

1 NATURE AND SCOPE OF POLICY

Nedgroup Life Assurance Company Limited registration number 1993/001022/06 (**Nedgroup Life**) underwrites the Personal Loan Credit Protection Plan, which offers you optional credit life cover if you:

- have a valid Nedbank Personal Loan agreement; and
- qualify for cover in terms of the policy.

Nedgroup Life Assurance Company Limited Reg No 1993/001022/06 (**Nedgroup Life**) underwrites this product.

In the case of a valid claim, this policy will settle the outstanding amount of your Nedbank Personal Loan fully or partially.

To take out this policy, you must be between 18 and 70 years old. The term of the policy will be the same as the term of your Nedbank Personal Loan.

2 EXPLANATION OF TERMS

2.1 Accident

An accident is an unforeseeable event that, in a violent, external and visible manner and independently of any other cause, causes an injury resulting in your death or disablement within 90 days of the event taking place.

2.2 Cover amount

The cover amount is the outstanding amount of your Nedbank Personal Loan in terms of your agreement, less any arrears on the date of the event giving rise to a claim. The maximum amount payable will not be more than your initial loan amount.

2.3 Free cover

You will have free cover from the day on which we pay out the personal loan until we receive your first policy premium payment or until 30 days have lapsed, whichever is the shorter period. During the period of free cover, you will be covered for accidental death and accidental disability only. We will not pay out claims if you die or become disabled due to natural causes or pre-existing conditions.

2.4 Liquidation

The process in which a company is declared insolvent in terms of sections 79 to 83 of the Companies Act, 71 of 2008.

2.5 Pre-existing condition

Any condition, physical defect, illness, bodily injury or disability of which you were aware of or for which you received medical advice or treatment during the 12 months before we received your first policy premium payment, or during the 12 months before the date on which we received your first premium payment after reinstating your policy.

2.6 Retrenchment

If your employer ends your fulltime, permanent employment:

- in anticipation of adverse business conditions;
- due to the introduction of new technology;
- due to the reorganisation of their business; or
- due to company closure.

For this policy 'retrenchment' includes 'redundancy'. Retrenchment does not apply to individuals who, among other things, are pensioners, receive social grants, are self-employed or employed in the informal sector.

2.7 Start date

Your policy will start on the date on which we receive payment of your first policy premium.

2.8

Unable to earn an income

Although you are still employed, through no choice or fault of your own, you are unable to carry out the duties of your own occupation and therefore earn no monthly income. We will consider a claim if your earnings are less than or equal to 25% of your usual monthly income.

2.9

Unemployment

When you are without a paid job, but are available to work and actively seeking employment.

2.10

We, us and our refer to Nedgroup Life.

2.11

You and your refer to the policyholder.

3 PREMIUMS

We calculate your policy premium, which will show on your statements, based on the risk and liabilities associated with your personal loan, including the risk of insured events happening.

You must pay your first premium on the first day of the month after we have accepted your policy application. After that you must pay your premium on the first day of each month until your loan agreement has been cancelled.

3.1

Charges included in your premium

We outsource certain administration functions to Nedbank at a fee of 7% of your monthly premium (excluding VAT).

3.2

If you do not pay your premiums

If you have missed a premium payment, you will have a grace period of 1 month to pay it. If we do not receive the outstanding premium within the grace period, your credit protection cover will lapse, and no benefits will be payable. We may reinstate your cover after it has lapsed but will pay no benefits if an insured event happened while your policy was in a lapsed state.

If you have a valid claim, we will refund all premiums that you paid from the date of the insured event until the date that you notified us of the claim to your personal loan account.

4 BENEFITS OF THIS POLICY

This section explains the purpose and key features of the benefits available to you. The benefits available to you will depend on your employment status at the start date of your policy.

If you are:

- a pensioner;
- self-employed;
- earning a disability income;
- employed in the informal sector;
- employed by a family-owned business;
- receiving a social grant; or
- older than 65 years,

you will be covered for death only.

If you are not eligible for a specific benefit, you will not pay a premium for that benefit. It is your responsibility to let us know if your employment status changes, and if it does, we may adjust your premium accordingly.

4.1

Death benefit

The purpose of the death benefit is to pay an amount into your personal loan account that is equal to the outstanding amount of your loan agreement with Nedbank, less any arrears on the date of the claim event.

In the first 3 months after the start date or reinstatement date of your policy, we do not have to pay out a claim that arises directly or indirectly from, or that is related to, your death if the cause of death is due to a pre-existing condition.

4.2 Comprehensive disability benefit (if you have chosen comprehensive cover)

Our comprehensive disability benefit covers both temporary and permanent disability.

The purpose of this benefit is to pay the monthly instalment of your personal loan agreement if you are unable to earn an income for 30 days or longer because of your disablement due to illness or bodily injury.

We will pay this benefit for up to 12 monthly instalments or until:

- your loan term expires;
- your loan is repaid;
- you recover;
- you die; or
- you reach the age of 65, whichever happens first.

If we accept a claim, we will pay your loan instalments after the date of your disablement as and when they become due. We will calculate the instalments based on your original loan amount, the loan term and the interest rate charged on the loan account at the time of your disablement.

We may ask you for updated medical evidence of your disablement. If we consider your disability to be total and permanent, we may settle the full outstanding balance of your loan instead of the monthly instalments, at which point your policy will end. All premium payments and benefits will then stop.

We will also pay the full cover amount under the following circumstances:

- Loss of use of 2 of your limbs.
- Total and permanent loss of speech.
- Total and permanent loss of sight in both your eyes.
- Major burns covering at least 30% of your body.
- Your being in a coma (not drug-induced) for more than 96 hours.
- Your being diagnosed with cancer, excluding skin and *in situ* cancer (cancer that has not spread).

In the case of loss of speech or sight, the comprehensive disability benefit will pay out up to 6 monthly instalments while the permanency of your disability is being established.

We will also consider a claim for a major medical or a major surgical event for which hospitalisation is required, especially if it is related to cardiac and neurological conditions.

Pregnancy or confinement due to childbirth does not mean illness or bodily injury for the purpose of this benefit.

We will not pay a claim that arises directly or indirectly from or that is related to the following:

- Any existing disability that you had before you took out the policy.
- Your disability resulting from any pre-existing condition in the first 12 months (or the term of your loan if it is shorter) from the start date or reinstatement date of your policy.
- Certain back and spinal conditions. A benefit payment will be made only for the following back conditions or symptoms, with all other back and spinal conditions being excluded from cover:
 - Paraplegia.
 - Quadriplegia.
 - Malignant tumours of the spinal cord or vertebral column.
 - Fractures of the spine (excluding fractures of the pars interarticularis and other stress

fractures).

- Autoimmune conditions affecting the spine.

Note: We encourage you to submit a claim even if you are not sure that it will be accepted. We will review your claim and, at our discretion, decide whether it is valid.

4.3 Loss-of-income benefit (if you have chosen comprehensive cover)

The loss-of-income benefit covers unemployment or if you are unable to earn an income (but not because of permanent or temporary disability) while remaining employed and includes retrenchment cover.

The benefit will pay the monthly instalment of your loan if the event happens before your 65th birthday and we have not paid a claim under the comprehensive disability benefit.

Your monthly loan instalments will be paid for a maximum of 12 months or until:

- your loan expires;
- your loan is repaid;
- you return to fulltime employment;
- you start earning an income again;
- you die; or
- you reach the age of 65, whichever happens first.

You must return to fulltime employment for 12 consecutive months before you can claim for another loss of income or retrenchment benefit.

5 EXCLUSIONS

5.1 Death and disability

We do not have to pay claims that arise directly or indirectly from or that is related to the following:

- Your abuse of alcohol, drugs or narcotics.
- Your wilful self-inflicted injury or your committing suicide or attempting to commit suicide in the first 12 months (or the term of your loan if it is shorter) from the start date or reinstatement date of your policy.
- Your use of nuclear, biological or chemical weapons, or any radioactive contamination.
- Your participation in criminal activities.
- Your participation in hazardous activities like mountain climbing, bungee jumping and speed racing.
- Your participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war is declared or not), civil war, insurrection, rebellion, revolution, civil commotion or uprisings or military power.

5.2 Loss of income

We will not pay if you:

- were lawfully dismissed, including dismissal because of wilful misconduct that is in violation of an established, definite rule of conduct, a forbidden act, wilful dereliction of duty or misconduct;
- accepted voluntary forfeiture of your salary, wages or employment income;
- resigned or accepted voluntary termination of employment; or
- were aware of or received notice of retrenchment during the 3 months before your policy start date;
- retire or are retired;
- lost your job because you participated in an unprotected strike; or
- reached the end of a fixed-term contract.

5.3 Waiting period (additional loss-of-income exclusion applicable to loan terms of more than 6 months only)

We will not pay if you are retrenched or suffer loss of income within the first 3 months after the start date or reinstatement date of your policy.

6 CLAIMING UNDER YOUR POLICY

If you claim, it is important that you give us written notice that includes the details of your policy and the event giving rise to the claim within 180 days of the event. If we do not

receive notice, we may not consider the claim.

You must also give evidence of the claim event so that we can determine if it is a valid event and calculate the amount payable.

We may have you examined by a medical practitioner of our choice before admitting liability under a claim for disablement benefits.

7 CLAIM REQUIREMENTS FOR EACH BENEFIT

We can process your claim only if we receive the necessary completed forms as well as all the information, documents and medical records that we need, including the following:

7.1 Death benefit

- A certified copy of your death certificate.
- A certified copy of your valid identity card or document.
- A claimant statement that someone completed on your behalf.

7.2 Comprehensive disability benefit (if you have chosen comprehensive cover)

- A disability claim form.
- A certified copy of your valid identity card or document.
- A confidential disability report by a medical practitioner.
- A diagnosis from a registered medical practitioner supported by acceptable clinical, radiological, histological and laboratory evidence.
- A statement (not older than 3 months) of your loan account, stating your account number, original loan amount, interest rate, instalments and remaining term.

We may ask for medical reports or ask that you go for an examination if you claim under the comprehensive disability benefit. All additional reports and examinations will be for our account.

7.3 Loss-of-income benefit (if you have chosen comprehensive cover)

- A certified copy of your valid identity card or document.
- Your payslips for the past 3 months.
- Your bank statements for the past 3 months (if your salary is not paid into a Nedbank account).

7.4 Retrenchment

- A retrenchment claim form.
- Satisfactory evidence that your employer is engaging on a legitimate retrenchment process or company closure.
- A certified copy of your letter of retrenchment from your employer, stating the reasons for your retrenchment.

7.5 Unemployment

- A certified copy of the letter from your employer, stating the reasons for you losing your job.

7.6 Compulsory unpaid leave

- A certified copy of the letter from your employer, stating the actions that were taken and the reasons for these actions.

7.7 Liquidation

- A provisional sequestration or liquidation order.

We may ask for additional documents to verify the authenticity and validity of your loss of income in the form of Unemployment Insurance Fund or IRP5 certificates or any other form from you, your creditors, your employer or anybody else.

We may also ask for reports from your current or previous employer, stating that you have been employed continuously and gainfully. We will pay the costs to get this information.

8 CHANGES TO YOUR PERSONAL LOAN AGREEMENT

If you apply for an increase of the loan amount or a readvance of the amount that you have already repaid or to consolidate multiple loans, all exclusions, waiting periods and pre-existing conditions will apply to the increased loan amount or readvance from the date of the increase or readvance. The balance of the outstanding amount of your original loan will continue to be covered on the original terms and conditions from the original start date of your policy.

If you extend only the repayment period of your loan with Nedbank, the premium of your policy will remain unchanged and will continue to be payable for your extended loan repayment term.

9 CANCELLATIONS

You may cancel your policy by giving us written notice within 31 days after you have received your policy documents (this is known as the cooling-off period). If you cancel your policy within the cooling-off period, we will refund the premiums that you have already paid, on condition that you have not claimed under any benefit.

After the cooling-off period, you may cancel your policy at any time by giving us written notice, but we will not refund your premiums.

10 GENERAL TERMS AND CONDITIONS

We may give up any of the requirements under any of the clauses in this policy if doing so will not prevent you from qualifying for benefits under your policy.

Your policy depends on the laws and entrenched agreements governing life insurance in South Africa, and we may, at our discretion, change the terms of your policy, including:

- the terms and conditions governing your policy;
- the rates and benefits applicable to your policy; and
- the terms of the closure of your policy,

to facilitate the administration of your policy in line with legislation or regulations promulgated or announced and market forces that influence the viability of your policy.

If the terms of your policy changes, we will give you written notice of 31 days before the terms change.

We agree and undertake to pay the benefits described in your policy subject to the following:

- We may review the premium and benefits for new and active policies. Any changes will be lawful and subject to written notice to you and Nedbank 3 months before implementing the changes.
- We will not be liable for any arrear instalments of your personal loan.
- We will not be liable for any claims if we do not receive written notice within 180 days of any event giving rise to a claim.
- Both you and Nedbank must give information that is true and accurate.

If a dispute arises, your policy document will be the sole point of reference and will replace any other documents or quotations that you may have received.

10.1 Currency and law

All amounts payable in terms of your policy, either to or by us, will be in rand and any question of law arising under your policy will be decided according to the laws of South Africa.

IMPORTANT CONTACT INFORMATION

1 The insurer

Name: Nedgroup Life Assurance Company Limited Reg No 1993/001022/06
Postal address: PO Box 149175 East End 4018
Physical address: Nedbank Park Square 9 Park Avenue Umhlanga 4320
Tel: 0800 333 111
Fax: 0860 065 435
Email: clientservices@nedbankinsurance.co.za

Nedgroup Life is a licensed financial services provider (FSP40915) and designated and licensed insurer (NCRCP16). Nedgroup Life is a wholly owned subsidiary of Nedbank Group Limited.

2 Regulatory and compliance matters

For matters relating to the Financial Advisory and Intermediary Services (FAIS) Act, 37 of 2002, or other applicable legislation, contact our compliance officer or public officer:

Compliance officer

Tel: +27 (0)31 820 8448
Fax: 0860 066 641
Email: compliance@nedbankinsurance.co.za

Public officer

Email: publicofficer@nedbankinsurance.co.za

To comply with the requirements of the FAIS General Code of Conduct, we have a conflict-of-interest policy, which is available on our website at nedbank/insurance.co.za. You can also call us on 0860 333 111 for a copy.

3 Office of the FAIS Ombud

If a complaint about advice or intermediary services that you received is not resolved within 6 weeks, or if you are not satisfied with the outcome, refer the matter to the Office of the FAIS Ombud:

Postal address: PO Box 41 Menlyn Park 0063
Tel: +27 (0)12 762 5000
Email: info@faisombud.co.za
Website: faisombud.co.za

4 Protection of personal information

Your privacy is important and we use all reasonable efforts to ensure that the information that you give us or that we collect from third parties is processed, transferred and stored in a secure manner. To deliver a service to you and to help detect and prevent fraud and money laundering, we may process your information and send it to third parties and foreign countries (if necessary) by electronic or other means for processing. If these foreign countries do not have specific data privacy laws, we will enter into appropriate confidentiality agreements with the service providers in those countries.

5 The Information Regulator

If you are unhappy with how your information was handled, you can refer the matter to the Information Regulator.

Postal address: PO Box 31533 Braamfontein Johannesburg 2017
Email: complaints.ir@justice.gov.za

6 Claims

If you want to claim, please let us know timeously:
Tel: 0800 333 111
Fax: 0860 065 437
Email: claims@nedbankinsurance.co.za

Unclaimed benefits

- Nedgroup Insurance a member of the Association for Savings and Investment South Africa (Asisa) and subscribes to the applicable Asisa codes and standards.
- If there are unclaimed benefits under your policy, we will take all reasonable steps to contact you or your beneficiaries, including doing a thorough search of all internal client databases. We will also use the information and services of compilers of external databases or tracing agencies if necessary. It is your

responsibility to ensure that your contact information is always up to date.

- If the tracing attempt is unsuccessful, we may charge reasonable market-related administrative and tracing costs against your unclaimed benefits. If the value of your unclaimed benefits is less than R1 000 and the costs of tracing exceed the benefit, we may terminate the trace.
- All valid claims against your unclaimed benefits will be paid out in line with the Asisa standard on unclaimed benefits, which is available on their website at asisa.org.za.

7 Complaints

If you have a complaint, please follow these steps:

7.1

First try to resolve the matter by contacting us.

Tel: 0800 333 111
Fax: 0860 333 398
Email: clientservices@nedbankinsurance.co.za

7.2

If you are not satisfied with the outcome, escalate the matter to our complaints resolution officer:

Tel: 0800 333 111
Fax: 0860 066 641
Email: complaints@nedbankinsurance.co.za

If possible, complaints must be in writing. We will acknowledge receipt of your complaint within 2 working days. Our complaints resolution officer then has 10 working days to resolve the matter and will notify you of the outcome in writing.

If a complaint is resolved in your favour, we will offer an appropriate redress. If it is not resolved in your favour, we will explain in writing and give you the details of the National Financial Ombud Scheme South Africa (NFO) if you want to take the matter further.

8

National Financial Ombud Scheme South Africa (NFO)

For unresolved claims or disputes, contact the National Financial Ombud Scheme South Africa NPC (NFO).

Johannesburg address

Physical address: 110 Oxford Road Houghton Estate Illovo Johannesburg 2198

Cape Town address

Physical address: Claremont Central Building 6th Floor 6 Vineyard Road Claremont 7708
Tel: 0860 800 900
Email: info@nfosa.co.za
Website: nfosa.co.za

9

South African Insurance Association

Nedgroup Life is a member of the South African Insurance Association (Saia) and subscribes to its code of conduct, which is available on its website. For complaints about our non-compliance with the Saia code of conduct, report it to Saia after following our internal dispute or complaints resolution process.

Name: Saia Chief Executive Officer
Postal address: PO Box 5098 Weltevredenpark 1715
Tel: +27 (0)11 726 5381
Fax: +27 (0)11 726 5351
Email: info@saia.co.za
Website: saia.co.za