

Financial Default Travel Insurance policy

Group policy number: **7720001**

This document is not a contract of insurance but summarises an insurance policy held by **GO2Africa** which provides insurance benefits and coverage for the benefit of travelers purchasing a travel package with them.

This group insurance policy is underwritten by Santam Insurance Ltd. The policy provides insurance coverage and has been ceded for the benefit of travelers (hereafter beneficiaries) having purchased a **trip** or travel Package with **GO2Africa**.

This policy is held by **GO2Africa** of 3rd Floor, Longkloof Studios, Darters Road, Cape Town 8001, South Africa and only **GO2Africa** has direct rights under this contract of insurance against the insurer; **GO2Africa** however extends the right to claim under this group policy to the beneficiaries using the claims notification process defined in this policy wording.

If you have any questions at all about **your** policy or **your** cover, please call or write to **us** at the following.

AXA Assistance (24-hour emergency) : + 44 845 408 2967

AXA Assistance Claims: + 44 845 408 2968

E-mail: insurance-go@axa-assistance-mauritius.com

Statutory Notice to Short Term Policy holders

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

1. **Your** Intermediary (Insurance Broker / Agent)
2. Name, physical address and postal address and telephone number of **your** intermediary is reflected on **your** schedule of insurance

Your Underwriting Manager

Travel Insurance Consultants (Pty) Limited (TIC)

5th Floor, 296 Kent Avenue, Randburg, 2194

Tel: +27 (0)11 521 4000

Fax: +27 (0)11 521 4002

P O Box 3337, Cramerview, 2060

(TIC holds Category 1 Financial Services Licence number FSB 15592 and is authorised to provide Financial Service with respect to Short-Term Insurance: Personal Lines and Commercial Lines.)

Your Insurer

Santam Limited

1 Sportica Crescent, Tygervalley, Bellville, 7530

Tel: +27 (0)21 915 7000

Fax: +27 (0)21 914 0700

P O Box 3881, Tygervalley, 7536

Compliance Department: +27 (0)21 915 7000 Type of policy: Travel Insurance

The Compliance Officer

The Compliance Officer, Travel Insurance Consultants, P O Box 337, Cramerview, 2060

ELIGIBILITY

The benefits summarised in this document are dependent upon a travel package being arranged by **GO2Africa**

Before you travel – Please read the whole of this policy and make sure you understand exactly what is and is not covered. It is important because it contains information on how **we** will deal with **your** claim. If you have any questions please contact **AXA Assistance**.

This policy is only available to you if you have purchased **your** travel **trip** or **your** travel package with **GO2Africa**.

Age limit – No age limit

Trip limits – You are not covered on this policy for:

⇒ Any **journey** lasting more than 60 days.

Policy excess – If stated on the schedule you will have to pay an excess. This means that you will be responsible for paying the first part of the claim for each incident. The amount you have to pay is the excess.

The information you have supplied forms part of the contract of insurance with **us**.

Governing Laws

Unless otherwise agreed in writing the Travel Insurance policy will be governed by and constructed in accordance to South African Laws. Any disputes arising out of and in connection with the Travel Insurance Policy, unless amicably settled, shall be exclusively dealt with the relevant South African Court.

If you do not comply with the conditions such as eligibility and Trip Limit **we** may at **our** option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

No journey will be covered if:
you are aware of any circumstances that could reasonably be expected to give rise to a claim on this policy.

Promise of service

What to do if you need to make a complaint

We aim to give all **our** customers a first-class service, but if you are not happy with **our** service, please write to:

Travel Customer Service Department,

AXA Assistance,

No8 Industrial Estate,

Royal Road,

Coromandel,

Mauritius.

OR

SHORT TERM INSURANCE OMBUDSMAN

PO Box

32334,

Braamfontein,

2017,

South Africa.

Below are certain words and phrases that have specific meanings.

Bankruptcy - means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction

Financial Default -

- a) the complete suspension of operations due to **Financial Insolvency**, whether or not a bankruptcy petition is filed; or
- b) a partial suspension of the operations following a filing of a bankruptcy petition.

Financial Insolvency - means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary, by a **tour** operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other **supplier** of travel services which is duly licensed in the state (s) of operation other than the entity or the person, organization, agency or firm from whom **GO2Africa** did not purchased or paid for **your Trip** or **Travel Arrangements**. There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the **Travel Supplier** of travel services.

Home - the place you usually live or work in **your home country**.

Home country - the country where you are registered for income tax purposes.

Journey - a holiday or **business trip** that takes place during the **period of insurance** limited to 60 days which begins when you leave **your home** or **business address** (whichever is later) and ends when you get back **home**, **business address** or to a hospital or nursing **Home** in **your home country**, whichever is earlier.

Period of insurance - Cancellation cover begins from the date that **your** policy was issued when first payment is made.

GO2Africa - organization that coordinates or supplies Travel Arrangements for You and Group Policy Holder

Start date - the date when the first deposit was effected

Travel Arrangements - : a) transportation; b) accommodation; and c) other specified services arranged by **GO2Africa** for the **Trip**.

Travel Supplier - means an airline, cruise line, **tour** operator or rental car company that supplies travel services to you while you are taking **your trip**. **Your Travel Supplier** is **GO2Africa** who assists in making **your Travel Arrangements**.

Trip - scheduled **trips, tours, cruises, or transfers** arranged by **GO2Africa** for which benefits are requested.

We/our/us - means Travel Insurance Consultants and/or SANTAM Limited, **AXA Travel Insurance**.

1. TRAVEL SUPPLIER FINANCIAL DEFAULT

1. 1 CANCELLING, POSTPONING AND ABANDONING YOUR TRIP

What you are covered for

1) This benefit applies to the costs for **Your** Travel Arrangements like **unused** travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are non-refundable, or where you are charged a fee to change them. You will be paid up to **\$ 20,000** if You cancel, postpone, change or abandon **Your Trip**, due to:

- a. **Financial Default of an airline, cruise line, tour operator, GO2Africa or any other provider, such as licensed car rental companies, hotels, taxi & transfer services, resulting in the complete cessation of services. Financial Default occurring on your coverage Start date.**
- b. **Coverage is provided for the Bankruptcy or Default of the travel agent or Travel Supplier that solicited this protection plan and from whom You purchased Your Land/Sea Arrangements. Benefits will be paid due to Bankruptcy or Default to the Beneficiary only if no Travel Arrangements is available. If alternate Travel arrangements of an equivalent standard are available, benefits will be limited to the change fee charged.**

1.2. CUTTING SHORT YOUR TRIP / TRIP INTERRUPTION

What you are covered for

If You cut short Your **Trip**, You will be paid reasonable travel costs for You to return **home**, and to resume Your **Trip**, and up to **\$ 20,000** for the **unused** costs of Your travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are non-refundable, due to:

- a. **Financial Default of an airline, cruise line, tour operator, GO2Africa or any other provider, such as licensed car rental companies, hotels, taxi & transfer services, resulting in the complete cessation of services. Financial Default occurring during your Trip.**
- b. **Coverage is provided for the Bankruptcy or Default of the travel agent or Travel Supplier that solicited this protection plan and from whom You purchased Your Land/Sea Arrangements. Benefits will be paid due to Bankruptcy or Default to the Beneficiary only if no Travel Arrangements is available. If alternate Travel arrangements of an equivalent standard are available, benefits will be limited to the change fee charged.**

What you are not covered for— Exclusions

Specific Exclusions are as follows:

Specific Cancelling, Postponing and Abandoning Your Trip Exclusions are as follows:

- 1) **Cancellation claims arising directly or indirectly from circumstances known to you prior to booking your trip.**
- 2) **Additional costs incurred if You fail to notify the providers of Your travel, accommodation, excursions and leisure activities immediately it is necessary that You cancel Your Trip.**
- 3) **An excess of \$ 50 under this benefit.**
- 4) **Travel Arrangements not booked through GO2Africa**

2 . LEGAL ADVICE AND EXPENSES COVER

What you are covered for

We will advance up to **\$ 2,000** for the legal costs of a civil action for compensation if someone else causes you injury or death during the **period of insurance**.

You must tell **us** about claims within 31 days. Please refer to page 3 for full details of how to make a claim.

General conditions

You must comply with the following conditions to have the full protection of your policy.

If You do not comply **we** may at our option cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

We will act in good faith in all our dealings with You.

1. **We** are entitled to take over and conduct in your name the defence and settlement of any legal action. **We** may also take proceedings at our own expense and for our own benefit, but in your name, to recover any payment **we** have made under this policy to anyone else.

2. You must not act in a fraudulent way. This includes if You or anyone acting for You:

- a) makes a claim under the policy knowing that the claim is false or fraudulently exaggerated in any way;
- b) makes a statement to support a claim knowing that the statement is false in any way;
- c) sends **us** a document to support a claim knowing that the document is forged or false in any way;
- d) makes a claim for any loss or damage caused by your deliberate act or with your encouragement.

3. If You act in a fraudulent way, **we** will:

- a) not pay the claim;
- b) not pay any other claim which has been made, or will be made under the policy;
- c) confirm that the policy is not valid;
- d) be entitled to recover from You the amount of any claim **we** have already paid under the policy;
- e) not return the premium; and
- f) report the matter to the police.

4. You accept that no alterations to the terms and conditions of the policy apply, unless **we** confirm them in writing.

5. any summons, notice or process to be served upon **Us** for the purpose of instituting any legal proceedings against **Us**, in connection with this insurance **must** be served upon Travel Insurance Consultants (Pty) Ltd, 5th Floor, 296 Kent Avenue, Randburg who have authority to accept notice on Our behalf

WE WILL ONLY PAY YOUR CLAIM IF YOU MEET THE FOLLOWING CONDITIONS:

1. You write to **us** within 31 days of returning to **your home** with full details of anything which may result in a claim.
2. You send **us** every writ, summons or other communication to do with a claim as soon as you are made aware of it.
3. You give **us** all the information, documents, evidence, vouchers, receipts and bills **we** need . You **must** do this at your own expense.
4. You do not admit liability or offer to pay any claim unless you have our written permission.
4. You have a valid booking or Travel arrangements organized by GO2Africa.

WE HAVE THE RIGHT TO DO THE FOLLOWING:

Only cover you for the whole of your **journey** and not issue a policy if you have started your **journey**.

Take over and deal with, in your name, any claim you make under this policy.

Take legal action in your name (but at our expense) and ask you to give **us** details and fill in any forms (including Department of Social Security forms), which will help **us** to recover any payment **we** have made under this policy.

Not give you any refund of your premium or transfer the premium.

Pay any claim on this policy under the law of South Africa. Any legal disputes will be dealt within a court in South Africa.

Cancel this policy without refunding your premium if your **journey** is cancelled or cut short.

What to do if you want to claim

1. Cancellation, curtailment and default charges

- If you cancel or curtail your **journey** as specified please contact **us** as soon as possible.
- You **must** contact your travel agent or tour operator as soon as you know that you may have to cancel or curtail your **journey**.
- All receipts and bills **must** be kept.
- You **must** provide **us** with full details of the circumstances that **caused** the claim together with any other evidence that **we** ask for.

To Claim,

1. Phone + 44 845 408 2968(UK) and ask for a claim form or by email at insurance-go@axa-assistance-mauritius.com.
2. **You** should fill in the form together with all the information and documents we ask for and send it to:

**AXA Assistance Claims,
No. 8, Industrial Estate,
Royal Road,
Coromandel,
MAURITIUS,**

3. The notification must be within 31 days or as soon as possible.

TO COMPLY WITH THE TERMS AND CONDITIONS AND IN ORDER TO RECEIVE BENEFITS UNDER THE PRESENT GROUP POLICY, THE COVERED PERSON MUST CONTACT THE ASSISTANCE SERVICE PROVIDER AS SOON AS A CLAIM OR POTENTIAL CLAIM OCCURS. IN ANY EVENT, THE COVERED PERSON MUST CONTACT THE ASSISTANCE SERVICE PROVIDER FOR INCURRING EXPENSES OVER € 250 OR AS SOON AS PHYSICALLY POSSIBLE, IN ORDER TO OBTAIN PRIOR AUTHORISATION BY THE ASSISTANCE SERVICE PROVIDER.

