

## ASSISTERE POLICY WORDING

### INSURING CLAUSE

The Insurers will pay to the Insured, on behalf of the Insured Person or his estate, the compensation stated in the Schedule 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 or disability or in medical expenses being incurred as specified in the Policy Schedule.

DEFINITIONS		Compensation
<b>Permanent disability</b> shall mean		
a)	loss by physical separation at or above the wrist or ankle of one or more limbs	<b>100%</b>
b)	permanent and total loss of whole eye	<b>100%</b>
	sight of eye	
	sight of eye except perception of light	
c)	permanent and total loss of hearing both ears	<b>100%</b>
	one ear	<b>25%</b>
d)	permanent and total loss of speech	<b>100%</b>
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	<b>100%</b>
f)	loss of four fingers	<b>70%</b>
g)	loss of thumb	
	both phalanges	<b>30%</b>
	one phalanx	<b>15%</b>
h)	loss of finger	
	three phalanges	<b>15%</b>
	two phalanges	<b>10%</b>
	one phalanx	<b>5%</b>
i)	loss of metacarpals	
	first or second (each metacarpal)	<b>3%</b>
	third, fourth or fifth (each metacarpal)	<b>2%</b>
j)	loss of toes:	
	all on one foot	<b>30%</b>
	great, both phalanges	<b>10%</b>
	great, one phalanx	<b>5%</b>
k)	other than great, if more than one toe lost, each	<b>5%</b>
	permanent disfigurement of:	
	the head and neck, provided the total area affected exceeds 20% of the total area of the head and neck	A percentage of the compensation in direct proportion to the area affected
	the hands, provided the total area affected exceeds 20% of the total area of the hands	A percentage of the compensation in direct proportion to the area affected but subject to a maximum of 50%
l)	all other areas of the body, provided that the total area affected exceeds 5% of the total area of the body	
	Quadriplegia	25% of the Permanent Total Disability benefit subject to a minimum of R100 000 and a maximum of R1 000 000
m)	Paraplegia	10% of the Permanent Total Disability benefit subject to a maximum of R100 000

## MEMORANDA

1. Where the injury is not specified, the Insurers will pay such sum as, in their opinion, is not inconsistent with the above provisions.
2. Permanent total loss of use of part of the body shall be treated as loss 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), compensation under Definition (k) shall not be payable in respect of the same part of the body, unless the percentage of compensation due under (k) is greater than the percentage of compensation payable under (a) to (j).
5. Where Bodily Injury results in Paraplegia or Quadriplegia and the benefit for Permanent Total Disability becomes payable, the Insurers will pay an additional benefit amount for Paraplegia or Quadriplegia as stated under (l) or (m) respectively

## DEFINITIONS

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.

**Average Weekly Earnings** shall mean one fifty-second part of annual earnings.

**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.

**Accident** shall mean any sudden and fortuitous event which directly and independently of any other cause results in Bodily Injury as defined.

**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.

**Bodily Injury** shall mean physical bodily injury which is caused directly and independently of any other cause by visible, violent and Accidental means.

**Event** means all individual losses arising out of and directly occasioned by one catastrophic accident. However, the duration and extent of any one Event so defined shall be limited to only those Deaths and/or Permanent Disabilities of Insured Persons hereon occurring during any one period of 24 hours and within a radius of 20 kilometres.

**Excess/Deductible** shall mean the first amount of a claim, expressed as a monetary amount which the Insured must bear

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**Hospital** means (other than an institution for the aged, chronically ill or convalescent rest or nursing home and/or drug or alcohol rehabilitation facilities) a facility which operates pursuant to the law

for the care and treatment of injured or sick persons with organised facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision

### Immediate family shall mean:

- Spouse which shall include a common law partner
- 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

**Temporary Total Disability** shall mean total and absolute incapacity from following usual business or occupation.

**Temporary Partial Disability** shall mean incapacity from attending to a substantial part of usual business or occupation.

**Medical Expenses** shall mean all costs and expenses 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.

**Paraplegia** shall mean a Permanent Disability which results in complete paralysis of the lower half of the body including both legs

**Quadriplegia** shall mean a Permanent Disability which results in complete paralysis of all four limbs.

**Waiting Period** shall mean the initial period during which no benefit is payable

## PROVISOS

It is declared and agreed that

1. the Insurers shall 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 Paraplegia, Quadriplegia, Temporary Total Disability, Temporary Partial Disability, Medical Expenses, Additional Death Benefit and in respect of any Extensions which are applicable
2. 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 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 shall not be liable for any compensation for such Temporary Total Disability or Temporary Partial Disability during the Waiting Period as stated in the Schedule
3. 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 Excess as stated in the Schedule
4. 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
5. 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 disability for the same or a lesser period or in respect of medical expenses.
6. 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 shall not be liable to make any payment unless this Proviso is complied with to their satisfaction
7. payments on account may be made to the Insured, if required, at the discretion of Insurers

8. 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
9. any excess, 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.

#### EXCEPTIONS

The Insurers shall 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 crew. 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 from any motor vehicle accident occurring whilst the Insured Person is driving or operating any motorised or mechanically operated vehicle whilst being 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 (BAC) greater than the statutory limit at the time of the accident, or the level applicable according to prevailing legislation where the accident occurs, whichever is the lesser
6. caused by the Insured Person's participation in any riot or civil commotion
7. arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
8. 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
9. while participating in sport as a professional player.
10. 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.

#### SPECIFIC EXTENSION

Exception (1) is waived to include cover for an Insured Person who engages in single engine aircraft exposure for Leisure purpose and non reward up to a maximum of R500 000 per incident

#### AUTOMATIC EXTENSIONS

1. **Exposure**  
Accidental bodily injury shall be deemed to include injury caused by starvation, thirst or exposure to the elements, directly or indirectly resulting from misfortune.
2. **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 shall 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.

#### 3. Repatriation/Body Transportation

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:

- 3.1 the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Benefits for any one Insured Person
- 3.2 if there is a claim for serious accidental bodily injury, the prior consent of Insurers to repatriate the Insured Person must be obtained. Such consent will not be unreasonably withheld.

#### 4. Emergency Transportation/Search and Rescue

The Insurers will pay costs and expenses necessarily incurred for:

- 4.1 emergency transportation
- 4.2 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

- (a) Insurers will not be liable if an Insured Person is found in circumstances which are unlikely to result in accidental bodily injury
- (b) the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Benefits

#### 5. 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.

#### 6. Life Support Equipment

The Insurers will pay reasonable costs and expenses, incurred as a result of accidental bodily injury, in respect of hire costs for life support machinery, equipment or apparatus, provided that the Insurers' liability is limited to the amount stated in the Schedule of Benefits for any one Insured Person for each and every claim.

#### 7. Hi-jacking, Abduction 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

- 7.1 the Insurers' liability is limited to the period of hi-jacking, abduction or kidnapping or eight weeks, whichever is the lesser

- 7.2 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.

**8. 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

- 8.1 such costs will not be payable in addition to any amount payable for Temporary Total Disability
- 8.2 such costs will be limited to the amount stated in the Schedule of Benefits for each and every claim
- 8.3 this extension will only apply if the Insured Person, prior to the accident, drove a vehicle to and from work.

**9. Trauma Counselling**

If an Insured Person is subjected to an act of violence or a traumatic accident, Insurers will reimburse such person for counselling fees actually incurred by such person as a result of the act of violence or traumatic accident, provided that

- 9.1 the maximum amount payable by Insurers will be limited to the amount stated in the Schedule of Benefits for each and every claim
- 9.2 act of violence shall mean an assault, robbery, rape, kidnapping or armed car hijack
- 9.3 for the purposes of this extension only, Insured Person shall include immediate family members of such Insured Person
- 9.4 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.

**10. Childcare**

If there is accidental bodily injury to

- 10.1 an Insured Person's child resulting in disability which requires regular care and attendance
- 10.2 an Insured Person or his spouse resulting in disability which prevents care being given to the child

Insurers will pay to the Insured Person the amount stated in the Schedule of Benefits 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 Benefits 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 physically or mentally handicapped
- (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.

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

If there is accidental bodily injury to any spouse, dependent children or domestic servant 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

- 11.1 the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Benefits for any one Insured Person
- 11.2 Insurers will not be liable for the first R250 of each and every claim
- 11.3 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
- 11.4 if the Business Hours Limitation is applicable, this extension does not apply.

**12. 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 Benefits.

**13. 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

- 13.1 a wheelchair (self propelled or electric)
- 13.2 the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair
- 13.3 the modification of the controls to the Insured Person's motor vehicle
- 13.4 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 Benefits for any one Insured Person.

**14. Rehabilitation**

If an Insured Person is:

- 14.1 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 85% of the training costs plus any costs incurred in adjusting the Insured Person's workplace,
- 14.2 able to return to his usual business or occupation but requires medical rehabilitation, Insurers will pay the actual cost of such rehabilitation

provided that the maximum amount payable by Insurers will not exceed the amount stated in the Schedule of Benefits

**Specific condition for 14.2:**

The amount shown in the Schedule of Benefits under (b) will be payable for a maximum of 52 weeks

**15. 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

- 15.1 the relocation costs of the replacement, his family, household contents and pets
- 15.2 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

- (a) the replacement moves residence more than 100 kilometres
- (b) the maximum amount payable by Insurers for any one person will not exceed the amount stated in the Schedule of Benefits for each and every claim.

**16. 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 :

- 16.1 the Insured Person is wearing a properly fastened, original, factory installed seatbelt at the time of the accident
- 16.2 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)
- 16.3 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.
- 16.4 the maximum amount payable by Insurers will be limited to the amount stated in the Schedule of Benefits for all of the occupants of any one Private Motor Vehicle.

**17. 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:

- 17.1 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
- 17.2 the maximum amount payable by Insurers for any one occurrence will not exceed the amount stated in the Schedule of Benefits

**18. Active Military Service**

Notwithstanding proviso 20.1 below, 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 R150 000 any one Insured Person and R750 000 any one Event

**19. 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 below.

**Compensation**

The daily Lump Sum stated in the Schedule of Benefits. Insurers will not pay for more than 14 consecutive days for any one period of Confinement and in total a maximum of 90 days any one event

**Specific Conditions**

1. Insurers will not be liable for the first 48 hours of each and every period of hospitalisation.
2. Successive periods of hospitalisation, due to the same accident, will be regarded as one accident

**20. War Risks**

Exception 7 is deleted in its entirety, provided that

- 20.1 the Insurers shall not be liable to pay compensation in terms of this extension for claims arising while the Insured Person is on service or duty or undergoing training with any military or police force
- 20.2 the Insurers shall not be liable to pay compensation in terms of this extension for claims resulting from war (whether declared or not), between any of the following nations: the United Kingdom, the United States of America, France, the Peoples Republic of China and constituent parts of the former Union of Soviet Socialist Republics
- 20.3 this extension may be cancelled at any time by the Insurers giving 30 days' notice in writing. From the date of cancellation, the Insured shall be entitled to refund premium pro rata for the unexpired Period of Insurance.

**21. Additional Death Benefit**

On production of an interim Death Certificate, insurers will pay the amount shown in the Schedule of Benefits where the Insured Person dies as a result of accidental bodily injury

**22. Detention**

The Insurers will pay the Insured where the Insured Person is detained under duress, provided that Insurers will not be liable if such detention is caused by:

- 22.1 the Insured Person engaging (or alleged to be engaging) in any political activity against the de jure or de facto Government of the country where detention occurs
- 22.2 the Insured Person failing to be in possession of the requisite visas, work permits or associated documents
- 22.3 the Insured Person's involvement in any criminal activity (or any allegation thereof)
- 22.4 debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss.

**Compensation:**

If an Insured Person is detained, the Insurers shall pay under the Temporary Total Disability benefit, the amount stated in the Policy Schedule up to a maximum of 26 weeks after the time exclusion of 7 days

**ASSISTANCE SERVICES AUTOMATICALLY INCLUDED**

**23. HIV/AIDS Accidental Exposure**

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

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

**Sexually Transmitted Illness (STI) Medication**

If an Insured Person is accidentally exposed and all procedures are followed in point 20, the Insured Person will have additional access to:

- A 7-day course of STI medication
- A 'morning-after pill' to prevent pregnancy

Where an Insured Person is situated in a remote environment, the medication will be taken to the insured Person

**Specific Conditions**

1. Assistance is provided within the borders of South Africa only
2. All incidents must be reported to **0861 666 913** within 48 hours

**Compensation**

Where an Insured Person is diagnosed as HIV positive following accidental exposure, the Insurer will pay a lump sum benefit per incident as stated in the Schedule of Benefits

**24. Accident Expert**

The Insured will have access to assistance with all claims management and handling in respect of the following by contacting: **0860 103 431**

**Compensation for Occupational Injuries & Diseases Act (COID) Assistance**

The Insured will be assisted to:

- Prepare and submit claims in accordance with the COID Act
- Avoid penalties by submitting their annual Return of Earnings to COID timeously
- Avoid the payment of excessive fees
- 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

ACCIDENT EXPERT takes no fees from the claimant's settlement

**Road Accident Fund Act (RAF) Assistance**

The Insured will be assisted with:

- Legal representation
- Administration and claims management

- Required medico-legal reports
- Required loss of support reports
- Required actuarial reports for loss of earnings
- 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

ACCIDENT EXPERT takes no fees from the claimant's settlement

**Legal Assistance**

- The Legal Assistance Helpline is an assistance line for legal advice and guidance – specifically relating to the use or possession of a motor vehicle
- The Legal assistance Helpline is manned by qualified and registered attorneys, who are available to assist 365 days a year
- 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
- 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.

**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 Benefits.

**Specific Condition**

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

**25. Accidental Death Courtesy car hire**

In the event of the accidental death of an immediate family member of an Insured Person this policy is extended to include a car hire benefit as defined below and subject to the Specific Definitions and Specific Exceptions. For assistance contact [assistere@guardrisk.co.za](mailto:assistere@guardrisk.co.za)

**Specific Definitions in respect of this extension only**

**Car Hire Benefit shall mean:**

- an AVIS Group B vehicle or a passenger carrier not exceeding 14 seats
- Unlimited kilometres
- Collision Damage Waiver – except R3,000 excess for each and every claim payable by the driver to our provider
- Theft Loss Waiver – except R3,000 excess for each and every claim payable by the driver to our provider provided that;

- o the car hire shall be limited to a maximum of 7 (seven) days;

**Immediate family shall mean:**

- o Spouse which shall include a common law partner
- o the Insured Person's dependant 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

**Specific Exceptions:**

No benefit shall be payable under this extension in respect of;

- o Refundable deposits;
- o Fuel Deposit;
- o Additional Driver or Driver Excess;
- o One way fees within South Africa or any Cross Border Fee;
- o Delivery & Collection;
- o Baby Seat;
- o Fines/Claims Handling;

**OPTIONAL EXTENSIONS**

**26. Hospital Confinement Plus**

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 below.

**Compensation**

The daily Lump Sum stated in the Schedule for a period of hospitalisation not longer than 180 days

**Specific Conditions**

1. Insurers will not be liable for the first 72 hours of each and every period of hospitalisation.
2. Successive periods of hospitalisation, due to the same accident, will be regarded as one accident

**27. Final Rest Benefit**

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

**Conditions:**

1. Exception 3 is waived under this extension
2. A 30 day waiting period applies

**28. Temporary Total Disability as a result of Serious Illness**

If an Insured Person is temporarily totally disabled as a result of any of the Serious Illnesses shown under extension 29 the Insurers shall 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 Extension 29 will apply

**29. Serious Illness**

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.

The sections of this Policy headed:

Definitions (other than the definition of Annual Earnings)

Provisos

Exceptions

Extensions

Restricted Cover

are specifically declared inapplicable to this extension.

**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.

**Specific Exceptions**

No benefit shall be payable under this extension in respect of:

- (i) 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
- (ii) 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
- (iii) any Insured Person who is under 18 years or has reached the age of 60 years at the date of diagnosis
- (iv) Aids or infection with Human Immunodeficiency Virus (HIV)
- (v) any Insured Person who dies within 30 days of the diagnosis of a Serious Illness.

2. 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.

**Serious Illnesses listed at the end of the policy wording**

**SCOPE OF COVER**

**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

**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

**24 Hours** This Policy applies in respect of accidental bodily injury to the Insured Person arising anytime during a 24 hour day. Cover is extended to include working and non-working hours

**Limit Any One Person/Event/Act of Terrorism**

The Insurers' liability in respect of

1.1 Death and Permanent Disability is limited to R20 000 000 any one Insured Person in respect of each and every claim

1.2 Any one event is limited to R100 000 000

an Act of Terrorism is limited to R100 000 000 any one Event. Provided that, regardless of any contributory cause, this Policy does not cover any claim in any way caused or contributed to by an Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If the Insurers allege that by reason of this proviso any claim is not covered

by this Policy, the burden of proving the contrary shall be upon the Insured

economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### CONDITIONS

1. **Interpretation** - This Policy and all Schedules 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. **Other Insurance** Any compensation payable by the Insurer in respect of Temporary Total Disablement or any Medical Expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of the Insured Person from any other source, e.g. medical aid scheme or occupational injuries and diseases enactment and/or workmen's compensation enactment, employer or any other similar legislation
13. **Sanctions** - No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or

## SERIOUS ILLNESSES LISTED BELOW

<p><b>i. Cancer</b></p>	<p>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.</p> <p>The following conditions are excluded from this definition:</p> <ul style="list-style-type: none"> <li>• All cancers in situ and all pre-malignant conditions.</li> <li>• 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.</li> <li>• All skin cancers, other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).</li> </ul>
<p><b>ii. Coronary Artery Surgery</b></p>	<p>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</p>
<p><b>iii. Heart Attack</b></p>	<p>This is defined as the death of heart muscle, due to inadequate blood supply, as evidenced by two of the following three criteria:</p> <ul style="list-style-type: none"> <li>• Compatible clinical symptoms</li> <li>• Characteristic ECG changes, which can be either of the following: <ul style="list-style-type: none"> <li>○ New pathological Q-waves as defined below, or</li> <li>○ 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.</li> </ul> </li> <li>• Pre-intervention raised cardiac markers: <ul style="list-style-type: none"> <li>○ Trop T greater than 1,0 ng/ml, or</li> <li>○ Trop I greater than 0,5 ng/ml, or</li> <li>○ CK-MB mass greater than two times the normal values in acute presentation phase, or</li> <li>○ Total CPK elevation of greater than two times the normal values, with at least 6% being CK-MB.</li> </ul> </li> </ul> <p>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.</p> <p>For purposes of this definition, new pathological Q-waves mean the following:</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p>ECG changes indicative of myocardial ischaemia that may progress to myocardial infarction, mean the following:</p> <ul style="list-style-type: none"> <li>• Patients with ST-segment elevation: <ul style="list-style-type: none"> <li>○ 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.</li> </ul> </li> <li>• Patients without ST-segment elevation: <ul style="list-style-type: none"> <li>○ ST-segment depression.</li> <li>○ T-wave abnormalities only</li> </ul> </li> </ul>
<p><b>iv. Stroke (resulting in permanent symptoms)</b></p>	<p>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.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> <li>• Transient ischaemic attack.</li> <li>• Vascular disease affecting the eye or optic nerve.</li> <li>• Migraine and vestibular disorders.</li> <li>• Traumatic injury to brain tissue or blood vessels</li> </ul>
<p><b>v. Kidney Failure</b></p>	<p>Chronic end stage failure of both kidneys to function, as a result of which regular dialysis is necessary</p>
<p><b>vi. Major Organ Transplant</b></p>	<p>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</p>
<p><b>vii. Paraplegia</b></p>	<p>Total and irreversible loss of the use of any two limbs, but excluding paraplegia caused by accidental, violent, external and visible means</p>
<p><b>viii. Multiple Sclerosis (with persisting symptoms)</b></p>	<p>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</p>
<p><b>ix. Blindness</b></p>	<p>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</p>
<p><b>x. Heart Valve Surgery</b></p>	<p>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</p>

<b>xi. Motor Neuron Disease (resulting in permanent symptoms)</b>	A definite diagnosis of motor neuron disease by a neurologist. There must be permanent clinical impairment of motor function
<b>xii. Alzheimer's</b>	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
<b>xiii. Coma (resulting in permanent neurological complications):</b>	A state of unconsciousness with no reaction to external stimuli or internal needs which: <ul style="list-style-type: none"> <li>• Requires the use of life support systems for a continuous period of at least 96 hours; and</li> <li>• 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.</li> </ul> For the above definition, the following is not covered: <ul style="list-style-type: none"> <li>○ Coma secondary to alcohol or drug abuse</li> <li>○ Coma caused by accidental violent external and visible means</li> </ul>
<b>xiv. Parkinson's Disease</b>	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. <b>Severity Level B</b> shall apply on the unequivocal diagnosis of Parkinson's disease by a consultant neurologist and provided that: <ul style="list-style-type: none"> <li>• The disease cannot be controlled with medication; and</li> <li>• The disease shows signs of progressive impairment.</li> </ul> <b>Severity Level A</b> shall apply on the unequivocal diagnosis of Parkinson's disease by a consultant neurologist and provided that: <ul style="list-style-type: none"> <li>• Activities of Daily Living assessment confirms the inability of the Member to perform, without assistance, three or more of the following as a result of Parkinson's Disease: <ul style="list-style-type: none"> <li>○ Transfer; Mobility; Continence; Dressing; Bathing/washing; Eating;</li> </ul> </li> </ul> The disease cannot be controlled with medication; and The disease shows signs of progressive impairment.

## SCHEDULE OF BENEFITS – AUTOMATIC EXTENSIONS

BENEFIT	MAXIMUM COMPENSATION PER INCIDENT
Repatriation/Body Transportation	R200 000
Emergency Transportation/ Search & Rescue	R200 000 any one person & R1 000 000 any one event
Life Support Equipment	R100 000
Temporary Drivers	R 2 000 per week – annual limit R10 000
Trauma Counselling	R 750 per visit - annual limit R25 000
Childcare	R 300 per day - annual limit R 15 000
Family/Domestic Worker Medical Expenses	R50 000
Claims Preparation Costs	R50 000
Mobility	R250 000
Rehabilitation	
a) Unable to resume usual occupation	R100 000
b) Resume usual occupation	R5 000 per week up to 52 weeks
Relocation	R150 000
Seat Belt	10% up to a maximum of R100 000
Crime	10% up to a maximum of R100 000
Hospital confinement	R2 000 per day up to a maximum of 14 days & a maximum of 90 days any one event
HIV/AIDS Accidental Exposure	Assistance Service
HIV Compensation	R 1 000 000
Accident Expert Assist	Assistance Service
	R7 500 guaranteed hospital admission
Accidental Death Courtesy car hire	Assistance Service
War Risks cover	Up to the maximum limit stated under Death or Permanent Total Disability
Additional Death Benefit	R25 000
Detention	Compensation as per Schedule under Temporary Total Disability