

SBM GOLD CREDIT CARD TRAVEL ACCIDENT INSURANCE

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

The State Insurance Company of Mauritius Ltd hereinafter called “the Insurers” hereby agree to provide the Insured with insurance to the extent and in the manner hereinafter provided.

COVER

It is agreed that if an Insured Person, as herein defined, shall sustain any Bodily Injury, as herein defined, the Insurers will pay to the Insured on behalf of the Beneficiary, as herein defined, the relevant Benefit shown in the Schedule of Benefits in respect of an accident occurring anywhere in the World during the Period of Insurance.

Provided always that Benefit will only become due for payment if:

- (a) the accident giving rise to Bodily Injury is sustained:
 - (i) by an Insured Person as a result of being struck by any air, land or water conveyance during the course of travel, or
 - (ii) whilst an Insured Person is staying in an airport, seaport, railway station or road station for the purpose of boarding public transport on land, water, sea or air including journeys to and from in any conveyance not paid for by the card, or
 - (iii) by an Insured Person as a result of Exposure or Disappearance as herein defined.
- (b) the fare or hire cost for travelling in or on the conveyance has been charged in whole or in part to a SBM Gold Card account and the appropriate receipt voucher issued to the Card holder, whenever practical, or alternatively evidence supplied which confirms that the account was so charged.

PROVIDED ALWAYS THAT

- (a) If Bodily Injury results in the Death of an Insured person within 24 months following the date of an accident, and prior to the definite settlement of the compensation for disablement, there shall be paid, instead of the compensation provided for disablement under Benefits 2 to 7 (See Schedule of Benefits), the compensation provided for Death.
- (b) The Benefit for Death in respect of a dependent child under any or all of Benefits 1 to 7 in respect of any one Insured Person and when a Benefit under Benefits 1 to 7 becomes payable they shall have no further liability in respect of the Insured Person concerned.

PROVIDED ALWAYS THAT

- (a) If Bodily Injury results in the Death of an Insured person within 24 months following the date of an accident, and prior to the definite settlement of the compensation for disablement, there shall be paid, instead of the compensation provided for disablement under Benefits 2 to 7 (See Schedule of Benefits). The compensation provided for Death.
- (b) The Benefit for Death in respect of a dependent child under 23 years of age is limited to USD 2,500 and not as stated under Benefit 1 as per Schedule of Benefits.
- (c) The Insurers shall be liable to pay for one Benefit under any or all of Benefits 1 to 7 in respect of any one Insured Person and when a Benefit under Benefits 1 to 7 becomes payable they shall have no further liability in respect of the Insured Person concerned.

DEFINITIONS

1. INSURED PERSON

Means a SBM Gold Card Holder or such Card Holder's Spouse or Dependent Children

2. DEPENDENT CHILDREN

Means dependent children (which shall include unmarried children step children or legally adopted children) of the Card Holder who at the date of sustaining bodily injury are under 23 years of age.

3. BODILY INJURY

Means accidental bodily injury including drowning gassing poisoning or by exposure to the elements or due to disappearance resulting in Death or Disablement of an Insured person

Note: Bodily Injury does not include:

- sickness and disease unless resulting from a mishap
- pregnancy or childbirth or other naturally occurring condition.

4. DEATH OR DISABLEMENT

As defined within each Benefit as provided by Benefits 1 to 7 inclusive of the Schedule of Benefits.

5. PUBLIC OR HIRED TRANSPORT CONVEYANCE

any public or hired transport conveyance which is deemed to include:

- (a) all forms of land, sea and air travel with a licensed carrier operating a regular and/or charter passenger service.
- (b) Transportation by any Common Carrier including licensed public and/or hired transport conveyance whilst used for travel.

6. BENEFICIARY

Benefit for Death shall be payable, at the Insured's request, in accordance with the designation of Beneficiary made by the Insured Person(s).

If no Beneficiary has been designated or if the Beneficiary has pre-deceased the Insured Person(s), such Benefit shall, at the Insurers' option and in accordance with the laws, be paid to the Insured Person(s) executor(s) or representative(s).

All other Benefits shall be payable at the Insured's request to the Insured Person(s) or, where the Insured Person(s) is a minor, to the parent, guardian or other person legally appointed to represent the minor(s).

A receipt from the person(s) to whom payment is made shall fully discharge the Insurers.

7. EXPOSURE AND DISAPPEARANCE

When, by reason of an accident covered by this policy the Insured Person in unavoidably exposed to the elements and, as a result of such exposure, suffers Death or Disablement for which benefit is otherwise payable hereunder, such Death or Disablement shall be covered under the terms of this Policy.

If the body of the Insured Person has not been found within one year of the disappearance, sinking or wrecking of the conveyance in or on which the Insured Person was travelling at the time of the accident, it will be presumed that the Insured Person suffered Death resulting from bodily injury caused by an accident at the time of such disappearance, sinking or wrecking and Insurers shall forthwith pay the Death benefit under this insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Insurers if the Insured Person is subsequently found to be living

In the event of claim in those cases in which the travel ticket has been partially paid for with a credit card, the Insured Person shall supply documentary evidence showing that at the time of acquisition of the ticket the balance available in the credit card account was insufficient to cover the total payment of the ticket acquired. Notwithstanding the above, in those cases in which it is shown that it was the cardholders intention to use the card for partial payment of a ticket only, insured limits shall be calculated on a pro rata basis of the sum insured in accordance with the percentage of the total costs of the ticket paid for by means of the credit card.

EXCLUSIONS

This policy does not cover Death or Disablement directly or indirectly resulting from:

An Insured Person

- (a) flying or taking part in other aerial activities except whilst travelling in an aircraft as a passenger and not as aircrew;
- (b) engaging in or taking part in racing of any kind
- (c) committing or attempting to commit suicide or intentionally inflicting self-injury
- (d) Flying in the capacity of a pilot

SCHEDULE OF BENEFITS

Benefits	Sum Insured
1. Death	USD 150,000 per person
2. Total and irrecoverable loss of sight of both eyes	USD 150,000 per person
3. Total and irrecoverable loss of sight of one eye	USD 150,000 per person
4. Loss of two limbs	USD 150,000 per person
5. Loss of one limb	USD 150,000 per person
6. Total and irrecoverable loss of sight of one eye and loss of one limb	USD 150,000 per person
7. Permanent Total Disablement (other than benefits 2 to 6 above)	USD 150,000 per person

CONDITIONS

1. Observance of Policy Terms

The liability of the Insurers shall be conditional on the Insured observing the terms of this Policy, however, the Insured's rights of recovery shall not be prejudiced due to any circumstance(s) of which they were not made aware, provided always that the Insured shall immediately on becoming aware of any such circumstance(s) give notice in writing to the Insurers.

2. Claims Procedure

In the event of a claim under this Policy:

- (a) the Insured shall give written notice to the Insurers as soon as possible and furnish to the Insurers without expense to them all such information and evidence which they may reasonably require.
- (b) the Insured Person will be required to act upon medical or surgical advice as soon as practicable and submit to medical examination conducted by a duly qualified medical practitioner at the Insurers' expense as often as Insurers may require
- (c) the Insured Person shall be required to produce as evidence of insurance either the relevant or SBM Gold card voucher or any alternative evidence which proves that the Card Holder's account has been charged.
- (d) In no event, will the production of more than one SBM Gold Card voucher evidencing a charge in whole or in part for the fare or hire cost for travelling

in a conveyance, as herein defined, obligate the Insurers to pay in respect of any Bodily Injury sustained by any one Insured Person as the result of any one accident more than one Benefit nor shall the Insurers become liable for any amount greater than the sum set against any such Benefit which in respect of a charge to SBM Gold Card account is USD 150,000 –

3. Notice of Charge

The Insurers shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this insurance.

4. Right to Claim

Nothing in this Policy shall be deemed to give the Insured Person or the Insured Person's Beneficiary(ies), executor(s) or administrator(s), legal heir(s) or legal personal representatives(s) the right to claim from or sue the Insurers.

5. Claims Payments

All claims payments shall be made in Mauritian Rupees.

6. Specific Meaning

This policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such meaning wherever it may appear.

7. Due Observance

The due observance and fulfilment of the terms, conditions and endorsements so far as they relate to anything to be done or complied with by the Insured or the Insured Person and the truth of any information supplied by the Insured or the Insured Person in good faith in connection with this insurance shall be conditions precedent to any liability of the Insurers to make any payment hereunder.

INTERPRETATION

The words and expressions used in this Policy shall where relevant have the respective meanings attached to them in the Insured's current Conditions of Use of SBM Gold Cards.

LIMITED WAR EXCLUSION CLAUSE
(Personal Accident or Illness Insurances)

Notwithstanding anything to the contrary contained herein, this Insurance does not cover loss consequent on:

- (a) war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or
- (b) war in Europe, whether declared or not, other than:
 - (i) civil war,
 - (ii) any enforcement action by or on behalf of the United Nations,in which any of the countries stated in (a) above or any armed forces thereof are engaged.

NUCLEAR/RADIOACTIVE EXCLUSION CLAUSE
(for attachment to Personal Accident and/or Illness Policies)

This Insurance does not cover claims in any way caused or contributed to by: nuclear reaction, nuclear radiation or radioactive contamination.

DEFINITION OF ACCIDENT EVENT

The term “accident event” as used herein shall be understood to mean all individual losses arising out of and directly occasioned by one sudden, unexpected unusual specific event occurring at an identifiable time and place.

However, the duration and extent of any “accident event” so defined shall be limited to 24 consecutive hours and within a 10 miles radius for any “accident event” hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that “accident event”.

The Assured may choose the date and time when such period of consecutive hours commences and also the specific 10 miles radius determining an “accident event”.

If any event is of greater duration than the above period, the Assured may divide that event into two or more “accident events”, provided that no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to the Assured arising out of the event.

CLAIMS CONTROL CLAUSE (LM4)

Notwithstanding anything to the contrary contained in this Insurance, it is a condition precedent to Insurer's liability under this Insurance that:

- (a) the Insured shall give to the Insurer(s) written notice as soon as reasonably practicable of any claim made against the Insured in respect of the Business insured hereby or of its being notified of any circumstances which could give rise to such a claim.
- (b) The Insured shall furnish the Insurer(s) with all information known to the Insured in respect of claims or possible claims notified in accordance with (a) above and shall thereafter keep the Insurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.
- (c) The Insurer(s) shall have the right at any time to appoint adjusters and/or representatives to act on their behalf to control all investigations, adjustments and settlements in connection with any claim notified to the Insurer(s) as aforesaid.
- (d) The Insured shall co-operate with the Insurer(s) and any other person or persons designated by the Insurer(s) in the investigation, adjustment and settlement of such claim.