

# PREMIUM HOLIDAY COVER

## Terms and Conditions

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- 1 These terms and conditions apply to the Premium Holiday Cover. You are encouraged to read this document carefully.
- 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.
- 3 For the purposes of these terms and conditions:
  - 3.1.1 "The Holiday Club" means the Leisure Property Trust Management Association.
  - 3.1.2 "Confirmed Reservation" means written confirmation from The Holiday Club of your booking in terms of the reservation rules of The Holiday Club.
  - 3.1.3 "Cover" means Premium Holiday Cover, as the context dictates, and "cover" means the particular benefit.
  - 3.1.4 "Event" means the happening or occurrence giving rise to the claim.
  - 3.1.5 "Points" means your Points in The Holiday Club.
  - 3.1.6 "PHC" or "we" or "us" means Premium Holiday Cover (Pty) Limited.
  - 3.1.7 "Immediate Family" means one's spouse, parents, grandparents, children, grandchildren, siblings and **immediate** in-laws (mother-in-law, father-in-law, brother-in-law and sister-in-law), adopted children and stepchildren.
  - 3.1.8 "You" means a natural person being you (if you are the sole owner of the Points), or the oldest registered person (in the event of joint ownership of Points).
  - 3.1.9 "Serious Illness" means rendering (for the purposes of this policy) you or your immediate family incapacitated to such an extent that he/she could not reasonably go on holiday.
- 4 **"Credit Finance Agreement Cover"** – this benefit entitles you that in the event of your death, the outstanding balance on your finance account will be deemed to have been settled in full.

Provided that:

  - 4.1 You are 65 years or younger as at the date of death;
  - 4.2 You were up to date with all your obligations in terms hereof;
  - 4.3 Your death was not as a result of suicide nor a medical condition pre-existing at the time of you entering into this Credit Finance Agreement; and
  - 4.4 Satisfactory proof of death is provided to the Trading Company within 60 days of the event.
- 5 **"Points and Ownership Transfer Cover"** – this benefit entitles you that in the event of your death, ownership of the Points will be transferred free of charge.

This benefit is subject to the following conditions:

  - 5.1 Claims must be in prescribed form, together with the death certificate and contact details of the executor/executrix of the deceased estate, must be submitted within 30 days of event;
  - 5.2 Transfer documents will then be sent to the executor/executrix, which will need to be submitted back to the Holiday Club for processing;
  - 5.3 Transfers will be subject to the terms and conditions of "Transfer of Ownership Form".
- 6 **"Points Refund Cover"** – this benefit entitles you to receive a Points' Refund where you have had to cancel your holiday booking under the following circumstances:
  - 6.1 Where your confirmed reservation was cancelled no more than one month prior to the first day of the intended occupation of the booking as a direct result of the death, serious illness or injury of or to you or a member of your immediate family, then you will receive a full refund of that number of Points you used to make the confirmed reservation.
  - 6.2 Where your occupation (you must have taken occupation personally) is cut short by more than half the number of days comprising the confirmed reservation 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, then you will receive a pro rata refund of that number of Points you used to make the confirmed reservation.

6.3 This benefit is subject to the following conditions:

- 6.3.1 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 prior to first receiving Premium Holiday Cover. Death as a result of suicide (whether sane or insane) within the first year of receiving the Cover is specifically excluded;
- 6.3.2 Claims must be in writing and, together with appropriate proof of the event, be submitted within 30 days of cancelling the confirmed reservation or vacating the accommodation;
- 6.3.3 Only confirmed reservations made in terms of The Holiday Club's reservation system qualify;
- 6.3.4 You will be given a Points' refund and not a replacement holiday;
- 6.3.5 The Points' refund will expire 12 months after allocation;
- 6.3.6 The Points' refund may only be used subject to The Holiday Club Terms and Conditions;
- 6.3.7 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;
- 6.3.8 You are limited to one claim per calendar year.

## 7 "Act of God Cover"

- 7.1 If you cancel the confirmed reservation prior to occupation as a direct result of a natural disaster or an "Act of God" rendering the accommodation incapable of occupation, then you will receive a full refund of that number of Points you used to make the confirmed reservation;
- 7.2 If 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 with you under your confirmed reservation, as a direct result of an "Act of God" rendering the accommodation incapable of further occupation, then you will receive a pro rata refund of that number of Points you used to make the confirmed reservation.
- 7.3 This benefit is subject to the following conditions:
  - 7.3.1 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 renders it incapable of any further occupation;
  - 7.3.2 In the event of 6.3.1 you must allow us to provide you with reasonable alternative accommodation for the remainder of your holiday. No Points' refund will be given if you refuse to accept reasonable alternative accommodation that we may provide;
  - 7.3.3 Claims must be in writing and, together with appropriate proof of the event, be submitted within 30 days of cancelling the confirmed reservation or vacating the accommodation;
  - 7.3.4 Only confirmed reservations made in terms of The Holiday Club's reservation system qualify;
  - 7.3.5 This cover is for a Points' refund only and will not include any travel, accommodation or other expenses;
  - 7.3.6 You will be given a Points' refund and not a replacement holiday;
  - 7.3.7 The Points' refunded will expire 12 months after allocation;
  - 7.3.8 The Points' refund may only be used subject to the Holiday Club Terms and Conditions;
  - 7.3.9 You are limited to one claim per calendar year.

## 8 Claims process

8.1 Complete and submit the Claims Form :

The Online Form via: <https://www.theholidayclub.co.za/static/thc/docs/phc-claim-form-online.pdf>

PDF Form via: <https://www.theholidayclub.co.za/static/thc/docs/phc-claim-form-print.pdf>

Our contact details are:

Tel 0861 773 648 (SA only) or +27 39 688 5250

Fax 0861 329 842 (SA only) or +27 39 688 5005

Email [phc@theholidayclub.co.za](mailto:phc@theholidayclub.co.za)

8.2 The insurer must be notified within 30 days of the claim event.

Insurer: African Unity Life Limited

Administrator: African Unity Health (Pty) Ltd