



Commercial Insurance

Motor personal accident section

Defined events

Bodily injury caused by accidental, violent external and visible means to any person specified in the schedule (hereinafter in this section referred to as such person) whilst such person is travelling in the permanently enclosed driver/passenger carrying compartment of the motor vehicle described 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 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.

Limits of Liability

The company shall not be liable to pay more than

1. R2,080,000 any one such person and R20,000,000 irrespective of the number of such persons injured resulting from an occurrence or series of occurrences arising from one cause.
2. R10,000 death compensation for such person under the age of 6 years.
3. R30,000 death compensation for such person under the age of 14 years.
4. 50% of the compensation stated if at the time of injury such person was not wearing a seatbelt.

Definitions

Percentage of compensation

1. Permanent disability shall mean	
(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	75
(c) permanent and total loss of hearing	
both ears	100
one ear	25
(d) permanent and total loss of speech	100
(e) injury resulting in permanent and 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	10
two phalanges	8
one phalanx	4
(i) loss of middle finger	
three phalanges	6
two phalanges	4
one phalanx	2
(j) loss of ring finger	
three phalanges	5
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	5
great, one phalanx	2
other than great, if more than one toe lost, each	2

Memoranda

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

Provisos

It is declared and agreed that

- 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 person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for medical expenses.
- this section shall not apply to any such person over 75 years of age.
- 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 payment unless this proviso is complied with to its satisfaction.
- General conditions 2 & 9 do not apply to this section.
- 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."
- if cover is on the Any passenger and driver basis and the number of persons (including the driver) in the said vehicle at the time of the occurrence exceed the number of persons/seating capacity stated in the schedule the company shall only be liable for a pro rata proportion of the compensation which otherwise would have been payable.

Extension

1. Life support machinery

Notwithstanding anything contained in the defined events, the 24 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.

2. Named Person basis

Cover in respect of such person is extended by deletion of the words "motor vehicle described in the schedule" under Defined events and substituting the words "motor vehicle."

Specific exceptions

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

- by his suicide or intentional self injury.
- caused solely by an existing physical defect or infirmity of such person.
- as a result of the influence of alcohol, drugs or narcotics upon the driver of the vehicle unless administered by a member of the medical profession (other than himself) or unless prescribed by or taken in accordance with the instruction of a member of the medical profession (other than himself).

4. 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.
5. whilst he is, or as a result of his, engaging in
 - (a) motor cycling, (including motor-scooters and quadricycles) whether as a driver or passenger.
 - (b) racing of any kind.