

Baggage Insurance

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

FSP Number: 00060/01

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Queries (Chubb Travel Insurance Call Centre):

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

E-mail: chubbtravel-sa@chubb.com

Claims Service Centre:

Telephone: 0860 223 252 from South Africa only

E-mail: flysafair.claims@chubb.com

Chubb Compliance:

Telephone: 0860 223 266 from South Africa only

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

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



For and on behalf of Chubb Insurance South Africa Limited

GENERAL SECTION

Right to Cancel the policy

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

When Cover Will Start

1. Subject to (2) below, cover will start, in respect of **Section 1** "Personal Belongings and Sports Equipment" when **You** pass through check-in for departure to commence **Your** FlySafair Airline flight reflected in **Your Policy Schedule**.
2. Notwithstanding anything to the contrary contained in this **Policy**, cover in respect of this **Policy** will not commence before **Premium** is received by **Us** and **Your Policy Schedule** has been issued.

When Cover Will End

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

Data Protection

We will use information given, together with other information supplied during the course of applying for and concluding the **Policy**, for the administration of this **Policy**, the handling of claims and the provision of customer services. The information may also be disclosed to and used by:

- a. **Our** Service Providers and agents;
- b. **Your** agents, where appointed; or
- c. Other insurers and regulatory bodies.

We may also transfer certain information to countries that do not provide the same level of data protection as South Africa. **You** acknowledge that the sharing of claims and underwriting information (including credit information) by **Us** is essential to enable the insurance industry to underwrite policies, assess risks, to reduce the incidence of fraudulent claims, is in the public interest and is with a view to limiting **Premiums**. **You** hereby waive all rights to privacy in respect of any insurance **Policy** or claim made or lodged and consent to such information being disclosed to any **Other Insurance** company or its agent. **You** acknowledge that the information provided may be verified against other legitimate sources or databases.

Complaints Procedures

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

General Definitions

1. **Device(s)** shall mean, audio/video equipment (including radios, cassette/compact disc players, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, iPads, netbooks and the like), computer games equipment (including consoles, games and peripherals), for which **You** are responsible and which are taken on or acquired during the **Journey**.
2. **Excess** shall mean the first amount, or period of a claim, expressed as a monetary amount, percentage of the loss or period of time, which **You** must bear.
3. **Items** means a number of items associated as being similar or complementary or used together.
4. **Journey** shall mean **You** travelling aboard a FlySafair flight specified in **Your Policy Schedule**.
5. **Loyalty Provider** shall mean frequent flyer points, air miles, loyalty card points or the like that **You** or **Your Travelling Companion** may use to partially or fully pay for a flight ticket.
6. **Money** shall mean coins, bank notes, postal or money orders, signed traveller's cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons which belong to or are in **Your** custody and control and are intended for travel, meals, accommodation and personal expenditure only.
7. **Other Insurance(s)** shall mean any event or claim covered, paid or payable for the whole or any part under any other policy, including any statutory insurance, other insurance, other travel insurance, automatic credit card travel insurance or medical aid cover.
8. **Partner** shall mean a person recognised in South African Law as **Your** spouse, or someone of either sex with whom **You** co-habit with as though they are **Your** spouse.
9. **Person(s) Insured**, shall mean **You** if **You** are shown as insured on the **Policy Schedule**.
10. **Personal Belongings** shall mean personal articles other than business equipment, **Devices**, **Valuables** and **Money**, which are exclusively **Your** property and for which **You** are responsible and which are taken on a **Journey**.
11. **Policy Schedule** means the certificate of insurance attaching to and forming part of the **Policy** that **We** issue to **You** and contains the relevant details of the **Journey**.
12. **Policy** shall mean this document, the **Policy Schedule** and any subsequent endorsements to the aforesaid documents.
13. **Premium** shall mean the *Total Premium* reflected in the **Policy Schedule**
14. **Sports Equipment** shall mean sports equipment including sets where applicable, checked into the hold of a FlySafair aircraft other than business equipment and guns and hunting gear, which are exclusively **Your** property and for which **You** are responsible and which are taken on a **Journey**.
15. **Traumatic Event** means a violent criminal act or attempt where such violence is intended or made to overpower or subdue.
16. **Travelling Companion** shall mean someone **You** have arranged to go on a **Journey** with and who it would be unreasonable to expect **You** to travel or continue **Your Journey** without.
17. **Unusable** shall mean something that cannot be used, especially because it is damaged beyond reasonable repair.
18. **Valuables** shall mean contact or corneal lenses, sunglasses, prescription glasses or spectacles, cameras and other photographic equipment, telescopes and binoculars, satellite navigation equipment, wallets, jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals for which **You** are responsible and which are taken on or acquired during the **Journey**.
19. **We/Us/Our** shall mean Chubb Insurance South Africa Limited.
20. **You/Your/Yourself** means the Policyholder shown in the **Policy Schedule** and in respect of whom the **Premium** has been paid to **Us**.

General Conditions

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

1. This document, the **Policy Schedule** and any endorsements thereto shall be read together as one contract and any word or expression to which specific meaning has been attached shall, unless the context otherwise requires, bear such meaning wherever it may appear.
2. This **Policy** covers **Persons Insured** from 2-years of age and older at the Travel Commencement date detailed in the **Policy Schedule**.
3. **We** may cancel this **Policy** by giving 30-days' written notice to **You** at **Your** last known email address and in such event the **Premium** for the period up to the date when the cancellation takes effect shall be calculated and **We** shall return any unearned portion of the **Premium** provided that no claim has been made against this **Policy** within 30-days of cancellation.
4. This **Policy** is between **You** and **Us** only and all of its provisions and conditions are for the sole and exclusive benefit of the said parties. Nothing in this **Policy**, express or implied, is intended to confer upon any other person any rights, benefits or remedies of any nature whatsoever under this **Policy** or any of its provisions. Without limitation, no third party shall have any rights under this **Policy** or any right to receive **Policy** benefits.
5. **We** have the right to commence or take over legal proceedings in **Your** name for the defence or settlement of any claim, or to sue or prosecute any other party to recover monies payable by them by law. **You** must co-operate with **Us** and may not do anything to hinder or prejudice **Our** rights.
6. This **Policy** shall be governed and construed in accordance with the Law of the Republic of South Africa and the South African courts alone shall have jurisdiction in any dispute
7. This **Policy** will be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular by or on behalf of **You**, subject to the provisions of the Short-term Insurance Act 53 of 1998.
8. Communication of and in connection with this **Policy** shall be in the English language.
9. **We** do not accept any liability for any other products including financial products and/or services sold, insurance or assurances provided or underwritten in conjunction with this **Policy** by any other person, company, organisation including service providers, medical aid societies, financial services companies, insurance companies, assistance companies or the like that are not specifically appointed by **Us** and acting on **Our** behalf.
10. Specific Conditions relevant to the individual Sections of this **Policy** are located and contained in the appropriate Section.
11. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Eligibility Condition

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

Claims Conditions

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

1. In respect of all **Claims**, **You** must notify **Us** immediately by telephone on 0860 223 252 and thereafter send **Us** a Claim Form within 30-days of the date of loss.
2. **You** shall, at **Your** expense, provide **Us** with all documents, receipts, information and evidence as **We** may from time to time reasonably require in the form prescribed by **Us**.
3. Any **Excess**, where applicable, will apply separately under each Section and in respect of each claim.
4. **We** will only be liable to pay **Our** pro-rata portion of any claim submitted in terms of this **Policy** if **You** have **Other Insurance**, subject to the following:
 - a. if in **Our** discretion **We** decide to pay the claim in full, then **We** will not be obliged to make payment unless **You** cede **Us** all of **Your** rights in respect of the **Other Insurance**;
 - b. if **We** have already paid benefits in terms of this **Policy**, all of **Your** rights in respect of the **Other Insurance** will be ceded automatically to **Us**;

- c. a cession in terms of Claims **Condition 4a** or **4b** will allow **Us** to do all things necessary to claim against any other insurer, company or organization and institute legal proceedings against them if the **Other Insurance** is not paid;
 - d. without limiting any provision of this **Policy** or any legal obligation, **You** must co-operate fully with **Us** in relation to the **Other Insurance** or legal proceedings including:
 - i. not doing anything to prejudice or limit **Our** rights;
 - ii. providing **Us** with all relevant information and documents **We** require;
 - iii. sign any document or affidavit that **We** may request to enable **Us** to exercise **Our** rights.
- 5. Notwithstanding Claims **Condition 4**, the benefits under this **Policy** may not be ceded and/or assigned by **You**. **We** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported cession and/or assignment or other dealing with or relating to this **Policy**.
- 6. If any claim under this **Policy** shall be in any respect fraudulent or if any fraudulent means or devices were used by **You** or anyone acting on **Your** behalf to obtain benefit under this **Policy**, **We** shall be under no liability in respect of such claim and **We** will inform the police.
- 7. Where **You** dispute **Our** rejection of **Your** Claim or cancellation of **Your** Policy, **You** must make representation to **Us** in respect of the decision within 90-Days of the date of **Our** rejection or cancellation letter. Thereafter, **You** must take legal action by way of the service or summons against **Us** within 180-Days of the date of **Our** rejection or cancellation letter, failing which **You** will forfeit **Your** claim and no liability can arise in terms of such claim.
- 8. **You** must comply with the Conditions detailed in the relevant sections of this **Policy**. Where **You**, or **Your** personal representatives do not comply with any obligation to act in a certain way specified in this **Policy**, **We** reserve the right not to pay a claim.
- 9. **You** must take ordinary and reasonable care to safeguard against loss, damage, theft as though **You** were not insured. If **We** believe **You** have not taken reasonable care of property, the **Claim** may not be paid. The items insured under this **Policy** must be maintained in good condition.
- 10. **You** must recognise **Our** right to:
 - a. pay the amount of a claim (less any **Excess** and up to any **Policy** limit);
 - b. inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;
 - c. settle all claims in Rands;
 - d. be reimbursed within 30-days for any costs or expenses that are not insured under this **Policy**, which **We** pay to **You** or on **Your** behalf.
- 11. **You** are responsible to pay any tax liability of any benefit being paid that may incur tax or imposts.
- 12. No sum payable by **Us** under this **Policy** shall carry interest.

General Exclusions

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

- 1. Any claim relating to an incident which **You** were aware of at the time **You** took out this insurance and which could reasonably be expected to lead to a claim.
- 2. Any claim arising from civil riots, blockades, strikes or industrial action of any type except for strikes or industrial action which were not public knowledge when **You** booked **Your Journey**.
- 3. Any expenses incurred due to the default, financial failure, insolvency of the tour operator, airline (including FlySafair) or any other company, firm or person or their being unable or unwilling to fulfil any part of their obligation to **You**.
- 4. Any claim arising from **You** being involved in any deliberate, malicious, reckless, illegal or criminal act.
- 5. Any claim arising from:
 - a. **Your** suicide or attempted suicide; or
 - b. **You** injuring yourself deliberately or putting yourself in danger (unless **You** are trying to save a human life).
- 6. Any costs which **You** reason for the claim not occurred.
- 7. Any epidemic and pandemic events.
- 8. We will not be liable to make any payment under this **Policy** where the Insured Person does not meet the Eligibility Condition detailed on Page 4.

9. This insurance does not apply to the extent that resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, the member states of the European Union or United States of America prohibit Us from providing insurance, including but not limited to the payment of claims or the provision of any other Benefit.
10. In particular, **We** will not pay any claims or provide any other Benefits arising out of or relating to any **Insured Person** whose main residence is in Cuba and/or arising out of or relating to any travel to, from or in Cuba or any travel which starts, ends or has a scheduled stop in Cuba.

SCHEDULE OF BENEFITS

SECTION 1

1.1 Personal Belongings Loss, Damage or Theft.....	Up to R10,000 - excess R500 / claim (any one item R2,000)
1.2 Sports Equipment Loss, Damage or Theft.....	Up to R10,000 - excess R500 / claim (any one item R2,000)

BENEFIT SECTION

Section 1 – Personal Property & Baggage

2.1 **Personal Belongings**

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

2.2 **Sports Equipment**

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

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

1. Loss, theft or damage of **Valuables** or **Device(s)**.
2. Loss, theft or damage of any **Personal Belongings** and **Sports Equipment** if left unattended unless checked as baggage or stowed in the aircraft cabin.
3. Loss, theft or damage of any **Personal Belongings** and **Sports Equipment** as a result of **Your** negligence to ensure that **Your** luggage has been properly stored or left in the care of the in-flight attendant.
4. Any claim for loss or theft to **Personal Belongings** and **Sports Equipment** which **You** do not report to the police within 24-hours of the discovery of the loss or theft.
5. Any claim for loss, theft or damage to **Personal Belongings** and **Sports Equipment** which **You** do not report to FlySafair within 24-hours of discovering it and which **You** do not obtain a written report for. If the loss, theft or damage to **Your** property is only noticed after **You** have left the airport, **You** must contact FlySafair Lost Property Office in writing with full details of the incident within 24-hours of leaving the airport and obtain a written report from them.
6. Any claim if **You** already have more specific insurance covering **Your Personal Belongings** and **Sports Equipment**.
7. Damage due to scratching or denting unless the item, if applicable, has become **Unusable** as a result.
8. Losses caused by mechanical or electrical breakdown or damage caused by leaking powder or fluid carried within **Your** baggage.
9. Loss, theft or damage to dentures, hearing aids, artificial limbs, paintings, household equipment, bicycles and their accessories, motor vehicles and their accessories, marine craft and equipment or items of a perishable nature (meaning items that can decay or rot and will not last for long, for example, food).

Specific Claims Conditions

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

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

The following specific conditions apply to **Section 1**:

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

Notice to Short-Term Insurance policy holders

DISCLOSURE AND OTHER LEGAL REQUIREMENTS

Important – please read carefully

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

As a Short-term Insurance policyholder, or prospective policyholder, you have the right to the following information:

Statutory notice	Information
<p>1. About the intermediary (insurance broker or representative)</p> <ol style="list-style-type: none"> Name, physical address and postal address and telephone number. Legal status and any interest in the insurer. Whether or not in possession of professional indemnity insurance. Detail of how to institute a claim. Rand amount of fees and commission payable. Written mandate to act on behalf of insurer. 	<p>Contact Details: Safair Operations Proprietary Limited (Reg. No. 2007/032915/07) Physical Address: Northern Perimeter Road, O.R. Tambo International Airport, Bonaero Park,1619 Tel: 087 135 1351</p>
<p>2. About the insurer</p> <ol style="list-style-type: none"> Name, physical and postal address and telephone numbers. Telephone number of compliance department of the insurer. Details of how to institute a claim and/or complaint. Type of policy: refer to your policy schedule. Extent of premium obligations, manner of payment of premium, due date of premiums and consequences of non-payment: refer to policy schedule. Fees: The premium displayed on your quote, policy schedule or renewal will be payable. Complaints procedure: visit our website www.chubb.com/za Chubb Insurance South Africa Limited is in possession of Professional Indemnity Cover. 	<p>Contact Details: Chubb Insurance South Africa Limited Reg No: 1973/008933/06 PO Box 1192, Saxonwold, 2132</p> <p>Located at: Ground Floor, The Bridle, Hunts End Office Park, 38 Wierda Road West, Wierda Valley, Sandton Tel: 011 722 5700 FSP No: 27176</p> <p>Compliance Officer: Arnold Schoombee PO Box 1192 Saxonwold 2132 Tel: 011 722 5700 Fax: 011 783 0812</p>
<p>3. Other matters of importance</p> <ol style="list-style-type: none"> You must be informed of any material changes to the information referred to in paragraph 1 and 2. If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 days. If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term Insurance. Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim. If premium is paid by debit order: <ol style="list-style-type: none"> it may only be in favour of one person and may not be transferred without your approval; and the insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order. The insurer and not the intermediary must give reasons for repudiating your claim. Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you. You are entitled to a copy of the policy free of charge. 	

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

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

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

Warning

Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents handed to you. Make note as to what is said to you. Don't be pressurised to buy the product. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

<p>4. Particulars of Short term Insurance Ombudsman who is available to advise you in the event of claim problems, which are not satisfactorily resolved by the insurance intermediary and/or the insurer.</p>	<p>PO Box 32334 BRAAMFONTEIN, 2017 Tel: (011) 726-8900 Fax: (011) 726-5501 info@osti.co.za</p>
<p>5. Particulars of the Financial Sector Conduct Authority (FSCA)</p>	<p>PO Box 35655 MENLO PARK, 0102 Tel: (012) 428-8000 Fax: (012) 347-0221</p>
<p>6. Particulars of the FAIS Ombud</p>	<p>PO Box 74571 LYNWOOD RIDGE, 0040 Tel: (012) 470 9080 Fax: (012) 348 3447</p>
<p>7. Particulars of SASRIA</p>	<p>Sasria Soc Limited Reg No: 1979/000287/06 FSP: 39117 36 Fricker Road, Illovo PO Box 653367, Benmore, 2010 Tel: (011) 214 0800 Fax: (011) 447 8630</p>

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

Other important information

<p>Claims</p>	<p>Procedures for the submission of claims and your responsibilities are detailed in the policy document in the section of the policy headed GENERAL CONDITIONS. In the event of a possible claim you must notify your advisor or Chubb Insurance South Africa Limited as soon as reasonably possible and submit a completed claim form as soon as practicable but within 30 days. When we are dealing with any claim you must give us any information and help we reasonably ask for.</p>
<p>General</p>	<p>The policy wording and schedule must be read as one document. If you need advice on any aspect of your policy, first amounts payable [excesses], claims procedures or your responsibility to pay premiums, please contact your insurance advisor or Chubb Insurance South Africa Limited.</p> <p>Should you at any time suspect fraudulent dealings on the part of the Insurer or any other person dealing with your insurance claim, please contact the Insurer on 011 722 5700 or the Insurance Fraudline on 0860 002526.</p>

The SARS Commissioner has directed in terms of sections 20(7) and 21(5) that a short-term insurer does not have to issue a tax invoice, credit note or debit note in respect of a supply of short term insurance.

For the purposes of deducting input tax, the insured (being a vendor seeking to deduct the VAT as input tax) must be in possession of the policy document together with proof that the premium has been paid (for example, bank statements).