

NEDBANK INSURANCE ACCIDENTAL DEATH PLAN

Introduction

In exchange for a monthly premium, Nedgroup Life Assurance Company Limited Reg No 1993/001022/06 (we, us, our) agrees to cover you for the insured events defined under section 3 (Insured events), subject to the terms and conditions of your policy.

Your policy consists of this booklet and a policy schedule, with details of your cover. You should read this booklet and the policy schedule together. If they differ, the most recent schedule will apply.

Section 1 – Definitions

When we refer to one gender, it includes the other genders, and the plural includes the singular and the other way around.

Accident (accidental death)	A sudden, unexpected and unintentional event that results in the death of an insured person.
Benefit	The amount that we will pay out after an insured event has occurred.
Beneficiary	A person whom you nominate to receive benefits arising from an insured event if you cannot.
Child	Your biological or lawfully adopted children, stepchildren by marriage, foster children (children in your custody in terms of child protection legislation), or children who live with you in the same household because of your relationship (not a casual or temporary relationship) with a de facto partner (not married by law). Children must be between the ages of six months and 18 years, or under 25 years if they are dependent fulltime students (unmarried and not pregnant).
Insured person	A person who is listed in the policy schedule and covered under your policy, limited to you, your spouse and children.
Legal representative	A person who manages your legal affairs because of your incapacity or death.
Maximum benefit	The maximum amount we will pay out after an insured event has occurred.
Period of insurance	The period from the start date in the policy schedule and each consecutive calendar month for which a premium is paid.
Policy schedule	The document with your personal information and the details of your cover, including insured persons, beneficiaries, insured amounts and the premium.
Professional sports player	Insured persons who earn more than 50% of their income from playing sport.
Spouse	Your husband, wife or a de facto partner, with whom you permanently and continuously live with in the same household (at least six months from the start date of your policy). We will cover only one spouse.
Pre-existing condition	If insured persons die within 24 months from the start date of your policy due to any condition, physical defect, illness, bodily injury or disability of which they were aware of and/or for which they received medical advice or treatment before the start date, reinstatement date or cover increase date of your policy, we will not pay any benefit and you may forfeit all premiums that you have already paid.

Section 2 – General terms and conditions

Your policy is subject to the following general terms and conditions.

- 1 Age**

To take out this policy, you must be between 18 and 65 years old at the start of the policy. If you would like to insure additional people (insured persons) under your policy, they may not be older than 65 years.
- 2 Compliance**

We will not be liable if you, or any party claiming a benefit under your policy, does not comply with the terms and conditions of the policy. A breach of any of the terms and conditions may disqualify you from claiming and may result in us claiming damages from you.
- 3 Fraud**

If you or any party fraudulently claims a benefit under your policy, including the deliberate exaggeration of claims, we may reject the claim and, at our discretion, declare your policy void, and not refund any premiums.
- 4 Claims**
 - 4.1 If anything happens that may result in a claim, you, your nominated beneficiary or legal representative must:
 - 4.1.1 let us know within 180 days after the event;
 - 4.1.2 complete a claim form;
 - 4.1.3 give us objective and verifiable information confirming the accident;
 - 4.1.4 give us medical information detailing the injuries suffered;
 - 4.1.5 give us proof, documents, statements or other information that we may need, as well as any communication from other parties such as doctors.
 - 4.2 We reserve the right that our own doctors may examine you or any insured person, and to ask for the results of a post mortem report (if someone dies).
- 5 Jurisdiction**

Your policy falls under the laws of the Republic of South Africa and the jurisdiction of its courts.
- 6 No rights to other parties**

Your policy gives no rights to any person or entity, and you may not cede your rights.
- 7 Cancellation of your policy**

We may cancel your policy by giving you at least 30 days' notice in writing. You may cancel your policy within 31 days of buying it, and if we have paid no claim, we will refund your premiums. You may cancel your policy at any time after that by giving us notice in any way you prefer, but we will not refund your premiums then.
- 8 Tax liability**

You, your nominated beneficiary or legal representative has to pay any taxes for any benefit we pay under your policy.
- 9 Notices**

If we send you notices to change the terms and conditions of your policy, we will deem that you have received them 30 days after we have posted or emailed them to your last known address, but we can also give you notice in other ways.
- 10 Rejection of claims**

If we reject a claim, you have 180 days (from the rejection date) to appeal against our decision. After the initial 180 days, you have another 180 days to serve summons on us. If you do not do this, we will no longer be liable to pay the claim.
- 11 Consent to disclose your information and waiver of rights**



To enable insurance companies to assess risks fairly, issue policies and reduce fraudulent claims, you agree that it is in the public interest that insurance companies share information about claims, as well as underwriting and credit records. You therefore waive your right to privacy (and the right of any person or entity who represents you) about the information you (or any person acting on your behalf) gave us for any insurance policy or claim that you made. You consent that we may disclose your information to any registered insurance company or its agent, and that it may be verified by any legitimate source.

12 Changes to your policy (endorsements)

We reserve the right to change your policy, including your premium, by giving you 30 days' notice to your last known or nominated address.

13 Limitations

We reserve the right to apply restrictions to your policy, by giving you 30 days' notice to your last known or nominated address. When a child dies, the maximum amount payable is as the law prescribes, and the same limit applies to disablement benefits.

14 Interest on claim payments

We will pay no interest on any amount that we owe for your policy.

15 Termination of your policy and benefits

Your policy and benefits will terminate:

- 15.1 on the date on which you ask to cancel your policy;
- 15.2 on the date we terminate your policy;
- 15.3 when you, the policyholder, die.

16 Premium payments and grace period

You have to pay all premiums in advance on the first day of each month for the duration of the policy term.

If you miss a premium, you will have a grace period of 30 days to pay it. But if we do not receive the premium for an insured person within the grace period, cover for that insured person will lapse and we will pay no benefits.

Section 3 – Insured events

We will pay you, your nominated beneficiary or your legal representative an amount shown in the policy schedule for a successful claim following any of the insured events listed below:

Main benefits

- 1 An accident resulting in your death or the death of any insured person specified in the policy schedule. Death must be a direct result of accidental bodily injury and must occur within 12 months after suffering the injury. The amount we have to pay will be according to the following table of insured benefits:

Table of insured benefits	
Description	Percentage (%) of insured amount payable
Accidental death	100%

The maximum percentage of the cover amount payable for one accident will not exceed 100%.

If you have more than one policy with us that covers accidental death, the maximum amount we will pay for one accident will not exceed R2 000 000 per policy and R700 000 per insured person.

Additional benefits

- 2 **Disappearance of an insured person**
If, during the period of insurance, you or any insured person disappears, and it is probable that you or the insured person has died or is legally declared dead by a court of law, we will pay the death benefit amount shown in the policy schedule. This benefit will be payable only after 12 consecutive months of the disappearance. If it is later found that you or the insured person is not dead, you must repay the death benefit to us.
- 3 **Bereavement expenses**
If, during the period of insurance, you or any insured person dies because of an accident, we will pay the amount stated in the policy schedule for bereavement expenses. The amount payable for this benefit is limited to 5% of the death benefit and we will pay it over and above the death benefit amount in the schedule.
- 4 **Repatriation cost**
If, during the period of insurance, you or any insured person dies because of an accident while abroad or in a different part of the country that would require the transfer of the deceased to a preferred location, we will pay the amount stated in the policy schedule for these repatriation expenses. The amount payable for this benefit is limited to 5% of the death benefit and we will pay it over and above the death benefit amount in the schedule.

Section 4 – Exclusions

- 1 We will not pay a benefit if:
 - 1.1 war, invasion, acts of foreign enemy, hostilities, warlike operations (whether war is declared or not), civil war, rebellion, revolution, mutiny, insurrection or military or usurped power, martial law or stage of siege caused an accident or death;
 - 1.2 any terrorist or member of a terrorist organisation, or purveyor of nuclear, chemical or biological weapons caused death directly or indirectly;
 - 1.3 an accident or death occurred while an insured person was on duty as a security guard or on duty at or underwent training with any military or police force, militia or paramilitary organisation;
 - 1.4 death was directly or indirectly caused by, arising or resulting from or traceable to any physical defect, condition or infirmity that existed before the accident;
 - 1.5 an injury resulted in death after 12 calendar months of suffering the injury;
 - 1.6 an accident or death occurred because an injured person committed a criminal or illegal act;
 - 1.7 an accident or death occurred while an insured person was riding a motorcycle, hang gliding, parachuting, mountaineering, big game hunting, or doing any other sport, whether in a professional capacity or not, or participated in pastimes involving exceptional risk of an accident;
 - 1.8 an accident or death occurred because an insured person travelled by air, except as a passenger on a legally licensed commercial aircraft;
 - 1.9 self-inflicted injury, suicide, or attempted suicide caused death;
 - 1.10 an accident or death occurred because of insanity or any acute and/or chronic psychiatric, psychological or emotional condition;
 - 1.11 an accident of death occurred because an insured person participated in any sport as a professional player;
 - 1.12 an accident or death occurred because of congenital abnormalities from which an insured person suffered at any time before the start date of this policy and any conditions arising or resulting from it;
 - 1.13 an accident of death occurred because an insured person:
 - 1.13.1 was under the influence of drugs and alcohol, unless these drugs were administered or prescribed and taken according to the direction of a medical practitioner who is not the insured person or a member of the insured person's family;
 - 1.13.2 drove a motor vehicle and had more than the legal limit of alcohol in his blood;
 - 1.14 an accident or death occurred because of underground exposure or use of explosives.
- 2 We will not be liable to pay for any loss arising out of this policy if you, other insured persons or your nominated beneficiaries fall under laws, regulations, an embargo or any other form of economic sanction that would prohibit us from giving the cover or even doing business with you or your nominated beneficiaries.