

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this section unless specifically otherwise indicated:

1 Annual earnings

annual earnings shall mean

the annual rate of wage, 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 a defined event, plus overtime, house rents, food allowances, commissions and other considerations of constant character earned by the insured person 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, house rents, food allowances, commissions and other considerations of constant character shall be the average monthly amount earned during the period of employment times 12

2 Average weekly earnings

average weekly earnings shall mean

one fifty-second part of annual earnings.

3 Emergency expenses shortfall

emergency expenses shortfall shall mean

all costs and expenses necessarily incurred including costs and expenses incurred in emergency transportation or freeing the insured person if trapped or bringing him to a place of safety as a result of bodily injury and incurred within 24 months of the defined event excluding any amounts as may

3.1 fall within the scope of any Act in terms of which any employee may claim compensation for work related injuries. This exclusion shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation;

3.2 be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

4 Insured person

insured person shall mean

any principal, partner, director or employee of the Insured specified in the schedule.

5 Permanent disability

permanent disability shall mean

	Percentage of compensation
5.1 loss by physical separation at or above the wrist or ankle of one or more limbs _____	100
5.2 permanent and total loss of	
5.2.1 whole eye _____	100
5.2.2 sight of eye _____	100
5.2.3 sight of eye except perception of light _____	100
5.3 permanent and total loss of hearing	
5.3.1 both ears _____	100
5.3.2 one ear _____	25
5.4 permanent and total loss of speech _____	100
5.5 injuries resulting in permanent total disability from following usual occupation or any other equivalent occupation for which the insured person is fitted by education, knowledge or training _____	100
5.6 loss of four fingers _____	70
5.7 loss of thumb	
5.7.1 both phalanges _____	30

	5.7.2	one phalanx _____	15
5.8		loss of index finger	
	5.8.1	three phalanges _____	15
	5.8.2	two phalanges _____	10
	5.8.3	one phalanx _____	5
5.9		loss of any other finger – each finger	
	5.9.1	three phalanges _____	10
	5.9.2	two phalanges _____	8
	5.9.3	one phalanx _____	4
5.10		loss of metacarpals	
	5.10.1	first or second (each metacarpal) _____	3
	5.10.2	third, fourth or fifth (each metacarpal) _____	2
5.11		loss of toes	
	5.11.1	all on one foot _____	30
	5.11.2	great	
		5.11.2.1 both phalanges _____	10
		5.11.2.2 one phalanx _____	5
	5.11.3	other than great, if more than one toe lost, each _____	5

Memoranda

1. Where the injury is not specified, the company will pay such sum as, in their opinion, is consistent with the above provisions.
2. Permanent total loss of use of part of the body shall be treated as loss of such part.
3. 100% 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 insured person.

6 Temporary total disability

temporary total disability shall mean

total and absolute incapacity from following usual business or occupation.

Defined events

Bodily injury caused by accidental, violent, external and visible means to any insured person.

The company will pay to the insured, on behalf of the insured person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any insured 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.

Provisos

It is declared and agreed that

1 Accumulation limit

the maximum compensation payable by the company in respect of all persons insured under the Group personal accident and Stated benefits sections resulting from an accident or series of accidents arising from one cause shall not exceed the amount stated in the schedule as the accumulation limit

2 Age limits

unless otherwise provided herein, this section shall not apply to any insured person

2.1 before he attains 15 years of age, or

2.2 after the expiry of the period of insurance in which he attains 75 years of age

3 Emergency expenses shortfall

any payment for emergency expenses shortfall for any one insured person in respect of each and every claim shall be in excess of and not be reduced by the amount of the excess as stated in the schedule;

4 Maximum compensation

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 insured person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability, emergency expenses shortfall and any extensions which are applicable;

5 Maximum period for temporary total disability

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;

6 Medical examination

after suffering accidental bodily injury for which compensation may be payable under this section, the insured 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;

7 Occupational injury compensation enactment

any compensation payable by the company for any period of temporary total disability or for emergency expenses shortfall 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 emergency expenses shortfall. This proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation;

8 Other insurance and reinstatement of cover after Loss

General conditions 13 (Other insurance) and 15 (Reinstatement of cover after loss) do not apply to this section;

9 War

in respect of this section only, general exception 10 (War, riot and terrorism) 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.

Specific exceptions

The company shall not be liable to pay compensation in respect of any insured person

1 Air travel

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;

2 Alcohol

as a result of the influence of alcohol, drugs or narcotics upon the insured person 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);

3 Existing defect

caused solely by an existing physical defect or other infirmity of the insured person;

4 Motorcycling

while he is, or as a result of his, engaging in motor cycling, motor quadricycling or motor tricycling (whether as a driver or passenger) other than on the business of the Insured

5 Mountaineering etc.

while he is, or as a result of his, engaging in mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.

6 Racing

while the he is, or as a result of his, engaging in racing of any kind involving the use of any power-driven

- 6.1 vehicle
- 6.2 vessel
- 6.3 craft

7 Riot

as a result of his participation in any riot, civil commotion or act of terrorism;

8 Suicide

caused by his suicide or intentional self-injury;

Clauses, extensions and limitations

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

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

	Percentage of compensation
5.12 permanent disfigurement resulting from accidental external burns to the combined surface area of the	
5.12.1 face and neck	
100% surface area disfigurement _____	60
less than 100% surface area disfigurement ____ the proportion of 60 which the actual surface area disfigurement bears to 100% surface area disfigurement	
5.12.2 remaining parts of the body other than the face and neck	
100% surface area disfigurement _____	30
less than 100% surface area disfigurement ____ the proportion of 30 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 per cent for the sub-item under which a claim is lodged.

2 Business limitation (if stated in the schedule to be included)

This section applies only in respect of defined events arising from and in the course of the Insured person's employment in the business.

3 Disappearance extension

In the event of the disappearance of any insured person in circumstances which satisfy the company that he has sustained injury to which this section applies, and that such injury has resulted in his death, 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 his presumed death, he is found to be alive, such payment shall forthwith be refunded by the insured to the company subject to the insured being able to recover such payment from the person(s) to whom it was paid.

4 Exposure extension

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

5 Life support machinery extension

Notwithstanding anything contained in the defined events, the 24-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 periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

The company will, in addition to any compensation payable, pay for the reasonable costs and expenses incurred as a result of a defined event in respect of hire costs for life support machinery, equipment or apparatus

provided that

- 5.1 the liability of the company for such costs and expenses resulting from an accident or series of accidents arising from one cause shall not exceed N\$20 000 for any one insured person;

- 5.2 the company shall not pay for any amounts as may
- 5.2.1 fall within the scope of any Act in terms of which any employee may claim compensation for work related injuries. This proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation;
 - 5.2.2 be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.
- 5.3 this extension shall not increase the maximum compensation payable by the company in terms of proviso 1 (Accumulation limit).

6 Substitute persons

Any person employed by the insured during the period of insurance as a direct replacement for an insured person named in the schedule will automatically be covered by this section provided that

- 6.1 such changes are declared to the company at the end of the period of insurance
- 6.2 there is no difference in occupation between the substitute person and the person being substituted.

