

ANNEXURE I - GROUP PERSONAL ACCIDENT

Defined events

Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director, Councillor or employee of the insured or any person on the business of the Council whether on a voluntary basis or otherwise, (hereinafter in this section referred to as such person) specified in the schedule.

The company 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 _____	100
(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 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 _____	
	both phalanges _____	25
	one phalanx _____	10
(h)	loss of index finger three phalanges _____	15
	two phalanges _____	10
	one phalanx _____	5
(i)	loss of middle finger three phalanges _____	10
	two phalanges _____	8
	one phalanx _____	4
(j)	loss of ring finger three phalanges _____	6
	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 _____	10
	great, one phalanx _____	5
	other than great, if more than one toe lost, each _____	5

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Memoranda

- (i) where the injury is not specified, the company 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 treated as 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.

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.

Funeral Costs shall be the actual costs payable in the event of an insured person dying as a result of accidental bodily injury, provided that the liability of the company in respect of any one claim shall not exceed the amount stated in the schedule for any one insured person.

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 company 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 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 the company so to do, submit to medical examination and undergo any treatment specified. The company 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.

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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 company that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, the company will, for the purposes of the insurance afforded by this section, presume his death provided that if, after the company 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 company.

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

Subject to the exclusion shown below, the following item is added to the "Permanent Disability" definition:

	Percentage of Compensation
(n) permanent disfigurement resulting from accidental external burns to the combined surface area of the:	
(i) 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
(ii) remaining parts of the body other than the face and neck	
100% surface area disfigurement	25
less than 100% surface area disfigurement	The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement

The company shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

4. Life support machinery

Notwithstanding anything contained in the defined events, the twenty four 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. Repatriation

If there is a valid death claim in terms of this section, the company will also pay the reasonable and necessary expenses incurred in the repatriation of the body of deceased insured person to his normal place of residence, provided that the liability of the company in respect of any one claim shall not exceed the amount stated in the schedule for any one insured person.

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6. Hijacking, Abduction or Kidnapping

In the event of the unlawful seizure or wrongful exercise of control or any aircraft or conveyance (including the crew thereof) in which the insured person is travelling, or the abduction or kidnapping of the insured person, the cover in terms of this section shall continue in force for the duration of such an event or 12 months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is insured, the company will regard the abduction, hijacking or kidnapping of an insured person as a claim for Temporary Total Disability, provided that:

- 6.1 the company's liability is limited to the period of hijacking, abduction or kidnapping or eight weeks, which ever is the lesser
- 6.2 no compensation shall be payable if any member of the insured person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory.

7. Mobility

When the company 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 company will, in addition to any amount payable for permanent disability, pay for:

- 7.1 a self propelled wheelchair
- 7.2 the fitting of wheelchair loading equipment and alterations to the insured persons residence to facilitate the use of such wheelchair
- 7.3 the modification of the controls to the insured person's motor vehicle

provided that the liability of the company for such costs in respect of any one claim shall not exceed the amount stated in the schedule for any one insured person.

8. War Risks (if stated in the schedule to be included)

Proviso 6 is deleted in its entirety, provided that:

- 8.1 the company shall not be liable to pay compensation in terms of this extension for death, disability, medical expenses or funeral costs in respect of any insured person while on service or duty or undergoing training with any military or police force.
- 8.2 the company shall not be liable to pay compensation in terms of this extension for claims resulting from war (whether declared or not) between 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.
- 8.3 this extension may be cancelled at any time by the company giving 30 days' notice in writing. From date of cancellation, the insured shall be entitled to refund premium pro rata for the unexpired Period of Insurance.

Specific exceptions

The company 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) caused solely by an existing physical defect or other infirmity of such person;

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- (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:
 - (aa) vehicle
 - (ab) vessel
 - (ac) craft
 - (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.