Personal Accident Insurance Policy Wording

LOMBARD
Broker Partners



GENERAL INFORMATION

You are requested to read the Policy Wording and Schedule, the combination of which shall be known as the Certificate, and if not correct, return it immediately to Us for appropriate alteration.

Assignment
This Certificate shall not be assigned either in whole or in part without Our prior written consent.

Complaints
If You have any complaints concerning this insurance, please contact Us.

Claims Procedure
You must give notice to Us in writing as soon as practical of any occurrence which may give rise to a claim under this Insurance but in any event, a completed and signed claim form must be submitted to Us within 180 days of such occurrence coming to the notice of You or the Insured Person. Failure to meet this condition will invalidate the claim.

Attached Conditions Incorporated
This Certificate is issued and accepted subject to all the Provisos, Exclusions and Conditions set forth herein, attached or endorsed, all of which are to be considered incorporated herein.

Contract of Insurance and Changes
This Certificate and any Endorsement attached hereto, constitute the entire Contract of Insurance and shall not be modified, waived or changed except by an instrument in writing executed by Us to form a part of the Contract of Insurance.

Declaration
By acceptance of this Certificate, You agree that this Certificate is issued in reliance upon the truth of Your representations and this Certificate embodies all agreements existing between Yourself and Us.

Premium
The premium(s) specified in the Schedule attached hereto is/are due and payable hereunder as of the inception date of this Certificate.

Statutory Provisions
If any Proviso, Exclusion or Condition of this Certificate is contrary to any specific statutory provision applicable thereto, such Proviso, Exclusion or Condition shall be deemed to be severable and shall be amended to conform to such statutory provision which shall then supersede and govern such Proviso, Exclusion or Condition, but the remaining Provisos, Exclusions and Conditions hereof shall remain unchanged and in full force and effect.

Time Limitations – Suit of Notices
No suit or action on this Certificate for the recovery of any claim shall be sustainable in any Court of Law or Equity unless You have fully complied with all the requirements of this Certificate, and unless commenced within 12 months after We have disallowed the claim. Where any limitation of time for suit or for notices of any matter by You is set forth in this Certificate, but such limitation of time is prohibited by the laws of the state, Province or Country wherein this Certificate is issued then and, in that event only, the time for suit or the time for notice shall be limited to the shortest period permitted under the laws of such State, Province or Country.

THE CERTIFICATE REPLACES ANY OTHER CERTIFICATE OF INSURANCE PREVIOUSLY ISSUED COVERING THE INSURANCE DESCRIBED HEREIN.

OPERATIVE CLAUSE

1. If during the Period of Insurance an Insured Person sustains an Accident which causes Bodily Injury as defined or suffers Accidental Exposure as defined, We agree to pay to You the compensation as stated in the Table of Compensation after the total claim has been substantiated.

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

Accident shall mean an external, sudden, unexpected, unusual and specific event which occurs at an identifiable time and place during the Period of Insurance.

Accidental Exposure shall mean unavoidable exposure to the elements which solely and independently of any other cause (except illness directly resulting from, or medical or surgical treatment rendered necessary by such exposure) occasions the Death or Disability (including Death or Disability as a result of starvation or dehydration) of the Insured Person within 24 months from the date of last exposure.

Act of Terrorism shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government or political organisation and/or to put the public, or any section of the public, in fear.

Annual Earnings shall mean the total calculated at the annual gross rate of wage or salary and any other allowances of a constant nature, being paid or allowed by You to the Insured Person at the time the Accident occurs.
Provided always that if the Insured Person is under contract, the period of which is less than one year, the term "Annual Earnings" shall mean the amount due to be paid to the Insured Person during the contract period, including the value of accommodation and food allowances but excluding any expenses of a reimbursive nature.

Any One Life Limit shall mean the maximum amount We will pay in the aggregate in respect of a single Insured Person suffering Accidental Bodily Injury as a result of any one event.

Any One Accident Limit shall mean the maximum amount We will pay in the aggregate in respect of all Insured Persons suffering Accidental Bodily Injury in the same Accident or series of Accidents contributed to, caused by, or consequent upon the same original event.

Bodily Injury shall mean identifiable physical, injury which
i. is caused by an Accident, and
ii. solely and independently of any other cause (except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury) occasions the Death or Disability of the Insured Person within 24 months from the date of the Accident.

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

Crime shall mean any hijack, criminal assault, rape or attempted rape, murder, kidnapping, armed robbery or arson reported to the police and given a case number.

Excess shall mean the first amount or proportion of a loss that You must bear.

Insured Person shall mean any natural person shown in the Schedule as being an Insured Person. Cover applies until the end of the Period of Insurance or the date upon which the Insured Person ceases being Your employee, whichever occurs first.

Medical Expenses shall mean all reasonable expenses for emergency Medical Treatment necessarily incurred by an Insured Person within 24 calendar months of the date of the Accident as a result of that Insured Person sustaining accidental Bodily Injury.

Medical Practitioner shall mean any suitably qualified and registered Medical Practitioner other than a member of the immediate family of an Insured Person.

Medical Treatment shall mean medical, surgical, dental, ophthalmic and hospital treatment.

Period of Insurance shall mean the period shown in the Schedule.

Permanent Total Disability shall mean disablement which totally prevents an Insured Person from working in their usual occupation for You, which lasts twelve months and at the expiry of that period is beyond hope of improvement.

Permanent Disability shall mean those disabilities set out under the Scale of Permanent Disability in the Table of Compensation herein.

Pre-Existing Medical Condition shall mean any condition giving rise to a claim for which, within the 12 consecutive months prior to the Period of Insurance, the Insured Person:

i. has consulted a Medical Practitioner or specialist; or
ii. has received medical treatment or advice; or
iii. or a reasonable person should have sought advice given the manifestation of the symptoms.

Professional Player shall mean any person who earns in excess of 50% of their income from playing sport or who participates in a sport that remunerates them as a means of their livelihood.

Temporary Total Disability shall mean disablement which temporarily prevents an Insured Person from carrying out all parts of their usual occupation for You.

Temporary Partial Disability shall mean disablement which temporarily prevents an Insured Person from carrying out a substantial part of their usual occupation for You.

We / Our / Us means Lombard Insurance Company Limited who is the issuer of this Policy.

You / Your shall mean the Insured company or organisation as shown in the Schedule.

PROVISOS

1. Nothing in this Certificate gives rights to any person other than You. Any extension providing a benefit to any other person other than You does not give any rights of claim to such person, the intention being that You will claim on behalf of such person.

2. Any Compensation We pay for any period of Temporary Total Disability or Temporary Partial Disability or for the reimbursement of Medical Expenses shall be paid in addition to any Compensation We pay for Death or Permanent Disability.

3. Any Compensation We pay for Temporary Total Disability and Temporary Partial Disability shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible and the Insured Person has returned to their usual occupation with You, notwithstanding that Permanent Disability may remain, but shall in any event not be payable for longer than the number of weeks stated in the Schedule.

4. Any Compensation We pay for any period of Temporary Total Disability or Temporary Partial Disability or for the reimbursement of Medical Expenses shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under the terms of the Compensation for Occupational Injuries and Diseases Act, 1993 for Temporary Disablement (partial or total) for the same or a lesser period and/or in respect of Medical Expenses.

5. Any Compensation We pay for any period of Temporary Disability (Partial or Total) shall not exceed the current weekly earnings earned by the Insured Person at the time of the Accident.

6. Any Compensation for the reimbursement of Medical Expenses shall be in excess of any amount that the Insured Person has received or is entitled to receive from any Medical Scheme, Medical Insurer or Statutory Insurance. Only where there exists no relevant Medical Scheme, Medical Insurer or Statutory Insurance or the relevant Medical Scheme, Medical Insurer or Statutory Insurance is not liable, will We pay the full claim excluding the first excess portion.

7. If notwithstanding the provisions of Proviso 6 above, this certificate is required to respond in respect of Medical Expenses, and there exists any other insurance in respect of those Medical Expenses, then We will not be liable to pay or contribute more than Our rateable proportion of any sum payable in respect of the Medical Expenses. If any other relevant insurance is expressed to cover any of the Medical Expenses hereby Insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Contract of Insurance, either in whole or in part, or from contributing rateably, We will not be liable to pay or contribute more than Our rateable proportion of any claim which the Sum Insured bears to the value of the claim.

8. Where amounts recoverable from Us are delayed pending finalisation of any claim, payments on account may, at Our sole discretion, be made to You, subsequent to a Medical Practitioner which we appointed furnishing Us with satisfactory certification.

9. Upon payment of 100% benefit for any one claim in respect of Death or Permanent Disability of an Insured Person the cover provided within the terms and conditions of this Certificate shall be terminated in respect of such Insured Person.

10. If Death is not insured, then no claim shall be payable, other than for Temporary Total Disability, Temporary Partial Disability and Medical Expenses where these are insured in respect of any Accident which would have given rise to a Death claim had that item been covered.

11. Notwithstanding the Sums Insured, Excess, Aggregate Excess, Stop Loss, Indemnity or Compensation Payable, by whatever name such are referred to in this Certificate, are expressed on a VAT exclusive basis, We agree that we will indemnify You over and above such Certificate limits for any VAT obligation You may incur arising out of any claims settlements made hereunder.

12. Any payment We make for Medical Expenses for any one Insured Person in respect of each and every claim shall be in excess of and not reduced by the amount of the Medical Expenses Excess as stated in the Schedule.

TABLE OF COMPENSATION

In the event of Compensation being due under Death (1) Permanent Total Disablement (2) and the Scale of Permanent Disability (3) referred to hereunder as a consequence of any one Accident the maximum amount payable hereunder shall not exceed 100% in total.

The following percentages shall be payable in the event of an Accident resulting in:

		% of Compensation as stated on the Schedule
1.	Death	100%
2.	Permanent Total Disability	up to 100%
3.	Scale of Permanent Disability	
	Permanent and total loss of use of:	
	a. Speech	100%
	b. hearing in both ears	100%
	one ear	30%
	c. one or more limbs	
	at or above the wrist or ankle	100%
	d. one or both eyes	100%
	sight in one or both eyes	100%
	e. four fingers of either hand	70%
	f. thumb, either hand	
	both phalanges	30%
	one phalanx	15%
	g. index finger, either hand	
	three phalanges	15%
	two phalanges	10%
	one phalanx	5%
	h. any other finger, either hand	
	three phalanges	6%
	two phalanges	4%
	one phalanx	2%
	i. toes	
	all on one foot	35%
	great, both phalanges	5%
	great, one phalanx	5%
	other than great, if more than one toe lost, each	5%
	j. Permanent Disability not specified herein shall be calculated at a percentage which is in Our opinion consistent with the above insofar as possible, the occupation of the Insured Person not being taken into consideration.	
4.	Temporary Total Disability	Refer to the Schedule
5.	Temporary Partial Disability	Refer to the Schedule
6.	Medical Expenses	Refer to the Schedule
7.	Critical Illness	Refer to the Schedule

EXCLUSIONS

We will not be liable to pay compensation for Bodily Injury or Medical Expenses:

1. caused by suicide, attempted suicide, or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life) or an Insured Person's own criminal conduct as provided by the common law or by statute;

2. caused as a result of an Insured Person being:

   a. under the influence of drugs or narcotics unless such drugs or narcotics were administered by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the Insured Person), but not in respect of treatment for the abuse of such drugs or narcotics;

   b. in a state of intoxication whilst operating a vehicle. The term "intoxication" shall mean having a blood alcohol concentration (BAC) greater than 0.1g alcohol per 100ml blood at the time whilst operating a vehicle;

3. caused or predominantly contributed to by any Pre-Existing Medical Condition;

4. caused as a result of an Insured Person travelling by air other than as a passenger in a licensed passenger carrying aircraft. This will 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;

5. for persons over 79 years of age;

6. caused as a result of an Insured Person participating in any sport as a Professional Player or racing of any kind involving the use of a power-driven vehicle, vessel or craft;

7. caused as a result of an Insured Person participating in any riot, civil commotion or public disorder;

8. arising directly or indirectly by radioactive contamination;

9. arising directly or indirectly from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, an Act of Terrorism, military or usurped power in which an Insured Person is taking an active part or whilst an Insured Person is on active service with the military, naval, air or police services of any nation;

10. caused or contributed to by an act of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, an Act of Terrorism, military or usurped power involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

If We allege that by reason of exclusion any claim is not covered by this insurance, We must provide justification for Our decision. You shall bear the burden of proving the contrary.

CONDITIONS

1. This insurance shall be governed by the laws of the Republic of South Africa, whose courts shall have exclusive jurisdiction in any dispute arising hereunder.

2. Where anything is to be done or complied with by You or any Insured Person in terms of these conditions and You or an Insured Person fails to do so for any reason, We will have no liability to You in respect of any claim made.

3. You must give notice to Us in writing as soon as practical of any occurrence which may give rise to a claim under this Insurance but in any event, a completed and signed claim form must be

submitted to Us within 180 days of such occurrence coming to the notice of You or the Insured Person. Failure to meet this condition will invalidate the claim.

4. After incurring Bodily Injury for which compensation may be payable under this Certificate, the Insured Person shall, as early as possible place himself under the care of a duly qualified Medical Practitioner and when reasonably required by Us so to do, submit to medical examination and undergo any treatment specified. We will not be liable to make any payment unless this Condition is complied with to Our satisfaction. We will not be liable for any part of any claims which in the opinion of their medical adviser arises from the unreasonable or wilful neglect or failure of the Insured Person to seek and remain under the care of a Medical Practitioner.

5. All certificates, information and evidence required by Us shall be furnished in the form prescribed and without expense to Us. The Insured Person shall submit to medical examinations at Our expense as often as we require in connection with any claim.

6. If any difference shall arise as to the amount to be paid under this Insurance (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 Our liability to make any payment under this Certificate.

7. In the event that We disclaim liability in respect of any claim and an action or suit is not commenced within 12 months after such disclaimer or, in the case of an arbitration having commenced as contemplated above, within 12 months after the arbitrator having made his award, all benefits under this Certificate in respect of such claim shall be forfeited.

8. You and all Insured Persons shall take all reasonable precautions to prevent Accidents and to comply with all statutory requirements and regulations.

9. This Certificate is not assignable. Compensation shall be payable only to You and Your receipt shall effectually discharge Us.

10. No sum under this Certificate shall carry interest.

11. This Certificate may be cancelled at any time by Us giving 31 days notice in writing or by You giving immediate notice. From the date of cancellation, You shall be entitled to a refund premium pro rata for the unexpired Period of Insurance, unless a claim has been paid or is outstanding at the time of cancellation, and always subject to Condition 15.

12. You shall give written notice to Us within a reasonable time of any material change in Your business or of an Insured Person's occupation and shall pay upon Our demand any additional premium We require in consequence thereof.

13. This Certificate shall be voidable in the event of misrepresentation, mis-description or nondisclosure by or on behalf of You on any particular information material to this Insurance.

14. Any fraud, concealment, or deliberate mis-statement by an Insured Person, if unknown to You, either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question and all claims hereunder by that Insured Person whether related to the fraud, concealment or deliberate mis-statement shall be forfeited, as well as any relevant premium. Any such fraud, concealment, or deliberate mis-statement by or known to You shall render the whole Insurance null and void and all claims hereunder whether related to the fraud, concealment or deliberate mis-statement shall be forfeited as well as any premium You paid.

15. Premium is payable on or before the inception date or renewal date as the case may be. We shall not be obliged to accept premium tendered to Us or any intermediary after such date but may do so upon Our sole discretion.

16. If the premium is calculated on estimates supplied by You, You must maintain an accurate record containing all relevant particulars to which We shall have the right of access. You shall furnish such information, in writing, within a reasonable period after expiry of the Period of Insurance and the premium shall be adjusted accordingly.

    The estimates and declaration of Annual Earnings on which the premium is based shall include all items of remuneration which falls under the definition of Annual Earnings. In the event that such allowances are not included in the estimated or declared earnings these amounts will not be included in the computation of any claim.

    If the premium for any section of this Certificate has been calculated on any estimated figures, You must, after the expiry of each Period of Insurance, furnish Us, in writing, with such particulars and information as We may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to You as the case may be.

17. We shall not be deemed to provide cover nor shall We 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 Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

EXTENSIONS

1. **Emergency Medical Assistance Services**

   All Insured Persons have access to the Emergency Medical Assistance Services provided by Medical Services Organisation (MSO).

   In the event of an Insured Person experiencing any medical emergency during the Period of Insurance, MSO can be contacted 24 hours a day, 7 days a week, anywhere in the world.

   MSO can be accessed by phoning + 27 11 259 5462 (reverse charges are accepted) or by e-mailing them on lombard@mso.co.za.

   This service may be utilised at any time in order to access experienced personnel and case managers, who will help to:

   - Provide Emergency medical assistance
   - Medical referral to most appropriate local facility
   - Medical evacuation by road or air ambulance
   - Repatriation and patient transfer
   - Repatriation of mortal remains
   - Hospital guarantees
   - Cost containment (especially in the USA & Africa)
   - Major incident management

Note: In the event of Illness or Bodily Injury not covered by this insurance, We cannot indemnify You but You and the Insured Person will still have access to the Emergency Medical Assistance Services provided by MSO.

2. **Emergency Medical Evacuation & Repatriation of Mortal Remains**

If the Medical Expenses benefit is insured, and in the event of, and as a direct result of accidental Bodily Injury to an Insured Person, we will indemnify You for the reasonable Emergency Medical Evacuation costs incurred to transport the Insured Person to the nearest adequate medical facility, if MSO or a qualified Medical Practitioner certifies that the Insured Person requires the Emergency Medical Evacuation.

If the Death benefit or Medical Expenses benefit is insured, and in the event of, and as a direct result of accidental Bodily Injury to an Insured Person which results in death, We will indemnify You for the reasonable costs to repatriate their mortal remains to their normal country of domicile.

Our total liability under this extension is limited to R350,000 per person.

3. **Disappearance**

If an Insured Person disappears during the Period of Insurance and their body is not found within one year after their disappearance, and We are furnished with sufficient evidence that leads Us inevitably to the conclusion that the Insured Person sustained accidental Bodily Injury and that such injury caused their death, We will forthwith pay the death benefit under this insurance provided that You sign an undertaking to refund Us such sum if the Insured Person is subsequently found to be living.

4. **Life Support**

Notwithstanding anything contained in the defined benefits of this Certificate, the 24 month period stated therein shall not include any periods where the death of an Insured Person is delayed solely by the use, for periods of not less than 3 consecutive days, of life support machinery, equipment, or apparatus.

5. **Life Support Equipment**

We will pay reasonable costs and expenses, incurred by an Insured Person as a result of accidental Bodily Injury, in respect of hire costs for life support machinery, equipment or apparatus, provided that Our liability is limited to R100,000 any one Insured Person for each and every claim.

6. **Non-Medical Expense Cover as a Result of Hospitalisation**

In the event of an Insured Person being admitted to a hospital as an in-patient as a result of accidental Bodily Injury, (before or after diagnosis), We will pay You on behalf of the Insured Person R1,000 for each consecutive day in the Hospital up to a maximum of 7 days but only payable from day 1 of hospitalisation after a period of hospitalisation of 3 days has elapsed.

Exclusions

We will not pay any Hospital Cash benefit resulting from or due to:

a. treatments for nervous or mental problems whatever their classification;
b. rest cures of any kind and all stays in long term institutions including but not limited to retirement homes, rehabilitation or convalescence centres and centres of detoxification;
c. investigations, operations or treatment of a purely cosmetic nature;
d. pregnancy or giving birth;
e. hospitalisation later than 90 days after the date of the Bodily Injury.

If We allege that by reason of exclusion any claim is not covered by this insurance, We must provide justification for Our decision. You will bear the burden of proving the contrary.

7. **Unconsciousness**

In the event of an Insured Person sustaining a Bodily Injury which results in continuous unconsciousness of the Insured Person, We will pay You 50% of the Hospital Confinement Benefit for each day of continuous unconsciousness, up to a maximum of R3,500. This benefit will be paid in addition to any amount paid under the In Hospital benefit.

8. **Abduction / Hijacking / Kidnapping**

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

If the Temporary Total Disability benefit is insured, We will regard the Abduction, Hijacking or Kidnapping of an Insured Person as a claim for Temporary Total Disability provided that:

a. Our liability is limited to the period of the Abduction, Hijacking or Kidnapping or 12 weeks, whichever is the lesser;
b. no compensation shall be payable if any member of the Insured Person's family and/or relative is involved in the Abduction, Hijacking or Kidnapping as a principal or accessory.

9. **Terminal Expenses**

In the event of a claim being payable under Death in the Table of Compensation We will in addition, pay the reasonable and necessary expenses incurred in preparing and interning or cremating a deceased Insured Person, including the cost of stonework and urns, up to a limit of R15,000 per Insured Person.

10. **Relocation Costs**

In the event that it is necessary to replace a deceased or permanently disabled Insured Person for whom a valid claim is admitted hereunder, We will indemnify the Insured for:

a. the relocation costs in respect of the replacement and his/her family, furniture and pets; and
b. 75% of the actual loss caused following the forced sale of the replacement person’s private dwelling subject to such loss being determined by an impartial valuer We appointed and paid;

provided that the replacement must relocate more than 100 kilometres from the Insured Person's previous residence and provided that the claim is a valid claim hereunder.

Our liability under this Extension shall not exceed R50,000 per Insured Person.

11. **Claims Preparation Costs**

The Insurance provided by this Certificate is extended to include reasonable and necessary costs incurred by You in respect of obtaining relevant documentation We request for the claim up to R35,000 in respect of any one claim.

12. **Mobility**

In the event that We admit a claim for Permanent Total Disability or Permanent Disability, and as a direct result of that Disablement the Insured Person is permanently dependent on a wheelchair, We will, in addition to any amount payable for Permanent Total Disability or Permanent Disability, reimburse You on behalf of the Insured Person for:

a. a self-propelled wheelchair, and/or
b. the modification of the controls to the Insured Person's motor vehicle, and
c. if necessary, the fitting of a wheelchair loading equipment and/or alterations to the Insured Person's residence to facilitate the use of such wheelchair.

Our liability under this Extension shall not exceed R150,000 per Insured Person.

13. **Rehabilitation and Up-Skill Benefit**

In the event that We admit a claim for Permanent Total Disability, we will reimburse You for up to 80% of the reasonable expenses incurred to retrain the Insured Person for an alternative occupation within 6 months from the date of the Accident, up to a maximum liability of R150,000 per Insured Person.

14. **Disfigurement**

The Permanent Disability definition is hereby extended to include Bodily Injury resulting in Permanent Disfigurement of:

a. the head and neck - Provided the total area affected exceeds 20% of the total area of the head and neck.
   Benefit - A percentage of the compensation in direct proportion to the area affected.
b. the hands - Provided the total area affected exceeds 20% of the total area of the hands.
   Benefit - A percentage of the compensation in direct proportion to the area affected but limited to a maximum of 50%.
c. all other areas of the body - Provided the total area affected exceeds 5% of the total area of the body.
   Benefit - A percentage of the compensation in direct proportion to the area affected but limited to a maximum of 50%.

Notwithstanding the limitations stated in a, b and c above, in the event of serious Permanent Disfigurement, We may, at Our sole discretion, pay You an additional sum which in Our sole opinion is not inconsistent with the degree of Disfigurement and its consequential disability.

The benefits payable in terms of a, b and c above shall apply independently and can be cumulative, but Our overall liability for Permanent Disability and Permanent Disfigurement resulting from any one Accident in respect of any one Insured Person shall be limited to 100% of the Compensation provided for under Permanent Disability in the Table of Compensation.

15. **Trauma Extension**

In the event of an Insured Person being a victim of an unprovoked Act of Violence or Traumatic Event and being traumatised to the extent that a Professional Counsellor is recommended, We will reimburse the reasonable and necessary expenses of counselling fees incurred up to R750 per visit up to a maximum of R25,000 per Insured Person and the Insured Person's Immediate Family Members during the Period of Insurance.

Definitions

a. Act of Violence shall mean an unlawful act of deadly force or threat of deadly force by a person or persons unknown to the Insured Person;
b. Traumatic Event shall mean an accidental experience that causes physical, emotional or physiological distress or harm. Includes cover for a person who witnesses an event in the course of employment;
c. Immediate Family Members shall mean spouse, mother, father, mother-in-law, father-in–law, son, daughter, brother or sister;
d. Professional Counsellor shall mean a registered clinical psychologist, psychiatrist and/or social worker registered with the South African Council of Social Workers and/or the Medical Board or any similar recognised medical association.

Conditions

a. An Insured Person shall exercise all reasonable precautions to avoid being a victim of an Act of Violence or Traumatic Event;
b. No cover shall apply under this extension unless the Act of Violence has been reported to the police and We are provided with a copy of the police report;
c. No cover under this extension is provided for the main Certificate benefits for Immediate Family Members.

16. **Search & Rescue**

At Our sole discretion We will, in addition, pay You reasonable search and rescue costs incurred as a result of, or in order to prevent Bodily Injury to an Insured Person provided that:

a. in the event of an Insured Person being found in circumstances which are unlikely to result in Bodily Injury there shall be no Compensation hereunder and any amounts We paid shall be refunded to Us;
b. Our liability under this extension in respect of any one Insured Person shall not exceed R100,000 (R500,000 aggregate per annum).

17. **Temporary Drivers**

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

a. such costs will be payable in addition to any amount paid for under Temporary Total Disability;
b. such costs will be limited to R2,000 per week or the Temporary Total Disability benefit applicable to such Insured Person, whichever is the lesser;
c. such costs will be limited to a maximum payment period of 6 months from the date the Insured Person returns to their usual occupation;
d. Our maximum liability under this extension in respect of any one Insured Person shall not exceed R25,000;
e. this extension will only apply if the Insured Person, prior to the Accident, usually drove a vehicle to and from work.

18. **Childcare Extension**

In the event of Bodily Injury to:

a. an Insured Person's child resulting in disability which requires regular care and attendance;
b. an Insured Person or his/her spouse resulting in disability which prevents care being given to the child;

We will pay to You on behalf of the Insured Person an amount of R300 per day during the period of such disability, provided that We will:

a. not be liable for the first 7 days of each and every claim;
b. only be liable for a maximum period of 28 days, and no longer, in respect of each and every claim;
c. only be liable for a maximum of R15,000 in respect of any Insured Person in any one 12 month 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;
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.

19. **Family / Domestic Medical Expense**

In the event of Bodily Injury to any spouse, dependent child under the age of 18 and permanently living at the Insured Person's home address or domestic employee of an Insured Person (referred to in this extension as such person) as a result of a motor vehicle Accident whilst such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by You, We will reimburse any consequent Medical Expenses incurred by such person provided that:

a. the maximum amount We will pay is R50,000 in respect of each and every claim;
b. We will not be liable for the first R250 of each and every claim;
c. We will only be liable for any amounts in excess of amounts paid or payable under any other insurance or under any medical aid scheme;
d. if the Operative Time under this Certificate is restricted to apply to business hours only, this extension does not apply.

20. **Passive War and Terrorism Extension**

Notwithstanding anything contained herein to the contrary this Certificate is extended to cover an Insured Person against Bodily Injury caused by or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or any Act of Terrorism provided that the Insured Person is not taking an active part therein. However this extension does not cover any such claims caused or contributed to by the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of contributory cause(s).

21. **Crime Extension**

In the event of an Insured Person's Death, Permanent Total Disability or 100% Permanent Disability as a direct result of a Crime being committed against the Insured Person, We will pay an additional 10% of the Insured Person's Death, Permanent Total Disability or Permanent Disability (as per table of compensation – 3 scale of permanent disability) benefit up to a maximum of R50,000.

22. **Seat Belt Extension**

We will pay an additional 10% of an Insured Person's Death, Permanent Total Disability or 100% Permanent Disability benefit (as per table of compensation – 3 scale of permanent disability), up to a maximum of R50,000 per Accident per Insured Person, provided that the Insured Person was wearing a properly fastened, original, factory-installed seat belt while operating or travelling as a passenger in a motor vehicle when the Accident causing the Death, Permanent Total Disability or Permanent Disability occurred. 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).

23. **Quadriplegia**

In the event of an Insured Person's Permanent Total Disability or Permanent Disability to the extent that the Insured Person is declared a quadriplegic, We will pay an additional 25% of the Insured Person's Permanent Total Disability or Permanent Disability benefit up to a maximum of R1,000,000.

24. **Paraplegia**

In the event of an Insured Person's Permanent Total Disability or Permanent Disability to the extent that the Insured Person is declared a paraplegic, We will pay an additional 10% of the Insured Person's Permanent Total Disability or Permanent Disability benefit up to a maximum of R500,000.

25. **Blood Transfusion**

Should an Insured Person require a blood transfusion as a result of the Accident, We will pay up to R100,000 in excess of Medical Aid contributions.

26. **Accidental HIV Infection**

If during the Period of Insurance, the Insured Person suffers an Accident which directly results in the Insured Person being first Diagnosed as "HIV Positive" as defined below as a direct result of Bodily Injury occurring whilst the Insured Person is carrying out their duties in connection with their occupation then We agree to pay to You a lump sum benefit of R100,000 after the total claim has been substantiated.

Definitions

a. Accidental Contact shall mean any unintentional contact of the Insured Person's ruptured or broken skin or mucous membranes with the blood or bodily fluids of a third party whilst the Insured Person is carrying out their occupational duties.
b. Diagnosed shall mean the identification of a specific illness/disease. This identification must result from the relevant tests defined below.
c. HIV shall mean the Human-Immuno Deficiency Virus.
d. HIV Positive shall mean the Insured Person has undergone diagnostic testing under the directions of a medical practitioner for HIV antibodies, which are then sent immediately to a duly accredited laboratory of the National Pathology Group for testing in accordance with both World Health Organisation testing strategy III (3 ELISA protocol) and for Blood Grouping and World Health Organisation testing strategy Western Blot Test. The results of these procedures must prove positive.
e. Initial Test shall mean a blood sample taken from the Insured Person within 24 hours of the Accidental Contact and tested in accordance with the procedures stated in the HIV Positive definition.
f. Second Test shall mean a blood sample taken from the Insured Person within 90 days of the Accidental Contact and tested in accordance with the procedures stated in the HIV Positive definition.
g. Third Test shall mean a blood sample taken from the Insured Person within 180 days of the Accidental Contact and tested in accordance with the procedures stated in the HIV Positive definition.

Claims Procedure

In the event of an Accident which results in Bodily Injury the Insured Person must follow the below claims procedure:

1. The Insured Person must undergo an Initial Test, made by a registered medical practitioner in accordance with laboratory and clinical criteria, within 24 hours of the Accident.
2. At the time of the Initial Test the Insured Person must inform the registered medical practitioner that they must arrange for the sample to be stored at the testing laboratory with a label which provides for ready identification that the sample was taken from the Insured Person. The sample must be stored for a minimum period of six months.
3. The Insured Person must advise Your insurance broker of the medical facility conducting the test within 24 hours following the Accident or as soon as possible if the Accident occurs over a weekend or public holiday.
4. The Insured Person must make an official report giving full details of the Accident to their broker within 7 days.
5. Immediately upon receipt of the results of the Initial Test the Insured Person must submit these results to Your insurance broker and confirm that the results are in respect of the Insured Person who is the subject of the potential claim.
6. If the Initial Test shows a HIV Positive result, the Insured Person contracted HIV prior to the said Accident and thus no claim can be made.
7. If the Initial Test shows a negative result the Insured Person must within 90 days of the Accident submit to a Second Test, if this should also show a negative result a Third Test must be undertaken within a further 90 days.
8. Immediately upon receipt of the results of the Second Test and, where applicable the Third Test, the Insured Person must send the results to Your insurance broker and affirm that they are in respect of the Insured Person who is the subject of the potential claim.
9. If the Second Test or Third Test shows a HIV Positive result, the Insured Person contracted HIV as a direct result of the said Accident and thus a claim can be made.

Conditions

1. A condition of this Certificate is that the above Claims Procedure must be followed in the event of a potential claim.
2. We shall have the right to have the Insured Person examined and tested at Our expense by a licensed physician to confirm that the Insured Person is HIV Positive.
3. Written proof of loss must be furnished to Us within 45 days of the date of the Insured Person being Diagnosed as HIV Positive. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, no later than ninety days from the time proof is otherwise required.
4. The Insured Person as may be reasonably required shall submit and so far as within his power cause all other persons to submit to examination under oath by any person named by Us relative to any and all matters in connection with a claim, at such reasonable time and place as We may designate. The Insured Person agrees to do everything within reason to comply with the foregoing. No such examination under oath or examination of records, nor any other act by Us in connection with the investigation of any loss or claim under the Certificate, shall be deemed a waiver of any defence which We might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to Our liability.

Exclusions

We will not be liable to pay compensation for Bodily Injury:

1. to Insured Persons with HIV that was Diagnosed and made aware to the Insured Person prior to the Period of Insurance.
2. to Insured Persons where infection manifests itself after a negative test result at 6 months has been obtained.

If We allege that by reason of exclusion any claim is not covered by this insurance, We must provide justification for Our decision. You shall bear the burden of proving the contrary.

27. **Critical Illness** (Applicable only if stated in the Schedule to be included)

In the event of an Insured Person being first diagnosed, by a duly qualified Medical Practitioner and supported by clinical radiological histological and laboratory evidence acceptable by Us, during the Period of Insurance, as having a Critical Illness, We will pay the compensation as stated in the Schedule up to but not exceeding the Maximum Liability as stated in the Schedule per Insured Person.

Provided that:

a. the symptoms of such diagnosis did not manifest themselves prior to the Period of Insurance;
b. We will not pay for more than one Critical Illness per Insured Person;
c. should We pay any claim under this Extension the cover provided by this Extension shall cease in respect of such Insured Person.

Definitions

Critical Illness shall mean disease or incapacity, as specified below under Covered Illnesses, of the Insured Person, the symptoms of which first appear and are first diagnosed during the Period of Insurance.

Covered Illnesses

a. **Blindness (Loss of Sight)**: Total and irreversible loss of sight in both eyes as a result of Accident or Sickness. The blindness must be confirmed by an ophthalmologist.

b. **Heart Attack**: The death of a significant portion of the heart muscle due to inadequate blood supply as evidenced by an episode of typical chest pain, new electrocardiographic changes and by elevation of cardiac enzymes.

c. **Chronic Coronary Heart Disease**: Open bypass surgery or open surgical treatment of coronary disease. This excludes angioplasty and any other inter-arterial procedures.

d. **Stroke**: A cerebrovascular incident resulting in permanent neurological damage. Transient Ischaemic Attacks are specifically excluded.

e. **Cancer**: A malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. This includes leukaemia (lymphomas and Hodgkin's Disease) but excludes non-invasive cancer-in-situ, tumours in the presence of HIV and any skin cancers other than invasive malignant melanoma.

f. **Kidney Failure**: End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis must be instituted.

g. **Major Organ Transplant**: Human to human organ transplant from a donor to the Insured Person of one or more organs being kidney, heart, lung or pancreas or bone marrow.

h. **Multiple Sclerosis**: The definite occurrence of Multiple Sclerosis. The diagnosis must be supported by all of the following:

   i. investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis; and
   ii. multiple neurological deficits which occurred over a continuous period of at least 6 months; and
   iii. well documented history of exacerbations and remissions of said symptoms and neurological deficits.

   Other causes of neurological damage such as SLE and HIV are excluded.

i. **Paralysis (loss of use of limbs)**: Total and irreversible loss of use of at least two entire limbs due to disease. This condition must be confirmed by a senior neurologist.

j. **Coma**: A state of unconsciousness with no reaction or response to external stimuli or internal needs persisting continuously with the use of a life support system which must include the use of a respirator for a period of at least 96 hours. Permanent neurological deficit must be present. Coma resulting directly from alcohol or drug abuse is excluded.

k. **Muscular Dystrophy**: The diagnosis of muscular dystrophy requiring confirmation by a consulting neurologist, and such will have to be based on a combination of 3 out of 4 of the following:

   i. family history of other affected individuals;
   ii. clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;
   iii. characteristic electromyogram;
   iv. clinical suspicion confirmed by muscle biopsy which confirms the diagnosis of muscular dystrophy.

l. **Chronic Liver Disease**: The end stage liver failure as evidenced by all of the following:

   i. permanent jaundice; and
   ii. ascites; and
   iii. hepatics encephalopathy.

   Liver disease secondary to alcohol or drug abuse is excluded.

m. **Loss of Hearing**: The totally irreversible loss of hearing of all sounds as a result of acute illness. Medical evidence will confirm audiometric and sound-threshold tests.

n. **Loss of Speech**: The total and irrecoverable loss of the ability to speak which must be established for a continuous period of 12 months. Medical evidence will confirm disease to the vocal chords. All psychiatric related causes are excluded. Loss of speech means the inability to make a comprehensible word or understandable verbal language.

o. **Parkinson's Disease**: The unequivocal diagnosis by a consulting neurologist where the following conditions exist:

   i. the disease cannot be controlled with medication; and
   ii. the disease shows signs of progressive impairment; and
   iii. activities of daily living assessment confirms the inability of the Insured Person to perform without assistance 3 or more of the following: bathing, dressing, using the lavatory, eating and the ability to move in or out of bed or chair.

   Only Idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinson's Disease are excluded.

Exclusions

We will not pay a claim:

a. where the Insured Person is under 18 or over 60 years of age at the date of the first diagnosis;
b. in any way caused or contributed to by

   i. alcohol, drugs or narcotics unless administered to the Insured Person or prescribed by and taken in accordance with the direction of a duly qualified Medical Practitioner (not being the Insured Person);
   ii. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
   iii. any Critical Illness resulting from a Pre-Existing Medical Condition;
   iv. congenital anomalies;
   v. childbirth or from pregnancy;
   vi. surgery or medical treatment;

c. where the Insured Person does not survive for more than 30 days from the date of first diagnosis.

If We allege that by reason of exclusion any claim is not covered by this insurance, We must provide justification for Our decision. You will bear the burden of proving the contrary.

28. **Political Evacuation** (*Applicable only if stated in the Schedule to be insured)

In the event of Political Evacuation occurring during the Period of Insurance, We will reimburse You for Evacuation and Repatriation Costs incurred due to Political Evacuation. In addition, We will also pay You or the Insured Person R500 in respect of Expenses, per Insured Person per day for a maximum of 30 days or until the Insured Person has returned to their Home Country, whichever is the shorter.

The maximum We will pay under this extension is R150,000 per Insured Person and R1,000,000 in the aggregate per any one Insured Event and in the annual aggregate for Evacuation and Repatriation Costs and Expenses.

Definitions

a. **Advisory shall mean** a formal recommendation of the Appropriate Authorities that the Insured Person should leave the Host Country or that a class of persons which include an Insured Person leave the Host Country.

b. **Appropriate Authorities shall mean** any legally empowered regulatory, governmental or local authority of the Home Country.

c. **Evacuation and Repatriation Costs shall mean** transportation costs incurred by You or the Insured Person for the emergency evacuation of the Insured Person following an Insured Event to the nearest place of safety or for the repatriation of the Insured Person to their Home Country.
Evacuation and Repatriation Costs will be paid once per Insured Person per Insured Event.

d. **Expenses shall mean** the cost of accommodation, transportation, food and any other reasonable and necessary expenses up to a maximum of thirty days.

e. **Home Country shall mean** the country of citizenship of the Insured Person and/or the country of Your registered head office.

f. **Host Country shall mean** any countries in which an Insured Person is located.

g. **Insured Event shall mean** any occurrence described under Political Evacuation.

h. **Political Evacuation shall mean** Political or military events involving a Host Country such that the Appropriate Authorities issue an Advisory ordering the departure of all Home Country governmental personnel in nonemergency positions and their dependents from the Host Country, or such that You receive direct instructions or recommendation to evacuate from the Appropriate Authorities. All such interrelated contingencies will be considered a single event hereunder, and all losses arising therefrom will be considered a single loss. All acts or events having a common cause (including continuous or repeated exposure to conditions) or perpetrated or instigated by any person, group or collaborating groups will be treated as interrelated contingencies.

Exclusions

We will not pay a claim:

a. arising from or attributable to an alleged violation of the laws of the Host Country by You or by an Insured Person;
b. if immediately prior to the time of travel, travel to the Host Country is against the recommendation or advice of the Appropriate Authorities;
c. which results from failure of You or an Insured Person to possess and maintain the required and duly authorised documents, visas and/or work permits; unless We determine at Our sole discretion that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at Your or an Insured Person's expense;
d. arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause on the part of You or Insured Person;
e. arising from or attributable, in whole or in part, to non-compliance by You or an Insured Person with any obligation specified in a contract or license or failure by You or an Insured Person to provide bond or other security because of any liability assumed by You or an Insured Person under any contract, whether written or oral, unless Our specific consent hereto is endorsed on this policy or prior to an Insured Event;
f. arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority;
g. if an Insured Person is a citizen of the Host Country.

If We allege that by reason of exclusion any claim is not covered by this insurance, We must provide justification for Our decision. You will bear the burden of proving the contrary.

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