



Personal Accident Insurance Policy 2017/2018

Diamond and 4Star Baskets

CareCard Care4all Members

POLICY SCHEDULE

Policy Number	5000/56135	
Insured	CareCard PMB (Pty) Ltd	
Business	Network Marketing - funeral and accident	
Period of Insurance	From :	01 March 2017
	To :	28 February 2018
Renewal Date	01 March 2018	
Annual Premium	Declaration Basis	
Broker	PSG Konsult Potchefstroom	
Broker VAT Number	4230182216	
Insurer	Santam Limited (Company No: 1918/001680/06)	

Following subject to

1. No change in claims/circumstances from date of original enquiry to date bound.
2. Accumulation Limit: R100 000 000 per event
3. Limit any one Life: R20 000 000 inclusive of Extension's Limit
4. Premiums/rates are quoted inclusive of VAT at 14%
5. Standard SHA Personal Accident policy wording applies

Schedule of Circumstances and Compensation		
Category A - 4Star Basket Student Junior		
Junior Learners (Ages 3 – 13 years)		
Circumstances	Compensation	Deductible
Death (Accident)	R25 000	Not applicable
Permanent Disability (Accident)	Such % of R25 000 as is specified for the particular disability.	Not applicable
Medical Expenses (Accident)	R25 000 per Insured Person	R500 each and every claim
Basis Of Cover	24 hour, 7 day a week basis applies.	

Schedule of Circumstances and Compensation		
Category B - 4Star Basket Student Senior		
Senior Learners (Ages 14 years – Students (being full tie studies at a recognized Tertiary Educational Institution))		
Circumstances	Compensation	Deductible
Death (Accident)	R25 000	Not applicable
Permanent Disability (Accident)	Such % of R50 000 as is specified for the particular disability.	Not applicable
Medical Expenses (Accident)	R50 000 per Insured Person	R500 each and every claim
Basis Of Cover	24 hour, 7 day a week basis applies.	

Schedule of Circumstances and Compensation		
Category C - 4Star Basket Adult		
Adults (Ages 18 - 80 years)		
Circumstances	Compensation	Deductible
Death (Accident)	R100 000	Not applicable
Permanent Disability (Accident)	Such % of R100 000 as is specified for the particular disability.	Not applicable
Medical Expenses (Accident)	R50 000 per Insured Person	R500 each and every claim
Basis Of Cover	24 hour, 7 day a week basis applies.	

Schedule of Circumstances and Compensation		
Category D – Diamond Basket Junior		
Junior Learners (Ages 3 – 13 years)		
Circumstances	Compensation	Deductible
Death (Accident)	R25 000	Not applicable
Permanent Disability (Accident)	Such % of R25 000 as is specified for the particular disability.	Not applicable
Medical Expenses (Accident)	R25 000 per Insured Person	R500 each and every claim
Basis Of Cover	During School hours and whilst participating in activities on behalf of the school only, Worldwide	

Schedule of Circumstances and Compensation		
Category E – Diamond Basket Senior		
Senior Learners (Ages 14 years – Students (being full time studies at a recognized Tertiary Educational Institution))		
Circumstances	Compensation	Deductible
Death (Accident)	R25 000	Not applicable
Permanent Disability (Accident)	Such % of R50 000 as is specified for the particular disability.	Not applicable
Medical Expenses (Accident)	R50 000 per Insured Person	R500 each and every claim
Basis Of Cover	During School hours and whilst participating in activities on behalf of the school only, Worldwide	

Schedule of automatic extensions	Benefit
Abduction/Hi-jacking/Kidnapping	Maximum R 1 000 000
Accident Expert	Assistance Service (COVID, RAF claims) and R7500 guaranteed hospital admission for COVID accidents
Active Military Service	Max R 500 000 per person
Additional Death Benefit	R 15 000
Alcohol Related Motor Vehicle Accidents	A maximum of 20% of the Sum Insured, subject to a maximum of R 500,000 per individual Insured
Childcare	R 300 per day - annual limit R 10 000
Claims Preparation Costs	R 50 000
Crime	10% up to a maximum of R 100 000
Disappearance	Death Benefit
Emergency Transportation/Search & Rescue Costs	R 250 000
Family/Domestic Workers Medical Expenses	R 50 000 (Excess R250)
Flying Risks	Policy limit subject to a maximum of R 500,000
HIV Assist Including ARV's	Actual Cost
HIV Lump Sum Benefit	R 1 000 000
Hospital Confinement	R 2 000 per day up to a maximum of 14 days – 72 hour excess applies
Life Support	3 consecutive days
Life Support Equipment	R 100 000
Mobility	R 250 000
Passive War (Excl. war between major powers)	Full Benefits
Quadriplegia	25 % to a maximum of R1 000 000
Rehabilitation	R 150 000
Repatriation	R 250,000
Seat Belt (Death & PTSD)	10% up to a maximum of R 100 000
Temporary Drivers	R 2 000 per week - annual limit R 10 000
Trauma Counselling	R 1 000 per visit - annual limit R 25 000

INSURING CLAUSE

The Insurers will pay to the Insured, on behalf of the Insured Person or his estate, the compensation stated in the Schedule of Circumstances and Compensation if, during the Period of Insurance, any Insured Person sustains Accidental Bodily Injury, at an identifiable time and place, which injury shall directly and independently of all other causes result, within twenty-four calendar months, in Death, Disability or in Medical Expenses being incurred as specified in the Schedule of Circumstances and Compensation.

PERMANENT DISABILITY SCHEDULE

DEFINITIONS		Compensation
Permanent Disability shall mean		
a)	loss by physical separation at or above the wrist or ankle of one or more limbs	100%
b)	permanent and total loss of	
	whole eye	100%
	sight of eye	
	sight of eye except perception of light	
c)	permanent and total loss of hearing	
	both ears	100%
	one ear	25%
d)	permanent and total loss of speech	100%
e)	injuries resulting in permanent total disability from following usual occupation and any other equivalent occupation for which the Insured Person is fitted by education, knowledge or training	100%
f)	loss of four fingers	70%
g)	loss of thumb	
	both phalanges	30%
	one phalanx	15%
h)	loss of finger	
	three phalanges	15%
	two phalanges	10%
	one phalanx	5%
i)	loss of metacarpals	
	first or second (each metacarpal)	3%
	third, fourth or fifth (each metacarpal)	2%
j)	loss of toes:	
	all on one foot	30%
	great, both phalanges	10%
	great, one phalanx	5%
	other than great, if more than one toe lost, each	5%

k)	permanent disfigurement of:	
	the head and neck, provided the total area affected exceeds 20% of the total area of the head and neck	A percentage of 100% compensation in direct proportion to the area affected
	the hands, provided the total area affected exceeds 20% of the total area of the hands	A percentage of 100% compensation in direct proportion to the area affected
	all other areas of the body, provided that the total area affected exceeds 5% of the total area of the body	A percentage of 100% compensation in direct proportion to the area affected

MEMORANDA

1. Where the injury is not specified, the Insurers will pay such sum which is not inconsistent with the above provisions.
2. Permanent total loss of use of part of the body shall be treated as loss by physical separation of such part.
3. 100% shall be the maximum percentage of compensation payable for Permanent Disability for any one Insured Person in respect of each and every claim.
4. If a claim for loss of part of the body is payable under Definitions (a) to (j), or if the percentage of compensation due under (k) is greater than the percentage of compensation payable under (a) to (j), compensation under Definition (k) shall not be payable in respect of the same part of the body.

DEFINITIONS

For purposes of this Policy the following words and phrases shall have the meaning as assigned to them hereunder.

Accident/Accidental shall mean any sudden, unexpected, unusual, specific, visible, violent and fortuitous event that occurs at an identifiable time and place which directly and independently of any other cause results in Bodily Injury as defined. Accident/Accidental shall also mean "Detention" as herein defined.

Acquired Immune Deficiency Syndrome or **AIDS** shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a sero-positive test for HIV.

An Act of Terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

Act of Violence shall mean an assault, robbery, rape, kidnapping or armed car hijack

Annual Earnings shall mean the annual rate of wage, salary, fixed annual bonus and cost of living allowance being paid or allowed by the Insured to the Insured Person at the time of Accidental Bodily Injury, plus overtime, house rents, food allowances, commissions and other considerations of constant character earned by the Insured Person from his employment with the Insured or allowed by the Insured to the Insured Person, during the 12 months immediately preceding the date of Accidental Bodily Injury. If the Insured Person has not been in the continuous employ of the Insured for 12 calendar months, the amount to be added for overtime, house rents, food

allowances, commissions and other considerations of constant character shall be the average monthly amount earned during the period of employment times 12.

Average Weekly Earnings shall mean one fifty-second part of Annual Earnings.

Bodily Injury shall mean bodily injury caused by an Accident and shall include bodily injury attributable to or caused by starvation, thirst and exposure to the elements as a result of an Accidental occurrence.

Deductible shall mean the amount stated in the Schedule of Circumstances and Compensation which must be borne by the Insured for his own account when an Accident occurs.

Detention shall mean the detention under duress of an Insured Person other than for reasons of

- a) engaging (or being alleged that Insured Person is engaging) in any political activity against the de jure or de facto Government of the country where Detention occurs.
- b) failure to possess requisite visas, work permits or associated documents.
- c) criminal activity (or any allegation thereof)
- d) debt, insolvency, commercial failure, failure to provide bond or security or other financial loss.

Event means all Accidental Bodily Injury sustained by any or all Insured Persons directly occasioned by one specific common cause, such common cause having both a duration not exceeding 72 hours and a geographic radius not exceeding 100 kilometres.

Gainfully Employed shall mean the Insured Person is at the time of the Accident employed in a legally recognisable and acceptable occupation for reward. This does not include house wives or Dependent Children

Immediate family shall mean:

- Spouse which shall include a common law partner
- the Insured Person's dependent children who are not in full-time employment and who are between the ages of 3 years and 19 years (or under the age of 25 years provided they are in full-time education), unmarried, not pregnant, without children and primarily dependent on the Insured Person for maintenance and support

Hospital means a legally constituted establishment operated pursuant to Regulations in terms of the National Health Act and having facilities for the admission, confinement and treatment of patients under supervision of qualified medical practitioners for periods in excess of 72 hours. For the sake of clarity the term Hospital shall neither include institutions commonly referred to as "health-hydro's", "day-clinics", "nature cure clinics", "rehabilitation clinics", "hospices", "nursing homes", "frail-care centres", "convalescent homes" and the like, nor mental institutions or institutions for the treatment of psychiatric diseases.

Medical Expenses shall mean all costs and expenses not recoverable from any other source necessarily incurred, within 24 months of the date of the Accident, for artificial aids, prostheses, medical, surgical, dental, optical, nursing home or hospital treatment and supplies as a result of Accidental Bodily Injury.

Traumatic Event shall mean an Accidental experience that causes physical, emotional or psychological distress or harm.

PROVISOS

It is declared and agreed that

1. the Insurers will not be liable to pay for Death or Disability for one Insured Person in respect of each and every claim, more than the compensation payable for Death or Permanent Disability (whichever is the higher) plus any compensation payable for Temporary Total Disability, Temporary Partial Disability, Medical Expenses, Additional Death Benefit and in respect of any Extensions which are applicable
2. the compensation specified for Temporary Total Disability and Temporary Partial Disability in respect of each and every claim shall together be payable for not more than the number of weeks stated in the Schedule of Circumstances and Compensation and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that Permanent Disability may remain. Provided that Insurers will not be liable for any compensation for such Temporary Total Disability or Temporary Partial Disability during the Time Exclusion as stated in the Schedule of Circumstances and Compensation
3. any payment by Insurers for Medical Expenses for any one Insured Person in respect of each and every claim shall be in excess of and not be reduced by the amount of the Deductible stated in the Schedule of Circumstances and Compensation
4. unless otherwise provided for herein, this Policy shall not apply to any Insured Person before he attains 15 years of age or after the expiry of the Period of Insurance in which he attains 80 years of age
5. any compensation payable by the Insurers for any period of Temporary Total Disability, Temporary Partial Disability or Medical Expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of the Insured Person under any occupational injury compensation enactment for Temporary Total Disability for the same or a lesser period or in respect of Medical Expenses.
6. after suffering Accidental Bodily Injury for which compensation may be payable under this Policy, the Insured Person shall, when reasonably required by the Insurers so to do, submit to medical examination and undergo any treatment specified. The Insurers will not be liable to make any payment unless this Proviso is complied with to their satisfaction
7. payments on account may be made to the Insured, if required, at the discretion of Insurers
8. notwithstanding that sums insured, first loss amounts, indemnity or compensation limits, by whatever name such are referred to in this Policy (henceforth "Policy Limits") are expressed on a VAT exclusive basis, the Insurers agree that they will indemnify the Insured for any VAT obligation the Insured may incur, arising out of any claims settlement made hereunder
9. any first amount payable, deductible or aggregate deductible will be applied to any claims settlement prior to the indemnification of the Insured for the VAT obligation referred to in Proviso 8 above.
10. Where amounts recoverable from the Insurers are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Insurers discretion on receipt by the Insurers of certification by a medical doctor appointed by the Insurers.

EXCEPTIONS

The Insurers will not be liable to pay any claim under this Policy in respect of any Insured Person

1. while engaging in flying as pilot or member of the aircrew. This exception does not apply to Insured Persons engaging in ballooning, hang-gliding, paragliding and parachuting, provided that such activities are solely for social and/or pleasure purposes and not of a competitive nature or for reward
2. caused by the Insured Person's suicide or intentional self-injury
3. caused solely by an existing physical defect or other infirmity of the Insured Person
4. as a result of the influence of drugs or narcotics upon the Insured Person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself)
5. for Bodily Injury to the Insured Person arising whilst the Insured Person is driving or operating any motorised or mechanically operated vehicle under the influence of alcohol. For the purposes of this exception the term "under the influence of alcohol" means having a Blood Alcohol level Concentration greater than the statutory limit at the time of the Accident

6. caused by the Insured Person's participation in any riot or civil commotion
7. as a result of the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured Person's own criminal act
8. while participating in sport as a professional player.
9. directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.
10. for venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired or may be named.
11. for any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations, other than those caused by Accident as defined in this Policy
12. Insurers will not indemnify and Insurers will not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the edicts, recorded principles, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

AUTOMATIC EXTENSIONS

1. Abduction, Hi-jacking or Kidnapping

If there is an unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or if the Insured Person is abducted or kidnapped, the cover in terms of this Policy shall continue in force for the duration of such an occurrence, or 12 months from the date of such occurrence, whichever is the lesser period.

If Temporary Total Disability is insured, the Insurers will regard the hi-jacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability, provided that

- 1.1 the Insurers' liability is limited to the period of abduction, hi-jacking or kidnapping or eight weeks, whichever is the lesser
- 1.2 no compensation shall be payable if any member of the Insured Person's immediate family is involved in the hi-jacking, abduction or kidnapping as a principal or accessory.

2. Accident Expert

The Insured will have access to assistance with all claims management and handling in respect of the following by contacting 0860 103 8065 or support@accidentexpert.co.za

Road Accident Fund Act (RAF) Assistance

The Insured will be assisted with:

- Legal representation
- Administration and claims management
- Required medico-legal reports
- Required loss of support reports
- Required actuarial reports for loss of earnings
- Accident Reconstruction

In the event of the Insured/Insured Person having a valid claim in terms of the RAF Act. Accident Expert does not guarantee performance by the RAF

3. Active Military Service

The cover provided by this Policy is extended to apply while an Insured Person is on active military service, acting for and on behalf of the Republic of South Africa, provided that the Insurers' liability in respect of this extension is limited to R500 000 any one Insured Person and R1 500 000 any one Event

4. Additional Death Benefit

The amount shown in the Schedule of Automatic Extensions shall be payable if an Insured Person dies as a result of Accidental Bodily Injury.

5. Childcare

If there is Accidental Bodily Injury to

- 5.1 an Insured Person's child resulting in disability which requires regular care and attendance
- 5.2 an Insured Person or his spouse resulting in disability which prevents care being given to the child

Insurers will pay to the Insured Person the amount stated in the Schedule of Automatic Extensions during the period of such disability, provided that Insurers will

- (a) not be liable for the first seven days of each and every claim
- (b) only be liable for a period not longer than 28 days in respect of each and every claim
- (c) only be liable for the maximum amount stated in the Schedule of Circumstances and Compensation for any one Period of Insurance, irrespective of the number of children the Insured Person has
- (d) not be liable for any claim in respect of a child who is more than 16 years of age, unless suffering from a physical or mental handicap.
- (e) only be liable if continuous treatment and attendance by a qualified, registered medical practitioner is necessary for the condition rendering the child or parent(s) disabled
- (f) only be liable if the child is permanently resident with the Insured Person

6. Claims Preparation Costs

The insurance by this Policy extends to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the Insurers to substantiate a claim, provided that the liability of the Insurers for such costs for any one Insured Person in respect of each and every claim shall not exceed the amount stated in the Schedule of Automatic Extensions.

7. Crime

If there is a valid claim for Death or Permanent Disability (where the percentage of compensation is 100), as a result of Crime, the Insurers will pay an additional 10% of the compensation payable for such Death or Permanent Total Disability, provided that:

- 7.1 crime, as used in this extension, shall mean any actual or attempted hijack, criminal assault, rape, murder, kidnapping, armed robbery or arson reported to the police and given a case number
- 7.2 the maximum amount payable by Insurers for any one occurrence will not exceed the amount stated in the Schedule of Automatic Extensions

8. Disappearance

If any Insured Person disappears in circumstances which satisfy the Insurers that he has sustained injury to which this Policy applies and that such injury has resulted in the death of the Insured Person, the Insurers will, for the purposes of this Insurance, presume his death, provided that if, after the Insurers will have made payment hereunder in respect of the Insured Person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Insurers, subject to the Insured being able to recover such payment from the person(s) to whom it was paid.

9. Emergency Transportation/Rescue Costs

The Insurers will reimburse costs and expenses necessarily incurred for:

- 9.1) emergency transportation
- 9.2) search and rescue, including freeing and bringing an Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person, provided that

- (a) Insurers will not be liable if an Insured Person is found in circumstances which are unlikely to result in Accidental Bodily Injury
- (b) the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Automatic Extensions for any one Insured Person

10. Family / Domestic Workers Medical Expenses

If there is Accidental Bodily Injury to any spouse, dependent children or domestic helper of an Insured Person (referred to in this extension as such person) as a result of a motor vehicle Accident while such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by the Insured, Insurers will pay any consequent Medical Expenses incurred by such person, provided that

- 10.1 the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Automatic Extensions for any one Insured Person
- 10.2 Insurers will not be liable for the first R250 of each and every claim
- 10.3 Insurers will only be liable for any amounts in excess of amounts paid or payable under any other policy of insurance or under any medical aid scheme
- 10.4 if the Business Hours Limitation is applicable, this extension does not apply.

11. Flying Risks

Exception 1 is waived to include cover for an Insured Person who engages in single engine aircraft exposure for leisure and non reward purposes, subject to a maximum benefit of R500 000

12. HIV/AIDS Accidental Exposure

If an Insured Person is accidentally exposed to HIV/AIDS the following assistance will be provided:

- 24-hour emergency assistance helpline, which will arrange for the necessary help the Insured Person may require where Trauma and/or HIV infection may be the result of an Assault
- Instant access to medical professionals
- diagnostic and access to hospital care to manage the consequences

Specific Conditions

- Cover is provided within the borders of South Africa only
- All incidents must be reported to **0861 HIV CARE (448 2273)** within 48 hours

Anti Retroviral Virus (ARV) Assist

If an Insured Person is accidentally exposed and all procedures are followed under this Extension, the Insured Person will have access to:

- Instant access to medical professionals and treatment for any accidental exposure to HIV
- Treatment, diagnostic and access to hospital care to manage the consequences
- If an Insured Person is accidentally exposed and situated in a remote environment, the following will be taken to the insured Person:
 - A 7-day course of STI medication
 - A 'morning-after pill' to prevent pregnancy

Lump Sum Benefit

Where an Insured Person has followed all procedures under Extension 12 and has received their ARV treatment, but is still diagnosed as HIV positive as a direct result of the Accidental exposure, the Insurer will pay a lump sum benefit per incident as stated in the Schedule of Benefits

13. Hospital Confinement

If, during the period of insurance, an Insured Person is admitted to Hospital as an in-patient as a result of Accidental Bodily Injury, Insurers will pay the compensation shown in the Schedule.

Compensation

The daily lump sum stated in the Schedule of Automatic Extensions for a period of hospitalisation not longer than 14 days.

Specific Conditions

Insurers will not be liable for the first 72 hours of each and every period of hospitalisation.

14. Life Support

Notwithstanding anything contained in the Insuring Clause of this Policy, the twenty-four month period stated therein shall not include any period or periods where the death of the Insured Person is delayed solely by the use, for a period or periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

15. Life Support Equipment

The Insurers will pay reasonable costs and expenses, incurred as a result of Accidental Bodily Injury, in respect of hire costs for life support machinery, equipment or apparatus, provided that the Insurers' liability is limited to the amount stated in the Schedule of Automatic Extensions for any one Insured Person for each and every claim.

16. Mobility

When the Insurers have admitted a claim for Permanent Disability, if as a direct result of that disability the Insured Person is permanently dependent on a wheelchair for mobility, the Insurers will, in addition to any amount payable for Permanent Disability, pay for

16.1 a wheelchair

16.2 the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair

16.3 the modification of the controls to the Insured Person's motor vehicle

16.4 prosthetic limbs or parts thereof but excluding any limbs or parts replacing the original devices provided that the liability of the Insurers for such costs in respect of each and every claim shall not exceed the amount stated in the Schedule of Automatic Extensions for any one Insured Person.

17. Passive War

This policy extends to include cover in respect of Accidental Death or Permanent Disability of an Insured Person arising from acts of "terrorism" as defined in the Defence Act, 1957: provided that the Insurers will not be liable to pay compensation for death or disablement arising from:

- a) the performance by such person of obligations in terms of the Defence Act, 1957 or the South African Police Services Act, 1955 at a place from which military or police actions are carried out, or
- b) consequent upon such person's engagement in military or police actions against an enemy of the republic, combating "terrorism" as defined in the Defence Act or "operations in defence of the Republic of South Africa" as defined in the Defence Act, 1957.

18. Rehabilitation

If an Insured Person is permanently disabled to the extent that he is unable to follow his usual business or occupation but can be retrained to carry out another business or occupation, Insurers will, in addition to any Permanent Disability benefit agreed, pay the retraining costs, plus any costs incurred in adjusting the Insured Person's workplace, provided that the maximum amount payable by Insurers will not exceed the amount stated in the Schedule of Automatic Extensions for any one Insured Person.

19. Repatriation

If there is a valid claim for death or serious Accidental Bodily Injury, the Insurers will also pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person (or the body of the Insured Person in the event of his Death) to his normal place of residence, provided that:

19.1 the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Automatic Extensions for any one Insured Person

20. **Seatbelt**

If there is a valid claim for Death or Permanent Disability (where the percentage of compensation is 100), as a result of an Accident involving a Private Motor Vehicle in which the Insured Person is an occupant, the Insurers will pay an additional 10% of the compensation payable for such Death or Permanent Total Disability, provided that :

- 21.1 the Insured Person is wearing a properly fastened, original, factory installed seatbelt at the time of the Accident
- 21.2 verification of the actual use of the seat belt at the time of the Accident is included in an official report of the Accident or is certified in writing by the investigating police officer(s)
- 21.3 Private Motor Vehicle, as used in this extension, shall mean a self-propelled private motor car with 4 or more wheels, which is of a type both designed and required to be licensed . "Private Motor Vehicle" includes but is not limited to a sedan, station wagon or jeep-type vehicle, designed to seat not more than 9 persons, including the driver but does not include a mobile home or any motor vehicle which is used in mass or public transit.
- 21.4 the maximum amount payable by Insurers will be limited to the amount stated in the Schedule of Automatic Extensions for all of the occupants of any one Private Motor Vehicle

21. **Temporary Drivers**

If, as a result of Accidental Bodily Injury, the Insured Person is unable to drive to and from his normal place of employment and he is otherwise able to continue his usual business or occupation, the Insurers will pay the costs of employing a temporary driver, provided that

- 21.1 such costs will not be payable in addition to any amount payable for Temporary Total Disability
- 21.2 such costs will be limited to the amount stated in the Schedule of Automatic Extensions for each and every claim
- 21.3 this extension will only apply if the Insured Person, prior to the Accident, customarily drove a vehicle to and from work.

22. **Trauma Counselling**

If an Insured Person is subjected to an Act of Violence or a Traumatic Event, Insurers will reimburse such person for counselling fees actually incurred by such person as a result of the Act of Violence or Traumatic Event, provided that

- 22.1 the maximum amount payable by Insurers will be limited to the amount stated in the Schedule of Automatic Extensions for each and every claim
- 22.2 for the purposes of this extension only, Insured Person shall include immediate family members of such Insured Person
- 22.3 the Act of Violence has been reported to the police and a case number obtained.

This extension also covers any Insured Person who witnesses such an Act of Violence or Traumatic Event, provided that it arises in the course of the Insured Person's employment with the Insured.

RESTRICTED COVER (if stated in the Schedule of Circumstances and Compensation to be applicable)

- 1. **Business Hours Limitation** This Policy applies only in respect of Accidental Bodily Injury to the Insured Person arising from and in the course of his employment with the Insured
- 2. **Business Hours Plus Commuting Limitation** This Policy applies only in respect of Accidental Bodily Injury to the Insured Person arising from and in the course of his employment with the Insured including travelling to and from work in a direct and timeous manner

Limit Any Person/Limit Any Event

The Insurers' liability in respect of

- 1.1 Death and Permanent Disability is limited to the amount stated in the Schedule any one Insured Person in respect of each and every claim
- 1.2 Any one Event is limited to the amount stated in the Schedule in respect of each and every claim.

CONDITIONS

1. **Interpretation** - This Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. **Jurisdiction** - This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.
3. **Misrepresentation, Misdescription or Non- Disclosure** - This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured in any particular which is material to this insurance.
4. **Prevention of Loss** - The Insured shall take all reasonable steps and precautions to prevent Accidents or losses.
5. **Claims** - On the happening of any occurrence which may result in a claim under this Policy, the Insured shall give notice thereof as soon as possible (and in each case within 180 days of injury) to the Insurers. The Insured shall also send full particulars of the claim and such information and documentation as is required by Insurers.
6. **Prescription** - If the Insurers disclaim liability in respect of any claim and an action or suit is not commenced within twelve months after such disclaimer, all benefit under this Policy in respect of such claim shall be forfeited.
7. **Fraud** - If the Insured shall make any claim knowing it to be false or fraudulent, the benefit afforded by this Policy in respect of any such claim shall be forfeited.
8. **Cancellation** - This Policy may be cancelled at any time by the Insurers giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. From date of cancellation, the Insured shall be entitled to refund premium pro rata for the unexpired Period of Insurance, subject to Condition 9.
9. **Premium Adjustment** - If the premium for this Policy has been calculated on any estimated figures, the Insured shall, after the expiry of each Period of Insurance, furnish the Insurers with such particulars and information as the Insurers require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the Insured as the case may be.
10. **Non-Assignment** - This policy is not assignable without the written consent of Insurers. Compensation shall be payable only to the Insured, or the Insured's legal representative, whose receipt shall discharge the Insurers.
11. **Premium Payment** - The cover provided under this policy is conditional upon and will only come into effect following payment of the premium by the Insured and/or Insured Person and the receipt thereof by or on behalf of the Insurers.
12. **Medical Examination** - After incurring Bodily Injury for which Compensation may be payable under this Policy, the Insured Person shall, when reasonably required by the Insurers so to do, submit to medical examination and undergo any treatment specified. The Insurers will not be liable to make any payment unless this Condition is complied with to their satisfaction.
13. **Change of Business/Occupation** - The Insured shall give notice to the Insurers within a reasonable time of any material change in the Business or an Insured Person's occupation and shall pay any additional premium required by the Insurers in consequence thereof.
14. **Furnishing of information** - All certificates, information and evidence required by the Insurers will be furnished in the form prescribed and without expense to the Insurers. The Insured Person shall submit to medical examination on behalf of and at the expense of the Insurers as often as shall be required in connection with any claim.

- 15. Medical Advice** - Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury and the Insurers will not be liable for any part of any claim which in the opinion of this medical adviser arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.
- 16. Arbitration** - If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for the Insurers to make any payment under this Policy.
- 17. Existing Condition** - If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.