

Domestic Employees Compensation Plan, Including Domestic Employer Legal Helpline and Settlement cover

POLICY DOCUMENT

INSURER

The Domestic Employees Compensation Plan is underwritten by Mutual & Federal Risk Financing Limited (Reg. No: 1966/10741/06) and administered by RSI Risk Solutions International (Pty) Limited (Reg. No: 1991/07265/07).

POLICYHOLDER

The employer with whom the insured person has entered into a contract of employment, whether written or verbal, as a domestic employee.

DURATION OF COVER

The cover remains in force for as long as the insured person remains in the policyholder's service, subject to the payment of the premium in terms of the policy.

EXCLUSIONS

There will be no payments made if the accidental injury or death was due to intentional self-injury. Cover does not extend to the insured person's spouse howsoever married, or children or other dependants.

TERMINATION OF COVER

Cover terminates when the contract of employment between the insured person and the policyholder is terminated by either party irrespective of the reason for the termination. Cover will also terminate on non-payment of the premium in terms of the Policy.

INSURED PERSONS

Full-time, part-time or casual domestic employees including housemaids, gardeners, chauffeurs, child-minders and the like, who have entered into a contract of employment, whether written or verbal, with the policyholder.

INSURED RISK

Accidental injury or death arising out of and in the course of employment while on duty in the policyholders' service as a domestic employee or while on the premises of the policyholder, sustained directly as a result of violent, accidental, external and visible means if such injury shall be the sole and direct cause of death and disablement within 24 months of the accident.

BENEFITS

Accidents resulting in:	Benefit:
1. Death	R15 000.00.
2. Permanent Disablement	The percentage of R15 000.00 (maximum benefit) in accordance with the table of permanent disablement.
3. Medical Expenses	An amount of R100.00 for each day, which is defined as a 24-hour period, encompassing midnight spent in hospital, to a maximum of 130 days per annum. An amount of R2 000 for out-of-hospital medical expenses. A deductible of R100.00 will apply to each claim.
4. Emergency Medical Transportation	All reasonable costs (up to R500.00) for an ambulance to transport the injured domestic employee to the closest hospital/emergency medical facility in the case of an emergency, following the accident.

GENERAL CONDITIONS

1. Claims Procedure and Requirements

1.1 If an event giving rise to or likely to give rise to a claim comes to the policyholder's knowledge the policyholder must notify the insurer within 30 days and as soon as possible give the insurer.

1.1.2 written details of the event.

1.1.3 such proofs, information and sworn declarations the insurer may require from time to time.

1.2 If the insurer repudiates liability for any claim made under this policy the insurer will be relieved of liability unless summons is served on the insurer within 90 days of repudiation.

Should a repudiated claim be referred to the Ombudsman during the initial 90 day period, then the period while the matter is under consideration at the Ombudsman, is not taken into account in calculating the remainder of the 90 day representation period.

2. Cancellation

The cancellation conditions of the policy to which this policy is attached will prevail.

3. Jurisdiction

This policy is subject to the jurisdiction of the courts of the Republic of South Africa.

4. Exclusions

The insurer will not be liable for

4.1 any claim which is in any respect fraudulent.

4.2 loss, damage or bodily injury deliberately caused by the insured person or any person acting in collusion with the insured person, consequential loss or damage except as specifically provided.

HOW TO CLAIM

Telephone RSI on 0861 100 118 to report the claim telephonically and obtain a claim form.

The following documents are required

1. Completed claim form (front & back).
2. Certified copy of the insured person's identity document.
3. Certified copy of the policyholder's identity document.
4. Copy of the contract of employment or affidavit proving that the insured person was employed by the policyholder at the time the claim arose.
5. Medical reports, in the event of injury.
6. Medical invoices for medical treatment related to incident.
7. Certified death certificate in the event of death.

All documentation, including invoices for medical treatment, where applicable, must be sent to RSI, at:
P.O. Box 1181, Ruimsig, 1732

Or hand deliver to

RSI, Block D, Ruimsig Country Office Park, 129 Hole in One Avenue, Ruimsig North, Mogale City, Gauteng

OUR COMPLIANCE OFFICER IS:

The Compliance Officer,
RSI Risk Solutions International (Pty) Ltd,
PO Box 1181, Ruimsig, 1732
E-mail: compliance@risksolutions.co.za
Tel: 0861 000 774 Fax: 0861 001 977

If you have any complaints about the availability or adequacy of information provided herein, kindly bring it to the attention of our compliance officer.

Total permanent loss of the use of a limb as a result of an insured event shall be treated as the loss of the limb.

Any injury as a result of an insured event to the left arm or hand and, in the case of the left handed insured person, to the right arm or hand, may in the discretion of the insurer be rated at 90 % (ninety percent) of the percentage indicated in the table.

If there are two or more injuries the sum of the percentages may be increased in the insurer's discretion, but not beyond 100 % of the maximum stated benefit of R15 000.00.

TABLE OF PERMANENT DISABLEMENT

INJURY	%	INJURY	%
Loss of two limbs	100	Loss of ring finger – one phalanx	3
Loss of both hands, or all fingers and both thumbs	100	Loss of little finger – three phalanges	4
Total loss of sight	100	Loss of little finger – two phalanges	3
Total paralysis	100	Loss of little finger one phalanx	2
Injuries resulting in employee permanently bedridden	100	Loss of metacarpals – first, second or third Additional	4
Any other injury causing permanent total disablement	100	Loss of metacarpals – fourth or fifth Additional	2
Loss of arm at shoulder	65	Loss of leg at hip	70
Loss of arm between elbow and shoulder	65	Loss of leg above knee	70
Loss of arm at elbow	55	Loss of leg below knee	45
Loss of arm between wrist and elbow	55	Loss of toes – all	15
Loss of hand at wrist	50	Loss of toes – big, both phalanges	7
Loss of four fingers and thumb of one hand	50	Loss of toes – big, one phalanx	3
Loss of four fingers	40	Loss of all toes other than big toes	7
Loss of thumb – both phalanges	25	Loss of four toes	5
Loss of thumb – one phalanx	15	Loss of three toes	5
Loss of index finger – three phalanges	10	Loss of two toes	3
Loss of index finger – two phalanges	8	Loss of one toe	1
Loss of index finger – one phalanx	5	Loss of eye – whole	30
Loss of middle finger – three phalanges	8	Loss of eye – sight	30
Loss of middle finger – two phalanges	6	Loss of eye – loss of sight except perception of light	30
Loss of middle finger – one phalanx	4	Loss of hearing – both ears	50
Loss of ring finger – three phalanges	6	Loss of hearing – one ear	7
Loss of ring finger – two phalanges	5		

The Domestic Employer Legal Helpline and Settlement Cover

1. LEGAL HELPLINE AND ASSISTANCE – 0861 100 118

- 1.1 Telephonic legal and industrial relations advice during office hours.
- 1.2 30-minute free consultation at the office of an appointed attorney anywhere in South Africa.
- 1.3 Legal assistance with negotiations and conciliation disputes.
- 1.4 Professional assistance at the CCMA (Commission for Conciliation, Mediation and Arbitration) as and when allowed.
- 1.5 Legal assistance at arbitration proceedings at the labour court.
- 1.6 Advice regarding and evaluation of contracts of employment to ensure compliance with the Basic Conditions of Employment Bill (Act no. 75 of 1997 as amended).

2. SETTLEMENT COVER

2.1 **Indemnity**

Should the policyholder become legally liable to pay compensation as result of an award or settlement made against the policyholder by the CCMA on behalf of the policyholder's domestic worker resulting from a dispute occurring during the period of insurance, the insurer will

- 2.1.1 indemnify the policyholder up to R10 000 for any one award or settlement or series of awards or settlements arising out of one event.

2.2 **Conditions**

- 2.2.1 If an event giving rise to or likely to give rise to a claim comes to the policyholder's knowledge, the policyholder must notify the Domestic Employer Legal Helpline on 0861 100 118 or at P.O. Box 1181, Ruimsig, 1732, within 30 days.
- 2.2.2 If the insurer repudiates liability for any claim made under the policy, the insurer will be relieved of liability unless summons is served on the underwriter within 90 days of repudiation. Should a repudiated claim be referred to the Ombudsman during the initial 90 day period, then the period while the matter is under consideration at the Ombudsman, is not taken into account in calculating the remainder of the 90 day representation period.
- 2.2.3 The policyholder must contact the Domestic Employer Legal Helpline to determine what procedures must be followed in the event of a possible claim.
- 2.2.4 There must have been a legally valid contract of employment between the policyholder and the domestic employee at the time of the event giving rise to a claim.
- 2.2.5 The contract must be a Domestic Employer Legal Helpline approved contract or it must strictly conform with the requirements of the Basic Conditions of Employment Bill (Act no. 75 of 1997 as amended).