

PERSONAL ACCIDENT - AIG SOUTH AFRICA

OPERATIVE CLAUSE

In consideration of the payment of the premium by or on behalf of the Insured, the Insurers will pay to the Insured, on behalf of any 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 any other causes result, within 36 calendar months, in Death, Permanent Disability, Temporary Total Disability, Temporary Partial Disability or the incurring of Medical Expenses.

DEFINITIONS

Accidental Bodily Injury A fortuitous event which causes physical trauma to the Insured Person.

Annual Earnings The annual rate of wage or salary including 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, accommodation, food allowances, commissions and other considerations of constant nature 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, accommodation, food allowances, commissions and other considerations of constant nature shall be the average monthly amount earned during the period of employment times by 12.

In respect of the Insured Person employed by the Insured on a casual basis, where such person has been employed for less than 12 months, "Annual Earnings" shall mean total earnings paid or allowed by the Insured to the Insured Person divided by the total number of consecutive weeks service and multiplied by 52.

In respect of the Insured Person employed by the Insured under a contract, the period of which is less than one year, the term "Annual Earnings" shall mean the amount due to be paid to the Insured Person during the contract period, including the value of any accommodation and food allowances, but excluding any expenses of a reimbursive nature.

Average Weekly Earnings One fifty-second part of Annual Earnings.

Confinement Confinement to a hospital as a resident in-patient for a period which is necessary for the diagnosis or treatment of any Accidental Bodily Injury that is covered by the Policy.

First Amount Payable/Time Exclusion The monetary amount or period of time stated in the Schedule which is not covered by the Insurers and is for the Insured's own account.

Gender Any word or expression in the masculine shall be deemed to include the feminine.

| | |
|-------------------------|---|
| Hospital | A hospital (other than an institution for the aged, chronically ill or convalescent rest and/or drug or alcohol rehabilitation facilities) operated 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 |
| Insured Person | Person as described in the Schedule of this Insurance. |
| Medical Expenses | All costs and expenses necessarily incurred, within 36 months of the date of the accident, for artificial aids, prostheses, medical, surgical, dental, ophthalmic, nursing home or hospital treatment and supplies as a result of Accidental Bodily Injury. |
| Occurrence | <p>All individual losses arising out of and directly occasioned by one accident at an identifiable time and place.</p> <p>For the purpose of this definition an identifiable time is defined as a period of 24 consecutive hours commencing at the start of the accident and an identifiable place is defined as all places falling within a 20 kilometre radius.</p> |

Permanent Disability

| | | Percentage of Compensation |
|-----|--|----------------------------|
| 1 | loss by physical separation at or above the wrist or ankle of one or more limbs | 100 |
| 2 | permanent and total loss of; | |
| 2.1 | whole eye | 100 |
| 2.2 | sight of eye | 100 |
| 3 | permanent and total loss of hearing; | |
| 3.1 | both ears | 100 |
| 3.2 | one ear | 35 |
| 4 | permanent and total loss of speech | 100 |
| 5 | injuries resulting in permanent disability from attending to usual occupation and any other equivalent occupation for which the Insured Person is fitted by education, knowledge or training | 100 |
| 6 | loss of four fingers | 75 |
| 7 | loss of thumb | |
| 7.1 | both phalanges | 30 |
| 7.2 | one phalanx | 15 |
| 8 | loss of finger | |
| 8.1 | three phalanges | 15 |

| | | | |
|------|---|----|---|
| 8.2 | two phalanges | 10 | |
| 8.3 | one phalanx | 5 | |
| 9 | loss of toes | | |
| 9.1 | all on one foot | 35 | |
| 9.2 | great, both phalanges | 15 | |
| 9.3 | great, one phalanx | 5 | |
| 9.4 | other than great, if more than one toe lost, each | 5 | |
| 10 | loss of metacarpals or metatarsals | | |
| 10.1 | first or second (each metacarpal/metatarsal) | 3 | |
| 10.2 | third, fourth or fifth (each metacarpal/metatarsal) | 2 | |
| 11 | permanent disfigurement of; | | |
| | the head and neck, provided the total area affected exceeds 10% 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 10% 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%. |
| | all other areas of the body, provided that the total area affected exceeds 5% of the total area of the body | | A percentage of the compensation in direct proportion to the area affected but subject to a maximum of 50%. |

Temporary Partial Disability Temporary incapacity which prevents the Insured Person from attending to a substantial part of his usual business or occupation.

Temporary Total Disability Temporary total and absolute incapacity from attending to usual business or occupation.

GENERAL PROVISIONS

1. The Insurers shall not be liable to pay 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 and any Extensions reflected herein, in respect of any one Occurrence for any one Insured Person.
2. In respect of Permanent Disability;
 - 2.1. where the injury is not specified the Insurers will pay such sum as, in their opinion, is not inconsistent with the provisions of the Permanent Disability Definition.
 - 2.2 permanent total loss of use of part of the body shall be treated as loss of such part.

- 2.3 the maximum percentage of compensation payable for Permanent Disability for any one Insured Person in respect of each and every Occurrence shall be 100%.
- 2.4 If a claim for loss of part of the body is payable under Permanent Disability Definitions 1 to 10, compensation under Permanent Disability Definition 11 shall not be payable in respect of the same part of the body, unless the percentage of compensation due under 11 is greater than the percentage of compensation payable under 1 to 10, in which case compensation shall be payable under Permanent Disability Definition 11 only.
3. The compensation payable for Temporary Total Disability and Temporary Partial Disability shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that Permanent Disability may remain. In no circumstances shall these benefits together be payable for a period longer than the number of weeks stated in the Schedule for Temporary Total Disability and the Insurers shall not be liable for any compensation for such Temporary Total Disability or Temporary Partial Disability which falls within the Time exclusion stated in the Schedule.
4. Where the period of Temporary Total Disability or Temporary Partial Disability, after the application of the Time exclusion, is less than a complete week, the amount payable for each working day shall be the appropriate percentage of the Insured Person's normal days/hours of work per week as set out in their contract of employment, reasonably adjusted to take into account any overtime or other payments earned prior to the period of such Temporary Total Disability or Temporary Partial Disability.
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. The maximum Compensation stated in the Schedule for Medical Expenses shall apply in excess of the First Amount Payable, as stated in the Schedule.
7. Payments on account may be made to the Insured, if required, at the discretion of the Insurers where amounts recoverable have been delayed pending finalisation of any claim.
8. VAT basis
 - 8.1 **VAT inclusive**

All amounts stated in this Policy are expressed inclusive of VAT at 15%. For clarity it is noted that in cases where the first amount payable is expressly recovered by the Insurer from the Insured, the first amount payable in terms of the Policy so recovered does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.
 - 8.2 **VAT exclusive** (only if stated in the Schedule to be included)

All amounts stated in this Policy are expressed exclusive of VAT. In settling claims the Insurers will add VAT at 15% to the VAT exclusive settlement to allow for a vendor Insured's output VAT liability under section 8(8) of the VAT Act. For clarity it is noted that in cases where a first amount payable is expressly recovered by the Insurers from the Insured, the first amount payable in terms of the Policy does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

9. The Maximum limit stated in the Schedule in respect of any one Occurrence shall apply across all categories of Insured Persons and across all sections of the Policy.

GENERAL EXCLUSIONS

- A. The Insurers shall not be liable to pay compensation for Accidental Bodily Injury in respect of any Insured Person:
1. before he attains 15 years of age or after the expiry of the annual period of insurance in which he attains 79 years of age unless otherwise provided for herein;
 2. whilst he is engaging in air travel as a member of the crew unless such activities are solely for social and/or pleasure purposes and not of a competitive nature or for reward;
 3. whose death or disability is caused solely by an existing physical defect or infirmity;
 4. directly resulting from him deliberately committing a criminal offence or deliberately exposing himself to exceptional danger (except in an attempt to save animal or human life);
 5. directly caused by his participation in any riot or civil commotion;
 6. whilst he is engaging or taking part in sport as a professional;
 7. whilst he is on service or duty or undergoing training with any military or police force other than whilst on police reserve duty.

Provided however, that where any of Exclusions A.1 to 6 above are applicable, the Insurers will pay 20% of the compensation that would have been payable if the Exclusion had not applied.

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

GENERAL CONDITIONS

1. Claims

On the happening of any Occurrence which may result in a claim under this Insurance, the Insured shall give notice thereof, to the Insurers as soon as possible, and in each case within 36 months of the date of the injury.

The Insured shall also send full particulars of the claim and such information and documentation as is required by the Insurers.

The Insured Person shall, when reasonably required by the Insurers so to do, submit to a medical examination and undergo any treatment specified. The Insurers shall not be liable to make any payment unless this General Condition is complied with to their satisfaction.

2. Fraud

If the Insured or an Insured Person or anyone acting on the Insured or an Insured Person's behalf, make any claim knowing it to be false or fraudulent the benefit afforded by this Insurance in respect of any such claim shall be forfeited.

3. Cancellation

This Insurance may be cancelled at any time by the Insurers giving 90 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 any premium adjustment clause.

4. Premium Adjustment (if stated in the Schedule to be included)

The premium for this Insurance having been calculated on 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.

5. Acquisitions

If during the Period of Insurance the Insured acquires or creates a subsidiary or associated company either directly or through one of its own subsidiaries, this policy automatically extends to include such subsidiary or associated company from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 10% from the information upon which the premium at inception or last renewal (whichever occurred last) was calculated.

If the revised underwriting information varies by more than 10%, the Insurers agree to provide cover from the date of its acquisition or creation for a period of 30 days during which time the Insured shall provide any additional information that the Insurers may require and pay such additional premium as may become due.

Underwriting information for purposes of this General Condition means whichever of the elements has formed the basis of the premium calculation including but not limited to:

1. Estimated earnings
2. Estimated numbers of Insured Persons
3. Travel patterns

6. Difference in Conditions and/or Difference in Limits

The Insurers agree to pay the Insured any claim made which is not recoverable under this Policy but which would have been covered under a Personal Accident policy that the Insured had in place during the 12 months immediately prior to the inception of the first Period of Insurance with the Insurers.

This agreement is only applicable to the extent of:

- a) any difference in the amount payable or,
- b) any difference in policy cover provided,

as detailed in the prior policy wording, policy schedule and any endorsements attached and will only be applicable to claims arising and advised to the Insurers during the Period of Insurance or until such time as the Policy is lapsed or cancelled, whichever is the sooner.

This agreement will not apply to any difference that is a result any change to the limits, terms or conditions agreed with the Insured.

7. Jurisdiction

This Policy shall be governed by the laws of the Republic of South Africa whose courts shall have jurisdiction in any dispute arising hereunder.

GENERAL EXTENSIONS

1. Accidental Bodily Injury

Accidental Bodily Injury shall be extended to include injury directly or indirectly resulting from misfortune caused by starvation, dehydration, exposure to the elements, bites/stings by spiders animals or insects other than those causing malaria.

2. Additional Compensation

The Insurers will pay in addition to the compensation specified in the Schedule, the under-noted benefits and costs unless reflected as forming part of any specific compensation and indicated within the Schedule to apply, where necessary:

2.1 Blood Transfusion

Should an Insured Person require a blood transfusion as a result of Accidental Bodily Injury, the Insurers will pay, the cost of the blood transfusion up to a maximum of R100,000 in excess of payment from Medical Aid upon receipt of evidence of such Insured Person having undergone a blood transfusion and that Medical Aid was not able to pay the full cost.

2.2 Childcare

If there is Accidental Bodily Injury to:

1. an Insured Person's child resulting in disability which requires regular care and attendance;
2. an Insured Person or his spouse resulting in disability which prevents care being given to the child.

the Insurers will pay to the Insured Person an amount of R200 per day subject to a maximum of R10,000 per Period of Insurance during the period of such disability, provided that the Insurers will:

- a. not be liable for the first 7 days of any one Occurrence;
- b. only be liable for a period not longer than 28 days in respect of any one Occurrence;
- c. not be liable for any claim in respect of a child who is more than 16 years of age, unless physically or mentally handicapped;

| | | |
|------------|---|---|
| | | <p>d. 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;</p> <p>e. only be liable if the child is permanently resident with the Insured Person.</p> |
| 2.3 | Claims Preparation Costs | 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 Occurrence shall not exceed an amount of R50,000. |
| 2.4 | Corporate Reputation Protection (Visitors Personal Accident) | If during the period of Insurance an Insured Person or Visitor suffers Accidental Bodily Injury whilst legally in or on the policyholder's premises resulting in Death or Permanent Disability the Insurers will pay the Insured Person up to a maximum of R10, 000. |
| 2.5 | Cosmetic or Reconstructive Surgery | In the event of Accidental Bodily Injury being sustained by an Insured Person that results in a valid claim under Permanent Disability, the Insurers will reimburse the Insured Person up to R10, 000 for documented costs incurred for cosmetic or reconstructive treatment as recommended by the treating Medical Practitioner, if incurred within a period of 730 days of the Accidental Bodily Injury. |
| 2.6 | Crime Benefit | In the event that the Insured Person's Death or Permanent Disability is as a direct consequence of a crime, the Insurers will pay an additional 10% of the Insured Person's Death or Permanent Disability benefit up to a maximum amount of R120,000. |
| 2.7 | Disability Top Up | Where Accidental Bodily Injury results in Paraplegia or Quadriplegia, and the Benefit for Permanent Total Disablement becomes payable, the Insurers will pay the Insured Person an additional 5% of the Sum Insured if the Insured Person is declared Paraplegic or an additional 10% of the Sum Insured if the Insured person is declared Quadriplegic. This benefit is payable in addition to the amount payable for Permanent Total Disablement. |
| 2.8 | Emergency Transportation Costs/Search and | The Insurers will pay costs and expenses necessarily incurred for: |

| | |
|--|---|
| Rescue | <p>2.8.1 emergency transportation;</p> <p>2.8.2 search and rescue, including freeing and bringing the Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to the Insured Person, provided that:</p> <ul style="list-style-type: none"> a. the Insurers will not be liable if the 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 Occurrence shall not exceed an amount of R200,000 in respect of any one Insured Person. |
| 2.9 Family/Servant Medical Expenses | <p>In the event of 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, the Insurers will pay consequent Medical Expenses incurred by such person, provided that:</p> <ul style="list-style-type: none"> 2.8.1 if the Business Hours Limitation is applicable, this extension does not apply; 2.8.2 the Insurers will not be liable for the first R250 payable for each and every Occurrence; 2.8.3 the Insurers will only be liable for any amounts in excess of amounts paid or payable under any other policy of insurance and/or the Road Accident Fund; 2.8.4 the liability of the Insurers in respect of each and every Occurrence shall not exceed an amount of R50,000 in respect of any one Insured Person and any one Occurrence. |
| 2.10 Final Expenses | <p>In the event of an Insured Person dying as a result of Accidental Bodily Injury, the Insurers shall pay the reasonable expenses incurred in preparing and interring or cremating a deceased Insured Person , provided the Insurers’ maximum liability shall be limited to R25,000.</p> |
| 2.11 Home Convalescence | <p>The Insurers will pay the Hospital Confinement benefit if an Insured Person is instructed by a Medical Practitioner</p> |

to complete their recovery at home following a valid claim for Hospital Confinement. The benefit will be limited to the maximum number of days an Insured Person received the Hospital Confinement Benefit.

- 2.12 Hospital Confinement** The Insurers will pay the Insured Person R1,000 per day up to a maximum of 90 days, if during the Period of Insurance, the Insured Person is necessarily confined to a hospital as a result of Accidental Bodily Injury.
- 2.13 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 Insurer's liability is limited to an amount of R75,000 in respect of any one Insured Person or any one Occurrence.
- 2.14 Miscellaneous Expenses** Where an Insured Person dies as a result of Accidental Bodily Injury covered in terms of this insurance, the Insurers shall in addition to the Death benefit, pay an amount of R10,000.
- 2.15 Mobility Costs** Where 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 and/or a prosthetic device for mobility, the Insurers will pay for:
- 2.14.1 a self-propelled wheelchair;
 - 2.14.2 the fitting of wheelchair loading equipment
 - 2.14.3 alterations to the Insured Person's residence to facilitate the use of such wheelchair or prosthetic device;
 - 2.14.4 the modification of the controls to the Insured Person's motor vehicle.

The liability of the Insurers for such costs in respect of each and every Occurrence shall not exceed an amount of R250,000 for any one Insured Person.

- 2.16 Permanent Disability Up-Skill** In the event of a payment for Permanent Disability as stated in item 5 of the Permanent Disability Definitions, the Insurers will indemnify the Insured for the tuition costs for retraining the Insured Person for an alternative occupation up to R25,000 per year for a maximum period of 3 years. The invoice from the institution for higher learning that the Insured Person is registered with will be required to be submitted to the Insurers before the benefit can be paid. The Insured

Person is required to pass all subjects/modules to enjoy the benefit for the following year. Proof of passing is to be submitted to the Insurers before the following years tuition fees will be paid.

2.17 Post Mortem

In circumstances where prior to obtaining a post mortem report the Insurers are satisfied that the death of an Insured Person is covered by the Policy, the Insurer shall pay the Death benefit without having sight of the report.

In circumstances where a post mortem report is required in order to confirm that a claim for death that is otherwise ostensibly valid is covered by the Policy, the Insurer will, pending receipt of the report, pay 25% of the Death benefit up to a maximum of R100,000, provided that if on receipt of the report it is established that the claim was not covered in terms of the Policy, such payment will immediately be refunded by the Insured to the Insurers unless the Insured, after taking all reasonable steps, is unable to recover such payment. If the post mortem report does not provide any evidence to substantiate repudiation of the claim, the Insurer shall immediately pay the Death benefit less the amount already paid

2.18 Rehabilitation

If an Insured Person is temporarily or permanently disabled to the extent that he is unable to follow his usual business or occupation the Insurers will:

- 2.16.1 in the case of Temporary Total Disability, pay the actual expenses incurred to rehabilitate the Insured Person to be able to attend to his usual business or occupation provided that:
 - a. the Insurers' liability shall be limited to an amount of R 5,000 per week;
 - b. the maximum period of indemnity is 12 weeks.
- 2.16.2 in the case of Permanent Disability, where the Insured Person can be retrained to carry out another business or occupation, the Insurers will pay 85% of 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 an amount of

R150,000 in respect of any one Insured Person.

2.19 Relocation

In the event that there is a valid claim for Death or serious Accidental Bodily Injury of an Insured Person and it is necessary for the Insured to replace such person, the Insurers will pay for:

- 2.17.1 the relocation costs of the replacement, his family, household contents and pets;
- 2.17.2 75% of any loss resulting from the forced sale of the replacement's private dwelling, as determined by an impartial valuator appointed and paid by the Insurers.

Provided that:

- a. the replacement moves residence more than 100 kilometres;
- b. the maximum amount payable by the Insurers for any one person will not exceed an amount of R75,000 for any one Occurrence.

2.20 Repatriation

If there is a valid claim for death or serious Accidental Bodily Injury, the Insurers will 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:

- 2.18.1 the liability of the Insurers in respect of each and every Occurrence shall not exceed an amount of R200,000 for any one Insured Person;
- 2.18.2 in the event of a claim for serious Accidental Bodily Injury, the prior consent of the Insurers to repatriate the Insured Person must be obtained. Such consent will not be unreasonably withheld.

2.21 Seat Belt Benefit

The Insurers will pay an additional 10% of the Insured Person's Death or Permanent Disability benefit, up to a maximum amount of R120,000, provided that the Insured Person was wearing a properly fastened, original, factory-installed seat belt while operating or travelling as a passenger in a private motor vehicle when the Accident causing the Death or Total Disability occurs.

Verification of the actual use of the seat belt at the time

of the accident must be a part of an official report of the accident or must be certified in writing by the investigating officer(s).

2.22 Surgery Lump Sum

Covered Losses

Where Accidental Bodily Injury results in a valid claim under Permanent Disability, the Insurers will pay the Insured Person a lump sum benefit of R10, 000 for any one Occurrence if the Insured Person undergoes surgery as recommended by a Medical Practitioner.

Specific Definition

Surgery means specifically for the purposes of this Policy when an Insured Person undergoes Surgery which requires the use of general anaesthetic, where the surgical procedure lasts at least 2 hours and the Insured Person spends at least 2 days in Hospital.

2.23 Temporary Drivers

If, as a result of Accidental Bodily Injury, the Insured Person is unable to travel to and from his normal place of employment using the normal method of transport 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:

- 2.21.1 such costs will not be payable in addition to any amount payable for Temporary Total Disability;
- 2.21.2 the liability of the Insurers shall not exceed an amount of R1,000 per week in respect of any one Insured Person subject to a maximum amount of R10,000 in any one Period of Insurance.

2.24 Trauma Counselling

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

- 2.22.1 the act of violence shall mean an assault, robbery, rape or car hijack;
- 2.22.2 the act of violence has been reported to the police and a case number obtained;
- 2.22.3 for the purposes of this Extension only, Insured Person shall include

immediate family members of such Insured Person and any other Insured Person who witnesses such an act of violence or traumatic Occurrence, provided that the Occurrence arises in the course of the Insured Person's employment with the Insured;

2.22.4 the liability of the Insurers shall not exceed an amount of R750 per consultation in respect of any one Insured Person and subject to a maximum amount of R25,000 during the Period of Insurance.

2.25 Unconsciousness

In the event of Accidental Bodily Injury being sustained by an Insured Person which results in the continuous unconsciousness of the Insured Person, the Insurers will pay 50% of the Hospital Confinement Benefit for each day of continuous unconsciousness, up to a maximum period of 365 days. This benefit will be in addition to any amount paid under the Hospital Confinement extension above.

2.26 Workplace Assault Medical Expenses

The Insurers will re-imburse the Insured Person all costs and expenses necessarily incurred for medical, surgical, dental or Hospital treatment as a result of bodily injury sustained as a result of unprovoked assault at the Insured Persons usual place of work or whilst undertaking their duties, up to a maximum limit of R20,000 per Insured Person. An Accumulation Limit of R200,000 shall apply from incidents arising from a single source.

3. Detention

In the event of the detention under duress of any Insured Person, other than by reasons of:

- 3.1 engagement (or alleged engagement) in any political activity against the de jure or de facto Government of the country where the detention occurs;
- 3.2 failure to be in possession of the requisite visas, work permits or associated documents required by such country;
- 3.3 involvement (or any allegation thereof) in any criminal activity;
- 3.4 debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss;

the cover in terms of this insurance 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 Detention of the Insured Person as a claim for Temporary Total Disability.

4. Disappearance

If any Insured Person disappears in circumstances which satisfy the Insurers that he has sustained injury to which this insurance 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 have made payment hereunder in respect of the Insured Person's presumed death, he is found to be alive, such payment shall immediately be refunded by the Insured to the Insurers unless the Insured, after taking all reasonable steps, is unable to recover such payment.

5. Hi-jacking, Abduction or Kidnapping

In the event of 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 insurance 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:

- 5.1 the Insurers liability is limited to the period of hi-jacking, abduction or kidnapping or 12 weeks whichever is the lesser;
- 5.2 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.

6. Life Support

Notwithstanding anything contained in the Operative Clause of this insurance, the 36 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 3 consecutive days, of life support machinery, equipment or apparatus.

OPTIONAL EXTENSIONS

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, the Insurers will pay to the Insured, on behalf of the Insured Person or his estate, the amount stated in the schedule as either a multiple of earnings or a fixed sum.

The sections of this insurance headed:

- Definitions (other than the definition of Annual Earnings)
- General Provisions (other than 7 and 8)
- General Exclusions (other than 4 and 5)
- Restricted Cover

are specifically declared inapplicable to this Extension.

Serious Illnesses

1. **Alzheimer's**

The deterioration or loss of intellectual capacity or abnormal behaviour arising from Alzheimers 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.

2. **Blindness**

The total and irreversible loss of vision in both eyes, but excluding blindness caused by accidental, violent, external and visible means.

3. **Cancer**

The presence of one or more tumours classified as malignant and characterised by the uncontrolled growth and spread of malignant cells and with invasion of normal surrounding tissue. Hodgkin 's disease and the Leukaemias are included in this definition, but excluding all skin tumours and/or carcinoma of cervix in situ.

4. **Chronic Liver Disease**

The end stage liver failure as evidenced by all of the following:

- permanent jaundice;
 - ascites; and
 - hepatics encephalopathy.
- Liver disease secondary to alcohol or drug abuse is excluded.

5. **Coma**

A state of unconsciousness with no reaction or response to external stimuli or internal needs persisting continuously with the use of a life support system which must include the use of a respirator for a period of at least 96 hours. Permanent neurological deficit must be present. Coma resulting directly from alcohol or drug abuse is excluded.

6. **Coronary Artery Surgery**

Definite coronary artery disease that is diagnosed via accepted angiograph testing and as a direct result undergoes actual surgery to all or part of the diseased coronary arteries, but excludes percutaneous angioplasty and/or any intra-arterial procedures not necessitating thoracotomy.

7. **End-stage Lung Disease**

The end-stage lung disease including interstitial lung disease, requiring extensive and permanent oxygen therapy as well as FEV 1 test result of less than 1 litre obtained with the use of a bronchial dilator.

8. **Heart Attack**

An ischaemic event to the myocardium (heart muscle) that results in the death of part of the myocardium manifested by typical chest pain, new changes to the Electrocardiogram and elevation of the cardiac enzymes.

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. Kidney Failure**
End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is instituted.
- 11. Loss of Hearing**
The total irreversible loss of hearing of all sounds.
- 12. Loss of Speech**
The total and irrecoverable loss of the ability to speak which must be established for a continuous period of 12 months. All psychiatric related causes are excluded. Loss of speech is the inability to make a comprehensible word or understandable verbal language.
- 13. Major Organ Transplant**
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.
- 14. Motor Neurone Disease**
The unequivocal diagnosis of Motor Neurone disease with significant persistent progressive neurological deficit resulting in a permanent inability to perform at least 3 of 6 of the Activities of Daily Living:
 - Bathing: the ability to shower or bathe;
 - Dressing: the ability to put on or take off clothing;
 - Toileting: the ability to use the toilet to maintain personal hygiene;
 - Mobility: the ability to get in and out of bed and a chair;
 - Feeding: the ability to get food from a plate into the mouth;
 - Continence: the ability to control bowel and bladder function
- 15. Multiple Sclerosis**
A disease characterised by demyelination in the brain and spinal cord. The diagnosis must be unequivocal. There must be more than one episode of well defined neurological deficit with persisting neurological abnormalities and with at least 25% impairment of function. Diagnosis should be supported by confirmatory neurological investigations e.g. lumbar puncture, evoked visual responses, evoked auditory responses, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system.
- 16. Muscular Dystrophy:**
The Diagnosis of muscular dystrophy which will have to be based on a combination of 3 out of 4 of the following:
 - family history of other affected individuals;
 - clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;
 - characteristic electromyogram;
 - clinical suspicion confirmed by muscle biopsy which confirms the Diagnosis of muscular dystrophy.
- 17. Paraplegia**
The total and irreversible loss of both legs or both arms, but excluding paraplegia caused by accidental, violent, external and visible means.

18. Paralysis (loss of use of limbs):

The total and irreversible loss of use of at least two entire limbs, but excluding paralysis caused by accidental, violent, external and visible means.

19. Parkinsons Disease

A degenerative chronic and progressive disorder of the [central nervous system](#) caused by the insufficient formation and action of [dopamine](#), impairing [motor skills](#) and speech resulting in muscle rigidity, tremor, a slowing of physical movement ([bradykinesia](#)) and, in extreme cases, a loss of physical movement ([akinesia](#)).

20. Quadriplegia

The total and irreversible paralysis of all four limbs, but excluding quadriplegia caused by accidental, violent, external and visible means.

21. Stroke

A cerebrovascular incident or inoperable brain tumour resulting in neurological sequelae of a permanent nature. This definition includes infarction of brain tissue, intracranial and/or subarachnoid haemorrhage and embolisation from an extracranial source.

22. Surgery to the Aorta:

Actual undergoing of surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

Specific Condition forming part of the Serious Illness Extension

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 Exclusions forming part of the Serious Illness Extension

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 has reached the age of 65 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.

2. If there is a claim under this Extension, the Insurers will not be liable for any further claim in respect of:
 - a. the Serious Illness which resulted in the said claim;
 - b. any other Serious Illness diagnosed for the Insured Person in the same insurance period as the said claim.

2. Sickness (if stated in the Schedule to be included)

This insurance is extended to cover Temporary Total Disability of the Insured Person caused by sickness or disease of the body contracted and commencing after the inception of this insurance subject to the following exclusions:

No Compensation shall be payable under this Extension:

- a. in respect of sickness or disease for which the Insured Person had received treatment, or medical advice, prior to the inception of this Insurance;
- b. for sickness manifesting itself within the first 30 days after the inception of this cover;
- c. for the first 30 days of any period of disablement following sickness;
- d. in respect of any Insured Person who has attained the age of 65 years;
- e. in respect of:
 - venereal or other socially transmitted diseases;
 - congenital abnormalities and conditions arising out of or resulting there from;
 - any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations.

3. HIV Accidental Exposure (if stated in the Schedule to be included)

If an Insured Person becomes infected with Human Immunodeficiency Virus "HIV" as a result of an accidental bodily exposure arising from and in the course of his employment, the Insurers will pay to the Insured, on behalf of the Insured Person or his estate, the amount stated in the Schedule as either a multiple of earnings or a fixed sum.

The sections of this insurance headed:

Definitions (other than the definition of Annual Earnings)
General Provisions (other than 7 and 8)
General Exclusions (other than 4 and 5)
Restricted Cover

are specifically declared inapplicable to this Extension.

For the purposes of this Extension an Insured Person does not become infected with "HIV" within the meaning of this Insurance unless:

1. within a period of 24 hours, following the accidental exposure, the Insured Person makes an official report of such exposure to the nominated responsible person within the Insured's organisation, who in turn within 72 hours must provide written notice to the Insurers of such accidental exposure

and
2. within 72 hours, of such exposure, the Insured Person undertakes a test performed by a registered medical practitioner in accordance with laboratory and clinical criteria representing good clinical practice at that date which demonstrates that the Insured Person does not have Human Immunodeficiency Virus

and
3. within a period of 3 calendar months from the date of the accidental exposure and during his lifetime the Insured Person is first diagnosed by a registered medical practitioner as being "HIV" positive, the diagnosis being made in accordance with laboratory and clinical criteria representing good clinical practice at that date.

Specific Provisions forming part of the HIV Accidental Exposure Extension.

1. The Insurers are entitled to require any test to be duplicated by a registered medical practitioner of their choice.
2. If the result of any test carried out by the Insured Person's registered medical practitioner is different from the test carried out by the Insurers' registered medical practitioner, then a final test shall be carried out by another registered medical practitioner who is acceptable to both parties or failing agreement, a registered medical practitioner will be appointed by the President of the Medical Association of South Africa and his determination shall be binding.
3. If the Insured Person so becomes infected with "HIV", the date of his infection shall be deemed the date of the accidental exposure unless the contrary is shown.
4. Following a notification of an Occurrence which could give rise to a claim in terms of this insurance, the Insurers shall at all times during and after the insurance period, have access to the Insured Person's medical records as held by the Insured.

Specific Exclusions forming part of the HIV Accidental Exposure Extension.

No claim shall be payable if:

1. the Insured Person takes or has taken drugs intravenously or subcutaneously unless in the course of medical treatment as prescribed by a registered medical practitioner;

2. it is directly or indirectly caused or contributed to by any medical condition known or reasonably ought to have been known to the Insured Person which has not been declared to and noted by the Insurers prior to the inception of this insurance;
3. the Insured Person fails or refuses to promptly make himself available for examination or the associated tests required;
4. the Insured Person is no longer in the employment of the Insured when the "HIV" positive diagnosis is made.

RESTRICTED COVER

1. **Business Hours Limitation** (if stated in the Schedule to be applicable)
This insurance 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** (if stated in the Schedule to be applicable)
This insurance 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 external training sessions arranged by the employer and to and from the place of work in a direct and timeous manner.

ADDITIONAL SERVICES *(Contact your Marsh Client Executive for full terms and conditions)*

The following are provided:

Political Evacuation

Costs incurred for political evacuation or repatriation of an Insured Person up to R500,000.

Kidnap and Wrongful Detention

Consultants fees and expenses following Kidnapping or Wrongful detention of an Insured Person up to R500,000.

Assistance Benefits

- **Group Guard Assist**
Provides immediate assistance should an Insured Person be accidentally exposed to HIV / AIDS.
- **WORKCOVER – COID fast track**
Assists the Insured Person with administration support and documentation in preparation for submission of work related injuries covered by COID.

PERSONAL ACCIDENT SECTION

| | | | |
|--------------|---|----------------|-----------------|
| Section | : 1 Page 4 | Our Reference | : 779497*014 |
| Print Date | : 19 August 2022 | Policy Number | : 779497*014 |
| Revision No. | : Endorsement - 1 | Effective Date | : 1 August 2022 |
| The insured | : Deutsche Internationale Schule Kapstadt | | |

| Details | Sum insured/ Limit of indemnity/ Compensation |
|--------------------|---|
| Any one Occurrence | R 200 000 000 |

(but not exceeding the Compensation amounts stated against Insured Persons/Circumstances above)

Memo

Insured Ages are between 11 and 18 years.

General Exclusion 1 is hereby amended to read:

1. Before he attains 5 years of age or after the expiry of the annual period of insurance in which he attains 79 years of age unless otherwise provided.

The above exclusion needs to be read in line with the below legislative provision:

The amount payable in respect section Accidental Death - In respect of Minors is limited in accordance with current legislation Insurance Act 52 of 1998 as below.

- Minor: before he or she attains the age 6 years - limit R 20 000
- Minor: after he or she attains the age of 6 years but before he or she attains the age of 14 years - limit R 50 000 or
- The sum insured on the policy if it is the lesser

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the Policy except as herein above set forth or in terms of any other additional written endorsement.