



## Personal Accident

### Defined events

Bodily injury caused by accidental, violent, external and visible means to any person named in the schedule (hereinafter referred to as such person).

The company will pay to the insured, on behalf of such person or his/her 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 (twenty four) calendar months in death or disability as specified in the schedule under the heading circumstances.

### Compensation

A	Death	The amount stated in the schedule
<b>B</b>	<b>Permanent disability</b> 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 sight of eye sight of eye except perception of light	100 100 75
(c)	permanent and total loss of hearing both ears one ear	100 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 thumbs (one or both phalanges)	25
(h)	loss of index finger (one, two or three phalanges)	10
(i)	loss of any other finger (one, two or three phalanges) – each finger	6
(j)	loss of metacarpals (first, second, third, fourth or fifth (additional))	5
(k)	loss of toes all on one foot great, one or both phalanges other than great, if more than one toe lost, each	30 5 5



<b>B</b>	<b>Permanent disability</b> shall mean:	Percentage of compensation
(l)	permanent disfigurement resulting from accidental burns to the combined surface area of the (i) face and neck 100 percent surface area disfigurement less than 100 percent surface area disfigurement  (ii) remaining parts of the body other than face and neck 100 percent surface area disfigurement less than 100 percent surface area disfigurement	60  the proportion of 60 which the actual surface area disfigurement bears to 100 percent surface area disfigurement  30  the proportion of 30 which the actual surface area disfigurement bears to 100 percent surface area disfigurement

## 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% (one hundred percent) 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.

**C. Temporary total disability** shall mean total and absolute incapacity from following usual business or occupation.

**D. 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

- (i) 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;
- (ii) be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

Provided 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 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 costs and expenses and any extensions which are applicable



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 (fifteen) or over 75 (seventy five) 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 5 and 10 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”
7. no compensation shall be payable:
  - (a) for temporary total disablement where the period of disablement is less than 7 (seven) consecutive days
  - (b) for emergency expenses shortfall where such expenses are less than N\$100 (one hundred Namibia Dollar)
8. compensation for temporary total disablement and emergency expenses shortfall shall cease immediately:
  - (i) when compensation becomes payable for death
  - (ii) when compensation becomes payable for permanent disability provided the bodily injury which resulted in the disablement has been cured or healed as far as reasonably possible.

## Specific exceptions

The company shall not be liable to pay compensation for death, disability or emergency expenses shortfall in respect of such person:

- (a) while he/she 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/her suicide, attempted suicide or intentional self injury
- (c) caused solely by an existing physical defect or other infirmity of such person
- (d) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself/herself) or as a result of such person's driving a motor vehicle whilst his/her blood alcohol percentage exceeds the statutory limit at the time of the occurrence



- (e) as a result of his/her participation in any riot or civil commotion
- (f) as a result of insanity, any form of neurosis, acquired immunity deficiency syndrome (AIDS), venereal disease, any physical defect or weakness, malignant disease of the mammary glands, pregnancy, childbirth, abortion or miscarriage, or any complication or sequel thereof
- (g) while he/she is, or as a result of his/her 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 or a guide, winter sports involving snow or ice, polo on horseback, steeple chasing, professional football, hang-gliding, parachuting, skydiving, bungee jumping, wrestling, boxing, scuba diving, waterskiing or martial arts
- (h) by his/her involvement or participation in any defence force and/or armed forces training, service, exercises or operations except peace time military training
- (i) as the result of an accident attributable to such person's serious and wilful misconduct
- (j) whilst such person is using or as a result of such person's use of woodworking machinery other than as a domestic hobby
- (k) whilst such person is engaged in, or as a result of such person engaging in mining, shaft sinking, underground mining operations, or the manufacture or use of explosives.

## 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/she 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/her death provided that if, after the company shall have made payment hereunder in respect of such person's presumed death, he/she is found to be alive, such payment shall forthwith be refunded by the insured to the company.

### 3. Life support

The 24 (twenty four) calendar months period stated under Defined events shall not include any period or periods where such person's death is delayed solely by the use, for a period or



periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

#### **4. Repatriation**

The company will pay, in addition to the compensation payable for death, reasonable and necessary expenses for the repatriation of such person's body to his/her normal place of residence up to an amount not exceeding N\$10 000 (ten thousand Namibia Dollar).

#### **5. Double compensation**

In the event of death within 12 (twelve) months of such person or such person's spouse as a result of the same accident, the company will pay double compensation in respect of A - Death

Provided that:

- (i) such person has selected cover for A, B and C of this section and the compensation for C is at least 1% (one percent) of A - death
- (ii) there is a surviving minor child who is entirely dependent on such person or such person's spouse
- (iii) such person and such person's spouse and child were at the time of the accident all members of the same household.

#### **6. Passive war cover (If stated in the schedule to be included)**

In consideration of the payment of an additional premium and notwithstanding anything stated herein to the contrary this section is extended to provide cover to such a person caused by violent, accidental, external and visible means arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, terrorist activities including explosive devices planted by terrorists. It being understood that terrorist activity shall mean the deliberate systematical murder, maiming and menacing of the innocent to inspire fear in order to gain political ends, but excluding cover consequent upon such person directly and actively participating or engaging in such activities whether whilst serving in the armed forces except peace time military training or otherwise save, where applicable, to the extent only of adopting or taking such action or steps as were reasonably necessary for the protection of himself/herself, his/her family or his/her employer's property.

#### **7. Mobility**

In the event of the company admitting a claim in terms of compensation B - permanent disability, and as a direct result of the disability such person is permanently dependent on a wheelchair for mobility, the company will, in addition to any amount payable for permanent disability, compensate for:

- (i) a self propelled wheelchair and/or
- (ii) the modification of the controls to such person's motor vehicle and/or
- (iii) if necessary the fitting of wheelchair loading equipment to such person's private vehicle and/or
- (iv) alterations to such person's private residence to facilitate the use of such wheelchair



up to an amount but not exceeding N\$15 000 (fifteen thousand Namibia Dollar) any one occurrence

Provided that:

the liability of the company in respect of any one loss shall not exceed N\$15 000 (fifteen thousand Namibia Dollar) where this extension is available under any other section of this policy.

## **8. Farm murders**

In the event of the death of such person as a result of murder, exclusively caused by and directly in connection with an attack on the farm, the company will pay double compensation in respect of compensation A - Death

Provided that:

- (i) the maximum additional amount payable in respect of death of any one such person in terms of this extension will not exceed N\$75 000 (seventy five thousand Namibia Dollar)
- (ii) cover in terms of this extension will be limited to murder which took place on property occupied for farming purposes, the property of, or occupied as tenant or utilized by such person or such person's spouse
- (iii) insurance cover on at least five sections of this policy shall be in force which must include the following sections:
  - (a) Fire
  - (b) Householders
  - (c) Motor
  - (d) Public liability
  - (e) Personal accident
- (iv) for the purposes of this extension the term "such person" will be limited to the insured(s) and his/her/their spouse(s) only in the capacity as owner(s), co-owner(s) or tenant(s) of the property occupied for farming purposes
- (v) the amount payable in terms of this extension will be payable in addition to compensation for death stated in the schedule against such person.

## **9. Motor vehicle accident limitation (If stated in the schedule to be included)**

This section applies only in respect of accidental bodily injury to such person directly resulting from a motor vehicle accident.