



ACE Travel Insurance

kulula.com Travel Insurance

ACE Insurance Limited Registration Number: 1973/008933/06

FSP Number: 27176

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Queries (ACE Travel Insurance Call Centre):

Telephone: 0861 223 467 from South Africa only

E-mail: kululaqueries@internationalsos.com

Claims Service Centre:

Telephone: 0860 ACE COM (0860 223 266) from South Africa only

E-mail: kululaclaims@acegroup.com

ACE Compliance:

Telephone: 0860 ACE COM (0860 223 266) from South Africa only

This insurance is underwritten by ACE Insurance 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.

A handwritten signature in black ink, appearing to be 'D. J. ...'.

Accident & Health

For and on behalf of ACE Insurance Limited

GENERAL SECTION

When Cover Will Start

1. Subject to (4) below, cover will start, in respect of Section 1.1 “Flight Cancellation” and Section 3 “kulula.com Travel Delay” when a **Flight** is booked, reflected under the Policy Issued date in **Your Policy Schedule**.
2. Subject to (4) below, cover will start, in respect of Section 1.2 “Flight Interruption” the moment **You** exit **Airside** at the airport of arrival on **Your** Travel Commencement date reflected in **Your Policy Schedule**.
3. Subject to (4) below, cover will start, in respect of Section 2 “Baggage & Valuables” and Section 4 “Personal Accident” when **You** enter **Airside** for departure to commence **Your** kulula.com flight reflected in **Your Policy Schedule**.
4. Notwithstanding anything to the contrary contained in this **Policy**, cover in respect of this **Policy** will not commence before **Premium** is received and **Your Policy Schedule** has been issued.

When Cover Will End

1. In respect of Section 1.1 “Flight Cancellation” and Section 3 “kulula.com Travel Delay”, the moment **You** commence the **Flight** on the Travel Commencement Date in **Your Policy Schedule**. If that **Flight** is forced to return back to the point of departure due to a technical malfunction, cover will automatically be extended until that **Flight** re-commences..
2. In respect of Section 1.2 “Flight Interruption” when **You** exit **Airside** on **Your** return flight on the Travel End date reflected on **Your Policy Schedule**. Cover will terminate 30-calendar days from the Travel Commencement date detailed in **Your Policy Schedule** even if the return flight has not yet begun.
3. For all other sections, cover will end the moment **You** exit **Airside** at the airport of arrival on the Travel End date reflected in **Your Policy Schedule**.

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 ACE Customer Service Manager on telephone number 0860 ACE COM (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. **Accident/al** shall mean a sudden, external and identifiable event that happens by chance and could not have been expected.
2. **Airside** shall mean the part of an airport accessible to commercial flight passengers only, the boundary of which is the security check, customs, or passport control.

3. **Baggage** shall mean personal articles other than business equipment, items available for sale, **Valuables** and **Money**, which are exclusively **Your** property and for which **You** are responsible and which are taken on a **Flight**.
4. **Bodily Injury** shall mean injury which is caused solely by **Accidental** means and which independently of illness or any other cause resulted in death or **Permanent Disabling Injury**.
5. **Business Colleague** shall mean someone who **You** work with and has to take over your work at your offices in order for **You** to go on or continue a **Flight**.
6. **Child/Children** shall mean any person who is unmarried and under 18-years of age or under 25-years of age if receiving full-time education and primarily dependent on **You** for maintenance and support.
7. **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.
8. **Immediate Family Member** shall mean **Your Partner** or fiancé(e), child, brother, sister, parent, grandparent, grandchild, step-brother, step-sister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of **You** or **Your Partner**, or anyone noted as next of kin on any legal document, resident in South Africa.
9. **Flight** shall mean **You** travelling aboard the kulula.com flight on the dates specified in **Your Policy Schedule**.
10. **Loss of Hearing** shall mean total and irreversible loss of hearing of all sound confirmed by medical evidence relying on audio-metric and sound-threshold tests.
11. **Loss of Limb** shall mean:
 - a. in respect of an arm
 - i. permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
 - ii. the permanent total loss of use of an entire hand or arm; and
 - b. in respect of a leg:
 - i. physical severance or total loss of use above the level of the ankle (talo-tibial joint); or
 - ii. the permanent total loss of use of an entire foot or leg.
12. **Loss of Sight** shall mean total and irreversible loss of sight confirmed by medical evidence of a qualified ophthalmic specialist and **We** are satisfied that the condition is permanent and without expectation of recovery.
13. **Loss of Speech** shall mean total and permanent loss of the ability to make a comprehensible word or an understandable verbal language.
14. **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.
15. **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, medical aid cover or other travel insurance excluding automatic credit card travel insurance.
16. **Pair or Set of Items** means a number of items associated as being similar or complementary or used together.
17. **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.
18. **Permanent Disabling Injury** shall mean disability which has lasted for at least 12-months and which in **Our** opinion is beyond hope of recovery and will in all probability continue for the remainder of a **Person Insured's** life.
19. **Person(s) Insured**, shall mean **You** if **You** are shown as insured on the **Policy Schedule**.
20. **Premium** shall mean the Total Premium reflected in the **Policy Schedule**
21. **Policy** shall mean this document, the **Policy Schedule** and any subsequent endorsements to the aforesaid documents.
22. **Policy Schedule** means the certificate of insurance attaching to and forming part of the **Policy** that **We** issue **You** and contains the relevant details of the **Flight**.
23. **Qualified Medical Practitioner** shall mean a person registered with a current legal licence to practice medicine under the laws of the country in which they practice other than:
 - a. a **Person Insured**; or
 - b. a member of **Your** immediate family.

24. **Travelling Companion** shall mean someone **You** have arranged to go on a **Flight** with and who it would be unreasonable to expect **You** to travel or continue **Your Flight** without.
25. **Traumatic Event** means a violent criminal act or attempt where such violence is intended or made to overpower or subdue.
26. **Valuables** shall mean contact or corneal lenses, sunglasses, prescription glasses or spectacles, medication, share certificates, bonds, business documents or samples, passports and other identification documents, cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, cassette/compact disc players, ipods, mp3 and mp4 players, camcorders, CD, 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), wallets, purses, 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 **Flight**.
27. **We /Us/Our** shall mean ACE Insurance Limited.
28. **You/Your/Yourself** means the **Person Insured** shown in the **Policy Schedule** and in respect of whom the **Premium** has been paid.

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. **You** may cancel this **Policy** and request a refund by giving **Us** written notice within 5 days of receipt but before the Travel Commencement date, provided no claim has been made.
5. 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.
6. **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.
7. 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
8. This **Policy** will be voidable in the event of misrepresentation, misdescription 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.
9. Communication of and in connection with this **Policy** shall be in the English language.
10. **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.
11. Specific Conditions relevant to the individual Sections of this **Policy** are located and contained in the appropriate Section.

Claims Conditions

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

1. In respect of all claims, **You** must notify **Us** within 7 (seven) days after the date of loss by telephone on 0860 223 266 and thereafter send **Us** a Claim Form within 30-days of the date of notification.
2. **You** shall, at **Your** expense, provide **Us** with all documents, certificates, signed medical certificates, 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. signing 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 serving a 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 wrongful payment of any claims 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.
13. **We** will not subrogate or recoup expenses for a claim from **kulula.com**. Subrogation means **Our** right to start 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 at law.

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 Flight**.
3. Any expenses incurred due to the default, financial failure, insolvency of the tour operator, airline (including kulula.com) 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** would have been liable to pay had the reason for the claim not occurred.

SCHEDULE OF BENEFITS

SECTION 1	
1.1 Flight Cancellation	Up to total original flight cost
1.2 Flight Interruption (Return Flight Only).....	Additional cost incurred in replacing a kulula.com flight
SECTION 2	
2.1 Baggage Loss, Damage or Theft	Up to R10,000 - excess R250 / claim (any one item R2,500)
2.2 Valuables Loss, Damage or Theft	Up to R2,500 - excess R250 / claim
2.3 Baggage Delay	R500 per 3-hour delay period, up to R3,000
SECTION 3	
kulula.com Flight Delay	R500 per 3-hour delay period, up to R3,000
SECTION 4	
Personal Accident	R25,000
The limits stated above are per flight.	

BENEFIT SECTION

Section 1 – Flight Cancellation and Flight Interruption

1.1 Flight Cancellation

We will pay **You** up to the amount shown in the Schedule of Benefits for the unused and non-refundable portion of **Your** kulula.com flight ticket scheduled for the Travel Commencement date detailed in **Your Policy Schedule**, which **You** have paid and which **You** cannot get back. **We** will provide this cover if the cancellation of **Your Flight** is necessary and unavoidable as a result of any of the reasons mentioned hereunder.

1.2 Flight Interruption

If you have selected a return flight, as shown in the Policy Schedule, and the trip duration is less than 30-days, **We** will indemnify **You** up to the amount shown in the Schedule of Benefits for additional costs incurred to change your originally scheduled kulula.com return flight (scheduled for the Travel Return date detailed in **Your Policy Schedule**) for an earlier kulula.com flight if **You** are forced to curtail **Your Flight** as a result of any of the reasons mentioned hereunder.

The following are valid reasons for a Flight Cancellation or Flight Interruption claim under Section 1.1 and 1.2:

1. **You, Your Travelling Companion**, someone **You** have arranged to stay with on **Your Flight, Your Immediate Family Member, Your Travelling Companion’s Immediate Family Member** or a **Business Colleague**:
 - a. dying;
 - b. suffering sudden and serious bodily injury;
 - c. suffering sudden and serious illness;
 - d. suffering from complications in pregnancy (as diagnosed by the treating doctor);
 - e. suffering a **Traumatic Event** within 30-days of the Travel Commencement date; or
 - f. being compulsorily quarantined on the orders of a treating doctor;provided that such cancellation is confirmed as medically necessary by the treating doctor.
2. **You** being made redundant and registered as unemployed with the UIF.
3. Non-availability of the person in charge of **Your** minor or disabled children due to their unexpected death, illness or bodily injury within 30-days of the “Policy Issued” date stated in **Your Policy Schedule**.

4. Serious fire, storm, flood, theft, subsidence or malicious damage to **Your** home provided that such damage occurs within the 7-days immediately prior to the Travel Commencement date of **Your Flight**.
5. The police requiring **Your** presence following a burglary or attempted burglary at **Your** home.
6. **Your** compulsory subpoena.
7. Theft of travel documents (travel tickets or identification documentation).
8. If **You** become pregnant after the date **You** arranged this insurance cover and **You** will be more than 26-weeks pregnant at the start of or during **Your Flight**. Or, if **Your** doctor advises that **You** are not fit to travel due to complications in **Your** pregnancy.

The following condition applies under Section 1.1 and 1.2:

1. If payment has been made using frequent flyer points, air miles, loyalty card points or the like, settlement of **Your** claim will be based on the monetary value of the flight.

What **You** are not covered for under Section 1.1 and 1.2:

1. Any expenses incurred as a result of **Your** disinclination to travel.
2. Cancellation expenses as a result of kulula.com cancelling a flight.
3. Withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other public conveyance on the orders or recommendation of kulula.com, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country.

In addition to a completed claim form, the following claims evidence is required for Sections 1.1 and 1.2:

1. **Policy Schedule.**
2. Proof of travel (kulula.com confirmation invoice / flight tickets).
3. Cancellation invoice or letter confirming no refund is due.
4. Depending on the circumstances of the claim one of the following:
 - a. medical certificate which **We** will supply for the appropriate doctor to complete;
 - b. an official letter confirming the need for **You** to remain in South Africa; or
 - c. Police report
 - d. Death certificate
 - e. Official letter from **Your** employee.

Section 2 –Baggage

1.1 Baggage

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

1.2 Valuables

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

1.3 Baggage Delay

If during any stage of a **Flight** access is denied to all or part of a **Person Insured's** checked-in **Baggage** for more than 3-hours for any reason outside **Your** control, **We** will pay **You** the benefit detailed in the Schedule of Benefits.

What **You** are not covered for under Sections 2.1, 2.2 and 2.3

1. Loss, theft or damage of **Valuables** if left unattended or checked in as baggage unless carried on **You**; stowed in the aircraft cabin or has been removed from **Your** custody by the aircraft crew while boarding a kulula.com flight.
2. Loss, theft or damage of any **Baggage** if left unattended unless checked as baggage; stowed in the aircraft cabin or has been removed from **Your** custody by the aircraft crew while boarding a kulula.com flight.
3. Any claim for loss, theft or damage to **Baggage** which **You** do not report to kulula.com 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 kulula.com 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.

4. Any claim if **You** already have more **Other Insurance** covering **Your Baggage** and **Valuables**.
5. Damage due to scratching or denting unless the item, if applicable, has become unusable as a result.
6. Losses caused by mechanical or electrical breakdown or damage caused by leaking powder or fluid carried within **Your** baggage.
7. 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).
8. Any amounts paid under Section 2.3 – Baggage Delay will be deducted from any subsequent amounts payable under Section 2.1 - Baggage in respect of the same loss.

In addition to a completed claim form, the following claims evidence is required for Section 2

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

The following specific conditions apply to Section 2:

1. **You** must report all losses or thefts to kulula.com and obtain a travel insurance letter from them within 24 hours of reporting the incident
9. **You** must carry **Valuables** on with **You** as hand luggage when travelling unless it has been removed from **Your** custody by the aircraft crew while boarding a kulula.com flight.
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.

Section 3: kulula.com Travel Delay

We will pay **You** the benefit detailed in the Schedule of Benefits if the scheduled departure of **Your** kulula.com flight scheduled for the Travel Commencement date detailed in **Your Policy Schedule**, is delayed due to strike, industrial action, adverse weather, technical reasons, mechanical breakdown or grounding of an aircraft due to mechanical or structural defect. The period of delay will be calculated from the original scheduled departure time until the commencement of **Your** delayed kulula.com flight or the first available alternative transportation offered by kulula.com.

What **You** are not covered for Section 3:

1. Any claims where **You** have not checked in for **Your Flight** at or before the recommended time.
2. Any claims arising from strike or industrial action involving companies/carriers other than kulula.com and already in existence on the date the flight is arranged.
3. **Your Flight** being cancelled.

In addition to a completed claim form, the following claims evidence is required for Section 3

1. **Policy Schedule.**
2. Proof of travel (kulula.com confirmation invoice / flight tickets).
3. An official letter from kulula.com confirming the cause and length of the delay.

Section 4: Personal Accident

We will pay **You** the amount shown in the Schedule of Benefits for **Bodily Injury** caused on a **Flight** while **You** are travelling in, boarding or alighting a kulula.com flight, resulting in any of the following:

4.1 Death

Where **Bodily Injury** results in death, **We** will pay the amount shown in the Schedule of Benefits.

4.2 Permanent Disabling Injury

Where **Bodily Injury** results in a **Permanent Disabling Injury**, **We** will pay up to the amount shown in the Schedule of Benefits. The percentage payable will be as shown in the following Scale of Permanent Disabling Injuries.

Scale of Permanent Disabling Injuries		
a.	Loss of Limb (one or more limbs)	100%
b.	Loss of Sight (in one or both eyes)	100%
c.	Loss of Speech	100%
d.	Loss of Hearing (in both ears)	100%

The following specific conditions apply to Section 4:

1. Where more than one **Policy** or Schedule of Benefits has been issued by **Us**, the greatest limit shall apply over all.
2. Any benefit payable in respect of **Children** may be subject to maximum benefit legislation applicable at the time.
3. Any contributory degenerative condition or disability (determined by a **Qualified Medical Practitioner**) in existence at the time of sustaining **Bodily Injury** will be taken into account by **Us** in assessing the level of **Benefit** payable.
4. In the event of compensation being due under more than one of the **Benefits** referred to in the Scale of Permanent Disabling Injuries above as a consequence of any one **Accident**, the maximum amount payable hereunder shall not exceed 100% of the total reflected in the Schedule of Benefits.
5. If **You** sustain a Permanent Disabling Injury and the claim in relation to that disability is admitted and accepted, the Permanent Disabling Injury Benefit will be paid and all cover under Section 4 – Personal Injury shall immediately cease.

Statutory Notice to Short-Term Insurance Policy Holders
Important – Please Read Carefully Disclosure and Other Legal Requirements
(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:

- 1. The Intermediary (insurance broker or representative) dealing with you must at the earliest reasonable opportunity disclose the following information regarding itself:**
 - 1.1. name, physical address, postal address and telephone number;
 - 1.2. legal status and any interest in the insurer;
 - 1.3. whether or not it is in possession of professional indemnity insurance;
 - 1.4. details of how you are to institute a claim;
 - 1.5. the amount, in Rands of fees and commission payable;
 - 1.6. the written mandate to act on behalf of the insurer.

- 2. The Intermediary (insurance broker or representative) dealing with you must at the earliest reasonable opportunity disclose the following information regarding your insurer:**
 - 2.1. it's name, physical address, postal address and telephone number;
 - 2.2. the telephone number of the insurers' compliance department;
 - 2.3. details of how you are to institute a claim or to lodge a complaint;
 - 2.4. the type of policy involved;
 - 2.5. the extent of premium obligations you assume as the policyholder;
 - 2.6. the manner in which you are to pay your premiums, the date on which premiums must be paid and the consequences of your failure to pay the premium.

- 3. Other matters of importance:**
 - 3.1. You must be informed of any material changes to the information referred to in paragraph 1 and 2 above.
 - 3.2. If the information in paragraphs 1 and 2, above, was given orally it must be reduced to writing within 30 days.
 - 3.3. 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.
 - 3.4. Submission to a Polygraph test, lie detector test or truth verification test may not be imposed on you as a condition of the policy in the event of claim.
 - 3.5. If your premium is paid by debit order, then –
 - 3.5.1. it may only be in favor of one person and may not be transferred without your approval; and
 - 3.5.2. the insurer must inform you, at least 30 days before the cancellation thereof, in writing, of its intention to do so
 - 3.6. The insurer and not the intermediary must give reasons for declining to indemnify you under the policy.
 - 3.7. Your insurer may not cancel your insurance merely by informing your intermediary (broker). The insurer must make sure that the notice is sent to you.
 - 3.8. You are entitled to a free copy of your policy, including the schedules and any endorsement thereto.

- 4. WARNING**
 - 4.1. Do not sign any blank or partially completed application form
 - 4.2. Complete all forms in ink
 - 4.3. Keep all documents handed to you
 - 4.4. Make note as to what is said to you
 - 4.5. Do not be pressurised into buying the policy
 - 4.6. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance

- 5. Our details are:**
 - 5.1. ACE Insurance Limited South Africa (Reg. No.1973/008933/06) ACE – Johannesburg
 - 5.2. **Physical Address:** Ground Floor The Bridle Hunts End Office Park 38 Wierda Road West Wierda Valley Sandton 2196
 - 5.3. **Postal Address:** PO Box 2960 Randburg 2125
 - 5.4. **Telephone No.:** 0860 109 006
 - 5.5. **Fax No.:** 011 993 6618

- 6. The details of our Compliance Officer to which all complaints must be addressed:**
 - 6.1. **The Compliance Officer:** PO Box 1192 Saxonwold 2032
 - 6.2. **Telephone number:** 0860 223 266

- 7. Particulars of the Short-term Insurance Ombudsman**
 - 7.1. **Telephone:** 011 726 8900 or fax 011 726 5501 or
 - 7.2. **Postal Address:** PO Box 30619 Braamfontein 2017.

- 8. Particulars of the Registrar of Short-term Insurance**
 - 8.1. Telephone: 012 428 8000 or fax 012 347 0221
 - 8.2. Financial Services Board
 - 8.3. PO Box 35655, Menlo Park 0102

- 9. Particulars of the Intermediary**
 - 9.1. Comair Limited (Reg. No. 1967/006783/06)

- 9.2. Physical Address: 1 Marignane Drive, Bonaero Park, Kempton Park, 1619
- 9.3. Postal Address: P.O. Box 7015, Bonaero Park, Postal Code: 1622
- 9.4. Telephone No.: +27 (11) 921 0111
- 9.5. Fax No.: +27 86 687 7426