

## GROUP PERSONAL ACCIDENT

### Defined events

Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or It employee of Yours (hereinafter in this section referred to as such person) specified in the schedule.

We will pay to You, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

### Definitions

**Permanent disability** shall mean compensation

**Percentage of Compensation**

A. loss by physical separation at or above the wrist or ankle of one or more limbs	100
B. permanent and total loss of	
a. whole eye	100
b. sight of eye	100
c. sight of eye except perception of light	75
C. permanent and total loss of hearing	
a. both ears	100
b. one ear	25
D. permanent and total loss of speech	100
E. injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
F. loss of four fingers	70
G. loss of thumb (one or both phalanges)	25
H. loss of index finger (one, two or three phalanges)	10
I. loss of any other finger (one, two or three phalanges) - each finger	6
J. loss of metacarpals (first, second, third, fourth or fifth (additional)	5
K. loss of toes	
a. all on one foot	30
b. great, one or both phalanges	5
c. other than great, if more than one toe lost, each	5

### Memoranda

Where the injury is not specified, We will pay such sum as, in their opinion, is consistent with the above provisions.

- a. Permanent total loss of use of part of the body shall be treated as loss of such part.
- b. 100 per cent shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of anyone such person.

**Temporary total disability**

shall mean total and absolute incapacity from following usual business or occupation.

**Medical expenses**

Shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.

**Business limitation**

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

**Provisos**

It is declared and agreed that

1. We shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of anyone such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses;
2. the compensation specified for temporary total disability shall 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;
3. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age;
4. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by Us so to do, submit to medical examination and undergo any treatment specified. We shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
5. General conditions 2 and 9 do not apply to this section;
6. in respect of this section only, General exception 1 is deleted and replaced by the following:

This section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

**Extensions**

**Exposure**

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.

**Disappearance**

In the event of the disappearance of any such person in circumstances which satisfy Us that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, We will, for the purposes of the insurance afforded by this section, presume his death provided that if, after We shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by You to Us.

**Burns disfigurement (if stated in the schedule to be included)**

Subject to the exclusion shown below, the following item is added to the definition of permanent disability: Percentage of compensation

		<b>Percentage of compensation</b>
L.	permanent disfigurement resulting from accidental external burns to the combined surface area of the	
	a. Face and neck	
	100% surface area disfigurement	50
	Less than 100% surface area disfigurement	
		The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement.

- b. Remaining parts of the body other than the face and neck
  - 100% surface area disfigurement
  - Less than 100% surface area disfigurement

25

The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement.

**We shall not pay under any sub-item of this extension unless the disfigurement exceeds 10 per cent for the sub-item under which a claim is lodged.**

**Life support machinery**

**Notwithstanding anything contained in the defined events, the 24-month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.**

**Funeral costs**

The Liability shall not exceed R5 000 per event or incident.

In the event of an accident giving rise to a Death Claim We shall pay to such person’s estate a contribution towards funeral costs.

**Mobility**

Our Liability shall not exceed R10 000 per event or incident.

In the event where We admit a claim in terms of Compensation B – Permanent Disability and if, as a direct result of the disability, such person permanently relies on a wheelchair for mobility, We shall in addition to any benefit payable in respect of the Permanent Disability also pay compensation in respect of the main member and/or his/her spouse as described in the Schedule:

- a. a self-propelled wheelchair and/or;
- b. the modification of controls to such person’s motor vehicle and/or;
- c. if necessary the installation of equipment in such person’s motor vehicle to load and unload the wheelchair from the vehicle and/or;
- d. modifications to such person’s dwelling to make provision for the use of such wheelchair.

**Farm murders**

Our Liability shall not exceed R50 000 per event or incident.

In the event of the death of such person due to murder that is solely caused by and directly related to a farm attack, We shall pay double the compensation in respect of Compensation A – Death in respect of the main member and/or his/her spouse as described in the Schedule.

Provided that:

- a. cover in terms of this Extension shall be limited to a murder taking place on property used for farming purposes, the property of, or rented or used by such person or such person’s spouse.
- b. insurance on a minimum of five Sections of this Policy shall be in force, which have to include the following Sections:
  - i. Fire;
  - ii. Householder;
  - iii. Motor vehicle;
  - iv. Public Liability;
  - v. Group Personal Accidents and/or Stated Benefits;
- c. for the purposes of this Extension the term “such person” shall be limited to the Insured(s) and his/her/their spouse(s) only in the capacity as owner(s), co- owner(s) or tenant(s) of property used for farming purposes.
- d. the amount payable in terms of this Extension shall be payable in addition to the compensation for Death Cover as set out in the Schedule against such person.

## Specific exceptions

We shall not be liable to pay compensation for death, disability or medical expenses in respect of such person

- a. while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;
- b. by his suicide or intentional self injury;
- c. due to an accident that can be attributed to such person's serious and willful misconduct
- d. caused solely by an existing physical defect or other infirmity of such person;
- e. as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
- f. as a result of his participation in any riot, civil commotion or terrorism;
- g. due to his/her involvement or participation in any army training or defence training, military operations or proceedings, excluding military training during peacetime
- h. in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof;
- i. bodily injury arising after you attain the age of 75 (seventy five)
- j. in the event of death of an insured person under 14 years of age
- k. while he is, or as a result of his, engaging in
  - i. motor cycling, motor quadrocycling or motor tricycling (whether as a driver or passenger) other than on Your business
  - ii. racing of any kind involving the use of any power-driven
    - aa. vehicle'
    - ab. vessel
    - ac. craft
- l. mountaineering necessitating the use of ropes or guides, winter sports involving snow or ice, polo on horseback, steeple chasing, any sport as a professional, hang-gliding, paragliding, parachuting, bungee jumping, hang-gliding, wrestling, boxing or martial arts.
- m. while such person is using or due to such person using woodworking tools except as a hobby;
- n. while such person is busy with or due to such person being busy with any shaft digging, any shaft-sinking, any underground mining activities, or the manufacture or use of explosives.