



PASSENGER LIABILITY AND PA COMBINATION POLICY WORDING

SECTIONS

- I. PASSENGER LIABILITY**
- II. GROUP PERSONAL ACCIDENT**

Reference is made in the schedule only to those sections shown in this index to be included and policy wordings are attached in respect of those sections only.

At first issue of this policy (or any section thereof) please check to ensure that all pages of all included sections are contained in this document.

At renewal or revision, policy wordings will not be reissued. This schedule will be updated and reissued as necessary together with any section schedule which may have changes.

August 2010

PREAMBLE, GENERAL EXCLUSIONS, CONDITIONS AND PROVISIONS

In consideration of and conditional upon the prior payment of the premium by or on behalf of the Insured and receipt thereof by or on behalf of the Insurers and having agreed that any proposal or other information supplied by the Insured or on his behalf, the Insurers agree to indemnify the Insured in accordance with the Defined Events as herein after appearing within the Sections up to the sums Insured, limits of indemnity, compensation and other amounts specified.

Specific exclusions, conditions and provisions shall override General exclusions, conditions and provisions.

General Exclusions

1A. This policy does not cover Loss of or Damage to property related to or caused by

- (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing
- (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- (iii) (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege
(b) insurrection, rebellion or revolution
- (iv) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence
- (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic changes, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof
- (vi) any attempt to perform any act referred to in clause (iv) or (v) above
- (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii), (iv), (v) or (vi) above

If the Insurers allege that, by reason of clause (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exclusion, DAMAGE is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

1B. This policy does not cover Loss of or Damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or similar act operative in any of the territories to which this policy applies.

1C. Notwithstanding any provision of this policy including any exclusions, or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion 1(C) 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 organization or government, 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.

If the Insurers allege that, by reason of clause 1(C) this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

2. Except as regard the GROUP PERSONAL ACCIDENT Section

(i) this policy does not cover

- (a) Loss of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) Any legal liability of whatsoever nature

directly or indirectly cause 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.

For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

(ii) the indemnity provided by this policy shall not apply to nor include any Loss of or Damage or legal liability directly or indirectly caused by, or arising from, nuclear weapons material.

General Conditions

1. Breach of conditions

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

2. Cancellation

This policy or any section 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 to the unexpired Period of Insurance, subject to any premium adjustment clause.

3. Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance and, if it is not received by or on behalf of the Insurers by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding Period of Insurance unless the Insured can show that failure to make payment was an error on the part of his paying agent.

Due date will be the first day of every calendar month where premium is payable monthly.

4. Claims

- (a) On the happening of any event which may result in a claim under this policy, the Insured shall, - (subject to the provisions of any Claims Preparation Costs or similar extension clause) at their own expense
- (i) give notice thereof to the Insurers as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured
 - (ii) as soon as practicable after the event, inform the police of any claim involving theft or (if required by the Insurers) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property
 - (iii) as soon as practicable after the event, submit to the Insurers full details in writing of any claim
 - (iv) give the Insurers such proofs, information and sworn declarations as they may require and forward to them immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

The requirements of this condition, regarding information or documentation to be provided by the Insured, shall be deemed to have been complied with if such information or documentation is given, within the time required, to a loss adjuster appointed by the Insurers.

- (b) In the event of a claim being rejected and legal action not being commenced within 6 (six) months after such rejection all benefit afforded under this policy in respect of such claim shall be forfeited.
- (c) If after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located the Insured shall render all assistance in the identification and physical recovery of such property if called upon to do so by the Insurer provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurers. Should the Insured fail to render assistance in terms of this condition when called upon to do so the Insured shall immediately become liable to repay to the Insurer all amounts paid in respect of the claim.

5. Fraud

If any claim under this policy is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured, or anyone acting on their behalf or with their knowledge or consent, to obtain any benefit under this policy, or if any event is occasioned by the willful act or with the connivance of the Insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.

6. Insurers' rights after an event

- (a) On the happening of any event in respect of which a claim is, or may be, made under this policy, the Insurers and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurers to rely upon any conditions or provisions of the policy,
- (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Insurers to do so. The Insured shall not be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.
 - (ii) take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurers.
- (b) The Insured shall, at the expense of the Insurers, do and permit to be done all such things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights to which the Insurers shall be, or would become, subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification.
- (c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the Insurers may, in respect of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled, and the Insurers shall thereafter not be under further liability in respect of such event except for the payment of costs and expenses for which provision is made in such Section I And which relates to matters prior to the date of payment.

7. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

8. Other insurance (not applicable to Group Personal Accident)

If the Insured holds any other valid and collectable insurance with any other insurer covering a loss also covered by this Policy, other than insurance that is specifically stated to be in excess of this Policy, or issued as a co-insurance of any peril Insured hereby, the insurance afforded by this Policy shall be in excess of, and shall not contribute with, such other insurance.

Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of such other insurance or any co-insurance.

If the amount recoverable in terms of such other insurance be less than the applicable Deductible, the Insured shall bear the balance of such Deductible equal to or greater than the applicable Deductible, the Insurers' liability shall be limited to the difference between the amount of such Deductible and the Limit of Liability.

9. Reinstatement of cover after loss (not applicable to Group Personal Accident)

In consideration of the sums Insured not being reduced by the amount of any loss, the Insured shall pay

10 Prevention of loss

The Insured shall take all reasonable steps and precautions to prevent accidents or losses arising.

General Provisions

1. Claim preparation costs

The insurance by each section of this policy is extended to include costs and expenses reasonably incurred by the Insured in producing and certifying any particulars or details required by the Insurers in terms of General Condition 4 or to substantiate the amount of any claim, provided that the liability of the Insurers for such costs in respect of any one claim shall not exceed R10 000, or the amount stated in the schedule to each Section I against an item for claim preparation costs, whichever is the greater.

2. First amount payable

Except where otherwise specifically provided for in any section, the amount payable under this policy/section for each and every Loss of or Damage or Liability shall be reduced by the first amount payable shown in the Schedule to each section for the applicable defined event.

3. Fire Protection or Security Installation Inoperative

This insurance shall not be prejudiced in the event of any automatic fire protection or security installation being inoperative.

4. Guarantees and Warranties

In the event of the Property Insured being subject to a supplier's or manufacturer's guarantee or warranty becoming the subject matter of a claim and the supplier or manufacturer declining to accept a repair and stipulating replacement of the property to maintain or benefit under such guarantee or warranty the Insurers reserve the right to repair the property and issue a separate guarantee or warranty which shall be no less in scope of cover than the original guarantee or warranty offered by the supplier or manufacturer.

5. Holding covered

If the Insurers are holding covered on a risk, they will not reject a claim on the basis that the premium has not been agreed.

6. Interest of Others (not applicable to Group Personal Accident Section)

The interest of various parties in the property Insured by this insurance are hereby noted without conferring any rights upon such parties under this insurance as Insured's.

Any extension providing indemnity to any person other than the Insured shall not give any rights of claim to such person, the intention being that the Insured shall claim on behalf of such person. The receipt of the Insured shall in every case be a full discharge to the Insurers.

7. Jurisdiction

Any dispute concerning the interpretation of the terms, Conditions, Limitations and/or Exclusions contained herein is understood and agreed by both the Insured and Insurers to be subject to the law of the Republic of South Africa.

8. Liability under more than one Section

Each Section of this policy excludes any indemnity more specifically insured or for which insurance is available and described (whether incorporated in this policy or not) in terms of any section listed in the index of this policy

9. Meaning of words

The schedules and any endorsements thereto and the policy wording shall be read together as one document, and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

Unless specifically stated to the contrary in this policy or any section thereof,

- (i) any one gender shall include the other
- (ii) the singular shall include the plural and vice versa.

10. Payments on account

In respect of any section where amounts recoverable from the Insurer are delayed pending finalisation of any claim, payments on account may be made to the Insured, if required, at the discretion of the Insurers.

11. Waiver of Rights

1. In the event of any rights of recovery having been unintentionally waived by the Insured or by any employee of the Insured without authority to do so, under a Contract, Agreement, Lease or other Undertaking entered into in the ordinary course of business prior to the occurrence of any loss or damage, this insurance shall not be prejudiced thereby.
2. In the event of a claim arising under this policy, the Insurers agree at the request of the Insured to waive any rights, remedies or relief to which they might become entitled by subrogation (but only in excess of the amount recoverable under any policy providing an indemnity for liability to third parties) against:
 - (i) any insurers standing in relation to the Insured of holding Insurers to subsidiary or controlled Insurers.
 - (ii) any insurers standing in relation to the Insured of subsidiary or controlled Insurers to holding Insurers.
 - (iii) any insurers which is a subsidiary or controlled Insurers of the same holding Insurers of which the Insured are themselves a subsidiary or controlled Insurers as defined in any applicable legislation.
 - (iv) any employee of the Insured and member of their families, except in the case of embezzlement of Insured property.

SECTION I - PASSENGER LIABILITY

1. Defined Events

- 1.1 In the event of an accident occurring during the Period of Insurance caused by or through or in connection with any Vehicle against the Insured's legal liability to pay damages and claimants' costs in connection therewith in respect of Injury to any persons carried in or upon or entering or getting onto or alighting from any Vehicle but excluding
 - 1.1.1 Injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured.
 - 1.1.2 Any claim arising out of any judgement, award or settlement made within North America or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part.
- 1.2 For the purpose of determining the indemnity granted:
 - 1.2.1 "Injury" means death or bodily injury
 - 1.2.2 "Vehicle" means any motor vehicle owned hired leased or used by the Insured

2. Indemnity To Others

The indemnity granted shall extend at the Insured's option and subject to Insurer's consent which consent shall not be unreasonably withheld to any person who is driving or using a Vehicle on the Insured's order or with the Insured's permission provided that:

- 2.1 such person shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply
- 2.2 such person driving such Vehicle has not been refused any motor insurance or continuance thereof by any insurer
- 2.3 indemnity shall not apply in respect of claims made by any member of the same household as such person
- 2.4 such person is not entitled to indemnity under any other policy

3. Definitions

COSTS AND EXPENSES

Shall mean those Costs and Expenses incurred with the prior consent of the Insurer (which consent shall not be unreasonably withheld)

- 3.1 in the defence or settlement of any claim under this Policy

- 3.2 in the representation at any inquest, accident inquiry in respect of Injury which may form the subject of indemnity by this Policy and/or defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy
- 3.3 by the Insured for such emergency medical treatment as may appear necessary in respect of Injury which may form the subject of indemnity by this Policy

NORTH AMERICA

Shall mean the United States of America (being the fifty states of the Union plus the district of Columbia), Canada and any territory operating under the laws of or subject to the jurisdiction of courts of the afore-mentioned territories.

4. Limits Of Indemnity

Insurer's total liability to pay damages and claimants' costs in connection therewith and Costs and Expenses shall not exceed the Limit of Indemnity stated in the Schedule in respect of any one accident or series of accidents arising from one cause in connection with any one Vehicle.

5. Exclusions

This Policy does not cover liability:

5.1 except for so much of any compensation payable in respect of liability for death of or bodily injury to persons being carried in or upon or getting into or alighting from a Vehicle, for injury which –

5.1.1 is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle, or

5.1.2 is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability –

5.1.2.1 the insured is compelled to effect insurance or otherwise furnish security, or

5.1.2.2 the State or other governmental authority has accepted responsibility, or

5.1.3 is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the injury of another person as a result of the driving of a motor vehicle.

This exclusion shall apply notwithstanding that no insurance under such legislation is in force or has been effected, or that compensation is not paid for any reason whatsoever.

5.2 arising out of any circumstances compulsorily insurable by legislation governing the use of any Vehicle

5.3 whilst the Vehicle is being used for racing speed or other contests rallies or trials

5.4 for claims if the number of persons carried exceeds the Vehicles licenced carrying capacity

5.5 whilst the Vehicle is being used other than within the Territorial Limits

- 5.6 incurred while any Vehicle is being driven by:
- 5.6.1 the Insured whilst under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or whilst not licensed to drive such Vehicle
 - 5.6.2 any other person with the general consent of the Insured who to the Insured's knowledge is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or who is not licensed to drive such Vehicle.

provided that any driver shall be deemed to be licensed to drive the Vehicle if he is complying with the licensing laws relating to any of the territories referred to in the Territorial Limits above or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal or if a licence is not required by law or while such driver is learning to drive and is complying with the laws relating to learners:

- 5.7 whilst the insured Vehicle is being used in a condition which does not comply with the provisions and regulations of the National Road Traffic Act 93 of 1996, the National Road Traffic Regulations 2000 and/or any other applicable or subsequent legislation and/or regulations providing for the use of motor vehicles on a public roadway in South Africa or any similar legislation which applies to the countries specified as the Territorial Limits.
- 5.8 arising out of any expressed term of an agreement or contract if such term is not implied in law in respect of such agreement or contract.

SECTION II - GROUP PERSONAL ACCIDENT

Operative Clause

If during the Period of Insurance any Insured Person sustains Bodily Injury by Accident whilst being carried in or upon or entering or getting onto or alighting from a Specified Vehicle which directly and independently of all other causes results, within twelve months of the Accident, in Death, Permanent Disability or Hospitalisation as specified under Circumstances set out in the Schedule to this policy, the Insurers agree to pay to the Insured Persons or his Estate the Compensation stated in the Schedule.

A. Definitions

For the purposes of this section of the policy the following words and phrases shall have the meaning assigned to them hereunder:

- | | | |
|-----|----------------------------------|--|
| A.1 | Bodily Injury means | bodily injury caused by an Accident and shall include bodily injury attributable to or caused by starvation, thirst and exposure to the elements as a result of an Accident. |
| A.2 | Accident means | a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a Vehicle in which the Insured Person is traveling. |
| A.3 | Permanent Total Disability means | permanent total incapacity to follow usual occupation or any occupation for which the Insured person is suited by knowledge or training |
| A.4 | Driver means | the person duly authorized and licensed to drive the Vehicle. |
| A.5 | Event means | all Bodily Injury losses sustained by any or all Insured Persons in an Accident or in Accidents directly occasioned by one specific common cause, such common cause having both a duration not exceeding 72 hours and a geographic radius not exceeding 100 kilometers |
| A.6 | Hospitalisation means | confinement to Hospital as an in-patient for treatment of Bodily Injury sustained by Accident |
| A.7 | Hospital means | a legally constituted establishment operated pursuant to Regulations in terms of the National Health Act and having facilities for the admission, confinement and treatment of patients under supervision of qualified medical practitioners for periods in excess of 48 hours. For the sake of clarity the term Hospital shall neither include institutions commonly referred to as 'health-hydros', 'day-clinics', 'nature cure clinics', 'rehabilitation clinics', 'hospices', 'nursing homes', 'frail-care centres', 'convalescent homes' and the like, nor mental institutions or institutions for the treatment of psychiatric diseases. |

- A.8 Insured Person means the Passenger, Driver of a Vehicle.
- A.9 Vehicle means
 - A9.1 Private Type Motor Cars including station wagons, limousines, kombis, minibuses, safari vans, motorised caravans, and the like or similar vehicles designed to seat not more than 12 persons, including the driver
 - A9.2 Light Delivery Vehicles with carrying capacity not exceeding 2000 kg
 - A9.3 Commercial Vehicles with carrying capacity exceeding 2000 kg
 - A9.4 Buses designed to seat more than 12 persons, including the driver
- A.10 Time Exclusion means the number of hours stated in the Schedule during which period the Insurers shall not pay Compensation for Hospitalisation

B. Schedule of Compensation for Permanent Disability

In the event of compensation being due under more than one of the benefits referred to hereunder as a consequence of any one Accident to any one Insured Person the maximum amount payable hereunder shall not exceed 100% in total under Permanent Disability Benefits.

The following percentages shall be payable in the event of Bodily Injury by Accident resulting in:

B1.	Death _____	100%
B2.	Permanent Total Disability _____	100%
B3.	Permanent and total loss of or use of:	
B3.1.	speech _____	100%
B3.2.	a) hearing in both ears _____	100%
	b) one ear _____	25%
B3.3.	any limb _____	100%
B3.4.	one or both eye _____	100%
	Sight in one or both eyes _____	100%
B3.5	four fingers of either hand _____	70%
B3.6	thumb, either hand	
	Both phalanges _____	30%
	One phalanx _____	15%
B3.7	index finger, either hand	
	Three phalanges _____	10%
	Two phalanges _____	8%
	One phalanx _____	5%
B3.8	any other finger, either hand	
	Three phalanges _____	6%
	Two phalanges _____	4%
	One phalanx _____	2%
B3.9	toes	
	All on one foot _____	30%
	Great, both phalanges _____	5%
	Great, one phalanx _____	3%
	Other than great, if more than one toe lost, each _____	2%
B3.10	metacarpals or metatarsals	
	First or second (additional) _____	3%
	Third fourth or fifth (additional) _____	2%

B4 Permanent disability not Specified herein _____ a percentage which in the opinion of the Insurer is consistent with the above insofar as possible

C Extensions

Life support

The Twelve (12) month period stated in the Operative Clause shall not include any period or periods where the death of an Insured Person is delayed solely by the use, for a period or periods of not less than three (3) consecutive days, of life support machinery, equipment or apparatus.

Life support equipment

The Insurer will, in addition, pay reasonable costs and expenses incurred as a result of Bodily Injury by Accident in respect of hire costs for life support machinery, equipment or apparatus provided that the liability of the Insurers under this Extension in respect of any one Insured Person shall be limited to R10 000.

Trauma Counseling

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

- a) the maximum amount payable by Insurers will be R250 per visit limited to R 10 000 for all such visits for each Passenger or Driver.
- b) act of violence shall mean an armed car-hijack.
- c) the act of violence has been reported to the police and a case number obtained
- d) the onus of proof of counselling fees is that of the Insured Person.

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:

- a) a self-propelled wheelchair; and/or
- b) the modification of the controls to the Insured Persons or Vehicle;
- c) and, if necessary, the fitting of wheelchair loading equipment and/or alterations to the Insured Persons' residence to facilitate the use of such wheelchair

up to R10 000 in respect of each and every claim.

Permanent Disfigurement

Subject to the exclusion shown below, the following item is added to the Schedule of Compensation:

- | | | | |
|------|---|------|---|
| (a) | Permanent disfigurement to the combined surface area of the | | |
| (i) | face and neck | | |
| | 100% surface area disfigurement | 100% | |
| | less than 100% surface area disfigurement | | The proportion of 100% which the actual surface disfigurement bears to 100% surface area disfigurement |
| (ii) | remaining parts of the body other than the 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. |

The Insurers 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.

Rehabilitation Costs

In the event that the Passenger or Driver demonstrates, to the reasonable satisfaction of the Insurers, that he/she has suffered Permanent Disability such that he or she cannot continue in the occupation in which he or she was employed at the time of the Accident but may be retrained by any registered training centre, the Insurers will contribute 80% (Eighty per cent) of such retraining costs subject to a maximum amount of R10 000 in respect of each and every claim.

Repatriation

Should a Passenger or Driver die as a result of Accidental Bodily Injury at a place other than that in which he or she normally resides the Insurers will, in addition to the payment of any other benefit as set forth in the Schedule to this Policy, pay the cost of returning the body of the deceased for burial subject to a maximum amount of R10 000 in respect of each and every claim.

D PROVISOS

It is declared and agreed that

D.1.1 The Insurers 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 Insured Person more than the compensation payable for Death or Permanent Disability (whichever is the higher).

D.1.2 The Compensation specified for Hospitalisation shall not be payable for more than the number of days stated in the Schedule.

- D.1.3 Where amounts recoverable from the Insurers are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Insurers discretion on receipt by the Insurers of certification by a medical doctor appointed by the Insurers.
- D.1.4 Upon payment of a claim under Items B.1 to B.3.4 this policy shall be terminated in respect of the Insured Person for whom such payment is made. This Proviso shall not apply if a payment is made under Item B.3.2(b).
- D.1.5 Notwithstanding that the sums Insured, first loss amounts, indemnity limits or Insured values, by whatever name such are referred to in this policy (henceforth "policy limits" are expressed on a V.A.T. exclusive basis, the Insurers agree that they will indemnify the Insured for any V.A.T. obligation the Insured may incur arising out of any claims settlement made hereunder, subject to the Insurers maximum liability neither exceeding the Event Limit nor the Limit Per Individual as stated in the Schedule.
- D.1.6 The max death benefit for minors is limited as follows. 0-5 years R10,000. 6-13years R30,000

E. EXCLUSIONS

The Insurers shall not be liable to pay Compensation for bodily injury in respect of any Passenger or Driver:

- E.1 caused by suicide, or intentional self-injury or exposure to obvious risk of injury (unless in an attempt to save human life).
- E.2 caused solely by an existing medical condition, physical defect or other infirmity.
- E.3 over 70 years of age (unless otherwise provided herein)
- E.4 whilst participating in any riot or civil commotion or public disorder.
- E.5 suffering from venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired or may be named.
- E.6 whilst participating in motor sport or informal competition of any description involving a Specified Vehicle.
- E.7 The Insurers shall not be liable to pay Compensation for bodily injury in respect of any Driver as a result of the influence of alcohol whilst driving a Specified Vehicle where the concentration of alcohol in the specimen of blood taken from the Driver exceeds the legal limit or as a result of the influence of drugs or narcotics upon the Driver 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).

F. SPECIFIC CONDITIONS

F.1 Medical examination

After incurring Bodily Injury for which compensation may be payable under this section of the 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 condition is complied with to their satisfaction.

F.2 Non-assignment

This section of the policy is not assignable. Compensation shall be payable only to the Insured or his legal representative whose receipt shall effectually discharge the Insurers.

F.3 Change of Business / Occupation

The Insured shall give notice to the Insurers within a reasonable time of any material changes in the business or an Insured person's occupation and shall pay any additional premium required by the Insurers in consequence thereof.

F.4 Furnishing of information

All certificates, information and evidence required by the Insurers shall be furnished in the form prescribed and without expense to the Insurers. The Insured person shall submit to medical examination on behalf of and at the expense of the Insurers as often as shall be required in connection with any claim.

F.5 Existing condition

If the consequences of an accident shall be aggravated by any condition or physical disability of the Insured person which existed before the accident occurred, the amount of any compensation payable under this insurance in respect of the consequences of the accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

F.6 Adjustment of Premium

If the Premium is calculated on estimates supplied by the Insured an accurate record containing all relevant particulars must be maintained by the Insured to which the Insurers shall have the right of access. The Insured shall furnish such information within one month of the expiry of each Period of Insurance and the Premium shall be adjusted accordingly.

F.7 Claims Notification

Notice must be given to the Insurers in writing as soon as practicable of any occurrence which may give rise to a claim under this Policy, but in any event within 180 days of such occurrence failing which the claim will prescribe.

F.8 Payment of Premium

Premium is payable on or before the inception date or renewal date as the case may be. The Insurers shall not be obliged to accept premium tendered to it or to any intermediary after such date but may do so upon such terms as it, in its sole discretion, may determine.

F.9 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the Arbitration Act for the time being in force and the making of an award shall be a condition precedent to any liability for the Insurers to make any payment under this Policy. In the event of the Insurers disclaiming liability in respect of any claim and an action or suit not be commenced within twelve months after such disclaimer or, in the case of an arbitration taking place, within twelve months after the Arbitrator shall have made his award, all benefit under this Policy in respect of such claim shall be forfeited.