



MCB CREDIT CARD INSURANCE
TERMS AND CONDITIONS

MCB CREDIT CARDS

If **you** use **your** MCB Credit Card (the “Card”) to pay for all your travel, including internal or connecting flights, **you** will have access to all the benefits pertaining to **your** type of card as detailed in the schedule of benefits. **If you pay by any other means cover limits will be reduced, please see the Without Usage column pertaining to your type of card in the schedule of benefits, for the portion of the trip where travel wasn’t paid for with your 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.

For submission of claims please contact us within 31 days of returning to your home with full details of anything which may result in a claim.

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HOW TO GET HELP/IN AN EMERGENCY CALL US ON

| | |
|--|-------------------|
| MCB GOLD CARD (MasterCard/Visa) | +230 405 5811 |
| MCB MASTER/VISA CORPORATE CARD | +230 405 5811 |
| AMERICAN EXPRESS: Local toll free : | 800 2221 |
| International : | (230) 405 5809/10 |
| LINES ARE OPEN 24 HOURS A DAY, 365 DAYS A YEAR | |
| NON EMERGENCY CLAIMS - Monday to Friday 9am to 5pm | |
| EMAIL: mcbqueries@linkham.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 an MCB Credit **cardholder**. The policy is held by The Mauritius Commercial Bank Limited of 9-15, Sir William Newton Street, Port-Louis, Mauritius, (Hereinafter referred to as “MCB” and the “Bank”) 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 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 Policy is governed by “Livre III Titre Douzieme Chapitre 3eme of the Mauritius Civil Code” except to the extent the articles mentioned in Article 1983-12 are varied by terms and conditions herein.

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.**

SCHEDULE OF BENEFITS

ANNUAL MULTI-TRIP TRAVEL ASSISTANCE FOR MASTER/VISA GOLD AND CORPORATE CARDS

| LIMITS APPLICABLE PER TRIP | | | LIMIT (EUR) | | |
|---|--|---|--------------------------|---|-----------|
| | | | WITHOUT USAGE OF CARD | WITH USAGE OF CARD | EXCESS |
| TRAVEL ASSISTANCE | | | | | |
| Cash Advance | | | n/a | 750 € | n/a |
| Concierge Services | | | n/a | Service Only | n/a |
| PART 1 - COVERS FOR YOUR TRIP | | | | | |
| SECTION A - CANCELLING YOUR TRIP | | | | | |
| A | AI | Cancellation of Trip (Before Departure) | n/a | 3,250 € | 20 € |
| SECTION B - DELAYED | | | | | |
| B | BI | Delayed International Departure | n/a | 75€ after every completed 4 hrs max 16 hrs - 300€ | 4 hours |
| SECTION C - CUTTING SHORT YOUR TRIP | | | | | |
| C | CI | Curtailement of Trip (After Departure) | n/a | 3,250 € | 20 € |
| SECTION D - MISSED CONNECTION | | | | | |
| D | DI | Missed Connection | n/a | n/a | NIL |
| SECTION E - INVOLUNTARY DENIAL OF BOARDING | | | | | |
| E | EI | Involuntary Denial of Boarding | n/a | n/a | NIL |
| PART 2 - COVERS FOR YOU | | | | | |
| SECTION F - EMERGENCY MEDICAL AND REPATRIATION | | | | | |
| F1 | Emergency Medical Expenses | | ABROAD ONLY | ABROAD ONLY | 20 € |
| | F1.1 | Medical Expenses (Inpatient & Outpatient) | 37,500 € | 75,000 € | |
| | | Emergency Dental Expenses | 250 € | 250 € | |
| | F1.2 | Emergency Visit (Hotel accommodation plus Return Air ticket - Economy) | 100 €/night for 5 nights | 100 €/night for 5 nights | |
| | F1.3 | Extension Of Stay | 100 €/night for 5 nights | 100 €/night for 5 nights | |
| | F1.4 | Hospital Cash Benefit | n/a | 25 € per night up to 625 € | |
| | F1.5 | Dispatch of Essential Medicines | Cost of Dispatch only | Cost of Dispatch only | No Excess |
| F2 | Medical Evacuation & Repatriation | | | | 20 € |
| | F2.1 | Medical transportation/Medical Evacuation | Real Cost | Real Cost | |
| | F2.2 | Organise and pay for the reasonable additional cost of return travel for travel companion | Return Air Ticket | Return Air Ticket | |
| | F2.3 | Repatriation of mortal remains in the event of death | Real Cost | Real Cost | |
| | F2.4 | Local Burial | 2,500 € | 2,500 € | |

| SECTION G - PERSONAL ACCIDENT | | | | | |
|---|--------------------------|---|--|---------------------------------------|------------------|
| G | Personal Accident | | WITHOUT USAGE OF CARD ABROAD ONLY | WITH USAGE OF CARD ABROAD ONLY | No Excess |
| | G I.1 | Death | 25,000 € | 125,000 € | |
| | G I.2 | Loss of both hands or both feet | 25,000 € | 125,000 € | |
| | G I.3 | Loss of one hand or one foot | 25,000 € | 125,000 € | |
| | G I.4 | Loss of the entire sight of both eyes | 25,000 € | 125,000 € | |
| | G I.5 | Loss of entire sight of one eye or the Loss of one hand or one foot | 25,000 € | 125,000 € | |
| | G I.6 | Loss of one hand or one foot or the entire sight of one eye | 3,750 € | 6,250 € | |
| SECTION H - PERSONAL LIABILITY | | | | | |
| H | H | Personal Liability | n/a | 125,000 € | 20 € |
| SECTION I - LEGAL COSTS | | | | | |
| I | I1 | Legal Assistance | n/a | 12,500 € | No Excess |
| | I2 | Advance on Bail bond | n/a | 1,500 € | |
| PART 3 - COVERS FOR YOUR PROPERTY | | | | | |
| SECTION J - BAGGAGE | | | | | |
| J | J1 | Luggage Loss | n/a | 1,250 € | 20 € |
| | | Single Article | n/a | 750 € | |
| | | Valuables | n/a | 750 € | |
| SECTION K - DELAYED BAGGAGE | | | | | |
| K | K | Delayed Baggage | n/a | 250 € | 20 € |
| SECTION L - LOSS PASSPORT | | | | | |
| L | L | Loss of Passport | n/a | 125 € | 20 € |
| SECTION M - BUSINESS SAMPLES COVER | | | | | |
| M | M1 | Business Samples | n/a | 125 € | 20 € |
| | M2 | Business Colleague | n/a | Return Air ticket - Economy Flight | 20 € |

SCHEDULE OF BENEFITS

ANNUAL MULTI-TRIP TRAVEL ASSISTANCE FOR AMEX GREEN CARDS AND MCB SELECT PACKAGE AND PLATINUM CREDIT CARDS

| LIMITS APPLICABLE PER TRIP | | | LIMIT (EUR) | | |
|---|-----------------------------------|--|-----------------------|---|---------|
| | | | WITHOUT USAGE OF CARD | WITH USAGE OF CARD | EXCESS |
| TRAVEL ASSISTANCE | | | | | |
| Cash Advance | | | n/a | 1,500 € | n/a |
| Concierge Services | | | n/a | Service Only | n/a |
| PART 1 - COVERS FOR YOUR TRIP | | | | | |
| SECTION A - CANCELLING YOUR TRIP | | | | | |
| A | AI | Cancellation of Trip (Before Departure) | n/a | 3,250 € | 50 € |
| SECTION B - DELAYED | | | | | |
| B | BI | Delayed International Departure | n/a | 100 € if delay > 4hrs, with an extra 150 € if delayed > than 10 hours. | 4 hours |
| SECTION C - CUTTING SHORT YOUR TRIP | | | | | |
| C | CI | Curtailment of Trip (After Departure) | n/a | 3,250 € | 50 € |
| SECTION D - MISSED CONNECTION | | | | | |
| D | DI | Missed Connection | n/a | 100 € | NIL |
| SECTION E - INVOLUNTARY DENIAL OF BOARDING | | | | | |
| E | EI | Involuntary Denial of Boarding | n/a | 100 € with an extra 150 € if delayed more than 6 hrs or past 10 p.m. | NIL |
| PART 2 - COVERS FOR YOU | | | | | |
| SECTION F - EMERGENCY MEDICAL AND REPATRIATION | | | | | |
| FI | Emergency Medical Expenses | | ABROAD ONLY | ABROAD ONLY | |
| | FI.1 | Medical Expenses (Inpatient & Outpatient) | 30,000 € | 100,000 € | 20 € |
| | | Emergency Dental Expenses | 250 € | 500 € | |
| | FI.2 | Emergency Visit (Hotel accommodation plus Return Air ticket Economy) | n/a | Economy Flight and 150 € per night up to 750 € | |
| | FI.3 | Convalescence | n/a | 150 € per night up to 750 € | |
| | FI.4 | Hospital Cash Benefit | n/a | 25 € per night up to 250 € | |
| FI.5 | Dispatch of Essential Medicines | Cost of Dispatch only | Cost of Dispatch only | No Excess | |

| Medical Evacuation & Repatriation | | | | | |
|--|--------------------------|---|---|--|-----------|
| F2 | F2.1 | Medical transportation/Medical Evacuation | Real Cost | Real Cost | 20 € |
| | F2.2 | Organise and pay for the reasonable additional cost of return travel for travel companion | Return Air Ticket | Return Air Ticket | |
| | F2.3 | Repatriation of mortal remains in the event of death | Real Cost | Real Cost | |
| | F2.4 | Local Burial | 1,500 € | 2,500 € | |
| SECTION G - PERSONAL ACCIDENT | | | | | |
| G | Personal Accident | | WITHOUT USAGE OF CARD ABROAD ONLY | WITH USAGE OF CARD ABROAD ONLY | No Excess |
| | G I.1 | Death | 40,000 € | 125,000 € | |
| | G I.2 | Loss of both hands or both feet | 40,000 € | 125,000 € | |
| | G I.3 | Loss of one hand or one foot | 40,000 € | 125,000 € | |
| | G I.4 | Loss of the entire sight of both eyes | 40,000 € | 125,000 € | |
| | G I.5 | Loss of entire sight of one eye or the Loss of one hand or one foot | 40,000 € | 125,000 € | |
| | G I.6 | Loss of one hand or one foot or the entire sight of one eye | 20,000 € | 62,500 € | |
| G I.7 | Hijack | n/a | 1,000 € after 24 hrs and a further 2,000 € after 72 hrs | | |
| SECTION H - PERSONAL LIABILITY | | | | | |
| H | H | Personal Liability | n/a | 125,000 € | 20 € |
| SECTION I - LEGAL COSTS | | | | | |
| I | I1 | Legal Assistance | n/a | 12,500 € | No Excess |
| | I2 | Advance on Bail bond | 1,500 € | 3,750 € | |
| PART 3 - COVERS FOR YOUR PROPERTY | | | | | |
| SECTION J - BAGGAGE | | | | | |
| J | J1 | Luggage Loss | n/a | 1,250 € | 20 € |
| | | Single Article | n/a | 625 € | |
| | | Valuables | n/a | 625 € | |
| SECTION K - DELAYED BAGGAGE | | | | | |
| K | K | Delayed Baggage | n/a | 500 € | |
| SECTION L - LOSS PASSPORT | | | | | |
| L | L | Loss of Passport | n/a | 125 € | 20 € |
| SECTION M - BUSINESS SAMPLES COVER | | | | | |
| M | M1 | Business Samples | n/a | 125 € | 20 € |
| | M2 | Business Colleague | n/a | Economy Flight and 150 € per night up to 450 € | 20 € |
| SECTION N - RETAIL PROTECTION | | | | | |
| N | N1 | Purchase Protection | n/a | 500 € per claim up to 3,500 € | 50 € |
| | N2 | Insurance Internet Delivery | n/a | 500 € | 50 € |

SCHEDULE OF BENEFITS

ANNUAL MULTI-TRIP TRAVEL ASSISTANCE FOR AMEX GOLD CARDS AND MCB EXCEPTION PACKAGE

| LIMITS APPLICABLE PER TRIP | | | LIMIT (EUR) | | |
|---|-----------------------------------|--|-----------------------|--|---------|
| | | | WITHOUT USAGE OF CARD | WITH USAGE OF CARD | EXCESS |
| TRAVEL ASSISTANCE | | | | | |
| Cash Advance | | | n/a | 1,500 € | n/a |
| Concierge Services | | | n/a | Service Only | n/a |
| PART 1 - COVERS FOR YOUR TRIP | | | | | |
| SECTION A - CANCELLING YOUR TRIP | | | | | |
| A | AI | Cancellation of Trip (Before Departure) | n/a | 3,250 € | 50 € |
| SECTION B - DELAYED | | | | | |
| B | BI | Delayed International Departure | n/a | 150 € if delay > 4hrs, with an extra 200 € if delayed > than 10 hours. | 4 hours |
| SECTION C - CUTTING SHORT YOUR TRIP | | | | | |
| C | CI | Curtailment of Trip (After Departure) | n/a | 3,250 € | 50 € |
| SECTION D - MISSED CONNECTION | | | | | |
| D | DI | Missed Connection | n/a | 150 € | NIL |
| SECTION E - INVOLUNTARY DENIAL OF BOARDING | | | | | |
| E | EI | Involuntary Denial of Boarding | n/a | 150 € with an extra 200 € if delayed more than 6 hrs or past 10 p.m. | NIL |
| PART 2 - COVERS FOR YOU | | | | | |
| SECTION F - EMERGENCY MEDICAL AND REPATRIATION | | | | | |
| FI | Emergency Medical Expenses | | ABROAD ONLY | ABROAD ONLY | |
| | FI.1 | Medical Expenses (Inpatient & Outpatient) | 30,000 € | 150,000 € | 20 € |
| | | Emergency Dental Expenses | 250 € | 750 € | |
| | FI.2 | Emergency Visit (Hotel accommodation plus Return Air ticket Economy) | n/a | Economy Flight and 200 € per night up to 1,000 € | |
| | FI.3 | Convalescence | n/a | 200 € per night up to 1,000 € | |
| | FI.4 | Hospital Cash Benefit | n/a | 50 € per night up to 500 € | |
| FI.5 | Dispatch of Essential Medicines | Cost of Dispatch only | Cost of Dispatch only | No Excess | |

| Medical Evacuation & Repatriation | | | | | |
|--|--------------------------|---|---|--|-----------|
| F2 | F2.1 | Medical transportation/Medical Evacuation | Real Cost | Real Cost | 20 € |
| | F2.2 | Organise and pay for the reasonable additional cost of return travel for travel companion | Return Air Ticket | Return Air Ticket | |
| | F2.3 | Repatriation of mortal remains in the event of death | Real Cost | Real Cost | |
| | F2.4 | Local Burial | 1,500 € | 3,000 € | |
| SECTION G - PERSONAL ACCIDENT | | | | | |
| G | Personal Accident | | WITHOUT USAGE OF CARD ABROAD ONLY | WITH USAGE OF CARD ABROAD ONLY | No Excess |
| | G I.1 | Death | 40,000 € | 150,000 € | |
| | G I.2 | Loss of both hands or both feet | 40,000 € | 150,000 € | |
| | G I.3 | Loss of one hand or one foot | 40,000 € | 150,000 € | |
| | G I.4 | Loss of the entire sight of both eyes | 40,000 € | 150,000 € | |
| | G I.5 | Loss of entire sight of one eye or the Loss of one hand or one foot | 40,000 € | 150,000 € | |
| | G I.6 | Loss of one hand or one foot or the entire sight of one eye | 20,000 € | 75,000 € | |
| G I.7 | Hijack | n/a | 1,500 € after 24 hrs and a further 3,000 € after 72 hrs | | |
| SECTION H - PERSONAL LIABILITY | | | | | |
| H | H | Personal Liability | n/a | 125,000 € | 20 € |
| SECTION I - LEGAL COSTS | | | | | |
| I | I1 | Legal Assistance | n/a | 12,500 € | No Excess |
| | I2 | Advance on Bail bond | 1,500 € | 3.75 € | |
| PART 3 - COVERS FOR YOUR PROPERTY | | | | | |
| SECTION J - BAGGAGE | | | | | |
| J | J1 | Luggage Loss | n/a | 1,500 € | 20 € |
| | | Single Article | n/a | 750 € | |
| | | Valuables | n/a | 750 € | |
| SECTION K - DELAYED BAGGAGE | | | | | |
| K | K | Delayed Baggage | n/a | 750 € | |
| SECTION L - LOSS PASSPORT | | | | | |
| L | L | Loss of Passport | n/a | 125 € | 20 € |
| SECTION M - BUSINESS SAMPLES COVER | | | | | |
| M | M1 | Business Samples | n/a | 125 € | 20 € |
| | M2 | Business Colleague | n/a | Economy Flight and 200 € per night up to 600 € | 20 € |
| SECTION N - RETAIL PROTECTION | | | | | |
| N | N1 | Purchase Protection | n/a | 500 € per claim up to 3,500 € | 50 € |
| | N2 | Insurance Internet Delivery | n/a | 1,000 € | 50 € |
| | N3 | Extended Warranty | n/a | 4,000 € | 50 € |
| | N4 | Collision Damage Waiver | n/a | 750 € | 50 € |

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**.

Age Limit

No Age Limit

Baggage

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

Bodily Injury

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

Cardholder

The main account holder or supplementary **cardholder** of MCB Credit card issued by The Mauritius Commercial Bank 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, stepparent or legal guardian; child, step-child or foster child; sibling; sibling-in-law, half-sibling or step-sibling; grandparent or grandchild.

Country of Residence

Where **you** currently live and have a permanent residence. And is the country where **you** will be repatriated to in the event of a medical emergency.

Curtailment

Means either abandoning or cutting short **your trip** by direct early return to **your country of residence**, in which case claims will be calculated from the day **you** have returned **home** and based on the number of complete days of **your trip** you have not used, or **you** attending a hospital outside **your country of residence** and being inpatient for more than 48 hours. Claims will be calculated from the date of admittance.

Doctor

A qualified registered practicing member of the medical profession who is not related, directly or indirectly to **you** and who is not your **travel companion**.

Effective Date of the Policy: 1st July 2019

Eligible item

Purchased solely for personal use; and the cost of which has been charged to **your** MCB Credit card; and not listed as an item which **we** shall not pay for; and that has had no previous owner; and not purchased illegally.

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

Any sporting activity other than those listed on page 21.

Home/Home country

Your normal place of residence in **your country of residence**.

Insured Person/You/Your

- The primary **cardholder** who has been issued with an MCB Credit Card;
- The supplementary **cardholder/s** to whom an MCB Credit Card has been issued for use on the same account as the **cardholder**; and
- The **Cardholder's** spouse/dependent children will also be covered provided;
 - (i) the spouse / dependent children are accompanying the **cardholder** on the same trip;
 - (ii) before boarding the transportation, the full cost of the spouse's/dependent child's trip was charged to the **cardholder's** card.

Dependent children should be under 18 years or under 25 years but on full time education.

NB. Coverage under without usage of card is not applicable for spouse and children.

FOR MASTER CARD/VISA CORPORATE CARD, only the Main **Cardholder** is covered.

Journey

A holiday or business **trip**, not more than 90 days, 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 **your travel companion**.

One-way Trip

A holiday or **trip** that takes place during the **period of insurance** which begins when **you** leave **your home** and ends 31 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 participation 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.

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**.
- 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.
- v) Any Circumstances **You** are aware of prior to **Your** departure including the manifestation of any symptoms on the basis of which a claim for medical expenses could arise during Your travel under this policy.
- vi) Any condition diagnosed during **Your** period of travel, the existence of which would have been revealed by a diagnostic test or medical examination carried out prior to **Your** departure.

Public Transport

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

Purchase price

Means the lower of the amounts shown on either **your** billing statement or the store receipt for the **eligible item**.

Total permanent disability

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

Travelling companion/Travel companion

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

Trip

A holiday or business **trip**, not more than 90 days, 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 esidence**, whichever is earlier.

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 9pm - 9am or 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;
- iv) Jewellery, items made of or containing gold, silver, precious metals or precious or semi-precious stones.

We, us, our

SWAN General Ltd (also referred to as SWAN Insurance)

Important Information About Your Travel Insurance**Operation of cover**

Your policy will only operate:

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

This policy automatically covers **cardholders** of MCB Credit cards. If the air tickets are paid with the card, more benefits will be available, and coverage is extended to the **cardholder's** spouse and children under 18 years (under 25 years if in full-time education) and travelling together with the **cardholder**.

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

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

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 to which a government agency in the **country of residence** or the World Health Organisation has advised the public not to travel, or which are officially under embargo by the United Nations.

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.

Cover under Section H 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.

Activities and Hazardous activities

This policy will automatically cover **you** for participation in some but not all activities. See below for full details.

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

- i) That is not listed under Included Activities 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 G, Personal Accident or Section H, 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 G, 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 G Personal Accident or Section H 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 H 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 G Personal Accident or F Personal Liability)
- Roller skating or roller blading
- Rounders
- Safari
- Skateboarding
- Softball
- Squash
- Table games (table tennis, snooker, pool, billiards)
- Tennis
- Trampolining
- 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 H 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)

Winter Sports (Coverage Medical expenses Only):

- Ice skating
- Skiing
- Sledding
- Snowboarding
- Snowmobiling

Part I - Covers For Your Trip

Section A - Cancelling Your Trip

(before **you** are due to start **your trip**)

What is covered

If **you** have purchased **your** travel using **your** MCB Credit Card **we** will cover **you** up to the amount shown in the schedule of benefits for **your** irrecoverable:

- unused deposits;
- accommodation and travel costs (including car hire, excursions and activities); that you have paid or legally have to pay if you unavoidably need to cancel your trip for one of the following reasons:
 - a) One of the following people dies, is seriously injured or is seriously ill:
 - i) any **insured person**;
 - ii) **your travelling companion**;
 - iii) **a close relative**;
 - iv) a **close business associate**; or
 - v) anyone outside **your home** area that **you** had planned to stay with during **your trip**.

- b) One of the following people is quarantined, is called for jury service or is called as a witness in a court of law (but not an expert witness):
 - i) any **insured person**;
 - ii) **your travelling companion**; or
 - iii) anyone outside **your home** area that **you** had planned to stay with during **your trip**.
- c) **Your** redundancy
- d) **You** are, or any **travel companion** is, a member of the armed forces or Emergency Services and authorised leave is cancelled due to an unexpected emergency:
- e) One of the following people is required to stay at their **home** as a result of it being seriously damaged by fire, storm, flood or due to a burglary in the seven days before departure on **your trip**:
 - i) any **insured person**; or
 - ii) **your travelling companion**.
- f) **Your** passport or visa being stolen in a burglary in the seven days before **your** departure on **your trip** and **you** being unable to arrange a replacement in time.
- g) The World Health Organisation advising against “All Travel” or “All but essential travel” to **your** intended destination, providing the advice came into force after **you** booked **your trip** or became a **cardholder** (whichever was the later) and was in the 28 days before **your** departure on **your trip**.
- h) **You** are unable to use **your** pre-paid accommodation because the accommodation or immediate surrounding area is adversely affected by natural disaster.

Special conditions

- **All claims for death, injury, illness or quarantine must be supported by relevant medical certificates from a doctor, which must be obtained at your own expense.**
- **You must provide us with a cancellation invoice, your unused tickets and ticket receipts, as well as any other supporting documents that we require in support of your claim.**
- **The amount of any claim will be limited to costs that would have applied at the time you first became aware of the need to cancel your trip.**

What is not covered

- **the excess amount as specified on the schedule of benefits is for every claim for each insured person.**
- **any expenses (including Air Passenger Duty) that you can recover from elsewhere;**
- **an anticipated event;**

- **any claim that is the result of a pre-existing medical condition.**
- **any claim that is a result of a close relative, close business associate or travelling companion:**
 - i) **having a medical condition that has resulted in inpatient treatment or being put on a waiting list for hospital treatment;**
 - ii) **being diagnosed with cancer; or**
 - iii) **being given a terminal prognosis; in the 12 months prior to you becoming an insured person, or the date when you booked your trip, whichever is later;**
- **any claim where, given your physical or mental condition, you should not have travelled or it would have been reasonable for you to have consulted your doctor about whether or not it was appropriate to go on your trip;**
- **any claim for administration costs charged by your travel or accommodation provider for obtaining a refund for unused travel and accommodation charges;**
- **any claim resulting from your transport operator or their agents refusing to transport you or your travelling companion because they consider that person is not fit to travel;**
- **any claim resulting from you not wanting to travel;**
- **any claim for unemployment due to your misconduct, resignation or voluntary redundancy;**
- **any claim for fees relating to timeshare properties, including management and maintenance fees but not exchange fees;**
- **anything mentioned in the General Exclusions Section of this policy;**

Section B - Delayed Departure

Applicable for Delay occurring on the day you are traveling.

Cover under this section does not apply to any trip delayed from your country of residence

What is covered

If **you** have purchased **your** travel using **your** MCB Credit card we will cover **you** up to the amount shown in the schedule of benefits for:

- **Delayed International Departure (on your return) We will pay you up to the amount shown on the summary of benefits, 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.**

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.**

What is not covered

We will not cover:

- **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 arising from a strike, any form of industrial action or possible delay that had been announced or commenced either:**
 - i) **when you became an insured person; or**
 - ii) **when you booked your trip whichever is the earlier;**
- **any claim for any trip that is solely within your country of residence**
- **any claim for Delayed International Departure 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;**
- **anything mentioned in the General Exclusions Section of this policy;**

Section C - Cutting Short Your Trip

(after **your trip** has started)

What is covered

If **you** have purchased **your** travel using **your** MCB Credit Card **we** will cover **you** up to the amount shown in the schedule of benefits for:

1. Curtailment

We will cover **you** for **your**:

- unused accommodation costs and travel costs (including car hire, excursions and activities);
- reasonable additional accommodation costs to allow **you** to return **home** early; and
- reasonable additional travel costs to allow **you** to return **home** early if **you** cannot use **your** return ticket that **you** have paid or legally have to pay if **you** unavoidably need to abandon **your trip** while **you** are away for one of the following reasons:
 - a) One of the following people dies, is seriously injured or is seriously ill:
 - i) any **insured person**;
 - ii) **your travelling companion**;
 - iii) a **close relative**
 - iv) a **close business associate**; or
 - v) anyone outside **your home** area that **you** were staying with.
 - b) One of the following people is quarantined, is called for jury service or is called as a witness in a court of law (but not as an expert witness):
 - i) any **insured person**;
 - ii) **your travelling companion**; or
 - iii) anyone outside **your home** area that **you** were staying with;
 - c) One of the following people is a member of the armed forces or Emergency Services and authorised leave is cancelled due to an unexpected emergency:
 - i) any **insured person**; or
 - ii) **your travelling companion**.
 - d) One of the following people is required to return to their **home** as a result of it being seriously damaged by fire, storm, flood or due to a burglary:
 - i) any **insured person**; or
 - ii) **your travelling companion**.
 - e) A government agency in the **country of residence** or the World Health Organisation advising against “All Travel” or “All but essential travel” to **your** destination, providing the advice came into force after **your** departure on **your trip**;
 - f) **You** are forced to move from **your** pre-paid accommodation because the accommodation or immediate surrounding area are adversely affected by natural disaster; in which event **we** will cover the necessary extra travel and accommodation expenses to allow **you** to continue with your trip or return to **your home** area if **you** are unable to continue with **your trip**.

Special conditions

- All claims for death, injury, illness or quarantine must be supported by relevant medical certificates from a doctor, which must be obtained at your own expense as well as any other supporting documents that we require in support of your claim.
- You must contact the Emergency Assistance Company as soon as reasonably possible once you become aware of the need to return home.
- Claims for unused accommodation will be calculated based on the number of complete days of your trip that are lost by your early return to your home or admission to hospital as an in-patient if you remain there for the rest of your trip.

What is not covered

We will not cover:

- the excess amount as specified on the schedule of benefits for every claim for each insured person.
- any expenses (including Air Passenger Duty) that you can recover from elsewhere;
- an anticipated event;
- any claim that is the direct or indirect result of a pre-existing medical condition;
- any claim that is a result of a close relative, close business associate or travelling companion:
 - i) having a medical condition that has resulted in inpatient treatment or being put on a waiting list for hospital treatment;
 - ii) being diagnosed with cancer; or
 - iii) being given a terminal prognosis; in the 12 months prior to you becoming an insured person, or the date when you booked your trip, whichever is later;
- any claim where, given your physical or mental condition, you should not have travelled or it would have been reasonable for you to have consulted your doctor about whether or not it was appropriate to go on your trip;
- any claim which is the result of you not taking/having:
 - 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 and/or medication for tropical diseases as advised by the World Health Organization.

- any claim for administration costs charged by your travel or accommodation provider for obtaining a refund for unused travel and accommodation charges;
- any claim resulting from your transport operator or their agents refusing to transport you or your travelling companion because they consider that person is not fit to travel;
- any claim resulting from you not enjoying your trip;
- any claim for any costs that were not authorised by the Emergency Assistance Company before you returned home;
- any claim for fees relating to timeshare properties, including management and maintenance fees but not
- exchange fees;
- any claim for additional travel costs if you did not purchase a return ticket to your home area before you departed on your trip;
- any claim for your unused return travel tickets if we have paid to get you home because of injury or illness under Section F Emergency Medical and Related Costs;
- 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 above 125cc;
- any claim as a result of you using any motorcycle, moped or scooter:
 - a) if you do not wear a crash helmet;
 - b) if you are the rider and you do not hold a valid licence to drive that vehicle type in your home area; or
- any claim as a result of you using a quad bike or all-terrain vehicle as a rider or passenger;
- any claim for natural disaster when the local or national authorities have confirmed that it is safe to stay.
- anything mentioned in the General Exclusions section of this policy.

Section D - Missed Connection

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** departure point in time to board **your** prebooked aircraft, ship or train as a result of:

- i) the scheduled public transport on which you are travelling to catch **you** connecting flight not running to timetable; or
- ii) 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.

Section E - Involuntary Denial of Boarding

If **you** are involuntarily denied boarding on a publicly licensed scheduled aircraft on which **you** have reserved a seat due to the airline over booking, **we** will pay **you** up to the amount shown in the schedule of benefits. In the event **you** receive compensation from the airline, the amount that **we** will pay **you** will be reduced by the compensation **you** have received or are due to receive from the airline.

You are not covered for:

- 1) **Any costs or charges for which the airline will compensate you;**
- 2) **Any costs or charges incurred where seat bumping was not involuntary and/or on a mandatory basis;**
- 3) **Any claims where written proof from the airline is not obtained confirming your inability to travel through overbooking and the period of delay until your next available flight is confirmed.**
- 4) **Anything mentioned in GENERAL EXCLUSIONS**

Part 2 - Covers For You

Section F - 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.

The most we will pay

The most **we** will pay for each **insured person** upon usage of the card is as per the schedule of benefits for each type of card.

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

- Inpatient
- Emergency dental treatment for emergency pain relief.
- Costs of **your** funeral, cremation or returning **your** body or ashes to **your home**.
- Hospital benefit for every complete 24 hour period for which **you** are treated as an in-patient.
- Hotel accommodation per night for a maximum of 5 nights for emergency visit, and also return economy Air tickets.
- Hotel accommodation per night for a maximum of 5 nights for convalescence

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 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**.

3. Physiotherapy

We will pay, up to Rs. 10,000, for necessary further physiotherapy treatment on **your** return to **your home** area if **we** pay a claim under 1. Emergency Medical Costs outside **your home** area that results in **your bodily injury**.

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 World Health Organisation (WHO) 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.

What is not covered

We will not cover:

- the excess amount as specified on the schedule of benefits 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 a direct or indirect result of a pre-existing medical condition;
- any claim for costs incurred as a result of an anticipated event;
- any claim under I. 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 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 assistance company;
- 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) vaccinations, inoculations or medication 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 above 125cc;
- 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;
- any claim as a result of you using a quad bike or all-terrain vehicle as a rider or passenger.
- any costs relating to herbal or homeopathic medicines or therapies, acupuncture, or traditional Chinese medicines or therapies unless agreed with the Emergency Assistance Company.

Section G - 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 as specified on the schedule of benefits.

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 above 125cc;
- 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;

- any claim as a result of you using a quad bike or all-terrain vehicle as a rider or passenger.

Section H - 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 as specified on the schedule of benefits.

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 employee;
- 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 as specified on the schedule of benefits);
- 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 I - Legal Costs

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:

- The amount shown on the schedule of benefits, the costs for all claims arising from the same incident under 1. Personal Injury and Holiday Contract Disputes.
- The amount shown on the schedule of benefits for the first consultation that **you** arrange with a local solicitor under detention abroad.

3. Advance of Bailbond

We will deposit up to the amount shown on the schedule of benefits 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 **insured 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**, whichever is sooner.

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 in 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) We 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 58; 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.
- 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.

Section J - 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 as specified on the schedule of benefits.

This is reduced to:

- The amount shown on the schedule of benefits for any one item (including items that form part of a pair or set of items).
- The amount shown on the schedule of benefits 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 K - 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 all baggage claims, including sports clothing based on the depreciation table on page 60.

What is not covered

We will not cover:

- the excess amount as specified on the schedule of benefits for every claim for each insured person;
- Loss, theft or damage to mobile phones, smart phones, drones and i-pads.
- 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.**

Section K - Delayed Baggage

What is covered

We will cover **you** for essential replacement of toiletries, medication and items of clothing if **your baggage** is temporarily lost for more than 12 hours following **your** arrival at **your** destination.

The most **we** will pay for each insured person is as specified on the schedule of benefits.

- **we** will not pay more than the amount shown on the schedule of benefits in total for any one event regardless of the number of items that you are claiming.

Special conditions

- **If your baggage is lost 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 to show how long you were without your baggage; and**
 - ii) **keep your tickets and luggage tags.**
- **You must keep the receipts for any essential replacement items you buy.**
- **We will deduct the amount of any claim under this section from any claim you make under Section J Baggage if your baggage is permanently lost.**

What is not covered

We will not cover:

- **anything mentioned in the General Exclusions section of this policy;**
- **any claim for hire of winter sports equipment**
- **any claim for hire of business equipment**
- **any claim for hire of golf equipment**
- **any claim for baggage that is confiscated, detained or delayed by customs or other officials; or**
- **any claim for baggage that is lost on the day of your return home.**

Section L - Lost Passport

We will cover you for:

- **reasonable extra travel, accommodation and administration costs that you have to pay to obtain:**
 - i) **an Emergency Travel Document if **your** passport is lost, stolen or destroyed while **you** are on **your trip**; and**
- **The cost of the Emergency Travel Document.**

The most **we** will pay for each **insured person** is the amount shown on the schedule of benefits.

Special conditions

- **You must report any loss to the police within 24 hours of discovering it or as soon as reasonably possible after that and get a police report from them.**
- **You must always take reasonable care of your passport to keep it safe and take all reasonable steps to recover any passport that is lost or stolen.**

What is not covered

We will not cover:

- **the excess amount as specified on the schedule of benefits is for every claim for each insured person;**
- **anything mentioned in the General Exclusions section of this policy;**
- **any claim for loss or theft of a passport 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; or**
- **any claim for a passport**
 - i) **that you have left unattended unless it has been stolen from your locked personal accommodation, a safe or safety deposit box; or**
 - ii) **that is confiscated, detained or delayed by customs or other officials.**

Section M - Business Cover

A. Business Samples

What is covered

We will cover **you** if **your** business samples are lost, stolen or accidentally damaged during **your trip**.

The most we will pay

The most **we** will pay for each **insured person** is as specified on the schedule of benefits.

Special conditions

- You must report any theft or loss of business samples 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 business samples are lost, stolen or damaged while they are 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 business samples are lost, stolen or damaged while they are 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 business samples to keep them safe and take all reasonable steps to recover business samples that are lost or stolen.
- You must provide us with proof of ownership and value for the items of business samples for which you are claiming to substantiate your claim.
- We will at our option either:
 - i) pay the cost of repairing or replacing the item; or
 - ii) make a cash payment to you.
- We will not pay more than the market value of your business samples at the time of the loss.

B. Business Colleagues

What is covered

We will cover **you** to be replaced by a colleague (return travel tickets only) if **you** are treated as an in-patient for at least three days while **you** are on a **trip** or **we** pay any claim under Section C - Cutting Short **Your Trip** (after **your trip** has started) due to **your** death, injury or illness.

Special conditions

- **All claims for death, injury, illness or quarantine must be supported by relevant medical certificates from a doctor, which must be obtained at your own expense as well as any other supporting documents that we require in support of your claim.**
- **You must provide receipts for the travel tickets obtained for your colleague.**

What is not covered - (applies to all Business cover sections)

We will not cover:

- the excess amount as specified on the schedule of benefits is 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 costs incurred as a result of an anticipated event;
- any claim under part a. **Business Samples**:
 - i) for items that are lost, stolen or damaged as a result of your deliberate, wilful or malicious act, carelessness or
 - ii) neglect;
 - iii) caused by wear and tear or loss of value, moths or vermin or any cleaning, repairing or restoring process;
 - iv) that you do not report to the police as soon as reasonably possible or which is not supported by a police report; for items that you have left unattended unless they have been stolen from your locked personal accommodation, a safe or safety deposit box;
 - v) for valuable items that are left unattended in a motor vehicle;
 - vi) for items that are confiscated, detained or delayed by customs or other officials; or
 - vii) that is more specifically insured elsewhere; or
- any claim under part c. **Business Colleagues** where there is, or would be, no valid claim for that medical condition under Section F **Emergency Medical and Related Costs** or Section C **Cutting Short your trip** (after your trip has started).

Section N - Retail Protection

NI - PURCHASE PROTECTION

If you use your card to purchase an eligible item, in the event of the theft or damage to an **eligible item** within 90 days of purchase :

- 1) **We** shall, at **our** option, replace or repair the **eligible item** up to an amount not exceeding the **purchase price** of the **eligible item**, or the benefit limit shown on the schedule of benefits in any one event, whichever is the lower.
- 2) **We** shall not pay more than the amount shown on the schedule of benefits in any one 365 day period.
- 3) **We** shall not pay more than the amount shown on the schedule of benefits in the aggregate for any one event in respect of any single **eligible item**.

N2 - INSURANCE INTERNET DELIVERY

If you use your card to purchase an **eligible item** and in case the eligible item is non compliant or non-delivery, this insurance covers **your** purchases in Mauritius via the Internet up to the amount shown on the schedule of benefits. In a first step, an amicable solution shall be negotiated on **your** behalf with the carrier or retailer to make sure deliveries conform to **your** command.

Special Conditions

- 1) **The items are insured anywhere in the world for 90 consecutive days from the date of purchase in the event of loss, theft or damage.**
- 2) **The cardholder must take all reasonable care to protect and maintain the goods insured under this policy and protect them against loss, damage, or theft.**
- 3) **In the event that any goods are stolen, willfully damaged or accidentally lost, a report must be made to the police. If a claim is made, the report will be required by our claim processing department.**

What is not covered:

We will not cover:

- **the excess amount as specified on the schedule of benefits for every claim for each insured person; or**
- **Damage to eligible items caused intentionally by an insured person; or**
- **Theft or damage to eligible items bought fraudulently by you; or**
- **False or fraudulent claims; or**
- **Lost or stolen eligible items not reported to the Police within 48 hours of discovery and a written report obtained; or**
- **Eligible items left unattended in a place accessible to the public; or**
- **Normal wear and tear of eligible items; or**
- **Mysterious disappearance of eligible items with no proper reason; or**
- **Damage to defective eligible items; or**
- **Theft or damage to eligible items in a motor vehicle or as a result of the theft of said motor vehicle; or**
- **Theft or damage to eligible items caused by declared or undeclared war, confiscation by order of any governmental or public authority, or arising from illegal acts; or**

- **Theft, or damage to jewellery, watches, glasses, sunglasses, precious metals and gemstones in baggage unless carried by hand and under the insured Person's personal supervision or under the supervision of a travelling companion previously known to the insured person;**
- **Loss to jewellery, watches, glasses, sunglasses, precious metals and gemstones.**
- **Theft, or damage to cash, or its equivalents, travellers cheques, tickets or any negotiable instruments; or**
- **Theft, or damage to animals and living plants; perishable goods, or**
- **Theft, loss or damage to electronic items and equipment, including but not limited to, personal stereos, MP3 players, such as computers or computer-related equipment whilst at an insured person's place of employment.**
- **Theft, loss or damage to mobile phones, smart phones, drones and i-pads.**

N3 - EXTENDED WARRANTY

If you use your card to purchase an **eligible item**

What is covered

- **One additional year of cover shall be added to the end of the original manufacturer's warranty, for every registered eligible item.**
- **Repair expenses shall be paid up to the maximum shown in the schedule of benefits, whichever is the smaller amount.**

In the Event of a Claim

If a registered eligible item breaks down, please call us, giving your name, the last 4 digits of your Credit Card number, eligible item brand and model and the breakdown date. We shall confirm that the eligible item is registered, and you shall be directed to an authorised service centre. We shall send you a claim form. Please retain the repair receipt from the service centre specifying the breakdown and price for repair. Claim form and all documentation must be sent to us within 90 days of the repair date.

Special Conditions

- **To qualify for cover, all eligible items must be registered on a purchase registration form before the manufacturer's original warranty expires or within the first 90 days from the date of purchase or delivery, whichever is sooner.**
- **Only electrical household products with well – known brand names, with original manufacturer's warranties can be registered.**

- You must keep the original sales receipt from store, original of card receipt, original of account statement showing the transaction was paid in full with your **MCB Credit Card** and the original manufacturer's warranty card.
- Extended warranty only covers mechanical breakdown - Repair expenses if your product breaks down after the manufacturer's original warranty has expired.
- Cover for mechanical breakdown starts from the date the original manufacturer's warranty ends and lasts for (one) year from that date.
- There is no limit to the number of purchases the card holder may make and register.
- If you submit details on the Registration Form of products that cannot be registered, we shall inform you why the product(s) cannot be registered.
- You must use the service centre authorised by us for the repair of the eligible item.

What is not covered

- 1) Excess shown in the schedule of benefits, applying to each and every claim.
- 2) Non-electrical items.
- 3) Items registered later than 90 days of date purchase or delivery, whichever is sooner, or after the expiration of the manufacturer's warranty.
- 4) Items which do not have an original manufacturer's warranty valid in the country of residence.

N4 - COLLISION DAMAGE WAIVER

This benefit is valid on usage of the card

We will compensate you up to the amount shown on the schedule of benefits for covered damage or theft to a rental vehicle while it is in **your** responsibility as well as valid administrative and loss of use charges imposed by the auto rental company and reasonable towing charges.

Only vehicle rental periods that neither exceed nor are intended to exceed 31 consecutive days outside **your** home country are covered.

What is covered:

- 1) Physical damage and/or theft of the rental vehicle.
- 2) Valid loss-of-use charges imposed and substantiated by the auto rental company through a fleet utilisation log.
- 3) Reasonable and customary towing charges, due to a covered loss, to the nearest qualified repair facility.

What is not covered

- 1) Damages to the rental car that arise from gross negligence conduct in the road traffic, due to driving under the influence of intoxicating substances (e.g. drugs, medicine), to the

influence of alcohol, (i.e. the blood alcohol concentration of the driver at the time of the claim – the credit cardholder or the authorised person - being over the statutory blood alcohol content, as specified by prevailing court decisions in the relevant country) or reckless driving.

- 2) Damages to the rental car that arise through breach of the car rental contract.
- 3) Damages caused by gross negligence or willful misconduct.
- 4) Loss or damage as a result of the cardholder's lack of reasonable care in protecting the rental vehicle before and after damage occurs (for example, leaving the vehicle running and unattended).
- 5) The excess shown in the schedule of benefits, applying to each and every claim.

GENERAL EXCLUSIONS AND GENERAL CONDITIONS

GENERAL EXCLUSIONS

General exclusions which apply to sections A to N 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 F – Emergency medical and other expenses, and Section G – 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 farepaying passenger on a regular scheduled airline or licensed charter aircraft;
- You breaking the law or being dishonest; or
- Your travel to a country or area to which a government agency in the Country of Residence or the World Health Organisation has advised the public not to travel, or which are officially under embargo by the United Nations.

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 MCB account under which you are entitled to receive the benefit of this policy.

GENERAL CONDITIONS

General conditions which apply to sections A to N

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 I 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 postmortem 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 present contract may be cancelled before its normal expiry date in the following cases, inter alia,

- In the event of your death as provided for in Articles 1983-48 of the Mauritius Civil Code.
- For non-payment of premium (Articles 1983-21 to 24 of the Mauritius Civil Code).
- In the event of aggravation of risk (Article 1983-25 of the Mauritius Civil Code).
- In case of withholding of facts or intentional false declaration by you (Article 1983-30 of the Mauritius Civil Code).
- In the events set out in Article 1983-35 of the Mauritius Civil Code.
- In the event of our or your bankruptcy as provided for in Articles 1983-27 and 28 of the Mauritius Civil Code.
- In the event we refuse to reduce the premium in circumstances provided for in Article 1983-29 of the Mauritius Civil Code.

Whenever a party purports to cancel the present contract, he shall give notice thereof to the other party by way of a registered letter, and in cases falling under Article 1983-35 of the Mauritius Civil Code, in accordance with the provisions of Article 1983-36 of the Mauritius Civil Code.

However, this insurance is included as an integral benefit with your MCB 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 G 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 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.

This Policy shall, however, exclude:

- judgements, orders, awards, pronouncement, interpretation or declaration given or delivered by any court, tribunal, arbitrator or other authority in any foreign jurisdiction;
- the cost of taking up of the defence in any case before any foreign court;
- the enforcement, registration, recognition, exequatur or other similar procedures in connection with a foreign judgement or foreign pronouncement or foreign interpretation or foreign declaration or foreign award in Mauritius.

10. Claims under the sub section 'Baggage' should be supported by receipts and shall be subject to depreciation as provided for in Depreciation Table (below). A depreciation of 75% will apply for all claims not supported by receipts.

Data Protection Act

In accordance with the Data Protection Act 2017, 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.

1. Acceptance of Policy Terms

Subject to any special term to the contrary, this policy shall commence and be effective as from the date specified in the policy schedule and any subsequent endorsement shall be effective as from the date mentioned in the relevant endorsement.

You should take care in reading the terms and conditions of this insurance cover and more particularly the exclusions, limitations and warranties. You should carefully peruse the policy document and/or any endorsement attaching to it to precisely ascertain that the type and extent of coverage provided and the other terms stipulated thereon correctly describe and meet entirely your insurance request.

If any policy term and/or schedule or other detail or information is found missing, incorrect, incomplete or defective, kindly inform us of the matter without delay and in any event not later than 30 days after receipt of the said policy document, schedule and/or endorsement.

Should you, within a period not exceeding thirty (30) days as from receipt of the relevant policy documentation, schedule and/or endorsement not make any written :

- a) Request for correction or rectification of the said policy documentation, schedule and/or endorsement; or
- b) Objection or representation or reservation of your rights; or
- c) Request for policy to be cancelled; AND thereby continue to have dealings with us in relation to the said policy and/or endorsement, either directly or through intermediaries, by exercising any right or fulfilling any obligation under the policy.

It shall be deemed that you have affirmed the policy and are in agreement with its terms as set out in the policy document, schedule and/or any endorsement attaching thereto and that the correctness, accuracy, completeness and admissibility of the said policy terms, schedule and/or endorsement shall not thereafter be challenged or questioned in case of any claim, dispute, difference or litigation including arbitration between the parties.

2. Aggravation of Risk

During the currency of the Policy, you must report to us, by registered letter, any modification likely to aggravate the risk insured and which, had the new state of affairs existed at the writing of the Policy, we would not have contracted or would only have done so against a higher premium.

Such report must be made prior to the aggravation if it is caused by your own doing and in other cases, within eight days from the time it has come to your knowledge.

In either case it shall be open to us:

- a) to cancel the Policy, or
- b) to claim an increased premium in which case if you do not accept the new rate of premium the Policy shall be cancelled.

In the event of the aggravation of the risk being due to your act, we will be entitled in addition to claim Damages.

3. Conduct of the claim

We shall be entitled at any time to:

- take over and conduct in your name the defence of any claim;
- prosecute in your name for our benefit any claim for indemnity or damage or otherwise against any third party;
- conduct any negotiations and proceedings and settlement of any claim.

You shall give to us such information and assistance as we may reasonably require.

If having taken over the legal proceedings on your behalf, we later discover that:

- you have failed to disclose to it a material fact either at the time of the making of the contract or during its currency;
- you have breached a condition or a warranty of the policy; or
- anyone of the exclusions applies to the policy;

We will be entitled to withdraw from the said proceedings whereupon we shall be under no further liability towards you in respect of such proceedings.

4. Duration of the Contract

- a) Subject to the provisions of paragraphs (b), (c) and (d) of the present Condition the duration of the contract shall be for the period expressed in the Schedule attached to the present Policy.
- b) We and you shall be at liberty to terminate the contract at any time prior to the expiry date mentioned in the Schedule to the Policy on the party so desiring giving 30 days' notice in writing to that effect to the other party.
- c) In cases where the Policy covers several risks or several properties, it shall be permissible to either us or you to terminate by anticipation in the manner set out in paragraph (b) above the contract in respect of any one or more of the several risks and/or properties insured.
- d) In the event of a cancellation by anticipation as provided in paragraphs (b) and (c) above we shall:
 - i) when such cancellation is made at your request, have the right to claim or retain either the customary short-term premium or the premium on a pro-rata basis
 - ii) when such cancellation is made by us, refund or retain the premium on a pro-rata basis

5. Duty of Full Disclosure

In accordance with Article 1983 – 30 of the Mauritius Civil Code any withholding of facts (Reticence) or false declaration wilfully made by you shall entail the nullity of the Policy, when such withholding or false declaration alters the nature (objet) of the risk or makes it appear less hazardous to us, even though the fact omitted or distorted or misrepresented has been without influence on the Loss; and in such a case we shall retain the premium paid and shall be entitled to claim as Damages all premiums remaining due to be paid.

Where the omission or incorrect declaration was not made in bad faith, we shall be entitled:

- a) If the establishment of such a fact is made before the Loss
 - i) To maintain the Policy subject that you agree to pay an increased premium, or
 - ii) To cancel the Policy after giving 14 days' notice to that effect to you and refunding a proportionate part of the premium paid.
- b) If the establishment of such a fact is made after the Loss, to reduce the indemnity payable in the proportion that the rate of the premiums paid bears to the rate of the premiums that would have been payable had the risk been completely and exactly declared.

6. Interpretation

This Policy (including its terms, Exclusions, limitations and conditions) shall be construed in accordance with and governed in all respects by the Laws of the Republic of Mauritius (including without limitation any issues arising out of or in connection with the validity or enforceability of the Policy) and in accordance with express definitions interpretations provisions (if any) set out and incorporated in the Policy.

7. Integration

The Policy and the Proposal Form and/or any Endorsement shall constitute the entire and exclusive agreement between you and us with respect to its subject matter.

The parties to this insurance Policy formally agree that no evidence can be introduced to demonstrate that the parties intended something different from what the Policy and/or Proposal Form and/or Endorsements provide.

8. Sanction Limitation

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations Resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9. Severability

If a provision or condition or section or sub-section of the Policy is found to be legally prohibited or unenforceable or inapplicable or invalid in the circumstances, the offending provision or condition or section or sub-section shall be severed from the rest of the Policy which otherwise continues to operate as originally written.

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** and provide **your** full name and **your** card type, **your** card number (first 4 and 4 last digits) and the expiry date of **your** card.

When you are back:

- Call our **Emergency Assistance Company** or email us and provide **your** full name and **your** card type, **your** card number (first 4 and 4 last digits) and the expiry date of **your** card.

HOW TO GET HELP/IN AN EMERGENCY CALL US ON

| | |
|--|-------------------|
| MCB GOLD CARD (MasterCard/Visa) | +230 405 5811 |
| MCB MASTER/VISA CORPORATE CARD | +230 405 5811 |
| AMERICAN EXPRESS: Local toll free : | 800 2221 |
| International : | (230) 405 5809/10 |
| LINES ARE OPEN 24 HOURS A DAY, 365 DAYS A YEAR | |
| NON EMERGENCY CLAIMS - Monday to Friday 9am to 5pm | |
| EMAIL: mcbqueries@linkham.com | |

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 reference 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** complaint 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.

| DEPRECIATION TABLE | | | | |
|---------------------------|------------------|-------------------|---|------------------|
| Age | Valuables | Electrical | Personal Possessions Baggage | Cosmetics |
| 0-1 Month | 0% | 0% | 0% | 25% |
| 2-3 Months | 0% | 0% | 20% | 25% |
| 4-6 Months | 0% | 5% | 20% | 50% |
| 7-12 Months | 0% | 10% | 30% | 75% |
| 1-2 Years | 0% | 20% | 40% | 100% |
| 2-3 Years | 0% | 30% | 50% | 100% |
| 3-4 Years | 0% | 40% | 75% | 100% |
| 4-5 Years | 0% | 50% | 75% | 100% |
| 5-6 Years | 0% | 50% | 75% | 100% |
| 6+ Years | 0% | 50% | 75% | 100% |

The Mauritius Commercial Bank Ltd.

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