



Rest Insured

PERSONAL ACCIDENT POLICY POLICY WORDING



Yes. It is a hazard sign.
And this is your personal accident policy
wording that will help you to ensure that
a life-changing road or personal accident
needn't change your lifestyle.

Simple, understandable, no-mystery insurance.

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BASIC COVER



Yes. It is a step ladder.
And this is insurance.
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BASIC COVER

1. DEATH AND/OR PERMANENT DISABILITY

We will pay compensation for your accidental death and/or permanent disability caused directly by *bodily injury* within 12 months of an *accident* or *road accident*.

2. COVER OPTIONS

Our compensation depends on the type of cover and the limit of compensation you have chosen as shown in the *Schedule*. The types of cover are listed below:

2.1 Comprehensive accident (Individual option)

If you have this option, we cover *bodily injury* to you caused by an *accident*. *Accident* means a specific, identifiable, unexpected and unintended incident which is the direct cause of *bodily injury*.

2.2 Comprehensive accident (Family option)

If you have this option, we cover *bodily injury* to you and to any of the persons shown in the *Schedule* caused by an *accident*. *Accident* means a specific, identifiable, unexpected and unintended incident which is the direct cause of *bodily injury*.

2.3 Road accident (Individual option)

If you have this option, we cover *bodily injury* to you caused by a *road accident*. *Road accident* means a road traffic incident caused by, or arising from the driving of a *motor vehicle* by any person at any place within the Republic of South Africa, which is the direct cause of *bodily injury*.

2.4 Road accident (Family option)

If you have this option, we cover *bodily injury* to you and to any of the persons shown in the *Schedule* caused by a *road accident*. *Road accident* means a road traffic incident caused by, or arising from the driving of a *motor vehicle* by any person at any place within the Republic of South Africa, which is the direct cause of *bodily injury*.

3. COMPENSATION SCALE

3.1 Compensation for death

The amount shown in the *Schedule* next to your name.

3.2 Compensation for permanent disability

A percentage of the amount shown in the *Schedule* next to your name. The percentage that will apply can be found in the following compensation scale:

Description of permanent disability	Percentage
Loss by physical separation at or above the wrist or ankle of one or more limbs	100%
Loss of four fingers of one hand	70%
Loss of thumb	
- both phalanges	25%
- one phalanx	10%
Loss of finger	
- three phalanges	10%
- two phalanges	8%
- one phalanx	4%
Loss of metacarpals	
- first or second (additional)	3%
- third, fourth or fifth (additional)	2%
Loss of toes	
- all of one foot	30%
- big (both phalanges)	15%
- big (one phalanx)	2%
- other than big, if more than one toe lost, each	1%
Loss of hearing	
- both ears	80%
- one ear	25%
Total and irreparable loss of sight in one or both eyes	100%
Loss of	
- sight, except perception of light	75%
- lens of eye	75%
Total paralysis or being permanently bedridden	100%
Total disablement from ever continuing the occupation or doing the normal work you have been trained for or have knowledge of	100%

Permanent total loss of use of a limb will be treated as loss of the limb.

Where this compensation scale does not provide for a particular *permanent disability*, we will consider compensation for the *permanent disability* if, in our opinion, it does not contradict the scale of benefits.

OPTIONAL COVER



Yes. It is a hospital sign.
And this is insurance.
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OPTIONAL COVER (only if shown in the *Schedule* as included)

If a heading below is shown in the *Schedule*, we will cover you as shown under that heading. If the heading is not shown, you do not have that cover.

1. TEMPORARY TOTAL DISABLEMENT

We will compensate you for *temporary total disablement* caused by *bodily injury* due to an *accident* or a *road accident* according to your basic cover option as shown in the *Schedule*.

We will provide weekly compensation up to the amount per week and the number of weeks, both of which are shown in the *Schedule*, if we are satisfied that you suffer *temporary total disablement*.

We will not compensate you for the first 7 days from the date of the *accident* or *road accident*.

We will not continue to pay weekly compensation, if in our opinion you no longer suffer *temporary total disablement*.

2. HOSPITAL BENEFIT PLAN

We will pay compensation valued at the *daily benefit* if you are *hospitalised* due to an *accident* or *road accident* according to your basic cover option as shown in the *Schedule*.

We will pay the *daily benefit* for every 24-hour period (a day) you are *hospitalised*, up to the number of days shown in the *Schedule*.

We will not compensate you for the first 24 hours from the date of *hospitalisation*.

If you are *hospitalised* more than once due to the same *accident* or *road accident*, it will be seen as one *hospitalisation*.

TERMS AND CONDITIONS



Yes. It is a helicopter.
And this is insurance.
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TERMS AND CONDITIONS

Cover under this policy is provided subject to the following terms and conditions.

1. BASIS OF THIS POLICY

This policy, the *Schedule*, our correspondence with *you*, *your* application for insurance and any statement, written or spoken, made by *you*, or on *your* behalf, forms the contract between *us* and *you*.

2. COVER PROVIDED BY THIS POLICY

2.1 We will provide cover under this policy only if we have received *your* premium in terms of terms and conditions 4.

2.2 This policy does not cover an *accident* or *road accident* if either the insured amount or the limit of compensation shown in the *Schedule*:

- has no monetary amount next to it or is left blank; or
- is shown as nil; or
- is shown as “not applicable”.

3. PERIOD OF THIS POLICY

The period of this policy is initially the period from the start date of this policy, as shown on the *Schedule*, to the last day of the calendar month in which the start date occurs. After that, the period of this policy will be one calendar month.

4. PAYMENT OF PREMIUM

You can choose to pay *your* premium in one of three ways:

- Monthly by debit order
- Yearly by debit order
- Yearly in cash

4.1 Monthly payment by debit order

You must pay *your* premium every month by debit order before the beginning of the month to which cover applies. We will present *your* debit order to *your* paying agent on the date shown in the *Schedule*.

If we do not receive *your* premium by the date shown in the *Schedule*:

- 4.1.1 Because *you* have instructed *your* paying agent not to honour the debit order, all cover under this policy will end on the last day of the month for which we have received *your* premium;
- 4.1.2 For any reason other than that mentioned in 4.1.1, we will present *your* debit order again and collect it with *your* debit order for the next month. If only one debit order is paid, we will use the money to clear the oldest debt. *You* will, therefore, still owe *us* the outstanding premium. If we cannot collect at least one debit order, this policy will end on the last day of the month for which we have received *your* premium.

4.2 Yearly payment by debit order

You must pay *your* premium every year by debit order before the beginning of the year to which cover applies. The year need not begin in January – it can begin in any month of the year. We will present *your* debit order to *your* paying agent on the date shown in the *Schedule*.

If we do not receive *your* premium by the date shown in the *Schedule*:

- 4.2.1 Because *you* have instructed *your* paying agent not to honour the debit order, all cover under this policy will end on the last day of the yearly period for which we have received *your* premium;
- 4.2.2 For any reason other than that mentioned in 4.2.1, we will present *your* debit order again and collect it no later than 30 days from the first collection. If we cannot collect this debit order, this policy will end on the last day of the yearly period for which we have received *your* premium.

4.3 Yearly payment in cash

If *you* choose to pay *your* premium yearly in cash, *you* must pay the premium to *us* by the start date or the *renewal date*. If we do not receive *your* premium within 30 days from the start date or *renewal date*, the policy will end on the last day of the yearly period for which we have received *your* premium.

5. DUTY OF CARE

You must take all reasonable precautions and all reasonable care to prevent or minimise *bodily injury*.

6. CHANGES

We may make changes to this policy by giving *you* 30 days' written notice of the changes at *your* postal address as shown on the *Schedule*.

7. CANCELLATION

7.1 *You* may cancel this policy at any time.

7.2 We may cancel this policy, or part of it by giving *you* 30 days' written notice of the cancellation at *your* postal address as shown on the *Schedule*.

8. YOUR RIGHTS

You (in this paragraph meaning the names set out in the *Schedule*) may not cede or assign *your* rights or obligations to another person. No other person may make a *claim* against *us*.

9. CLAIMS

9.1 Claim procedure

- 9.1.1 *You* must inform *us* as soon as possible of any event that may result in a *claim* under this policy and advise *us* of any other policy which may cover the same event.
- 9.1.2 *You* must give *us* full details of the event within 30 days after it has occurred, as well as all documents which we may reasonably require.
- 9.1.3 *You* must immediately report to the police, any *bodily injury* due to a *road accident* or due to an *accident* where any criminal act is involved.

9.2 Our rights after an event which may lead to a *claim*

- 9.2.1 *You* must allow *us* to examine the circumstances under which *bodily injury* was sustained.
- 9.2.2 If any other person is *insured* under *your* policy, we may give compensation to that other person.

9.3 Fraudulent or wilful acts

You will lose all rights to *claim* under this policy if:

- 9.3.1 A *claim* is fraudulent or if *you* or anyone acting on *your* behalf uses any fraudulent means, to obtain any benefit under this policy; or

9.3.2 A *claim* occurs due to a deliberate, or wilful, or intentional act committed by *you* or with *your* involvement or anyone acting on *your* behalf; or

9.3.3 Information or documents in support of a *claim*, whether created by *you* or on *your* behalf, is not true, is not complete or is fraudulent; or

9.3.4 The amount of a *claim* is intentionally exaggerated by *you* or any person acting on *your* behalf.

9.4 Time limits

9.4.1 If we reject a *claim* in writing, or if *you* dispute the amount of a *claim* which was made in writing, *you* may, within 180 days from the date of such communication, make written representations or institute legal proceedings against *us*.

9.4.2 We are not liable after 12 months from the date of the event that gives rise to a *claim*, unless the *claim* is the subject of pending court action.

9.5 No premium refund if any *claim* is settled

If we compensate *you* for a *claim* for *bodily injury*, we will not refund any premium for the remainder of the period of *your* insurance.

10. INFORMATION THAT AFFECTS YOUR RISK

We may declare the whole or any part of this policy invalid if *you*:

- have not given *us* all the details that affect *your* risk; or
- have misrepresented or misdescribed any details that affect *your* risk.

You must advise *us* immediately of any change in *your* risk. Should there have been any material change in *your* risk, then we may amend the cover and premium from the date of the change.

If *you* do not inform *us* of any material change in *your* risk, we shall be entitled to avoid the policy or reject any *claim* that occurred after the change in *your* risk.

For this term and condition, the term "*you*" includes any person acting on *your* behalf.

11. INSURED AMOUNT AFTER A CLAIM

The *insured* amount as shown in the *Schedule* under basic cover, will be reduced by the amount of *your claim* for any *bodily injury*.

12. JURISDICTION AND CURRENCY

This policy is subject to the jurisdiction of the courts of the Republic of South Africa and South African law will apply. In terms of this policy, all compensation will be paid in the South African currency.

13. SHARING OF INSURANCE INFORMATION AND YOUR AUTHORISATION TO US

13.1 Sharing of information

13.1.1 To combat insurance fraud and to determine and properly evaluate risks, the South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We will store *your* information in the shared database to verify any underwriting information against legally recognised sources or databases.

13.1.2 Fighting insurance fraud will benefit *you* because fraud has an enormous effect on the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects *you* directly as it leads to higher premiums. We are serious about combating fraud and the fair evaluation of risks, because we want to keep *your* premium as fair and competitive as possible.

13.2 Your right to privacy

Your right to privacy is a fundamental right that is included in The Constitution of the Republic of South Africa, 1996. This right is, however, restricted in certain circumstances. These circumstances include cases where the parties disclosing information and the parties who are privy to it have a legal interest in that information. This means that in terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risks fairly.

13.3 Your authorisation to us

13.3.1 *You* acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly, and to reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.

13.3.2 On *your* behalf and on behalf of any person who *you* represent, *you* waive *your* rights to privacy for any underwriting and claims information for any insurance policy or *claim* made by *you* or on *your* behalf.

13.3.3 *You* consent to such information being stored in the shared database and used as set out above.

13.3.4 *You* consent to such information being given to any insurer or its agent.

13.3.5 *You* consent to any underwriting information being verified against and shared with legally recognised sources or databases.

14. A PERSON WHO DEALS ON YOUR BEHALF

You give up *your* right to receive compensation if a person who deals on *your* behalf does not comply with the terms and conditions of this policy for the *claim*.

15. AMENDMENTS TO CONFORM TO LAW

You and we agree that any terms or conditions of this policy that are against any law will be amended to conform to such law.

16. REFERENCE TO SINGULAR AND PLURAL

In this policy, references to the singular include the plural and references to the plural include the singular.

17. MAXIMUM COMPENSATION PAYABLE

We will compensate *you* up to the amount shown in the *Schedule* under *Death* and *Permanent disability* for any single *claim* or series of *claims* resulting from the same *bodily injury* that *you* incur during the period of this policy.

18. MEDICAL EXAMINATIONS

You must undergo any medical examination we require. We will pay for such medical examination.

19. MEDICAL ADVICE

If you sustain *bodily injury* which may result in a *claim*, you must seek medical advice within a reasonable time and follow such advice. If you do not fulfil this condition, we have the right to refuse compensation for any consequences of your failure to follow the medical advice.

20. COMPENSATION IN THE EVENT OF YOUR DEATH

In the event of your death due to *bodily injury*, we will pay compensation to your estate.

21. TERMINATION

21.1 Cover in terms of this policy will terminate when:

- 21.1.1 You have reached the age of 75 years; or
- 21.1.2 We have paid you the full insured amount under basic cover as shown in the *Schedule*.

21.2 This policy will terminate when:

- 21.2.1 The *insured* has reached the age of 75 years; or
- 21.2.2 We have paid the *insured* the full insured amount under basic cover as shown in the *Schedule*.

22. WHO IS COVERED

Cover under this policy only applies to:

22.1 South African citizens; and

22.2 persons who are not South African citizens but who reside within the Republic of South Africa for a period of at least six months of each calendar year.

EXCLUSIONS



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And this is insurance.
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EXCLUSIONS

1. We will not provide compensation for *bodily injury* as a result of:
 - 1.1 Any physical disability or infirmity present at the start of this insurance;
 - 1.2 Suicide, attempted suicide or intentional self-inflicted injury or deliberate exposure to obvious risk or injury;
 - 1.3 Insanity, neurosis or stress-related conditions;
 - 1.4 Sickness or disease of any nature;
 - 1.5 Pregnancy, childbirth, miscarriage, abortion or any consequences of these;
 - 1.6 Your participation in any:
 - 1.6.1 Defence force, police service or correctional services activities;
 - 1.6.2 Racing other than on foot or in a non-motorised watercraft;
 - 1.6.3 Speed trials or speed testing anywhere;
 - 1.6.4 Air travel other than as a paying passenger in a licensed passenger carrying aircraft;
 - 1.6.5 Mining activities;
 - 1.6.6 Manufacture or use of explosives;
 - 1.6.7 Wilful misconduct;
 - 1.6.8 Professional sports.
2. We will not provide compensation for *bodily injury* sustained while:
 - 2.1 You are using a *motor vehicle* on a race track, circuit or test circuit as a driver or a passenger;
 - 2.2 You are using a *motorcycle* as a rider or a passenger;
 - 2.3 You are under the influence of intoxicating liquor or drugs;
 - 2.4 You drive a *motor vehicle* under the influence of intoxicating liquor or drugs or your blood or breath alcohol concentration exceeds the legal limit at the time of the *accident* or *road accident*.
 - 2.5 You are using a *motor vehicle* and you do not have a *licence* to drive the *motor vehicle*, irrespective of where it is being driven;
 - 2.6 You are not wearing a seat belt whilst driving or being a passenger at the time of an *accident* or *road accident*.
3. We will not compensate you for *bodily injury* if you are older than 75 years of age when the *accident* or *road accident* occurs.
4. We will not cover any *bodily injury* which is caused by or results from or relates to any of the following:

- 4.1 Riots, wars, political acts, public disorder, terrorism, or any attempted acts of this kind
 - 4.1.1 Civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above;
 - 4.1.2 War; invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war;
 - 4.1.3 Mutiny, military rising or usurped power; martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution;
 - 4.1.4 Any act (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
 - 4.1.5 Any act calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
 - 4.1.6 Any attempt to perform any act referred to in clause 4.1.4 or 4.1.5 above;
 - 4.1.7 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in any of clauses 4.1.1 to 4.1.6 above;
 - 4.1.8 Any act of terrorism. An act of terrorism means the use or threat of violence for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public;
- 4.2 Nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel which includes any self-sustaining process of nuclear fission.

DEFINITIONS



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And this is insurance.
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DEFINITIONS

These definitions apply throughout this policy.

'accident'

means a specific, identifiable, unexpected and unintended incident which is the direct cause of *bodily injury*.

'bodily injury'

means identifiable physical injury caused by violent, accidental, external and visible means due to an *accident* or *road accident* in accordance with *your* cover selection as shown in the *Schedule*.

'claim'

means any request for compensation, whether or not any amounts have been established for the claim.

'daily benefit'

means the amount shown next to *your* name in the *Schedule*. This amount applies to every person separately if cover is extended to include "family".

'death'

means death occurring within 12 consecutive months of the *bodily injury*.

'dependent child(ren)'

means natural, legally adopted and stepchildren younger than 21 years, who are financially dependent on *you* and live with *you*. Children who are dependent on *you* and who study full-time are included up to the age of 25 years. *Your* married children are not included. *Your* unborn or stillborn children are not included.

'family members'

means *your* spouse and *dependent children*.

'Family option'

means the type of cover *you* selected as shown in the *Schedule*. The Family option applies to *you*, *your* spouse and up to 3 of *your* dependent child(ren) named in the *Schedule*.

'hospitalised/hospitalisation'

means:

- i. under comprehensive *accident* cover; when *you* are an in-patient in any hospital, recognised as such in terms of the legislation of the country where *you* are hospitalised.
- ii. under *road accident* cover; when *you* are an in-patient in any South African hospital, recognised as such in terms of South African legislation.

'Individual option'

means the type of cover *you* selected as shown in the *Schedule*. The Individual option applies to the persons shown in the *Schedule*.

'insured'

means the Insured person shown in the *Schedule* next to the heading "Relationship" as "Insured".

'licence'

means a valid driver's licence in compliance with legislation of the specific country where the *motor vehicle* is used at the time of the *accident* or *road accident*. A person who is learning to drive must comply with legislation concerning learner drivers.

'motorcycle'

means any vehicle with two, three or four wheels, which is steered by means of handle bars and of which *you* are the driver or passenger.

'motor vehicle'

means any self-propelled vehicle registered and licenced as such in terms of the laws of the Republic of South Africa, and including:

- i. trailers; and
- ii. vehicles with pedals and an engine or electric motor designed to be propelled by means of such pedals, engine or motor; but excluding motorised wheelchairs.

'permanent disability'

means permanent disability, as described in the compensation scale, occurring within 12 consecutive months after sustaining the *bodily injury*.

'renewal date'

means the first day of a period of 12 consecutive months as shown in the *Schedule*.

'road accident'

means a road traffic incident caused by, or arising from the driving of a *motor vehicle* by any person at any place within the Republic of South Africa, which is the direct cause of *bodily injury*.

'Schedule'

means the annexure forming part of this policy.

'spouse'

means a person whom *you* are legally married to, or a person who is *your* life partner and is recognised as such by the laws of the Republic of South Africa.

‘temporary total disablement’

means total and absolute incapacity from following *your* usual business or occupation or any other occupation for which *you* are suited by knowledge or training, due to *bodily injury* caused by an *accident* or *road accident*.

‘us/our/we’

means Santam Limited.

‘you/your/yours’

means:

- i. under the Individual option the persons named in the *Schedule* under the heading “insured persons”;
- ii. under the Family option the *insured* and the *family members* named in the *Schedule* under the heading “insured persons”.