

Bayport Monthly Provider Terms and Conditions

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 10 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. “Monthly Provider Benefit”) and the *benefit amount* for that insurance. Go to page 5 to understand the benefit.
- **The amount that we will pay for each benefit if an *insured person* dies**
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, *you* must fill out a form to ask *us* to pay a benefit under this insurance. **If *you* die**, *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. Go to the Information Page on page 18 to find out how *you, your beneficiary* or *your executor* must contact *us*.

If an *insured person* other than *you* dies, *we* will pay the *benefit amount* to *you*. **If *you* die**, *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. Such as:

- If an *insured person* dies from a natural cause. *We* will then only pay the *benefit amount* if *you* had the insurance for that *insured person* for at least six months in a row. *You* must also have paid the *total amount* for at least six months in a row. For details, go to page 10.

- If an *insured person* commits suicide, we will only pay a benefit if *you* had the insurance for that *insured person* for at least twelve months in a row. *You* must also have paid the *total amount* for at least twelve months in a row. For details, go to page 10.
- If an *insured person* dies from a medical condition that they had before they were insured on this policy. We will then only pay the *benefit amount* if *you* had the insurance for that *insured person* for at least twelve months in a row. *You* must also have paid the *total amount* for at least twelve months in a row. For details, go to page 11.

How to contact us

Go to the Information Page on page 18 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 18 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*.

You must give *us* information that is true and correct, and not mislead *us* in any way with any information that *you* give *us*. If *you* do not do this *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* or *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. *You* must let *us* know within thirty 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. *We* might then also stop this policy.

Go to the Information Page on page 18 to see how *you* can contact *us*.

3. The benefits for this policy

The Monthly Provider Benefit

We will pay the *benefit amount* if an *insured person* covered by this benefit dies and it is a valid claim. The benefit amount will be split into twelve month payments.

The “Monthly Provider 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.

4. What we pay out for this policy

Benefit amounts

Your *policy schedule* shows how much we will pay if an *insured person* dies and there is a *valid claim*. This is called the *benefit amount*. The *benefit amounts* will go up each year. Go to page 7 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. We will then change your *premium* from that date.

Limits for this policy

For this policy, we will not pay more than:

- R 50 000 if you or your partner dies;

These limits do not apply to the 6% *benefit amount* increases that happen every year as part of your policy. Go to page 7 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 *Hollard* policy. However there are limits on the *benefit amount* that they can be insured for in total across all their policies with *Hollard*.

For the total of all Funeral, Monthly Provider and Memorial Benefits, these limits are R 60 000 if the *insured person* is over the age of eighteen years.

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.

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 thirty 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

As soon as *you* turn seventy-five, the increases will stop for all the *insured people* on the policy. The *benefit amounts* for all the *insured people* will not go up any more.

If an insured r partner turns seventy-five before *you* do, the increases for their benefit will stop. The *benefit amount* will stay the same as it was just before their seventy-fifth 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 when there is money available.

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* an extra 30 days from the due date. *You* can then use these extra days to catch up any amount that *you* have not paid.

The thirty days of extra time that we give you to pay is called the “grace period”. The grace period does not apply to the payment of your first *total amount*.

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. We will then not pay any *benefit amount*. We will also not pay back any money you have paid to us.

Before the insurance starts

We will not pay a benefit if the *insured person* dies 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. Then 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.

Death from natural causes in the first six months of the policy

If an *insured person* dies from natural causes, we will only pay if you have had the insurance for that *insured person* for at least six months in a row. The six months must be one after another, and there must not be a break. You must also have paid at least six *total amounts* for that insurance.

If your policy stops and you *restart* it, the six months start again on the date that the policy starts again.

If your policy stops and you *reinstate* it, the six months will apply from the date that the policy was stopped.

If you ask us to increase a benefit, the whole six months will apply to the amount that you increase the benefit by. This doesn't apply to the 6% *benefit amount* increases that happen every year as part of the policy.

Death from suicide in the first twelve months of the policy

If an *insured person* dies from suicide, we will only pay if you have had the insurance for that *insured person* for at least twelve months in a row. The twelve months must be one after another, and there must not be a break. You must also have paid at least twelve *total amounts* for that insurance.

This applies if the death of the *insured person* is in any way at all linked to a suicide attempt.

If your policy stops and you *restart* it, the twelve months start again on the date that the policy starts again.

If *your* policy stops before six months and *you reinstate* it, the original twelve months still applies and will continue as if the policy was not stopped. If *your* policy stops after six months and *you reinstate*, then a new six months will apply from the date the policy was stopped.

If *you* ask *us* to increase a benefit, the twelve months will apply to the amount that *you* increase the benefit by. This doesn't apply to the 6% *benefit amount* increases that happen every year as part of the policy.

Death from a medical condition that was there before the insurance started

If an *insured person* dies from a medical condition that the *insured person* had before their insurance started we may not pay. *We* will only pay if *you* have had the insurance for that *insured person* for at least twelve months in a row. The twelve months must be one after another, and there must not be a break. *You* must also have paid at least twelve *total amounts* for that insurance.

This applies if the death of the *insured person* is in any way linked to a medical condition that the *insured person* had before their insurance started.

If *your* policy stops before six months and *you* reinstate it, the original twelve months still applies and will continue as if the policy was not stopped.

If *your* policy stops after six months and *you reinstate*, then a new six months will apply from the date the policy was stopped.

If *your* policy stops and *you restart* it, the twelve months will apply from the date that the policy starts again.

If *you* ask *us* to increase a benefit, the whole 12 months will apply to the amount that *you* increase the benefit by. This doesn't apply to the 6% *benefit amount* increases that happen every year as part of the policy.

10. Who receives the benefit amount

If an insured person other than you dies

If an *insured person* other than *you* dies 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 18 to find out how to contact *Bayport*.

If your beneficiary is under the age of eighteen years

If the *beneficiary* is under eighteen, 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 eighteen 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.

We will pay the *benefit amount* to *your estate* 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,

11. 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, they used to help *you* pay for groceries every month.)

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 one-hundred and eighty days out of the twelve 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 three months in a row. They will not be insured if they are outside of *South Africa* for longer than three 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

Age of the main insured person

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

Your partner

Your partner can be insured on this policy if he or she is eighteen years or older and not older than sixty-five 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 twelve 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.

12. When your insurance ends

When the policy stops

The policy will end when any of the following happens:

- You die; 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 *your partner's benefit amount*, 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.

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 three 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*.

13. 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 Monthly Provider 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 thirty 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 have under this policy before the date on which the 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 18 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 thirty days of receiving this document

You have thirty 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 thirty days.

If you stop your policy during this thirty -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 thirty day period.

If you or we stop this policy

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

If your policy stops and you have paid your total amount to us after the policy ends, we will pay back that total amount to you.

If you change your mind within thirty 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 thirty 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.

Reinstating the policy

You can reinstate your policy if:

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

If you want to reinstate your policy, you must let us know by phoning us or by writing to us. Go to page 17 to understand what "reinstate" means

You will have to pay the *total amounts* for the time from when the policy ended, to the date that you ask us to *reinstate* the policy.

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

When you *reinstate* your policy:

- If an *insured person* dies from a natural cause or from suicide, the terms and conditions on page 8 will apply.
- If an *insured person* dies from a condition that existed before the insurance is *reinstated*, the terms and conditions on page 9 will apply.

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 two 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 that happened during the period that you did not pay your *total amounts*. This will happen unless the death occurred during the grace period.

When you *restart* your policy:

- If an *insured person* dies from suicide or from natural causes, the terms and conditions on page 8 will apply.
- If an *insured person* dies from a condition that existed before the insurance is *restarted*, the terms and conditions on page 9 will apply.

14. 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 9. 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 disagreement under this policy will be heard in the courts of *South Africa*. A disagreement 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, *we* will treat *your* policy as if no mistake was made. *We* will also 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. The policy will be stopped 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. Insurance companies do this to make a fair assessment and decision about who they can afford to insure. They also use it to decide how much they can afford to pay out. It is also to prevent claims based on fraud.

When *you* apply for this policy, *you* give *us* the right to share *your* personal details and insurance information that *you* give *us*. This is 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* on 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.

15. Making a claim

Who makes the claim

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

To make sure *you* have a *valid claim* *we* may ask to give *us* documents, information or medical records *we* need. *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. This includes 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 to tell *us* about the claim. We do not have to pay the claim if *you, your beneficiary or executor* do not tell *us* of the death within 180 days of the *Insured person's* death.

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

If we pay the full *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*. This letter will 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.

16. 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.

"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 *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 for *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 underwrites this policy. *Hollard* is a registered insurance company and a licensed financial services provider.

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

“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.

“reinstate” means to start *your* policy again after it has stopped, from the date that the policy stopped. *You* will need to catch up on all of the *total amounts* that *you* have not paid.

“restart” means to ask *us* to start *your* policy again after it has been stopped. *You* will have a new start date. *You* will not need to catch up on any of the total amounts that *you* have not paid.

“South Africa” means the Republic of South Africa

“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 terms and conditions. It is given to *you* for information only.

About the policy

This is a life insurance policy. *You* must make sure *you* understand the details of this policy by reading the policy terms and conditions. This includes when and how much *you* must pay, what will happen if *you* do not pay and when *we* will not pay a benefit. If *you* want details about the commission and binder fees on this policy please see *your policy schedule*.

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 check 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. Remember that *we* must receive the original documents before *we* will pay a claim.

We might ask for a certified copy of a document. This 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

There is certain information that we must give *you* under 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

You can find *Hollard's* conflict of interest management policy on our [website www.Hollard.co.za](http://www.Hollard.co.za).

How to complain

	For complaints about: <ul style="list-style-type: none"> How the policy was sold Information <i>you</i> got from <i>Bayport</i> 	For complaints about: <ul style="list-style-type: none"> The policy Information from <i>Hollard</i> 	For complaints about: <ul style="list-style-type: none"> 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 Email: pfspolicyservices@hollard.co.za	Hollard Life Claims Manager PO Box 87428, Houghton, 2041 Fax: 011 351 3003 Email: BayportinsuranceClaims@hollard.co.za
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 Sharecall: 0860 103 236 Email: info@ombud.co.za
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 Sharecall: 0860 103 236 Email: info@ombud.co.za	<i>You 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.</i>