

Bayport Personal Accident Insurance Policy

1. A summary of how this insurance policy works

This part is a summary. You must read the whole document to get the information you need.

Your policy schedule shows you:

- **The people that are covered on your policy**
They are called the *insured people*. You are called the *main insured person* on your policy. Go to page 7 to understand who can be *insured people* on this policy.
- **The benefits under this policy and who the *insured people* are for each benefit**
“Benefit” means the type of insurance (e.g. “Accidental Death Benefit”) and the *benefit amount* for that insurance. Go to page 2 to understand the benefit.
- **The amount that we will pay for each benefit if an *insured person* dies or becomes disabled as a result of an *accident*.**
This is called the *benefit amount*. We will only pay the *benefit amount* if there is a *valid claim*.
- **How much you must pay to us each month to make sure your policy continues**
You must pay the full *total amount* that is in *your policy schedule* to make sure your policy does not stop. The *total amount* is made up of:
 - The *premium* for the benefits you have chosen and the *insured people* you have covered on your policy. The amount of the *premium* depends on what benefits and *benefit amounts* you choose.
 - The policy fee, which is an extra amount you must pay with your *premium* every month.
- **The person who we pay the *benefit amount* to if you die**
This person is called the *beneficiary*.

How to start your policy

This policy starts on the *policy start date* that is in *your policy schedule*, provided that:

- we agree to accept your application for this policy; and
- you pay the first *total amount*.

How to make a claim

If an *insured person* other than you dies as a result of an *accident*, or if you or another *insured person* becomes disabled as a result of an *accident*, you must fill out a form to ask us to pay a benefit under this insurance. If you die as a result of an *accident*, your *beneficiary* or your *estate's executor* must fill out a form to ask us to pay a benefit under this insurance. This is called ‘making a claim’. We will only pay a *benefit amount* if you, your *beneficiary*, or your *estate's executor* contacts us and makes a *valid claim* after an *insured person* dies or becomes disabled as a result of an *accident*. Go to the Information Page on page 16 to find out how you or your *beneficiary* must contact us.

If an *insured person* other than you dies as a result of an *accident* or you or another *insured person* becomes disabled as a result of an *accident*, we will pay the *benefit amount* to you. If you die as a result of an *accident*, we will pay the *benefit amount* to the *beneficiary* or your *estate's executor*. We do not pay back any amount you have paid us if there is no claim on this policy.

We will tell you, your *beneficiary* or your *estate's executor* what other documents and information to give to us when you, your *beneficiary* or your *estate's executor* make a claim. We must receive these documents and information before we can decide if we will pay the *benefit amount* to you or your *beneficiary*.

There are certain times when we will not pay a benefit if an *insured person* dies or becomes disabled as a result of an *accident*. For details about when we will not pay, go to page 6.

How to contact us

Go to the Information Page on page 16 to see how to contact *us*. *You* can contact *us* if *you* need to do any of the following:

- **Ask a question** if there is something about the policy that *you* do not understand
- **Make a claim**
- **Make a complaint** (go to the Information Page on page 16 to find out how to take a complaint further)
- **Make changes to *your* policy**, for example:
 - add or remove a benefit
 - change the *benefit amount*
 - change the *insured people*
 - change the *beneficiary*.
- **Stop *your* policy**

2. What you must give us

Correct and complete information

You must make sure that *you* give *us* complete and correct details at all times, for example:

- When *you* apply for this policy
- When *you* make changes to *your* policy
- When *you* make a claim

You may not give us untrue information or mislead us. If *you* do not give *us* information that is true and correct or if *you* try to mislead *us* in any way with any information that *you* give *us*, we may do one or more of the following:

- refuse to pay any *benefit amount* to *you*.
- stop the policy from any date *we* choose.
- stop the policy from the *policy start date*. If *we* stop the policy from the *policy start date*, *we* might not pay back anything *you* have paid to *us*.
- demand that *you* pay back any amount that *we* paid to *you* under this policy.

We have the right to take legal action against *you*, *your beneficiary* or *your executor* to get back any amount *we* pay and any legal costs.

If your personal details change

If there are any changes to the details that *you* gave *us* when *you* applied for the policy, *you* must let *us* know of the changes within 30 days of that change happening. If *you* do not tell *us* about a change to the original details that *you* gave *us*, *we* might not pay a benefit when *you* claim or *we* might stop this policy.

Go to the Information Page on page 16 to see how *you* can contact *us*.

3. The benefits for this policy

Accidental Death Benefit

We will pay the *benefit amount* if an *insured person* covered by this benefit dies because of an *accident*.

The “Accidental Death Benefit” section in the *policy schedule* shows:

- the details of the *insured people* that are covered by this benefit;
- the *benefit amount* for each *insured person* covered by this benefit;
- the *benefit start date* for each *insured person* covered by this benefit; and
- the monthly *premium* for each *insured person* covered by this benefit.

Accidental Disability Benefit

We will pay a percentage of the *benefit amount* if an *insured person* for this benefit becomes disabled because of an *accident*. The percentage that we will pay depends on the way that the *insured person* is disabled. The table below shows the percentage of the *benefit amount* we pay for each type of *accidental disability*. We will only pay if the *insured person* is disabled in one of these ways.

Type of Accidental Disability	Percentage of <i>benefit amount</i> paid
Permanent and total loss of use of 2 limbs above the knee or elbow	100%
Permanent and total loss of use of 1 limbs above the knee or elbow	50%
Permanent and total loss of use of 2 hands or 2 feet (with radiological proof)	100%
Permanent and total loss of use of 1 hand or 1 foot (with radiological proof)	50%
Permanent and total loss of sight in 2 eyes (with proof from an Ophthalmologist)	100%
Permanent and total loss of sight in 1 eye (with proof from an Ophthalmologist)	50%
Permanent and total loss of hearing in 2 ears (with proof from audiometric tests)	100%
Permanent and total loss of hearing in 1 ear (with proof from audiometric tests)	25%
Permanent and total loss of speech (with proof from a speech therapist)	100%
Loss of 4 fingers on 1 hand	25%
Loss of the whole thumb on 1 hand	25%
Loss of the whole index finger on 1 hand	10%
Loss of the whole great toe on 1 foot	25%

The “Accidental Disability Benefit” section in the *policy schedule* shows:

- the details of the *insured people* that are covered by this benefit;
- the maximum *benefit amount* that we pay for each *insured person* if there is a valid claim;
- the *benefit start date* for each *insured person* covered by this benefit; and
- the monthly *premium* for each *insured person* covered by this benefit.

The Motor Vehicle Accident Benefit

We will pay an amount if an *insured person* for this benefit dies or becomes disabled because of a *road accident* while the *insured person* is the driver or passenger in a *private passenger vehicle* in South Africa on a South African *public holiday*.

The amount we will pay is the same as the amount we pay for the “Accidental Death Benefit” or the “Accidental Disability Benefit”.

The “Motor Vehicle Accident Benefit” section in the *policy schedule* shows:

- the details of the *insured people* that are covered by this benefit;
- the maximum *benefit amount* that we pay for each *insured person* if there is a *valid claim*;
- the *benefit start date* for each *insured person* covered by this benefit; and
- the monthly *premium* for each *insured person* covered by this benefit.

The Seatbelt Benefit

We will pay the *benefit amount* if an *insured person* becomes disabled because of a *road accident* while the *insured person* is the driver or passenger in a *private passenger vehicle*. This *benefit amount* will only be paid if the *insured person* is wearing their seatbelt when the *accident* happens.

The amount we will pay is half the amount we pay for the “Accidental Disability Benefit”.

The “Seatbelt Benefit” section in the *policy schedule* shows:

- the details of the *insured people* that are covered by this benefit;
- the maximum *benefit amount* that we pay for each *insured person* if there is a *valid claim*;
- the *benefit start date* for each *insured person* covered by this benefit; and
- the monthly *premium* for each *insured person* covered by this benefit.

4. What we pay out for this policy

Benefit amounts

Your *policy schedule* shows how much we will pay if an *insured person* dies or becomes disabled as a result of an *accident*. This is called the *benefit amount*. The *benefit amounts* will go up each year. Go to page 5 to understand how the *benefit amounts* go up.

Limits to the benefit amounts

There are limits that apply to the *benefit amount*. These limits are shown in the next sections. The limits apply to the total amount that the *insured person* is insured for.

If *you* claim for more than the limits, we will only pay up to the limit. We may pay *you* back part of *your premiums* if *you* have paid *premiums* for more insurance than the limit.

The limits may go up from time to time, except for any amounts that are restricted by law. If any change to the law requires *us* to decrease or remove benefits because of a change in the law, then we will decrease or remove benefits and change *your premium* from that date.

Limits for this policy

For this policy, we will not pay more than:

- R 150 000 if *you* or *your partner* dies as a result of an *accident* or is *disabled* as a result of an *accident*;
- R 100 000 if a *child* dies as a result of an *accident* or is *disabled* as a result of an *accident*.

These limits do not include the Motor Vehicle *Accident* Benefit and the Seatbelt Benefit.

These limits do not apply to the 6% *benefit amount* increases that happen every year as part of *your* policy. Go to page 5 for more details on the 6% benefit increase.

The limits apply to the *benefit amount* at the *benefit start date*.

The limits also apply if *you* want to increase *your benefit amount* later. These limits are the most *you* can increase *your benefit amount* to, taking into account any of the 6% benefit increases that have already happened every year as part of *your* policy.

Limits if you have more than one policy

Insured people can be insured under more than one “Bayport Personal Accident Insurance Policy”, or under a combination of “Bayport Personal Accident Insurance Policies” and other *Hollard* policies, but there are limits on the *benefit amount* that they can be insured for in total across all their policies with *Hollard*.

No matter how many “Bayport Personal Accident Insurance Policies” and other *Hollard* policies the *insured person* is covered under, we will not pay more than:

- R 500 000 if the *insured person* is over the age of 18 years; or
- R 100 000 if the *insured person* is under the age of 18 years.

These limits do not include the Motor Vehicle *Accident* Benefit and the Seatbelt Benefit.

The limits apply to the *benefit amount* at the *benefit start date*. They also apply if *you* want to increase *your benefit amount* later. These limits are the most *you* can increase *your benefit amount* to, taking into account any benefit increases that have happened already.

Limits according to the law

The law of South Africa also restricts the *benefit amount* we can pay from all *Hollard* policies for a child's death. These are called legislative limits and are decided by the South African government:

- If the *insured person* is younger than 6 years old, we cannot pay more than R 10 000 from all *Hollard* policies.
- If the *insured person* is between 6 and 14 years old, we cannot pay more than R 30 000 from all *Hollard* policies.

These legislative limits apply to the *benefit amount* plus any benefit increases.

Limits if you claim more than once

The *total benefit amount* that we will pay for all *benefits* for an *insured person* will not be more than the *benefit amount* for that *insured person*.

If you claim more than once for an *accidental disability* for an *insured person*, the following limits apply:

- If we have paid a claim for a particular *accidental disability*, you may still claim if the *insured person* suffers a different *accidental disability* from a different *accident*.
- If we have paid a claim for the loss of use of a hand or foot, you can't claim for the loss of use of fingers on the same hand or toes on the same foot.
- If you qualify for more than one *Accidental Disability Benefit* from the same *accident*, we will only pay one benefit. We will pay the largest *benefit amount* that you qualify for.

5. Your payment to us (the total amount)

You must pay the whole *total amount* every month to make sure your policy does not stop. The *total amount* is in your *policy schedule*. It is made up of:

- The *premium* for all the *insured people's* benefits; and
- The policy fee.

When you must pay us

Your *total amount* becomes due on the due date in your *policy schedule*. You must then pay the whole *total amount* on the debit date that is in your *policy schedule*.

6. Your benefit amounts and premiums will go up

How much the increases are

As part of the policy, the *premium* and *benefit amounts* go up every year in the same month that your policy started. The *benefit amounts* go up by 6% and the *premiums* go up by 10%. We will tell you by SMS or by post what your new *benefit amount* and *premium* will be 30 days before they go up.

The *premium* and *benefit amounts* go up automatically. These increases are part of the policy. You cannot stop the increases.

When the increases stop

If an insured partner turns 75 before you do and there are insured children the increases for the benefit for the insured children will stop. The *benefit amount* for your children will stay the same as it was just before the insured partner's 75th birthday.

7. How you pay your monthly payment

You must pay your *total amount* by debit order from a South African bank account. You must tell us what bank account to debit from and what day of the month you want us to debit the account. This is called the debit date. This information is in your *policy schedule*.

You must make sure there is enough money in the bank account on the debit date. If there is not enough money in the account, we may try to debit the account again on another day.

8. What happens if you don't pay

We will tell you

We will tell *you* by SMS or by post if *you* are not up-to-date with paying *your total amount*.

We give you extra time (called a "grace period")

We must receive *your full total amount* on the debit date. If we do not receive *your full total amount* on that day, we will give *you* 30 days of extra time from the due date to catch up any amount that *you* have not paid. The 30 days of extra time that we give *you* to pay is called the "grace period".

If you have a claim during the extra time (grace period)

During the grace period, we will pay the *benefit amount* if there is a *valid claim*. We will take away the *total amounts* that *you owe us* from the *benefit amount* that we pay to *you*.

If you do not pay within the extra time (grace period)

If *you* do not pay *your total amount* during the grace period, the policy will stop. The stop date will be the last day of the month that we received a *total amount* for. We will tell *you* by SMS or by post if *your policy* has stopped.

9. When we will NOT pay a benefit

If you do not pay your total amount

If *you* miss a *total amount* and *you* do not pay that *total amount* in the grace period, we will stop *your policy* and we will not pay any *benefit amount*.

Before the insurance starts

We will not pay a benefit if the *insured person* dies or becomes disabled from an event that happened before the *insured person's benefit start date*.

If you break the law or make a false claim

If any claim is linked to an *insured person* or *beneficiary* or anyone acting for them breaking any law or making a false claim, we will not pay the claim.

We can also stop the policy from any date in the past. We will not pay back any money *you* have paid to *us*.

If an insured person takes part in certain activities

We will not pay a *benefit amount* if the claim is linked to an *insured person* doing any of the following things:

- an *insured person* putting themselves in danger (unless it is to try save a person's life), or if they hurt themselves on purpose or if they try to kill themselves;
- an *insured person* taking part in any activities of the military, air, navy, police, any correctional services, or security or protection services;
- an *insured person* taking part in any *terrorist activities*;
- an *insured person* taking part in any strike, riot, labour disturbances or protests, unless it is a protected strike in terms of the applicable law;
- an *insured person* taking part in any dangerous sports or activities more than once a month, or if they earn an income from a dangerous sport or activity;
- an *insured person* using nuclear, chemical or explosive weapons or their health being affected by being near radioactive objects;

- an *insured person* driving a vehicle with more alcohol in their blood than the law allows. The “law” refers to the laws in the country where the *accident* occurred. It does not matter how the alcohol in *your* blood was measured;
- an *insured person* using drugs not prescribed by a *doctor* or for the treatment of a drug addiction;
- an *insured person* not following or refusing to follow the medical treatment recommended to them by a *doctor*;
- an *insured person* deciding not to go to the doctor when they are sick.

10. Who receives the benefit amount

If an insured person other than you dies or becomes disabled, or if you become disabled

If an *insured person* other than *you* dies or becomes *disabled*, or if *you* become *disabled*, and there is a *valid claim*, we will pay the *benefit amount* to *you*.

If you die

When *you* apply for this policy, *you* must choose who we must pay if *you* die. This person is called the *beneficiary*. The *policy schedule* shows *you* the name of the person who *you* chose to be *your beneficiary*.

You can choose a different *beneficiary* at any time before *you* die. If *you* decide to choose someone else to be the *beneficiary*, *you* must tell *us* who that person is by contacting *Bayport*. Go to the Information Page on page 16 to find out how to contact *Bayport*.

If your beneficiary is under the age of 18 years

If the *beneficiary* is under 18, please tell *us* who the legal guardian is to help *us* pay the claim when *you* die.

If the *beneficiary* is under the age of 18 when *you* die, the money will be paid to the *beneficiary's* legal guardian. The legal guardian must prove to *us* that they are the legal guardian; otherwise *we* will pay the money to the Guardian's Fund.

If there is no *beneficiary* or if the *beneficiary* is not alive when there is a claim, *we* will pay the *benefit amount* to the first of these people that contacts *us* to make a claim:

- *your partner*;
- *your child*;
- *your parent*;
- *your brother or sister*.

The person who makes the claim must be over the age of 18 years. They must also prove to *us* that they are *your partner*, child, parent, brother or sister.

If there is no *beneficiary*, and if *your partner*, child, parent, brother or sister does not contact *us* to make a claim, and someone other than *your beneficiary*, partner, child, parent, brother or sister makes a claim, *we* will pay the *benefit amount* to *your estate*.

11. How long we take to pay

We will only pay the *Accidental Disability Benefit* if *we* believe that the disability is permanent. *We* can take up to 6 months to make sure that the disability is permanent before *we* pay. If *we* need to assess *your claim* further, *we* may take longer than 6 months. *You* must keep paying *your total amount* to *us* during this time.

12. Who can be insured under this policy

People who have a recognised relationship

You must have a recognised relationship with the *insured people*. This recognised relationship is called “insurable interest”. It means that *you* will have a financial loss if the *insured person* dies. (For example, *you* will have to pay for their funeral.)

If there is no recognised relationship between *you* and an *insured person*, we will not pay any claims for that *insured person*. We will stop the insurance for that *insured person*. We will only pay back the *premiums* for that *insured person* if there is a separate *premium* for that *insured person*. Otherwise we will not give back any *premiums* that *you* have paid.

All insured people must be South African and live in South Africa

To be insured under this policy, an *insured person*:

- Must be a South African citizen or a legal permanent resident of *South Africa*; and
- Must ordinarily live in the Republic of *South Africa*. This means that they must have been living in the Republic of *South Africa* for at least 180 days out of the 12 months before a claim.

An *insured person* will still be insured under this policy if they leave the borders of *South Africa* for less than 3 months in a row. They will not be insured if they are outside of *South Africa* for longer than 3 months in a row.

The number of insured people

The number of *insured people* depends on the benefits that *you* choose. The most people that we will insure on each policy is:

- 1 *main insured person (you)*
- 1 partner
- 5 children

Age of the main insured person

You, the person who has taken out this policy, are the *main insured person*. *You* must be 18 years or older, and not older than 65 years, to take out this policy.

Your partner

Your partner can be insured on this policy if he or she is 18 years or older and not older than 65 years when the insurance for *your partner* starts. We will only insure one partner on each policy.

A partner is a person that:

- *You* are legally married to, either by marriage, civil union, customary law, or Asiatic religious law; or
- *You* live with as if *you* are married. *You* must intend to stay together, and *you* must have lived together for at least 12 months in a row before *you* can claim a benefit. We recognise same-sex and man-woman relationships equally.

When *you* claim, we will ask *you* to prove that a person is *your partner*.

Your children

You can insure up to five of *your* or *your partner's* children on this policy.

A child must be under the age of 21 when their insurance starts. A child may be any of the following:

- A biological child, or
- A step child; or
- An adopted child; or
- A child that *you* or *your partner* are the legal guardian of; or
- A grandchild if both that child's parents have died, or if that child is dependent on *you* or *your partner*. We can ask *you* to prove that the child is dependent on *you* or *your partner*.

When *you* claim, we will ask *you* for proof that a person is *your child*.

We will insure children on *your* policy until their 21st birthday. We will not insure a child if they are married. Insurance for a child stops if the child gets married.

We will insure the following unmarried children on *your* policy until they are 25:

- A full-time student at an educational institution that is registered with the Department of Education; or

- A mentally disabled child; or
- A permanently and totally physically disabled child.

When *you* claim, *you* will have to give *us* proof of the above situations.

13. When your insurance ends

When the policy stops

The policy stops when any of the following happens:

- *You* turn 75; or
- *You* die; or
- *You* become disabled and *we* pay 100% of *your* "Accidental Disability" *benefit amount*; or
- *You* do not pay *your total amount* within the grace period; or
- *We* or *you* stop the policy.

When the policy stops, the insurance for all the *insured people* on the policy stops.

When your partner's cover stops

Your partner's cover stops when any of the following happens:

- *We* pay 100% of *your partner's benefit amount*, or
- *Your partner* turns 75; or
- *You* ask *us* to stop the cover for *your partner*; or
- The policy stops.

If there is a separate *premium* for *your partner*, the *premium* for *your partner* will stop when their cover stops.

When your children's cover stops

A child's cover stops when any of the following happens:

- *We* pay 100% of the *benefit amount* for that child; or
- The child turns 21 and the child is not a full-time student at a registered educational institution, mentally disabled or physically disabled; or
- The child turns 25 and the child is a full-time student at a registered educational institution, mentally disabled or physically disabled; or
- The child gets married; or
- *You* ask *us* to stop the cover for *your child*; or
- The policy stops.

If there is a separate *premium* for the child, the *premium* for the child will stop when their cover stops.

What happens if you die

If *you* die, this policy ends and the insurance for all the *insured people* on the policy stops.

If *you* have a partner insured on the policy, *your partner* can choose to keep the policy and continue the insurance for all the *insured people*. To do this, *your partner* must tell *us* by phoning *us* or writing to *us* within 3 months of *your* death. *We* will tell *your partner* how much they will have to pay each month to keep the policy. *Your partner* will then become the *main insured person* on this policy

Your partner can only continue the policy if *your partner* is insured under this policy at the time of *your* death, and if each other *insured person* is a child of *your partner*.

14. How the policy works

Starting the policy

This policy starts on the *policy start date* that is in *your policy schedule*, provided that:

- We agree to accept *your* application; and
- We receive *your* first *total amount*.

Changes to the policy

We can change the amount *you* must pay

We can increase the *premium* that *you* must pay for *your* policy from time to time. This will happen if *our* experience on the “Bayport Personal Accident Insurance Policies” is very different to what *we* expected when *we* originally worked out the *premiums* for these policies. This increase is on top of the 10% *premium* increase that happens every year as part of *your* policy.

We can also increase the policy fee every year.

We will tell *you* by SMS or by post 30 days before the *premium* or policy fee goes up what the new amount will be.

We can change the policy

We can change the conditions of this policy at any time. None of the changes that *we* make will affect the insurance that *you* already had under this policy before the date changes are applied. We will let *you* know in writing of any changes that *we* make to this policy. *You* can then decide if *you* want to stop the policy or continue it with the changes.

Changes *you* can make to the policy

You can make the following changes to *your* policy:

- *your* contact information
- *your* banking details
- *your beneficiary* details
- stop cover

You must contact *us* to ask *us* to make a change to *your* policy. Go to the Information Page on page 16 to see how *you* can contact *us*.

If *you* make changes, there may be a fee

We may ask *you* to pay an administration fee if *you* ask *us* to make any changes to the policy. We will tell *you* what the amount of the administration fee is when *you* ask *us* to make the change.

Stopping the policy

If *you* change *your* mind within 30 days of receiving this document

You have 30 days from the day that *you* receive this document to decide whether to keep the policy. If *you* decide that *you* do not want the policy, *you* can stop the policy by phoning *us* or writing to *us* during those 30 days.

If *you* stop *your* policy during this 30-day period, *we* will pay back any amount that *you* paid *us* during that time. We will only do this if *you* have not made a claim, or if *we* have not made a payment to *you*. If *you* stop the policy, *you* will not be able to make a claim for a death that happened during the 30 day period.

If *you* or *we* stop this policy

You can stop this policy at any time by giving *us* 30 days' notice by phoning *us* or by writing to *us*. We can stop this policy at any time by giving *you* 30 days' notice in writing.

If the policy is stopped, and *you* have paid *your total amount* for a period after the policy ends, we will pay back the *total amount* that *you* paid to us for the period after the policy was stopped.

If *you* change *your* mind within 30 days of *you* stopping the policy

If *you* change *your* mind after *you* ask *us* to stop the policy, *you* must tell *us* by phoning *us* or writing to *us*. *You* must do this in the 30 days after *you* told *us* to stop *your* policy.

You must pay any *total amounts* that *you* missed since *you* asked *us* to stop the policy.

Restarting the policy

“Restart” means to ask *us* to start *your* policy again after it has been stopped.

You can restart *your* policy if:

- The policy ended because *you* did not pay *your total amount*; and
- Not more than 2 months have passed since the end of *your* grace period.

If *you* want to restart *your* policy, *you* must let *us* know by phoning *us* or by writing to *us*.

If we agree to restart *your* policy, it will *restart* after *you* pay *your total amount*.

You will not have to pay the *total amounts* for the time from when the policy ended, to the date that *you* restart the policy.

We will not pay a claim for a death or disability that happened during the period that *you* did not pay *your total amounts*, unless the death or disability occurred during the grace period.

15. General terms and conditions

You cannot give your rights under this policy to anyone else

You cannot give *your* rights under this policy to another person. The amount that we will pay under this policy can only be paid as explained on page 7. If *you* try to give the rights in this policy to another person, we will not recognise that contract. (This type of contract is known in law as a cession.) We will continue *our* contract with *you* as if *you* had not made a contract with someone else.

We will only pay a benefit amount if we decide that it is a valid claim

We will pay a benefit if we are sure that *you* have a *valid claim*. We have the right to assess all claims made under this policy to make sure that it is a *valid claim*.

Interest

The amount that we pay under this policy will not have interest added to it.

You do not get anything back when the policy ends

We will not pay any amount back to *you* if *you* stop this policy unless *you* stop within the first 30 days after *you* received this document.

The law

The law of *South Africa* applies to this policy. Any dispute under this policy will be heard in the courts of *South Africa*. A dispute is when *you* do not accept a decision we make about this policy or a claim.

Currency of payments

We only pay into a South African bank account. Any payment that we make will be in South African Rand, and we only accept *total amounts* if they are paid in South African Rand.

If we make a mistake on your policy

If we make a mistake on *your* policy, but we treat *your* policy in the same way that we would have treated it if we had not made the mistake, we will not stop *your* policy.

If we make a mistake on *your* policy and because of this mistake we treat *your* policy incorrectly, then we can stop the policy from the *policy start date* and pay back the *total amounts* you have paid.

You agree that we can share your private information

Insurance companies need to share claims and personal information including credit information with each other. This is so that the insurance companies can make a fair assessment and decision about who they can afford to insure and how much they can afford to pay out. It is also to prevent fraudulent claims.

When you apply for this policy, you give us the right to share your personal details and insurance information that you give us for any insurance policy or claim with other insurance companies. You also give us the right to share the personal details and insurance information of any other person that you represent or add as an *insured person* on this policy.

We can share your information with others after this policy ends

We are allowed to share your information with other insurance companies, even if this policy ends for any reason.

Terms and conditions

You and the other *insured people* insured under this policy, or anyone acting on your or their behalf must comply with all the terms and conditions of this policy. We will not pay any amount under this policy unless you and they do so.

16. Making a claim

Who makes the claim

If you have a claim on this policy, you, the *beneficiary* or the *executor of your estate* or anyone acting on your or their behalf must send the claim to us. The *executor of your estate* is the person that must deal with the distribution of your estate after you die. Your estate is all the money, property and things that you own at the time that you die.

You, your *beneficiary* or the *executor of your estate* must send the claim to us in writing with full details as soon as possible after the death. Go to the Information Page on page 16 to see how to contact us.

You must give us all the information that we need from you when you claim

We will ask for full details of your claim. We will not pay any amount if you, your *beneficiary* or the appointed *executor* does not give us the documents, information or medical records that we need to make sure you have a *valid claim*. You, your *beneficiary* or the appointed *executor* must make sure that we get all the information that we ask for. You, your *beneficiary* or the *executor* must pay the costs to get the information to us; for example postage, courier or delivery.

If we need more information than what was given to us, you give us the right to contact any person we think necessary to get the information from them, including a *doctor* or *hospital*. You allow any person who we contact, to give us the information that we need.

Time limit: 180 days

You, your beneficiary or executor has 180 days from the date of an *insured person's* death or disability to tell *us* about the claim. If *you, your beneficiary or executor* do not tell *us* of the death or disability during the 180 days after an *insured person's* death or disability, we do not have to pay the claim.

Once we pay a claim, our duties under this policy come to an end

If we pay any *benefit amount* for a claim under this policy, we will have satisfied *our* responsibilities for that benefit. That means we will not owe any more money for that claim.

If we do not pay a claim

If we are not going to pay a *benefit amount* for a claim, we will send a "rejection letter" to *you or your beneficiary or executor* to explain why we will not pay the claim. *You or your beneficiary or executor* can let *us* know if they don't agree with *our* decision.

You or your beneficiary or executor must let *us* know that *you* or they disagree with *us* by writing a "complaint letter" to *us*. *You or Your beneficiary or executor* must send the complaint letter to *us* not more than 90 days after *you* or they received the rejection letter from *us*. *You or Your beneficiary or executor* must send *your or their* complaint letter to:

Hollard Life Claims Manager, PO Box 87428, Houghton, 2041

Fax: 011 351 3003

If *you* or they are still not happy, *you* or they can send a letter to the Ombudsman for Long Term Insurance. The address is:

The Ombudsman for Long Term Insurance, Private Bag X45, Claremont, 7735

Telephone number: 021 657 5000

Fax number: 021 674 0951

If *you, your beneficiary or executor* is still not happy with the decision, *you* or they can take legal action against *us* to enforce the claim. To take legal action, *you* or they must go to a lawyer. The lawyer must give a document to the sheriff of the court, who must deliver the document to *us*. This is called serving a summons on *us*. *You or Your beneficiary or executor* must have the summons served on *us* not more than 270 days after *you* received the rejection letter. If *you, your beneficiary or executor* does not serve the summons in time *you* or they will lose any amount that *we* may have had to pay for that claim. *We* will no longer owe any money for that claim.

17. How to contact us

Go to the Information Page on page 16 to see how *you* can contact *us*. When *you* phone *us*, we will record the conversation that *you* have with *us*. If *you* phone *us*, we might tell *you* that we need *you* to write to *us* in that particular situation instead. *You* must then send *us* a written letter of what *you* want to tell *us*. If this policy says that *you* must write to *us* in a particular situation, then that is how *you* must contact *us*.

18. Important words used in this policy (definitions)

In this policy we use certain words that have a very specific meaning. These words are in italics (*italics looks like this*). The list below gives the meaning of those important words.

“accident” means a sudden, visible and external event that nobody could have expected.

“accidental” means caused by an *accident*.

“beneficiary” is the person that *you* decide will get the money when *you* die. The *policy schedule* shows who the *beneficiary* is.

“benefit amount” means:

- the amount that *we* will pay if an *insured person* dies and there is a valid claim;
- the maximum amount that *we* will pay if an *insured person* becomes disabled and there is a valid claim.

The *benefit amount* for each *insured person* and each benefit is in *your policy schedule*.

“benefit start date” means the date that an insured person’s cover starts for that benefit. Go to *your policy schedule* to see the *benefit start date*.

“Bayport” means Bayport Financial Services 2010 (Pty) Ltd. *Bayport* is the company that sells and manages the policy on behalf of *Hollard*.

“doctor” means a medical doctor registered with the Health Professions Council of South Africa and who is qualified to practise medicine and surgery.

“estate” means all the money, property and things that a person owns at the time of their death.

“executor” means the person that deals with the distribution of *your estate* after *you* die. The *executor* will do this according to *your will*. If *you* do not have a will, the *executor* will manage *your estate* according to the law.

“Hollard” means Hollard Life Assurance Company Limited (Registration number 1993/001405/06). *Hollard* is the insurance company that is behind this policy. *Hollard* is a registered insurance company and a licensed financial services provider.

“hospital” means a medical institution which:

- is licensed as a *hospital* or clinic
- cares for the sick and injured as in-patients
- provides nursing services 24 hours a day by registered nurses,
- has one or more Doctors available at all times,
- keeps a daily medical record for each of its patients,
- diagnoses medical conditions and does major surgery.

Hospital does not mean a medical institution which is a nursing home or provides care for the elderly, alcoholics, drug addicts or people with mental problems; even if the establishment is registered as a *hospital* or clinic.

“insured person” or “insured people” means *you*, *your* partner and children, who *you* have insured under this policy. *Your policy schedule* will show who the *insured people* are.

“ophthalmologist” mean a specialist in medical and surgical eye problems.

“policy schedule” is the document that shows the information about *your* policy, like who the *insured people* are and what the *benefits*, *premiums* and *benefit amounts* are for each *insured person*.

“policy start date” means the date that the policy starts, provided that *we* approve *your* application for this policy and that *you* pay the first *total amount*. Go to *your policy schedule* to see the *policy start date*.

“premium” means the amount *you* have to pay to *us* every month for the insurance benefits under this policy.

“private passenger vehicle” means a roadworthy vehicle that is not heavier than 3500kg and that is made for transporting 5 or more people. A *private passenger vehicle* does not include taxis, towing trucks, emergency vehicles and armed reaction vehicles.

“public holiday” means any day that is a public holiday as explained in the Public Holidays Act.

“radiological or radiology” means using radiation equipment such as x-rays to diagnose or treat diseases.

“road accident” means an *accident* that happens on a public or private road. The road may be a tar or dirt road.

“South Africa” means the Republic of South Africa

“speech therapist” means a specialist who helps to treat speech, language and voice problems.

“terrorist activities” means violent acts meant to create fear and that target civilians.

“total amount” is what *you* must pay *us* to make sure *your* policy does not stop. Go to *your policy schedule* to see how much *your total amount* is. It is made up of:

- the *premiums* for all the *insured people’s* benefits; and
- the policy fee.

The premium increases every year by 10%. The policy fee will increase each year.

“valid claim” is a claim that *we* agree to pay once *we* have decided that:

- *We* have got all the information *we* need about the claim; and
- The facts of the claim are in line with what is allowed in this policy; and
- *You* have acted in line with the terms and conditions in this policy.

“we” and **“us”** and **“our”** means *Hollard* and *Bayport*.

“you” or **“your”** or **“main insured person”** means the person who has taken out this policy and who is shown as the *main insured person* on the *policy schedule*.

INFORMATION PAGE

This information sheet gives *you* important information about *your* policy. It is not part of the policy wording. It is given to *you* for information only.

About the policy

This is a personal accident insurance policy. The policy wording sets out the details of the benefits. For information about when and how much *you* must pay and what will happen if *you* do not pay, *you* can read the policy wording. If *you* want details of the terms and conditions of this policy, *you* must read the full policy wording.

How to claim

Phone Bayport to get a claim form

When there is a claim *you*, *your beneficiary* or *executor* must phone *Bayport* on 0861 229 7678 to get a claim form. *We* will tell them what other documents *we* need from them.

Complete the claim form and attach the other documents we need

Fill in the claim form and sign it, and send it to *us* with all the other documents *we* ask for.

To make sure *we* can pay the claim as quickly as possible, please read the claim form carefully for any extra requirements.

Send Hollard the claim

You, *your beneficiary* or *executor* must then send all the documents to *Hollard*:

Hollard Life Assurance Company Limited – Claims Division
PO Box 87428
Houghton
2041

Toll-free number: 0800 252 467
Fax: 011 351 3003

Hollard will carefully review the documents for the claim, and will tell *you*, *your beneficiary* or *executor* if there are any problems.

We will only accept original documents. *You*, *your beneficiary* or *executor* can fax the documents so that the claims department can start processing the claim, but remember that *we* must receive the original documents before *we* will pay a claim.

If *we* ask for a certified copy of a document, it means *you*, *your beneficiary* or *executor* must make a photocopy of the document and take it with the original document to a lawyer, accountant, bank manager or police station. Ask for a person known as a Commissioner of Oaths to stamp the copy to say it is a true copy of the original.

We have the right to see all documents relating to the policy. *We* will tell *you*, *your beneficiary* or *your executor* if there are any problems with the documents.

Important information about your contract

There is certain information that we must give *you* in terms of the law. This part of the document contains that information.

About Bayport

Bayport Financial Services 2010 (Pty) Ltd ("*Bayport*") is the company that sells and manages the policy on behalf of *Hollard*. *Bayport* is a licensed Financial Services Provider (FSP Number 42380) that is allowed to sell long-term insurance products.

Bayport has professional indemnity and fidelity insurance.

Bayport does not hold more than 10% of *Hollard*'s shares.

Bayport does not receive more than 30% of total remuneration from *Hollard*.

To make changes to *your* policy, ask a question, get a claim form or stop *your* policy, contact *Bayport*:

Postal address Postnet Suite 116, Private Bag X43, Sunninghill, 2157
Physical address 23A 10th Avenue, Rivonia, 2128
Telephone 0861 229 7678
Email clientservice@bayport.co.za
Fax 0866 338 089

About Hollard – the insurance company

Hollard Life Assurance Company Limited (Reg. No 1993/001405/06) ("*Hollard*") is a registered insurer and a licensed Financial Services Provider (FSP) that is allowed to sell long-term insurance products. *Hollard* has professional indemnity and fidelity insurance.

Physical address 22 Oxford Road, Parktown, 2193
Postal address PO Box 87428, Houghton, 2041
Telephone 011 351 5000
Fax 011 351 3139

How to complain

	For complaints about: ▪ How the policy was sold ▪ Information <i>you</i> got from <i>Bayport</i>	For complaints about: ▪ The policy ▪ Information from <i>Hollard</i>	For complaints about: ▪ How a claim is handled ▪ A claim that is rejected
Step 1 Who to contact if <i>you</i> have a complaint	Bayport Financial Services Postnet Suite 116, Private Bag X43, Sunninghill, 2157 Tel: 0861 229 7678 Fax: 086 632 5138 Email: clientservice@bayport.co.za	Hollard Life Policy Administration PO Box 87428, Houghton, 2041 Tel: 0800 601 016 Fax: 011 351 3818	Hollard Life Claims Manager PO Box 87428, Houghton, 2041 Fax: 011 351 3003
Step 2 Who to contact if <i>you</i> are not happy with the outcome of Step 1	Bayport Compliance Officer Compli-Serve Gauteng (Pty) Ltd 25 Second Avenue, Harfield, 7700 PO Box 2358, Clareinch, 7740, Tel: 0861 273 783 Fax: 012 674 2821	Hollard Life Compliance Officer PO Box 87428, Houghton, 2041 Fax: 011 351 8035	Ombudsman for Long-Term Insurance, Private Bag X45, Claremont, 7735 Tel: 021 657 5000 Fax: 021 674 0951
Step 3 Who to contact if <i>you</i> are not happy with the outcome of Step 2	FAIS Ombudsman P.O Box 74571, Lynwood Ridge, 0040 Tel: 0860324766 or 0124709080 Fax: 012 348 3447 Email: info@faisombud.co.za	Ombudsman for Long-Term Insurance, Private Bag X45, Claremont 7735 Tel: 021 657 5000 Fax: 021 674 0951	<i>You</i> can take legal action to enforce the claim by going to a lawyer. The lawyer must serve a summons on <i>Hollard</i> not more than 270 days after <i>you</i> received the claim rejection letter.