

# GROUP PERSONAL ACCIDENT

## DEFINED EVENTS

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

The insurer will pay to the insured, 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

**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 whole eye _____   | 100 |
|     | sight of eye _____  | 100 |
|     | sight of eye except perception of light _____   | 75  |
| (c) | permanent and total loss of hearing   |     |
|     | both ears _____   | 100 |
|     | one ear _____   | 25  |
| (d) | permanent and total loss of speech _____  | 100 |
| (e) | injuries resulting in permanent total disability 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   |     |
|     | both phalanges _____  | 25  |
|     | one phalanx _____   | 10  |
| (h) | loss of index finger  |     |
|     | three phalanges _____   | 10  |
|     | two phalanges _____   | 8   |
|     | one phalanx _____   | 4   |
| (i) | loss of middle finger   |     |
|     | three phalanges _____   | 6   |
|     | two phalanges _____   | 4   |
|     | one phalanx _____   | 2   |
| (j) | loss of ring finger   |     |
|     | three phalanges _____   | 5   |

|     |   |    |
|-----|---|----|
|     | two phalanges _____                                     | 4  |
|     | one phalanx _____                                       | 2  |
| (k) | loss of little finger                                   |    |
|     | three phalanges _____                                   | 4  |
|     | two phalanges _____                                     | 3  |
|     | one phalanx _____                                       | 2  |
| (l) | loss of metacarpals                                     |    |
|     | first or second (additional) _____                      | 3  |
|     | third, fourth or fifth (additional) _____               | 2  |
| (m) | loss of toes  |    |
|     | all on one foot _____                                   | 30 |
|     | great, both phalanges _____                             | 5  |
|     | great, one phalanx _____                                | 2  |
|     | other than great, if more than one toe lost, each _____ | 2  |

## MEMORANDA

- (i) Where the injury is not specified, the insurer will pay such sum as, in their opinion, is consistent with the above provisions.
- (ii) Permanent total loss of use of part of the body shall be considered loss of such part.
- (iii) 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 any one such person.

**Temporary total disability** shall mean total and absolute incapacity from following usual business or occupation except where the insured person is also the owner of the farm in which case the compensation specified in respect of temporary total disability is only payable for the period while such farm owner is admitted to a hospital or registered nursing home due to the physical injury.

**Emergency expenses:** The reasonable costs incurred within 24 months of the defined event by such person in respect of medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids and prostheses):

- resulting from a Disability Event caused by an accident; or
- on the happening of a health event other than a Disability Event to cover the cost of emergency medical treatment; and

In both cases including the cost of emergency evacuation or transport to a medical treatment facility including freeing such person if trapped or bringing such person to a place of safety.

**Disability Event** means any event resulting in –

- (a) The loss of a limb or sense organ, or the use thereof by a person; or
- (b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to –
  - (i) continue their employment or own occupation, profession or trade;
  - (ii) participate in any employment, occupation, profession or trade that is reasonably suitable for that person given, amongst other matters, their education, skills, experience or age; or
  - (iii) carry on the functions required for normal activities of life.

**Health Event** means an event relating to the health of the mind or body of a person or an unborn, other than a disability event.

## BUSINESS LIMITATION (if stated in the schedule to be applicable)

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. the insurer 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 any one 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 emergency 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 75 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 the insurer so to do, submit to medical examination and undergo any treatment specified. The insurer 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:
7. 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

### 1. 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.

### 2. Disappearance

In the event of the disappearance of any such person in circumstances which satisfy the insurer that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, the insurer will, for the purposes of the insurance afforded by this section, presume his death provided that if, after the insurer 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 the insured to the insurer.

### 3. 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:

|  | <b>Percentage of compensation</b>  |
|--|--|
| (n) permanent disfigurement resulting from accidental external burns to the combined surface area of the |  |
| (i) face and neck  | <b>50</b>  |
| 100% surface area disfigurement  | The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement  |
| less than 100% surface area disfigurement  |  |
| (ii) remaining parts of the body other than the face and neck  | <b>25</b>  |
| 100% surface area disfigurement  | The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement. |
| less than 100% surface area disfigurement  |  |

### 4. 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.

### 5. Mobility

When the insurer has admitted a claim for permanent total disablement and as a direct result of that disablement the insured person is permanently dependent on a wheelchair for mobility the insurer will pay for

- (a) a self propelled wheelchair and/or
- (b) the modification of the controls to the insured person's motor vehicle and (if necessary) the fitting of wheelchair loading equipment and/or
- (c) alterations to the insured person's residence to facilitate the use of such wheelchair up to the amount of R10 000.

### 6. Repatriation (Only applicable if the death benefit is insured)

The insurer will pay in addition to the capital sum stated in the schedule reasonable and necessary expenses for the repatriation of the body of a deceased insured person to his normal place of residence up to an amount not exceeding R5 000.

### 7. Bereavement benefit (Only applicable if the death benefit is insured)

The insurer will pay in addition to the capital sum a further R3 000 for additional costs for accidental death of the insured person.

## SPECIFIC EXCEPTIONS

The insurer shall not be liable to pay compensation for death, disability or emergency 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) caused solely by an existing physical defect or other infirmity of such person;

- (d) 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);
- (e) as a result of his participation in any riot or civil commotion;
- (f) 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;
- (g) while he is, or as a result of his, engaging in
  - (i) motor cycling (whether as a driver or passenger) other than on the business of the insured
  - (ii) racing of any kind involving the use of any power-driven
    - (a) vehicle
    - (b) vessel
    - (c) craft
  - (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.