

## MFC Vehicle Finance Assurance

### General terms and conditions - V5

#### Your policy

Your MFC Vehicle Finance Assurance Policy is made up of the benefits you selected when you applied. We subsequently accepted your application. Your policy may be updated from time to time.

This document, together with the documents listed below, forms the basis of the contractual relationship between you (the policy owner) and us:

- The application you have completed.
- The Policy Schedule, together with the various attachments, which summarises the benefits that you have selected together with their specific terms and conditions.
- Any written correspondence that updates any of the above documents.

It is important that you read and understand these documents and that you make sure all the information supplied by you, or anyone acting on your behalf, is correct and complete. Incorrect information or failure to disclose any preexisting conditions may affect the validity of your policy and may result in your claim being rejected.

#### Entry Age limits

Minimum 18  
Maximum 64

#### Cover amount

The cover amount will always be equal to the outstanding vehicle loan amount, which means that it will decrease over the term of the policy.

The maximum amount payable by us will not exceed the initial cover amount or R1 000 000, whichever is the lesser. Any residual amount (or balloon payment) of the finance agreement will be covered only if the residual amount was included in the initial application.

You must notify us of any increase in the vehicle loan amount. If we are not notified of a change, the cover amount will be equal to the amount that we have on record.

#### Free full cover

You will receive free full cover for 60 days from the policy start date or until we receive the first premium (whichever happens first).

#### Policy Schedule

The important information in respect of the benefits provided under your policy is summarised in the Policy Schedule and includes the following:

- Summary of benefits – all benefits and the relevant cease age of each benefit are shown.
- Explanation of the cover amount.
- The monthly premium rates
- The fees and charges that are included in the monthly premium.

#### Premiums

The monthly premium is **R1,70 per R1 000,00** of the initial cover amount. The premium will remain level over the term of the policy and is shown in the Policy Schedule. Where the cover amount changes, the premium will be subject to the terms and conditions that apply at the time of the change.

The first premium is due on the first day of the month after the policy start date and thereafter on the first day of each month. Premiums are payable monthly in advance for the entire policy term, unless:

- The loan with Nedbank MFC is settled early;
- Nedbank MFC cancels the loan agreement because you did not meet your obligations under the loan agreement; or
- we have paid out the cover amount.

If any of the above events occur, the policy will end; no further premiums will be payable and no benefits will accrue to or will be due to you.

#### Charges included in the premium

We will pay commission fees equal to 7,5% of the monthly premium (excluding VAT) to Direct Independent Brokers.

#### Premium guarantee period

There is no premium guarantee period for this policy. This means that we may change the premium rates at any time during the term of your policy. You will be notified in writing of any such change to the premium rates at least three months before the new premium is due.

#### Non-payment of premiums

If the first premium is not collected on the due date as specified in the Policy Schedule, free cover will expire and you will not enjoy cover until the premium due has been received. If the missed premium is not received within one month from the policy start date, your policy will be considered as not taken up and, therefore, as cancelled.

Once you have paid the first premium non-payment of a maximum of two consecutive or five non-consecutive premium payments over the policy term are allowed. However, if you miss a third consecutive or a sixth non-consecutive premium payment, your policy will lapse.

#### Policy reinstatement

A policy may be reinstated provided that you have not missed more than five premium payments.

If reinstatement is due to unpaid premiums, no new waiting periods will apply. Once the policy has been reinstated, the number of premiums you have already missed will be added to the premium payments you miss in future.

However, if reinstatement is due to any other reason, new waiting and exclusion periods will apply from the reinstatement date.

#### Claiming under your policy

When an event arises that results in a claim under your policy, it is important for you to do the following:

- Give us written notification that includes the details of your policy and the event giving rise to the claim. Such notification must be made to us within 180 days of the event, otherwise we have the right not to consider the claim.
- Provide evidence of the claim event as we need it to determine



the admissibility thereof and the amount payable. Your claim will not be processed until all required forms are completed in full and all the information, including medical records, is supplied to us. We reserve the right to have you examined by a medical practitioner of our choice before admitting liability under any claim for disablement benefits.

We will not be liable for the costs of obtaining any information or evidence required from any person for the admission of a claim. We may call for further evidence to assess a claim.

Unless we agree otherwise, expert evidence must be submitted by registered medical practitioners who practice in South Africa. If you are outside the borders of South Africa, you will have to pay the cost of obtaining evidence.

Failure to comply with our requirements may result in a claim being cancelled.

We will not be liable for interest while requirements have not been met.

In the event of a dispute this policy document will be the sole point of reference and replaces any other documents or quotes that may have been provided.

### **Appeals and disputed claims**

If you challenge a decision relating to a claim for a benefit, such challenge must be lodged in writing within six months from the date of the claim repudiation for it to be reconsidered by us. Failure to do so may result in the forfeiture of any rights to potential benefits in respect of the disputed claim.

### **Fraud**

The policy, including all the benefits, will be cancelled should:

- a fraudulent claim be submitted;
- false information be given to obtain a benefit;
- a claim be made through fraudulent means or devices; and/or
- there be a deliberate and wilful conspiracy to cause an event that gives rise to a claim.

### **Beneficiaries**

You may not nominate beneficiaries to receive the proceeds from this policy, as it is a credit life policy. The benefits of the policy will be payable solely to the credit provider in respect of the outstanding credit amount in the event of a claim. Therefore, you will have no recourse or claim in respect of these proceeds.

### **Cessions**

Your policy may not be ceded.

### **Cash values**

Your policy will not acquire any cash values.

### **Policy loans**

No loans will be available against your policy.

### **Termination of policy**

This policy will end:

- when the vehicle finance loan account is closed; or
- when you die; or
- when you reach the age of 75; or
- if the policy lapses; or
- if the policy is cancelled by us or you; or
- when the full cover amount is paid.

### **Cancellations**

You may cancel your policy within 31 days after receiving the policy documents (this is known as the cooling-off period) by sending a written cancellation notice to us. When your policy is cancelled, we will refund any premiums paid, provided no claim has been made under any benefit.

After the cooling-off period you may cancel your policy at any time by giving us written notice. We will not refund premiums in the event of such cancellation.

Policies may be reinstated within six months of the cancellation date. Reinstatement and a new waiting period for the benefit will begin when we receive the next premium due on your MFC Vehicle Finance Assurance policy.

### **Absence from South Africa**

You must inform us before you leave South Africa, or if you are already outside South Africa, that you intend to be absent or have been absent for a continuous period of 90 days or more, except if such absence is solely due to a holiday. 'Holiday' excludes any period of employment, whether paid or unpaid.

If we are not informed of the above, we may decline any claim and the benefit may cease. If this happens, premiums will not be refunded.

When we are informed of the absence, we will be entitled to review the premium and apply altered terms and conditions to the benefit or cancel the benefit.

### **General exclusions**

We will not be obliged to make a payment in respect of any condition or event arising directly or indirectly from or traceable to:

- any preexisting condition; no benefit will be paid and all premiums paid will be forfeited if you die.
- your driving any vehicle while the concentration of alcohol in your blood exceeded the statutory limit then in force, or while you were under the influence (above the statutory limit) of alcohol or while you were under the influence of a drug having a narcotic effect, unless it was prescribed by a duly qualified and registered medical practitioner, or if you were affected by the intentional inhalation of fumes; or
- your committing any breach of criminal law; or
- your participation in airborne activities, except as a passenger flying solely for the purpose of transport in an aircraft with a valid certificate of airworthiness and flown by a pilot holding a valid licence; or
- your participation in any war, riot, strike, civil commotion or usurpation of power, or in military, naval, air-force or police action.

### **Paying the cover amount**

We agree and undertake to pay the cover amount, subject to the following:

- We may review the premium and policy benefits. Any changes will be lawful and are subject to three months' written notice to you and MFC.
- The information given by you must be true and accurate.
- You must comply with all the terms and conditions of this policy.
- We will not be liable for any arrear instalments, interest or penalties.
- if the amount of your benefit increases due to any subsequent request, the stipulation regarding preexisting conditions will also apply in respect of such increase.



## Currency and law

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

Your policy is subject to the laws and entrenched agreements governing the issue of life insurance in South Africa, and we reserve the right, at our sole and absolute discretion, to amend the terms hereof, including, but not limited to:

- the terms and conditions governing your policy;
- the rates and benefits applicable to your policy;
- the terms pertaining to the closure of the product itself; and
- to facilitate the administration of your policy in accordance with legislation or regulations promulgated or announced from time to time and market forces that influence the viability of the policy product. Any change that might occur will be subject to one month's notice.

## Waiver of conditions

No waiver of any of the terms, conditions and endorsements of this policy will be valid, unless made in writing and signed by one of our duly authorised officers. In addition, no act or omission by us or any of our officers, employees, directors or servants will be or will be deemed to be a representation on our behalf on which you or your beneficiaries, heirs, executors or assigns will be entitled to act.

## EXPLANATION OF TERMS

### Accident

An unforeseeable event that, in a violent, external and visible manner, independently of any other cause, directly causes an injury resulting in the insured life's death or disablement within 90 days of the event taking place.

### Cover amount

The initial cover amount is the vehicle finance amount on which the premium is calculated at inception. The cover amount will decrease over the policy term, assuming all instalments have been paid on time.

The maximum amount payable by Nedgroup Life will not exceed the initial cover amount or R1 000 000, whichever is the lesser. Any residual amount (or balloon payment) of the finance agreement will be covered only if the residual amount was included in the initial application.

### Event date

The date on which the illness manifested or injury took place that prevented the insured life from carrying out the duties of his own occupation.

## Policy start date

Your policy starts on the date we accept your application, as indicated in the Policy Schedule.

## Preexisting condition

Any condition, physical defect, illness, bodily injury or disability of which the insured life was aware and/or for which the insured life received medical advice or treatment during the 12 months before the first premium was received or before the date on which the first premium was received after any reinstatement.

## Retrenchment

The termination of the insured life's fulltime, permanent employment by his employer:

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

'Retrenchment' also includes 'redundancy' for the purposes of the policy. 'Redundant' or 'redundancy' means termination of the insured life's position by his employer as a result of the introduction of new technology or reorganisation of his employer's enterprise.

## We, us

Nedgroup Life.

## You, your

The policy owner/insured life.



## Benefit terms and conditions – Death benefit

This document highlights the specific terms and conditions in respect of the death benefit offered under your MFC Vehicle Finance Assurance policy. These benefit terms and conditions should be read in conjunction with the general terms and conditions associated with your policy.

### Purpose of the benefit

This benefit provides a lump sum equal to the insured outstanding balance on the vehicle loan account (excluding any arrear amounts), up to a maximum of R1 000 000.

### Insured lives covered under this benefit

The insured lives covered under this benefit are listed in the Policy Schedule.

### Cover amount payable in the event of a claim

The cover amount will be equal to the insured outstanding loan amount due by the borrower, not exceeding R1 000 000, at the date of the event giving rise to the claim, assuming all instalments have been paid on time.

### Premium payable for this benefit

The premium will be calculated on the initial loan amount and will remain level throughout the term of the policy.

Where the cover amount changes, the premium will be subject to the terms and conditions that apply at the time of the change.

### Termination of benefit

This benefit will end:

- if the vehicle loan account is closed; or
- if the full cover amount is paid when you die; or
- if the policy lapses; or
- if the policy is cancelled by us or you; or
- if you have chosen the comprehensive cover option and the full cover amount is paid when you suffer from a critical illness or become disabled; or

### Benefit exclusions

We will not be obliged to make a payment in respect of any claim arising directly or indirectly from or traceable to:

- Any preexisting condition.
- Your committing suicide within 12 months of:
  - o the date on which the first premium was received or the date on which the first premium was received after any reinstatement, in which case the cover will be terminated and no benefit will be payable; and
  - o any cover increase, in which case the increase will be reversed, with no benefit payable in respect of such increase.

## Claim requirements

Nedgroup Life, together with you or your representative, will complete all forms and give all details, assistance and proof that Nedgroup Life at its discretion may require for any claim. These forms will include, but are not limited to, the following:

- A certified copy of the death certificate.
- A certified copy of the valid identity document/card of the insured life.
- A claimant statement completed by a family member.
- A DHA-1663 form (notification of death).



## Benefit terms and conditions – Disability Benefit (Instalment Protection)

This benefit can be taken only if you have selected a death benefit. These terms and conditions must be read in conjunction with the general terms and conditions of your MFC Vehicle Protection plan.

### Purpose of the benefit

The purpose of this benefit is to pay the monthly instalment agreed on under the credit agreement, or a portion thereof if only a partial loss of income has been suffered, if you, as a result of illness or bodily injury, are prevented from earning your normal income from your own or any occupation for which you are reasonably suited for more than 30 days.

### Insured lives covered under this benefit

The insured lives covered under this benefit are listed in the Policy Schedule.

### Cover Amount payable in the event of a claim

If, before the policy anniversary preceding your 65th birthday and the expiry of the policy term, you, as a result of illness or bodily injury, are prevented from earning your normal income from your own or any similar occupation, we will pay out a lump sum amount, depending on the number of days you are disabled:

- One to seven days – one monthly instalment.
- Eight to twenty days – two monthly instalments.
- Twenty-one days and more – three monthly instalments.

Should you remain disabled for longer than 30 days, we will also pay the monthly instalment agreed on under the credit agreement, or a portion thereof if only a partial loss of income has been suffered, until:

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

All instalments will be paid as and when they fall due.

You must return to fulltime employment for a period of 12 consecutive months before another lump sum claim can be made.

Please note that there may be instances where the lump sum benefit will be paid out without the instalment benefit. An example would be where you recovered before the 30 day waiting period, but had met the requirements for the lump sum benefit.

If you are unemployed at the claims stage, you will qualify for this benefit if disability is a result of the loss of use of both hands and both feet and both eyes. If you are unemployed at the claims stage, a waiting period of six months from the date of the claim event will apply. You must ensure that premiums are paid in full during this period. On admission of liability all instalments that were due after the date of disablement will be paid.

We may, at our sole discretion, settle the claim by paying the cover amount as defined above should a disability claim arise and in instances we think that the disablement will be total and permanent. In this case no further disability benefits will be payable.

### Premium payable for this benefit

The premium rate payable for this benefit is shown in the Policy Schedule. Should the premium rate change, it will be subject to the terms and conditions that apply at the time of the change.

### Termination of benefit

This benefit will end:

- when the vehicle loan account is closed; or
- if the full cover amount is paid when you become disabled or suffer from a critical illness; or
- when you reach the age of 65; or
- when you die; or
- if the policy lapses; or
- if the policy or benefit is cancelled by us or you.

### Benefit exclusions

We will not be obliged to make payment in respect of any claim arising directly or indirectly from or traceable to:

#### • Preexisting conditions

No benefit will be paid and all premiums paid will be forfeited if you become disabled due to any preexisting condition.

#### • Disablement while unemployed

No benefit will be paid if you became disabled while you were unemployed for a period of more than six months, unless such disablement occurred as a result of –

- loss of use of –
  - o both hands or feet; or
  - o one hand and one foot; or
- total and irrecoverable loss of sight in both eyes; or
- total and irrecoverable loss of hearing in both ears; or

#### • Psychological disorders and psychiatric illnesses

No benefit will be paid for any claims pertaining to the diagnosis or symptoms of mental illnesses, or psychiatric or psychological disorders.

#### • Back and spinal conditions

A benefit will be paid only for the following back conditions or symptoms:

- Paraplegia.
- Quadriplegia.
- Malignant tumours of the spinal cord or vertebral column.
- Fractures of the spine.
- Autoimmune conditions affecting the spine.

#### • Pregnancy

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



## Claim requirements

The claim must be supported by proof of diagnosis from a registered medical practitioner and, where appropriate, clinical, radiological, histological and laboratory evidence should be submitted together with the claim.

Nedgroup Life, together with the insured life or the representative of the insured life, will complete such forms and give such details and assistance, and will furnish such proof in relation to any claim as Nedgroup Life at its discretion may require. These will include, but are not limited to the following:

- A confidential disability report by a registered medical practitioner for a supported claim.
- certified copy of the valid identity document/card of the insured life.
- A disability claim form, which must be completed by the claimant

Nedgroup Life reserves the right, in respect of all disability claims, to call for medical reports or an examination of any insured life who claims under the Disability benefit. During the claim payment period we will, from time to time, request the client to provide reports to reassess the disability condition.



## Benefit terms and conditions – Retrenchment Benefit

These terms and conditions must be read in conjunction with the general terms and conditions of your MFC Vehicle Finance Assurance policy.

### Purpose of the benefit

It is to pay the monthly instalments towards the vehicle loan account if you get retrenched and it leads to your unemployment, if no claim is being processed under any of the following:

- The instalment protection benefit.
- The critical illness benefit.

### Insured persons covered under this benefit

The insured persons covered under this benefit, as well as the list of their benefits and cover amounts, are in the policy schedule.

### Cover amount

We will pay the monthly instalment agreed on under the credit agreement for a maximum of six months or until:

- your loan expires or is repaid;
- you reach the age of 65 years;
- you return to full employment; or
- you die,

whichever happens first.

Benefit payments will remain the same until they are terminated.

A benefit is payable only if unemployment is due to retrenchment.

As part of the claim's assessment process, we will need evidence that your employer is entering a legitimate retrenchment process or company closure.

You must return to fulltime permanent employment for 12 consecutive months before you can claim for retrenchment again.

### Waiting period

A waiting period of three months will apply from the date we receive your first premium for the policy. We will not admit any claims for retrenchment if the retrenchment date falls within the waiting period.

### Premium payable

The initial premium rate payable is in the policy schedule. If the premium rate changes, it will be subject to the terms and conditions that apply at the time of the change. We will notify you in writing of any change to the premium rates at least three months before the new premium is due.

### Termination of benefit

The retrenchment benefit will end:

- when the vehicle loan account is closed;
- when you reach the age of 65;
- if you or we cancel the policy or benefit;
- when you retire from gainful employment;
- if we pay the full cover amount when you become disabled or suffer from a critical illness; or
- when you die.

### Benefit exclusions

We will pay no benefit if:

- you were aware of or had prior knowledge of a pending retrenchment programme by your employer three months before or at the time cover under this policy started;
- you were retrenched or first notified of your retrenchment during the waiting period of the policy;
- you had not been in fulltime permanent employment for 12 consecutive months right before you were retrenched;
- your work was seasonal, your fixed-term contract ended, or you finished the job you were specifically employed to do;
- you resigned, retired or accepted voluntary retrenchment;
- you were lawfully dismissed, including dismissed as a result of wilful misconduct that is in violation of some established, definite rule of conduct, a forbidden act, wilful negligence of duty or misconduct;
- you lost your job because of any illegal strike in which you took part or any lockout by your employer;
- you absconded from your job;
- you were self-employed or employed in a family business, a partner in a partnership, a member of a close corporation or a director of a company, or employed in the informal sector;
- an event of liquidation occurs within 12 months of the start of this policy;
- you retire or were retired; or
- you accept voluntary forfeiture of salary, wages or your employment income.

### Claim requirements

We, together with you or your representative, will complete the forms and give the details and assistance, and will give proof of any claim as we at our discretion may require. These will include, but are not limited to the following:

- A certified copy of your letter of retrenchment from your employer, stating the reasons for the job loss.
- A certified copy of your valid identity document or card.
- A retrenchment claim form, which you must complete.

For the purpose of this policy 'retrenchment' is defined as 'the termination of the insured person's fulltime permanent employment with their employer:

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

We retain the right to ask for documents to verify the authenticity and validity of the retrenchment, whether the documents are in the form of UIF and IRP5 certificates, bank statements, salary advices or any other form, and whether from you or the creditor or your retrenching employer or whoever else.





## Benefit Terms and conditions – Critical Illness benefit

These terms and conditions must be read in conjunction with the general terms and conditions of your MFC Vehicle Finance Assurance policy.

### Purpose of the benefit

This benefit provides a lump sum equal to the death benefit in the event that an insured life is diagnosed with any of the illnesses defined in the appendix below.

### Insured lives covered under this benefit

The insured lives covered under this benefit are provided in the Policy Schedule.

### Cover amount payable in the event of a claim

The cover amount payable in the event of a claim is defined as the insured amount that we have on record.

The full cover amount is payable on first diagnosis of one of the prescribed events that is unrelated to any previous critical illness diagnosed within the 12 months preceding the inception of your policy. This restriction applies to the first 12 months only.

Prescribed events:

- Aorta graft surgery
- Cancer
- Coma
- Coronary artery bypass surgery
- Heart attack
- Heart valve surgery
- Kidney failure
- Major burns
- Major-organ transplant
- Stroke

It is possible for more than one illness to occur from a related cause. In this situation we will admit only one claim. Our liability for this benefit is limited to the cover amount of the death benefit.

Each of the listed illnesses/occurrences must be diagnosed by a registered medical practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to Nedbank Insurance.

The prescribed events are explained in detail in the appendix.

### Premium payable for this benefit

Where the cover amount changes, the premium will be subject to the terms and conditions that apply at the time of the change.

### Termination of benefit

This benefit will end:

- when the vehicle loan account is closed; or
- when you reach the age of 65, or
- if the policy lapses; or
- if the policy is cancelled by us or you; or
- if the full cover amount is paid if you become disabled or suffer from a critical illness; or
- when you die.

### Benefit Exclusions

We will not be obliged to make a payment in respect of any condition or event arising directly or indirectly from or traceable to any preexisting condition.

### Claim requirements

Nedgroup Life, together with the insured life or the representative of the insured life, will complete all forms and give all details, assistance and proof that Nedgroup Life at its discretion may require for any claim. These will include, but are not limited to, the following:

- A diagnosis by a registered medical practitioner, where the claim in question is supported, where appropriate, by acceptable clinical, radiological, histological and laboratory evidence.
- A certified copy of the valid identity document/identity card of the insured life.
- A claimant's declaration for the critical illness

Nedgroup Life reserves the right to call for medical reports or an examination of any insured life who claims under the Critical Illness benefit.



## Appendix – Critical-illness events

For us to consider a claim it is essential that the condition diagnosed fully complies with the applicable definition set out in this appendix.

### Aorta graft surgery

This is the undergoing of surgery to the thoracic or abdominal aorta involving excision of a portion of the diseased aorta and replacement thereof with a graft. The following are excluded from this definition:

- Any other surgical procedure, for example the insertion of stents or endovascular/keyhole repair.
- Surgery to the branches of the thoracic and abdominal aortas.

### Cancer

This refers to a malignant tumour positively diagnosed, with histological confirmation, and characterised by the uncontrolled growth of malignant cells and the invasion of tissue. The term 'malignant tumour' includes leukaemia, lymphoma and sarcoma.

The following conditions are excluded from this definition:

- All cancers in situ and all premalignant conditions.
- All tumours of the prostate, except those histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- All skin cancers, other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of the skin).

The following conditions are included in this definition:

- Chronic lymphocytic leukaemia (stage 0 or 1).
- Hairy-cell leukaemia.
- Hodgkin's/Non-Hodgkin's lymphoma (stage 1 on the Ann Arbor classification system).

### Coma

This is a state of unconsciousness, defined by a Glasgow Scale score of 6 or less, that necessitates the use of a ventilator for a period of at least 96 hours and results in a permanent inability to perform three or more basic ADLs independently and persists for at least six months. Comas that are medically induced or result directly from alcohol or drug abuse are excluded.

### Coronary artery bypass surgery

Coronary artery bypass surgery, also called heart bypass or bypass surgery, is a surgical procedure performed to relieve chest pain and reduce the risk of death from heart disease. The undergoing of surgery is to correct the narrowing of, or a blockage in, one or more coronary arteries by means of a bypass graft.

Arteries or veins from elsewhere in the patient's body (most commonly the leg) are joined to the coronary arteries of the heart to bypass the narrowings of the affected or diseased arteries. This improves the blood supply and circulation to the heart muscle. The terms 'single bypass', 'double bypass', 'triple bypass', 'quadruple bypass' and 'quintuple bypass' refer to the number of coronary arteries bypassed in the procedure.

This surgery is usually performed while the heart is stopped, necessitating the use of highly specialised theatre equipment to keep the heart and the lungs working during the course of the operation.

This excludes non-surgical techniques, such as angioplasty, laser treatment or other non-surgical procedures.

### Heart attack

This is the death of the heart muscle due to inadequate blood supply, as evidenced by all three of the following criteria:

- Compatible clinical symptoms.
- Characteristic ECG changes, which can be either of the following –
  - new pathological Q-waves as defined hereafter; or
  - ST segment and T-wave changes indicative of myocardial injury, as defined hereafter, but only when accompanied by raised cardiac markers as described below.
- Raised cardiac markers, which include the following –
  - trop T > 0,5 ng/ml or trop I > 0,25 ng/ml;
  - CK-MB mass raised above the normal reference values; or
  - total CPK elevation of more than twice normal values, with at least 6% being CK-MB.

The evidence must show a definite acute myocardial infarction. Other acute coronary syndromes, including angina, are not covered by the above definition.

Definitions of ECG changes.

ECG changes indicative of myocardial ischaemia that may progress to myocardial infarction:

- Patients with ST segment elevation –
  - New or presumed new ST segment elevation at the J-point in two or more contiguous leads with cutoff points greater than or equal to 0,2 mV in lead V1, V2 or V3 and greater than or equal to 0,1 mV in other leads.
  - Contiguity in the frontal plane, as defined by the lead sequence AVL, I and II, AVF, III (ref 1).

- Patients without ST segment elevation –
  - ST segment depression of at least 0,1 mV.
  - T-wave abnormalities only (ref 1).

Definition of new pathological Q-waves:

- Any new Q-wave in leads V1 to V3.
- A Q-wave greater than or equal to 40 ms (0,04 s) in leads I, II, AVL, AVF, V4, V5 or V6.
- The Q-wave changes must be present in any two contiguous leads and be greater than or equal to 1mm in depth (ref 1).
- The appearance of a new complete bundle branch block.

### Open-heart valve surgery

This is heart valve surgery where the breastbone is divided for the purpose of replacing or repairing one or more heart valves. The surgery must be performed by a cardiothoracic surgeon and supported by a full surgical report.



### **End-stage kidney failure**

This is end-stage chronic irreversible failure of both kidneys, as a result of which regular renal dialysis is necessary. Kidney failure as a result of alcohol abuse is excluded.

### **Major burns (at least 20%)**

These are third-degree, full thickness burns covering at least 20% of the body surface area. The burns must be confirmed by a specialist and supported by specific results using the Loud and Browder chart or equivalent burn area calculators.

### **Major-organ transplant**

This is when the insured life undergoes a transplant of one of the following complete organs:

- The heart.
- A lung.
- The liver.
- A kidney.
- The pancreas (excluding the transplantation of the islets of Langerhans only).
- Bone marrow.

The undergoing of organ transplant as a result of alcohol or drug abuse is excluded.

### **Stroke**

This is the death of brain tissue due to inadequate blood supply or haemorrhage in the skull that results in residual permanent neurological deficit lasting longer than 24 hours, confirmed through neuroimaging investigation and appropriate clinical findings by a specialist neurologist.

Permanent neurological impairment should be confirmed by a specialist neurological examination at least three months after the event, and should confirm a whole-person impairment (WPI) of more than 1%.

WPI figures are calculated in accordance with the latest edition of the American Medical Association Guides to the Evaluation of Permanent Impairment.

For the above definition the following are not covered:

- Transient ischaemic attack.
- Vascular disease affecting the eye or the optic nerve.
- Migraine and vestibular disorders.
- Traumatic injury to brain tissue or blood vessels.

Furthermore, the benefit would be payable if the insured life cannot function independently, as measured by:

- the inability to perform six or more advanced activities of daily living (ADLs); or
- a WPI of 21% to 35%.



## IMPORTANT NOTICE AND CONTACT INFORMATION

### 1 The insurer

Name: Nedgroup Life Assurance Company Limited Reg No 1993/00102/06  
Postal address: PO Box 149175, East End, 4018  
Physical address: Nedbank Park Square Campus, 9 Park Avenue, Umhlanga Rocks, 4320  
Tel: 0860 333 111  
Fax : 0860 065 435  
Email: clientservices@nedgrouplife.co.za

Nedgroup Life Assurance Company Limited (Nedgroup Life) is a registered insurance company and an authorised financial services provider (licence number FSP 40915). Nedgroup Life is a wholly owned subsidiary of Nedbank Group Limited.

### 2 Regulatory compliance

Nedgroup Life is a member of Asisa and subscribes to the applicable Asisa codes and standards. For any compliance or regulatory matters about the Financial Advisory and Intermediary Services (FAIS) Act, 37 of 2002, or any other applicable legislation, you can contact our compliance officer or public officer:

#### Compliance officer

Tel: 031 820 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 Nedgroup Life has adopted and implemented a conflict of interest policy, which is on our website at nedbank/insurance.co.za. Should you not have access to the internet, phone our Client Services Contact Centre on 0860 333 111 for a copy.

### 3 Protection of personal information

Your privacy is very important to us. Therefore we will take all reasonable steps to ensure that your information, including the your personal information (for example your name, physical address, identification number or phone number) that you have given us or that we have collected from third parties is processed, transferred and stored in a secure manner.

But we may process your personal information (as defined in section 1 of the Protection of Personal Information Act, which may sometimes change), including your fingerprints, biometrics, personal identification details, photographs and identity verification to provide you with financial services and to detect and prevent fraud and money laundering.

We may also send your personal information to third parties (to provide you with financial services) and to foreign countries (if necessary) by electronic or other means for processing. You understand that these countries may not have specific data privacy laws and if that is the case, we will enter into appropriate confidentiality agreements with these service providers.

### 4 Information Regulator

If you have a complaint about information privacy that has not been resolved to your satisfaction, you can refer the matter to the Information Regulator.

Postal Address: PO Box 31533, Braamfontein, Johannesburg, 2017  
Email: Complaints.IR@justice.gov.za

### 5 Claims procedure

If you have a claim under your policy, you must notify the Claims Department immediately on:

Tel: 0860 333 111  
Fax: 0860 065 437  
Email: claims@nedgrouplife.co.za

### 6 Complaints procedure

We recommend that you take the following steps:

First try to resolve the problem by contacting our Nedbank Insurance Contact Centre:  
Tel: 0860 333 111  
Fax: 0860 065 437  
Email: clientservices@nedgrouplife.co.za

If you are still not satisfied, escalate the complaint to the complaints resolution officer:

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

Complaints must, if possible, be made in writing. We will acknowledge that we have received your complaint within three working days. The complaints resolution officer then has 20 working days to resolve the complaint, and will notify you in writing of the outcome.

If a complaint is resolved in your favour, we will offer an appropriate redress. If it is not resolved in your favour, we will tell you why in writing and give you the details of the Ombudsman for Long-term Insurance if you want to take the matter further.



## **7 Ombudsman for Long-term Insurance**

If you need advice about claim complaints or any other matter that has not been resolved, you can contact the Ombudsman for Long-term Insurance.

Postal address: Private Bag X45, Claremont, 7735  
Tel: 0860 103 236  
Fax: 021 674 0951  
Website: [info@ombud.co.za](mailto:info@ombud.co.za)

## **8 FAIS Ombudsman**

If a complaint about advice or intermediary services that you have received is not resolved within six weeks, or if you are not satisfied with the outcome, you can refer the matter to the FAIS Ombudsman:

Postal address: PO Box 74571, Lynnwood Ridge, 0040  
Tel: 012 470 9080  
Fax: 0860 324 766  
Website: [www.faisombud.co.za](http://www.faisombud.co.za)