



# GENLIB

SPECIALISED INSURANCE & INNOVATIVE SOLUTIONS  
FOR BROKERS  
FSP 35482

## PASSENGER LIABILITY & PERSONAL ACCIDENT (PAX & PA)

**Insurer:** Western National Insurance Company Ltd. **FSP No.** 9465

This brochure is an informative document and is always superseded by the specific Policy Wording

## PREMIUM & UNDERWRITING

The premium for this product is determined by a number of factors:

- 1) Limit of indemnity
- 2) Type of vehicle: Sedan/SUV ( $\leq 9$  seats), Minibus (10-19 seats), Bus (20 + seats)
- 3) Territorial limits (RSA only or Cross-Border)
- 4) Number of vehicles (10 + vehicles qualify for fleet discount)

## PASSENGER LIABILITY

### Overview

Passenger Liability Insurance is a commercial insurance policy which protects a business in instances where it may be legally liable in terms of the law for their alleged wrongful act, resulting in injury or death of passengers, transported in a vehicle or bus, for a fare paying trip. The insured can elect the limit of indemnity they require.

Factors that might influence the limit of cover can include, amongst others, the number of people that the vehicle can carry and the countries where the client's transport business travels to.

### Cover Provided

The Insurer will indemnify the Insured in the event of an incident occurring during the Period of Insurance caused by or through or in connection with any Insured Vehicle against the Insured's legal liability to pay damages and claimants' costs in connection therewith in respect of injury to any persons carried in or upon or entering or getting onto or alighting from any vehicle.

## WHY IS PASSENGER LIABILITY INSURANCE REQUIRED?

### 1) If the RAF is unable to pay the claim

### 2) If the claim is for secondary emotional shock

There are ample court cases dealing with secondary emotional shock in our judicial system and the act is very clear that in this instance the wrongdoer may be held legally liable to pay. This type of claim is not known until the claim is made against the wrongdoer (the insured). The costs lie in the investigation and defence of the lawsuit as well as the potential settlement amount awarded to the claimant.

### 3) If claim arises on private property

There is clear case law indicating that this could be something which needs to be defended and the costs incurred are high.

### 4) In respect of foreigners not governed by RSA law

Passenger Liability provides cover for claims originating from foreigners in terms of defence costs and also for compensation when the insured becomes legally liable to pay.

## 5) For cross border destinations where common law rights apply to road accidents

Each foreign country has their own Road Accident compensation laws which vary from country to country. Our cover extends to African countries including and south of the equator.

## 6) Local and International Tour Brokers requiring proof of cover from local Service Providers



## EXCLUSIONS

- Bodily injury to any person in the employ of the Insured arising from and in the course and scope of such employment or being a member of the same household as the Insured
- Any claim arising out of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part.

## PERSONAL ACCIDENT

If, during the Period of Insurance, any Insured Person sustains Bodily Injury by Accident whilst being carried in or upon or entering or getting onto or alighting from a Specified Vehicle which directly and independently of all other causes results, within twenty four months of the Accident, in Death, Permanent Disability or Hospitalisation as specified under Circumstances set out in the Schedule to this policy, the Insurers agree to pay to the Insured Persons or his Estate the Compensation stated in the Schedule.

OPTION 1	COMMUTER BUSES
Death Limit (Motor Vehicle accident)	R 15,000
Hospital Days Limit (Motor Vehicle accident)	R 2,000 per insured person per day limited to a maximum of 25 days (not necessarily consecutive).
Permanent Total Disability (Motor Vehicle accident)	R 50,000
Territorial Limits	Whilst traveling in the specified insured vehicle within the Republic of South Africa
Basis of Cover	24-hour, 7 day a week basis applies
Time Exclusions	Hospitalisation: 48 Hours
Accumulation Limit *	R 3,000,000 per annum

\* **Accumulation Limit** means the amount stated in the Schedule which represents the **maximum liability** for **all claims** under any and all benefits from all Insured Persons arising from the same (**accident, event or occurrence** or series of related accidents, events or occurrences) AND/OR (location), and if at any time the total value of unpaid claims would, if paid, result in the Accumulation Limit being exceeded (even if the Sum Insured is not) then the individual benefits attributable to those outstanding claims shall be reduced pro rata as necessary to ensure that the Accumulation Limit is not exceeded.

<b>OPTION 2</b>	<b>TOURIST BUSES, SCHOOLS, LIMOUSINES, SHUTTLES, METER TAXIS</b>
<b>Death Limit (Motor Vehicle accident)</b>	R 150,000
<b>Ages 0 to 5 (incl. 5)</b>	Maximum R 10,000
<b>From 6 to 13 (incl. 13)</b>	Maximum R 30,000
<b>Hospital Days Limit (Motor Vehicle accident)</b>	R 2,000 per insured person per day limited to a maximum of 25 days (not necessarily consecutive).
<b>Permanent Total Disability (Motor vehicle accident)</b>	R 150,000
<b>Territorial Limits</b>	Whilst traveling in the specified insured vehicle within the Republic of South Africa
<b>Basis of Cover</b>	24-hour, 7 day a week basis applies
<b>Time Exclusions</b>	Hospitalisation: 48 Hours
<b>Accumulation Limit *</b>	R 5,000,000 per annum

\* **Accumulation Limit** means the amount stated in the Schedule which represents the **maximum liability** for **all claims** under any and all benefits from all Insured Persons arising from the same (**accident, event or occurrence** or series of related accidents, events or occurrences) AND/OR (location), and if at any time the total value of unpaid claims would, if paid, result in the Accumulation Limit being exceeded (even if the Sum Insured is not) then the individual benefits attributable to those outstanding claims shall be reduced pro rata as necessary to ensure that the Accumulation Limit is not exceeded.



## **FUNERAL BENEFIT**

The Funeral Benefit covers funeral costs and is included in the Death Benefit. The Funeral Benefit may be paid out without the Claimant being the Representative or Executor of the Deceased Estate. The Funeral costs payable is limited to the amount indicated in the Schedule as the Death Benefit but not greater than R30,000 (Thirty Thousand Rand).



## **DEATH BENEFIT**

The benefit limit, as defined in the Policy Schedule, less Funeral Expenses (if already paid).

Assets of the deceased may only be dealt with by a person authorised by a Master of the High Court in South Africa.



## EXTENSIONS

The following extensions are included (please see Policy Wording for full description):

- ✓ Life support
- ✓ Life support equipment
- ✓ Trauma counselling
- ✓ Mobility
- ✓ Permanent disfigurement
- ✓ Rehabilitation Costs
- ✓ Repatriation



## EXCLUSIONS

The Insurers shall not be liable to pay Compensation for bodily injury in respect of any Passenger or Driver where:

- ✗ caused by suicide, or intentional self-injury or exposure to obvious risk of injury (unless in an attempt to save human life)
- ✗ caused solely by an existing medical condition, physical defect or other infirmity
- ✗ the claimant is over 70 years of age (unless otherwise provided herein)
- ✗ participating in any riot or civil commotion or public disorder
- ✗ suffering from venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) howsoever this syndrome has been acquired or may be named
- ✗ participating in motor sport or informal competition of any description involving a Specified Vehicle.
- ✗ the Insurers shall not be liable to pay Compensation for bodily injury in respect of any Driver as a result of the influence of alcohol whilst driving a Specified Vehicle where the concentration of alcohol in the specimen of blood taken from the Driver exceeds the legal limit or as a result of the influence of drugs or narcotics upon the Driver 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)
- ✗ Claims made against one passenger against another passenger