Group Personal Accident Insurance

Hollard Insurance Namibia V1/2018

Hollard.

HOLLARD INSURANCE COMPANY OF NAMIBIA LIMITED
Registration number 2003/049

Jan Jonker Heights, C/o Jan Jonker Avenue & Thorer Street, Windhoek, Namibia
PO Box 5077, Ausspannplatz, Namibia
info@hollardnam.com
www.hollard.com.na

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GROUP PERSONAL ACCIDENT INSURANCE

INTRODUCTION

WHEREAS the Insured named in the Schedule has applied to Hollard for the insurance described herein, Hollard hereby agrees to provide such insurance subject to: -

(a) any proposal or other information supplied by or on behalf of the Insured disclosing all facts that are material to the insurance and known to the Insured and forming the basis of this insurance;

(b) the payment of the premium by the Insured or on his behalf in terms of the Short-term Insurance Act 4, 1998 and the Regulations thereto;

(c) the terms, conditions, provisions and exceptions set out herein or contained in any endorsements attached hereto or subsequently included in this policy.

OPERATIVE CLAUSE

If during the period of insurance an Insured Person sustains Bodily Injury as the result of an Accident which directly and independently of any other cause results, within 24 (twenty four) calendar months, in Death, Disability or the incurring of Medical Expenses Hollard will pay to the Insured or his legal personal representatives the Compensation stated in the Schedule up to the maximum limits of liability therein.

DEFINITIONS

The following words or phrases shall bear the meaning stated below.

"Annual Earnings" means the annual rate of salary or wages and any other allowance of a regular and constant nature paid to the Insured Person at the time of the accident.

"Average Weekly Earnings" means one fifty second part of the annual earnings of the Insured Person. In respect of casual workers with less than twelve consecutive months' service with the Insured, prior to the date of loss, the one fifty second part shall be calculated by applying the total of all earnings received from the Insured divided by the total number of consecutive weeks service.

"Accident" means a fortuitous unexpected event occurring at an identifiable place and time.

"Bodily Injury" means traumatic bodily injury caused by an Accident and shall be deemed to include bodily injury caused by starvation, thirst and exposure to the elements as a result of an accidental occurrence.

"Diagnosed" Means diagnosis by a registered medical practitioner, supported by clinical, radiological, histological and laboratory evidence acceptable to Hollard.

"Hollard" means HOLLARD INSURANCE COMPANY OF NAMIBIA LIMITED, a Public Company registered in terms of the laws of the Republic of Namibia (under registration number 2003/049) and duly licensed as a Financial Services Provider with NAMFISA (under license number 03/ST/14) to operate as a Short Term Insurer.

"Insured" means the person or persons specified in the schedule.

"Loss" used in reference to limb, hand, thumb, fingers, foot or toes means the loss by physical severance or total and permanent loss of use of such member.

"Medical Expenses"	means expenses necessarily incurred within 24 (twenty four) months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred.
"Permanent Partial Disability"	means Bodily Injury which causes a Permanent Disability but not causing inability to work, also referred to as PPD;
"Permanent Total Disability"	means bodily injury resulting in total and absolute disablement preventing the Insured Person from following the usual occupation, or any other occupation for which he or she is suited by education or training, for 24 (twenty four) consecutive months and which, at the expiry of that period, is beyond hope of improvement, also referred to as PTD;
“Temporary Partial Disability”	means Bodily Injury temporarily preventing an Insured Person from engaging in or giving attention to a substantial part of his or her usual occupation, also referred to as TPD;
"Temporary Total Disability"	means Bodily Injury temporarily and totally preventing the Insured Person from engaging in or giving attention to his or her usual occupation, also referred to as TTD.

TERRITORIAL LIMITS

Coverage applies anywhere in the world unless otherwise restricted by an endorsement and/or memorandum to this policy.

OPERATING TIME

Coverage applies 24 hours a day, 7 days a week unless otherwise restricted by endorsement and/or memorandum to this policy.

PROVISOS

Applicable to the entire policy including all Extensions

1. Compensation shall only be payable under one of the items 1 and 2 of the Table of Benefits.

2. Compensation for Temporary Total Disability, Temporary Partial Disability and/or Medical Expenses shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Table of Benefits.

3. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated in the Schedule to this Policy for the Temporary Total Disability.

4. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Insured Person is prevented from following the usual occupation as described under the “Permanent Total Disability” definition.

5. Any Compensation payable by Hollard for any period of Temporary Total Disability and/or Temporary Partial Disability or for the reimbursement of Medical Expenses shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under the terms of the Labour Act Nr 11 of 2007 in conjunction with Regulation 156 for Temporary Disablement (partial or total) for the same or a lesser period and/or in respect of Medical Expenses.

6. Any compensation payable by Hollard for any period of Temporary Disability (partial or total) shall not exceed the average weekly earnings earned by the Insured Person at the time of the accident.

7. Where amounts recoverable from Hollard is delayed pending finalisation of any claim, payments on account can be made to the Insured, at Hollard' discretion, on receipt by the Insurer of certification by a medical doctor appointed by Hollard.

8. Upon payment of a claim under Items 1 to 2.4 (other than 2.2.1) or of 100% under Item 3 of the Schedule of Permanent Disability this policy shall be terminated in respect of the Insured Person for whom such payment is made.

SCHEDULE OF PERMANENT DISABILITY / TABLE OF BENEFITS

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

1.	Permanent Total Disability			100%
2.	Permanent and total loss of:			
	2.1	Speech		100%
	2.2	Hearing – both ears		100%
		2.2.1	Hearing – one ear only	35%
	2.3	One or more limbs at or above the wrist or ankle		100%
	2.4	Sight in one or both eyes		100%
	2.5	Four fingers of either hand		75%
	2.6	Thumb, either hand - both phalanges		30%
		2.6.1	One phalanx	15%
	2.7	Any finger, either hand		
		2.7.1	Three phalanges	15%
		2.7.2	Two phalanges	10%
		2.7.3	0ne phalanx	5%
	2.8	Toes		
		2.8.1	All on one foot	35%
		2.8.2	Great toe, both phalanges	15%
		2.8.3	Great toe, one phalanx	5%
		2.8.4	Other than great toe, loss of any one toe (per toe)	5%

3. Permanent Disability not specified herein, a percentage which in the opinion of Hollard is consistent with the above insofar as possible.

In the event of Compensation being due under more than one of the benefits referred to above as a consequence of any one accident to any one Insured Person the maximum amount payable hereunder shall not exceed 100% in total of the Sum Insured stated in the Policy Schedule.

EXTENSIONS

Subject to an Insured Person suffering Accidental Bodily Injury which is the subject of a valid claim hereunder the following extensions are applicable:-

Additional Death Benefit

The Insurer will in addition to the Accidental Death benefit and on production of a valid Death certificate of an Insured Person pay the Insured an amount of NAD 15,000 (fifteen thousand Namibia Dollar) per Insured Person.

Body Transportation Costs

In the event that there is a valid claim for accidental Death, Hollard will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person's mortal remains to his normal place of residence, provided that the liability of Hollard shall not exceed NAD 75,000 (seventy five thousand Namibia Dollar) for any one Insured Person.

Childcare

In the event of Accidental Bodily Injury to:

a) an Insured Person's child resulting in disability which requires regular care and attendance;
b) an Insured Person or his spouse resulting in disability which prevents care being given to a child.

Hollard will pay to the Insured Person NAD 300 (three hundred Namibia Dollar) per day during the period of such disability, provided that Insurers will:

1. not be liable for the first 7 (seven days) of each and every claim;
2. only be liable for a period not longer than 28 (twenty eight) days in respect of each and every claim;
3. only be liable for a maximum of NAD 15,000 (fifteen thousand Namibia Dollar) in respect of any Insured Person in any one 12 (twelve) month period of insurance, irrespective of the number of children the Insured Person has;
4. only be liable for a maximum of NAD 100,000 (one hundred thousand Namibia Dollar) per Policy in any 12 (twelve) month period of insurance;
5. not be liable for any claim in respect of a child who is more than 16 (sixteen) years of age;
6. only be liable if continuous treatment and attendance by a qualified, registered medical practitioner is necessary for the condition rendering the child or parent(s) disabled;
7. only be liable if the child is permanently resident with the Insured Person.

Claims Preparation Costs

This Policy is extended to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by Hollard to substantiate a claim, provided that the liability of Hollard for such costs in respect of any one claim shall not exceed NAD 50,000 (fifty thousand Namibia Dollar).

Crime Benefit

In the event that the Insured Person's Death or Permanent Disability is as a direct consequence of a crime, Hollard will pay an additional 10% of the Insured Person's Death or Permanent Disability benefit up to a maximum amount of NAD 100,000 (one hundred thousand Namibia Dollar).

Detention

In the event of the detention under duress of any Insured Person, other than by reasons of:-

1. engagement (or alleged engagement) in any political activity against the de jure or de facto Government of the country where the detention occurs;
2. failure to be in possession of the requisite visas, work permits or associated documents required by such country;
3. involvement (or any allegation thereof) in any criminal activity;
4. debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss.

the cover in terms of this insurance shall continue in force for the duration of such an Occurrence, or 12 (twelve) months from the date of such Occurrence, whichever is the lesser period.

If Temporary Total Disability is insured, Hollard will regard Detention of the Insured Person as a claim for Temporary Total Disability.

Disappearance

If after a suitable period of time of the disappearance of an Insured Person it is reasonable to believe that such person has died as a result of Accidental Bodily Injury the Death benefit shall be payable provided that if such belief is incorrect such benefit shall be repaid to Hollard by the Insured.

Disfigurement

The Schedule of Permanent Disability is hereby extended to include Bodily Injury resulting in permanent disfigurement of:

1. The head, neck and hands - provided the total area affected exceeds 20% of the total area;

2. All other areas of the Body - provided the Compensation total area affected exceeds 5% of the total area of the Body.

Compensation payable hereunder is a percentage of the compensation in direct proportion to the area affected. The benefits payable in terms of (1) and (2) above shall apply independently and be cumulative, but the overall liability of Hollard for permanent disfigurement resulting from an accident or series of accidents arising from one cause for any one Insured person shall be limited to 50% of the amount payable for Permanent Total Disability in respect of (2) above.

Compensation shall not be payable under this extension in addition to compensation payable for the same Bodily Injury under the Schedule of Permanent Disability and shall be limited to 100% of the compensation provided for Permanent Total Disability.

Disfigurement requiring corrective medical procedure

In the event of a claim where the Insured Person suffers permanent disfigurement following accidental Bodily Injury of an extent that it may have a significant psychological effect on the insured person and it be required on recommendation by a qualified psychologist for the Insured Person to undergo corrective medical procedure or procedures such as plastic surgery, in order to improve the Insured Person's self-confidence, wellbeing and/or quality of life, Hollard will pay the following benefit:

1. The head, neck and hands – an additional 25% of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of NAD 300,000 (three hundred thousand Namibia Dollar) per Insured Person;
2. All other areas of the Body – an additional 10% of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of NAD 100,000 (one hundred thousand Namibia Dollar) per Insured Person.

In the absence of a psychological evaluation Hollard may at their discretion and on presentation of medical reports and/or photographs as to the extent of the disfigurement agree to pay this benefit.

Compensation under this extension shall be payable in addition to compensation payable for the same bodily injury under the Schedule of Permanent Disability or the Disfigurement extension, but shall exclude any procedure of a pure cosmetic nature.

Emergency Transportation Costs

Insurers will pay reasonable and necessary emergency transportation costs to the nearest adequate medical facility incurred by the Insured as a direct result of Accidental Bodily Injury to an Insured Person if a qualified medical doctor certifies that:

1. local medical facilities are inadequate for the treatment of the injuries;
2. the recovery of the injured person will be substantially expedited by the emergency transportation to the nearest adequate medical facility.

Where no qualified medical doctor is available the highest qualified and experienced medical practitioner may certify as to the necessity of the emergency transportation.

The maximum amount payable by Insurers will be NAD 200,000 (two hundred thousand Namibia Dollar) any one Insured Person and NAD 1,000,000 (one million Namibia Dollar) any one occurrence.

Family/Servants Medical Expenses

In the event of Accidental Bodily Injury to any spouse, dependent child or domestic servant of an Insured Person (referred to in this extension as such person) as a result of a motor vehicle accident while such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by the Insured Person, Insurers will pay any consequent medical expenses incurred by such person, provided that:

1. the maximum amount payable by Insurers will be NAD 50,000 (fifty thousand Namibia Dollar) any one such person each and every claim, and subject to a maximum of NAD 200,000 (two hundred thousand Namibia Dollar) in any one 12 (twelve) month period of insurance;
2. Hollard will not be liable for the first NAD 250 (two hundred and fifty Namibia Dollar) of each and every claim;
3. Hollard will only be liable for the amounts in excess of amounts paid or payable under any other policy of insurance or under any Medical Aid Scheme, or Moto Vehicle Accident Fund or otherwise known, or as may be amended by legislation;
4. if the Business Hours Limitation is applicable, this extension does not apply.

Hijacking/Abduction/Kidnapping

In the event of the unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or the abduction or kidnapping of the Insured Person, the cover in terms of the Temporary Total Disability section of this Policy shall continue in force for the duration of such an event, or 12 (twelve) months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is insured, Hollard will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability, provided that:

1. Hollard' liability is limited to the period of hijacking, abduction or kidnapping or 12 (twelve) weeks, whichever is the lesser;
2. no compensation shall be payable if any member of the Insured Person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory.

Life Support

Notwithstanding anything contained in the Operative Clause, the 24 (twenty-four 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 a period or periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

Life Support Equipment

The Insurers will pay reasonable costs and expenses incurred by an Insured Person as a result of Accidental Bodily Injury in respect of hire costs for life support machinery, equipment or apparatus, provided that the liability of Hollard under this Extension shall be limited to NAD 100,000 (on hundred thousand Namibia Dollar) in respect of any one Insured Person in each and every occurrence.

Mobility Costs

When 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, Hollard will, in addition to any amount payable for Permanent Disability, pay for:

1. a self-propelled wheelchair;
2. the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair;
3. the modification of the controls of the Insured Person's motor vehicle including wheelchair loading equipment if necessary;

provided that the liability of Hollard for such costs in respect of any one claim shall not exceed NAD 250,000 (two hundred and fifty thousand Namibia Dollar) per Insured Person.

Paraplegia

When Insurers have admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of the lower half of the body, including both legs, of the Insured Person, Hollard will, in addition to any amount payable for Permanent Total Disability, pay 10% of the benefit paid for Permanent Total Disability subject to a minimum of NAD 50,000 (fifty thousand Namibia Dollar) and up to a maximum of NAD 500,000 (five hundred thousand Namibia Dollar).

Quadriplegia

When Insurers have admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of all four limbs of the Insured Person, Hollard will, in addition to any amount payable for Permanent Total Disability, pay 25% of the benefit paid for Permanent Total Disability subject to a minimum of NAD 100,000 (one hundred thousand Namibia Dollar) and up to a maximum of NAD 1,000,000 (one million Namibia Dollar).

Rehabilitation Costs

In the event that the Insured demonstrates, to the reasonable satisfaction of the Insures, that an Insured Person has suffered Permanent Disability such that he/she cannot continue to be employed in the occupation in which he or she was employed at the time of the accident but may be retrained by the Insured, or by any registered training centre, Hollard will contribute 80% (eighty per cent) of such retraining costs up to a maximum liability of NAD 150,000 (one hundred and fifty thousand Namibia Dollar) per Insured Person.

Relocation Costs

In the event that it is necessary to replace as employee a deceased or permanently disabled Insured Person Hollard will indemnify the Insured for the following costs not exceeding NAD 150,000 (one hundred and fifty thousand Namibia Dollar) incurred by the Insured in relation to any one Person per occurrence who is required to move more than 100 km (one hundred Kilometres):

1. relocation costs for such person, his family, furniture and pets;

2. 75% (seventy five percent) of the actual loss caused following the forced sale of such person's private dwelling subject to such loss being determined by an impartial valuer appointed and paid by the Insurer.

Repatriation Costs

In the event that there is a valid claim for serious Accidental Bodily Injury, Hollard will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person to his normal place of residence, provided that the liability of Hollard in respect of any one claim shall not exceed NAD 200,000 (two hundred thousand Namibia Dollar) for any one Insured Person.

The prior consent of Hollard to repatriate the Insured Person must be obtained. Such consent will not be unreasonably withheld.

Search & Rescue

Insurers will pay the reasonable and necessary costs and expenses incurred for search and rescue, including freeing and bringing an Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person, provided that:

1. Insurers will not be liable if an Insured Person is found in circumstances which are unlikely to result in Accidental Bodily Injury;

2. the maximum amount payable by Insurers will be NAD 100,000 (one hundred thousand Namibia Dollar) any one Insured Person any one occurrence;

3. the maximum amount payable by Insurers in any 12 (twelve) month period of insurance will be NAD 500,000 (five hundred thousand Namibia Dollar).

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Seat Belt Benefit

Hollard will pay an additional 10% of the Insured Person's Death or Permanent Disability benefit, up to a maximum amount of NAD 100,000 (one hundred thousand Namibia Dollar), provided that the Insured Person was wearing a properly factory installed seat belt while operating or travelling as a passenger in a private motor vehicle when the Accident causing the Death or Total Disability occurs.

Verification of the actual use of the seat belt at the time of the accident must be a part of an official report of the accident or must be certified in writing by the investigating officer(s).

Temporary Drivers

If, as a result of accidental bodily injury, the Insured Person is unable to drive to and from his or her normal place of employment but is otherwise able to continue his or her usual business or occupation, Hollard will pay the costs of employing a temporary driver, provided that:

1. such costs will not be payable in addition to any amount payable for Temporary Total Disability;
2. such costs will be limited to NAD 2,000 (two thousand Namibia Dollar) per week or the Temporary Total Disability benefit applicable to such Insured Person, whichever is the lesser;
3. this extension will only apply if the Insured Person, prior to the accident, regularly drove a vehicle to and from work;
4. the weekly benefit shall not be paid for a period longer than the number of weeks insured in respect of the Temporary Total Disability benefit.

Terrorism

This policy is extended to cover Accidental Death or Disability of an Insured Person arising from acts of "terrorism" as defined in the Defence Act 1 of 2002 or as amended; provided that Insurers shall not be liable to pay compensation for Death or Disablement arising from:-

1. the performance by such person of obligations in terms of the Defence Act or the Police Services Act of any country or at a place from which military or police actions are carried out; or
2. consequent upon such person's engagement in any military or police actions against an enemy of any country, combating "terrorism" as defined in the Defence Act or "operations in defence of any country".

Trauma Counselling

In the event of an Insured Person being subjected to an act of violence or a traumatic accident, Hollard will pay for counselling fees actually incurred by such person as a result of the act of violence or traumatic accident, provided that:

1. the maximum amount payable by Insurers will be NAD 1,000 (one thousand Namibia Dollar) per consultation and NAD10,000 (ten thousand Namibia Dollar) per annum for each Insured Person; and NAD 100,000 (one hundred thousand Namibia Dollar) in any one 12 (twelve) month period of insurance;

2. act of violence shall mean an assault, robbery, rape or armed car hijack;

3. for the purpose of this extension only, Insured Person shall include immediate family members of such Insured Person, who are subjected to the same incident or occurrence of violence or traumatic accident as the Insured Person;

4. the act of violence has been reported to the police and a case number obtained.

VAT Clause

Notwithstanding that 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 VAT exclusive basis, Hollard agree that they will indemnify the Insured over and above such policy limits for any VAT obligation the Insured may incur arising out of any claims settlement made hereunder.

EXCLUSIONS

Applicable to the entire policy including all Extensions

Hollard shall not be liable to pay Compensation for Bodily Injury in respect of any Insured Person:

1. caused by such person's suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);

2. whose death or disability is directly or indirectly caused by, arising or resulting from or traceable to any physical defect or infirmity which existed prior to the Accident, provided that if the disability of the Insured Person is merely aggravated by such pre-existing conditions, Hollard may in their discretion pay an amount which they consider would have been payable but for such aggravation;

3. under 15 or over 75 years of age;

4. whilst the Insured Person is travelling by air other than as a passenger (and a "passenger" does not include a member of the crew or any person being conveyed for the purpose of any trade or technical operation relating to the aircraft); (b) is hang gliding or micro lighting;

5. as a direct result of the Insured Person:-

   5.1 being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered lawfully by a medical practitioner (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a medical practitioner (other than the Insured Person);

   5.2 driving a motor vehicle and having more than the legal limit of alcohol in his/her blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred;

6. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence;

7. arising from:-

   7.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or any events or causes which determine the proclamation or maintenance of martial law;

   7.2 whilst such Insured Person is on active service with the military, naval, air or police services of any nation;

   provided that this Insurance shall continue to apply in respect of Accidental Bodily Injury sustained independently of such contingencies.

8. whose death or disability is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that death or disability of an Insured Person did not arise through or was not caused by AIDS or HIV.

9. whilst participating in sport as a professional player. For the purpose of this exclusion professional player is a person who derives 50% or more of their income from participating in sports.

10. whose occupation involves the manufacturing, storage, use of or the handling of explosives or explosive devices. This exclusion does not apply to surface or underground mining occupations.

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CONDITIONS

1. This Policy may be cancelled at any time by the Insurer 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 a refund of premium paid pro rata for the unexpired Period of Insurance, subject to condition 9.

2. This Policy is not assignable. Compensation shall be payable only to the Insured whose receipt shall effectually discharge the Insurer. No Insured Person shall have any right against Hollard.

3. No sum under this Policy shall carry interest.

4. This Policy shall be voidable at Hollard instance in the event of misrepresentation, or misdescription or non-disclosure by or on behalf of the Insured or an Insured Person in any particular material to this Insurance.

5. Notice must be given to Hollard in writing on the prescribed claim form as soon as practicable but in any event within 12 (twelve) months of any occurrence which may give rise to a claim under this Policy but notice of death must be given forthwith and Hollard shall have the right to have a post mortem examination of the body.

   All certificates, information and evidence required by Hollard shall be furnished without expense to Hollard within 30 days of Hollard notifying the Insured of their requirements.

   After incurring Bodily Injury for which Compensation may be payable under this Policy, the Insured Person shall, when reasonably required by Hollard so to do, submit to medical examination on behalf of and at the expense of Hollard and undergo any treatment specified. Hollard shall not be liable to make payment unless this Condition is complied with to their satisfaction.

   Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury and Hollard shall not be liable for any part of any claim which in the opinion of their medical adviser arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

6. 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 statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for Hollard to make any payment under this Policy.

7. In the event of Hollard disclaiming liability in respect of any claim and an action or suit not being commenced within 12 (twelve months) after such disclaimer or, in the case of an arbitration taking place, within 12 (twelve) months after the Arbitrator shall have made his award, all benefits under this Policy in respect of such claim shall be forfeited.

8. If any claim under this Policy be in any respect fraudulent or intentionally exaggerated or if any fraudulent means or devices are used by the Insured or Insured Person or anyone acting on his or her behalf to obtain any benefit under this Policy all benefit thereunder shall be forfeited.

9. 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 Hollard 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.

   9.1 The estimates and declaration of total wages, earnings or salaries on which the premium hereunder is based shall include all items of remuneration which fall under the definition of "Annual Earnings" within this policy.

   9.2 In the event that such allowances are not included in the estimated or declared earnings these amounts will not be included in the computation of any claim.

10. This Policy will be governed by the laws of the Republic of Namibia, whose courts shall have jurisdiction in any dispute arising hereunder.

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OPTIONAL EXTENSIONS

Cover may be extended at an additional premium to include any of the following benefits:-

Hospitalisation *(Only applicable if stated in the Schedule to be included)*

If, during the Period of Insurance, an Insured Person is admitted to hospital as an in-patient as a result of accidental bodily injury, Hollard will pay the amount reflected in the Schedule per day for a period of hospitalisation up to 90 (ninety) days or the number of days reflected in the Schedule whichever is the highest.

Specific Conditions applicable to this extension:-

1. Hollard will not be liable for the first twenty four (24) hours of each and every period of hospitalisation;
2. Successive periods of hospitalisation, due to the same or related causes, will be regarded as one accident.

HIV Accidental Exposure *(Only applicable if stated in the Schedule to be included)*

If an Insured Person becomes infected with Human Immunodeficiency Virus "HIV" as a result of an accidental bodily exposure arising from and in the course of his employment, Hollard will pay to the Insured, on behalf of the Insured Person or his estate, the amount stated in the Schedule.

For the purposes of this Optional Extension an Insured Person does not become infected with "HIV" within the meaning of this Insurance unless:-

1. within a period of twenty four (24) hours, following the accidental exposure, the Insured Person makes an official report of such exposure to the nominated responsible person within the Insured's organisation, who in turn within seventy two (72) hours must provide written notice to the Insurer of such accidental exposure, and

2. within seventy two (72) hours, of such exposure, the Insured Person undertakes a test performed by a registered medical practitioner in accordance with laboratory and clinical criteria representing good clinical practice at that date which demonstrates that the Insured Person does not have Human Immunodeficiency Virus; and

3. within a period of three (3) calendar months from the date of the accidental exposure and during his lifetime the Insured Person is first diagnosed by a registered medical practitioner as being "HIV" positive, the diagnosis being made in accordance with laboratory and clinical criteria representing good clinical practice at that date.

Specific Provisions forming part of this Extension:-

1. Hollard is entitled to require any test to be duplicated by a registered medical practitioner of their choice.

2. If the result of any test carried out by the Insured Person's registered medical practitioner is different from the test carried out by Hollard registered medical practitioner, then a final test shall be carried out by another registered medical practitioner who is acceptable to both parties or failing agreement, a registered medical practitioner will be appointed by the Health Professions Council of Namibia and his determination shall be binding.

3. If the Insured Person so becomes infected with "HIV", the date of his infection shall be deemed the date of the accidental exposure unless the contrary is shown.

4. Following a notification of an Occurrence which could give rise to a claim in terms of this insurance, Insurers shall at all times during and after the insurance period, have access to the Insured Person's medical records as held by the Insured.

Jan Jonker Heights, C/o Jan Jonker Avenue & Thorer Street, Windhoek, Namibia
PO Box 5077, Ausspannplatz, Namibia
info@hollardnam.com
www.hollard.com.na

Specific Exclusions forming part of this Extension:-
No claim shall be payable if:-

1. the Insured Person takes or has taken drugs intravenously or subcutaneously unless in the course of medical treatment as prescribed by a registered medical practitioner;

2. it is directly or indirectly caused or contributed to by any medical condition which was known or reasonably ought to have been known to the Insured Person and which has not been declared to and noted by Hollard prior to the inception of this insurance;

3. the Insured Person fails or refuses to promptly make himself available for examination or the associated tests required;

4. the Insured Person is no longer in the employment of the Insured when the "HIV" positive diagnosis is made.

War Risks *(Only applicable if stated in the Schedule to be included)*

It is declared and agreed that Exclusion 7 is deleted in its entirety, provided that:

1. Hollard shall not be liable to pay compensation in terms of this extension for claims arising while the Insured Person is on service or duty or undergoing training with any military or police force;

2. this extension may be cancelled at any time by Hollard giving 30 days' notice in writing.

Temporary Total Disability Sickness *(Only applicable if stated in the Schedule to be included)*

This policy is extended to cover Temporary Total Disability of the Insured Person caused by sickness or disease of the body contracted and commencing after the inception of this Policy.

Provisos forming part of this Extension:-
All the terms, conditions, provisions and exclusions of the Policy shall apply to this Extension.

Specific Exclusions forming part of this Extension:-
No Compensation shall be payable under this extension:

1. in respect of sickness or disease for which the Insured Person had received treatment, or medical advice, prior to the inception of this Policy.

2. for sickness manifesting itself within the first 30 (thirty) days after the inception of this cover.

3. for the first 30 (thirty) days of any period of disablement following sickness.

4. in respect of any Insured Person who has attained the age of 65 (sixty five) years.

5. in respect of:-
   5.1 venereal or other socially transmitted diseases;
   5.2 congenital abnormalities and conditions arising out of or resulting therefrom;
   5.3 any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations.

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Serious Illness *(Only applicable if stated in the Schedule to be included)*
Should an Insured Person be diagnosed during the period of Insurance as suffering from a Serious Illness, symptoms of which were not present in such Insured Person up to 12 (twelve) months before inception of this Extension to the Policy, Hollard will pay the compensation as stated in the Schedule to this Policy.

In terms of this Extension, "Serious illness" means any of the following:-

Alzheimer's The deterioration or loss of intellectual capacity or abnormal behaviour arising from Alzheimer's disease or irreversible organic disorders (excluding neurosis and any psychiatric illness) resulting in significant reduction in mental and social functioning and requiring the eventual supervision of the Insured Person. The diagnosis must be clinically confirmed by an appropriate consultant and confirmed by Hollard medical consultants.

Blindness The total and irreversible loss of vision in both eyes but excluding blindness caused by accidental, violent, external and visible means.

Cancer A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. All cancers diagnosed and treated by primary biopsy only, that is, not requiring any further surgical, medical (chemotherapy, and the like) or radio therapy, or other modalities are excluded.

The term "Cancer" also includes Leukaemia and Hodgkin's Disease but excludes:

1. all skin cancers;
2. cancer-in-situ, including melanoma-in-situ.

Chronic Coronary Heart Disease Open bypass surgery or open surgical treatment of coronary disease. This excludes angioplasty and any other intra-arterial procedures.

Chronic Liver Disease End stage liver failure as evidenced by all of the following:

1. permanent jaundice;
2. ascites;
3. hepatics encephalopathy.

Coma A state of unconsciousness with no reaction or response to external stimuli or internal needs, and where permanent neurological deficit is present, persisting continuously with the use of life support system which must include the use of a respirator for an indefinite period.

Heart Attack The death of a significant portion of the heart muscle due to inadequate blood supply to the relevant area. The diagnosis will include the following criteria:

1. a history of typical chest pain;
2. new ECG changes;
3. elevation of cardia enzymes.

Heart Valve Surgery The first occurrence of open or endoscopic heart valve surgery, performed to replace or repair one or more heart valves, as a consequence of defects that cannot be repaired by intra-arterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist.

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Kidney Failure

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis must be instituted.

Loss of Hearing

Total and irreversible loss of hearing in both ears of all sounds as a result of chronic illness as evidenced and confirmed by medical audiometric and sound-threshold tests.

Loss of Speech

Total and irrecoverable loss of the ability to speak for a continuous period of 12 (twelve) months due to disease to the vocal cords which is evidenced and confirmed by medical reports including confirmation of no prognosis of recovery.

Loss of speech shall mean the inability to make a comprehensible word or understandable verbal language.

Major Organ Transplant

The human to human organ transplant from a donor to the Insured Person of one or more of the following organs:-

1. Kidney;
2. Heart;
3. Lung;
4. Pancreas;
5. Bone Marrow.

The transplantation of all other organs, parts of organs, or any other tissue transplant is excluded.

Motor Neurone Disease

The unequivocal diagnosis of Motor Neurone disease, certified by a consultant neurologist, with significant persistent progressive neurological deficit resulting in a permanent inability to perform at least 3 of 6 of the Activities of Daily Living:-

1. "Bathing": the ability to shower or bath;
2. "Continence": the ability to control bowel and bladder function;
3. "Dressing": the ability to put on or take off clothing;
4. "Feeding": the ability to get food from a plate into the mouth;
5. "Mobility": the ability to get in and out of bed and a chair;
6. "Toileting": the ability to use the toilet to maintain personal hygiene.

Multiple Sclerosis

Which is a disease characterised by demyelination in the brain and spinal cord. The diagnosis must be unequivocal and made by a consulting neurologist. There must be more than one episode of well-defined neurological deficit with persisting abnormalities and with at least 25% impairment of function. Diagnosis should be supported by confirmatory neurological investigations e.g. lumbar puncture, evoked visual responses, RI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system.

Muscular Dystrophy

A degenerative chronic and progressive disorder with significant persistent progressive muscular deficit certified by a consultant neurologist, and which will be subject to a combination of 3 out of 4 of the following:

1. family history;

2. clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;

3. characteristic electromyogram;

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4. clinical suspicion confirmed by muscle biopsy which confirms the diagnosis of muscular dystrophy.

Paraplegia The total and irreversible loss of the use of either legs or both arms.

Parkinson's Disease A degenerative chronic and progressive disorder of the central nervous system caused by the insufficient formation and action of dopamine, impairing motor skills and speech resulting in muscle rigidity, tremor, a slowing of physical movement (bradykinesia) and, in extreme cases, a loss of physical movement (akinesia).

Stroke Any cerebrovascular occurrence or accident which produces significant neurological sequelae lasting more than 24 successive hours and including infarction of brain tissue, haemorrhage, and embolism from an extra cranial source. Evidence of disabling permanent neurological deficit must be produced.

<u>Specific Provisions forming part of this Extension</u>:-

1. Hollard shall be obliged to compensate an Insured Person only once under this Extension to the Policy. Should an Insured Person be paid Compensation for a Serious Illness, that Insured Person's cover under this Extension lapses and cannot be reinstated.

2. An Insured Person who has been paid Compensation under the Schedule of Permanent Disability Benefits for bodily injury shall not be entitled to Compensation under this Extension for the same bodily injury or disability.

3. All the terms, conditions, provisions and exclusions of the Policy shall apply to this Extension.

<u>Specific Exclusions forming part of this Extension</u>:-

Hollard shall not be liable to pay Compensation for a Serious Illness diagnosed in respect of any Insured Person:

1. under 18 or over 65 years of age;

2. where the illness is as a result of the influence of alcohol, drugs or narcotics upon an Insured Person unless such drugs or narcotics were administered by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the Insured Person);

3. where the illness is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that a Serious Illness did not arise through or was not caused by AIDS or HIV;

4. where the illness is attributable to venereal or other socially transmitted diseases;

5. where the illness is directly caused by childbirth or pregnancy;

6. where the illness is as a result of surgery and/or any other medical procedure or treatment;

7. where the illness is developed as a result of Accidental Bodily Injury or due to any psychiatric related cause;

8. where the Insured Person does not survive for more than 30 days after the diagnosis.

(END OF THIS POLICY WORDING)