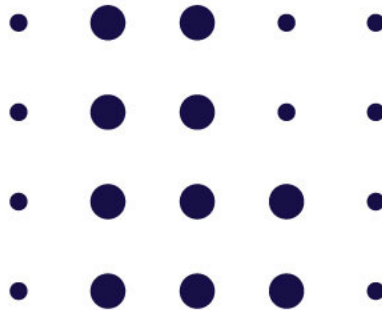




&



LOMBARD
Broker Partners

Mandatory Commuter Accident Plan

Please familiarize yourself with the terms and conditions of your Intasure Mandatory Commuter Accident Plan.

We also draw your attention to **What you are Covered for** and **What you are not Covered for** and the Claims Procedure in the event of a claim.

Updated April 2023

WHAT ARE YOU COVERED FOR

If you have an accident after the effective date of the policy and suffer bodily injury solely and independently of any other cause and such accident causes death or permanent disability, if stated in the schedule, we will pay the benefit according to the Table of Benefits set out below:-

Definition	Percentage Benefit as stated in Schedule
Death	100%
Permanent Total Disablement	Up to 100%
Loss by Physical separation at or above the wrist/ankle of one or more limbs	100%
Loss of Four Fingers of one hand	70%
Loss of Thumb : both phalanges Loss of Thumb : one phalanx	25% 10%
Loss of Finger : three phalanges Loss of Finger : two phalanges Loss of Finger : one phalanx	10% 8% 4%
Loss of Metacarpals : first or second (additional) Loss of Metacarpals : third, fourth or fifth (additional)	3% 2%
Loss of Toes : all of one foot Loss of Toes : both phalanges Loss of Toes : one phalanx Loss of Toes : other than big if more than one toe lost each	30% 15% 12% 1%
Loss of Hearing : both ears Loss of Hearing : one ear	80% 25%
Total and Irreparable loss of sight in one or both eyes	100%
Loss of : sight, except perception of light Loss of : lens of eye	75% 75%
Total Paralysis or being Permanently bedridden	100%
Loss of Speech	50%
Loss of use of shoulder/elbow/hip/knee/ankle or wrist	4%
Medical Expenses (limited to R200 000 per event)	R100 000

WHAT YOU ARE NOT COVERED FOR

No benefit for bodily injury will be payable:

- a. If the accident occurs in a country where a state of war exists (declared or not) if the accident was the direct consequence of the war.
- b. If you take a drug or drugs other than according to the manufacturer's instructions or as prescribed by a registered medical practitioner.
- c. If you take a drug or drugs for the treatment of drug addiction.
- d. If your injuries are intentionally self-inflicted.
- e. If body injury is sustained whilst you commit or attempted to commit suicide.
- f. If your bodily injury is sustained whilst directly involved in an unlawful act.
- g. If you deliberately or recklessly expose yourself to danger.
- h. If it results from fibromyalgia, myalgic encephalomyelitis, chronic fatigue syndrome, post-traumatic stress disorder or any mental or nervous disorder.
- i. If it results from sickness or disease.
- j. If the accident occurs whilst driving, or in charge of, a vehicle and your blood/urine alcohol level is above the legal limit stated in the laws of the country where the accident occurs; or
- k. For any fracture where osteoporosis or pathological fracture had been diagnosed and made known to you before the effective date.
- l. If you have a pre-existing physical or medical condition and you have an accident and suffer bodily injury, you will be asked for an independent medical consultation to assess:-
 1. Whether your existing physical or medical condition has contributed to your post-accident disability or;
 2. Whether the post-accident disability has made your existing physical or medical Condition worse.
- m. Upper Age Limit – cover will cease if the driver or passenger in the vehicle is 80 years or older at the time of the accident.

DEFINITIONS

Accident means a sudden, unforeseen, and unexpected event, external to the body, happening at an identifiable time and place whilst the policy is in force.

Permanent Disablement benefit means the benefit which will be paid if bodily injury disables you to such an extent that you are **permanently** prevented from carrying out your usual occupation, and which lasts twenty-four months and at the expiry of that period is beyond hope of improvement.

Bodily Injury means physical damage caused to you by a motor accident.

Child or children means any child aged 6 months and over and 21 years and under.

Doctor means a registered medical practitioner who is not you or related to you, who is currently registered with the General Medical Council in the Country in which you are being treated to practice medicine.

Effective date means the start date of the policy shown in the schedule, or the date on which the motor vehicle was added to this policy.

Insured

Shall mean the Insured Company, Organisation or Individual's vehicle as shown in the Schedule. Nothing in this Certificate or Schedule gives rights to any person other than the Insured. Any extension providing a benefit to any other person other than the Insured does not give any rights of claim to such person, the intention being that the Insured shall claim on behalf of such person.

Medical Costs

This policy shall pay medical costs related to an accident as described within but excluding any benefit paid or payable under the risk benefit of any medical aid and subject to the limit shown in the schedule.

Osteoporosis is a disease causing thinning of the bone out of proportion to age.

Paraplegia means the total and permanent paralysis of both legs, the bladder and rectum.

Pathological fracture means any fracture in an area where disease has caused weakening of the bone.

Quadriplegia means the total and permanent paralysis of both arms and both legs.

Schedule is the document which should be read in conjunction with this policy.

Territorial Limits

The cover in this policy is valid within the territorial limits of South Africa, as well as the following countries: Botswana, Lesotho, Namibia, Swaziland, Malawi, Mozambique, Zambia and Zimbabwe.

We, us or our means **Lombard Human Risks**

You, your or yourself means the Insured Company, Organisation or Individual.

CONDITIONS

Cooling off period

If the cover does not meet the policyholder's requirements the policyholder may cancel this policy within 15 days of the first premium due date shown on the schedule or within 15 days of receiving the policy and schedule, whichever is the later. We will give the policyholder a full refund of any premiums paid as long as no claim has been made in that period. We will provide this refund within 30 days from the date we receive notice of cancellation from the policyholder.

Canceling the policy

The policyholder may cancel this policy by writing to Intasure (Pty) Ltd
Cover stops on the date Intasure (Pty) Ltd receives notification of cancellation. We may cancel this policy by giving the policyholder at least 30 days written notice to the policyholder's last known address.

Fraudulent Claim

If the (re)insured shall make any claim knowing the same to be fraudulent, as regards amount or otherwise, this contract shall become void and all claims hereunder shall be forfeited.

Law and jurisdiction

This policy will be governed by the law that applies in the part of the territory where the policyholder normally lives unless agreed to the contrary by the policyholder and us before the effective date, otherwise the law of RSA will apply whose courts alone will have jurisdiction.

Policy alteration

We may change the terms and conditions, including the premium, of the policy as we consider necessary to reflect any event outside our control that we expect to have an impact on future claims which we could not reasonably have foreseen when the assumptions were last reviewed, or in the event of any change in the law affecting policy. Before we make any changes we will tell the policyholder at least 30 days before we make the changes in writing.

Premium payment

The premium is payable monthly as shown in the schedule. Each premium paid purchases cover under the terms of this policy for the calendar month in which it is due. If any premium is not paid on the date it is due, the policyholder has 30 days in which to pay it. If it is not paid during that period, the policy will be automatically cancelled from the date on which the unpaid premium was due. If the premium is paid during the 30 day period, then cover will operate as if it had been paid on the due date.

EXCLUSIONS

Institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to or arising from

- 1.1 ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

- 1.2 radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SASRIA/NASRIA EXCLUSION CLAUSE

It is hereby understood and agreed that Underwriters shall not make any payment for any Claim or Claims which are or could be covered by the South African Special Risks insurance Association or the National Special Risks Insurance Association.

WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

CLAIM PROCEDURE

1. In the event of a possible claim the Insured must notify Intasure (Pty) Limited as soon as practicably possible after the accident. The Insured will be required to complete a claim form and return it to us. Your claim may be rejected if you fail to notify our offices within a reasonable time and therefore make it difficult or impossible for us to investigate the claim fully.
2. We will ask you to supply us with certificates and information in support of your claim at your own expense. Your claim could be rejected if you do not give us the information requested.
3. We may ask you to attend one or more medical examinations and if these expenses are agreed upon in advance, we will pay the cost of the examination(s) and your reasonable travelling expenses to attend. If you fail to attend without reasonable cause, then your claim may be rejected.
4. We will ask you to supply us with certificates and information in support of your claim at your own expense. Your claim could be rejected if you do not give us the information requested.
5. If you make any statement in support of your claim that is misleading or is found to be incorrect your claim will be rejected, and your policy will be cancelled. Any amounts already paid must be repaid to us. We reserve the right to ask for a postmortem examination which we will pay for.

This insurance is underwritten by **Lombard Human Risks** as per the attached Policy Holders Protection Rules