

## **Group Personal Accident Insurance**

**UNIQUE MARKET REFERENCE:        B0518S071435**

**This Certificate of Insurance** is issued in accordance with the authorisation granted under the above numbered Contract to Universal Acceptances (Pty) Limited by certain Underwriters at Lloyd's, London (hereinafter called the "Underwriters") whose proportions underwritten by each of them will be supplied on application and can be ascertained by reference to the said contract which bears the seal of Lloyd's Policy Signing Office.

**In consideration** of and conditional upon the prior payment of the premium specified herein, by or on behalf of the Insured and receipt thereof by or on behalf of the Underwriters, the said Underwriters are hereby bound, each for his own part and not one for another their Executors and Administrators, to insure in accordance with the Terms and Conditions contained herein or endorsed hereon.

### **Several Liability Notice (LSW1001)**

The subscribing Underwriters obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual Subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriters who for any reason does not satisfy all or part of its obligations.

### **Certificate of Provisions**

**Service of Suit.** In the event of any litigation arising out of Insurance assumed hereunder, Lloyd's South Africa (Pty) Limited, 7<sup>th</sup> Floor, The Forum, 2 Maude Street, Sandton 2196, is required, in terms of the Insurance Act No. 27 of 1943 (as amended), to accept service of suit against Underwriters.

**Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Agent endorsed hereon.

**Attached Conditions Incorporated.** This Certificate is issued and accepted subject to all the Provisions, Conditions and Warranties set forth herein, attached or endorsed, all of which are to be considered incorporated herein.

## Whereas


The Insured named in the Schedule has applied to the Underwriters for the Insurance as hereinafter set out, the Underwriters hereby agree, subject:

1. to any proposal or other information supplied by or on behalf on the Insured:
  - 1.1 disclosing all facts and circumstances known to the Insured that are material to the assessment of the risks Insured hereby, and
  - 1.2 forming the basis of this Insurance, and
2. to the condition of prior payment of the Premium by or on behalf of the Insured and the receipt thereof by or on behalf of the Underwriters, notwithstanding anything to the contrary set out in this Policy or any section thereof to grant such Insurance subject to the Terms, Conditions, Provisos and Exceptions hereinafter set out or as contained in any endorsement that may be issued in regard thereto.

This Insurance contract is conditional upon and will only come into effect following payment of the premium by the Insured and the receipt thereof by or on behalf to the Underwriters.

**Signed at Johannesburg this 20th day March 2007**

**for and on behalf of the Underwriters:-**



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**Underwriters**

**Universal Acceptances (Pty) Limited  
Company Registration Number 94/01699/07  
VAT Registration Number 4660143860  
Underwriting Managers  
Financial Services Provider License Number 5077**

**Schedule**

**Insured** : **Action Safety**

**VAT Registration number** : **Not Verified**

**Business Description** : **Film Production**

**Postal Address** : **To be confirmed**

**Policy Number** : **20072808/PA**

**Period of Insurance** : **From : 20 March 2007**  
**To : 30 June 2007**  
(both days inclusive)  
plus any subsequent period for which the Underwriters agree to accept a renewal premium and as subsequently endorsed herein.

**Renewal Date** : **01 July**

**Limit per Individual** : **R500,000.00**

**Accumulation Limit** : **R1,500,000.00**

**Territorial Limits** : **Worldwide**

**Broker** : **Pinfold Insurance Brokers**

**VAT Registration Number** : **Not Registered**

### Schedule of Insured Persons and Compensation

<b><u>Insured Persons</u></b>	:	<b>As declared by Insured 48 hours prior to commencement of the shoot and adjustable monthly.</b>
<b><u>Circumstances</u></b>		<b><u>Compensation</u></b>
(i) Death (Accident)	:	<b>R500,000.00</b>
(ii) Permanent Disability (Accident)	:	such percentage of <b>R500,000.00</b> as is specified for the particular Disability.
(iii) Temporary Total Disability (Accident)	:	<b>100%</b> of Current Weekly Earnings per week up to a maximum of <b>R5,000.00</b> per week for a period not exceeding <b>104</b> weeks excluding the first <b>7</b> days from the date of the Accident in respect of each and every claim.
(iv) Temporary Partial Disability (Accident)	:	<b>40%</b> of Current Weekly Earnings per week up to a maximum of <b>R2,000.00</b> per week for a period not exceeding <b>104</b> weeks excluding the first <b>7</b> days from the date of the Accident in respect of each and every claim.
(v) Medical Expenses (Accident)	:	Up to <b>R250,000</b> per Insured Person subject to an excess of <b>R2,500</b> in respect of each and every claim.
<b>Basis of Cover</b>	:	Cover shall only apply whilst the Insured Persons are conducting their duties directly related to the business of the Film Production House, including whilst commuting to the venue and return there from in a direct and timeous manner.
official		
<b>Special Note</b>	:	<b>All safety precautions are to be adhered to at all times</b>

**MEMORANDUM ATTACHING TO AND FORMING PART OF POLICY NUMBER: 20072808/PA  
IN THE NAME OF: Action Safety**

**Memorandum 1:**

Notwithstanding anything to the contrary the Underwriters agree to indemnify the Insured, in excess of any compensation payable, for any VAT obligation the Insured may incur arising out of any claims settlement made hereunder.

**A.**

**Operative Clause**

**A.1** If during the Period of Insurance the Insured Person sustains "Bodily Injury" as defined, the Underwriters agree to pay to the Insured or the Insured Persons Estate or the Insured Persons Legal representative the Compensation stated in the Schedule.

**A.2 Definitions:**

For purposes of this Policy the following words and phrases shall have the meaning as assigned to them hereunder:

- A.2.1** Bodily Injury: Identifiable physical injury which:
- a) is sustained by the Insured Person during the Period of Insurance.
  - b) is caused by an Accident, and
  - c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the Death or Disability of the Insured Person within 24 months from the date of the Accident.
- A.2.2** Accident: a sudden, unexpected, specific event which occurs at an identifiable time and place during the Period of Insurance, but shall also include starvation, thirst or exposure to the elements resulting from a mishap to a conveyance in which the Insured Person is travelling. This shall also include insect, spider or animal bites other than those causing Malaria.
- A.2.3** Annual Earnings: the total calculated at the Annual rate of Wage or Salary and any other allowances of a constant nature being paid or allowed by the Insured to the Insured Person at the time the Bodily Injury occurs;
- Provided always that if the Insured Person is under a contract the period of which is less than one year the term "Annual Earnings" shall mean the amount due to be paid to the Insured Person during the contract period, including the value of accommodation and food allowances, but excluding any expenses of a reimbursive nature.
- A.2.4** Current Weekly Earnings: One fifty-second part of Annual Earnings or pro rata thereof.
- A.2.5** Permanent Total Disability: Permanent total incapacity from following usual occupation or any other occupation for which the Insured Person is suited by knowledge or training and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
- A.2.6** Permanent Disability: Those disabilities set out under the Permanent Disability scale in the Schedule of Compensation herein.
- A.2.7** Temporary Total Disability: Total incapacity from following usual business or occupation.
- A.2.8** Temporary Partial Disability: Temporary incapacity which prevents an Insured Person from engaging in or giving attention to a substantial part of usual business or occupation.
- A.2.9** Medical Expenses: All reasonable expenses necessarily incurred within 12 calendar months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency transportation connected therewith.
- A.2.10** Excess: The first amount payable by the Insured in the event of any one claim.
- A.2.11** Capital Benefit: The maximum sum payable to any one Insured Person.
- A.2.12** Terrorist Activity means an act, or acts of any person, or group(s) of persons, committed for political, religions, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear. Terrorist activity can include, but not limited to the actual force or violence and/or the threat of such use.

For the purposes of this Insurance it is noted that any sporting activity shall not be classed as an occupation.

**B.**

### **General Conditions of Insurance**

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

This Policy will be governed by the laws of the Republic of South Africa, whose courts alone shall have jurisdiction in any dispute arising hereunder:

- B.1** If the Insured or the Insured Person makes any statement which is inaccurate or if he fails to disclose information material to the assessment of this risk, he may forfeit all or part of his right for Compensation or the Insurance may be cancelled.
- B.2** Premium is payable on or before the inception date or renewal date as the case may be. The Underwriters shall not be obliged to accept premium tendered to it or any intermediary after such date but may do so upon such terms as it, in its sole discretion, may determine.
- B.3** Any amendment to the Insurance must be evidenced in writing.
- B.4** Notice must be given to the Underwriters in writing as soon as practicable of any occurrence which may give rise to a claim under this Policy, but in any event within 180 days of such occurrence failing which the claim will prescribe.
- B.5** After incurring Bodily Injury for which Compensation may be payable under this Policy, the Insured Person shall, as early as possible place himself under the care of a duly qualified Medical Practitioner and when reasonably required by the Underwriters so to do, submit to medical examination and undergo any treatment specified. The Underwriters shall not be liable to make any payment unless this Condition is complied with to their satisfaction. Underwriters shall not be liable for any part of any claim which in the opinion of their medical adviser arises from the unreasonable or willful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

All certificates, information and evidence required by the Underwriters shall be furnished in the form prescribed and without expense to the Underwriters. The Insured Person shall submit to medical examination on behalf of and at the expense of the Underwriters as often as shall be required in connection with any claim.

- B.6** No sum payable under this Policy shall carry interest.
- B.7** The Insured and/or the Insured Person shall take all reasonable precautions to prevent Accidents and to comply with all statutory requirements and regulations.
- B.8** This Policy is not assignable. Compensation shall be payable only to the Insured whose receipt shall effectually discharge the Underwriters.
- B.9** Where the Insured disputes the rejection of his/her claim or cancellation of the policy, the Insured must make representations to the Company in respect of the decision within 90 (ninety) days of such rejection or cancellation letter. Thereafter, the Insured must take legal action by way of the service of summons against the Company within 9 (nine) months, failing which the Insured will forfeit his/her claim and no liability can arise in terms of such claim.
- B.10** This Policy may be cancelled at any time by the Underwriters giving 30 days' notice in writing (or such period as may be mutually agreed) or by the Insured giving immediate notice. From the date of cancellation, the Insured shall be entitled to a refund premium pro rata for the unexpired Period of Insurance, unless a claim shall have been paid or is outstanding at the time of cancellation, and always subject to B13.
- B.11** This Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure by or on behalf of the Insured or the Insured Person on any particular material fact to this Insurance.
- B.12** If any claim under this Policy be in any respect fraudulent or intentionally exaggerated or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy the benefit thereunder shall be forfeited.
- B.13** If the premium is calculated on estimates supplied by the Insured an accurate record containing all relevant particulars must be maintained by the Insured to which the Underwriters shall have the right to access. The Insured shall furnish such information within one month of the expiry of each period of Insurance and the Premium shall be adjusted accordingly.

The estimates and declaration of Annual Earnings on which the premium is based shall include all items of remuneration which falls under the definition of Annual Earnings. In the event that such allowances are not included in the estimated or declared earnings these amounts will not be included in the computation of any claim.

- B.14** If any claim under this Policy is as a direct result of the Insured Person participating in any activities for which he may be prosecuted in terms of Act 51 of 1977 (Criminal Procedures Act) any benefit due hereunder in respect of such claim shall be forfeited.
- B.15** If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any Compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been aggravated.

## **C**

### **Provisions**

- C.1** The Compensation specified for Temporary Total Disability shall cease as soon as the Bodily Injury causing the incapacity has healed as insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated in the Schedule to this Policy.
- C.2** Any Compensation payable by the Underwriters for any period of Temporary Total Disability shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under any Compensation for Occupational and Injuries Diseases enactment for Temporary Disability for the same or lesser period.
- C.3** Where amounts recoverable from the Underwriters are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Underwriters sole discretion on receipt by the Underwriters of certification by a medical doctor appointed by the Underwriters.
- C.4** Upon payment of 100% of the Capital Benefit for any one claim in respect of an Insured Person, all cover provided shall be terminated, excluding Temporary Total Disability and Medical Expenses.
- C.5** If Item D.1 of the Schedule of Compensation is covered and an Accident causes the Death of the Insured Person within twenty four months following the date of the Accident and prior to the definite settlement of the Compensation provided for under items D.2 to D.4 of the Schedule of Compensation, there shall be paid only the Compensation provided for in the case of Item D.1 (Accidental Death).
- C.6** All cover in respect of an Insured Person shall cease following such persons 75th birthday.
- C.7** It is warranted that all Insured Persons at the inception and each subsequent renewal of this Insurance are between the ages of 16-74 years and to the best of the Insured's knowledge and belief are in good health and free from physical or mental defect or infirmity.

D.

**Schedule of Compensation**

In the event of Compensation being due under more than one of the benefits referred to hereunder as a consequence of any one Accident the maximum amount payable hereunder shall not exceed **100%** in total under the Schedule of Compensation.

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

<b>D.1</b>	Death _____	100%
<b>D.2</b>	Permanent Total Disability _____	100%
<b>D.3</b>	Scale of Permanent Disability	
<b>D.3.1</b>	Permanent and total loss of use of:	
<b>D.3.2</b>	Speech _____	100%
<b>D.3.3</b>	hearing in both ears _____	100%
	one ear _____	25%
<b>D.3.4</b>	one or more limbs at or above the wrist or ankle _____	100%
<b>D.3.5</b>	one or both eyes _____	100%
	sight in one or both eyes _____	100%
<b>D.3.6</b>	four fingers of either hand _____	70%
<b>D.3.7</b>	thumb, either hand	
	both phalanges _____	30%
	one phalanx _____	15%
<b>D.3.8</b>	index finger, either hand	
	three phalanges _____	10%
	two phalanges _____	8%
	one phalanx _____	5%
<b>D.3.9</b>	any other finger, either hand	
	three phalanges _____	6%
	two phalanges _____	4%
	one phalanx _____	2%
<b>D.3.10</b>	toes	
	all on one foot _____	30%
	great, both phalanges _____	5%
	great, one phalanx _____	3%
	other than great, if more than one toe lost, each _____	1%

**D.4** *Where a Disability is not specifically set out in the Schedule of Compensation, the benefit payable shall be established with reference to those cases which are shown taking into account the generic reduction of capacity to work, independently of the usual occupation of the Insured Person.*

E.

### **Exclusions**

This Insurance excludes Accidents arising from:

- E.1** suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);
- E.2** the Insured Person whilst being under the influence of or in a state of "intoxication" of any controlling substance unless administered on the advice of a physician (other than the Insured Person and/or any immediate family member) and taken in accordance with the physician's instructions. The term "intoxication" means having a blood alcohol level concentration (BAC) greater than the statutory limit at the time of the Accident, or the level applicable according to prevailing legislation where the Accident occurs, whichever is the lesser;
- E.3** the abuse of drugs or narcotics unless for medical reasons;
- E.4** caused or contributed by an existing Medical condition, physical defect or other infirmity of the Insured Person;
- E.5** whilst the Insured Person is travelling by air other than as a passenger in a licensed passenger carrying aircraft and not as a member of the crew nor for the purpose of any trade or technical operation therein or thereon;
- E.6** whilst participating in any sport as a professional player or racing of any kind involving the use of any power driven vehicle, vessel or craft vehicle;
- E.7** due to mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related conditions;
- E.8** 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.
- E.9** 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;
- E.10** 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;
- E.11** directly or indirectly caused by, or contributed to by, or arising from the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent;
- E.12** arising directly or indirectly from war, invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, military or usurped power whilst the Insured Person is on active service with the military, naval, air or police services of any nation, and/or any political organisation, provided that this Insurance shall continue to apply in respect of Accidental Bodily Injury sustained independently of such contingencies.
- E.12B Nuclear/Chemical/Biological Exclusion**  
Notwithstanding any provision to the contrary within this Policy or any endorsement thereto 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 Underwriters 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.

F.

## **Extensions**

### **F.1 Disappearance**

If the Insured Person disappears during the currency of this Insurance and his body is not found within one year after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained Accidental Bodily Injury and that such injury caused his Death, Underwriters shall forthwith pay the Death Benefit under this Insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

### **F.2 Life Support**

Notwithstanding anything contained in the defined benefits of this Policy, the twenty-four month period stated therein shall not include any period or periods where the Death of the Insured Person is delayed solely by the use, for a period or periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

### **F.3 Repatriation**

Provided that there is a valid Death claim in terms of this Policy the Underwriters will in addition, pay the reasonable and necessary expenses incurred in the repatriation of the body of the deceased Insured Person to his normal place of residence for burial, up to an amount not exceeding R5 000.

### **F.4 Abduction, Hijacking, Kidnapping**

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

- (a) the Underwriters' liability is limited to the period of the abduction hijacking or kidnapping or eight weeks, whichever is the lesser;
- (b) no Compensation shall be payable if any member of the Insured Person's family and /or relative is involved in the abduction, hijacking or kidnapping as a principal or accessory.

### **F.5 Death Expenses**

Provided that there is a valid Death claim, the Underwriters will in addition, pay the reasonable and necessary expenses incurred in preparing and interring or cremating a deceased Insured Person, including the cost of funeral stonework and urns, up to a maximum of R5000.

### **F.6 Trauma Extension**

In the event of an Insured Person and/or the immediate family members of the Insured Person being the victim of an Act of Violence by a person or persons unknown to such Insured Person, and being traumatised to the extent that a professional Counsellor is recommended, the Underwriters will reimburse the reasonable and necessary expenses of counselling fees incurred up to a maximum of R250 per visit but not exceeding R10 000 per Period of Insurance.

#### **Conditions:**

Cover in respect of family members is restricted to apply only in respect of this extension. No cover shall apply under this extension unless the Act of Violence has been reported to the Police and a case number obtained.

The onus of proof for Professional Counselling fees is that of the Insured Person.

The Insured Person and/or the immediate family members of the Insured Person shall exercise all reasonable precautions to avoid being a victim of an Act of Violence.

#### **Definition:**

**Professional Counselling** means psychological or psychiatric counselling by professional persons registered with the South African Medical and Dental Council, excluding any counselling provided by any immediate family member.

**Act of Violence** is defined as an unlawful act of deadly force or threat thereof on the Insured Person and/or the immediate family members of the Insured Person

### **F.7 Emergency Transportation Costs**

In the event of Bodily Injury sustained at the Insured Person's place of work the Underwriters will indemnify the Insured for the reasonable and necessary costs of emergency transportation to the nearest suitable medical facility immediately following such Accident, subject to a maximum of R5000 per occurrence.

**F.8 Drivers Extension**

Where the Underwriters have admitted a claim for Temporary Disability and the Insured Person is unable to continue his/her usual occupation as a result of Bodily Injury resulting in the inability to drive to and from the Insured Persons normal place of employment, the cover provided by this Policy will pay the actual costs of employing a temporary driver up to a maximum amount of R700 per week.

This extension shall only apply if the Insured Person, prior to the date of the Accident, used his/her own transport to commute to and from work.

This extension shall not be payable in addition to the Temporary Total Disability Benefit.

It is warranted that the Driver shall be a person that holds a valid code 08 driver's license with no endorsements and is employed by a recognised company that provides a chauffeur driven service to the public.

It is a condition that this Insurance shall only apply to Insured Persons in the permanent employ of the Insured.

**F.9 Mobility**

Where the Underwriters have admitted a claim for Permanent Disability, if as a direct result of that Disability the Insured Person is permanently dependent on a wheelchair and/ or a prosthesis device, the Underwriters will, in addition to any amount payable for Permanent Disability pay an amount of R15 000.

**F.10 Disfigurement**

The Permanent Disability definition is hereby extended to include Bodily Injury resulting in Permanent Disfigurement of:-

- (i) the head and neck ~ Provided the total area affected exceeds 20% of the total area of the head and neck.

Benefit ~ A percentage of the Compensation in direct proportion to the area affected.

- (ii) the hands ~ Provided the total area affected exceeds 20% of the total area of the hands.

- (iii) Benefit ~ A percentage of the Compensation in direct proportion to the area affected but limited to a maximum of 50%.

- (iii) all other areas of the body ~ Provided the total area affected exceeds 5% of the total area of the body

Benefit ~ A percentage of the Compensation in direct proportion to the area affected but limited to a maximum of 50%.

Notwithstanding the Limitations stated in (i), (ii), (iii) above, in the event of serious Permanent Disfigurement, the Underwriters may, at their sole discretion, pay the Insured an additional sum which in their opinion is not inconsistent with the degree of Disfigurement and its consequential Disability.

The benefits payable in terms of (i), (ii), (iii) above shall apply independently and can be cumulative, but the overall liability of the Underwriters for Permanent Disability and Permanent Disfigurement resulting from any one Accident in respect of any one Insured Person shall be limited to 100% of the Compensation provided for Permanent Disability.

**F.11 Claims Preparation Costs**

The cover provided by this Policy is extended to include reasonable and necessary costs incurred by the Insured in respect of obtaining relevant documentation requested by the Underwriters in the event of a claim up to a maximum of R5 000 in respect of any one claim and/or event.