

PREMIUM HOLIDAY COVER

Terms and Conditions

Welcome to PHC

- 1.1 These terms and conditions apply to the Premium Holiday Cover that you have chosen to take out. You are encouraged to read this document carefully.
- 1.2 Provided that you comply with these terms and conditions, and have complied with the terms and conditions of your Holiday Club purchase, and the Rules and Constitution of The Holiday Club, you will be entitled to the benefits set out below.
- 1.3 For the purposes of these terms and conditions:
 - 1.3.1 "The Holiday Club" means the Leisure Property Trust Management Association.
 - 1.3.2 "confirmed reservation" means written confirmation from The Holiday Club, or authorised agent, of your booking in terms of the reservation rules of The Holiday Club.
 - 1.3.3 "Cover" means Premium Holiday Cover, as the context dictates, and "cover" means the particular benefit;
 - 1.3.4 "event" means the happening or occurrence giving rise to the claim.
 - 1.3.5 "Points" means your Points in The Holiday Club.
 - 1.3.6 "PHC" or "we" or "us" means Premium Holiday Cover (Pty) Limited.
 - 1.3.7 "premium" means the premium payable by you in consideration for the Cover, which premium will be reviewed annually in September.
 - 1.3.8 "You" or "insured" means you (if you are the sole owner of the Points), or the oldest registered person (in the event of joint ownership of Points), or the responsible person (if the owner of the Points is a corporate, trust or partnership).

A Premium Holiday Cover

- 2.1 **"Annual Fee"** cover – this benefit is, in the event of your death, a once off cash payment of R3 000 into your Membership Fee account with The Holiday Club.
- 2.2 Annual Fee cover is subject to the following conditions:
 - 2.2.1 at the time of the event, the insured's Premium Holiday Cover premium and Membership Fee account with The Holiday Club, must have been paid up to date.
 - 2.2.2 the insured must have been under the age of 65 at the date of taking out the Cover and must have been under the age of 80 as at the date of death;
 - 2.2.3 the cause of death of the insured must not be attributable to any condition, be that physical, mental or otherwise, which was in existence at the time that you took out the Cover. Death as a result of suicide (whether sane or insane) is specifically excluded;
 - 2.2.4 the beneficiaries, or the executor, must give notice of the death of the insured to the underwriters within 90 days of the event and must timeously and correctly complete such forms and provide such documentary proof as may be required by the underwriters.
- 2.3 **"Points refund"** cover – this benefit entitles you to receive a Points' credit where you have had to cancel your holiday booking under the following circumstances:
 - 2.3.1 where your confirmed reservation was cancelled no more than one month prior to the first day of the intended occupation of the timeshare week as a direct result of the death, "serious" (see below) illness or injury of or to you or a member of your immediate family (meaning your spouse or child), rendering (for the purposes of this policy) you or the affected person incapacitated to such an extent that he/she couldn't reasonably go on holiday, then you will receive a full credit of that number of Points you used to make the confirmed reservation.
 - 2.3.2 where your occupation (you must have taken occupation personally) is cut short by more than half the number of days comprising the timeshare week and the holiday accommodation is vacated by everyone who had taken up occupation under your confirmed reservation, as a direct result of the death, serious illness or injury of or to you or a member of your immediate family, or any other person who has validly taken up occupation with your confirmed reservation, then you will receive a pro rata credit of that number of Points you used to make the confirmed reservation.
- 2.4 Points refund cover is subject to the following conditions:

- 2.4.1 the cause of death, serious illness or injury to the person who has taken occupation must not be attributable to any condition, be that physical, mental or otherwise, which was in existence at the time that you took out the cover. Death as a result of suicide (whether sane or insane) within the first year of cover is specifically excluded;
- 2.4.2 claims must be in writing and, together with appropriate proof of the event, be submitted within 40 days of cancelling the confirmed reservation or vacating the accommodation;
- 2.4.3 only confirmed reservations made in terms of The Holiday Club's reservation system qualify;
- 2.4.4 you will be given a Points' credit and not a replacement holiday;
- 2.4.5 the Points' credit must be used within 12 months of being credited;
- 2.4.6 the Points' credit may only be used if you are then current on all fees which may then be due to The Holiday Club, and the premiums on your Cover;
- 2.4.7 the person whose death, illness or injury results in the claim, must be under the age of 80 years at the time of death, illness or injury.
- 2.5 **"Act of God"** cover – where:
 - 2.5.1 you cancel the confirmed reservation prior to occupation as a direct result of a natural disaster or an "Act of God" rendering the accommodation reserved substantially incapable of occupation, then you will receive a full credit of that number of Points you used to make the confirmed reservation;
 - 2.5.2 you cut short your occupation (you must have taken occupation personally) of the accommodation reserved by more than half the number of days comprising the timeshare week and you vacate the accommodation, together with all those taking occupation under your confirmed reservation, as a direct result of an "Act of God" rendering the accommodation reserved as being substantially incapable of further occupation, then you will receive a pro rata credit of that number of Points you used to make the confirmed reservation;
- 2.6 Act of God cover is subject to the following conditions:
 - 2.6.1 you must notify us in writing immediately (the same day) of the happening of the event giving rise to the claim and we must have satisfied ourselves that the damage to the accommodation reserved substantially renders it incapable of any further occupation;
 - 2.6.2 you must allow us to provide you with reasonable alternative accommodation for the remainder of your holiday. No Points' credit will be given if you refuse to accept reasonable alternative accommodation that we may provide;
 - 2.6.3 claims must be in writing and, together with appropriate proof of the event, be submitted within 40 days of cancelling the confirmed reservation or vacating the accommodation;
 - 2.6.4 only confirmed reservations made in terms of The Holiday Club's reservation system qualify;
 - 2.6.5 this cover is of a Points' credit only and will not cover any travel, accommodation or other expenses;
 - 2.6.6 you will be given a Points' credit and not a replacement holiday;
 - 2.6.7 the Points' credit must be used within 12 months of being credited;
 - 2.6.8 the Points' credit may only be used if you are then current on all fees which may then be due to The Holiday Club, and the premiums on your Cover.
- 2.7 You are limited to one claim per benefit category per year.
- 3 Disclosures required in terms of the Financial Advisory and Intermediary Act:
 - 3.1 Premium Holiday Cover is a combined group protection scheme underwritten by Regent Life Assurance Company Limited (Regent Life in respect of life cover), a public company and a registered long term insurer with FAIS license number 18146, and Regent Insurance Company Limited (Regent Insurance in respect of holiday cover), a public company and a registered short term insurer with FAIS license number 25511, and. They may be contacted at 146 Boeing Road East, Elma Park, Edenvale, PO Box 674, Edenvale, 1610, telephone 086734368, fax 011-5742828 or www.regent.co.za. As the product supplier, Regent Insurance and Regent Life have an agreement with an intermediary (broker) through whom the product is administered. The intermediary is Royal Union Financial Services (Pty) Limited trading as Royal Union, registration number 1990/004025/07 and FAIS license number 12970. They may be contacted at PO Box 68, Kloof, 3640, telephone 0317172000, fax 031-7172701. Royal Union does not hold more than 10% of any shares in any insurance company and received less than 30% of its

income in the last 12 months from Regent. Royal Union holds professional indemnity and fidelity insurance. Royal Union Financial Services is an authorised Financial Services Provider.

- 3.2 In order to claim under your PHC cover, contact 0861773648, fax 0861329742 or email claims@premiumholidaycover.co.za. The insurer must be notified within 30 days of the claim event. If you are not satisfied with the outcome of your claim, you may write to the Premium Holiday Cover complaints department at phcinfo@premiumholidaycover.co.za or either of the above telephone or fax numbers within 180 days of the claims decision. You have final recourse to the Ombudsman for short term insurance at PO Box 32334, Braamfontein, 2017.
- 3.3 If you have a complaint about this Premium Holiday Cover policy (and NOT your Holiday Club Points), first try to resolve it with Premium Holiday Cover. If the matter cannot be resolved, you can submit a complaint in writing to the Regent complaints department at any of the addresses above, or on telephone 0861268378, fax 011-5793599 or email complaints@regent.co.za. If the matter is not resolved to your satisfaction by Regent, you may submit your complaint in writing to the Ombudsman for short term insurance at the above postal address or telephone 011-7268900, fax 011-7265501 or email info@osti.co.za.
- 3.4 If you have a problem with the way the product was sold to you, the disclosures that were made to you or the advice that was given to you by Premium Holiday Cover, you must contact them first. If you are not satisfied with the reply, you may submit your complaint in writing to the FAIS Ombud at PO Box 74571, Lynwood Ridge, 0040, or telephone 086324766, fax 012-343447 or email info@faisombud.co.za.
- 3.5 The compliance officer of Regent may be contacted at any of the above contact addresses of Regent mentioned above. In addition, the compliance officer can be contacted by email at compliance.st@regent.co.za.
- 3.6 It is very important that you are quite sure that the policy meets your needs and that you feel that you have all the information you need to make a decision. Feel free to make notes regarding verbal information and ask for written confirmation or copies of documents. You must accurately, fully and properly disclose all material facts. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf. You must not sign any incomplete or blank documents. No person may insist that you do so.
- 3.7 For terms and conditions relating to your personal information, recording of communications and changes to these terms and conditions, please view the Premium Holiday Cover website at www.premiumholidaycover.co.za.