



**DIOCESAN COLLEGE**

**CONTINGENCY POLICY**

**2019**

**UNDERWRITTEN BY GUARDRISK INSURANCE COMPANY LIMITED**  
**Registration number 1992 / 001639 / 06**

## SCHEDULE

**INSURER** : **GUARDRISK INSURANCE COMPANY LIMITED**  
**Registration number**1992 /001639 / 06  
**VAT Reg. No.** 4250138072

**POLICY NO** : **GR19/20956/D14A500**

**INSURED** : **DIOCESAN COLLEGE**

**POSTAL ADDRESS** : 65 Campground Road, Rondebosch, Cape Town, 7700

**TERRITORIAL LIMITS** : Worldwide, but excluding the United States of America and Canada and their territories and possessions.

**DEPOSIT PREMIUM** : **R 200 000 (Vat exclusive)**  
**ADDITIONAL PREMIUM** : **R 500 000 (Vat exclusive)**  
**TOTAL PREMIUM** : **R 700 000 (Vat exclusive)**

**PERIOD OF INSURANCE** : From **01<sup>st</sup> January 2019** to **31<sup>st</sup> December 2019** both dates inclusive and including any subsequent period for which Insurers may accept or agree to accept payment for the renewal of this policy

**RENEWAL DATE** : 01<sup>st</sup> January 2020

**Dated** : **22<sup>nd</sup> January 2019**

## **GENERAL OPERATIVE CLAUSE**

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 Insurer, the Insurer specified in the schedule agrees to indemnify or compensate the Insured by payment or at the option of the Insurer by replacement, reinstatement or repair in respect of the Insured Events occurring during the period of insurance and as otherwise provided for in terms of this Policy up to the sums insured, limits of indemnity, compensation and other amounts specified.

**Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions.**

## **GENERAL EXCEPTIONS**

This policy does not cover loss, damage or liability directly or indirectly caused by or related to or in consequence of;

### **1. WAR, RIOT AND TERRORISM**

(A) This policy does not cover loss of or damage to property related to or caused by:

- (i) Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
- (ii) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- (iii) (a) Mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
- (b) Insurrection, rebellion or revolution;
- (iv) Any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- (v) Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- (vi) Any attempt to perform any act referred to in clause (iv) or (v) above;
- (vii) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii), (iii), (iv), (v) or (vi) above.

If the Insurer alleges that, by reason of clause A(i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

(B) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage

Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

- (C) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General exception 1(C) 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, 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.

If the Insurer alleges that, by reason of clause 1(C) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

## 2. NUCLEAR

Except as regards the Group Personal Accident sections

- (i) This policy does not cover
- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (b) Any legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

- (ii) The indemnity provided by this policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

## 3. COMPUTER LOSSES

**General exception applicable to all sections of this policy insuring damage to property or the consequences of damage to property or any liability**

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover:

- a) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- b) Any legal liability of whatsoever nature;
- c) Any consequential loss;

Directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all

- i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
- ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
- iii) To capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

### **Special Extension to General Exception 3**

- A.** Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to in B below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by this General exception.
- B.** The special perils that are not excluded for the purpose of this special extension are damage caused by:
  - 1. Storm, wind, water, hail or snow excluding damage to property
    - a) Arising from its undergoing any process necessarily involving the use or application of water;
    - b) Caused by tidal wave originating from earthquake or volcanic eruption;
    - c) In the underground workings of any mine;
    - d) in the open (other than buildings structures and plant designed to exist or operate in the open);
    - e) In any structure not completely roofed;
    - f) Being retaining walls;
- 2. Aircraft and other aerial devices or articles dropped therefrom;
- 3. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

} Unless so described and specifically insured as a separate item

These special perils do not cover wear and tear or gradual deterioration.

- C. General exception 3 also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in Special extension A above.
- D. This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General exception and this Special extension.  
This Special extension shall not apply to any Public Liability indemnity.

## **GENERAL PROVISIONS**

### **1. CLAIMS PREPARATION COSTS**

The insurance by each section of this policy is extended to include costs and expenses reasonably incurred by the Insured with the consent of the Insurer in producing and certifying any particulars or details required by the Insurer to substantiate the amount of any claim against this policy, provided however that such costs shall not exceed the amount stated in the schedule of limits.

### **2. THE EXCESS / DEDUCTIBLE / FIRST AMOUNT PAYABLE**

The following definitions where applicable and provided for apply in respect of the amounts payable and claimable and noted as such in the policy schedule relating to Liability Limits and Deductibles.

<b>Inner Deductible</b>	The first amount to be borne by the Insured in respect of each and every occurrence before the application of any other Deductible.
<b>Stop Loss</b>	The maximum amount to be borne by the Insured over and above and in addition to any stated Inner Deductible in respect of any one claim for the specific section to which the Stop Loss may apply.
<b>Aggregate Deductible</b>	The maximum amount of claims / losses to be borne by the Insured of all amounts which may be claimable under the specific section/s of the policy to which the stated Aggregate Deductible applies, during the period of Insurance. Inner excess amounts do not contribute towards the Aggregate Deductible.

Unless specifically provided to the contrary the amount payable under any section is reduced by the amount of any excess applicable to an insured event under that section.

### **3. PAYMENT ON ACCOUNT**

Payment on account may be made to the Insured at the discretion of the Insurer.

### **4. LIMITATION OF LOSS**

The Insurer shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage

### **5. INTERPRETATION**

The schedule and any endorsement thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

## **6. INTERESTS OF OTHERS**

Certain of the property insured herein may be the subject of Hire Purchase, lease or other agreements and the interest of the other parties to these arrangements is noted in this insurance, the nature and extent of such interest to be disclosed to the Insurer by the Insured in the event of loss or damage to such property.

## **7. ACCOUNTANTS CERTIFICATE**

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by Insurers for the purpose of investigating or verifying any claim, may be produced and certified by the Insured's auditors or accountants and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

## **GENERAL CONDITIONS**

### **1. PREVENTION OF LOSS**

The Insured shall take all reasonable precautions for the maintenance and safety of the insured property and for the prevention of accidents or losses.

### **2. MISREPRESENTATION, MISDESCRIPTION AND NON DISCLOSURE**

This policy shall be voidable with regard to that portion of the Property Insured in priority to the policy as a whole if;

- 2.1 there is misrepresentation, mis-description or non-disclosure of any material particular;
- 2.2 There is alteration after the commencement of this insurance;
  - 2.2.1 Whereby the Insured's interest ceases except by operation of law unless such alteration has been agreed to by the Insurer.
  - 2.2.2 The risk of accident or misfortune, loss or damage is increased unless such alteration has been agreed to by the Insurer.
- 2.3 The Insured breaches any warranty or condition.

### **3. CLAIMS**

- 3.1 On the occurrence of an event that may give rise to a claim under this policy the Insured shall as soon as practicable and at their own expense (except as otherwise provided herein)
  - 3.1.1 Notify the Insurer and give details of any other insurance covering the same event;
  - 3.1.2 Inform the police of any claim involving theft or loss of property and take all practical steps to discover the guilty party and recover the stolen or lost property;

- 3.1.3. Co-operate with the Insurer or its nominee in minimising the resultant loss, damage, injury or liability.
  - 3.1.4. Supply full details of the event in writing supported by such proofs, information and sworn declarations as the Insurer requires.
  - 3.1.5. Forward any notice of claim communication, writ, summons or other legal process connected with the event to the Insurer.
- 3.2. A claim shall not be payable if
- 3.2.1. The Insured makes any admission, statement (other than to the police), offer, promise, payment or indemnity without the prior written consent of the Insurer.
  - 3.2.2. (Other than under a Group Personal Accident) twenty-four months (or such other period as is provided in a section) has elapsed since the occurrence of the insured event unless the claim is the subject of the Insured's legal liability to third parties or pending legal action.
  - 3.2.3. It is rejected and legal action is not commenced within twelve months of the rejection
  - 3.2.4. These conditions have not been complied with and, in the event of non-compliance, any payment on account already made to the Insured shall be repaid to the Insurer forthwith.

#### **4. INSURER'S RIGHTS**

- 4.1 On the occurrence of an Insured Event the Insurer or its nominee may without incurring any liability or in any way diminishing its rights;
  - 4.1.1 Take, enter or keep possession of any damaged insured property and deal with it in any reasonable manner but this condition does not grant the Insured licence to abandon any property to the Insurer whether already in its possession or not
  - 4.1.2 Take over and conduct in the name of the Insured the defence and settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of the claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurer.
  - 4.1.3 Discharge its obligations at any time under any section providing indemnity for liability to third parties by paying to the Insured the limit of liability or such lesser sum for which the claim can be settled which shall be inclusive of legal fees and other expenses agreed by the Insurer and incurred prior to the date of payment
- 4.2 The Insured shall, at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurers for the purposes of enforcing any rights to which the Insurers shall or would become subrogated whether such things shall be required before or after indemnification.



## **5. OTHER INSURANCES**

- 5.1 If at the time of any event giving rise to a claim under this policy insurance exists with any other insurer covering the Insured against the same Insured Event the Insurers shall be liable to pay or contribute only a rateable proportion of the amount payable in respect of such event.
- 5.2 Where such policy contains any provision excluding it from ranking concurrent with or contributing rateably to this policy Insurers shall not be liable for more than such proportion of the loss or damage as the sum insured hereby bears to the value of the property insured.
- 5.3 If such other policy is subject to any condition of average this policy, if not already subject to any condition of average, shall be subject to average in like manner.

## **6. CANCELLATION**

This policy or any section thereof may be cancelled by the Insured giving immediate notice or by the Insurer giving thirty days' notice in writing to the Insured.

## **7. PERFORMANCE BONUS**

On cancellation or on expiry each year of the Policy the Insurer shall, where applicable, declare and pay a performance bonus to the Insured. There shall be no prior entitlement of the Insured to a performance bonus. The performance bonus shall be calculated according to the following formula:

$B = P - (a + b + c) + D$  where

B is the performance bonus payable;

P is the annual premium paid;

a represents the underwriting charges applicable;

b represents the reinsurance costs and premiums which have been paid or payable in respect of the insurance Policy for the period;

c represents claims paid or outstanding and an allowance for claims incurred but not reported and an unexpired risk reserve as deemed necessary by the Company, net of any recoveries, including reinsurance recoveries;

D represents the time value of money.

## **8. FRAUD**

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf to obtain any benefit under this policy or if any loss damage or liability be occasioned by the wilful act or with the connivance of the Insured all benefit under this policy in respect of such claims shall be forfeited.

## **9. NO CESSION**

The Insured shall not be entitled, in any circumstances, without the written consent of the Insurer having been first had and obtained, to cede, assign, make over or in any way dispose of any of its

rights against the Insurer arising out of or in respect of this insurance policy, which rights shall at all times be personal to the Insured, whether now or in the future.

#### **10. GOVERNING LAW**

This insurance policy shall at all times be governed by the Laws of the Republic of South Africa.

#### **11. JURISDICTION**

Only the Courts of the Republic of South Africa shall have jurisdiction to entertain any claims arising out of or in respect of this insurance policy.

The Supreme Court shall have full jurisdiction in respect of all claims and causes of action between the Insured and the Insurer, whether now or in the future, arising out of or in respect of this insurance policy.

Where payment is to be made to or by the Insurer it shall be made in the currency of the Republic of South Africa at the Insurer's Head Office unless the Insurer allows otherwise.

#### **12. BREACH OF CONDITIONS**

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

#### **13. ARBITRATION**

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions in force at the time. Where any difference is by this Condition referred to arbitration the making of an award shall be a condition precedent to any rights of action against the Insurers or the Insured.

#### **14. V.A.T.**

All limits reflected within the policy are agreed to be V.A.T. exclusive unless otherwise stated on the Schedule of Limits and Deductibles

#### **15. SANCTIONS**

This policy does not provide cover and the Insurer shall not be liable to pay any claim or provide any benefit under this policy to the extent that:

- (a) Such cover, payment or benefit would expose the Insurer;
- (b) Any reinsurer is not obliged to or refuses to provide cover, make a payment or provide a is exposed

to any sanctions, prohibition, penalty or restriction imposed by the United Nations or any trade or economic or other sanctions, prohibition, penalty or restrictions, laws or regulations of the European Union, United Kingdom or United States of America or any other international body or country entitled to impose any such provision on the Insurer or reinsurer.

## SCHEDULE OF LIMITS AND DEDUCTIBLES

### SECTION 1

#### **GROUP PERSONAL ACCIDENT**

##### **(a) Students - medical expenses**

Limit of Indemnity R40 000 each and every loss

Inner Deductible R 3 500 each and every loss

##### **(b) Students – death**

Limit of Indemnity R40 000 each and every loss

Inner Deductible Nil

### SECTION 2

#### **DIFFERENCE IN CONDITIONS / LIMITS**

Limit of Indemnity R25 000 each and every loss

Inner Deductible Nil

### SPECIAL MEMORANDA

It is hereby declared and agreed that the payment of claims in respect of All Sections contributes to a Maximum Limit of liability of R840 000 any one period of Insurance.

**SECTION 1  
GROUP PERSONAL ACCIDENT**

**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 Medical Expenses being incurred as specified in the Schedule of Circumstances and Compensation.

<b>2. 2.1 “PERMANENT DISABILITY” SHALL MEAN:-</b>	<b>COMPENSATION</b>
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 ear	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 of 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 rate of wage, salary, fixed annual bonus and cost of living allowance being paid or allowed by the Insured to the Insured Person at the time of Accidental Bodily Injury, plus overtime, house rents, food allowances, commissions and other considerations of constant character earned by the Insured Person from his employment with the Insured or allowed by the Insured to the Insured Person, during the 12 months immediately preceding the date of Accidental Bodily Injury. If the Insured Person has not been in the continuous employ of the Insured for 12 calendar months, the amount to be added for overtime, house rents, food allowances, commissions and other considerations of constant character shall be the average monthly amount earned during the period of employment times 12.
6. **“Average Weekly Earnings”** shall mean one fifty-second part of Annual Earnings.
7. **“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.
8. **“Deductible”** shall mean the amount stated in the Schedule of Circumstances and Compensation which must be borne by the Insured for his own account when an Accident occurs.
9. **“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.

10. **“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.
11. **“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.
12. **“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.
13. **“Medical Expenses”** shall mean all costs and expenses not recoverable from any other source necessarily incurred, within 24 months of the date of the Accident, for artificial aids, prostheses, medical, surgical, dental, optical, nursing home or hospital treatment and supplies as a result of Accidental Bodily Injury.
14. **“Quadriplegia”** shall mean permanent and total paralysis of all limbs
15. **“Temporary Total Disability”** shall mean total and absolute incapacity from following usual business or occupation.
16. **“Temporary Partial Disability”** shall mean incapacity from attending to a substantial part of usual business or occupation.
17. **“Traumatic Event”** shall mean an Accidental experience that causes physical, emotional or psychological distress or harm.

#### 4. PROVISOS

It is declared and agreed that:-

- a) the Insurers will not be liable to pay for Death or 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) plus any compensation payable for Temporary Total Disability, Temporary Partial Disability, Medical Expenses, Additional Death Benefit and in respect of any Extensions which are applicable;
- 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 Medical Expenses 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 Medical Expenses 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 Medical Expenses;
- 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 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 8 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

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. for venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired or may be named;
11. for any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations, other than those caused by Accident as defined in this Policy.
12. 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.
13. arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

## 6. AUTOMATIC EXTENSIONS

### 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](mailto:support@accidentexpert.co.za)
2. Compensation for Occupational Injuries & Disease Act (COID)  
Assistance The Insured will be assisted to:-
  - a) prepare and submit claims in accordance with the COID Act;
  - b) avoid penalties by submitting their annual Return of Earnings to COID timeously;

- c) avoid the payment of excessive fees;
- d) reduce the claims waiting period for the payment.

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

### 3. Road Accident Fund Act (RAF) Assistance

The Insured will be assisted with:-

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

In the event of the Insured/Insured Person having a valid claim in terms of the RAF Act. Accident Expert does not guarantee performance by the RAF.

### 4. Legal Assistance

1. The Legal Assistance Helpline is an assistance line for legal advice and guidance –specifically relating to the use or possession of a motor vehicle.
2. The Legal assistance Helpline is manned by qualified and registered attorneys, who are available to assist 365 days a year.
3. ACCIDENT EXPERT is equipped to provide assistance in respect of uninsured losses/damages which were caused by the negligence of a third party, which will include obtaining compensation in respect of the excess, claims less than 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.

6. **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.

7. **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.

8. **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

9. **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.

10. **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.

11. **Family / Domestic Workers Medical Expenses**

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 Medical 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 first R250 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.

12. **Flying Risks**

Exception 1 is waived to include cover for an Insured Person who engages in single engine aircraft exposure for leisure and non reward purposes, subject to a maximum benefit of R 500,000

13. **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

### 14. **HIV Lump Sum Benefit**

Where an Insured Person has followed all procedures under Extension 12 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

### 15. **Hospital Confinement**

If, during the period of insurance, an Insured Person is admitted to Hospital as an in-patient as a result of Accidental Bodily Injury, Insurers will pay the compensation shown in the Schedule.

#### Compensation

The daily lump sum stated in the Schedule of Automatic Extensions for a period of hospitalisation not longer than 14 days.

#### Specific Conditions

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

#### 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.

### 16. **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.

### 17. **Mobility**

When the Insurers have admitted a claim for Permanent 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 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.

18. **Passive War**

This policy extends to include cover in respect of Accidental Death or Permanent Disability of an Insured Person arising from acts of “terrorism” as defined in the Defence Act, 1957: provided that the Insurers will not be liable to pay compensation for death or disablement arising from:-

- a) the performance by such person of obligations in terms of the Defence Act, 1957 or the South African Police Services Act, 1955 at a place from which military or police actions are carried out, or
- b) consequent upon such person’s engagement in military or police actions against an enemy of the republic, combating “terrorism” as defined in the Defence Act or “operations in defence of the Republic of South Africa” as defined in the Defence Act, 1957.

19. **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.

20. **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.

21. **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.

22. **Repatriation**

If there is a valid claim for death or serious Accidental Bodily Injury, the Insurers will also pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person (or the body of the Insured Person in the event of his Death) to his normal place of residence, provided that the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Automatic Extensions for any one Insured Person

23. **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 a mobile home or 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.

**24. 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.

**25. 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.

**7. OPTIONAL EXTENSIONS**

**1.1 Serious Illness (if stated in the Schedule to be included)**

If an Insured Person is first diagnosed as suffering from any of the Serious Illnesses specified below during the period of insurance, Insurers will pay to the Insured, on behalf of the Insured Person or his estate, the amount stated in the Schedule.

**1.2 Specific Condition**

Each of the specified illnesses must be diagnosed by a registered medical practitioner and must be supported by acceptable clinical, radiological, histological and laboratory evidence.

### 1.3 Specific Exceptions

1. No benefit shall be payable under this extension in respect of:-
  - a) any claim arising directly or indirectly from a condition for which the Insured Person was being treated or of which he was aware at the inception of this extension;
  - b) any Insured Person who dies as a result of any Serious Illness which is only discovered or diagnosed after the death of such Insured Person;
  - c) any Insured Person who is under 18 years or has reached the age of 60 years at the date of diagnosis;
  - d) Aids or infection with Human Immunodeficiency Virus (HIV);
  - e) any Insured Person who dies within 30 days of the diagnosis of a Serious Illness.

If there is a claim under this extension, Insurers will not be liable for any further claim in respect of:

- i) the Serious Illness which resulted in the said claim;
  - ii) any other Serious Illness diagnosed in the same year of insurance as the said claim.
2. Serious Illnesses shall be defined as follows:-

1. Cancer

A malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma.

The following conditions are excluded from this definition:-

- a) All cancers in situ and all pre-malignant conditions;
- b) All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.

All skin cancers, other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

2. Coronary Artery Surgery

The actual undergoing, on the advice of a consultant surgeon, of coronary artery bypass surgery to correct stenosis or occlusion in the coronary arteries but excluding angioplasty, keyhole surgery and other non-surgical techniques such as laser procedures.

3. Heart Attack

This is defined as the death of heart muscle, due to inadequate blood supply, as evidenced by two of the following three criteria:-

- a) Compatible clinical symptoms;
- b) Characteristic ECG changes, which can be either of the



following:-

- i) New pathological Q-waves as defined below, or
- ii) ST-segment and T-wave changes indicative of myocardial ischaemia that may progress to myocardial infarction, as defined below, but only when accompanied by raised cardiac markers as described below:-
  - a) Pre-intervention raised cardiac markers:
    - b) Trop T greater than 1,0 ng/ml, or
    - c) Trop I greater than 0,5 ng/ml, or
  - d) CK-MB mass greater than two times the normal values in acute presentation phase, or
  - e) Total CPK elevation of greater than two times the normal values, with at least 6% being CK-MB.

The evidence must show a definite acute myocardial infarction. Other acute coronary syndromes, including but not limited to angina, are not covered by this definition.

- c) For purposes of this definition, new pathological Q-waves mean the following:-

Any Q-wave in leads V1 through V3, Q-wave greater than or equal to 30 ms (0.03s) in leads I, II, AVL, AVF, V4, V5 or V6. The Q-wave changes must be present in any two contiguous leads, and be greater than or equal to 1mm in depth.
- d) ECG changes indicative of myocardial ischaemia that may progress to myocardial infarction, mean the following:-
  - i) Patients with ST-segment elevation:-

New or presumed new ST segment elevation at the J point in two or more contiguous leads with the cut-off points greater than or equal to 0.2mV in leads V1, V2, or V3, and more or equal to 0.1mV in other leads. Contiguity in the frontal plane is defined by the lead sequence AVL, I, inverted AVR, II, AVF, III.
  - ii) Patients with ST-segment elevation:-

New or presumed new ST segment elevation at the J point in two or more contiguous leads with the cut-off points greater than or equal to 0.2mV in leads V1, V2, or V3, and more or equal to 0.1mV in other leads. Contiguity in the frontal plane is defined by the lead sequence AVL, I, inverted AVR, II, AVF, III.
  - iii) Patients without ST-segment elevation:-
    - a) ST-segment depression.
    - b) T-wave abnormalities only

4. Stroke (resulting in permanent symptoms)

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent motor deficit, and confirmed with appropriate clinical findings by a specialist neurologist.

For the above definition, the following are not covered:-

- a) Transient ischaemic attack.
  - b) Vascular disease affecting the eye or optic nerve.
  - c) Migraine and vestibular disorders.
  - d) Traumatic injury to brain tissue or blood vessels
- e) **Kidney Failure**  
Chronic end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.
5. **Major Organ Transplant**  
Which shall mean the actual undergoing as a recipient of a transplant of the heart, liver, pancreas, bone marrow or at least one of the kidneys or lungs.
6. **Paraplegia**  
Total and irreversible loss of the use of any two limbs, but excluding paraplegia caused by accidental, violent, external and visible means.
7. **Multiple Sclerosis (with persisting symptoms)**  
A definite diagnosis of multiple sclerosis by a neurologist. There must be current clinical impairment of motor or sensory function of an EDSS scale 3.0 or more, which must have persisted for a continuous period of at least 6 months. Benign multiple sclerosis will not be covered.
8. **Blindness**  
The total and irreversible loss of vision in both eyes but excluding blindness caused by accidental, violent, external and visible means. The corrected visual acuity must be less than 6/60 or 20/200 using e.g. Snellen test types, or visual field restriction to 20° or less in both eyes. No benefit will be payable if in general medical opinion a device, or implant could result in the partial or total restoration of sight.
9. **Heart Valve Surgery**  
The first occurrence of open or endoscopic heart valve surgery, performed to replace or repair one or more heart valves, as a consequence of defects that cannot be repaired by intra-arterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist.
10. **Motor Neuron Disease (resulting in permanent symptoms)**  
A definite diagnosis of motor neuron disease by a neurologist. There must be permanent clinical impairment of motor function.
11. **Alzheimer's**  
The deterioration or loss of intellectual capacity or abnormal behaviour arising from Alzheimer's disease or irreversible organic disorders (excluding neurosis and any psychiatric illness) resulting in significant reduction in mental and social functioning and requiring the eventual supervision of the Insured Person. The diagnosis must be clinically confirmed by an appropriate consultant and confirmed by the Insurers' medical consultants.

12. Coma (resulting in permanent neurological complications)  
A state of unconsciousness with no reaction to external stimuli or internal needs which:-
- a) Requires the use of life support systems for a continuous period of at least 96 hours; and
  - b) Results in permanent neurological deficit with persisting clinical symptoms. Rankin scale. Only those claimants with a Rankin score of 3 and higher would qualify for a claim under Coma.

For the above definition, the following is not covered:-

- a) Coma secondary to alcohol or drug abuse;
- b) Coma caused by accidental violent external and visible means.

13. Parkinson's Disease  
Shall mean the slowly progressive degenerative disease of the central nervous system as a result of loss of pigment containing neurones of the brain (substantia nigra). Only idiopathic Parkinson's Disease is Covered.

Parkinson's Disease" does not include alcohol-induced, drug-induced or toxic causes of Parkinsonism and Parkinson-type symptoms due to damage of vessels.

**Severity Level B** shall apply on the unequivocal diagnosis of Parkinson's disease by a consultant neurologist and provided that:-

- a) The disease cannot be controlled with medication;  
and
- b) The disease shows signs of progressive impairment.

**Severity Level A** shall apply on the unequivocal diagnosis of Parkinson's disease by a consultant neurologist and provided that:-

- a) Activities of Daily Living assessment confirms the inability of the Insured Person to perform, without assistance, three or more of the following as a result of Parkinson's Disease:-  
Transfer; Mobility; Continence; Dressing; Bathing/washing;  
Eating.
- b) The disease cannot be controlled with medication;  
and
- c) The disease shows signs of progressive impairment

2. **Bereavement Benefit (if stated in the Schedule to be included)**

If during the period of insurance the Insured Person dies from any cause not excluded the Insurers will pay the amount stated in the Schedule

3. **Temporary Total Disability as a result of Serious Illness (if stated in the Schedule to be included)**

If an Insured Person is temporarily totally disabled as a result of any of the Serious

Illnesses shown under Optional Extension 1, Insurers will pay the amount stated in the Schedule up to a maximum of 52 weeks after the time exclusion of 30 days. All Conditions and Exceptions under Optional Extension 1 will apply

**8. RESTRICTED COVER (if stated in the Schedule of Circumstances and Compensation to be applicable)**

**1. Business Hours Limitation**

This Policy applies only in respect of Accidental Bodily Injury to the Insured Person arising from and in the course of his employment with the Insured.

**2. Business Hours Plus Commuting Limitation**

This Policy applies only in respect of Accidental Bodily Injury to the Insured Person arising from and in the course of his employment with the Insured including travelling to and from work in a direct and timeous manner.

**3. Limit Any Person/Limit Any Event**

The Insurers' liability in respect of:-

- a) Death and Permanent Disability is limited to the amount stated in the Schedule any one Insured Person in respect of each and every claim;
- b) Any one Event is limited to the amount stated in the Schedule in respect of each and every claim.

**4. Employee Assist**

- a) This restricted cover under the Policy applies only to Injuries on Duty sustained by Employees who qualify for benefits under COID
- b) No Automatic Extensions shall apply under this option if the Policy is restricted to this section only
- c) Proviso (e) applies in respect of Temporary Total Disability benefits
- d) This restricted cover under the Policy applies only within the borders of the Republic of South Africa

**9. 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 as soon as possible (and in each case 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 30 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.
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 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 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.

## **SECTION 2**

### **DIFFERENCE IN CONDITIONS/LIMITS**

#### **INSURED EVENT**

The Insurer hereby agrees subject to the terms, conditions and exceptions of this policy to indemnify the Insured in respect of all claims whereby a claim is first made against the Insured during the period of insurance

1. Provided that it is agreed and understood that the cover in terms of this section does not cover any loss which is insured by or would but for the existence of this Insurance, be insured by any other existing insurance, or sections of the within policy, except in respect of any excess (not exceeding the Limits of Indemnity of this section) beyond the amount which would have been payable under such other insurance or sections of the within policy, including any deductible thereunder had this insurance not been effected;

or:

2. Whereby such loss is excluded from such other existing insurance covers in place due to:

the existence of exclusions to such more specific insurance, or other terms and conditions contained therein, beyond which cover would have been claimable under such other insurance or sections of the within policy, had this insurance not been effected.

#### **SPECIFIC EXCEPTIONS**

The Insurer shall not be liable for

1. loss or damage as a result of detention, confiscation, destruction or requisition of property by any lawfully constituted authority unless in connection with loss or damage not excluded by this section
2. loss of or damage to property belonging to the Insured in the custody or control of the Insured but this exception shall not apply to property (other than motor vehicles) of visitors to the Insured's premises or of principals directors members partners or employees of the Insured;
3. any liability assumed by the Insured under the terms, conditions or warranties of any contract or agreement, unless such liability would nevertheless have attached by law in the absence of such terms, conditions or warranties;
4. any liability arising from or contributed to by any dishonest, fraudulent, criminal or malicious act, default or omission of the Insured or of any director of the Insured only while such director is an employee of the Insured and then only while such Director is performing acts coming within the scope of the usual duties of an officer or employee of the Insured;
5. Any liability arising from or contributed to by any bodily, mental or emotional injury, sickness or disease, or by death, or arising from or contributed to by any loss of or damage to any property of any third party.
6. any claim arising out of the insolvency of the Insured;

7. any liability (or fact, circumstance or event underlying such liability) for which the Insured has agreed to hold harmless or release any third party from responsibility, which liability would not otherwise arise;
8. any liability arising from or contributed to by any failure to provide insurance of any kind, whether such failure concerns the amount, existence or adequacy of such insurance or otherwise;

It is agreed, however, that this Exclusion shall not apply to any loss due solely to negligence on the part of an officer or employee of the Insured in failing to effect or maintain a specific insurance in accordance with the specific prior instructions of a client of the Insured.

## **SPECIFIC CONDITIONS**

### **1. MEANING AND NOTICE OF CLAIMS MADE**

Any claim first made in writing against the Insured as a result of an insured event reported in terms of general condition **3** (hereinafter termed reported event) shall be treated as if it has first been made against the Insured on the same day that the Insured reported the event to the Company

In the event of cancellation or non-renewal of the policy

Any claim resulting from a reported event first made in writing against the Insured during the 12 months immediately following cancellation or non-renewal shall be treated as having been made against the Insured on the same day that the Insured reported the event. (If the claimant is a minor the period of 12 months will be extended until the expiry of 12 months after the attainment of majority by the claimant)

the Insured may report an event in terms of general condition **3** to the Insurer for up to 15 days after cancellation or non-renewal provided that

Such event occurred during the period of insurance

Any subsequent claim first made in writing against the Insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 12 month period specified in 2(a) above

Any series of claims made against the Insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the Insured

On the date that the event was reported by the Insured in terms of general condition **3**

or

If the Insured was not aware of any event which could have given rise to a claim on the date that the first claim of the series was first made in writing against the Insured

### **2. LIMIT OF INDEMNITY**

The total liability of the Insurers shall not exceed the Limit of Indemnity stated in the Schedule of Limits and Deductibles.

### **3 SUBROGATION**

The Insurer agrees to waive any rights of subrogation against any Officer or Employee of the Insured except:

- 3.1 In respect of any liability arising from or contributed to by any dishonest, fraudulent, criminal or malicious act or omission on the part of any such person; and/or
- 3.2 Where such Officer or Employee has the benefit of a separate relevant insurance.

### **4. DEFENCE COSTS AND EXPENSES**

- 4.1 The Insurer shall not be liable to pay any defence costs and expenses unless the express written consent of the Insurer is obtained prior to such costs and expenses being incurred.
- 4.2 The Insurer shall not be required hereunder to assume the handling or control of the defence or settlement of any claim made against the Insured but shall have the right (but not the duty) to take over at any time the control of the defence or settlement or compromise of any claim which is or might be the subject of indemnity under this Section if the Insurer at his discretion deems it appropriate to do so, after consultation with the Insured.
- 4.3 Insofar as any claim or claims fall within the Limit of Indemnity provided hereunder, then the Insurer shall have the discretion to negotiate a settlement thereof including the admission of liability if the Insurer deems it appropriate to do so and the Deductible stated in Section 3 of the Schedule of Deductibles hereto shall apply to any such settlement whether made with the Insured's consent or otherwise provided always that prior to any settlement and/or admission of liability being made the Insurer shall consult with the Insured who shall not unreasonably withhold their consent to such settlement and/or admission of liability. In the event of the Insured and the Insurer being unable to agree as to the proposed settlement and/or admission of liability then (at the election of either party) the dispute shall be referred to a Senior Council to be appointed jointly by the Insurer and the Insured and his decision shall be binding on the Insurer and the Insured.

### **5. NON-ADMISSION OF LIABILITY**

The Insured shall not admit liability for or settle any claim made against the Insured without the prior written consent of the Insurer. Nevertheless, the Insured shall not be required to contest any legal proceedings to trial unless Counsel, to be mutually agreed upon by the Insured and the Insurer (or if not so agreed, as determined in the manner set out in Clause 4.3 above in relation to the selection of Counsel), shall advise that such proceedings should be contested.

### **6. EXCLUSIVE POLICY BENEFIT**

It is agreed that the Insurance granted hereunder shall be for the exclusive benefit only of the first named Insured in the Schedule, and that in no event shall anyone other than the said Insured have any right of action under this Insurance.