

GROUP PERSONAL ACCIDENT INSURANCE

FREQUENTLY ASKED QUESTIONS

WHO IS THE POLICY HOLDER?

The Policy is issued in the name of the Company / Employer Group, so the Company is therefore the owner of the Policy and is known as the Insured or Policy Holder. The Policy then states that all benefits are paid to the Company on behalf of their Employees, who are therefore the Insured Persons.



WHO ARE THE BENEFITS PAYABLE TO?

As this Policy is owned by the Company, on behalf of its Employees, all applicable benefits will be paid to the Company who in turn undertakes to pass this onto the relevant Employee. The Employee's are therefore reflected on the Policy Schedule as Insured Persons.

It is important to note that Insured's (**the Company who "owns" the Policy**) may choose to place specific Employee's or categories of Employee's on the Policy – it is important to ensure that these Employee's / Categories are therefore defined under the specific Policy Benefit Categories (i.e. Admin Staff, Executives, Sales Reps, Shop Stewards, Factory Workers etc.).

WHAT ARE CONSIDERED "ACCIDENTS"?

An Accident is ANY event that results in your body being unintentionally injured.

Examples of Accidents can be as follows:

- *Motor Vehicle Accidents (MVA's), irrespective of whether you are the Driver, Passenger or Pedestrian*
- *Injuries on Duty (Accidents whilst performing your business duties),*
- *Animal attacks which can include Snake, Dog and/or Spider Bites,*
- *Sporting Injuries as a result of recreational participation (remember, participating as a Professional will not be covered)*
- *Home-based Injuries, which can include drowning etc.*
- *Injuries sustained as a result of an Assault and/or Hi-Jacking, or any other criminal activity*

DOES THIS POLICY ONLY PROVIDE COVER WITHIN SOUTH AFRICA?

No, your Policy has a world-wide territorial limit, which means that should you have an Accident outside of the country, your benefits will still be applicable.

As your Claim will be assessed and calculated in South Africa, it is very important to obtain all relevant supporting documents in English, where possible, to ensure that unnecessary delays are avoided where documents need to be translated into English before the assessment can begin.

Similarly, where Medical Expenses are paid in foreign currency, it is important to note that valid claims will be assessed in Rands based on the rate of exchange on the day of the Accident.

WHO CAN CLAIM UNDER THE PERSONAL ACCIDENT BENEFIT?

As confirmed above, all selected Benefits applicable under this Policy are only accessible by the Company on behalf of the Employee's for whom Cover has been purchased, as reflected on the Policy Schedule. This Policy does not extend cover to the Employee's family members, and is therefore a Staff policy only.



DOES THIS POLICY ONLY PROVIDE COVER WHILST AN INSURED PERSON IS AT WORK?

Generally, your Policy is active 24 hours a day, 365 days a year. Therefore, any Accident, whether it be whilst performing your employment duties, being on holiday, playing sports on a weekend etc. will be assessed for Benefits under this Policy.

It is important to note though that some Employers / Insured's elect to provide Restricted Cover, which could therefore only provide Cover during Business Hours (and which may include commuting to and from work), so it is very important to check your Cover Terms on your specific Policy Schedule.

HOW LONG DO YOU HAVE TO SUBMIT A CLAIM?

All Claims need to be notified to SHA, the Insurer, as soon as possible following an Accident, with the maximum Claim period being up to 180 days following the date of the Accident.

It is important to submit Claims within this time period, as failure to comply with this 180 day notification period may result in the Claim being Repudiated.

CAN ANY PERSON OF ANY AGE BE COVERED UNDER THIS POLICY?

As long as the Insured Person is an Employee of the Company at the time of a Claim, and is covered under the Policy, Benefits will be applicable at the time of a Claim, subject to the following age limits being applicable :

- The maximum age limit on Policy, in respect of Accidental Death, Permanent Disability, TTD / Income Protection (Accident only), Medical Expenses or Hospitalisation Benefits is age 80
- The maximum age for the Serious Illness Benefit is 60 years
- The maximum age for the Bereavement Benefit is 80 years

DO EMPLOYEES NEED TO UNDERGO MEDICAL EXAMINATIONS PRIOR TO COVER BEING PROVIDED?

As this is a Short-Term Insurance Policy, Employees do not need to go for a medical examination prior to cover being provided, as the Policy will only provide cover at the time of an Accident (which is generally unplanned) and which takes place after the Policy inception date.

In the event of a Claim though, and depending on the nature of Claim and the Benefit being claimed for, Medical Reports relating to the specific Injury will be required.

NOTE – in the event of the Serious Illness Benefit, only a first time diagnosis made within the Insurance Period will be covered. Any Conditions (as noted in the Policy) diagnosed before the Policy was incepted, or within 30 days of the Policy being incepted, will not be covered.

CAN EMPLOYERS (THE INSURED) PLACE EMPLOYEES (THE INSURED PERSONS) ON DIFFERENT LEVELS OF COVER?

Yes, the Policy allows Companies to tailor-make different benefit structures for Employees, which will result in different Benefit Categories being reflected on the Policy Schedule.

IS BUNGEE JUMPING, SCUBA DIVING AND/OR SKY DIVING COVERED?

Yes, the Policy does NOT exclude Hazardous Activities as described above, as long as the Employee is not participating on a Professional basis.

Professional Sports People do however have access to alternative Insurances that can be structured to suit their specific Sporting requirements.

IF I HAVE OTHER, SIMILAR INSURANCE POLICIES, WILL THE BENEFITS STILL PAY OUT UNDER THIS POLICY?

Yes, no current restriction is in place as to the number of Policies that can be claimed from in the event of a single Incident/Accident. The Death and Permanent Disability benefits which have been selected under this Policy will therefore be paid in addition to any individual policies the Employee may have, and in addition to any Statutory cover provided by Workman's Compensation (COID) and/or the Road Accident Fund (RAF).

However, in the event of an Injury on Duty, and TTD / Income Replacement or Medical Expenses benefits being payable by COID, Insurers will reduce the cover applicable under this Policy by the amount paid or payable by COID. This is done by Insurers to ensure that the Employee and/or Company are not over-compensated for the period that the Employee is unable to work / is booked off work by a Medical Practitioner.

In respect of the Medical Expenses benefit, the Benefit selected under this Policy (and in keeping in line with current Medical Scheme Legislation and current Demarcation requirements) will only cover the cost not met by a registered Medical Scheme, should your Company or Employee (in his personal capacity) be a member of such a scheme. It is important to note though this excludes any amounts paid from the Employee's Medical Savings Account portion of the Medical Scheme option, which are recoverable under this Policy.

IS THERE A DIFFERENCE BETWEEN THE ACCIDENTAL DEATH BENEFIT AND THE BEREAVEMENT BENEFIT (WHICH ALSO PROVIDES COVER IN THE EVENT OF DEATH)?

The Accidental Death benefit is one of the Main Benefits, aside from the Permanent Disability benefit, that forms the basis of this Policy. A Claim under this benefit can only be submitted as a result of the Death being caused by an Accident, as per the examples provided earlier in this document. As a number of different documents will be required in order to finalise an Accidental Death Claim (please see the Claims Administration Guide for full details of all documents required), this Claim may take months to finalise as a result of potential delays in receiving Post Mortem reports, Police Reports etc.

The Bereavement benefit is an "all causes" Death benefit, which is an Optional Extension to this Policy, and if selected will provide a Benefit irrespective of the cause of Death – this Benefit therefore also covers Death as a result of Natural Causes and Illness. As minimal documentation is required in order to finalise this Claim (in this case, being a completed Claim form and a copy of the Death Certificate), this Claim can be finalised within 48 hours of receipt of all required documentation, and can be used to provide the Employee's family with assistance in terms of funeral arrangements and associated costs.

WHAT IS PERMANENT DISABILITY?

Permanent Disability, generally, means that your body has been altered / damaged following an Accident, to a severe enough degree that it will never recover 100%. A Permanent Disability Benefit will be applicable under this Policy irrespective of whether the Employee is able to continue performing their business functions or not.

Some examples of Permanent Disability can be as follows :

- *Paraplegia following a Motor Vehicle Accident – here, the Employee would qualify for 100% of the Permanent Disability lump sum Benefit*
- *Loss of a whole finger following an attack by a dog – here, the Employee would qualify for 15% of the Permanent Disability lump sum Benefit*

The levels of Permanent Disability are calculated based on what is known as the Continental Scale, which can be found in the Policy Wording. But, not all cases can determine the level of Permanent Disability directly after an Accident. An example could be where an eye is damaged during an Assault. Initially, sight may be affected as a result of the recent injury. SHA, the Insurers, will require that on-going Medical Reports be supplied to them in order to plot the recovery progress during the Insured Person's months of therapy/ treatment following potential operations to the eye. If it is determined that the Insured Person has a permanent degree of loss of sight following the treatments / operations, which will never return fully, the Insurer will still consider paying a portion of the Permanent Disability lump sum, as a result of the permanent (though not total) damage incurred to the eye.

HOW LONG DOES IT TAKE BEFORE THE PERMANENT DISABILITY BENEFIT IS PAID?

Insurers have up to 24 months to determine the level of Permanent Disability prior to making the Benefit payment to the Insured (remember, Benefits are payable to the Company, who in turn pass the Benefit onto their Employee). But, as noted previously, this will be in severe cases where the level of Disability cannot be determined directly after an Accident, and where a recovery period is required prior to a Registered Medical Practitioner confirming the permanent damage suffered.

Each case will be handled individually, but it is important to remember that the Claim can only be assessed once ALL relevant documentation is received – this will include a Medical Certificate (included in the Claim Form) which requests details of Injuries as well as recovery prognosis from a Medical Practitioner, on-going Medical Reports (where required) as well as any other Medical motivation required, a copy of the Traffic Collision Report (in the event of a Motor Vehicle Accident), a copy of the Police Report (in the event of a criminal act – e.g. a hijacking, assault etc.) etc.

WHAT IS THE TTD / INCOME REPLACEMENT BENEFIT?

Following an Accident, should an Employee (the Insured Person) not be able return to work straight away, as a result of injuries and recovery prognosis, your Policy will continue to pay the relevant salary up to the maximum stipulated on your Policy.

It is important to remember that there is a 7 day excess applicable to this benefit, which means that the TTD / Income Replacement benefit will only become applicable from day 8 of being off work (which is inclusive of days falling on a weekend). It is also important to note that besides needing to complete the Claim Form, a Doctor's note will be required prior to the benefit being calculated – *please review the Claim Administration Guide for confirmation of all requirements in order to Claim from this Benefit.*

WHAT IS AN AUTOMATIC EXTENSION?

Automatic Extensions are additional Benefits that are included under your Policy, at no additional cost.

The Benefits listed under this Extension will be paid where relevant, over and above the Benefits which form the basis of your Policy. An example could be that where a Permanent Disability Benefit is payable as a result of Paraplegia / amputation of a limb following a Motor Vehicle Accident, the Claimant will, in addition to this benefit, also be awarded the Rand value associated with the Mobility Benefit under the Automatic Extensions, which can be used to assist with costs associated with purchasing/renting a wheelchair, fitting prosthetic limbs etc.

Our Automatic Extensions are noted below – please review your Policy Wording for a full description of these Benefits as well as the Rand value's applicable per Benefit.

- *Abduction / Hi-Jacking / Kidnapping*
- *Accident Expert*
- *Active Military Service*
- *Additional Death Benefit*
- *Childcare*
- *Claims Preparation Cost*
- *Crime*
- *Disappearance*
- *Emergency Transport / Search & Rescue Costs*
- *Family / Domestic Worker Medical Expenses*
- *HIV Assist including ARV's*
- *HIV Lump Sum Benefit*
- *Hospital Confinement*
- *Life Support*
- *Life Support Equipment*
- *Mobility*
- *Passive War (excluding war between major powers)*
- *Quadriplegia*
- *Rehabilitation*
- *Relocation*
- *Repatriation*
- *Seat Belt*
- *Temporary Drivers*
- *Trauma Counselling*

WHAT WILL THE PERSONAL ACCIDENT POLICY NOT COVER?

There is a list of Exclusions (incidents, events, diagnoses or circumstances that will not be covered under this Policy) that you must be aware of, which are as follows:

The Insurers shall not be liable to pay any claim under this Policy in respect of any Insured Person

1. while engaging in flying as pilot or member of the aircrew. This exception does not apply to Insured Persons engaging in ballooning, hang-gliding, paragliding and parachuting, provided that such activities are solely for social and/or pleasure purposes and not of a competitive nature or for reward
2. caused by the Insured Person's suicide or intentional self-injury
3. caused solely by an existing physical defect or other infirmity of the Insured Person
4. as a result of the influence of 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)

5. for Bodily Injury to the Insured Person arising whilst the Insured Person is driving or operating any motorised or mechanically operated vehicle under the influence of alcohol. For the purposes of this exception the term “under the influence of alcohol” means having a Blood Alcohol level Concentration greater than the statutory limit at the time of the Accident
6. caused by the Insured Person’s participation in any riot, civil commotion, armed conflict, military actions or police actions
7. as a result of the Insured Person’s deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured Person’s own criminal act
8. while participating in sport as a professional player.
9. for venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex
10. (ARC) howsoever this syndrome has been acquired or may be named.
11. Insurers shall not indemnify and Insurers shall not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the edicts, recorded principles, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

