

Bay Union Learners Personal Accident

CHELSEA PREPARATORY SCHOOL

2020



BAY UNION
FINANCIAL SERVICES



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SECTION A : SUMMARY OF BENEFITS

Learners

Basis of Cover	Whilst a. Under the jurisdiction and supervision of the school authorities or some other person approved and authorized by the school; b. Traveling to and from school or a school activity in a direct and timeous manner (motor accident only). c. Involved in any school organize sporting / educational / cultural tours or events during the school holidays; d. Representing the province or country in a school recognized event, provided the insured person is not gaining financially as a result of their participation in such event.	
Circumstance	Compensation	Deductible
Emergency Services	Included 010 209 8339	Not Applicable
Emergency Medical Expenses	R60 000 per incident	Not Applicable
Death	R30 000	Not Applicable
Permanent Disability	Such % of up to R150 000, as is specified for the particular disability.	Not applicable
HIV Assistance		
Accident Expert		
Emergency Expense Sub Limits		
Physiotherapy / Biokinetics / Chiropractor or combination thereof	R5 000 per incident	
X-rays	R12 000 per incident	
MRI & CT Scans	R15 000 per incident *a R1 000 co-payment applies to all MRI's and CT Scans <i>However, where such MRI is required to determine the extent of injury, and such injury results in surgical repair, the co-payment will be reimbursed upon confirmation of surgery having occurred.</i>	
External Appliances	10% of compensation benefit	

SECTION B : FREQUENTLY ASKED QUESTIONS

Important – The Information Contained In This Document Is For General Purposes Only. Please Ensure That You Read Your Policy Documents In Conjunction With The Benefits Offered By Your Specific Policy, As Not All Benefits May Be Available Under Your Policy

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. Any amount falling within the franchise or excess payable;
 2. **Any treatment for which a pupil is admitted to hospital, must be claimed against the scholar's medical aid and GAP cover, (shortfalls NOT covered under these benefits, as well as amounts deducted from the savings portion of the medical aid, can be recovered via the Policy);**
Where a scholar is not covered under a medical aid, an affidavit is required from the parent within 48 hours of hospital admission.
 3. whilst participating in a sport or other activity which is not affiliated to, or not offered by the school in which they are enrolled;
 4. whilst the Insured Person
 - * has been booked off sport by a registered medical practitioner,
 - * is still receiving treatment for a previous sport injury, or
 - * is still recuperating from a previous sports related injury;
 5. resulting from an incident which occurs upon the final departure of the Insured Person from the school;
 6. Whilst the Insured Person is travelling by air other than as a passenger in a Commercial Aircraft and not as a member of the crew nor for the purpose of any trade or technical operation therein or thereon. This exclusion 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;
 7. caused by the Insured Person's suicide or intentional self-injury;
 8. caused solely by an existing Medical condition, physical defect or other infirmity of the Insured Person;
 9. 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);

10. 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;
11. caused by the Insured Person's participation in any riot or civil commotion;
12. 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;
13. while participating in sport as a professional player for which they are being remunerated. This exclusion does not apply to the Insured Persons representing their province in an activity which is offered by the Educational Institution noted on the Policy;
14. directly or indirectly caused by or contributed to, by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission;
15. directly or indirectly arising out of venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired or may be named, Human Immunodeficiency Virus (HIV and/or any HIV related illness) including derivatives or variations thereof, howsoever caused;
16. for any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations, other than those caused by Accident as defined in this Policy
17. 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;
18. whilst participating in any civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
19. directly or indirectly caused by or contributed to, by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;
20. Nuclear/Chemical/Biological Exclusion: directly or indirectly caused by, or contributed to by, or arising from the use or release of any nuclear weapon or device or chemical or biological agent;
21. War and Terrorism Exclusion: Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, other than in respect of Extension 15 Passive War, it is agreed that, regardless of any contributory cause(s) this insurance does not cover any claim(s) in anyway caused or contributed by an act of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, an act of terrorism, military or usurped power involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear. If the Insurers allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured;
22. and 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 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.

What Will The Learner Absenteeism Policy Not Cover?

The Insurers **will not be liable** to pay any claim under this policy where the Learner

- stays away from school for fear of contact with an infectious disease;
- Is absent due to inoculation or similar preventative treatment;
- Is absent, for which the cause and length have not been certificate by a recognised medical Practitioner;
- Any length exceeding that which is certified by the recognised medical Practitioner;
- Absences related to a previous sickness, congenital condition, injury or the like, which the learner, parent or legal guardian were aware of, or received treatment for, within 12 months prior to the first day they were included in the scheme;
- where such absence is directly or indirectly caused by:
 - refusing to seek or follow reasonable medical advice or treatment;
 - taking drugs or medicine for treatment of drug addiction;
 - caused by committing a crime.

Who is the policyholder?

The Policy is issued in the name of the Company / Educational Institution, so the Company / Educational Institution 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 / Educational Institution on behalf of their Employees / Parents / Legal Guardians / Scholars, who are therefore the Insured Persons.

Who are the benefits payable to?

As this Policy is owned by the Company / Educational Institution, on behalf of its Employees / Parents / Legal Guardians / Scholars, all applicable benefits will be paid to the Company / Parents / Legal Guardians / Educational Institution who in turn undertakes to pass this onto the relevant Employee / Parents / Legal Guardians / Scholar. The Employees / Scholars are therefore reflected on the Policy Schedule as Insured Persons.

It is important to note that Insured's (the Company / Educational Institution who "owns" the Policy) may choose to place specific Employees / Scholars or categories of Employees / Scholars on the Policy – it is important to ensure that these Employees / Scholars Categories are therefore defined under the specific Policy Benefit Categories (i.e. Admin Staff, Teachers, Primary School Learners, High School Learners, Rugby Playing Learners 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);
- Injuries whilst under the care of the Educational Institution;
- Animal attacks which can include Snake, Dog and/or Spider Bites;
- Sporting Injuries as a result of participation in a school recognised activity (remember, participating as a Professional will not be covered);
- 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 Emergency Expense Shortfall claims are paid in foreign currency, it is important to note that valid claims, which exclude costs reimbursed via a Travel Policy or a Medical Scheme non-MSA benefit, 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 / Educational Institution on behalf of the Employee / Parents / Legal Guardians / Scholar for whom Cover has been purchased, as reflected on the Policy Schedule.

This Policy does not extend cover to the Employees / Scholars family members and is therefore an Employee / Scholar policy only.

Who can claim under the personal accident benefit?

Generally, your Policy is active 24 hours a day, 365 days a year. Therefore, any Accident, whether it be whilst performing your employment duties / attending classes or school sports events, going on a school excursion, playing sports on a weekend etc. will be assessed for Benefits under this Policy.

It is important to note though that some Companies / Educational Institutions elect to provide Restricted Cover, which could therefore only provide Cover during Business Hours / Whilst participating in events as arranged by the Insured (and which may include direct commuting to and from), 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 notification period being up to **90 days** following the date of the Accident.

It is important to submit Claims within this time period, as failure to comply with this 90-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 / Scholar of the Company / Educational Institution 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;

<p>Do employees / scholars need to undergo medical examinations prior to cover being provided?</p> <p>As this is a Short-Term Insurance Policy, Employees / Scholars 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.</p> <p>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.</p> <p>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.</p>
<p>Can Educational Institutions (The Insured) Place Employees / Members /Scholars (The Insured Persons) On Different Levels Of Cover?</p> <p>Yes, the Policy allows Companies / Schemes / Educational Institutions to tailor-make different benefit structures for Employees / Members / Scholars, which will result in different Benefit Categories being reflected on the Policy Schedule. Benefit amendments can only be made at renewal of the policy.</p>
<p>How Can An Educational Institution Cancel The Policy?</p> <p>Cancellation of the Policy must be in writing to the Insurer, and will take effect immediately, unless otherwise specified. <u>Please note</u> that should the Employee / Member / Scholar leave the school during the year, you are entitled to a refund of any premiums paid before or after receipt of the cancellation notice (subject to the deduction of the cost of any risk cover actually enjoyed prior to cancellation).</p> <p>Should the Policy be cancelled by the Insurer, this will be done with a minimum of 30 days’ notice in writing to the Company / Scheme / Educational Institution:</p> <p>IMPORTANT: The Company / Scheme / Educational Institution MUST ensure the following is done:</p> <ul style="list-style-type: none"> • ALL Employees / Parents / Legal Guardians / Scholars MUST be advised of their Cooling Off Rights and be given 14 days to opt out of the Insurance Arrangement should they wish to do so • Upon cancellation of the entire Policy, under any circumstances whatsoever, ALL Employees / Parents / Legal Guardians / Scholars MUST be informed of the cancellation as well as to be provided with details of the Replacement Product (should this be applicable)
<p>Is Bungee Jumping, Scuba Diving And/Or Sky Diving Covered?</p> <p>Yes, the Policy does NOT exclude Hazardous Activities as described above, as long as it is an activity arranged by the Educational Institution the Employees / Members / Scholars are not participating on a Professional basis.</p> <p>Professional Sports People do however have access to alternative Insurances that can be structured to suit their specific Sporting requirements.</p>
<p>If I Have Other, Similar Insurance Policies, Will The Benefits Still Pay Out Under This Policy?</p> <p>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.</p> <p>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 / Member / Scholar may have, and in addition to any Statutory cover provided by Workman’s Compensation (COID) and/or the Road Accident Fund (RAF).</p> <p>However, in the event of an Injury on Duty, and TTD / Income Replacement or Emergency Expense Shortfall benefits being payable by COID, Insurers will reduce the cover applicable under this Policy by the amount paid or payable by COID.</p> <p>This is done by Insurers to ensure that the Employee / Member / Scholar and/or Company / Scheme / Educational Institution are not over-compensated for the period that the Employee / Member is unable to work / is booked off work by a Medical Practitioner.</p> <p>In respect of the Emergency Expense Shortfall 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 <i>not</i> met by a registered Medical Scheme, should your Company / Scheme / Educational Institution or Employee / Member / Scholar (in his personal capacity) be a member of such a scheme.</p> <p>It is important to note though this excludes any amounts paid from the Employee / Member / Scholar’s Medical Savings Account portion of the Medical Scheme option, which are recoverable under this Policy.</p>
<p>Is There A Difference Between The Accidental Death Benefit And The Bereavement Benefit (Which Also Provides Cover In The Event Of Death)?</p> <p>The <i>Accidental Death benefit</i> 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.</p> <p>The <i>Bereavement</i> 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 / Member / Scholar’s family with assistance in terms of funeral arrangements and associated costs.</p>

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 / Member / Scholar 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 / Member / Scholar 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 / Member / Scholar 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 / Scheme / Educational Institution, who in turn pass the Benefit onto their Employee / Member / Scholar). 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 Can Be Claimed From The Emergency Expense Shortfall Benefit?

Only expenses incurred as a result of an Accident can be claimed from this Benefit – again, it is very important to remember that this benefit will only pay costs that are not covered by a registered Medical Scheme. Any costs paid via the Medical Savings Account component will however be claimable under this Policy. In these cases, we suggest including a copy of your Medical Scheme Claims Statements as part of your supporting documentation, at the time of claiming.

It is important to note that this section will attract an Excess (the value by which your claim settlement value will be reduced by) – as this is specific to each Insured's Policy, please refer to your Schedule to confirm the value applicable to your specific Policy.

All costs that are paid or payable via COID or RAF will also not be claimable from this Policy – please see the document relating to Accident Expert which discusses the services available to all Insured's and Insured Person's, with regards to the assistance services available in terms of these claims, as well as possible recoveries that can be made on behalf of the Insured.

NOTE – as this is an Accident Policy, with the option to extend cover for Employees to include specific Serious Illnesses only, general medical costs relating to colds and flu, as examples, will not be covered.

How Does The Non-Medical Expense Cover As A Result Of Hospitalisation Benefit Work?

As this is an Insurance Policy, an accident which results in you being admitted to a Hospital, can be claimed under the Policy. Benefits will only become payable AFTER 48 consecutive hours of being admitted to Hospital as an in-patient – note that Casualty or Emergency Room treatments will not be payable under this Benefit. This Benefit will be applicable to a maximum of 10 consecutive days Hospitalised, and will be calculated from day 1 in hospital (subject to the patient being admitted for a minimum of 48 consecutive hours). This is known as a Franchise.

All that will be required in order to finalise your claim is the fully completed claim form and a copy of your original Hospital Account (the first page will be sufficient as it provides details of the admission date and discharge date, the patient who was admitted as well as the reason for admission).

REMEMBER: This is a 24 hour accidental injury policy, so illness related admissions will not be covered.

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 –

Schedule of automatic extensions	Benefit
Abduction/Hi-jacking/Kidnapping	Maximum R 1,000,000
Accident Expert	Assistance Service (COID, RAF claims) and R 7,500 guaranteed hospital admission for COID incidents
Active Military Service	R1,000,000 per person
Additional Death Benefit	R 15 000
Alcohol Related Motor Vehicle Accidents	A maximum of 20% of the Sum Insured, subject to a maximum of R 500,000 per individual Insured
Childcare	R 300 per day - annual limit R 10,000
Claims Preparation Costs	R 50,000
Crime	10% up to a maximum of R100,000
Disappearance	Death Benefit
Emergency Transportation/Search & Rescue Costs	R 250,000
Family/Domestic Workers Medical Expenses	R 50,000
Flying Risks	Policy limit subject to a maximum of R 500,000
HIV Assist Including ARV's	Actual Cost
HIV Lump Sum Benefit	R1,000,000
Non-Medical Expense Cover as a result of Hospitalisation	R 2,000 per day up to a maximum of 10 days; subject to a 2 consecutive day excess
Life Support	3 consecutive days
Life Support Equipment	R 100,000
Mobility	R 250,000
Passive War (Excl. war between major powers)	Full Benefits
Quadriplegia	25% of PTD benefit, maximum R1,000,000
Rehabilitation	R 150,000
Relocation	R 150,000
Repatriation	R 250,000
Seat Belt	10% up to a maximum of R100,000
Temporary Drivers	R 2,000 per week - annual limit R 10,000
Trauma Counselling	R 1,000 per visit - annual limit R 25,000

ACCIDENT EXPERT

This extension provides assistance with claims against COID and RAF, from lodging the claim to finalisation thereof. We are certain that this extension will be of interest to the Insured and will enhance their cover immensely. (Attached is a product summary of the full services offered under this extension)

HIV ASSISTANCE

In the event of Accidental Bodily Injury which may result in exposure to the HIV virus, for example rape, assistance is provided in the form of ARV therapy, emergency transport to an appropriate medical facility, counselling, and blood tests. (Attached is a summary of services provided under this extension)

SECTION C : CLAIM PROCEDURE GUIDELINE

The Learner Personal Accident Policy provides a Benefit to Scholars or Staff (known as Insured Persons) of an Educational Institution (known as the Insured), who suffer Accidental Bodily Injury. Accidental Bodily Injury could be the result of any of the following, which are examples of Accidents as defined in our Policy:

- Motor Vehicle Accidents (MVA's), irrespective of whether you are the Driver, Passenger or Pedestrian;
- Injuries whilst participating in a school related activity;
- Animal attacks which can include Snake, Dog and/or Spider Bites;
- Sporting Injuries as a result of participating in a school recognised sport / extra mural activity (remember, participating as a Professional will not be covered);
- Injuries sustained as a result of an Assault and/or Hi-Jacking, or any other criminal activity.

IMPORTANT – As this is a Company / Scheme / Educational Institution owned Policy, all valid Benefits will be paid to the Company / Scheme / Educational Institution following finalization of the Claim Assessment, who in turn undertake to pass the Benefit onto the relevant Employee / Member / Scholar (or in the event of Death, to the Estate or nominated Family member).

How To Submit A Claim?

Complete a Claim Form and together with the required supporting documentation, please submit directly to SHA (and cc your Broker), as follows:

Smangaliso Mbatha

Telephone : (011) 731 3638

E-Mail : smanga@sha.co.za

Postal : PO Box 55347
Northlands, 2116

Clare Gelderblom

Telephone : 087 997 0200

Email : schools@bayunion.co.za

All Claims must be notified as soon as possible, but within 90 days from the date of the injury. Failure to do so may result in the Claim being declined for Late Notification.

Notify your medical aid of the incident immediately, to ensure that in the event the policy limit is reached, you may still claim against your medical aid, without being penalized for late notification.

Where supporting documents are not immediately available, please ensure that your fully completed Claim Form is submitted in order for the Claim to be registered within the notification period. Following this, supporting documents can be forwarded, noting the claims reference where possible, as they are received.

Suicide claims

You will note that Suicide is excluded on the Policy. However, even if you have reason to believe that the Employee / Member / Scholar committed suicide, you must still follow the procedure for notification of a Death Claim.

Following a suspected Suicide attempt, the Police do a full Investigation to determine the events that lead to the Death and there are times where suspected Suicides are found to be constructed murder cases. These types of investigations can however take a long time and we would recommend that you advise the Insurer of the "possible" Claim within the 180 day Notification Period, in order to prevent the Claim being declined for late notification, in the event of the Death being found to be constructed murder, as an example, within 2 years from the date of Incident.

Claims documents needed

Once the Claim Form has been submitted to SHA (the Insurers), they will advise exactly what documentation is required in order to fully assess the Claim. The documentation required for each Claim varies on the circumstances of the Claim. A useful guide to the Claim requirements is noted below. Where full documentation is received it allows the Administrator to finalize your Claim quicker:

<p>EMERGENCY EXPENSES SHORTFALL CLAIMS & NON-MEDICAL EMERGENCY COVER AS A RESULT OF HOSPITALISATION CLAIMS</p> <p><i>Whilst we have provided specific details of the varying supporting documents required, SHA (the Insurer) may request additional information, prior to finalizing the assessment of a Claim</i></p> <p>NOTE – it is important to read this section in conjunction with your Policy schedule, which clearly states the Franchise applicable to the Non-Medical Emergency Cover as a result of Hospitalisation and Excess applicable to Emergency Expenses Shortfall claims</p>	<p>Sports Injuries</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Fully completed Medical Report, attached to Claim Form ▪ Copy of the actual Hospital Account, Medical Scheme Claims Statement and Medical Practitioner Accounts 	<p>Motor Vehicle Accident</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Fully completed Medical Report, attached to Claim Form ▪ Traffic Collision Report ▪ Blood Alcohol Results (if driving the vehicle) ▪ Newspaper / Witness reports (if any) Copy of the actual Hospital Account, Medical Scheme Claims Statement and Medical Practitioner Accounts
	<p>Pedestrians injured whilst crossing a road</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Fully completed Medical Report, attached to Claim Form ▪ Traffic Collision Report / Police Report of the incident ▪ Newspaper / Witness reports (if any) Copy of the actual Hospital Account, Medical Scheme Claims Statement and Medical Practitioner Accounts 	<p>Injuries resulting from an Assault, Hijacking or Other</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Fully completed Medical Report, attached to Claim Form ▪ Police Report of the incident ▪ Newspaper / Witness reports (if any) ▪ Copy of the actual Hospital Account, Medical Scheme Claims Statement and Medical Practitioner Accounts
<p>DEATH CLAIMS</p> <p><i>Whilst we have provided specific details of the varying supporting documents required, SHA (the Insurer) may request additional information from time to time, prior to finalizing the assessment of a Claim</i></p>	<p>Motor Vehicle Accident</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Death Certificate ▪ Post Mortem Report ▪ Traffic Collision Report ▪ Blood Alcohol Results (if driving the vehicle) ▪ Newspaper / Witness reports (if any) 	<p>Murder, Hijack, Assault or Other</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Death Certificate ▪ Post Mortem Report ▪ Police Report of the incident ▪ Newspaper / Witness reports (if any)
	<p>Pedestrians killed whilst crossing a road</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Death Certificate ▪ Post Mortem Report ▪ Traffic Collision Report ▪ Newspaper / Witness reports (if any) 	
<p>PERMANENT DISABILITY CLAIMS & TTD / INCOME PROTECTION CLAIMS</p> <p><i>Whilst we have provided specific details of the varying supporting documents required, SHA (the Insurer) may request additional information, specifically in respect of on-going Medical Reports and supporting Medical Evidence, prior to finalizing the assessment of a Claim</i></p>	<p>Sports Injuries</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Fully completed Medical Report, attached to Claim Form ▪ Newspaper / Witness reports (if any) ▪ Medical Certificate confirming time off work 	<p>Motor Vehicle Accident</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Fully completed Medical Report, attached to Claim Form ▪ Traffic Collision Report ▪ Blood Alcohol Results (if driving the vehicle) ▪ Newspaper / Witness reports (if any) ▪ Medical Certificate confirming time off work
	<p>Pedestrians injured whilst crossing a road</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Fully completed Medical Report, attached to Claim Form ▪ Traffic Collision Report / Police Report of the incident ▪ Newspaper / Witness reports (if any) ▪ Medical Certificate confirming time off work 	<p>Injuries resulting from an Assault, Hijacking or Other</p> <ul style="list-style-type: none"> ▪ Fully completed Claim Form ▪ Fully completed Medical Report, attached to Claim Form ▪ Police Report of the incident ▪ Newspaper / Witness reports (if any) ▪ Medical Certificate confirming time off work

Accident expert

The Insured will have access to assistance with all Claims management and handling in respect of the following, by contacting **0860 103 431** Monday to Friday between 8:30 to 16:30 or send an email to support@accidentexpert.co.za:

- **Road Accident Fund Act (RAF) Assistance**
- **Legal Assistance needed following a road accident**

HIV / AIDS Accidental Exposure

If an Insured Person is accidentally exposed to HIV/AIDS (as an example, in the event of a rape), the following assistance will be provided and managed on a confidential basis:

- 24-hour emergency assistance helpline, which will arrange for the necessary help the Insured Person may require where Trauma and/or HIV infection may be the result of an Assault
- Instant access to medical professionals
- diagnostic and access to hospital care to manage the consequences

Specific Conditions

- Cover is provided within the borders of South Africa only
- All incidents must be reported within 24 hours of exposure to **0861 HIV CARE (448 2273)**

Guidelines on obtaining the required information

It is important to note that the quicker you start asking for the additional information and all relevant supporting documentation, the smoother the Claims process will be and potentially, depending on the type of Claim, the quicker the Benefit assessment can be finalised.

Most Claims, specifically in the event of Death and the specific documents required for submission, are delayed because nobody knows where to obtain the information. This can be avoided by being proactive, as follows:

As soon as you have been notified by the Colleagues or by the family that an Employee / Member / Scholar has died as a result of Accidental Bodily Injury, or has survived an Accident or Injury despite Bodily Injury being sustained, you should get in contact with the family immediately and advise them that you need certain documentation to process the Insurance Claim.

Police Case Number	<p>All Unnatural Deaths are reported to the Police and they are all investigated by the Police. The family must advise which Police Station the case was reported to, the case number and the name of the Investigating Officer immediately after they report the case to the Police.</p> <p>A Police Case Number, and additional information noted above, will also be required in the event of Assault, Hi-Jacking and any case related to criminal activity.</p>
Death Certificate	<p>The family has to report the death to the police and to the relevant Home Affairs offices. Request that they provide you with a certified copy of the Death Certificate.</p>
Post Mortem Report	<p>If someone dies from Unnatural Causes, a Post Mortem is always done, as they need to determine the cause of the Death. This Report is usually only available 4-6 weeks after the date of the Death and the family should advise the Police that they require a copy of the report as soon as it becomes available.</p>
Traffic Collision Report	<p>All Motor Vehicle Accidents must be reported to the Police within 24 hours of the occurrence of an Accident. This report is usually completed on the day of the Accident and should be available to the Employee or his family within 5 days of the Accident. The family should again advise the Police that they require this report for an insurance Claim and follow up with the Police until they get the report.</p>
Police Report	<p>In the event of a Bodily Injury or Death resulting from an Assault, Murder or H-Jacking situation, the Police will issue a report detailing the information that they have regarding the incident. This report generally takes a bit longer to obtain, as there are usually a number of witnesses that the Police need to talk to before they can be sure of the exact circumstances surrounding the incident.</p>
Newspaper Clippings/Reports	<p>In most cases there will not be any newspaper reports of the incident. However, there are times where there are reports in the local newspapers about the incident. Ask the family if they have seen any reports and if they have a copy of the report.</p>
General	<p>Remember that the Employee and / or family have the easiest access to the information that is required and if they are proactive, the Claim will be assessed far quicker.</p> <p>Where Police Investigations are still underway, and where possible suspects are still in the process of being identified, it is important to remember that Police may temporarily withhold documents prior to their investigation being concluded.</p> <p>Once the Employee or his family have advised you of the Claim, you are requested to give him a copy of the Medical Report attached to the claim form and request that his Doctor completes the form, which will be required as supporting documentation attached to the Claim.</p> <p>It is important to note that Claims can take up to 24 months to finalise, as the Insurer always has to make provision for sufficient healing time and also time for possible deterioration of the Employee's condition. As much as possible though, and dependant on the nature of the Claim, Insurers undertake to finalise Claims within as short a time period as possible, following receipt of all required supporting documentation.</p>

Exceptions / Exclusions / Limitations

There is a list of Exceptions / Exclusions that you must be aware of, as Claims submitted as a result of any of these circumstances will not be covered under this Policy, which are as follows:

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

1. Any amount falling within the franchise or excess payable;
2. **Any treatment for which a pupil is admitted to hospital, must be claimed against the scholar's medical aid and GAP cover, (shortfalls NOT covered under these benefits, as well as amounts deducted from the savings portion of the medical aid, can be recovered via the Policy);**

Where a scholar is not covered under a medical aid, an affidavit is required from the parent within 48 hours of hospital admission

3. whilst participating in a sport or other activity which is not affiliated to, or not offered by the school in which they are enrolled;
4. whilst the Insured Person
5. has been booked off sport by a registered medical practitioner,
6. is still receiving treatment for a previous sport injury, or
7. is still recuperating from a previous sports related injury;
8. resulting from an incident which occurs upon the final departure of the Insured Person from the school;
9. Whilst the Insured Person is travelling by air other than as a passenger in a Commercial Aircraft and not as a member of the crew nor for the purpose of any trade or technical operation therein or thereon. This exclusion 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;
10. caused by the Insured Person's suicide or intentional self-injury;
11. caused solely by an existing Medical condition, physical defect or other infirmity of the Insured Person;
12. 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);
13. 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;
14. caused by the Insured Person's participation in any riot or civil commotion;
15. 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;
16. while participating in sport as a professional player for which they are being remunerated. This exclusion does not apply to the Insured Persons representing their province in an activity which is offered by the Educational Institution noted on the Policy;
17. directly or indirectly caused by or contributed to, by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission;
18. directly or indirectly arising out of venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired or may be named, Human Immunodeficiency Virus (HIV and/or any HIV related illness) including derivatives or variations thereof, howsoever caused;
19. for any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations, other than those caused by Accident as defined in this Policy;
20. 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;
21. whilst participating in any civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
22. directly or indirectly caused by or contributed to, by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;
23. Nuclear/Chemical/Biological Exclusion: directly or indirectly caused by, or contributed to by, or arising from the use or release of any nuclear weapon or device or chemical or biological agent;
24. War and Terrorism Exclusion: Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, other than in respect of Extension 15 Passive War, it is agreed that, regardless of any contributory cause(s) this insurance does not cover any claim(s) in anyway caused or contributed by an act of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, an act of terrorism, military or usurped power involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear. If the Insurers allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured;

and 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 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.

C5 HIV PREVENTION PLAN

Getting access to antiretroviral therapy within 5 hours of exposure can reduce your chances of contracting HIV by up to 99.7%.

Today's world is becoming more and more unpredictable, with violence, rape and motor vehicle accidents consistently on the rise – significantly increasing our chances of being exposed to HIV through accident or trauma. These are the hard, if obvious, facts-of-life facing us today as we come to terms with the implications and impact of the HIV/AIDS pandemic. We need to protect ourselves, our organisations, our employees and dependents against the long-term impacts of HIV/AIDS infections. Health Finance Corporation has teamed up with ER24 to bring you the C5 HIV Prevention Plan – providing immediate assistance and preventative treatment to any individual exposed to HIV through rape, assault, needle stick injuries, motor vehicle accidents and other exposures.

Rape statistics in South Africa are horrific, with one estimate suggesting that a woman is raped in South Africa every 23 seconds. Men are also victims of sexual assault, with thousands of these cases going unreported every year. We know it happens and confidential medical and emotional assistance is available for male survivors. Rape/sexual assault is a violent and traumatic experience that can happen to anyone in many situations. Prompt antiretroviral treatment may prevent you, or someone you love, from contracting HIV. Should you be exposed to HIV through accident or trauma, you will be able to call the Contact Centre, where medically trained staff will provide telephonic counselling whilst an ER24 vehicle is dispatched to the scene. You will then be transported to the nearest appropriate facility in order to begin taking your post exposure prophylaxis within the critical 5 hours.

Benefits of the Programme

- 24 hour-a-day, 365 days-a-year access to the Contact Centre, providing telephonic counselling and advice on HIV/AIDS
- Emergency transport to an appropriate medical facility following exposure to HIV
- 28-day post exposure to prophylaxis (antiretroviral therapy)
- The morning-after pill for the women who have been exposed through rape
- Sexually transmitted disease (STD) preventative medication if required
- Access to a medical practitioner who will take blood for HIV testing immediately following exposure, as well as follow-up testing 90 days later
- Access to an HIV management programme (excluding the cost of treatment) if you have complied with the post exposure treatment and still become HIV positive after the incident.

Reporting Exposure

If you choose to report the incident to the police, and remember that is entirely at your discretion and does not affect the benefits of your membership, please be aware of the following requirements:

- A forensic examination is necessary if you want to press charges in the event of rape
- This must take place immediately after the incident
- Do not wash, change or put on any fresh clothes
- Any evidence must be placed in a paper bag, never in a plastic bag
- Ask your medical practitioner to complete a J88 police form
- Ensure that the medical practitioner notes any bruises, bite marks or other wounds, and that they swab any place where saliva or semen was left in the event of exposure
- After you have made your statement to the police, check what they have written. If they have left anything out, or if it is incorrect, demand that they correct it.

In The Event Of Exposure

- The Contact Centre must be notified within 24 hours of exposure
- Failure to do so will mean that you do not qualify for the benefits of the C5 HIV Prevention Plan

A Referred Medical Practitioner Will Then:

- Prescribe the 3-day starter pack, STD preventative medication and the morning-after pill where necessary
- Conduct a physical examination and provide written confirmation that there is evidence of exposure having occurred
- Ask for written consent for the release of your HIV test results to the Contact Centre.
- Take blood samples for HIV testing
- You must have an HIV test immediately after the incident. If you are HIV negative, you then have further tests after 90 days

How To Survive Rape

Knowing how to react may not prevent you from being raped, but it may shield you from further trauma.

Try to remain calm. Try and memorise what the rapist looks like so that you will be able to make identification later. If there is a gang, try to remember at least one attacker. Do not make it obvious that you are doing this.

Fighting back may simply give the rapist sexual pleasure and increase your risk of being injured or killed. Remain calm unless you believe you can fight them off or deter them. You have a better chance of this in a public place than in an isolated setting.

CALL THE CONTACT CENTRE ON 0861 HIV CARE (448 2273)

ACCIDENT EXPERT

The process in claiming from the Road Accident Fund (RAF) and the Compensation of Occupational Injuries & Diseases Fund (COID) is extremely costly, time consuming and complicated.

ACCIDENT EXPERT is a service offering that manages claims with the RAF and COID for the Policyholder (Employer) or their employees, from start to finish.

ACCIDENT EXPERT takes over the complex claims procedure and will manage the entire process. ACCIDENT EXPERT will interact on behalf of the Policyholder (Employer) or specific employee, with the doctors who treated the employee, the hospital where the employee was treated or admitted, the RAF and COID offices

ACCIDENT EXPERT strives to assist its employers and employees with all the necessary administrative support, from a claims management and claim preparation perspective, for submission to the RAF and COID.

Services Included:

ROADCOVER – RAF ASSISTANCE

The RAF is a public entity set up by the South Africa government aimed at making compensation payments to people injured, or dependants killed, in road accidents within South Africa as a result of third-party negligence.

RoadCover removes the very difficult and complicated process that an individual would go through when processing a claim with the Road Accident Fund, after being injured in a car accident by another negligent driver.

- There is no cash layout at any time, the membership protects the victim from the costs of lodging a claim against the RAF
- At the end of the claim period, individuals receive the **FULL** benefit of the Road Accident Fund payment, with no hidden deductions.
- RoadCover undertakes to do all administrative management of the claim, from start to finish, effectively halving the time period to process the settlement.

For the duration of the claim, the Policyholder's employees/scholars will receive:

- Legal representation
- Administration and claims management
- Required medico-legal reports
- Required loss of support reports
- Required actuarial reports for loss of earnings
- Accident Reconstruction
- No fees will be deducted by ACCIDENT EXPERT from the claimant's settlement.

LEGAL ASSISTANCE

- The Legal Assistance Helpline is an assistance line for legal advice and guidance – specifically relating to the use or possession of a motor vehicle
- The Legal assistance Helpline is manned by qualified and registered attorneys, who are available to assist
- ACCIDENT EXPERT is equipped to provide assistance in respect of uninsured losses/damages which were caused by the negligence of a third party, which will include obtaining compensation in respect of your excess, claims less than excess, car hire charges, damages to clothing and personal effects such as glasses, jewellery and even accommodation expenses, should an accident occur far from home
- If the motor vehicle is insured under third party cover only, ACCIDENT EXPERT will assist in recovering not only the damages as mentioned above, but also recovering the costs of repairing the vehicle and any storage charges etc.

CLAIM PROCEDURE

For all claims on queries related to RAF Assistance call 0860 103 431

1. Employer or their employees must phone Accident Expert on 0860 103 431 Monday to Friday between 8.30 to 16.30 or send an email to support@accidentexpert.co.za and provide the particulars of the case.
2. Injuries sustained on duty must be reported within 48 hours to COID to limit any penalties. The membership will be verified, and the caller will be given a case number and referred to an assessing Legal Practitioner for an assessment.
3. ACCIDENT EXPERT will advise the caller on the merits of the claim and provide a legal opinion as to the worth of proceeding with their claim to either the COID and/or the RAF.
4. ACCIDENT EXPERT will arrange all the necessary consultations and opinions required once the claim is deemed valid.
5. ACCIDENT EXPERT will assist with all the necessary administrative support and document preparation for submission. This includes:
 - Additional legal consultations and reports
 - Medico-Legal reports and
 - Actuarial opinions for loss of earnings.
6. An assessment of the medical expenses incurred as a result of the injury is undertaken to ensure a balanced and fair medical claim. The claim is then finalized and presented on the Policyholder or their employee's behalf to COID and/or the RAF for settlement.
7. ACCIDENT EXPERT will attend to all reasonable queries for additional information that the COID and/or the RAF might require in pursuit of the settlement of the claim.

LIMITATIONS

1. In the case where the Employer fails to report the incident to ACCIDENT EXPERT within 5 working days, resulting in the prescription of the claim at COID, ACCIDENT EXPERT will not be held liable for negligence on the part of the Employer.
2. The ACCIDENT EXPERT member has to be on duty at the time of the accident.
3. The ACCIDENT EXPERT member has to be an employee of the employer that pays for the group policy at the time of accident.
4. ACCIDENT EXPERT will limit its services where the assessor does not substantiate the merits of the case. If this is in conflict with the view of the member or there is a material conflict between the member's assessment and the assessors, the case will be referred to the ACCIDENT EXPERT advisory panel for review.
5. Any costs incurred from a member, being approached by an outside party without the written consent of ACCIDENT EXPERT, will not be for ACCIDENT EXPERT'S account.
6. The member is at all times free to get outside second opinions but the cost of these will not be borne by ACCIDENT EXPERT unless approved in writing.
7. The member is not obliged to use the services of ACCIDENT EXPERT in the event of which ACCIDENT EXPERT will not be liable for any costs incurred by these parties.
8. The ACCIDENT EXPERT service is only available for accidents that occur in the RSA.
9. The member must be fully paid-up and eligible for its services at the time of the accident.
10. At the time of the accident the member must comply with all the legal and regulatory matters required by the Acts governing the Compensation Commission.
11. ACCIDENT EXPERT does not guarantee performance from the Compensation Commission or the Road Accident Fund but will do everything in its power to settle the matter.

Broker Contact Details

Bay Union Insurance Brokers

Contact Person : Clare Gelderblom

Email : cgelderblom@bayunion.co.za schools@bayunion.co.za

Tel : 087 997 0200



risk
specialists

underwritten by Santam

POLICYHOLDER PROTECTION INFORMATION

SANTAM LIMITED (Santam)

(Your Insurer)

FSP Number 3416
Physical Address 1 Sportica Crescent
Tyger Valley
Bellville
7530
Postal Address PO Box 3881
Tyger Valley
7536
Telephone (021) 915 7000
Fax (021) 914 0700
Email contactus@santam.co.za
Website www.santam.co.za

Compliance Department
PO Box 3881, Tyger Valley, 7536
(021) 015 7149

Santam is authorised to provide financial advisory and intermediary services in respect of commercial and personal lines short-term insurance business and has professional indemnity insurance in place.

Santam has a management policy which regulates conflict of interest when rendering financial services. For details visit www.santam.co.za

Fraud Service

Santam Fraudline:

If you become aware of any irregularity on any policy you can contact Santam's Fraudline on 0860 600 767, where your call will be received in confidence.

Santam Complaints Service:

If you have any complaint or compliment, you can contact our Client Care office:

Telephone: 0860 102 725
Fax: (021) 915 7434
Email: complaints@santam.co.za

The Internal Arbitrator (IA) is appointed to provide impartial adjudication of any complaints escalated to his/her office. Please email the Internal Arbitrator at: internal.arbitrator@santam.co.za

STALKER HUTCHISON ADMIRAL PTY LTD (SHA) (The Underwriting Manager on behalf of the Insurer)

FSP number 2176
Physical Address The Wanderers Office Park
52 Corlett Drive
Illovo
2196
Postal Address P O Box 55347
Northlands
2116
Telephone (011) 731 3600
Website www.sha.co.za

Compliance Officer:
Compliserve Compliance – Elzabe Botha
Elzabe@compliserve.co.za
Telephone 082 577 7805

How to Submit a Claim

Claims against your Insurance Policy must be reported to your Insurer in accordance with the claims Notification Condition contained in your Policy and should be notified via your Broker. However, please note that notice to your Broker will not constitute notice to your Insurer and if notice of the claim is not received timeously by your Insurer your claim could be repudiated due to breach of your Policy Conditions.

How to Submit a Complaint to SHA

Should you wish to lodge a Complaint regarding the intermediary service rendered to you by the Underwriter, you may address your complaint:

- in writing to Complaints@sha.co.za ;
- in writing to us at the postal address indicated in 1 (a) above; or
- telephonically to 011 731 3600

Your Complaint should provide full details of your grievance and a copy of all relevant documentation should accompany your complaint.

If your Complaint is not satisfactorily resolved within 6 weeks from the date that you have lodged it, you may proceed to lodge a complaint with the appropriate Ombudsman (details as per below)

Stalker Hutchison Admiral (Pty) Ltd

T +27 11 731 3600 F +27 86 432 4507 W www.sha.co.za

The Pavillion | Wanderers Office Park | 52 Corlett Drive | Illovo | 2196 | P O Box 55347 | Northlands | 2116

Directors: Q M Matthew (Chairman) | GC Beaver (CEO) | D M Geraghty | L J du Plessis | H J Horne | L Lambrechts | J Melville | H D Nel | V Rankoe

Stalker Hutchison Admiral (Pty) Ltd is an authorised financial services provider (FSP 2167). Co. Reg. No.: 1985/00368/07. VAT No.: 4310103082
Stalker Hutchison Admiral (Pty) Ltd is a wholly owned subsidiary of and provides insurance underwriting services exclusively for and on behalf of Santam Limited
Santam is a level 1 BBBEE company.

Additional Disclosures regarding the Underwriting Manager (SHA)

- SHA is a licensed Category 1 Financial Services Provider authorised for Short Term Insurance Commercial and Personal Lines products. SHA is also a wholly owned subsidiary of Santam Ltd / your Insurer and provides underwriting services and binder functions for and on behalf of Santam Ltd / you Insurer ONLY.
- SHA is authorised to perform underwriting and claims management services in respect of the following classes of short-term insurances on behalf of your Insurer:
 - Liability
 - Motor
 - Accident and Health
 - Miscellaneous
- Your Insurer accepts responsibility for the underwriting and claims services provided by SHA on behalf of your Insurer.
- SHA does not, directly or indirectly, hold any Shares in your Insurer.
- SHA receives more than 30% of its total remuneration from Santam Ltd / your Insurer.
- SHA has a Conflict of Interest Management Policy in terms of which a register of gifts is maintained and monitored in order to avoid conflicts of interest from arising.
- SHA has Professional Indemnity Insurance in place

POPI Purpose Specification and Sharing of Information

When applying for an Insurance Policy you will need to disclose certain information to us that could be deemed personal information in terms of the Protection of Personal Information Act 2013 (POPI) and we will accordingly take all reasonable steps to ensure that your information is processed/used/stored in accordance with POPI and only for the following purposes:

- To verify the information disclosed herein against any other source;
- To communicate with you directly should you request us to and in accordance with relevant regulatory requirements;
- To compile non-personal statistical information to assist in assessing similar risks;
- To assess the risk to be underwritten and, if a Policy of Insurance is issued pursuant to and based upon such information, that said information may be used at a later stage to assess any future claims that I/We may have against any such Insurances issued by SHA on behalf of Santam Ltd;
- To transmit your personal information to any affiliate, subsidiary, service provider or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests
- including statistical analysis, reinsurance and credit control;

Sharing of your Personal Information

In order to combat insurance fraud and to properly evaluate risks, the South African Insurance Association (SAIA) has created a shared database for storing information of policyholders on which we will store your information in order to verify it against available sources and databases on the system. Although as a South African citizen your right to privacy is protected by the Constitution, this right can be restricted in circumstances where we have a legal interest in such information, such as the need to prevent fraud and ensure appropriate underwriting of risks. The sharing of your information on the SAIA database is therefore in the public interest and will contribute to the reduction in the incidence of fraud thereby ensuring that premiums do not rise unnecessarily.

Your Duty of Disclosure and Good Faith

It is your responsibility to ensure that all questions on the proposal form are completed fully and truthfully AND to disclose ALL material information which could affect the Insurer's decision to accept the risk or impose conditions for acceptance or what premium to charge. If you fail to disclose information which is material or misrepresent information provided to the Insurer, the Insurer could declare your Policy void as of inception. Should any material aspect of the risk change after completing the proposal form, you should inform your broker without delay.

You are also responsible for ensuring the accuracy and completeness of any information / documentation completed and/or submitted by your Broker on your behalf.

Extent of your monetary obligations

The details regarding the premiums payable by you are included in the Quote or Policy Schedule (as the case may be) to which this Disclosure Notice is attached. Non-payment of your premium may lead to the suspension of your cover or the cancellation of your policy.

Your broker should provide you with a detailed statement indicating the total monetary obligation in respect of your insurance policy (once incepted), including details of any commission payable to your broker by the Insurer and/or any other fees that may be payable by you to your Broker.

Consequence of non-payment The due date for the payment is reflected on your policy schedule, certificate of cover, renewal notice or premium advice as the case may be. Should you fail to make payment on or before the due date / payment date, you have a period of grace for the payment of premiums. You will be notified of the non-payment and given a grace period of at least 15 days to pay the outstanding premium which (in respect of a monthly payable policy, will be effected by way of a double debit at your next debit order date). Your policy will remain in force for a period of 15 days after that due date / payment date.

- the insurer must inform you at least 31 days before the cancellation thereof, in writing, of its intention to cancel such debit order.

Waiver of Rights

No one may request or induce you in any manner a client to waive any right or benefit conferred on the client by or in terms of any provisions of the General Code of Conduct, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICY HOLDERS IMPORTANT – PLEASE READ CAREFULLY

Disclosures and other Legal Requirements

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following:

- All contact details of your Insurer, your Broker and the Underwriting Manager should be disclosed
- You are entitled to a copy of the policy free of charge.
- In instances where you have concluded a new policy or you have requested a change to an existing policy, the policy has a duration of 31 days or more, and no benefit has yet been claimed or paid, and an event insured against has not yet occurred, you have the right to cancel this policy, via written notification, within 14 days after the receipt of this policy or from a reasonable date on which it can be deemed that you received this policy. The Insurer will refund all premiums or moneys paid by the premium-payer, minus any cost of any risk cover enjoyed by yourself. The Insurer will comply with your request for cancellation within 31 days after the Insurer receives your cancellation notice.
- Any excesses/deductibles for which you will be responsible in the event of a claim are indicated in your Quote and your Policy Schedule along with an explanation of when the excess may be payable and what the consequences of non-payment may be (if any).
- You must be informed of any material changes to the information relating to the Insurer and the Underwriting Manager.
- If any of the information contained in this Disclosure Document was given orally, it must be confirmed in writing within 31 days.
- If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Financial Sector Conduct Authority.
- Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
- If premium is paid by debit order:
 - it may only be in favour of one person and may not be transferred without your approval; and

- The insurer and not the intermediary must give reasons for repudiating your claim.
- Your insurer may not cancel/terminate your insurance merely by informing your intermediary. There is an obligation to make sure that the notice has been sent to you.

Warning

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents handed to you.
- Keep notes of what is said to you.
- Don't be pressurised to buy the product.
- Ask for a letter of representation from your advisor.

Institutions for Referral of Complaints not resolved to your satisfaction

Short-term Insurance Ombudsman

Postal Address	P.O. Box 32334 Braamfontein 2017
Physical Address	1 Sturdee Avenue, First Floor Block B, Rosebank 2196
Telephone	(011) 726 8900
Fax	(011) 726 5501

FAIS Ombudsman

Postal Address	P.O. Box 74571 Lynnwood Ridge 0040
Physical Address	Sussex Office Park Block B, Ground Floor 473 Lynnwood Road Lynnwood Ridge 0081
Telephone	(012) 470 9080
Fax	(012) 348 3447
Email address:	info@faisombud.co.za
Web site	www.faisombud.co.za

Financial Sector Conduct Authority

Postal Address	P.O. Box 35655 Menlo Park, 0102
Telephone	(012) 428 8000
Fax:	(012) 346 6941

Sasria SOC Ltd

Postal address	PO Box 653367 Benmore 2010
Physical address	36 Fricker Road Illovo 2196



BAY UNION

FINANCIAL SERVICES

DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS IMPORTANT

PLEASE READ CAREFULLY

As a short term insurance policyholder, or prospective policyholder, you have the right to the following the following information:

1. ABOUT THE INTERMEDIARY (INSURANCE BROKER)

- (a) Name, physical address, postal address and telephone number
- (b) Legal status and any interest in the insurer
- (c) Whether or not in possession of professional indemnity insurance
- (d) Details of how to institute a claim
- (e) Particulars of the Broker's Compliance Officer
- (f) Rand amount of fees and commissions payable
- (g) Written mandate to act on behalf of insurer

THIS INFORMATION AS FOLLOWS:

- (a) Name, physical address, postal address and telephone number

Name Bay Union Insurance Brokers (Pty) Ltd
 Authorised Financial Services Provider,
FSP No : 12235 **VAT Registration No**: 489011844

Physical Address 30 Station Drive, Durban, 4001

Postal Address PO Box 795, Durban 4000

Email Address info@bayunion.co.za

Telephone 087 997 0200 **Fax** 086 433 1551

- (b) Legal status and any interest in the insurer

Private Company with limited liability with no direct financial interest in the insurer. Licensed by FSCA for short term personal and commercial lines

- (c) Whether or not in possession of professional indemnity insurance

This intermediary (brokerage) is in possession of professional indemnity insurance.

- (d) Details of how to institute a claim

Should you have a claim against your policy, please do the following:

- (i) Notify our claims department at the above address or by telephone on the above number.
- (ii) A claim form will be handed to you, or faxed to you, or posted to you according to your instruction.
- (iii) Should you have any difficulty, kindly contact our claims department and someone will assist you.

- (e) Particulars of the Brokers Compliance Officer:

Associated Compliance (Pty) Ltd
 PO Box 9655, Devon Valley, 1715

Telephone 011 678 2533

Fax 011 475 0096

Email rob@associatedcompliance.co.za

- (f) Rand amount of fees and commission payable (excluding VAT)

Fees As per proposal

Commissions 12.5% on motor, 20% all other risks

Binder / Outsourcing A fee may be paid to us by the insurer in respect of functions performed on behalf of the insurer

- (g) Written mandate to act on behalf of insurer

This certifies that insurers have granted mandates to the intermediary to represent the insurer and may accept business and issue policies on behalf of the insurer.

2. ABOUT THE INSURER

Should you require any additional information regarding any particular insurer, please contact us.
 Once cover has been issued, we will forward you their contact details

SASRIA COVER (riot including political riot cover):

In the event that this policy extends to include SASRIA cover, the details of the insurer providing this cover:

SASRIA SOC Ltd **Reg Number:** 1979/000287/06

The Executive Manager : Business Operations Department:

Mrs Nomsa Mazibuko	
Postal address	Physical Address
PO Box 653367	26 Fricker Road
Benmore	Ilovo, Sandton
2010	2196
Telephone	011 214 0800 Fax 011 447 8630
Compliance Email	nomsam@sasria.co.za
Complaints Email	complaints@sasria.co.za
Compliance Tel	011 811 1311 Website www.sasria.co.za

3. OTHER MATTERS OF IMPORTANCE

- (a) You must be informed of any material changes to the content provided in paragraphs 1 and 2
- (b) If the information above was given to you verbally, it must be confirmed to you in writing within 30 days.
- (c) If any complaint to the broker or to the insurer is not resolved to your satisfaction, you may submit a complaint to the FAIS Ombudsman.
- (d) Polygraph or similar tests are not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.
- (e) If premium is paid by debit order:
 - (i) It may only be in favour of one person and may not be transferred without your approval and
 - (ii) The insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.
- (f) The insurer and not the intermediary must give reasons in writing for repudiating your claim.
- (g) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
- (h) You are entitled to a copy of the policy free of charge.

4. WARNING

Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents handed to you. Make note as to what is said to you. Ask for a letter of representation from your adviser. Don't be pressurized to buy the product. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

Particulars of the Ombudsman who is available to advise you in the event of claim problems that are not satisfactorily resolved by the insurance intermediary and/or insurer:

FAIS Ombudsman	Ombudsman for Short-Term Insurance
PO Box 74571, Lynnwood Ridge	PO Box 74571, Lynnwood Ridge, 2017
Telephone 012 470 9080	Telephone 011 726900/9097
Fax 012 348 3447	Fax 011 726 5501
Email info@faisombud.co.za	Email info@osti.co.za
Website www.faisombud.co.za	Website www.insuranceombudsman.co.za

Particulars of Registrar of Short-Term Insurance :

Financial Sector Conduct Authority
 PO Box 3655, MENLO PARK, 0102

Website www.fsca.co.za **Telephone** 012 428 8000

Toll Free 0800 110443 / 0800202087 **Fax** 012 347 0221