



## **PERSONAL ACCIDENT INSURANCE POLICY**

### **Premium Payment**

The Policyholder and the Insurer(s) agree that the Policyholder is liable to pay the Premium as follows:

1. This Policy is issued in consideration of the payment of the premium stated in The Schedule
2. This insurance shall commence on the Effective Date shown in The Schedule. All Periods of Insurance will begin and end at 00H00 South African time
3. Premiums are payable monthly to the Collection Agent(s) so authorised by the Insurer(s) to collect premium on behalf of the Binder Holder in accordance with the Conditions stated in the Continuation of Cover section
4. The Premium Due Date will be the selected debit date of every calendar month where premium is payable monthly
5. Where applicable a pro-rata premium shall become payable for any Period of Insurance prior to the Premium Due Date and shall be collected on the Premium Due Date
6. The Insurer(s) reserve the right to request proof of payment of premium

### **Continuation of Cover (where premium is payable by bank debit order)**

1. The premium is payable every month before the beginning of the month to which cover applies
2. If premium is not received on the date the Collection Agent has been advised to collect premium;
  - a. As a result of a Policyholder's instruction not to honour the debit order, all cover under this Policy will end at midnight on the last day of the month for which premium has been received
  - b. For any reason other than stated in 2.a Continuation of Cover, the Collection Agent will present the Policyholder's debit order again and collect it with the debit order for the following month. If both premiums are collected, the Policy will continue to remain in force. In the event that both debit orders cannot be collected this Policy will end automatically from the first Premium Due Date that premium was not paid
3. Subject to 2a and b above Premium is due on the Premium Due Date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding Period of Insurance unless failure to make payment was as a result of inadvertent error on the part of the bank, paying agent or Collection Agent(s)
4. Premium received or collected by the Collection Agent(s) shall be deemed to have been received by the Insurer(s). The Insurer(s) will not be obliged to accept Premium tendered to them, or to any Collection Agent(s), outside of the terms of trade agreed with the Collection Agent(s), but may do so upon such terms as it in its sole discretion may determine
5. In the event of the Insurer(s) not accepting premium, the Policy will lapse from the date from which the Premium became due. The Insurer(s) will not be liable for any claim that occurs prior to receiving the Premium
6. The Insurer(s) will subject to the terms, General Conditions, provisions and General Exclusions of this Policy, provide the insurance in the manner and to the extent provided in this Policy
7. All information supplied to the Insurer(s) by the Policyholder shall be incorporated into and be the basis of this Policy

## General Definitions

The following General Definitions are applicable to the Policy as a whole:

1. **Accident/Accidental** means any sudden, unexpected, unusual, specific, visible, violent and fortuitous event that occurs at an identifiable time and place within the Territorial Limits which directly and independently of any other cause results in Bodily Injury as defined. If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to severe weather conditions, the Insurer(s) will consider it as having been caused by an Accident. This shall also include insect, spider or animal bites other than those causing Malaria
2. **Acquired Immune Deficiency Syndrome or AIDS** has 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
3. **Any One Event Limit** means the maximum amount shown in the Policy Schedule that the Insurer(s) will pay per Event. Where more than one schedule or policy exists, one Limit, the greatest, shall apply over all
4. **Any One Life Limit** means the maximum Sum Insured shown in the Policy Schedule payable for any Insured Person for all Bodily Injury arising from any one Event. Where more than one schedule or policy exists, one Limit, the greatest, shall apply over all
5. **Benefit(s)** means the appropriate Sum Insured(s) selected as stated in the Schedule of Benefits
6. **Benefit Period** means the maximum (but not necessarily consecutive) period for which Benefits are payable in respect of any Insured Person for any one Accident if any :
  - a. In respect of Daily In-Hospital Cash following Accidental Bodily Injury the Benefit Period is up to a maximum period of 30-Days
7. **Binder Holder** means the Non-Mandated Intermediary so named in The Schedule and appointed by the Insurer(s) to carry out any duties under this policy on the behalf of the Insurer(s)
8. **Bodily Injury** means physical injury which is caused solely by Accidental means and which independently of Illness or any other cause results in the Insured Person's death or disability, within 12-calendar months from the date of the Accident. Bodily Injury shall exclude any psychological or psychiatric condition howsoever arising
9. **Business Sponsor means** the Company or organisation, shown in The Schedule, with whom we have worked to present this Policy
10. **Collection Agent(s)** means the party / parties authorised by the Insurer(s) to collect receive, hold and deal with premiums for Policies in terms of section 45 of the Act
11. **Confined/Confinement** means admission as an in-patient to Hospital for a period of greater than 48-consecutive hours on the advice of, and under the regular care and attendance of, a qualified medical practitioner which is medically necessary for the diagnosis and/or treatment
12. **Country of Domicile** means the Republic of South Africa being the country in which the Insured Person is habitually resident during the Period of Insurance
13. **Daily Benefit** means the maximum amount we can pay in respect of each 24-hour period of Hospital Confinement as stated in the Schedule of Benefits
14. **Date of Loss** means
  - a. for Hospitalisation as a result of Injury the first day of Confinement to a Hospital for a period exceeding 48-consecutive hours;
  - b. for Accidental Death, Accidental Disability and or Emergency Medical Evacuation, the date of the Accident
15. **Day** means a period of 24-consecutive hours of Hospitalisation subject to the Excess Period and excluding the day of discharge

16. **Effective Date** means the day, month and year shown in The Schedule that cover shall commence. Any amendment to this insurance shall be effective from the Effective Date shown by endorsement
17. **Effective Time** means the time during the Period of Insurance which cover is effective as stated in The Schedule
18. **Eligible Person** means the Insured Person is a permanent resident in the Republic of South Africa, is aged 18 or over and has not reached 65-years of age before the Effective Date and must not be serving in the armed forces or any country or international organisation. Where cover has been purchased by a company, Eligible Person shall mean the Employee of the company provided such Insured Person meets the eligibility criteria
19. **Employee(s)** means an Insured Person(s) in active employment at the Date of Loss under a contract of service or apprenticeship with the Policyholder
20. **Emergency** means an unexpected onset of a health condition that requires immediate medical or surgical treatment, where failure to provide medical or surgical treatment would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part or would place the Insured Persons life in serious jeopardy
21. **Emergency Medical Evacuation** means the transfer of an Insured Person following Accidental Bodily Injury to the closest appropriate location to obtain necessary Emergency Medical Treatment provided that such evacuation is;
  - a. Medically necessary; and
  - b. Is organised by the appointed Service Provider
22. **Emergency Medical Treatment** means a Qualified Medical Practitioner's medical advice, treatment, consultations and prescribed or repeat maintenance medication, necessarily incurred by the Insured Person on advice of a Qualified Medical Practitioner appointed by the Insurer(s)
23. **Event** means all instances of Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72-consecutive hours and within a 20-kilometer radius of the place where the Accident occurred. No instance of Bodily Injury occurring outside such period and/or radius shall be included in that event
24. **Excess** means the first amount of a claim, expressed as a monetary amount or a percentage of the loss, which the Policyholder must bear
25. **Excess Period** means the initial period during which no Benefit is payable
26. **Hazardous Activity** means but is not limited to aviation sports, paragliding, underwater diving, hunting, spear-fishing, rock-climbing, mountaineering, motor boat racing, motor-cycle racing, quad-biking, bungee jumping, sky diving and horseback sports
27. **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 48 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.
28. **Hospital Confinement** means admission to a Hospital as an In-Patient as a result of Bodily Injury for a continuous period of 48-hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner
29. **In-Patient** means an Insured Person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of Bodily Injury and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care

30. **Insured Event** means the list of insured events stated in the Schedule of Benefits
31. **Inception Date** means the first date the Insured Person(s) joins this insurance Program
32. **Insured Person** means the Eligible Person(s) named in The Schedule and for whom premium has been paid to the Insurer(s). Cover shall continue to apply for each month premium has been paid in respect of an Insured Person provided the Insured Person has not attained the age of 70-years of age and continues to remain eligible for cover as defined
33. **Level** means the benefit level selected as stated in The Schedule of Benefits and for which the appropriate premium has been paid to the Insurer(s)
34. **Loss of Intellectual Capacity** means the Insured Person being diagnosed as permanently and incurably insane according to the usual and customary standards of the registered medical profession. The permanent and incurable insanity must have resulted directly from Bodily Injury
35. **Loss of Limb** means:
  - a. In respect of an arm: permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
  - b. The permanent total loss of use of an entire hand or arm; and
  - c. In respect of a leg: physical severance or total loss of use above the level of the ankle (talo-tibial joint); or
  - d. The permanent total loss of use of an entire foot or leg
36. **Loss of Sight** means total and irreversible loss of sight confirmed by medical evidence of a qualified ophthalmic specialist and the Insurer(s) are satisfied that the condition is permanent and without expectation of recovery
37. **Loss of Speech** means total and permanent loss of the ability to make a comprehensible word or an understandable verbal language
38. **Non-Mandated Intermediary** means the person or entity named in The Schedule and appointed by the Insured Person or Policyholder to carry out any duties under this Policy on behalf of the Insured Person or Policyholder
39. **Period of Insurance** means the period commencing from the Effective Date and monthly thereafter for which premium has been paid
40. **Permanent and Total Loss** means the loss by physical severance or the permanent and total loss of use of a hand, foot, thumb, finger, toe, arm or leg
41. **Permanent Disability** means a disability which has lasted for at least 12-months and which in the Insurer(s) opinion is beyond hope of recovery and will in all probability continue for the remainder of the Insured Person's life. Benefit shall become payable once the degree of Disability has been confirmed and established by medical evidence
42. **Permanent Total Disability** means an Accident resulting in a Permanent Disability which results in the Insured Person's inability to perform or give attention to their usual occupation or any occupation for which the Insured Person is qualified or has received specialised training and which will in all probability be lasting and continuous for their lifetime
43. **Plan** means the option reflected in the Policy Schedule and for which the appropriate premium is being paid.
44. **Policy** means this document embodying the contract of insurance, The Policy Schedule, memoranda and any subsequent endorsements, amendments and declarations in respect of this document
45. **Premium Due Date** means the selected debit date that the Policyholder has elected for premiums to be paid
46. **Policyholder** means the company or individual stated in The Schedule who has purchased this insurance and is responsible for the payment of premium

47. **Pre-existing Condition** means a medical condition or disability which existed at any time before an Insured Person's Inception Date of this insurance
48. **Program** means this policy and benefits which have been developed with the Binder Holder
49. **Quadriplegia** means the means the permanent and total paralysis of all limbs.
50. **Qualified Medical Practitioner** means a person registered with a current legal licence to practice medicine under the laws of the country in which they practice other than an Insured Person or a member of the immediate family of the Insured Person or of an Insured Person
51. **Service Provider** means the party authorised by the Insurer(s) to conduct the Emergency Medical Evacuation
52. **Sum Insured** means the maximum amount payable in respect of each Insured Event as stated in The Schedule of Benefits Schedule of Benefits or Schedule of Additional Benefits applicable to the Insured Person
53. **"Temporary Total Disability"** means total and absolute incapacity from following usual business or occupation
54. **The Schedule** indicates the Plan and Level applicable to an Insured Person and for which the appropriate Premium has been paid to Insurer(s). If The Schedule does not correctly record the insurance applied for, or if any agreed endorsement has not been issued or has been issued incorrectly, the Binder Holder, IBHOR Financial Services (Pty) Limited – FSB no: 43148 should be notified as soon as possible
55. **Territorial Limits** means the following territories Angola, Botswana, Lesotho, Malawi, Mauritius, Mozambique, Namibia, South Africa, Swaziland, Tanzania, Zambia, Zimbabwe
56. **War** means armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power

#### **Operative Clause in respect of Items 1 - 2**

If during the Period of Insurance an Insured Person sustains Bodily Injury, which solely and independently of all other causes results, within 12-calendar months of the Accident in an Insured Event, the Insurer(s) agree to compensate the Insured Person the compensation stated in The Schedule of Benefits according to the Plan and Level Option selected in accordance with the percentage specified in Items 1 – 2 of the Schedule of Benefits

#### **Insured Events**

##### **1. Accidental Death**

Where Bodily Injury results in the death of an Insured Person, the Insurer(s) will compensate the Policyholder up to but not exceeding the amount shown in the Schedule of Benefits

##### **2. Accidental Permanent Disability**

Where Bodily Injury results in the Permanent Disability of an Insured Person, the Insurer(s) will compensate the Policyholder up to but not exceeding the amount shown in the Schedule of Benefits. The percentage payable shall be as shown in the Schedule of Benefits.

**Operative Clause in respect of Item 3**

If during the Period of Insurance an Insured Person sustains Bodily Injury during the Effective Time, which solely and independently of all other causes results, within 30-Days of the Accident in an Insured Event, the Insurer(s) agree to compensate the Insured Person the compensation stated The Schedule of Benefits according to the Plan and Level Option selected in accordance with the percentage specified in Item 3 of the Schedule of Benefits

**3. Emergency Medical Evacuation**

In the event that an Insured Person sustains Bodily Injury which, requiring Emergency Medical Evacuation within 30-days from the date of the Accident, the Insurer(s) will pay the Service Provider up to but not exceeding the amount shown in The Schedule in respect of expenses necessarily incurred

Please refer to the Specific Conditions section of this Policy for any specific conditions relating to any Insured Event

**1. Claims Preparation Costs**

The Insurer(s) will pay the actual costs reasonably and necessarily incurred by the Policyholder in producing and certifying any particulars or details required by the Insurer(s) to substantiate a claim, provided that the liability of the Insurer(s) for such costs in respect of any one claim shall not exceed the amount stated in the Schedule of Automatic Extensions

**2. Crime Benefit**

Where Bodily Injury as a direct result of a crime results in the Insured Person's death or Permanent Total Disablement, the Insurer(s) will pay an additional 5% of the Insured Person's death or Permanent Total Disablement benefit up to the maximum stated in the Schedule of Automatic Extensions

**3. Disappearance**

If an Insured Person disappears and after a suitable period of time the evidence is such that the most probable conclusion is that the Insured Person has died as a result of Bodily Injury, the death Benefit shall become payable subject to a signed undertaking given by the Policyholder that if the belief is subsequently found to be wrong such death Benefit shall be refunded to the Insurer(s)

**4. Disfigurement**

The Insurer(s) will pay a percentage of the Permanent Disability Benefit for Accidental permanent disfigurement as a result of Bodily Injury calculated in direct proportion to the area affected by the disfigurement as follows:

- a. The head, neck and hands - provided the total area affected exceeds 20% of the total area;
- b. All other areas of the Body - provided the Compensation total area affected exceeds 5% of the total area of the Body

Notwithstanding the limitations stated in a) or b) above, in the event of serious permanent disfigurement the Insurer(s) may in their sole discretion pay to the Policyholder an additional sum which in its opinion is not inconsistent with the degree of disfigurement and its consequential disability

The Benefits payable in terms of a) and b) above shall apply independently and be cumulative, but the overall liability of the Insurer(s) for permanent disfigurement resulting from an Accident or series of Accidents, arising from any one cause in respect of any one Insured Person, shall be limited to the principal Sum Insured in respect of a Permanent Disability less any compensation payable for a Permanent Disability

**5. Life Support**

Notwithstanding anything contained in the Operative Clause, the 24-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 3-consecutive days, of life support machinery, equipment or apparatus.

The Insurer(s) will in addition reimburse the reasonable and actual costs incurred in respect of hire costs for life support machinery, equipment or apparatus provided that the liability of the Insurer(s) under this extension in respect of any one Insured Person shall be limited to the amount specified in the Schedule of Automatic Extensions

**6. 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.

**7. Mobility Expenses**

In the event of a Permanent Disability and as a direct result of such disability the Insured Person is permanently dependent on a wheelchair for mobility, the Insurer(s) will, in addition to any amount payable for Permanent Disability, pay compensation for:

- a. A self-propelled wheelchair;
- b. The fitting of wheelchair loading equipment and alterations to the Insured Persons' residence to facilitate the use of such wheelchair; and
- c. The modification of the controls of the Insured Persons' motor vehicle; provided that the liability of the Insurer(s) under this extension shall not exceed the amount specified in the Schedule of Automatic Extensions

**8. Rehabilitation Expenses**

Where Insurer(s) have admitted liability in respect of Item 2 of the Schedule of Benefits in respect of an Insured Person under 65-years of age at the date of the Accident, if as a direct result of that disability the Insured Person is unable to follow their usual business or occupation however can be retrained to carry out another business or occupation the Insurer(s) will in addition to any amount payable for Permanent Disability, pay compensation for:

In respect of Permanent Total Disability – pay compensation of up to 85% of actual expenses incurred up to the maximum Sum Insured stated in the Schedule of Automatic Extensions.

In respect of Temporary Total Disability – pay for actual expenses incurred up to the maximum Sum Insured stated in the Schedule of Automatic Extensions for up to a maximum period of 8-weeks excluding the first 14- consecutive days.

#### **9. Seat Belt Benefit**

Where Insurer(s) have admitted liability in respect of Item 1 or 2 of the Schedule of Benefits and provided the Insured Person was wearing a properly factory installed seat belt while operating or travelling as a passenger in a private motor vehicle when the Accident causing the Death or Total Disability occurs, the Insurer(s) will pay compensation up to the amount shown in the Schedule of Automatic Extensions.

Verification of the actual use of the seat belt at the time of the Accident must be a part of an official report of the Accident or must be certified in writing by the investigating officer(s).

#### **10. Trauma Counselling**

In the event of an Insured Person subjected to an act of violence or a traumatic Accident, the Insurer(s) will reimburse such person up to the maximum amount stated in the Schedule of Automatic Extensions for counselling fees actually incurred as a result of the act of violence or traumatic Accident, provided that:

- a. an act of violence shall be deemed to mean an assault, robbery, rape or armed hijack;
- b. for the purpose of this extension, Insured Person shall include the immediate family members of an Insured Person, who are subjected to the same incident or occurrence of violence or traumatic Accident as the Insured Person; and
- c. the act of violence has been reported to the police and a case number obtained.

#### **11. 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 R 100 000 any one Insured Person and R300 000 any one Event

#### **12. Alcohol Related Motor Vehicle Accidents**

General Exclusion 19 is waived, subject to the maximum compensation of 20% of the Sum Insured per Insured Person and subject further to a maximum compensation of 20% of the Sum Insured, subject to a maximum of the limit stated in the schedule per Insured Person.

#### **13. Childcare**

1. If there is Accidental Bodily Injury to:-
  - a) an Insured Person's child resulting in disability which requires regular care and attendance;
  - b) an Insured Person or his spouse resulting in disability which prevents care being given to the child.
2. 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 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.

**14. Emergency Rescue Costs**

The Insurers will reimburse costs and expenses necessarily incurred for search and rescue, including freeing, emergency transportation 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:-

- i) Insurers will not be liable if an Insured Person is found in circumstances which are unlikely to result in Accidental Bodily Injury;
- ii) 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.

**15. 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 s for a period of hospitalisation not longer than 30 days.

**Specific Conditions**

Insurers will not be liable for the first 48 hours of each and every period of hospitalisation.

**16. Quadriplegia**

In the event of Quadriplegia following Bodily Injury, the Insurers will in addition to compensation payable under Item 2 under the Schedule of Circumstances and Compensation pay compensation up to the Sum Insured for Quadriplegia shown in the Schedule of Automatic Extensions

**17. 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:-

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

## **18. 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 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

## **19. Accident Expert**

1. The Insured will have access to assistance with all claims management and handling in respect of the following by contacting 0860 103 431 or [support@accidentexpert.co.za](mailto:support@accidentexpert.co.za)

2. Compensation for Occupational Injuries & Disease Act (COID) Assistance

The Insured will be assisted to:-

- a) prepare and submit claims in accordance with the COID Act;
- b) avoid penalties by submitting their annual Return of Earnings to COID timeously;
- c) avoid the payment of excessive fees;
- d) reduce the claims waiting period for the payment.

In the event of the Insured/Insured Person having a valid claim, Accident Expert does not guarantee performance by the Compensation Commissioner

3. Road Accident Fund Act (RAF) Assistance

The Insured will be assisted with:-

- a) Legal representation
- b) Administration and claims management
- c) Required medico-legal reports
- d) Required loss of support reports
- e) Required actuarial reports for loss of earnings
- f) 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.

4. Legal Assistance

1. The Legal Assistance Helpline is an assistance line for legal advice and guidance – specifically relating to the use or possession of a motor vehicle.
2. The Legal assistance Helpline is manned by qualified and registered attorneys, who are available to assist 365 days a year.
3. ACCIDENT EXPERT is equipped to provide assistance in respect of uninsured losses/damages which were caused by the negligence of a third party, which will include obtaining compensation in respect of the excess, claims less than excess, car hire charges, damages to clothing and personal effects such as glasses, jewellery and even accommodation expenses, should an accident occur far from home.

4. If the motor vehicle is insured under third party cover only, ACCIDENT EXPERT will assist in recovering not only the damages as mentioned above, but also recovering the costs of repairing the vehicle and any storage charges, etc.
5. **Hospital Admission**  
Where an Insured Person sustains Accidental Bodily Injury while on the business of the Insured and requires hospital admission, Accident Expert will make payment to the Hospital on behalf of the Insured Person up to the maximum amount stated in the Schedule of Automatic Extensions.

#### Specific Conditions

1. Hospital admission payments are made to the Provider.
2. Once a COID claim is settled to the Insured Person, Accident Expert will recover the full amount from the Insured Person.
3. Hospital admission is defined as the Insured Person being admitted for a 24 hour period.

#### General Conditions

1. **Meaning of Words** The Policy, The Schedule, memoranda and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear
2. **Official Version** Communication of and in connection with this Policy shall be in English
3. Amendments, Definitions, Conditions, Exclusions, Terminations, Policy Schedules and any Endorsements will apply;
  - a. to any subsequent increase in Benefits from the date of such increase;
  - b. any Insured Person being added to this Policy from the date of acceptance onto the Policy
4. **Jurisdiction** This Policy shall be governed and construed in accordance with the Law of the Republic of South Africa and the South African Courts alone shall have jurisdiction in any dispute
5. **Rights to the Policy** Only the Insurer(s) and the Policyholder can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party
6. **Cession** Subject to General Condition 8, all Benefits under this Policy may not be ceded and/or assigned by the Policyholder. The Insurer(s) shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported cession and/or assignment or other dealing with or relating to this Policy
7. **Interest** No sum payable by the Insurer(s) under this Policy shall carry interest
8. **Misrepresentation / Non-Disclosure** This Policy will be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular by or on behalf of the Policyholder and/or Insured Person.
9. **Observance of Policy Terms** Where the Policyholder or an Insured Person or their personal representatives does not comply with any obligation to act in a certain manner specified in this Policy the Insurer(s) reserve the right not to pay a claim
10. **Discharge** Notwithstanding General Condition 5, where in relation to any Claim the Policyholder, at its discretion, directs the Insurer(s) to do so, the Insurer(s) shall pay Benefits to, or indemnify, a

named Insured Person and the receipt of such Insured Person shall be a sufficient discharge of the Insurer(s) liability to indemnify or pay the Benefits concerned

11. **Right to Return** The Policyholder may return this Policy within 14-Days after the Effective Date should this insurance not meet the Policyholder's requirements provided no claim has been lodged against this Policy. The Policyholder shall be entitled to a refund of premium paid, less any administration fees applicable to this Policy
12. **Cancellation by the Insurer(s)** The Insurer(s) may cancel;
  - a. This Policy by giving 30-days' written notice to the Policyholder at their last known address; and
  - b. Any cover provided by this Policy for War by sending 7-days' written notice to the Policyholder at their last known address
13. **Cancellation by the Policyholder** The Policyholder may cancel this Policy by giving 30-days written notice to the Insurer(s)
14. **Maximum Payable**
  - a. Benefit shall not be payable under more than one of the Benefits listed under 1 and 2 of the Schedule of Benefits in respect of any one Accident
  - b. In respect of Accidental Disability the total amount payable shall not exceed 100% of the amount shown in The Schedule Item 2, in respect of any one Accident
  - c. The total Benefit payable shall not exceed the maximum amount stated under Items 1 – 3 in The Schedule of Benefits in respect of any one Accident
15. **Contributory Conditions** Any contributory degenerative condition or disability (as determined by a Qualified Medical Practitioner) known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by the Insurer(s) in assessing the level of Benefit payable.
16. **Indemnification** Compensation payable by the Insurer(s) in respect of Item 3 of the Schedule of Benefits shall be reduced by an amount equal to any compensation received or receivable by or on behalf of the Insured Person by the Compensation for Occupational Injuries and Diseases enactment or any other similar legislation dealing with compensation for Accidental injuries
17. **Heart Attack** If an Insured Person dies as a direct result of a road or traffic Accident of which the cause or the consequence could be a heart attack, the Insurer(s) shall deem the Accident to be an Insured Event
18. **Pregnancy** Hospitalisation following pregnancy will be covered at the Level selected, provided the Insured Person has been an active Policyholder for a period of 12-months or more and provided the Insured Person has carried for a minimum period of 7-months to full term
19. **VAT** All Sums Insured, first loss amounts, indemnity limits or insured values, by whatever name such are referred to are expressed on a V.A.T. inclusive basis
20. **Tax Liability** The onus shall always be upon the Policyholder and/or Insured Person to ascertain, correctly admit and pay any tax liability in respect of any Benefit paid
21. **Other Products** The Insurer(s) do not accept any liability for any financial products and/or services sold or provided or underwritten in conjunction with this Policy by any other insurance, assurances and/or assistance companies including medical aid societies, financial service providers or the like
22. **Limitation of Benefits** The Accidental death Sum Insured in respect of any minor shall be limited to that which is allowed by Government Legislation as amended from time to time. The current limits are;
  - a. R10,000 if the Insured Person is under 6-years of age; or R30,000 if the Insured Person is over the age of 6-years and under the age of 14-years

### **Special Conditions**

1. In respect of Item 3 of the Schedule of Benefits, Emergency Medical Evacuation:
  - a. Where a Policyholder or an Insured Person has an evacuation plan or any form of medical aid, medical insurance or similar by any other name, such fund must act as a first response in respect of costs associated in respect of evacuation. The evacuation Benefit provided by this insurance is supplemental to any other programs or cover currently in place
2. In respect of Automatic Extension 15 Hospital Confinement and the Daily Benefit:
  - a. Successive periods of Hospital Confinement due to the same Bodily Injury or related causes will be considered as one continuous period unless separated by 180-days during which an Insured Person is not confined to a Hospital as the result of such Bodily Injury

### **Claims Provisions**

#### **Notification of Claims**

1. In the event of any occurrence likely to give rise to a claim under this Policy, the Policyholder shall provide written notice of such event to the Binder Holder as soon as reasonably possible after the date of the occurrence but no later than 30-days of the Event. All claims must be notified to the Insurer(s) no later than 60-days of the Event by the Binder Holder
2. The Insured Person shall as soon as possible after the occurrence of any Event other than Accidental Death; obtain and follow the advice of a Qualified Medical Practitioner, co-operate with and follow the advice of an independent rehabilitation case manager where appointed by the Insurer(s) and the Insurer(s) shall not be liable for any consequences of the Insured Person's failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed

#### **Obligation of Policyholder and/or Insured Person**

3. The Policyholder and/or Insured Person shall at their own expense furnish to the Insurer(s) such certificates, information and evidence as the Insurer(s) may from time to time reasonably require in the form prescribed by the Insurer(s). The Insurer(s) shall be allowed at its own expense, upon reasonable notice to the Insured Person to request a medical examination of an Insured Person as appropriate. In the event of the death of an Insured Person the Insurer(s) shall have the right to the results of the post-mortem examination or toxicology results before settlement of the claim

#### **Paying Claims / Beneficiary**

4. Subject to General Conditions 5, all Benefit payable shall be payable to the Policyholder. In the event of the death of an Insured Person, the Benefit payable for death will be paid to the Insured Persons' nominated beneficiary, Estate or legal representative

#### **Dispute**

5. In the event that the Insurer(s) declines to indemnify the Policyholder, the Policyholder may within a period of not less than 90-days after receipt of the notice by Insurer(s), make written representation to the Insurer(s) in respect of that decision and the Insurer(s) will respond in writing within 45-days of receipt of such representation notifying the Policyholder of our decision
6. Should the Policyholder not be satisfied with the decision of the Policyholder Claims Provision 5 above, the Policyholder may issue written summons against the Insurer(s) within 12-months of the expiry of the 90-day period for representation, failing which all benefits under such claim shall be forfeited

**Excess**

7. Any Excess and/or Excess Period, where applicable, will apply separately to each Insured Event or Automatic Extension, in respect of each and every claim and for each Insured Person

**Foreign Currency**

8. Claims involving foreign currency will be converted into the currency in which the Premium and Benefits/Sum Insured(s) are shown, at the selling rate of exchange published by the Insurer(s) bankers on the day nearest to the date of claims settlement

**Fraud**

9. If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder and/or Insured Person or anyone acting on their behalf or their legal representative to obtain Benefit under this Policy, the Insurer(s) shall be under no liability in respect of such claim

**General Exclusions**

The Insurer(s) shall not be liable to pay any Benefit for any Insured Event caused by or arising directly or indirectly from:

1. Bodily Injury resulting from the Insured Person suffering from Illness, sickness or disease which is not itself the direct result of Bodily Injury
2. Engaging in underground activities, including mining and prospecting activities, occupational or other activities requiring the use of explosives
3. Repetitive stress (strain) injury or syndrome or any gradually operating cause
4. Any Pre-existing Condition which existed prior to the Inception Date
5. Any psychological or psychiatric condition
6. Illness or Injury affecting the spine or the musculature, ligamentous system, cartilages, dura, nervous system or blood supply to the spine other than once during any 12-month period of insurance from the Effective Date of the Policy and each 12-month anniversary thereafter
7. Dental or optical treatment, except as a result of Bodily Injury
8. Any congenital abnormality and any conditions arising or resulting therefrom
9. Routine physical or any other examinations
10. Abortion, miscarriage, pregnancy, complications arising from childbirth or any condition arising therefrom subject to General Condition 17
11. Any stress-related condition or complaint
12. Any investigative treatment, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency; or for psychotic or psychoneurotic or any other mental related disorders
13. Human Immunodeficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS related complex (ARC) other than if contracted as a result of a blood transfusion given by a qualified medical practitioner following Accidental Bodily Injury. Such onus will rest upon the Insured Person to prove that HIV contracted was as a direct result of a blood transfusion following Accidental Bodily Injury
14. Sickness declaring itself within the first 90 (Thirty) days after the inception of this Policy

15. Bodily Injury resulting from wilful or deliberate exposure to danger (except in an attempt to save human life) or from the Insured Person committing or attempting to commit suicide or intentionally inflicting self- injury
16. The Insured Person engaging in aviation as a pilot or crew member of an aircraft or other aerial device, or for the purpose of any trade or technical operation therein or thereon
17. This insurance shall not cover Losses arising from travel booked as a passenger, pilot or aircrew member of any privately chartered aircraft or on a non-scheduled passenger airline flight
18. Participating in any sport as a professional player, or whilst hang gliding or micro lighting or participating in any Hazardous Activity
19. Bodily Injury resulting from the Insured Person being under the influence of or in a state of "intoxication" of any controlling substance whilst driving any motorised or mechanically operated vehicle unless administered on the advice of a Qualified Medical Practitioner and taken in accordance with the Qualified Medical Practitioner instructions. The term "intoxication" shall mean having a blood alcohol level concentration (BAC) greater than the statutory limit at the time of the Accident, or the level applicable according to prevailing legislation where the Accident occurs, whichever is the lesser
20. Bodily Injury resulting from being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a Qualified Medical Practitioner or unless prescribed by and taken in accordance with the directions of a Qualified Medical Practitioner, but not in respect of the treatment for the abuse of such drugs or narcotics.
21. The direct participation of the Insured Person in any labour disturbances, strike, lock-out, riot, civil commotion or public disorder
22. Active service or on duty with or undergoing training with any military, police force, militia or paramilitary organisation
23. War, whether declared or not in the Insured Person's Country of Domicile or residence
24. 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
25. and no Insurer(s) shall be deemed to provide cover and no Insurer(s) shall 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 the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws or regulations of the European Union or United States of America irrespective of enactment in the jurisdiction where Benefit is provided or payment made

### **Policy Termination**

All cover under this Insurance will end on the earliest of the following;

1. On the date this Program is cancelled
2. In the event on non-payment of premium, from the date Premium is owed
3. In respect of an Insured Person, upon their Death
4. Where cover has been purchased by a company where an Insured Person is no longer an Employee
5. In respect of an Insured Person on the attainment of 70-years of age

Cover will cease at midnight on the day this Policy ends