – CANCELLING YOUR TRIP

(before **you** are due to start **your Trip**)

What is covered

If **you** have purchased **your** travel using **your** Visa Gold Credit Card **we** will cover **you** up to the amount shown in the schedule of benefits for **your** irrecoverable:

- unused deposits;
- accommodation and travel costs (including car hire, excursions and activities); that **you** have paid or legally have to pay if **you** unavoidably need to cancel **your trip** for one of the following reasons:
 - One of the following people dies, is seriously injured or is seriously ill:
 - i) any **cardholder**;
 - ii) **Your travelling companion**;
 - iii) a **relative**; or
 - v) anyone outside **your home** area that **you** had planned to stay with during **your trip**.
 - One of the following people is quarantined, is called for jury service or is called as a witness in a court of law (but not an expert witness):
 - i) any **cardholder**;
 - ii) **Your travelling companion**; or
 - iii) anyone outside **your home** area that **you** had planned to stay with during your trip.
- **Your** redundancy
- **You** are, or any travel companion is, a member of the armed forces or Emergency Services and authorised leave is cancelled due to an unexpected emergency;
- One of the following people is required to stay at their **home** as a result of it being seriously damaged by fire, storm, flood or due to a burglary in the seven days before departure on **your Trip**:
 - i) any **cardholder**; or
 - ii) **your** travelling companion.

SECTION B - TRAVEL DELAY

- **You** passport or visa being stolen in a burglary in the seven days before **your** departure on **your Trip** and **you** being unable to arrange a replacement in time.
- The Foreign and Commonwealth Office advising against “All Travel” or “All but essential travel” to **your** intended destination, providing the advice came into force after **you** booked **your Trip** or became a cardholder (whichever was the later) and was in the 28 days before **your** departure on **your Trip**.
- **You** are unable to use **your** pre-booked and pre-paid accommodation because the accommodation or immediately surrounding area is adversely affected by natural disaster.

Special conditions

- **All claims for death, injury, illness or quarantine must be supported by relevant medical certificates from a Doctor, which must be obtained at your own expense.**
- **You must provide Us with a cancellation invoice, your unused tickets and ticket receipts, as well as any other supporting documents that we require in support of your claim.**
- **The amount of any claim will be limited to costs that would have applied at the time you first became aware of the need to cancel your Trip.**

Specific exclusions applying to Section A

- any expenses (including Air Passenger Duty) that you can recover from elsewhere;
- an anticipated event;
- any claim that is the result of a pre-existing medical condition.
- any claim that is a result of a relative, close business associate or travelling companion:
 - i) having a medical condition that has resulted in in-patient treatment or being put on a waiting list for hospital treatment;
 - ii) being diagnosed with cancer; or
 - iii) being given a terminal prognosis; in the 12 months prior to you becoming a cardholder, or
 - iv) the date when you booked your Trip, whichever is later;
- any claim where, given your physical or mental condition, you should not have travelled or it would have been reasonable for you to have consulted your doctor about whether or not it was appropriate to go on your Trip;
- any claim for administration costs charged by your travel or accommodation provider for obtaining a refund for unused travel and accommodation charges;
- any claim resulting from your transport operator or their agents refusing to transport you or your travelling companion because they consider that person is not fit to travel;
- any claim resulting from you not wanting to travel or not enjoying your Trip;
- any claim for unemployment due to your misconduct, resignation or voluntary redundancy;
- any claim for fees relating to timeshare properties, including management and maintenance fees but not exchange fees;
- anything mentioned in the General Exclusions section of this policy;

What is covered

In the event of:

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

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

The payment to the cardholder under Section B is up to the limits as shown on page 2 of this policy, per hour's delay, up to a maximum of 12 hours, provided always that the cardholder shall have checked-in according to the itinerary given to him or her by the tour operator or carrier and shall have obtained written confirmation from the airline or shipping line or their handling agents that the flight or sailing was delayed by an event described in this section. Such confirmation must state the actual period of the delay.

The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the itinerary.

Special conditions

- **You must provide receipts confirming any additional costs you have incurred;**
- **You must seek recompense from the operator where you should be entitled to compensation.**

Specific exclusions applying to Section B

- any expenses that you can recover from elsewhere, such as compensation, assistance or refund that should be provided by your operator or travel agent. If you should be entitled to such compensation we will not pay any claim unless you provide evidence from them showing why such compensation was not given to you;
- any claim arising from a strike, any form of industrial action or possible delay that had been announced or commenced either:
 - i) when you became an insured person; or
 - ii) when you booked your trip whichever is the earlier;
- any claim for any trip that is solely within your country of residence;
- any claim for Travel Delay where you have missed the check-in time as shown on your travel itinerary;
- any claim where the aircraft, ship or train on which you are booked to travel is cancelled by the operator;
- any claim for administration costs charged by your travel or accommodation provider for obtaining a refund for unused travel and accommodation charges;
- anything mentioned in the General Exclusions Section of this policy.

SECTION C – EMERGENCY MEDICAL AND RELATED COSTS

Medical expenses

If a **cardholder** incurs **medical expenses** whilst on a **journey** as the direct result of the **cardholder** sustaining **bodily injury** or an **illness**, the **underwriters** will indemnify the **cardholder** in respect of such expenses up to the limit shown on page 2 of this **policy**.

Emergency evacuation and repatriation services

In the event that a **cardholder** suffers an **illness**, **accident** or **bodily injury** whilst on a **journey**, and the **cardholder** is in a **serious medical condition**, and in the opinion of our **assistance provider** such arrangements are necessary on medical grounds, our **assistance provider** will arrange for the transportation for moving the **cardholder** to the nearest hospital where appropriate medical care is available or our **assistance provider** will arrange for the return of the **cardholder** to the **principal country of residence**.

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

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

Transportation of mortal remains

In the case of death of a **cardholder** whilst on a **journey** abroad, our **assistance provider** will arrange transportation of the **cardholder's** mortal remains from the place of death to any location as may be reasonably selected by the **cardholder's** legal personal representative.

Transportation to join a cardholder

Our **assistance provider** will arrange an economy class return ticket for a person chosen by the **cardholder** to join the **cardholder** who has been or will be hospitalised outside the **principal country of residence** as a result of **accident** or **illness** for a period in excess of 7 consecutive days, subject to our **assistance provider's** prior approval and only when judged necessary by our **assistance provider** on medical and compassionate grounds.

Return of dependent children

If **dependent children** are left unattended as a result of a

cardholder's **accident** or **illness** whilst on a **journey**, our **assistance provider** will arrange the transportation for such **Dependant Children** by **common carrier** to their normal place of residence. Qualified attendants will be provided when deemed appropriate by our **assistance provider**.

Physiotherapy

We will pay, up to USD 300, for necessary further physiotherapy treatment on **your** return to **your home** area if we pay a claim under 1. Emergency Medical Costs outside **your home** area that results in **your bodily injury**.

Specific exclusions applying to Section C

In addition to the general exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover for emergency medical expenses, evacuation & repatriation expenses:

- (i) Expenses incurred after you reach your country of residence;
- (ii) Optical expenses, unless incurred as a result of an accident, illness or bodily injury;
- (iii) Treatment provided other than by a qualified medical practitioner;
- (iv) Expenses incurred within the **cardholder's** principal country of residence;
- (v) Expenses incurred which are non-medical in nature e.g. telephone calls, newspapers etc;
- (vi) Services rendered without the authorisation and/or intervention of our **assistance provider**;
- (vii) Costs, which would have still been payable if the event giving rise to the intervention of our **assistance provider**, had not occurred;
- (viii) Elective cosmetic surgery;
- (ix) Expenses incurred for treatment not verified by a medical report;
- (x) Cases of minor illness or bodily injury, which in the opinion of our **assistance provider's** physician can be adequately treated locally and which do not prevent the **cardholder** from continuing his/her travels or work;
- (xi) Travel expenses incurred where the **cardholder** in the opinion of our **assistance provider's** physician is physically able to return to his/her principal country of residence seated as a normal passenger and without medical escort; and
- (xii) The first USD 100.00 of each and every claim;

SECTION D - HOSPITAL DAILY BENEFIT

If a **cardholder** sustains **bodily injury** or **illness** during a **journey** which results in the hospitalisation of the **cardholder**, the **underwriters** will indemnify the **cardholder** or such person as may be selected by the **cardholder's** legal personal representative(s), the sum detailed on page 2 of this **policy**, per day, up to a maximum of 30 days.

Specific exclusions applying to Section D

In addition to the general exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover:

- (i) Services rendered without the authorisation and/or intervention of our assistance provider;
- (ii) Cases of minor illness or bodily injury, which in the opinion of our assistance provider's physician can be adequately treated locally, and which do not prevent the cardholder from continuing their travels or work;
- (iii) The cardholder suffering from sickness or disease not directly resulting from a valid claim for bodily injury or illness;
- (iv) Payment in respect of the first 48 hours of hospitalisation unless the period of hospitalisation exceeds 48 hours;
- (v) Elective cosmetic surgery;
- (vi) Expenses incurred after you reach your country of residence;
- (vii) Expenses incurred within the cardholder's principal country of residence;
- (viii) Expenses incurred for treatment not verified by a medical report; and
- (ix) Optical expenses, unless incurred as a result of an emergency;

SECTION E - PERSONAL ACCIDENT COVER

Full trip (i.e. at all times during the journey)

If a cardholder sustains **bodily injury** during a journey and independently of any other cause such **bodily injury** results in the death, **permanent total disablement** or **Dismemberment** of the **cardholder**, the **underwriters** will pay to the **cardholder**, or such person as may be selected by the **cardholder's** legal personal representative(s), the sum detailed on page 2 of this **policy**.

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

Specific exclusions applying to Section E

In addition to the general exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for personal accident:

- (i) Costs, which would have still been payable if the event giving rise to the intervention of our assistance provider had not occurred;
- (ii) More than one claim under this Section H in connection with the same accident;
- (iii) Expenses resulting from medical or surgical treatment except where bodily injury renders such treatment as necessary; and
- (iv) Bodily Injury sustained and Accidental Death other than during a journey;

SECTION F - PERSONAL LIABILITY

If whilst on a **journey** the **cardholder** is involved in an incident which results in him or her becoming legally liable

to pay damages or costs in respect of accidental death or **bodily injury** and/or accidental loss of or damage to material property belonging to any third **party** then the **underwriters** will indemnify the **cardholder** against all sums which they shall become legally liable to pay to a third **party** claimant up to the limit specified on page 2 of this **policy**.

The limit shown on page 2 of this **policy** also covers the **cardholder's** costs and expenses incurred with the prior written approval of **underwriters**

Special conditions :

- (i) The liability of the underwriters for all sums payable by the cardholder under this section shall not exceed the limits shown on page 2 of this policy;
- (ii) The cardholder shall give immediate notice to the underwriters of any occurrence for which there may be liability under this section and shall provide the underwriters with such particulars and information as the underwriters may require and shall forward to the underwriters immediately on receipt any letter, writ, summons and process and shall advise the underwriters in writing immediately the cardholder has knowledge of any impeding prosecution, inquest or inquiry in connection with the said occurrence;
- (iii) No admission of liability or offer, promise or payment shall be made without the prior written consent of the underwriters. The underwriters shall be entitled at their discretion to take over settlement of any claim and to prosecute at their own expense and for their benefit any claim for compensation or damage against any other person. The cardholder shall give any and all information and assistance required;
- (iv) The underwriters may at any time and at their sole discretion pay to the cardholder the maximum sum payable under this section in respect of any claim. The underwriters shall then be exempt from all future liability under this section.

Specific exclusions applying to Section F

In addition to the general exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Personal Liability:

- (i) Bodily Injury to employees of the cardholder;
- (ii) Liability arising out of:
 - a) the use of vehicles, aircraft or watercraft (other than manually propelled rowing boats, punts or canoes);
 - b) property belonging to or held in trust by or in the custody of, or control of the cardholder;
 - c) any wilful or malicious act;
 - d) the ownership or use of firearms;
 - e) the carrying on of any trade, profession or business;
- (iii) Liability to members of the cardholder's family; and
- (iv) Liability assumed by the cardholder by agreement;

SECTION G - LEGAL EXPENSES

The **administrator** will, with the **underwriter's** written consent, provide cover for legal expenses incurred up to the limits as shown on page 2 of this **policy** arising from the pursuit of a claim against a third **party** who has caused **bodily injury** to or **illness** or **Death** of the **cardholder** by an incident occurring during a **journey**.

Specific exclusions applying to Section G

- a) In respect of Legal expenses, any costs or expenses incurred in pursuing claims against a travel agent, tour operator, insurer, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, insurer, insurance agent or carrier contracted as part of the original journey and not any third party's carrier booked directly by the cardholder during the journey;
- b) In respect of Legal expenses, any claim where in the opinion of the underwriters there is insufficient prospect of success in obtaining a reasonable benefit;
- c) In respect of Legal expenses, claims against any employer or whilst carrying on any business, trade or profession;
- d) In respect of Legal expenses benefits rendered without the authorisation and/or intervention of our assistance provider; and
- e) In respect of Legal expenses, claims for professional negligence.

SECTION H - HI-JACK

Should the cardholder's means of transport be subject to a hi-jack during a covered trip, the underwriters will pay up to the limits shown on page 2 of this policy for each day of detention for a maximum of 21 days.

Specific exclusions applying to Section H

- a) In respect of hi-jack, claims arising from the cardholder being individually selected as a victim as a result of their or their family or business activities causing a reasonable expectation of increased risk;

PART 3 – COVERS FOR YOUR PROPERTY

SECTION I - BAGGAGE & MONEY

Loss of baggage

If, whilst on a journey, a cardholder sustains loss, theft or damage to baggage, the underwriters will indemnify the cardholder in respect of such loss or damage up to the limits shown on page 2 of this policy.

In order to be reimbursed by the underwriters, the cardholder must provide a detailed description of the property along with its date of purchase and value. Bills, invoices or other proof are required. Stolen or damaged property will be valued allowing for wear and tear at the time of the loss.

Loss of money

If, whilst on a journey, a cardholder sustains loss or damage to money, the underwriters will indemnify the cardholder in respect of such loss or damage up to the limits shown on page 2 of this policy.

In order to be reimbursed by the underwriters, the cardholder must provide a detailed description of the money lost.

Specific exclusions applying To Section I

In addition to the general exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Loss of baggage and/or money:

- (i) More than USD 250 in respect of any one article;

- (ii) More than USD300 in respect of jewellery and valuables in total;
- (iii) Claims in respect of accessories for vehicles or boats.
- (iv) Loss or damage due to :
 - a) moths, vermin, wear and tear, atmospheric or climatic condition or gradual deterioration;
 - b) mechanical or electrical failure;
 - c) any process of cleaning, repairing, restoring or alteration;
- (v) More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set;
- (vi) Loss not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained;
- (vii) Loss due to confiscation or detention by customs or any other authority;
- (viii) Losses from unattended vehicles in daylight hours unless secured in a locked boot;
- (ix) Losses from a vehicle during the hours of darkness, even if protected by an alarm;
- (x) Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;
- (xi) Loss of or damage to contact, corneal or micro-corneal lenses;
- (xii) The first USD50 of each and every claim;
- (xiii) Loss of personal goods borrowed, hired or rented by the cardholder; and
- (xiv) (In respect of money) Devaluation of currency or shortages due to errors or omissions during monetary transaction;

SECTION J - BAGGAGE DELAY

In the event of a cardholder's baggage being temporarily lost or misplaced on an outward part of a journey by the airline, shipping line or their handling agents, the underwriters will reimburse the cardholder for essential replacement of toiletries, medication and items of clothing up to the limits as shown on page 2 of this policy per hour's delay, to a maximum of 12 hours. Written confirmation of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.

Specific exclusions applying to Section J

- In respect of baggage delay or loss of documents, loss, temporary loss/misplacement not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained;

SECTION K - DOCUMENT REPLACEMENT

In the event of a cardholder forgetting, losing or misplacing (either permanently or temporarily) any essential documents needed whilst on a journey, the underwriters will arrange the payment of all reasonable costs necessarily incurred for replacing essential documents (including such items as personal computer discs and presentation slides) up to the limits shown on page 2 of this policy.

All such costs must be approved by the administrator on behalf of the underwriters prior to their being incurred. Replacement costs shall not be payable for any loss consequent or resulting from the loss of said documents beyond the physical cost of replacing said documents. The intrinsic value of any savings bond, bankers bill of value (cheques, traveller's cheques and the like) or similar documents, if such is lost by a cardholder, shall not be replaced.

Specific exclusions applying to Section K

- In respect of loss of documents, loss, temporary loss/ misplacement not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained;

PART 4 – EXTENSION: CORONAVIRUS COVER

A. Emergency Medical and other expenses cover

What is covered

We will pay **you** up to the limit shown in the Schedule of Benefits for the following expenses which are necessarily incurred, during a **Trip** as a result of **you** suffering from coronavirus:

Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside of **your** Country of Residence.

Special conditions

We will only consider claims relating to coronavirus that are supported with a positive result from a government certified coronavirus test in the country of departure prior to departure or from the country of destination prior to your return journey.

What is not covered

- 1) Claims arising if you had officially recognised symptoms associated with coronavirus at the time of buying this insurance policy or booking your Trip.
- 2) Claims arising if you are awaiting results after undertaking a coronavirus test.
- 3) The cost of your unused original tickets where the Emergency Assistance Service or we have arranged and paid for you to return to your home, if you cannot use the return ticket. Where medically necessary for us or the Emergency Assistance Service to repatriate you to your home as a result of coronavirus, and you had not purchased a return ticket, we reserve the right to deduct the cost of an economy flight from the expenses.
- 4) Any claims arising directly or indirectly for the cost of treatment or surgery, including exploratory tests, which are not related to the bodily injury or illness which necessitated your admittance into hospital.
- 5) Any expenses which are not usual, reasonable or customary to treat coronavirus.
- 6) Any form of treatment or surgery which, in the opinion of the Emergency Assistance Service or us (based on information provided by the medical practitioner in attendance), can be delayed reasonably until your return to your home.
- 7) Additional costs arising from single or private room accommodation.
- 8) Any costs relating to self-isolation or quarantine due to coronavirus. Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the Emergency Assistance Service.
- 9) Any costs incurred by you to visit another person in

hospital.

- 10) Any costs relating to herbal or homeopathic medicines or therapies, acupuncture, or traditional medicines or therapies unless agreed with the Emergency Assistance Company.
- 11) Any expenses incurred after you have returned to your home.
- 12) Any expenses incurred after the date on which we exercise our rights under this section to move you from one hospital to another and/or arrange for your repatriation but you decide not to be moved or repatriated.
- 13) Claims arising from government or Foreign and Commonwealth Office advice, warning against all travel, or all but essential travel, due to any epidemic or pandemic, including but not limited to Coronavirus.
- 14) Anything mentioned in “What is not covered” applicable to all sections of the policy.

B. Cancellation and/or Curtailment charges cover

We will pay **you** up to the limit shown in the Schedule of Benefits for expenses which are necessarily incurred, during or in relation to a **Trip**, arising directly from coronavirus.

What is covered

We will pay **you**, up to the amount shown in the Schedule of Benefits for unused and non- refundable portion of travel and accommodation costs that **you** have paid or contracted to pay and **you** suffer financial loss if **you** cancel before the start of **your Trip** because of any of the following:

- 1) **You**, **your** travel companion(s) or any person **you** have arranged to stay with during **your Trip** receiving a positive diagnosis of **coronavirus** within 14 days of the start of the **Trip**;
- 2) **You**, **your** travel companion(s) or any person **you** have arranged to stay with during **your Trip** being admitted to hospital due to **coronavirus** within 28 days of the start of the **Trip**;
- 3) **Your** booked accommodation being required to close after **you** checked in at **your** booked accommodation because of **coronavirus**;
- 4) **You** or **your** travel companion(s) being denied boarding following either a positive **coronavirus** diagnosis or receiving a temperature or other medical test reading which falls outside of the transport provider’s terms of travel.

Special conditions

- 1) We will only consider claims relating to coronavirus that are supported with a positive result from a government certified coronavirus test in the country of departure prior to departure or from the country of destination prior to your return journey.
- 2) If you are denied boarding as a result of coronavirus you must have documented proof of this from the airline.
- 3) The cancellation benefit is only applicable if your Trip is booked more than 14 days prior your departure date.

What is not covered

- 1) Claims if your Trip was not booked more than 14 days

prior to your originally booked departure date.

- 2) Claims for cancellation due to coronavirus where you have failed to obtain a positive coronavirus antigen test in the country of departure prior to departure or an official government certified coronavirus antigen test from the country of destination prior to your return journey.
- 3) Claims where you have failed to adhere to government and/or airline guidelines, either in your country of departure or arrival, on obtaining a coronavirus test prior to travel;
- 4) Claims arising if you or your travelling companion(s) or close relative had officially recognized symptoms associated with coronavirus at the time of buying this insurance policy or booking the Trip.
- 5) Claims arising if you, your travelling companion(s) or close relative are awaiting results after undertaking a coronavirus test or have tested positive within the 14 days prior to booking your Trip.
- 6) Claims arising from government or Foreign and Commonwealth Office advice, warning against all travel, or all but essential travel, due to any epidemic or pandemic, including but not limited to Coronavirus.

GENERAL CONDITIONS APPLYING TO ALL SECTIONS

- The cardholder must take reasonable care to prevent loss, damage, accident, bodily injury or illness, and to protect, save and/or recover personal property.
- Our assistance provider shall use its best endeavours to provide the benefits and services described in this policy but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations and intervention depends on our assistance provider obtaining the necessary authorisations issued by the various authorities concerned. Our assistance provider shall not be required to provide benefits and services to the cardholders, who in the sole opinion of our assistance provider are located in areas which represent war risks, political or other conditions such as to make such services impossible or reasonably impracticable.
- Written notice of any accident, proceedings or any other event which may give rise to a claim shall be given to underwriters within 30 days of the occurrence or as soon as reasonably practicable. All policies, information, consents and evidence required by underwriters shall be provided at the expense of the client or cardholder or their legal representative. A claim form must be completed by the cardholder and submitted to underwriters within 90 days of expenditure being incurred. This time limit may be extended subject to the prior approval of underwriters where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- If fraudulent means or devices are used by the cardholder and/or anyone acting on his/her behalf, to obtain any benefits or services provided under this policy, any and all rights in respect of the concerned cardholder in terms of this policy shall be forfeited immediately.
- If the benefits and services of this policy are covered in whole or in part by any other insurance policy and/or other source, the cardholder shall only be entitled to claim those costs, which cannot be recovered by the cardholder from such other insurance / source.

- Any portion of a cardholder's travel ticket, which is unused following the provision of evacuation / repatriation services or cancellation benefits, is to be surrendered to the administrator.
- Underwriters may at any time and at their own expense and without prejudice to this policy take proceedings in the name of the cardholder to obtain compensation or secure an indemnity from any third party in respect of any loss or bodily injury giving rise to the provision of benefits and services.
- Cancellation : The present contract may be cancelled before its normal expiry date in the following cases, inter alia:
 - i) In the event of your death as provided for in Articles 1983-48 of the Mauritius Civil Code.
 - ii) For non-payment of premium (Articles 1983-21 to 24 of the Mauritius Civil Code).
 - iii) In the event of aggravation of risk (Article 1983-25 of the Mauritius Civil Code).
 - iv) In case of withholding of facts or intentional false declaration by you (Article 1983-30 of the Mauritius Civil Code).
 - v) In the events set out in Article 1983-35 of the Mauritius Civil Code.
 - vi) In the event of our or your bankruptcy as provided for in Articles 1983-27 and 28 of the Mauritius Civil Code.
 - vii) In the event we refuse to reduce the premium in circumstances provided for in Article 1983-29 of the Mauritius Civil Code.

Whenever a party purports to cancel the present contract, he shall give notice thereof to the other party by way of a registered letter, and in cases falling under Article 1983-35 of the Mauritius Civil Code, in accordance with the provisions of Article 1983-36 of the Mauritius Civil Code.

However, this insurance is included as an integral benefit with your Visa Gold Credit Card. You do not, therefore, pay a separate premium and would not receive any refund as a consequence of cancelling the policy.

- Applicable law and jurisdiction : This Policy shall be governed by the Laws of Mauritius whose Courts shall have valid and exclusive jurisdiction in any dispute, difference, Claim, doubt or question.

Our liability to indemnify the Insured shall always be limited to judgements delivered or obtained by a court of competent jurisdiction within Mauritius and shall be solely in respect of:

- i) judgements, orders, declarations, awards or settlements, inclusive of interest, defence costs and expenses, in respect of claims, actions or demands lodged or entered before a court of competent jurisdiction within Mauritius;
- ii) awards delivered following a Mauritian arbitration made within the jurisdiction of Mauritius, inclusive of interest, costs and expenses.

This Policy shall, however, exclude:

- a) judgements, orders, awards, pronouncement, interpretation or declaration given or delivered by any court, tribunal, arbitrator or other authority in any foreign jurisdiction;
- b) the cost of taking up of the defence in any case before any foreign court;
- c) the enforcement, registration, recognition, exequatur or other similar procedures in connection with a

foreign judgement or foreign pronouncement or foreign interpretation or foreign declaration or foreign award in Mauritius.

• **Aggravation of Risk**

During the currency of the Policy, you must report to us, by registered letter, any modification likely to aggravate the risk insured and which, had the new state of affairs existed at the writing of the Policy, we would not have contracted or would only have done so against a higher premium.

Such report must be made prior to the aggravation if it is caused by your own doing and in other cases, within eight days from the time it has come to your knowledge.

In either case it shall be open to us:

- a) to cancel the Policy; or
- b) to claim an increased premium in which case if you do not accept the new rate of premium the Policy shall be cancelled.

In the event of the aggravation of the risk being due to your act, we will be entitled in addition to claim Damages.

- **Duty of Full Disclosure** : In accordance with Article 1983 – 30 of the Mauritius Civil Code any withholding of facts (Réticence) or false declaration wilfully made by you shall entail the nullity of the Policy, when such withholding or false declaration alters the nature (objet) of the risk or makes it appear less hazardous to us, even though the fact omitted or distorted or misrepresented has been without influence on the Loss; and in such a case we shall retain the premium paid and shall be entitled to claim as Damages all premiums remaining due to be paid.

Where the omission or incorrect declaration was not made in bad faith, we shall be entitled:

- a) If the establishment of such a fact is made before the Loss:
 - i) To maintain the Policy subject that you agree to pay an increased premium; or
 - ii) To cancel the Policy after giving 14 days' notice to that effect to you and refunding a proportionate part of the premium paid.
- b) If the establishment of such a fact is made after the Loss, to reduce the indemnity payable in the proportion that the rate of the premiums paid bears to the rate of the premiums that would have been payable had the risk been completely and exactly declared.

• **Duration of the Contract**

- a) Subject to the provisions of paragraphs (b), (c) and (d) of the present Condition the duration of the contract shall be for the period expressed in the Schedule attached to the present Policy.
- b) We and you shall be at liberty to terminate the contract at any time prior to the expiry date mentioned in the Schedule to the Policy on the party so desiring giving 30 days' notice in writing to that effect to the other party.
- c) In cases where the Policy covers several risks or several properties, it shall be permissible to either us or you to terminate by anticipation in the manner set out in paragraph (b) above the contract in respect of any one or more of the several risks and/or properties insured.
- d) In the event of a cancellation by anticipation as

provided in paragraphs (b) and (c) above we shall:

- i) when such cancellation is made at your request, have the right to claim or retain either the customary short-term premium or the premium on a pro-rata basis;
- ii) when such cancellation is made by us, refund or retain the premium on a pro-rata basis.

• **Conduct of the claim**

We shall be entitled at any time to:

- take over and conduct in your name the defence of any claim;
- prosecute in your name for our benefit any claim for indemnity or damage or otherwise against any third party;
- conduct any negotiations and proceedings and settlement of any claim.

You shall give to us such information and assistance as we may reasonably require.

If having taken over the legal proceedings on your behalf, we later discover that:

- you have failed to disclose to it a material fact either at the time of the making of the contract or during its currency;
- you have breached a condition or a warranty of the policy; or
- anyone of the exclusions applies to the policy.

We will be entitled to withdraw from the said proceedings whereupon we shall be under no further liability towards you in respect of such proceedings.

• **Interpretation**

This Policy (including its terms, Exclusions, limitations and conditions) shall be construed in accordance with and governed in all respects by the Laws of the Republic of Mauritius (including without limitation any issues arising out of or in connection with the validity or enforceability of the Policy) and in accordance with express definitions interpretations provisions (if any) set out and incorporated in the Policy.

• **Integration**

The Policy and the Proposal Form and/or any Endorsement shall constitute the entire and exclusive agreement between you and B with respect to its subject matter.

The parties to this insurance Policy formally agree that no evidence can be introduced to demonstrate that the parties intended something different from what the Policy and/or Proposal Form and/or Endorsements provide.

• **Severability**

If a provision or condition or section or sub-section of the Policy is found to be legally prohibited or unenforceable or inapplicable or invalid in the circumstances, the offending provision or condition or section or sub-section shall be severed from the rest of the Policy which otherwise continues to operate as originally written.

• **Sanction Limitation**

We shall not be deemed to provide cover and shall not 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 us to any sanction, prohibition or restriction under United Nations Resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

• Acceptance of Policy Terms

Subject to any special term to the contrary, this policy shall commence and be effective as from the date specified in the policy schedule and any subsequent endorsement shall be effective as from the date mentioned in the relevant endorsement.

You should take care in reading the terms and conditions of this insurance cover and more particularly the exclusions, limitations and warranties. You should carefully peruse the policy document and/or any endorsement attaching to it to precisely ascertain that the type and extent of coverage provided and the other terms stipulated thereon correctly describe and meet entirely your insurance request.

If any policy term and/or schedule or other detail or information is found missing, incorrect, incomplete or defective, kindly inform us of the matter without delay and in any event not later than 30 days after receipt of the said policy document, schedule and/or endorsement.

Should you, within a period not exceeding thirty (30) days as from receipt of the relevant policy documentation, schedule and/or endorsement not make any written :

- a) Request for correction or rectification of the said policy documentation, schedule and/or endorsement; or
- b) Objection or representation or reservation of your rights; or
- c) Request for policy to be cancelled; AND thereby continue to have dealings with us in relation to the said policy and/or endorsement, either directly or through intermediaries, by exercising any right or fulfilling any obligation under the policy.

It shall be deemed that you have affirmed the policy and are in agreement with its terms as set out in the policy document, schedule and/or any endorsement attaching thereto and that the correctness, accuracy, completeness and admissibility of the said policy terms, schedule and/or endorsement shall not thereafter be challenged or questioned in case of any claim, dispute, difference or litigation including arbitration between the parties.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

This policy does not cover:

- Expenses, which are more specifically covered by or recoverable from any other insurance policy or national insurance programme under which the cardholder is covered;
- Expenses incurred as a result of claims for events occurring after the journey;
- The provision of services where a cardholder is over 75 years of age at the effective date of the Agreement or any subsequent journey;
- Any pre-existing defect, infirmity or condition for which the cardholder is receiving medical treatment, advice or consultation at the time of travelling or at the time of arranging travel;
- Any journey booked or undertaken against medical advice;
- Situations where a journey was specifically undertaken with the intention of obtaining medical treatment;
- Situations where a journey was booked after receipt of a terminal prognosis to the cardholder or relative;
- Expenses related to psychiatric disorders infirmities or conditions for which treatment has previously been received;

- Expenses related to pregnancy, unless unexpected complications arise, and in no circumstances where the pregnancy has entered the 7th month at the start of a journey;
- Situations arising from or in any way connected with illness, insanity, alcohol, drug or substance abuse or wilfully self inflicted bodily injury or self exposure to needless peril (except in an attempt to save human life) including suicide;
- Claims resulting from the failure of the cardholder to exercise all reasonable care to protect themselves and their property;
- The commission of, or the attempt to commit, an unlawful act;
- Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an act of terrorism or war;

RADIOACTIVE CONTAMINATION EXCLUSION

This Insurance does not cover any expense which is a direct result of nuclear reaction or radiation;

- (i) loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (c) nuclear reaction, nuclear radiation or radioactive contamination

WAR AND TERRORISM EXCLUSION ENDORSEMENT

- Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (ii) any act of terrorism.
- For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

- If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the cardholder.
- In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- No consequential loss other than those stated as being specifically covered;
- Services provided by any party other than our assistance provider for which no charge would be made if this policy were not in place;
- Claims notified more than 90 days after the date of loss;
- The cardholder engaging in any form of hazardous work in connection with any business, trade or profession;
- The cardholder engaging in any form of aerial flight except as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- Any expense related to accident or injury occurring while the cardholder is engaged in any hazardous activity, pastime or pursuit, caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis;
- The cardholder engaging in active service in the armed forces of any nation;
- The cardholder engaging in active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrections; and
- Any bodily injury, illness, death, loss, expenses or any other liability attributable to HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).

FINANCIAL GUARANTEE EXCLUSION CLAUSE

This policy does not cover any form of Financial Guarantee, Surety or Credit Indemnity.

DATA PROTECTION ACT

In accordance with the Data Protection Act 2017, **we** as data controllers will collect and maintain personal information in order to underwrite and administer the policies of insurance that **we** issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. **We** will not keep **your** information longer than is necessary.

Your information will be protected from unauthorised disclosure. **We** will only reveal **your** information if it is allowed by law, authorised by **you**, to prevent fraud, or in order that **we** can liaise with **our** agents in the administration of this policy.

Under the terms of the Act **you** have the right to ask for a copy of any information **we** hold on **you** upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether **we** hold **your** information on paper or in electronic form.

Enquiries in relation to data held by **Us** should be directed to the compliance manager.

HOW TO CLAIM, HOW TO COMPLAIN AND OUR REGULATOR

HOW TO MAKE A CLAIM

While **You** are away:

- If **you** are injured or ill while **you** are away, call our Emergency assistance company

FOR EMERGENCY CALL US ON +230 650 5077

LINES ARE OPEN 24 HOURS A DAY, 365 DAYS A YEAR

NON EMERGENCY CLAIMS - Monday to Friday 9am to 5pm

EMAIL : travelclaims@linkham.com

COMPLAINTS PROCEDURE

Making Yourself Heard

We are committed to providing **you** with an exceptional level of service and customer care. **We** realize that there may be occasions when **you** feel that **you** have not received the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

When you Contact Us:

- Please give **Us** **your** name and contact telephone number.
- Please quote **your** policy number and/or claim number.
- Please explain clearly and concisely the reason for **your** complaint.

STEP 1 : INITIATING YOUR COMPLAINT

You need to write to:

LINKHAM SERVICES LTD

Level 5, TM Building,
26 Pope Hennessy Street,
Port-Louis

We expect that **your** complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further:

STEP 2 : CONTACTING SWAN GENERAL LTD

If **your** complaint is one of the few that cannot be resolved by this stage please write to:

The Complaints Coordinator

Swan General Ltd
Swan Centre
10, Intendance Street,
Port Louis

Or call Swan General Ltd on +230 207 3500

WHAT TO DO SHOULD YOU WISH TO MAKE A COMPLAINT?

STEP 1

Seek resolution directly with the department dealing with **your** query/claim

STEP 2

If the concerned department has not addressed **your** query/claim to **your** satisfaction and **you** are still disappointed with any aspect of our products/ services, **you** may then make a complaint in writing to the Complaints Coordinator

Your complaint shall include:

- a) **your** name, telephone number, address and email;
- b) **your** policy and/or claim number;
- c) the nature of the complaint and the facts and circumstances giving rise to the complaint;
- d) the relief being sought;

The complaint shall be sent by registered post with advice of delivery to the following address:

The Complaints Coordinator

Swan General Ltd
Swan Centre
10, Intendance Street,
Port Louis

WHAT WILL HAPPEN IF YOU COMPLAIN?

STEP 1

- **You** will receive an acknowledgement of receipt of **your** complaint letter within 3 working days of receipt of **your** complaint letter.

STEP 2

- Once an assessment and full investigation of **your** query/claim has been made, **we** will respond to **you** in writing with a decision within 1 month of the receipt of **your** complaint.
- **Our** final response letter shall indicate, where possible, the reasons and circumstances that have been taken into consideration to reach **our** decision

WHAT TO DO IF YOU ARE STILL NOT HAPPY?

If after having made **your** complaint to the Complaints Coordinator, **you** still feel aggrieved by the decision or if **you** have not received a reply to **your** complaint after a period of 3 months as from the date of the complaint was made, **you** may then yourself, or through **your** authorised representative, lodge a complaint in writing to the Office of The Ombudsperson for Financial Services.

Contact details of the Ombudsperson for Financial Services

The Ombudsperson for Financial Services

Office of Ombudsperson for Financial Services
8th Floor, SICOM Tower
Wall Street
Ebene

Telephone number : 468-6475

Fax Number : 468-6473

Email : ombudspersonfs@myt.mu

DEPRECIATION TABLE

Age	Valuables <i>(Except for watches)</i>	Watches	Electrical	Personal Possessions	Cosmetics
0-1 Month	0%	0%	0%	0%	25%
2-3 Months	0%	0%	0%	20%	25%
4-6 Months	0%	0%	5%	20%	50%
7-12 Months	0%	10%	10%	30%	75%
1-2 Years	0%	20%	20%	40%	100%
2-3 Years	0%	30%	30%	50%	100%
3-4 Years	0%	40%	40%	75%	100%
4-5 Years	0%	40%	50%	75%	100%
5-6 Years	0%	50%	50%	75%	100%
6+ Years	0%	70%	50%	75%	100%



MauBank Ltd

25, Bank Street, Cybercity, Ebene, 72201
Republic of Mauritius