



# **Personal Accident**

Terms and Conditions

# Personal Accident

## Terms & Conditions

Thank you for choosing Budget to take care of you following an accident. This policy document contains the details of your Personal Accident policy, so please carefully read it. It is important to take note of each section, its cover, limitations, and waiting periods, to ensure you fully understand the cover provided under each section.

### What makes up your insurance policy?

These terms and conditions, and the policy schedule – together with any correspondence (emails and letters) sent to you, as well as any verbal agreements made (such as recorded telephone calls) - will form part of your insurance policy. Make sure that you are familiar with the contents of all the documents and that all the details noted in your policy schedule are correct.

### Benefits of the Personal Accident policy

- A discount on the additional premium if you add your partner/spouse.
- Non-medical expense cover as a result of hospitalisation starts on the first day of hospital admission, for a maximum of 104 consecutive weeks.
- Tax-free payout in the event of accidental permanent disablement or death.
- Expo-Sure cover, which gives you access to HIV testing and treatment after accidental exposure.
- Road Accident Fund (RAF) claim assistance.
- 24-hour medical emergency evacuation.
- Trauma counselling,
- Children up to the age of 25, who are financially dependent on you, will also be covered. The limit of indemnity under this section is noted in your schedule.

### Explaining insurance terms used in your policy

#### Administrators

RAF claim assistance is administered by LIPCO Group (Pty) Ltd, an authorised Financial Services Provider FSP (7508).

#### Authenticated collections

This is a mandated type of debit order that allows a user to confirm the details of a contract with their bank before the debit order is processed.

#### Inception date

The date on which your policy first becomes active. This will always fall on the first day of a calendar month and starts from the first successful collection of the debit order.

#### Accident

An accident is an unexpected and unintentional event, caused by violent, external and visible means, commonly leading to injury resulting in hospitalisation, disablement or death within 12 months of the event.

#### Total permanent disablement

This is a disablement that entirely prevents the insured from gaining employment of any kind, and that is likely to last for the remainder of the insured's life. This condition must be substantiated by medical evidence.

#### Traumatic event

An event that is marked by a sense of horror, serious injury, or the threat of death or serious injury.

#### Schedule

This is the document that lists the details of your cover, limits of indemnity and applicable waiting periods, and the policyholder's details.

## **We, us, ours**

This is your insurer (the company providing you with cover), or any administrator or service provider appointed by the insurer and/or their designated administrators.

## **General conditions**

### **How do we indemnify you?**

If you have a valid claim, we will indemnify you, or your beneficiary, or our appointed administrators, for events or services that are covered by this policy.

### **Limit of indemnity**

This is the maximum amount that we will pay for each benefit under this policy and is stipulated in your policy schedule. We will not pay any amount exceeding these limits of indemnity.

### **Policy changes and cancellations**

Any change or cancellation can be made by notifying us at least one calendar month before your next payment. If you cancel your policy during an insured month, the premium paid for the rest of that month will not be refunded to you. However, you will be covered for the remainder of that month.

Cancellation requests may be sent in writing to [policyservices@budgetins.co.za](mailto:policyservices@budgetins.co.za) or by calling 0860 10 55 38.

We may change or cancel your policy by giving you 31 days' notice via email or post to the address stated in your policy schedule.

### **Policy review**

Your policy will be reviewed each year in the month that it originally started. Any changes made to your policy before the review date will also be part of that review.

### **Payments**

Your policy is a monthly policy and you must pay the premium in advance. Your debit order for the premium will be deducted on the agreed date stated in your schedule.

We reserve the right to deduct the premium on an alternative date to ensure that you are covered. If your deduction date falls on a Sunday or public holiday, your premium may be deducted on an earlier date.

### **Payment not received**

If we do not receive the monthly premium on the deduction date as stated in your policy schedule, you will not have any cover for the period in which you did not pay.

Should your monthly debit order be unsuccessful from the second month after inception, we will allow a 15-day grace period for payment to be made to keep you covered in the event of a claim.

When your cover is stopped because we did not receive your premium, we have the right to debit your account again the following month to reinstate your cover. You must make a payment for your cover to start again. If payment is not received for three months in a row, your policy will be immediately cancelled.

### **Disputed payments**

The policy will be cancelled immediately if you decide or instruct your bank to stop the debit order.

### **Premium refunds**

No refund of premiums will be authorised if the policy is cancelled due to unsuccessful claims.

If you cancel your policy or part thereof because you also have cover for the same events with another insurer, your premium refund will be limited to 50% of the premiums received.

### **Authenticated collections**

We reserve the right to collect any failed or rejected premium through authenticated collections or by double debiting the nominated bank account. This may incur additional charges for which we are not responsible. Authenticated collections may run at any time from the date of notification by the collection agent of the failed/returned debit order and, therefore, will not be collected on the nominated debit order date.

## Cooling-off period

Should you cancel the policy during the fourteen (14)-day cooling-off period, any premiums that have been debited will be refunded to the nominated bank account, given that no benefits have been provided.

## Sharing of information

To provide you with our services, we are required to process your personal information, and will do so in accordance with our business requirements and legal obligations. You acknowledge that your personal information may be verified and/or processed for insurance, financial services and risk-management purposes, by the TIH Group of Companies, against any other reasonable and legitimate sources or databases. This is to ensure the accuracy and completeness of any personal information provided on an ongoing basis.

We will process your personal information for the following purposes:

- Quoting, underwriting, pricing, servicing, and executing insurance and other financial services.
- Assessing financial and insurance risks.
- Assessing and processing claims and complaints.
- Developing and improving products and services.
- Credit referencing and/or verifying personal information.
- Fraud prevention and detection.
- Market research and statistical analysis.
- Auditing and record keeping.
- Compliance with legal and regulatory requirements.
- Sharing of information with service providers and other third parties with whom we engage, or who render services to us, to process such information on our behalf.
- Sharing insurance and claims information with other insurers and industry bodies for legitimate reasons, such as fraud prevention and claims validation.

If required, we may transfer your personal information outside the borders of South Africa to provide any of the services.

You may access your personal information that we hold and may object to the processing of your personal information, request us to correct any errors, or delete this information if there is no legitimate reason for us to maintain it. Please view our Privacy Policy and Access to Information Manual on our website for further information.

You have the right to complain to the Information Regulator if you feel that we are unlawfully processing personal information. The Information Regulator's details can be found by visiting [www.justice.gov.za](http://www.justice.gov.za).

## Your obligations

If you do not fulfil any of the obligations listed below, your cover may be cancelled, or you may not have cover when you claim.

### You must:

- 1 Give us true and complete information. Any false information may lead to the cancellation of your policy, and you will be liable for any costs incurred.
- 2 Inform us if any of the policy details or declarations are incorrect, or if any of these details or declarations change.
- 3 Comply with all our reasonable requests. It is your responsibility to pay for and provide us with all the necessary documents, reports, statements, and other evidence that we might need.
- 4 Tell us anything you have not disclosed, that may be important for us to know to accept the policy, or about any changes that may be important for us to continue accepting the policy, for example, convictions or offences related to dishonesty or fraud.

## Important time limits

We will only indemnify you for a claim if you:

- 1 Notify us of a claim under this policy within thirty-one (31) days of becoming aware of such a matter.
- 2 Provide us with any information, proof, documentation and cooperation that we ask for, within fourteen (14) days of our request.

## Dual insurance

If any matter or dispute covered under this policy is also insured by another insurance product or insurer, we will only indemnify you for our portion of the costs or loss.

## How to claim

If you want to submit a claim, call 0860 10 55 38 Monday to Friday between 08:00 and 17:00.

## Jurisdiction

This policy is subject to the laws and statutes that apply in the Republic of South Africa. We will only abide by judgements first delivered by or obtained from a court of competent jurisdiction in the Republic of South Africa. We are not liable for any legal costs and expenses that are incurred outside of the Republic of South Africa.

## Complaints process

You may contact our Internal Dispute Resolution Department in the following ways in order to lodge your dispute regarding a claim, or any general complaint:

**Email:** [disputeresolution@budgetins.co.za](mailto:disputeresolution@budgetins.co.za)

**Telephone number:** 0860 10 90 59

**Postal address:** PO Box 11250, Johannesburg, 2000

**Physical address:** 1 Telesure Lane, Auto & General Park, Riverglen, Dainfern, 2191

In accordance with the Policyholder Protection Rules, you will as a first step have 90 days to dispute the outcome of your claim by contacting our Internal Dispute Resolution Department. Immediately following this 90-day period you have a further six months to serve summons on us. If you do not do so within this time period, your right to challenge the decision will be forfeited.

We guarantee that your dispute will be dealt with in an efficient manner and will be reviewed by way of an impartial review process. We encourage you to first make use of our Internal Dispute Resolution Department in an attempt to resolve your dispute promptly.

Once our Internal Dispute Resolution Department has dealt with your dispute, and should the outcome of the dispute not be in your favour, then you may within a further period of six months contact the Short-term Insurance Ombudsman ([www.osti.co.za](http://www.osti.co.za)). For any compliance/non-compliance matters relating to FAIS or the financial services rendered, you may contact the FAIS Ombudsman ([www.faisombud.co.za](http://www.faisombud.co.za)).

## General exclusions

### We will not be liable for:

- death or injury due to mental disability;
- hospitalisation, disablement or death as a result of a hazardous pursuit, alcohol or drug abuse;
- non-accident related hospitalization; or
- death and injury as a result of natural causes, self-inflicted injury or death by suicide.

### Medical expenses

Any medical expenses and/or business of a medical scheme.

### Riots, wars, political acts, public disorder, terrorism, or any attempted such acts

Matters resulting from, or your participation in:

- Civil commotion, labour disturbances, riot, strike, lock-out or public disorder, or any act or activity that is calculated or directed to cause any of the above.
- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- Mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause that determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution.
- Any attempt or act (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government, or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.
- Any attempt or act that is calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.

- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in any of the clauses above.

### Territorial limits

Matters where the cause of action originated outside the borders of South Africa.

### Pre-existing matters

Any accidents or injury that happened before the start of this policy.

### Cover provided elsewhere

Indemnity or losses that are covered under other insurance contracts, by government or financial institutions.

## What is included in your cover?

### Total Permanent Disablement cover

Should the insured suffer disablement as a result of an accident, we will compensate him/her according to the scale of benefits and level of cover chosen – see the scale of benefits table below.

### Scale of benefits for disablement

Disablement	Proportion
Total permanent disablement	100%
Permanent and incurable paralysis of all limbs	100%
Loss of both hands or both feet	100%
Loss of entire sight in both eyes	100%
Permanent loss of hearing in	
• Both ears	75%
• One ear	20%
Permanent and total loss of speech	75%
Loss of one limb, one hand, one foot, or entire sight in one eye	60%
Loss of four fingers on either hand	40%
Loss of thumb	
• Both joints	20%
• One joint	10%
Loss of fingers on either hand	
• Three joints	10%
• Two joints	8%
• One joint	5%
Loss of toes on either foot	
• All, one foot	30%
• Big toe, both joints	10%
• Big toe, one joint	5%
• Other than the big toe (each)	5%

If you claim for more than one of the above injuries/losses, your total payout when added up will be limited to 100%.

### Hospitalisation

If the insured is hospitalised as a result of an accident, cover will be provided from the first day of hospital admission, up to a maximum of 104 weeks. Non-medical expenses as a result of hospitalisation are also covered. The claim will only be paid once the hospital records have been provided and authorised for payment. If compensation for disablement or death becomes payable, there will be no compensation under this benefit.

The benefit will only be payable directly to the policyholder and not to the hospital or provider of the health service. Please note that this is not a medical scheme and the cover is not the same as that of a medical scheme. This policy is not a substitute for a medical scheme membership.

## **Death cover**

Should the insured die as a result of an accident, we will compensate his/her nominated beneficiary/ies or estate to the level of cover chosen. Compensation for total permanent disablement or death will be paid in one lump sum. Payment will be tax-free.

## **Expo-Sure**

There is still a great deal of fear and ignorance surrounding HIV/Aids, which affects the way HIV-positive people are viewed by society. If you are accidentally exposed to HIV, you will need as much support and guidance as possible.

The purpose of this product is to ensure that you and your family have full access to confidential HIV testing and treatment within the critical 72-hour window period after accidental exposure.

## **Accidental exposure to HIV**

There are many ways in which accidental exposure can occur, including the following:

- Sexual transmission through assault and/or molestation.
- Blood transfusions and accidental contact with needles.
- Direct contact with bodily fluids of an infected person through incidents such as vehicle accidents.
- Occupational exposure, e.g. in the health-care industry.
- Mother-to-child transmission during pregnancy, at birth and through breastfeeding.

## **What to do in the event of accidental exposure**

In the unfortunate event of accidental exposure, these are the steps that must be taken to ensure your safety:

- 1 Immediately call the Care Centre number (on the back of this brochure).
- 2 You will be directed to the nearest doctor, clinic or hospital, where appropriate treatment will be given.
- 3 Blood tests will be done to determine your HIV status.

## **If the patient tests HIV-negative:**

- Anti-retroviral treatment will be provided.
- Prophylactic therapy will be provided to prevent possible sexually transmitted infections (STIs).
- The 'morning-after pill' will be given in the event of sexual assault.
- He/she will be monitored over a three-month period and retested.
- If his/her status remains negative, the file will be closed.

## **If the patient tests HIV-positive:**

- STI treatment and the 'morning-after pill' will be provided.
- The patient will be given the opportunity to join an HIV/Aids Disease Management Programme (treatment costs will be for his/her own account or medical aid).
- Lifelong telephonic advice and counselling will be offered to the patient.

## **Treatment benefits:**

- Access to a 24-hour, 365 days a year care centre for HIV/Aids information, advice and counselling.
- Two blood tests and consultations after potential exposure cases.
- Anti-retroviral therapy to prevent infection.
- The 'morning-after pill' to prevent pregnancy.
- STI preventative medication (prophylaxis).

## Sexual assault

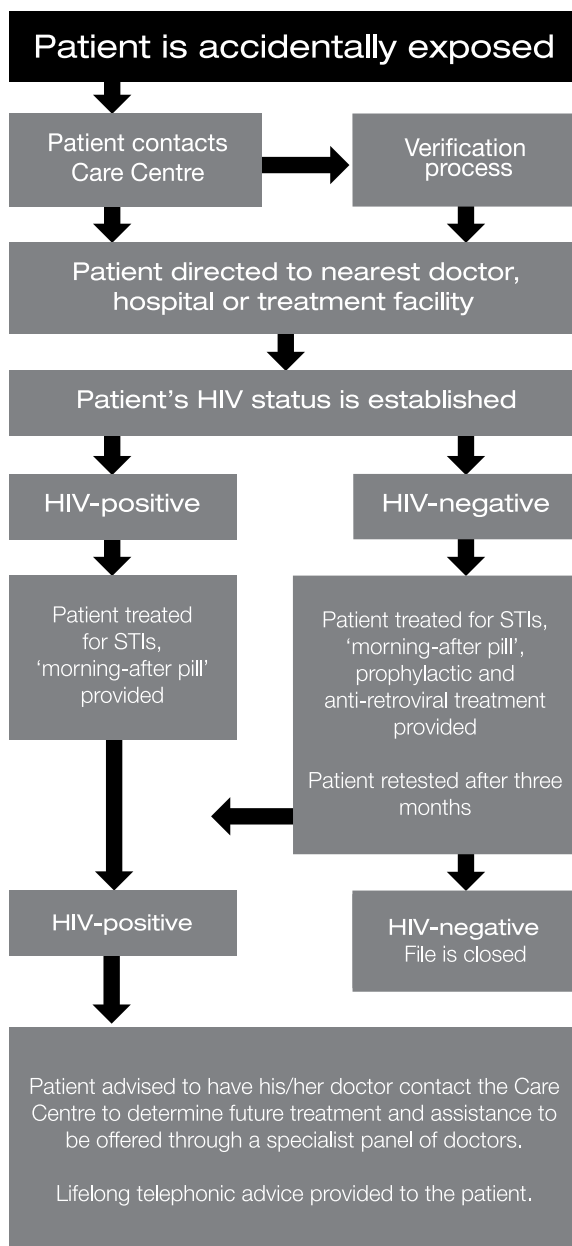
If you are sexually assaulted, you have access to the following:

- An unlimited counselling benefit for the patient and immediate family. The patient may use **R1 000** of this benefit for alternative therapy, e.g. reflexology, aromatherapy, etc. Please note that any service under this benefit must be provided by a registered practitioner. Original invoices must accompany all claims for reimbursement.
- A security benefit of **R2 000** for reasonable security improvements after a sexual assault-related incident. Please note that any service under this benefit must be provided by a recognised company/individual. Original invoices must accompany all claims for reimbursement.

## How to protect yourself

- Always use a condom.
- Know about your partner's lifestyle.
- Avoid contact with blood or other bodily fluids, syringes or needles.

## Process followed after accidental sexual exposure





## **Trauma counselling**

This benefit will assist the insured and family members covered under this plan after a traumatic event with:

- Up to three (3) face-to-face trauma counselling sessions
- Assistance with courtroom preparation for witnesses/ survivors
- Referral to group therapy and support groups
- Accompaniment to I.D. parades and court hearings
- Referral to a place of safety or shelter

## **Road Accident Fund claims assist (RAF)**

Assistance provided to the insured with the evaluation of a potential claims against the RAF after a motor vehicle accident on a South African road. If viewed as a valid claim, assistance will be provided with the preparation of the case.

## **Medical Emergency evacuation**

This benefit provides the insured and family members covered under this policy with:

- Emergency telephonic assistance;
- Emergency response by road to the scene of the incident;
- Transfer by road to the nearest medical facility. The above benefits will be provided to the insured and covered family members in the event of an accident.
- This benefit does not replace a medical aid and does not include the medical expenses for any in-hospital procedures.



**Sales, Client Care & Claims**

**0860 10 55 38**

**Expo-Sure Care Centre**

**0861 60 36 03**

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Budget Insurance Company Ltd is a licensed non-life insurer and financial services provider.