

Cim Business Credit Card

Travel Insurance



CIM BUSINESS CARD

This is **your** travel insurance policy. It 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.

CONTENTS

How to get help.....1

Your policy.....1

Policy contents and summary of cover.....2

Policy definitions.....3

Important information about Your Travel Insurance.....4

Included activities and Hazardous Activities.....5

PART 1 – COVERS FOR YOU

Section A – Emergency Medical and Related Costs.....6

Section B - Personal Accident Cover.....7

Section C - Personal Liability.....7

Section D - Legal Expenses.....8

PART 2 – COVERS FOR YOUR TRIP

Section E- Missed Departure.....9

Section F - Delayed Departure.....9

Section G - Missed Connection.....9

PART 3 – COVERS FOR YOUR PROPERTY

Section H - Baggage.....10

General Conditions Applying to all Sections.....11

General Exclusions Applying to all Sections.....12

Data Protection Act.....13

Complaints Procedure.....13

FOR EMERGENCY CALL US ON +230 405 5805

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

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

EMAIL : claims@linkhamservices.com

Your Policy

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.

You are covered under this policy if **you** are a Cim Business Card Cardholder. The policy is held by CIM FINANCE of Edith Cavell & Mère Barthélemy streets, Port Louis, Mauritius, for the benefit of its cardholders.

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 insurance policy will be governed by “Livre III, Titre Douzieme, Chapitre Troisieme of the Mauritius Civil Code” and any unresolvable disputes will be dealt with by the Mauritain Court.

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**.

CIM BUSINESS CARD - SUMMARY OF BENEFITS

SECTION		BENEFITS	Benefit Limit per insured per event in Rs.	Excess per insured per event in Rs.
		Travel Assistance	Service Only	N/A
COVERS FOR YOU				
PART 1	Section A	Emergency Medical and Related Costs	1,500,000	2,000
		Emergency Dental Treatment	6,000	N/A
		Hospital Daily Benefit	Rs. 1000 per Day Max Rs.10,000	N/A
		Emergency visit (Hotel accommodation and air ticket)	Rs. 5,000 for Max 5 days + Air ticket	N/A
		Hotel for Convalescence	3,000 for hotel accomodation max 5 nights	N/A
	Section B	Personal Accident Cover		
		Death	Rs. 400,000	N/A
		Loss of sight or loss of limbs	Rs. 100,000	N/A
		Permanent total disablement	Rs. 500,000	N/A
	Section C	Personal Liability	150,000	800
Section D	Advance on Legal Assistance	Per person per trip: Rs. 40,000	N/A	
	Advance on bailbond	Per person per trip: Rs. 100,000	N/A	
COVERS FOR YOUR TRIP				
PART 2				
	Section E	Missed Departure	10,000	800
	Section F	Delayed Departure	3,000 Every 3 hrs Max Rs 6,000	N/A
	Section G	Missed Connection	10,000	800
COVERS FOR YOUR PROPERTY				
PART 3	Section H	Baggage	30,000	800
		Single article limit	15,000	
		Valuable limit	15,000	
		Theft or Damage of Business Equipment	20,000	

Policy Definitions

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

Accident

A sudden, unexpected, unintended and external event, which causes **bodily injury**.

Administrator

Linkham Services Ltd

Age Limit

75 Years

Bodily Injury

An identifiable physical injury sustained by **you** caused by sudden, unexpected, external and visible means.

Card Holder, You/Your/Beneficiary

The main account holder or supplementary cardholder of Cim Business Card issued by Cim Finance Ltd.

Close business associate

Any person whose absence from business for one or more complete working day at the same time as **your** absence prevents the effective continuation of that business.

Close relative

Your partner (anyone with whom **you** have cohabited for at least six months); fiancé(e); parent, parent-in-law, step-parent or legal guardian; child, step-child or foster child; sibling; sibling-in-law, half-sibling or step-sibling; grandparent or grandchild.

Couple

You and either **your** fiancé(e), spouse or partner who is normally resident at the same address as **you**.

Doctor

A registered practicing member of the medical or healthcare profession who is not related to **you** or **your** travelling companion.

Emergency assistance company

Our emergency assistance provider.

Excess

The amount **you** must pay towards any claim. The **excess** applies separately to:

- each **insured person** claiming; and
- each event that leads to a claim.

Hazardous activity/activities

Professional sporting activity - Any sporting activity other than those listed on page 5.

Home/Home country

Your normal place of residence in **your** Country of Residence.

Insured Person/You/Your

The cardholder of a Cim Business Card.

Journey/Trip

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

Loss of limb

The permanent severing at or above the wrist or ankle or total loss of a complete foot, leg, hand or arm.

Loss of sight

The degree of sight remaining in one eye after correction is 3/60 or less on the Snellen scale or, in both eyes, means **your** name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

Medical Condition

Any disease, illness or injury.

Medical practitioner

A qualified registered practicing member of the medical profession who is not related, directly or indirectly to **you** and who is not a person with whom **you** are travelling.

One-way Trip

A holiday or **trip** that takes place during the **period of insurance** which begins when **you** leave **your home** and ends 90 days after **you** arrive at **your** final destination at which time all cover under this policy ceases.

Passive Terrorism

Means an act/or acts in which the **insured person** is not an active participant in terrorist attacks.

Active participant in terrorism shall include any insured Person supplying, transporting or otherwise handling facilities, equipment, devices, vehicles, weapons or other materials intended for use in a terrorist activity.

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.

Personal Money

Cash (notes and coins in current use, including foreign currency), non-refundable pre-paid travel and/or admission tickets and pre-paid cards all held for personal use.

Personal possessions

Luggage, clothing, personal effects and valuables but excluding **personal money**.

Pre-existing Medical Condition

Any medical or psychological condition for which, at the date **you** became an **insured person** or the date when **you** booked **your trip**, whichever is later, **you**:

- i) had received advice, medication or treatment from a **doctor** during the last 24 months;
- 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.

Public Transport

Any duly licensed aircraft, sea vessel, train or coach on which **you** are booked to travel.

Redundancy

Loss of permanent paid employment (other than when you are self-employed or accept voluntary redundancy) after a continuous working period of two years with the same employer, when **You** are over 18 and under 65.

Total permanent disability

A total and permanent disability that prevents **you** from doing any work of any kind for 52 consecutive weeks.

Travelling Companion

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

Trip

A **journey** of not more than 90 days that begins and ends at **your home** during the **period of insurance** and which is outside **your** country of residence.

Unattended

Not in **your** full view and where **you** are not in a position to prevent unauthorized taking of **your** property unless it is in a locked room or safe.

Property left in a vehicle between the hours of 9am – 9pm and between the hours of 9am – 9pm unless the vehicle is locked and the items are hidden from view in an enclosed boot, luggage or storage compartment.

Valuables

- i) Cameras, camcorders, binoculars, telescopes and accessories;
- ii) Audio, visual and television equipment;
- iii) computers, gaming consoles, electronic book readers, satellite navigation equipment, mobile phones and accessories;
- iv) jewellery, watches, items made of or containing gold, silver, leather goods, precious metals or precious or semi-precious stones.

We, us, our

SWAN General Ltd (also referred to as SWAN Insurance)

You, Your, Insured Person(s)

The account holder, their partner, any **dependent child**.

Important Information About Your Travel Insurance

Operation of cover

Your policy will only operate:

- i) when **you** hold a valid Cim Business Card under which **you** are entitled to receive the benefit of this policy;
- ii) for **trips** up to 90 days,

This policy automatically covers Business Credit cardholders.

If **you** require confirmation of cover, **we** recommend that **you** contact CIM Finance LTD for the provision of **your** Policy certificate.

Failure to provide correct information or inform **us** of any changes could adversely affect **your** policy, including invalidating **your** policy or causing claims to be rejected or not fully paid.

Country and Trip Length Issues

Geographical Limits: As standard **your** policy will cover **you** for worldwide travel excluding **your** country of residence.

Trip Duration Limits

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.

This policy does not cover claims where **you** have travelled to areas about which the Foreign & Commonwealth Office (FCO) or any other official authority has advised against "All travel" or "All but essential travel". **You** must comply with the most up-to-date travel advice detailed on the FCO website at all times during **your trip**.

Activities Issues

Included Activities and **Hazardous activities**

This policy will automatically cover **you** for participation in some but not all activities. Full details are on page 5.

Use Of Motor Vehicles

Scooters, Mopeds and Motorcycles

This policy will automatically cover **you** on **your trip** for using hired motor vehicles of 125cc or less but **you** must wear a crash helmet and, if **you** are the rider, **you** must hold a valid licence to drive that vehicle type within **your home** area. There will be no cover for off-road driving. **you** will also be covered for vehicles above 125cc but only if **you** hold a valid licence to drive that vehicle type within **your home** area, it is **your** mode of transport from **your home** area and **you** are wearing suitable protective clothing and **you** are driving on-road.

Cover under Section F Personal Liability does not apply to the use of any motor vehicle.

This insurance **ONLY** covers **you** and does not cover the motor vehicle.

Use Of Motor Vehicles – Quad Bikes (All Terrain Vehicles)

No cover is provided for **your** use of a quad bike or all-terrain vehicle, whether as a rider or passenger, on road or off-road.

Included Activities and Hazardous activities

You are not covered under Section D Emergency Medical and Related Costs, Section E Personal Accident, or Section F Personal Liability if **you** take part in any activity:

- i) That is not listed at all under Included Activities below, or is in the **hazardous activities** list below;
- ii) Where such activities are part of **your** professional duties, or where **you** are receiving financial reward for participating in such activities;
- iii) Where such activities are organized on **your trip** for competitive or racing purposes.

Included Activities

Land based activities:

- Aerobics
- Archery (under qualified supervision only, no cover under Section E, Personal Accident or Section F, Personal Liability)
- Badminton
- Baseball
- Basketball
- Beach games (including cricket, football and volleyball)
- Bowls
- Camel rides or elephant rides
- Clay pigeon shooting (under qualified supervision only, no cover under Section E, Personal Accident or F Personal Liability)
- Climbing (on artificial walls, under qualified supervision only)
- Cricket
- Croquet
- Cruises
- Cycling (but not BMX or off-road biking)
- Dancing
- Dog sledding
- Fell walking (up to 3,000 metres above sea level)
- Fencing (protective equipment must be worn)
- Football
- Go-karting (up to 125cc, crash helmet must be worn, no cover under Section E Personal Accident or Section F Personal Liability)
- Golf
- Grass skiing
- Gymnastics
- Handball
- High ropes courses (under qualified supervision only)
- Hiking (up to 3,000 metres above sea level)
- Hockey
- Horse riding or hacking (not hunting, jumping or polo) (helmet must be worn)
- Ice skating (on rink only, not ice hockey or speed skating)
- Jogging or running
- Motorcycling (up to 125cc, crash helmet must be worn, no cover under Section F Personal Liability)
- Netball
- Orienteering
- Pony trekking (helmet must be worn)

- Racquetball
- Rambling (up to 3,000 metres above sea level)
- Rifle shooting (under qualified supervision only, no cover under Section E Personal Accident or F Personal Liability)
- Roller skating or roller blading
- Rounders
- Safari
- Skateboarding
- Softball
- Squash
- Table games (table tennis, snooker, pool, billiards)
- Tennis
- Trampolineing
- Trekking (up to 3,000 metres above sea level)
- Volleyball

Water based activities :

Must be in inland or coastal waters only unless otherwise stated:

- Angling (pier, freshwater or sea angling)
- Body or boogie boarding
- Banana boating (buoyancy aid must be worn)
- Canoeing or kayaking (grade 1, 2 and 3 only, helmet and buoyancy aid must be worn)
- Dinghy sailing (buoyancy aid must be worn)
- Fishing
- Jet skiing or wet biking (helmet and buoyancy aid must be worn, no cover under Section F Personal Liability)
- Rafting (grade 1, 2 and 3 only, helmet and buoyancy aid must be worn)
- Rowing
- Scuba diving - scuba diving to the following depths, when **you** hold the following qualifications, and are diving under the direction of an accredited dive marshal, instructor or guide and within the guidelines of the relevant diving or training agency or organisation:

PADI Open Water - 18 metres

PADI Advanced Open Water - 30 metres

PADI Advanced Plus - 40 metres

BSAC Club Diver - 20 metres

BSAC Sports Diver - 35 metres

BSAC Dive Leader 50 metres

We must agree with any equivalent qualification. If **you** do not hold a qualification, **we** will only cover **you** to dive to a depth of 18 metres.

- Snorkelling
- Surfing
- Swimming
- Water polo
- Water skiing (buoyancy aid must be worn)
- Windsurfing or sailboarding (buoyancy aid must be worn)
- Yachting (buoyancy aid must be worn, maximum 12 miles from coast)

Air based activities:

- Gliding (as a passenger only)
- Hot air balloon rides (as a passenger only)
- Parascending (over water)

Section A – Emergency Medical and Related Costs

What is Covered

We will cover **you** for the following expenses if **you** die, are injured, become ill or are quarantined while on a **trip**:

1. Emergency Medical Costs outside **your home area**

- Emergency medical, surgical and hospital treatment (including ambulance and rescue service fees to take **you** to hospital) incurred outside **your home area**;
- Emergency dental treatment solely for sudden pain relief incurred outside **your home area**;
- If **you** are claiming for expenses that are covered under this section we will also pay **you** hospital benefit for every complete 24 hour period **you** are being treated as an in-patient outside **your home area**.

2. Related Costs outside **your home area**

Additional travel and accommodation expenses:

- to get **you** to or from hospital, where such expenses relate to **your** in-patient admission or discharge, or attending for outpatient treatment or appointments;
- needed to return **you** to **your home area** on the advice of our medical advisor;
- that **you** have to pay to get **home** following emergency medical treatment and where **you** cannot use **your** return ticket;
- for one person, who is resident in **your home area**, to travel to, remain with or escort **you** back to **your home area** on the advice of our medical advisor;
- Additional accommodation costs of a similar standard to the accommodation **you** had booked for **your trip** if it is medically necessary for **you** to stay after the date **you** intended to return **home**;

Cost of telephone calls:

- that **you** make to our **Emergency assistance company**; or
- incurred by **you** when **you** receive calls from our **Emergency assistance company**;

If **you die**:

- the cost of funeral or cremation where **you** die outside **your home area**; or the cost of returning **your** body or ashes to **your home**.

The most we will pay

The most we will pay for each **insured person** is:

Emergency Medical Costs and Related Costs outside **your home area**:

- Rs.1,500,000 overall limit.
- Rs.6,000 for emergency dental treatment for emergency pain relief.
- Rs.1,000 hospital benefit for every complete 24 hour period for which **you** are treated as an in-patient, up to Rs.10,000 in total.
- Rs.5,000 for hotel accommodation per night for a maximum of 5 nights for Emergency visit, and also Return Economy Air Tickets.

- Rs.3,000 for hotel accommodation per night for a maximum of 5 nights for Convalescence.

Special conditions

- **You** must contact our **Emergency assistance company** as soon as reasonably possible if **you**:
 - i) need to go to hospital as an in-patient;
 - ii) are told by **your treating doctor** that **you** are going to require tests or other out-patient treatment;
 - iii) need to return to **your home area** as a result of a medical emergency; or need to extend **your trip** as a result of a medical emergency.
- If **you** claim for emergency medical costs, our **Emergency assistance company** may arrange to have **you** moved from one hospital to another and/or arrange for **your** repatriation to **your home area**. They will only do this where it is considered safe to do so in the opinion of our medical adviser and **your treating doctor**.
- **You** must follow the advice given by the Foreign & Commonwealth Office and **your doctor** for the destinations **you** intend visiting on **your trip**. This includes getting all recommended vaccinations and taking sufficient supplies of **your** prescription medication with **you**.
- **You** must try to get any necessary emergency medical treatment in a facility that accepts the reciprocal health agreement (as outlined on page 6) where this is available. Our **Emergency assistance company** will give **you** advice when **you** contact them.

What is not covered

We will not cover:

- the **excess** amount. This is Rs. 2000 for every claim for each **insured person**;
- any expenses that **you** can recover from elsewhere;
- anything mentioned in the General Exclusions section of this policy;
- any claim that is the result of a **pre-existing medical condition**;
- any claim for costs incurred as a result of an anticipated event;
- any claim under 1. Emergency Medical Costs outside **your home area** for expenses incurred within **your home area**;
- any further expenses incurred if **you** choose not to move hospital or return to **your home area** after our medical adviser and **your treating doctor** have deemed it safe for **you** to be moved;
- any claim for costs of in-patient hospital treatment or being returned to **your home area** that have been incurred without the prior permission of our emergency medical service;
- any claim for a **medical condition** if **you** were travelling against the advice of a **doctor**, or would have been travelling against the advice of a **doctor** if **you** had sought such advice;
- any claim where **you** are travelling in order to receive medical advice or treatment;
- any claim which is the result of **you** not taking:
 - i) necessary medication which **you** knew at the start of **your trip** that **you** would need while **you** were away (including costs incurred in obtaining or replacing medication); or
 - ii) inoculations for tropical diseases as advised by the World Health Organization;

- any claim for costs of treatment, tests or surgery (including preventative treatment and cosmetic or elective surgery) which is not essential in the opinion of our medical adviser or could reasonably have waited until **your** return to **your home** area;
- any dental work involving precious metals or dental fittings;
- any claim for single or private room accommodation, unless it has been deemed medically necessary by our medical adviser;
- any claim for treatment or services obtained at a health spa, convalescent or nursing **home** or any rehabilitation centre;
- any claim as a result of **you** participating in any hazardous activity;
- any claim as a result of manual work;
- any claim as a result of **you** riding or driving any motorised vehicle, unless **you** are licensed to drive that vehicle type within **your home** area;
- any claim as a result of **you** using any motorcycle, moped or scooter:
 - i) if **you** do not wear a crash helmet;
 - ii) if **you** are the rider and **you** do not hold a valid licence to drive that vehicle type in **your home** area; or
 - iii) **your home** area; or
 - iv) if the vehicle is above 125cc, and it is not **your** mode of transport from **your home** area or if **you** are not wearing appropriate protective clothing;
- any claim as a result of **you** using a quad bike or all-terrain vehicle as a rider or passenger.
- anything mentioned in the General Exclusions section of this policy;
- any claim that is the result of a **pre-existing medical condition**;
- any claim that is the result of a sickness or disease, naturally occurring or degenerative condition;
- any claim for costs incurred as a result of an anticipated event;
- any claim for total permanent disability if **you** had retired before **your trip** started;
- any claim as a result of **you** participating in any hazardous activity;
- any claim as a result of manual work;
- any claim as a result of **you** riding or driving any motorised vehicle, unless **you** are licensed to drive that vehicle type within **your home** area;
- any claim as a result of **you** using any motorcycle, moped or scooter:
 - i) if **you** do not wear a crash helmet;
 - ii) if **you** are the rider and **you** do not hold a valid licence to drive that vehicle type in **your home** area; or
 - iii) if the vehicle is above 125cc, and it is not **your** mode of transport from **your home** area or if **you** are not wearing appropriate protective clothing;
- any claim as a result of **you** using a quad bike or all-terrain vehicle as a rider or passenger.

Section B – Personal Accident

What is covered

We will cover **you** if **you** are accidentally injured on **your trip** and this solely and independently results in **your**:

- death;
- **loss of sight**;
- **loss of limb**; or
- **total permanent disability**.

The most we will pay

The most **we** will pay for each **insured person** is:

- Rs.400,000 in case of death.
- Rs.100,000 for **loss of sight**.
- Rs.100,000 for **loss of limb**.
- Rs.500,000 for **total permanent disability**.

Special conditions

- Any claim payments will be made to **you** or **your** legal representatives.
- If **you** die and do not leave a will, no claim payments will be made until executors have been appointed.
- Death, **loss of sight**, **loss of limb** or **total permanent disability** must occur within one year of the date **you** were accidentally injured.
- **We** will not pay any claim for **total permanent disability** until at least one year has passed from the date **you** were accidentally injured.
- **We** will only pay one benefit under this policy for any **insured person** from a single event.

What is not covered

We will not cover:

- anything mentioned in the General Exclusions section of this policy;
- any claim that is the result of a **pre-existing medical condition**;
- any claim that is the result of a sickness or disease, naturally occurring or degenerative condition;
- any claim for costs incurred as a result of an anticipated event;
- any claim for total permanent disability if **you** had retired before **your trip** started;
- any claim as a result of **you** participating in any hazardous activity;
- any claim as a result of manual work;
- any claim as a result of **you** riding or driving any motorised vehicle, unless **you** are licensed to drive that vehicle type within **your home** area;
- any claim as a result of **you** using any motorcycle, moped or scooter:
 - i) if **you** do not wear a crash helmet;
 - ii) if **you** are the rider and **you** do not hold a valid licence to drive that vehicle type in **your home** area; or
 - iii) if the vehicle is above 125cc, and it is not **your** mode of transport from **your home** area or if **you** are not wearing appropriate protective clothing;
- any claim as a result of **you** using a quad bike or all-terrain vehicle as a rider or passenger.

Section C – Personal Liability

What is covered

We will cover **you** if **you** become legally liable, during **your trip** for an **accident** that causes:

- death or injury to any person; or
- loss of or damage to property that is not owned by any **insured person**.

We will also cover any reasonable and necessary legal costs and expenses **you** incur in relation to the **accident**.

The most we will pay

The most **we** will pay for all claims arising from any one event is Rs. 150,000.

Special conditions

You must get our permission before incurring any costs or expenses.

What is not covered

We will not cover liability arising from:

- anything mentioned in the General Exclusions section of this policy;
- death or injury to **your** employees or members of **your** family;
- loss of or damage to property which is owned by or under the control of **you**, a member of **your** family or **your** employees;
- ownership or occupation of any land or building (other than occupation of temporary holiday accommodation, and in which case **we** will not cover the **excess** amount, which is Rs. 800);
- **your** profession, business or employment including voluntary work of any kind;
- any fines or damages which have been awarded to punish the person responsible rather than to

compensate the affected individual for any losses;

- **you** owning or using any:
 - i) animal (other than **your** domestic pets);
 - ii) firearm;
 - iii) mechanically propelled or towed vehicles;
 - iv) vessels (other than manually propelled water craft); or aircraft.
- **you** participating in any hazardous activity;
- **your** own deliberate actions or failure to act when **you** should have done;
- Any claim arising from a **trip** that is solely within **your** home area;
- **you** engaging in manual labour

Section D - Legal Expenses

What is covered

1. Personal Injury and Holiday Contract Disputes

We will pay, up to the amount detailed in the schedule of benefits, for costs to help **you** claim damages and compensation:

- for injury, illness or death, which happens during **your trip**; or
- following a breach of contract claim arising out of an agreement **you** have for **your trip**.

2. Detention Abroad

We will cover, up to the amount detailed in the schedule of benefits for the first consultation that **you** arrange with a local solicitor if **you** are arrested or held by authorities during **your trip**.

We agree to provide this cover if:

- any legal proceedings will be carried out by a court which **we** agree to; and
- **We** and the appointed representative agree that there are reasonable prospects of success which must continue for the duration of the claim.

The most **we** will pay, including any appeal or counterclaim is:

- Rs. 40,000 costs for all claims arising from the same incident under 1. Personal Injury and Holiday Contract Disputes.
- Rs. 10,000 for the first consultation that **you** arrange with a local solicitor under detention abroad.

3. Advance of Bailbond

We will deposit up to Rs. 100,000 on behalf of the **insured person**, as security required in order to guarantee:

- a) payment of fees for the procedures, with exclusion of the deposits required for covering the civil liabilities, fines or personal indemnities to be paid by the Covered Person, and/or
- b) The release of the **insured person** in the event of detention following a road **accident**.

This deposit is a loan made by **us** to the **insured person**. It

must be repaid to **us** as soon as the court case is concluded, whatever the outcome, or within 3 months from the date of the deposit by **us**.

Special Conditions

You must tell **us** about claims within 90 days.

Choosing an appointed representative

- If **we** accept **your** claim **we** will appoint a preferred law firm to try to settle the matter without having to go to court.
- If it is necessary to take **your** claim to court, or if there is a conflict of interests, **you** can choose a law firm to act as the appointed representative.
- If **you** choose an appointed representative who is not a preferred law firm they must agree to act for **you** in line with **our** terms of appointment (**you** can ask **us** for a copy). Cover for their costs will only commence from the date they agree to **our** terms of appointment.
- The appointed representative will enter into a separate contract of appointment directly with **you**. **You** will be responsible for costs incurred by the appointed representative which are not authorised by **us**.

Co-operating with your appointed representative and us

- If **we** ask, **you** must tell the appointed representative to give us any documents, information or advice that they have or know about.
- **You** must fully co-operate with the appointed representative and **us**, and not take any action that has not been agreed by **your** appointed representative or by **us**.
- **You** must keep **us** and the appointed representative promptly informed of all developments relating to the claim and provide **us** and the appointed representative immediately with all information, evidence and documents that **you** have or know about.
- **You** must get our written permission before instructing a barrister or an expert witness.
- **We** can contact the appointed representative at any time, and he or she must co-operate fully with **us** at all times.

Barrister's opinion

If there are conflicting opinions over reasonable prospects of success, **you** will be required to obtain an opinion from a barrister; the choice of the barrister needs to be agreed between **you** and **us**. **You** will be responsible for paying for the opinion unless it shows that **your** claim has reasonable prospects of success.

Settling or ending your claim

- **You** must tell **us** if anyone makes a payment out of court or offers to settle **your** claim.
- **You** must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the appointed representative without our approval. **We** will not withhold our approval without good reason.
- If an appointed representative refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, cover for **your** claim will end immediately unless **we** agree to appoint another

appointed representative.

- **We** can decide to settle **your** claim by paying **you** the compensation **you** are likely to be awarded by a court instead of starting or continuing **your** claim or legal proceedings. If **your** claim is not for damages, **we** may decide to settle **your** claim by paying **you** the equivalent financial value of **your** claim.
- **We** can refuse to pay further costs if **you** do not accept an offer or payment into court to settle a claim which **we** or **your** appointed representative considers should be accepted.
- **We** can refuse to pay further costs if **we** or the appointed representative consider that those costs would be disproportionate to the value of the claim.
- **You** must tell us if **your** claim no longer has reasonable prospects of success.
- **We** can refuse to pay further costs if **your** claim no longer has reasonable prospects of success.

Assessing and recovering costs

- **We** have the right to have costs certified by the appropriate professional body, audited by costs draftsmen **we** choose or assessed by a court.
- **You** must tell **your** appointed representative to claim back all costs that **you** are entitled to. If costs **we** have paid are recovered, **you** must refund them to us.
- **We** and **you** will share any costs that are recovered where:
 - i) **We** refused to pay further costs and **you** paid more costs to complete **your** claim; or
 - ii) **You** chose to pay the difference between the costs **We** offered to the appointed representative under our terms of appointment and the costs charged by the appointed representative.
- **We** and **you** will each receive the actual percentage of the recovered costs as originally paid.

What is not covered

We will not cover any claim arising from or relating to:

- anything mentioned in the General Exclusions section of this policy;
- defending **your** legal rights in claims against **you**;
- illness or injury which develops gradually or is not caused by a specific or sudden **accident**;
- psychological injury or mental illness unless it results from a specific or sudden **accident** that has also caused physical **bodily injury to you**;
- action against another **insured person**, a **close relative**, **your travelling companion** or anyone outside **your home area** that **you** had planned to stay with;
- costs that relate to the period before **we** accept **your** claim;
- costs and expenses for bringing a legal action in more than one country for the same event;
- fines, penalties, compensation or damages which **you** are ordered to pay by a court;
- loss or damage that is insured under another section of this policy or any other insurance policy;
- a dispute with us about this section of the policy, other than as shown in How To Complain on page 13; or
- any appeal where **we** did not provide cover for the original claim.

- Claims which, in our opinion cannot succeed.
- Claims against a carrier or the travel or holiday agent or tour operator arranging an overseas **journey**
- covered by this insurance, or against Our Emergency Assistance Company, or their agents.
- Claims against someone **you** are travelling with or another person insured under this policy.
- Legal costs for actions in more than one country.
- Lawyers' fees if **your** action is successful.
- Legal consultation which **you** have not paid for
- Legal costs or expenses before **we** accept **your** claim in writing.
- Claims by **you** other than in **your** capacity as a private individual.
- Legal costs until all other insurances providing legal expenses are used.
- Claims that happen in Mauritius or **your home country**.

Part 2 – Covers For Your Trip

Section E – Missed Departure

Cover under Part 2 does not apply to any trip that is solely within your home area.

What is covered

1. Missed International Departure (outbound or on your return)

We will cover you for reasonable additional accommodation and travel expenses to get you to:

- your trip destination on your outward journey; or
- return you to your home on your return journey
- if you fail to arrive at your point of international departure in time to board your pre-booked aircraft, ship or train as a result of:
- the scheduled public transport or connecting scheduled flight on which you are travelling to your point of international departure not running to timetable; or
- the private car in which you are travelling being involved in an accident or breaking down.

Section F - Delayed International Departure (outbound or on your return)

We will pay you Rs 3,000 for every 3 hours of delay up to a maximum of 6 hours and to a maximum of Rs 6,000 if you have checked in and your pre-booked aircraft, ship or train is delayed by more than four hours beyond the time shown on your travel itinerary at the point of international departure.

Section G - Missed International connection (outbound only)

We will cover you for reasonable additional accommodation and travel expenses to get you to:

- your trip destination on your outward journey; or
- return you to your home on your return journey

if you fail to arrive at your point in time to board your pre-booked aircraft, ship or train as a result of:

- the scheduled public transport on which you are travelling to catch your connecting flight not running to timetable; or
- the private car in which you are travelling being involved in an accident or breaking down.

Alternatively, you may choose to continue to your intended destination by alternative means, in which case we will cover you for the lower of the costs so incurred or the amount it would have cost to catch your trip.

The most we will pay

The most we will pay for each insured person is:

- 10,000 for Missed International Departure.
- 6,000 for Delayed International Departure.
- 10,000 for Missed International Connection.

Special conditions

- You must provide us with your booking invoice and travel itinerary showing your scheduled departure times along with the actual departure times and reason for the delay from the carrier as well as any other supporting documents that we reasonably require in support of your claim;
- 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 (e.g. due to EU Passenger Rights);
- If you are claiming for Missed International Departure as a result of the vehicle in which you are travelling being involved in an accident or breaking down you must get a report from the vehicle repairer or breakdown assistance provider;

What is not covered

We will not cover:

- the excess amount. This is 800 for every claim for each insured person for Missed International Departure and Missed International connection but there is no excess for Delayed International Departure. No excess will be charged for any dependent child travelling with the account holder or their partner;
- 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 for both Delayed International Departure and Missed International connection

Departure for the same event;

- any claim arising from a strike, any form of industrial action or possible delay that had been announced or commenced either:
 - when you became an insured person; or
 - when you booked your trip whichever is the later;
- any claim for any trip that is solely within your Country of Residence
- any claim for Delayed International Departure or Missed International connection 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;
- any claim for fees relating to timeshare properties, including management and maintenance fees but not exchange fees;
- any claim for Missed International Departure where you are travelling in a vehicle that you own and which has not been serviced and maintained in accordance with the manufacturer's instructions.
- anything mentioned in the General Exclusions section of this policy;

Part 3 – Covers For Your Property

Section H – Baggage

What is covered

We will cover **you** if **your** baggage is lost, stolen or accidentally damaged during **your** trip.

The most we will pay

The most **we** will pay for each **insured person** is Rs.30,000.

This is reduced to:

- Rs.15,000 for any one item (including items that form part of a pair or set of items).
- Rs.15,000 in total for valuable items.

Special conditions

- **You** must report any theft or loss of baggage to the police within 24 hours of discovering it or as soon as reasonably possible after that and get a police report from them.
- If **your** baggage is lost, stolen or damaged while it is in the care of an airline **you** must:
 - i) get a Property Irregularity Report within the time limit shown in their conditions of carriage; and
 - ii) keep **your** tickets and luggage tags.
- If **your** baggage is lost, stolen or damaged while it is in the care of a transport or accommodation provider or an authority **you** must get a report from them.
- **You** must always take reasonable care of **your** baggage to keep it safe and take all reasonable steps to recover baggage that is lost or stolen.
- **You** must provide **us** with proof of ownership and value for the

items of baggage for which **you** are claiming to substantiate **your** claim. If **you** do not, it may affect **your** claim.

- **We** will deduct the amount of any claim under Section I Delayed Baggage (other than for hire costs) from any claim **you** make under this section if **your** baggage is permanently lost.
- **We** will at our option either:
 - i) pay the cost of repairing or replacing the item; or
 - ii) make a cash payment to **you**.

No payment will be more than the original purchase price **you** paid for the item.

- **We** will make a deduction for wear and tear for claims for clothing, including sports clothing.

What is not covered

We will not cover:

- the **excess** amount. This is Rs. 800 for every claim for each **insured person**;
- any expenses that **you** can recover from elsewhere;
- anything mentioned in the General Exclusions section of this policy;
- any claim for theft or loss of baggage that **you** do not report to the police within 24 hours of discovery or as soon as reasonably possible after that, or which is not supported by a police report;
- any claim for baggage:
 - i) that **you** have left **unattended** unless it has been stolen from **your** locked personal accommodation, a safe or safety deposit box;
 - ii) **we** will not accept claims from a motor vehicle unless it is in a locked glove box surely
 - iii) that is confiscated, detained or delayed by customs or other officials;
- any claim for **valuable items**:
 - i) not in **your** hand luggage or on **your** person; or
 - ii) left in a motor vehicle or tent;
- any claim for loss or damage caused by:
 - i) wear and tear or loss of value;
 - ii) moths or vermin; or
 - iii) any cleaning, repairing or restoring process;
- any claim for:
 - i) property more specifically insured by another policy;
 - ii) pedal-cycles, motor-vehicles, caravans, trailers or water craft;
 - iii) musical instruments, antiques, pictures or furs;
 - iv) cracking, scratching or breaking of glass (other than lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile items;
 - v) perishable goods;
 - vi) contact lenses, dental or medical fittings or hearing aids;
 - vii) **personal money**, bonds, negotiable instruments, securities or documents
 - viii) business equipment;
 - ix) sports equipment and accessories while in use; or
 - x) the cost of replacing any other pieces that form part of a set.

General Exclusions and General Conditions

General exclusions

(General exclusions which apply to sections A to K)

You are not covered for any of the following:

1. War risks, civil commotion and terrorism

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section B – Emergency medical and other expenses, and Section C – Personal accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any trip.

Furthermore this exclusion does not apply to passive terrorism other than in the following countries:

AFGHANISTAN, BURUNDI, CENTRAL AFRICAN REPUBLIC, CHAD, COLOMBIA, EAST TIMOR, ETHIOPIA, GEORGIA, HAITI, INDIA, IRAQ, ISRAEL, IVORY COAST, LIBYA, NIGERIA, PAKISTAN, PHILIPPINES, RUSSIAN FEDERATION, SOMALIA, SOUTH SUDAN, SRI LANKA, SUDAN, SYRIA, UGANDA, UZBEKISTAN.

2. Radioactivity and pressure waves

We will not cover any loss or damage to property or any direct or indirect loss, expense or liability caused by or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts; or
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

3. Deliberate acts

We will not cover any claim resulting from :

- suicide or attempted suicide;
- deliberately injuring yourself;
- putting yourself in danger that can reasonably be predicted (unless **you** were trying to save a person's life);
- sexually transmitted diseases;
- **You** being under the influence or effect of alcohol or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction). **We** do not expect **you** to avoid drinking on **your trip** but **we** will not cover any claims where **you** have drunk so much alcohol that **your** judgement is seriously affected;
- **You** travelling in an aircraft other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft;
- **You** breaking the law or being dishonest; or
- **You** travelling to a country or area where the Travel

Advice Unit of the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) has advised against all travel (or all but essential travel) before **you** departed on **your trip**.

4. Uninsured costs

We will not cover any claim for:

- any loss not specifically covered by this policy (for example loss of earnings because **you** are not able to return to work after an injury or illness that happened on a **trip** or costs associated with returning **your** vehicle to **your home** area); or
- any payment that **you** would normally have to make during **your trip**.

5. Events beyond the restrictions of your policy

We will not cover any claim for:

- any claim relating to a **trip** outside the **trip** limits – please see **period of insurance** in the Definitions section;
- any claim where **you** no longer have a valid Cim Business Credit Card account under which **you** are entitled to receive the benefit of this policy;

General conditions

General conditions which apply to sections A to K.

1. Providing accurate information

- **You** must take care to provide **us** with accurate information which is correct to the best of **your** knowledge.
- Failure to provide correct information or inform **us** of any changes could adversely affect **your** policy, including invalidating **your** policy and causing claims to be rejected or not fully paid.

2. Notification of claims

You must tell **us** as soon as reasonably possible about any event which may lead to a claim under this policy. If **you** receive any notice of prosecution, inquest or fatal **accident** inquiry or **you** are sent a writ, summons, claim or letter, **you** must send it to **us**, unanswered, as soon as possible. For claims under Section G Legal Costs claims must be submitted no later than 28 days after the date **you** knew about or should have known about the event giving rise to the claim.

3. Claims procedure – Our rights and your obligations

- **You** must:
 - i) not admit any liability for or negotiate to settle any claim without our written permission;
 - ii) give **us** any information and help **we** need.
- **We** are entitled to:
 - i) take over and carry out the negotiation, defence or settlement of any claim in **your** name;
 - ii) take proceedings in **your** name to get back any money **we** have paid under this policy;
 - iii) ask **you** to pay **us** back any amounts that **we** have paid to **you** that are not covered by this policy;
 - iv) refuse to pay any claim where **you** have not provided sufficient receipts, bills or evidence to support **your** claim.

4. Evidence of claims

- **You** or **your** legal representatives must provide at **your** own expense all certificates, information and evidence that **we** need in order to consider **your** claim;
- if **your** claim is for injury or illness **we** may ask for **your** permission that **we** may contact **your doctor** to get access to **your** medical records. If **you** refuse permission **we** may not be able to deal with **your** claim;
- **We** may arrange, at our own expense, for **you** to be medically examined on our behalf including post-mortem if **you** die.

5. Duty of care

You must take all reasonable steps to prevent any loss, damage or **accident** involving **you** or **your** baggage.

6. Cancellation

The account holder can cancel this policy at any time by telling **us** either over the phone or in writing. However, this insurance is included as an integral benefit with **your** Cim Business Credit Card. **You** do not, therefore, pay a separate premium and would not receive any refund as a consequence of cancelling the policy.

7. Fraud

You must be honest and truthful in **your** dealings with **us** at all times.

If **you**, any **insured person** or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a false claim, **we** have the right to refuse claims and retain any premium paid. **We** may recover from **you** any costs **we** have incurred, including the costs of investigating the claim.

We will not pay a claim which is in any way fraudulent, false or exaggerated. **We** will also not deal with any claims following discovery of this behaviour regardless of when the claims occurred.

In addition, **we** have the right to cancel any other products **you** hold with **us** and share details of this behaviour with other organisations to prevent further fraud.

We may also involve the relevant authorities who are empowered to bring criminal proceedings.

8. Other insurances

If **you** have other insurance that covers the same loss, damage or liability, **we** will not pay more than our share of **your** claim. This does not apply to Section E Personal **accident**. Please note: if **you** have a no claims discount (NCD) on **your** household insurance policy, any contribution **we** claim from **your** household insurer should not affect **your** NCD.

9. Applicable law and jurisdiction

This Policy shall be governed by the Laws of the Republic 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:

- 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.
- Awards delivered following a Mauritian arbitration made within the jurisdiction of Mauritius, inclusive of interest, costs and expenses.

Data Protection Act

In accordance with the Data Protection Act 2004, **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**

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 One – Initiating Your Complaint

You need to write to:

LINKHAM SERVICES LTD

Level 5, NeXTeracom Tower 1,
Cyber City, Ebene,
Mauritius

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 Two – Contacting SWAN Head Office

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

SWAN GROUP CENTRE

10, Intendance Street, Port-Louis, Mauritius

Or call Swan General Ltd on +230 207 3500

The underwriter for this policy is SWAN General LTD.

FOR EMERGENCY CALL US ON +230 405 5805
LINES ARE OPEN 24 HOURS A DAY, 365 DAYS A YEAR
NON EMERGENCY CLAIMS - Monday to Friday 9am to 5pm
EMAIL : claims@linkhamservices.com



**In case of emergency, call US
Worldwide Emergency Number**

+230 405 5805



1st Floor, Manhattan Building, c/r Edith Cavell & Mère Barthélemy Streets, Port Louis, Mauritius
Tel: + 230 208 9090 Fax: + 230 203 6811 Email: cardservices@cim.mu