

Personal Accident Insurance Policy

This is to certify that in accordance with the authorisation granted to

SHA Risk Specialists, a division of Santam Ltd
(The “Underwriter”)

by

SANTAM LIMITED
(The “Insurers”)
(Reg. No.1918/001680/06 and FSP No. 3416)

and in consideration of, and conditional upon, the prior payment of the Premium by or on behalf of the Insured and receipt thereof by or on behalf of the Insurers, the Insurers are hereby bound to insure in accordance with the terms, Exclusions, Conditions and limitations contained herein or endorsed hereon.

The Insurance Contract is conditional upon and will only come into effect following payment of the Premium by the Insured and the receipt thereof by or on behalf of the Insurers.

1. Insuring Clause

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

2. Permanent Disability

2.1 "Permanent Disability" shall mean –

	Compensation
a) loss by physical separation at or above the wrist or ankle of one or more limbs	100%
b) permanent and total loss of whole eye, sight of eye, sight of eye except perception of light	100%
c) permanent and total loss of hearing:-	
i) both ears	100%
ii) one ear	25%
d) permanent and total loss of speech	100%
e) injuries resulting in Permanent Total Disability from following usual occupation and any other equivalent occupation for which the Insured Person is fitted by education, knowledge or training	100%
f) loss of four fingers	70%
g) loss of thumb:-	
i) both phalanges	30%
ii) one phalanx	15%
h) loss of finger:-	
i) three phalanges	15%
ii) two phalanges	10%
iii) one phalanx	5%
i) loss of metacarpals:-	
i) first or second (each metacarpal)	3%
ii) third, fourth or fifth (each metacarpal)	2%
j) loss of toes:-	
i) all on one foot	30%
ii) great, both phalanges	10%
iii) great, one phalanx	5%
iv) other than great, if more than one toe lost, each	5%
k) permanent disfigurement of:-	
i) the head and neck, provided the total area affected exceeds 20% of the total area of the head and neck	A percentage of 100% compensation in direct proportion to the area affected
ii) the hands, provided the total area affected exceeds 20% of the total area of the hands	
iii) all other areas of the body, provided that the total area affected exceeds 5% of the total area of the body	

2.2 Memoranda

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

3. Definitions

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

1. "Accident/Accidental" shall mean any sudden, unexpected, unusual, specific, visible, violent and fortuitous event that occurs at an identifiable time and place which directly and independently of any other cause results in Bodily Injury as defined. Accident/Accidental shall also mean "Detention" as herein defined.
2. "Acquired Immune Deficiency Syndrome or AIDS" shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a sero-positive test for HIV.
3. "An Act of Terrorism" includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.
4. "Act of Violence" shall mean an assault, robbery, rape, kidnapping or armed car hijack
5. "Annual Earnings" shall mean the annual basic rate of pay or basic salary allowed by the Insured to the Insured Person at the time of Accidental Bodily Injury, unless otherwise specifically defined and declared by the Insured and noted accordingly on the Policy Schedule
6. "Average Weekly Earnings" shall mean one fifty-second part of Annual Earnings.
7. "Basis of Cover" shall mean the Basis of Cover as stated in the Compensation Schedule. One of the following options will apply per Category (should more than 1 Category be noted) and their meanings are:
 - a) "24 hour, 7 day a week basis" means this Policy applies in respect of Accidental Bodily to an Insured Person all day, seven days a week.
 - b) "Business Hours Limitation" means this Policy applies in respect of Accidental Bodily Injury to an Insured Person arising only from and in the actual course of his employment with the Insured.
 - c) "Business Hours plus Commuting Limitation" means this Policy applies in respect of Accidental Bodily Injury to an Insured Person arising only from and in the course of his employment with the Insured including travelling to and from work in a direct and timeous manner.
 - d) "Employee Assist" means this Policy applies in respect of Accidental Bodily Injury occurring solely within the borders of the Republic of South Africa and only to an Insured Person who qualifies for benefits under 'The Occupational Injuries and Diseases Act No.130 of 1993 of RSA' (COIDA) arising from and in the course of his employment with the Insured.

Where this Basis of Cover applies:

 - i) Policy Extensions do not apply.
 - ii) any compensation payable by Insurers for any period of Temporary Total Disability shall be reduced by an amount equal to the compensation received or receivable by or on behalf of the Insured Person under COIDA for temporary total disability, as defined within the Act, for the same or a lesser period.

8. "Bodily Injury" shall mean bodily injury caused by an Accident and shall include bodily injury attributable to or caused by starvation, thirst and exposure to the elements as a result of an Accidental occurrence.
9. "Deductible" shall mean the first amount or proportion of Compensation borne by the Insured Person, determined either as a fixed monetary amount or by consideration of a predetermined elapsed period of time, that would otherwise be payable by Insurers. Payments by Insurers shall be in excess of and not be reduced by the amount of the Deductible. Deductibles are stated in the Schedule of Benefits and Compensation.
10. "Detention" shall mean the detention under duress of an Insured Person other than for reasons of:-
 - a) engaging (or being alleged that Insured Person is engaging) in any political activity against the de jure or de facto Government of the country where Detention occurs;
 - b) failure to possess requisite visas, work permits or associated documents;
 - c) criminal activity (or any allegation thereof);
 - d) debt, insolvency, commercial failure, failure to provide bond or security or other financial loss.
11. "Event" shall mean all Accidental Bodily Injury sustained by any or all Insured Persons directly occasioned by one specific common cause, such common cause having both a duration not exceeding 72 hours and a geographic radius not exceeding 100 kilometres, subject to the amount stated in the Schedule.
12. "Emergency Expense Shortfall" shall mean costs, unless recoverable from any other source (including without limitation any amount recoverable by the Insured from the Road Accident Fund or received or receivable by or on behalf of the Insured Person under any occupational injury compensation enactment or recovered from the Insured Person's Medical Savings Account or reimbursed by a Medical Scheme), costs and expenses necessarily incurred within 24 months of the date of Accidental Bodily Injury for each Insured Person, in respect of artificial aids, prostheses, medical, surgical, dental, optical, nursing home or hospital treatment as well as supplies necessarily incurred within 24 months from the date of, and as a result of, Accidental Bodily Injury.
13. "Franchise" shall mean that no compensation is payable where the loss does not exceed the Franchise amount, pre-determined either as a fixed monetary figure or by consideration of an elapsed period of time but is payable in full where the loss equals or exceeds the Franchise. The Franchise amount is stated in the Schedule of Policy Extensions
14. "Hospital" shall mean 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.
15. "Immediate family" shall mean:-
 - a) Spouse which shall include a common law partner;
 - b) the Insured Person's dependent children who are not in full-time employment and who are between the ages of 3 months and 19 years (or under the age of 25 years provided they are in full-time education), unmarried, not pregnant, without children and primarily dependent on the Insured Person for maintenance and support.
16. "Permanent Partial Disability" shall mean Accidental Injuries resulting in respect of physical severance or loss of use of a specific part of the body as more specifically stated under section 2 above (Permanent Disability), and which are not deemed to be 100% Disabilities
17. "Permanent Total Disability" shall mean Accidental Injuries resulting in total inability from following usual occupation or any other equivalent occupation for which the Insured Person is fitted by education, knowledge or training or in respect of physical severance or loss of use of a specific part of the body as more specifically stated under section 2 above (Permanent Disability)
18. "Professional Player"
Any natural person who is partly or wholly remunerated for participation in a sport as a means of livelihood.
19. "Quadriplegia" shall mean Permanent and total paralysis of all limbs.

20. "Temporary Total Disability" shall mean Total and absolute incapacity from attending to the Insured Person's usual business or occupation. Insurers will not be liable for any compensation for Temporary Total Disability during the number of weeks stated in the Compensation Schedule as Deductible.
21. "Temporary Partial Disability" shall mean incapacity from attending to a substantial part of the Insured Person's usual business or occupation. Insurers will not be liable for any compensation for Temporary Partial Disability during the number of weeks stated in the Compensation Schedule as Deductible.
22. "Traumatic Event"
An Accidental experience by the Insured Person that causes physical, emotional or psychological distress or harm to the Insured Person.

4. Provisos

It is declared and agreed that:-

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

5. Exceptions / Exclusions

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

1. while engaging in flying as pilot or member of the aircrew. This exception does not apply to Insured Persons engaging in ballooning, hang-gliding, paragliding and parachuting, provided that such activities are solely for social and/or pleasure purposes and not of a competitive nature or for reward;
2. caused by the Insured Person's suicide or intentional self-injury;
3. caused solely by an existing physical defect or other infirmity of the Insured Person;
4. as a result of the influence of drugs or narcotics upon the Insured Person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
5. for Bodily Injury to the Insured Person arising whilst the Insured Person is driving or operating any motorised or mechanically operated vehicle under the influence of alcohol. For the purposes of this exception the term "under the influence of alcohol" means having a Blood Alcohol level Concentration greater than the statutory limit at the time of the Accident;
6. caused by the Insured Person's participation in any riot or civil commotion;
7. as a result of the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured Person's own criminal act;
8. while participating in sport as a Professional Player;
9. directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission;
10. or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the edicts, recorded principles, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.
11. arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped powers.
12. caused by pandemic or epidemic provided that this exception shall not operate so as to exclude claims arising as a direct result of an Accident.

6. Automatic Extensions (these Extensions do not apply if the Basis of Cover is "Employee Assist")

1. Abduction, Hi-jacking or Kidnapping

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

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

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

2. Accident Expert

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

3. Active Military Service

The cover provided by this Policy is extended to apply while an Insured Person is on active military service, acting for and on behalf of the Republic of South Africa, provided that the Insurers' liability in respect of this extension is limited to R1 000 000 any one Insured Person and R3 000 000 any one Event

4. Additional Death Benefit

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

5. Alcohol Related Motor Vehicle Accidents

Exception 5 is waived, subject to the maximum compensation of 20% of the Limit per Insured Person and subject further to a maximum compensation of R500,000 per Individual Insured Person.

6. Blood Transfusion

If blood transfusion/s become/s necessary to sustain life of an Insured Person who has suffered Accidental Bodily Injury, Insurers will pay reasonable costs and expenses incurred to administer the blood transfusion/s provided that

- a) Insurers will only be liable for amounts in excess of amounts paid or payable under any other policy of insurance, amounts equal to the compensation received or receivable by or on behalf of the Insured Person under any occupational injury compensation enactment or the Road Accident Fund and costs reimbursed by a Medical Scheme.
- b) Insurers will not be liable to reimburse disbursements from a medical savings account nor for amounts rejected by a Medical Scheme.
- c) the liability of Insurers shall not exceed the amount stated in the Schedule of Policy Extensions.

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

8. Claims Preparation Costs

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

9. Crime

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

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

10. Disappearance

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

11. Emergency Transportation/Rescue Costs

The Insurers will reimburse costs and expenses necessarily incurred for:-

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

12. Family / Domestic Workers Emergency Expense Shortfall

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

- a) 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;
- b) Insurers will not be liable for the Deductible, as stated in the Schedule of Benefits and Compensation, in respect of each and every claim;
- c) Insurers will only be liable for any amounts in excess of amounts paid or payable under any other policy of insurance or under any medical aid scheme;
- d) if the Business Hours Limitation is applicable, this extension does not apply.

13. Flying Risks

Policy Exclusion 1 is waived to allow cover to apply whilst an Insured Person is piloting a single engine aircraft solely for social and pleasure purposes and not of a competitive nature or for reward, and provided that the liability of Insurers in respect of each claim shall not exceed the amount stated in the Schedule of Policy Extensions.

14. HIV/AIDS Accidental Exposure

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

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

Specific Conditions

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

Anti Retroviral Virus (ARV) Assist

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

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

15. HIV Lump Sum Benefit

Where an Insured Person has followed all procedures under Extension 14 and has received their ARV treatment, but is still diagnosed as HIV positive as a direct result of the Accidental exposure, the Insurer will pay a lump sum benefit per incident as stated in the Schedule of Benefits

16. Life Support

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

17. 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.

18. Mobility

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

- a) a wheelchair;
- b) the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair;
- c) the modification of the controls to the Insured Person's motor vehicle;
- d) prosthetic limbs or parts thereof but excluding any limbs or parts replacing the original devices provided that the liability of the Insurers for such costs in respect of each and every claim shall not exceed the amount stated in the Schedule of Automatic Extensions for any one Insured Person.

19. Non-Medical Expense Cover as a Result of Hospitalisation

Should an Insured Person be admitted to Hospital as an inpatient as a result of Accidental Bodily Injury during the Period of Insurance, Insurers will, on request by the Insured, pay the Compensation shown in the Schedule of Policy Extensions, provided that the liability of the Insurers for such Compensation :

- a) is subject to the Deductible (Franchise or Excess) stated in the Schedule of Policy Extensions, and
- b) is the daily lump sum payable for a period of hospitalisation not exceeding the period stated in the Schedule of Policy Extensions. The Daily Lump Sum is calculated on 24 hour admission cycles.

20. Passive War

Notwithstanding Exception 11 this policy extends to include cover in respect of Accidental Death or Permanent Disability of an Insured Person arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power but only when the Insured Person is not taking active part in such activities.

20. Political Evacuation (if stated in the Schedule to be applicable)

In the event of a Political Evacuation Advisory occurring during the Period of Insurance, the Insurers will reimburse the Insured for Evacuation and Repatriation Costs incurred to comply with the Advisory. In addition Insurers will pay daily expenses, of each Insured Person as stated in the Schedule of Policy Extensions. The maximum that Insurers will pay under this Extension for each Insured Person and the maximum for the sum of all Evacuation and Repatriation Costs and daily expenses incurred for all such Political Evacuation Advisories in a Period of Insurance, is stated in the Schedule of Policy Extensions.

Specific 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 legal empowered regulatory, governmental or local authority of the Home Country.
- c) Evacuation and Repatriation Costs shall mean transportation costs incurred 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 reimbursed once per Insured Person per Insured Event.
- d) Expenses shall mean the cost of accommodation, transportation, food and any other reasonable and necessary expenses incurred for a maximum period of thirty days.
- e) Home Country shall mean the country of citizenship of the Insured Person and / or the country of the Insured's registered head office.
- f) Host Country shall mean any countries in which an Insured Person is located.

- g) Political Evacuation shall mean Political or military events involving a Host Country such that the Appropriate Authorities issue an Advisory recommending the departure of all Home Country governmental personnel in non-emergency positions and their dependents from the Host Country or such that the Insured receives direct instructions or recommendations 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 instituted by any person, group or collaborating groups will be treated as interrelated contingencies.

Specific Exclusions

No benefit shall be payable under this extension:

- a) arising from or attributable to an alleged violation of the laws of the Host Country by the Insured 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 the Insured or an Insured Person to possess and maintain the required and duly authorised documents, visas and/or work permits, unless the Insurers determine in their 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 the Insured's 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 the Insured or Insured Person.
- e) arising from or attributable, in whole or in part, to non-compliance by the Insured or an Insured Person with any obligation specified in a contract or license or failure to provide bond or other security because of any liability assumed under any contract, whether written or oral, unless the Insurers' specific consent thereto is endorsed on this Policy or prior to a Political Evacuation Advisory.
- 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.
- h) if a more specifically insured benefit indemnifiable under an issued Travel Insurance policy is available in respect the Insured Person.

22. Plastic Surgery

If there is a valid claim for Permanent Partial Disability, Insurers will pay costs and expenses of plastic surgery reasonably incurred to reconstruct organs rendered dysfunctional as a result of the Accidental Injury and to restore normal appearance of injured areas of the body provided that:

- a) Insurers will only be liable for amounts in excess of amounts paid or payable under any other policy of insurance, amounts equal to the compensation received or receivable by or on behalf of the Insured Person under any occupational injury compensation enactment or the Road Accident Fund and costs reimbursed by a Medical Scheme.
- b) Insurers will not be liable to reimburse disbursements from a medical savings account nor for amounts rejected by a Medical Scheme.
- c) the liability of Insurers shall not exceed the amount stated in the Schedule of Policy Extensions.

23. 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.

24. Rehabilitation

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

25. Relocation

If, following a valid claim for Death or Permanent Total Disability of an Insured Person, it is necessary for the Insured to replace such person, Insurers will pay for:-

- a) the relocation costs of the replacement, his family, household contents and pets;
- b) 75% of any loss resulting from the forced sale of the replacement's private dwelling, as determined by an impartial valuer appointed and paid by Insurers.

Provided that:-

- i) the replacement moves residence more than 100 kilometres;
- ii) the maximum amount payable by Insurers for any one person will not exceed the amount stated in the Schedule of Automatic Extensions for each and every claim.

26. Repatriation (Death or Accidental Bodily Injury)

If there is a valid claim for death or 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:

- a) no benefit shall be payable under this extension if a more specifically insured benefit indemnifiable under an issued Travel Insurance policy is available in respect the Insured Person.
- b) the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Automatic Extensions for any one Insured Person

27. Seatbelt

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

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

28. 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 extension will only apply if the Insured Person, prior to the Accident, customarily drove a vehicle to and from work.

29. Trauma Counselling

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

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

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

30. **Visitors**

The Insurers will pay to the Insured, on behalf of a Visitor (hereinafter defined) or the estate, the Compensation specified in the Schedule of Policy Extensions if, during the Period of Insurance, the Visitor sustains Accidental Bodily Injury that directly and independently of all other causes results, within

twenty-four calendar months, in death or Emergency Expense Shortfall being incurred, provided that:

- a) for the purposes of this Extension a Visitor is any person visiting the Insured at the invitation of the Insured or otherwise legitimately visiting in connection with the Insured's business or operations.
- b) Insurers will not be liable for amounts paid or payable under any other policy of insurance, an amount equal to the compensation received or receivable by or on behalf of each Visitor under any occupational injury compensation enactment or the Road Accident Fund and in respect of costs reimbursed or rejected by a Medical Scheme (but not disbursements from a Medical Savings Account).
- c) the maximum amounts payable by Insurers for Emergency Expense Shortfall and for Accidental Death will be limited to the amounts stated in the Schedule of Policy Extensions.
- d) for the purposes of this Extension, the Policy Limit 4 (the Event Limit) is reduced to R1 000 000.

7. CONDITIONS

1. Interpretation - This Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Jurisdiction - This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.
3. Misrepresentation, Misdescription or Non- Disclosure - This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured in any particular which is material to this insurance.
4. Prevention of Loss - The Insured shall take all reasonable steps and precautions to prevent Accidents or losses.
5. Claims - On the happening of any occurrence which may result in a claim under this Policy, the Insured shall give notice thereof within 180 days of injury, to the Insurers. The Insured shall also send full particulars of the claim and such information and documentation as is required by Insurers.
6. Prescription - If the Insurers disclaim liability in respect of any claim and an action or suit is not commenced within twelve months after such disclaimer, all benefit under this Policy in respect of such claim shall be forfeited.
7. Fraud - If the Insured shall make any claim knowing it to be false or fraudulent, the benefit afforded by this Policy in respect of any such claim shall be forfeited.
8. Cancellation - This Policy may be cancelled at any time by the Insurers giving 31 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. From date of cancellation, the Insured shall be entitled to refund premium pro rata for the unexpired Period of Insurance, subject to Condition 9 and provided that no benefits have been claimed or paid under this insurance during the Period of Insurance.
9. Premium Adjustment - If the premium for this Policy has been calculated on any estimated figures, the Insured shall, after the expiry of each Period of Insurance, furnish the Insurers with such particulars and information as the Insurers require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the Insured as the case may be.
10. Non-Assignment - This policy is not assignable without the written consent of Insurers. Compensation shall be payable only to the Insured, or the Insured's legal representative, whose receipt shall discharge the Insurers.
11. Premium Payment - The cover provided under this policy is conditional upon and will only come into effect following payment of the premium by the Insured and/or Insured Person and the receipt thereof by or on behalf of the Insurers.

12. Medical Examination - After incurring Bodily Injury for which Compensation may be payable under this Policy, the Insured Person shall, when reasonably required by the Insurers so to do, submit to medical examination and undergo any treatment specified. The Insurers will not be liable to make any payment unless this Condition is complied with to their satisfaction.
13. Change of Business/Occupation - The Insured shall give notice to the Insurers within a reasonable time of any material change in the Business or an Insured Person's occupation and shall pay any additional premium required by the Insurers in consequence thereof.
14. Furnishing of information - All certificates, information and evidence required by the Insurers will be furnished in the form prescribed and without expense to the Insurers. The Insured Person shall submit to medical examination on behalf of and at the expense of the Insurers as often as shall be required in connection with any claim.
15. Medical Advice - Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury and the Insurers will not be liable for any part of any claim which in the opinion of this medical adviser arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.
16. Arbitration - If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference may be referred to arbitration by agreement between the Parties hereto and in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for the Insurers to make any payment under this Policy.
17. Existing Condition - If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
18. Register of Insured Persons - the Insured shall, within a reasonable time of being asked to do so, provide to the Insurer a list/register of all Insured Persons (as insured under this Policy) including the physical address and email address for each such Insured Person