

## Nedbank Insurance Loan Protection Assurance

### General terms and conditions

#### Your policy

Your Loan Protection Assurance policy is made up of a selection of benefits you chose when you applied for the policy. 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 and us:

- The application you have completed.
- The Policy Schedule, together with the various attachments, which summarises the benefits 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. You have a period of 31 days from receipt of your document to make sure all the information supplied by you, or anyone acting on your behalf, is correct. Incorrect information may affect the validity of your policy.

#### Age limits

Minimum entry age :	18
Maximum entry age :	65

#### Interpretation

- The term 'advisors' includes insurance sales agents, financial planners, bankers and call centre agents.
- References throughout the policy and schedules to the masculine will include the feminine and the singular will include the plural where appropriate, and vice versa.

#### Term

The term of the Loan Protection Assurance is the same as the term of the loan, which can be between five and thirty years, and is subject to the age limits for each benefit as contained in this document. The term will be stated in your Policy Schedule.

#### Cover amount

The aggregated cover amount of all Loan Protection Assurance policies held with us may not exceed the registered amount of the home loan or R2 500 000, whichever is lower.

This is subject to change at our discretion. The cover amount will be the sum insured on our system at the date of the event giving rise to a claim under the policy. The policy owner must notify us of any changes to the registered home loan amount. If we are not notified of a change, the cover amount will be equal to the amount that we have on record. If the cover amount is greater than the registered amount of the home loan, Nedbank Insurance will refund the portion of the premiums paid that pertain to the excess cover.

### 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 are listed, and the cease age of each benefit is shown;
- value of the cover amount;
- the premium; and
- the fees and charges that are included in the premium.

#### Policy start date

Your policy start date is indicated in the Policy Schedule and is the date from which you will be covered for all benefits chosen. The waiting period for preexisting conditions will start on this date [refer to the terms and conditions for the Death and Disability benefits (if chosen) for a full explanation of the preexisting conditions].

#### Free cover

We will grant you up to three months' free interim cover in respect of accidental death to allow for the home loan to be registered. This cover will commence on the start date of this policy and will be subject to the terms and conditions of this policy. If the home loan is not registered within three months, the free cover will expire. We will, however, allow you a further six months for the registration of the home loan, but without cover. If the home loan is not registered and the first premium not paid within nine months of the start date of this policy, this policy will lapse.

If your home loan is registered and you wish to have full cover during the free cover period, you can request for your premiums to start before this free cover period ends.

#### Premiums

The premium payable for your Loan Protection Assurance policy is based on the cover amounts for the benefits you have chosen. These details are shown in the Policy Schedule and the premiums must be paid on the agreed dates. The premium payable is not level or guaranteed and will be reviewed and amended by us:

- annually in the birthday month of the first insured life;
- if the cover amount or any of the terms of the policy are amended; and
- on the advice of our actuary to reflect the claims, economic and overall experience of the product. In this case we will give you one month's notice.

The premium recalculation will be based on, among other things, the amount and term of cover required and/or your age, gender, and socioeconomic rating factors.

If your date of birth is misstated, the amount payable under this policy will be adjusted based on the correct date of birth. If the correct date of birth has not been provided, the onus will be on the claimant to produce satisfactory proof of the correct date.

#### Premium payments

All premiums are payable monthly in advance on the first day of each month. Premiums are payable for the duration of the policy term and a grace period of one month is allowed for the payment of each premium.



- **Non-payment of premiums**

- **First premium**

If the first premium is not collected within three months of the policy start date, your free accidental-death cover will fall away and you will not have cover until the premium due has been received. If the premium is not received within a further six months, your policy will be considered as not taken up and, therefore, as lapsed.

- **Second and subsequent premiums**

For the second and subsequent premiums a grace period of one calendar month will be allowed for the payment of a missed premium. If the premium is not paid within the grace period, this policy will lapse and become void.

We will inform you if we have not received the premium on the due date.

If a policy lapses, we will cancel the policy and all benefits will be terminated immediately.

### **Policy reinstatement**

You may reinstate your policy if it has lapsed in the previous six months. More than one reinstatement is allowed, but a new waiting period for preexisting conditions for each of the benefits will begin from the next successful premium collection or from the reinstatement date if the immediate-reinstatement option is chosen. If the immediate-reinstatement option is chosen, a pro rata premium will be added to the next monthly premium.

### **Alterations to the policy**

You may increase or decrease the cover amount subject to the following conditions:

- All exclusions and preexisting-conditions clauses will apply to any increases of the cover amount with effect from the date of such increase.
- The Disability benefit will be increased or decreased based on the cover amount and original term of the policy.
- The term of the policy may not be extended.
- All alterations must be approved by the cessionary.

### **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 you 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 are liable for 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.

### **Joint cover**

In cases where two lives are covered on the same policy, the following rules will apply:

- All communication will be sent to the selected address provided by you.
- One life **may** be removed from a joint-life policy, which will then revert to a single-life policy. In such instances the premium will be recalculated based on the remaining insured life's rating factors.
- A second life cannot be added to an existing single-life policy. If a joint-life policy is required, the single-life policy must be cancelled, and a new policy taken out. Alternatively, a second single-life policy can be taken out.

### **Claims on joint cover**

- A claim may be submitted for any of the insured lives. If both lives die or become disabled in the same event or in separate events during the same period, the cover amount payable will not be doubled. The maximum cover amount payable will be equal to the home loan amount we have on record at the time of the claim.
- Cover for both lives will cease on:
  - the payment of a full lump sum amount if any of the insured lives are permanently disabled (if the Disability option was taken).
  - the expiry of the loan (or the repayment thereof); or
  - a death claim.
- Where a claim has been paid on one life and the remaining life needs cover, he should apply for a new policy with new exclusions.
- Where a claim on the first life has been repudiated, the second life will be allowed to continue with the policy without restarting waiting periods. The premium will be adjusted to cover the remaining life.

### **Payment of the benefits under your policy**

All claim amounts are paid into the home loan account that we have on record. The benefits of this policy will be payable solely to the credit provider in respect of the outstanding credit amount in the event of a claim. The insured life will therefore have no recourse or claim in respect of these proceeds.

### **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**

Your 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; or
- there be a deliberate and willful conspiracy to cause an event that gives rise to a claim.



## Beneficiaries

No beneficiaries may be nominated to receive the proceeds from your policy, as it is a credit life policy.

## Dormant home loan

If the underlying home loan has been dormant for longer than three years, we reserve the right to terminate this policy. We will inform you one month before this policy is terminated.

## 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.

## Cash values

Your policy will not acquire any cash values.

## Policy loans

No loans will be available against your policy.

## Incontestability

Statements made in the application (including subsequent written statements) will be incontestable unless fraudulent, erroneous as to the date of birth or of such a nature as to be likely to have materially affected the assessment of the risk or premium.

## Termination of your policy

Your policy will end:

- when the home loan account is closed; or
- if the full cover amount is paid when you die or become disabled; 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 term of the policy expires.

## 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. The cancellation must be approved by the cessionary. If you cancel this policy, you will be entitled to a premium refund, if applicable, provided that you have not claimed under this policy.

Nedgroup Life reserves the right to waive any of the requirements under any of the clauses in this policy, so long as it doesn't prejudice your eligibility to benefits under this policy. This condition may be applied differently to the various Nedgroup Life products.

## General exclusions

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

- 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 where 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; or
- intentional self-inflicted injury, suicide or suicide attempt in the first 12 months of the policy by the insured life.

No benefit will be paid if you commit suicide within 12 months of:

- 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
- any cover increase, in which case the increase will be reversed, with no benefit payable in respect of such increase.

## Restrictions on liability

Where applicable, any Disability benefit paid in terms of this policy will be subject to the limitations of the disability benefit agreements entered into by member offices of the Association for Savings and Investment South Africa (ASISA).

## 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 and
- the terms pertaining to the closure of the product itself 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.



## General

- The policy will not be binding until the first premium has been paid.
- No provisions or conditions of the policy may be waived or modified except by an endorsement signed by one of our authorised officials.
- If we determine that you or any other party claiming any benefits under this policy has used any fraudulent means or basis in connection with the submission of any claim, we will reject the claim and the policy will cease and all benefits and premiums previously paid will be forfeited.

## Definitions of terms used in this policy

### 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.

### Cease age

The age at which a specific benefit will come to an end.

### Insured life

A person whose life or health is insured under a contract of insurance.

### Nedgroup Life Assurance

The underwriter of this plan, Nedgroup Life Assurance Company Limited, a member of Nedbank Group.

### Policy anniversary

The anniversary of your the policy is every 12 months from the policy issue.

### Policy owner

The person(s) who enter(s) into the policy contract with us for the benefit(s) purchased and who own(s) all the benefits in respect of your policy.

Your rights, entitlements and obligations include, but are not limited to:

- requesting changes to the existing benefit(s) and the addition or removal of benefits; and
- the payment of premiums.

### Policy start date

The date when all requirements have been met.

### Pre-existing 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.

## Premium guarantee period

The premium guarantee period is the period during which premiums will remain unchanged, provided there is no change to the benefit(s).

## Premium payer

The premium payer pays the monthly premiums of the policy contract from his credit card account. Under this plan the insured life and the premium payer is the same person.

## Repudiated claim

This is a claim that is not valid and will therefore not be paid out due to, but not limited to, insufficient evidence, arrear premiums, policy exclusions or an event not linked to the policy benefits.

**We, us, our** Nedbank Insurance.

**You, your** The policy owner or 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 Nedbank Insurance Loan Protection Assurance policy. These benefit terms and conditions should be read in conjunction with the general terms and conditions associated with your Nedbank Insurance Loan Protection Assurance policy.

### **Purpose of the benefit**

The Death benefit pays a lump sum equal to the cover amount when you die.

### **Insured lives covered under this benefit**

The insured lives covered under this benefit, as well as their cover amounts, are listed in the Policy Schedule.

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

The cover amount that we have on record on the date the insured life dies is the amount payable.

### **Cover amount limits**

The aggregated cover amount of all Loan Protection Assurance policies held with us may not exceed the registered amount of the home loan or R2 500 000, whichever is lower. This is subject to change at our discretion. The cover amount will be the sum insured on our system at the date of the event giving rise to a claim under your policy. The policy owner must notify us of any changes to the registered home loan amount. If we are not notified of a change, the cover amount will be equal to the amount that we have on record.

If the cover amount is greater than the registered amount of the home loan, we will refund the portion of the premiums paid that pertain to the excess cover.

### **Preexisting conditions**

No benefit will be paid and all premiums paid will be forfeited if you die within 12 months of the first premium payment date due to any condition, physical defect, illness, bodily injury or disability of which you were aware and/or for which you received medical advice or treatment during the 12 months before the first premium payment date, or the first premium payment date following any reinstatement or benefit increase.

### **Termination of benefit**

This benefit will end:

- when the home loan account is closed; or
- if the full cover amount is paid 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.

## **Claim requirements**

We will require evidence of the claim to determine its admissibility and the amount payable. We and your representative will complete all the forms, give all details and assistance, and furnish all proof in relation to any claim that we at our discretion may require.

The claim will not be processed until the forms are completed in full and all the information, including medical records, has been supplied to us. These will include, but are not limited to, the following:

- A certified copy of your death certificate.
- A certified copy of your valid identity card/document.
- A claimant statement, completed by a family member.



## Benefit terms and conditions – Disability

This benefit can be taken only if you have selected the Death benefit. These terms and conditions must be read in conjunction with the Death benefit terms and conditions and the general terms and conditions associated with your Loan Protection Assurance policy.

### Purpose of the benefit

If you become disabled before your 65th birthday and the expiry of the term, this benefit will pay the cover amount as determined at the date of disablement. The cover amount will be the value that Nedbank Insurance has on record. This will be the initial cover amount adjusted for any alterations during the life of the policy.

The Disability benefit will cover:

- 1 Occupational disablement: Injuries to or illness of the insured life that result in his permanent disablement for a continuous period of more than six calendar months and leave him unable to carry out the duties of his own occupation or any other that he may reasonably expect to follow having regard to his education, training, knowledge, ability and age.
- 2 Physical disablement: Accidental bodily injury sustained after the start date and resulting in:
  - 2.1 Loss by physical separation at or above the wrist or ankle of:
    - both hands or feet; or
    - one hand and one foot.
  - 2.2 Total and irrecoverable loss of sight in both eyes.
  - 2.3 Confinement to home under medical supervision or to a hospital or similar institution.
  - 2.4 The inability to perform a number of activities of daily living (ie bathing, going to the toilet, etc) without the assistance of a third party.

### Age limits

Minimum entry age: 18  
Maximum entry age: 54

### Please note:

- The term 'loss' will be deemed to include permanent loss of use.
- A deferred period of six months from the claim event date will apply to determine permanence of disability before a claim is paid. The deferred period is calculated from the date of the insured life's absence from work or from when a self-employed insured life is unable to fulfil the duties of his own occupation. During this period the policy owner should continue to pay premiums.

### Termination of benefit

This benefit will end:

- when the loan expires (or is repaid); or
- when you reach the age of 65; or
- when the term of the policy expires; or
- if the policy lapses; or
- if the policy is cancelled by us or you; or
- when you die.

### Exclusions

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

- **Preexisting conditions**

No benefit will be paid and all premiums paid will be forfeited if you become disabled due to any condition, physical defect, illness, bodily injury or disability of which you were aware and/or for which you received medical advice or treatment during the 12 months before the date on which the first premium was received, or the date on which the first premium was received after any reinstatement. This exclusion will apply for the term of the policy.

If the amount of your benefit increases due to any subsequent request, the aforementioned stipulation will also apply in respect of such increase.

- **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**

Neither pregnancy nor confinement due to the birth of a child means illness or bodily injury for the purposes of this benefit.

No benefit will be paid for occupational disablement where you have not been in continuous employment for six months immediately preceding the disablement.

If you are self-employed, you must have actively performed the duties of your own occupation for a period of at least 12 consecutive months prior to your disability application.

No benefit will be paid if you are retired.

Unemployed persons will qualify for Disability benefits under the physical disability definition only.



## Claim requirements

We will require evidence of the claim to determine its admissibility and the amount payable. We and you or your representatives will complete all the forms, give all the details and assistance, and furnish all proof in relation to any claim that we at our discretion may require. The claim will not be processed until the forms are completed in full and all the information, including medical records, has been supplied to us. These will include, but are not limited to, the following:

- A disability claim form.
- A certified copy of your valid identity card/document.
- A medical report by a medical practitioner.
- A statement of the home loan account, stating the account number, registered home loan amount, interest rate, instalment and remaining payment period.
- Any diagnostic reports, eg CT scans, MRI scans, blood results or functional capacity assessments.

We reserve the right to call for your medical reports or for you to undergo an examination if you claim under the Instalment Protector benefit. All additional reports and examinations (eg second-opinions reports) will be for our account.



## 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@nedbankinsurance.co.za

Nedgroup Life Assurance Company Limited (Nedgroup Life) is a registered insurance company and an authorised financial services provider (licence number FSP40915). 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 Insurance has adopted and implemented a conflict of interest policy, which is on our website [nedbank/insurance.co.za](http://nedbank/insurance.co.za). If you do 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 we process, transfer and store your information, including 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, 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@nedbankinsurance.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@nedbankinsurance.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)

## **9 Unclaimed benefits**

If there are unclaimed assets under your policy, we will take all reasonable steps to contact you or your beneficiaries, including a thorough search of all internal client databases. We will also use the information and services provided by compilers of external databases or tracing agencies if necessary. It is your responsibility to ensure that your contact information is up to date.

If the tracing attempt is unsuccessful, we may charge any reasonable market-related administrative and tracing costs against the unclaimed assets. We may terminate the tracing if the value of your policy is less than R1 000 and the costs of tracing exceed the benefit.

We will pay out all valid claims against these unclaimed assets in line with the Association for Savings and Investment South Africa (Asisa) standard on unclaimed benefits, which is available on their website at [asisa.org.za](http://asisa.org.za).