



Personal Accident Plan

Policy Wording

1. About this Personal Accident Plan

This **Personal Accident Plan** is designed to provide a once-off cash payment in the event of death of the Insured Person as the direct result of an Accident in the circumstances set out in the Policy. South African law applies to this Policy.

1.1. The information that forms part of your Policy

The following documents and information form part of your **Personal Accident Plan** and must be read together as one document:

- **The information you provided when you applied for the Personal Accident Plan**
This refers to any and all information provided whether over the telephone, electronically or in paper format.
- **A Policy Schedule**
This sets out the details of the person who is insured, the Commencement Date, the Policy Benefits, details of the nominated Beneficiaries, the Premium payable.
- **Terms, conditions and exclusions**
The terms, conditions and exclusions, outlined in this document.

1.2. The Policy Owner and Insured Person

- The Policy Owner has the right to designate a named beneficiary and make changes to that designation at any time.
- The Insured Person must be ordinarily resident in the Republic of South Africa. For the purpose of the Policy, ordinarily resident means the Insured Person resides in the Republic of South Africa and regards it as his or her permanent home. The Policy Owner must inform The Insurer in writing if an Insured Person leaves the country for a consecutive period of more than three months.
- If an Insured Person does leave the country for more than three months, The Insurer may at its discretion impose additional terms and conditions for the continuation of the Policy, including an increase in Premium or suspending the cover until the Insured Person returns to the Republic of South Africa. If The Insurer is not informed, The Insurer may at its discretion repudiate a claim and/or terminate the Policy, in which event Premiums will not be refunded.
- The Policy cannot be ceded to another person or entity, and has no surrender value.

2. DEFINITIONS

These definitions apply throughout the Policy.

Accident	An unplanned and unexpected event which is caused solely and directly by violent, external, physical and visible means that is not traceable, even indirectly, to the Insured's state of mental or physical health before the event.
AllLife	AllLife (Pty) Ltd.
Benefit	A lump sum cash payable as recorded in the Policy Schedule.
Beneficiary(ies)	The person(s) nominated to receive any Benefits paid under this Policy.
Commencement Date	The date when the Policy takes effect as recorded in the Policy Schedule.
Insured Events	The Policy covers the Insured Persons in the event of death due to an Accident.
Insured Person	The person(s) accepted for cover under this Policy as recorded in the Policy Schedule.
OMART	Old Mutual Alternative Risk Transfer Limited (OMART), a licensed Life Insurer.
Policy	A contract between the Policy Owner and The Insurer as set out in the Policy Schedule and the Terms, Conditions and Exclusions included in this document, and is governed by the laws of the Republic of South Africa.
Policy Owner	The policy owner is the contract owner as recorded in the Policy Schedule.
Policy Schedule	Details of the Insured Person(s) Policy Benefits, Premiums payable, relevant disclosures provided in the application form, and the terms and conditions referring to them.
Premium	The total monthly payment payable to maintain the cover under this Policy.
The Insurer	OMART, a registered South African life company which underwrites this Policy and against whom a claim may be registered in terms of this Policy.

3. TERMS, CONDITIONS AND EXCLUSIONS

3.1. Give us relevant, true and complete information

The information given to The Insurer and AllLife in the application for this Policy, (Refer to 1.1 above), forms the basis upon which this Policy is issued and maintained.

Should the Policy Owner and/or the Insured Person provide false information or distort information, which has a material impact on The Insurers' ability to assess the risk and/or to determine if the Life Insured qualified for the cover, example age, The Insurer will be entitled to cancel this Policy from the Commencement Date.

If any claim under this Policy is in any respect fraud or if any fraudulent means or devices are used by the Policy Owner and/or the Insured Person or anyone acting on their behalf or with their knowledge or consent to obtain any Benefit under this Policy or if any event is caused by the wilful act or with the involvement of the Insured Person, the Benefit afforded under this Policy in respect of any claim shall be rejected.

3.2. Understand your Policy

Check your Policy Schedule

- 3.2.1. The Policy Schedule sets out important information about your Policy, including your cover and Benefit amounts. It is your responsibility to let AllLife know as soon as reasonably possible if any details are incorrect or changes. AllLife will amend your Policy and send you an updated Policy Schedule that reflects these changes for safe keeping.

Commencement and Termination

- 3.2.2. The Policy and cover will commence on the date recorded in the Policy Schedule.
 3.2.3. The Policy and cover will terminate on the date recorded in the Policy Schedule, or on
 3.2.4. The date of death of the Insured Person.

Waiting Period

- 3.2.5. No general waiting period shall apply before an Insured Person is covered for the insured event.

Insured Events

- 3.2.6. An insured event occurs when the Insured Person dies as a result of injuries sustained in an accident, provided that the accident occurs after the commencement of the Policy, and the death occurs within 30 days of the Accident.
 3.2.7. Wilful self-inflicted harm, suicide or attempted suicide is not regarded as an Accident.

Premium

- 3.2.8. Premiums are paid by AllLife.

Nominated Beneficiary (ies)

- 3.2.9. The Policy Owner may nominate one or more Beneficiary (ies) to receive payment of the death Benefit in the event of the death of the Policy Owner, by notifying The Insurer in The Insurer's prescribed format.
 3.2.10. If no nomination is received by The Insurer prior to the death of the Policy Owner, or the Beneficiary(ies) nomination is invalid due to the nominated Beneficiary(ies) not surviving the Policy Owner, or the nomination not being in the prescribed format, then the Benefit will be payable to the Policy Owner's estate.

Benefits Payable

- 3.2.11. The Benefit will only be payable provided a valid claim has been submitted to the Insurer, and is payable to the nominated Beneficiary/ies.
 3.2.12. The amount payable in the event of the accidental death of the Insured Person, is indicated in the Policy Schedule.

3.2.13. No investment, surrender or loan values are payable in terms of the Policy.

3.2.14. No interest shall be payable by the Insurer on any Benefits.

Amendment of Terms and Conditions

3.2.15. The Insurer may amend the terms and conditions by giving The Policy Owner 31 day's prior written notice. An updated version of the terms and conditions will be forwarded to The Policy Owner at the last known address in possession of The Insurer.

3.3. Exclusions

No Benefit will be payable if the insured event, directly or indirectly, is caused by, arises or results from, is contributed to by, or is traceable to:

- 3.3.1 war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power,
- 3.3.2 participation in Labour disturbances, riots, demonstrations, strikes or lock-outs,
- 3.3.3 acting in the course and scope of employment in military, naval, air or police services of any country or international authority,
- 3.3.4 wilful exposure to danger (except in an attempt to save a human life), intentional self-inflicted injury, or suicide or attempted suicide,
- 3.3.5 engaging in aviation, other than as a fare paying passenger in a fixed wing aircraft, provided and operated by an airline or air charter company, which is duly licensed for the regular transportation of fare paying passengers,
- 3.3.6 the influence of alcohol or an injury or illness sustained when the blood alcohol content of any Policyholder exceeded the level permitted by the road traffic laws of the country where the hospital confinement and/or bodily injury took place, or the influence of drugs or narcotics, unless administered by a registered member of the health profession or unless prescribed by and taken in accordance with the instructions of a registered member of the health profession, and not for the treatment of drug addiction,
- 3.3.7 elective, experimental or cosmetic surgery or any voluntary treatments,
- 3.3.8 mental or nervous disorders or disease,
- 3.3.9 any involvement in any criminal activity as a willing participant,
- 3.3.10 hazardous activities such as, but not limited to, bungee jumping, racing and extreme sports, or
- 3.3.11 Exposure to radioactivity, atomic energy, nuclear reaction, terrorism, nuclear or biological or chemical hazards and warfare agents.



3.4. Claims

- 3.4.1. All Claims must be submitted to AllLife (on behalf of The Insurer) within the prescribed period recorded in the Policy Schedule. If this is not done then the claim will not be considered by The Insurer and therefore not paid.
- 3.4.2. The claimant must supply all required documentation and other information that is reasonably requested by The Insurer, at the claimant's expense.
- 3.4.3. Upon the admission of a valid claim, the Benefits shall be payable to the nominated Beneficiary (ies).
- 3.4.4. Once a claim has been paid, The Insurer shall have no further liability towards the claimant.
- 3.4.5. Should The Insurer reject the claim, the claimant may, within a period of 90 days dispute the decision and make a representation against this decision, by addressing written communication directly to AllLife, or The Internal Complaints Department of Old Mutual Alternative Risk Transfer Limited (OMART). Old Mutual Alternative Risk Transfer Limited (OMART) will respond in writing within 45 days.

The claimant is also at liberty to approach the Long Term Insurance Ombudsman should they have a complaint against The Insurer, Old Mutual Alternative Risk Transfer Limited (OMART), or the FAIS Ombudsman should they have a complaint against the Intermediary, AllLife.

If we persist in our rejection or dispute of the claim after representations have been made, the claimant may consult a lawyer who should institute the action within 180 days or 6 months after the expiration of the 90 day period referred to above to avoid losing their entitlement to claim.

If legal proceedings is not instituted within that time the claimant will no longer be entitled to claim the Benefit under the Policy.

3.5. Dispute Resolution

In the event of any dispute, other than claim handling, arising between The Insurer and the Policy Owner in respect of the Policy, the person(s) shall in good faith take all reasonable and necessary steps to resolve the dispute. If no agreement is reached within 10 business days, a notice to terminate, will be issued, where after 31 days, the policy will be terminated.



4. COMMUNICATIONS

4.1. What do I do if I need more information?

AllLife

AllLife will gladly attempt to resolve any questions or problems you may have regarding this policy.



0861 255 543

Customer Care



customercare@alllife.co.za



0866 171 888

Claims Department



claims@alllife.co.za



PO Box 787159, Sandton, 2416

Compliance Department



compliance@alllife.co.za

Please always include your ID Number and your policy details when communicating with AllLife.

The Insurer undertakes to settle all valid claims as quickly as possible following receipt of all required documentation. Should the Policy Owner or Beneficiary have any query or complaint regarding the settlement of any claims or is in any way unhappy about the service that they have received, they may contact the Compliance Department.

If the inquiry is not satisfactorily resolved, the Policy Owner or Beneficiaries may contact:

Old Mutual Alternative Risk Transfer Limited (OMART)



(021) 504 6423



PO Box 66, Cape Town, 8000



OMARTComplaints@oldmutual.com

If still not satisfactorily resolved, the Policy Owner or Beneficiaries may contact:

National Financial Ombud Scheme South Africa NPC



0860 800 900



066 473 0157



Private Bag X45, Cape Town, 7735



info@nfosa.co.za

FAIS Ombud



0860 324 766



(012) 348 3447 / (012) 470 9080



P.O. Box 74571, Lynnwood Ridge, 0040



info@faisombud.co.za

PROTECTION OF PERSONAL INFORMATION

OMART DISCLOSURES	ALLLIFE DISCLOSURES
OMART may use your information or obtain information about you for the following purposes:	AllLife may use your information or obtain information about you for the following purposes:
<ul style="list-style-type: none"> • Underwriting • Assessment and processing of claims • Credit searches and/or verification of personal information • Claims checks • Tracing beneficiaries • Fraud prevention and detection • Market research and statistical analysis • Audit & record keeping purposes • Compliance with legal & regulatory requirements • Verifying your identity • Sharing information with service providers including appointed administrators (AllLife as at time of policy issue) we engage to process such information on our behalf or who render services to us. These service providers may be abroad, but we will not share your information with them unless we are satisfied that they have adequate security measures in place to protect your personal information. 	
<p>You may access your personal information that we hold and may also request us to correct any errors or to delete this information. In certain cases, you have the right to object to the processing of your personal information.</p>	

INFORMATION REGULATOR

You also have the right to complain to the Information Regulator, whose contact details are:



010 023 5200



<https://info regulator.org.za/>



enquiries@info regulator.org.za

MARKETING

OMART DISCLOSURES	ALLLIFE DISCLOSURES
The Old Mutual Group [of which OMART is a subsidiary] would like to offer you ongoing financial services and may use your personal information to provide you with information about products or services that may be suitable to meet your financial needs.	AllLife would like to offer you ongoing financial services and may use your personal information to provide you with information about products or services that may be suitable to meet your financial needs.

OPT-OUT

If you prefer to no longer receive such information and/or financial services from:

The Old Mutual Group: Please sms your ID number to 30994 To view the Old Mutual Group full privacy notice and to exercise your preferences, please visit our website on https://www.oldmutual.co.za/privacy-notice/	AllLife: Please visit our website on www.alllife.co.za to view the AllLife full privacy notice and to exercise your preferences.
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STATUTORY DISCLOSURE NOTICE IN TERMS OF THE POLICY PROTECTION RULES (LONG-TERM INSURANCE) & THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT ("FAIS")

In terms of the Financial Advisory and Intermediary Services Act, the following information must be disclosed to you as our client.

AllLife (Pty) Ltd is a company registered in terms of the Companies Act and is an authorised Financial Services Provider. AllLife has appointed representatives to act on its behalf in rendering financial services to its clients. Should an AllLife representative physically call on you, please ask the representative to show you his / her letter of authorisation. AllLife accepts responsibility for the activities of duly authorised representatives that are performed under the supervision of an AllLife key individual, within the scope of and in the course of their employment as a representative of AllLife. AllLife has been authorised to provide financial advisory and intermediary services in respect of Long-term Insurance: Categories A and B. The license conditions or restrictions as well as any exemptions which are applicable to AllLife are listed below. AllLife holds professional indemnity insurance to the value of R 3 million. AllLife is not required to and nor does it hold guarantees or fidelity insurance cover. AllLife designs, distributes, and administers its unique set of life insurance through a cell arrangement with OMART, which provides the regulatory framework necessary for AllLife to provide insurance. AllLife has been mandated to act as an intermediary and binder holder of OMART. (AllLife earns more than 30% of its total remuneration from OMART). In terms of conflict-of-interest provisions of the FAIS Act 37 of 2002, no actual or potential conflicts of interest were identified. This is reviewed at least annually and reported on to the Financial Sector Conduct Authority. A conflict-of-interest management Policy is available to clients upon request. AllLife's complaint's process and Policy are also available to clients from AllLife's offices upon request.

IMPORTANT DISCLOSURE AND OTHER LEGAL REQUIREMENTS: PLEASE READ CAREFULLY

As a long-term insurance Policyholder, or prospective Policyholder, you have the right to the following information:

<p>THE INTERMEDIARY (INSURANCE BROKER OR REPRESENTATIVE) DEALING WITH YOU MUST AT THE EARLIEST REASONABLE OPPORTUNITY DISCLOSE</p> <p>A: Name, physical and postal address, and telephone number</p> <p>B: Legal capacity: independent or representative for brokerage</p> <p>C: Concise details of relevant experience</p> <p>D: Insurance products that may be sold</p> <p>E: Insurers whose products may be marketed</p> <p>F: Indemnity cover held – Yes/No</p> <p>G: Shareholdings in Insurers if 10% or more</p> <p>H: Name of Insurers from which the intermediary received 30% or more of total commission and Remuneration during past calendar year</p> <p>The intermediary must be able to produce proof of contractual relationship with and accreditation by the Insurers concerned.</p>	<p>YOUR RIGHT TO KNOW THE IMPACT OF THE DECISION YOU ELECT TO MAKE</p> <p>The intermediary or Insurer dealing with you must inform you of:</p> <p>A: (1) The Premium you may be paying and (2) The nature and extent of Benefits you may receive</p> <p>B: If the Benefits are linked to the performance of certain assets: (1) How much of the Premium will go towards the Benefit (2) To what portfolio your Benefits will be linked</p> <p>C: The possible impact of this purchase on your finances</p> <p>D: The possible impact of this purchase on your other Policies (affordability)</p> <p>E: The possible impact of this purchase on your Investment portfolio (affordability)</p> <p>F: The flexibility of changes you may make to the proposed contract</p> <p>G: The contract terms of the product you intend to purchase</p> <p>It is very important that you are sure that the product or transaction meets your needs and that you feel you have all the information You need to make a decision.</p>	<p>YOUR RIGHT WHEN BEING ADVISED TO REPLACE AN EXISTING POLICY</p> <p>You may not be advised to cancel a Policy to enable you to purchase a new Policy or amend an existing Policy unless:</p> <p>A: The intermediary identified the Policy as a replacement Policy</p> <p>B: The implications of cancellation of the Policy are disclosed to you such as: (1) The influence on your Benefits under the old Policy (2) The additional costs incurred with the replacement</p> <p>C: The Insurer that issued the original Policy will contact you. You are advised to discuss the matter with its representative</p> <div><p>ALLLIFE DOES NOT AND HAS NOT ADVISED YOU TO REPLACE ANY EXISTING POLICY</p></div>																																																								
<p>YOUR RIGHT TO BE INFORMED BY THE INSURER</p> <p>The Insurer will forward you documentation confirming Policy details as discussed in paragraph 2 of this Notice, which will also include:</p> <p>A: The name of The Insurer</p> <p>B: The product being purchased</p> <p>C: The cost in Rand of the transaction and specifically: - The loadings if any - The initial expense, and - The amount of commission and other remuneration being paid to the intermediary</p> <p>D: In the case of policies with an investment element, the ongoing expense or any other fees or charges payable</p> <p>E: The information as stipulated in the Policyholder Protection Rules under the Long-Term Insurance Act.</p> <p>F: The contact number and address of the complaints and Compliance officers of The Insurer</p>	<p>YOUR RIGHT TO CANCEL THE TRANSACTION</p> <p>You have a right to cancel a Policy in writing within thirty-one (31) days after receipt of the information as stipulated in the Policyholder Protection Rules under the Long-Term Insurance Act.</p> <p>The same applies to certain changes you may make to a Policy</p> <p>The Insurer is obliged to confirm to you whether you have this right and to explain how to exercise it</p> <p>Please bear in mind that you may not exercise it if you have already claimed under the Policy or in the event, which the Policy insures you against, has already happened. If the Policy has an investment component, you will carry any investment loss</p>	<p>IMPORTANT INFORMATION</p> <p>A: It is important that you are sure that the product or transaction meets your needs and that you feel you have all the information you need before making a decision</p> <p>B: Where paper forms are required, only sign these once they are fully completed. Feel free to make notes regarding verbal information, and to ask for written confirmation or copies of documents</p> <p>C: Remember that you may contact either the Long-term Insurance Ombudsman or the registrar of Long-term Insurance, whose details are set out below, if you have any concerns regarding a product sold to you or advice given to you</p> <div><p>Information Regulator</p><table><tr><td>JD House 27 Stiemens Street Johannesburg, 2001</td><td>Tel: 010 023 5200 Email: enquiries@info regulator.org.za Web: www.info regulator.org.za</td></tr></table></div>	JD House 27 Stiemens Street Johannesburg, 2001	Tel: 010 023 5200 Email: enquiries@info regulator.org.za Web: www.info regulator.org.za																																																						
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