# Chronic Life Plan Policy Wording OMART FROM (S) OLDMUTUAL



## **GENERAL**

# 1. About your Chronic Life Plan

Chronic Life Plan is designed to provide a once-off cash payment in the event of death of the Life Insured as per the circumstances set out in the Policy. South African law applies to this Policy and in the event of a successful claim, payment will be made in South African Rand by electronic funds transfer into a South African bank account/s only.

# 1.1. The information that forms part of your Policy

The following documents and information form part of your Chronic Life Plan and must be read together as one document:

• The information you provided when you applied for the Chronic Life 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

- The Policy Owner has the right to designate a named beneficiary and make changes to that designation at any time.
- The Life Insured must be ordinarily resident in the Republic of South Africa. For the purpose of the Policy, ordinarily resident means the Life Insured 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 the Life Insured intends to reside or travel outside the Republic of South Africa for a consecutive period of more than 30 days in total a year whereupon 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 Life Insured 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.

#### 1.3. Cession

- The Policy Owner may Cede the Policy. No Cession will be binding on The Insurer or AllLife unless it is received in writing by
  AllLife (on behalf of The Insurer) and acknowledged as received by AllLife. Neither the Insurer nor AllLife is responsible for
  the validity of any Cession or nomination of Beneficiaries.
- During the first 36-months, the full Death Benefit will only be payable when the cause of death is a result of an Accident.
- Any Benefits due will be paid to the Policy Owner or his estate. However, if a Beneficiary has been appointed and no Cession
  has been recorded, the Death Benefit Assured Amount will be paid to the Beneficiary. Where a Cession has been recorded,
  any Benefits due will be paid to the Cessionary or, in the case of an absolute Cession, the Death Benefit Assured Amount
  will be paid to any Beneficiary nominated by the Cessionary.
- Subject to any Cession, the Cessionary may exercise all rights under this Policy without the consent of any Beneficiary.
- Should the entire Policy, or a portion of the Policy, be Ceded to another person, the Cessionary will be paid out before any nominated Beneficiaries. Beneficiaries need not be aware of or give their consent to the ceding of a Policy.





# 2. **DEFINITIONS**

These definitions apply throughout the Policy.

Accident	An accident is a sudden, unexpected event that happens at a place and time that is identifiable. The accident must be caused by visible, violent, physical and external means, independent of any other cause. The accident must lead to the death or physical impairment of a life assured within 30 days of the accident, in order for the event to qualify as an accident in terms of this policy.	
AllLife	AllLife (Pty) Ltd.	
Benefit	A lump sum of cash payable as recorded in the Policy Schedule.	
Beneficiary(ies)	The person(s) nominated to receive any Benefits paid under this Policy.	
Cession	The act of ceding all or part of the Policy Benefits to another party by the Policy Owner.	
Cessionary	The party to whom Policy Benefits are Ceded by the Policy Owner.	
Commencement Date	The date when the Policy takes effect as recorded in the Policy Schedule.	
Life Insured	The person 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 person who enters into the Policy.	
Policy Schedule	Details of the Life Insured 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.	
Premium Payer	The party who is responsible for the payment of the Premium. The Payer is only permitted to change payment related information.	
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 or Life Insured 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, The Insurer will be entitled to cancel this Policy from the Commencement Date.

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Policy Owner or the Life Insured 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 Policy Owner or Life Insured, 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 change. 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 agreed and reflected in the Policy Schedule, provided the Premium has been paid. The Premium is regarded as paid once the Premium Payers' bank account has been successfully debited and provided the payment is not subsequently reversed.
- 3.2.3. The Insurer shall be entitled to cancel the Policy if a claim is submitted, and such claim is determined by The Insurer to be based on fraud and rejected by The Insurer on the grounds of fraud. If this happens no Benefit will be payable, and Premiums received prior to cancellation will not be refunded.
- 3.2.4. The Life Insured may cancel the Policy by giving at least 31-days prior written notice to the other party. The Policy will terminate on the last day of the calendar month, in which the 31-day period ends, and no pro-rata Premiums will be refunded.

#### 3.2.5. Benefit Waiting Period

The subjected 36-month waiting period will be applied, calculated from the commencement date.

#### 3.2.6. **Death Benefit**

## **Natural Death Benefit**

During the first 36-months, the death benefit for natural causes will grow monthly with the amount of premium paid. Should death be as a result of natural causes during the first 36 months, the amount payable will be equal to the total amount of premiums received. After the 36-month period, the limitation relating to cause of death, will no longer apply.

# **Accidental Death Benefit**

The waiting period does not apply to accidental death; therefore the full Death Benefit will be payable when the cause of death is a result of an Accident.





#### **Premium**

- 3.2.7. The Premium is the monthly payment that must be paid by the Policy Owner to The Insurer under the Policy and is payable monthly in advance. Premiums must be paid in full every month for the duration of the Policy. The amount of the Premium is recorded in the Policy Schedule. The Premium is regarded as paid once the Premium Payers' bank account has been successfully debited and provided the payment is not subsequently reversed.
- 3.2.8. Tracking may be used in collecting your Total Premium. This means that we will endeavour to collect your Total Premium over a maximum tracking period of ten (10) days from your chosen debit day. If we fail to successfully collect on your chosen debit day, the debit will recheck your funds available over the tracking period, in this way, if payment is made on a **later tracked day**, you will avoid additional bank charges related to insufficient funds.
- 3.2.9. If the Premium, or any part thereof, is not received on the due date. The Policy Owner has 30-days grace in which to pay the Premium, where after The Policy will lapse.
- 3.2.10. The Policy will remain active on receipt of the full missed Premium within the 30-day grace period, or on any other terms and conditions determined by The Insurer in its sole discretion, which will be communicated over a recorded telephone line and/or in writing.
- 3.2.11. The Premium is subject to an annual increase, on the Policy Anniversary, as indicated on the Policy Schedule.
- 3.2.12. The Premium will be reviewed annually to determine whether the Claims experience and expenses are higher than assumed. The Insurer will notify the Policy Owner timeously and in writing of a pending review and the timing of the review if the review is expected to result in a Premium increase.
- 3.2.13. Notice of changes to Premiums will be communicated to the Policy Owner, thirty (30) days prior to the change. The Insurer will require the revised Premium to be paid in order to maintain cover. Cover will only be maintained if the revised Premium is accepted and paid.

## **Nominated Beneficiary (ies)**

- 3.2.14 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 Life Insured, by notifying the Insurer.
- 3.2.15 If no nomination is received by The Insurer prior to the death of the Life Insured, then the Benefit will be payable to the Policy Owner or the Policy Owner's estate, whichever is applicable.

# **Benefits Payable**

- 3.2.16 A Benefit will only be payable provided a valid claim has been submitted to The Insurer and all Premiums have been paid.
- 3.2.17 No investment, surrender or loan values are payable in terms of the Policy.
- 3.2.18 No interest shall be payable by The Insurer on any Benefits.

## **Amendment of Terms and Conditions**

3.2.19 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.





#### **Cooling Off Period**

3.2.20 If, after studying this Policy document the Policy Owner is unhappy with the Policy, he/she has purchased, the Policy Owner may take advantage of a thirty-one (31) day "cooling off" period. This "cooling off" period enables the Policy Owner to re-evaluate their purchase and cancel this Policy by sending a written cancellation notice to AllLife (within thirty-one (31) days) after this Policy document has been received or would reasonably be expected to have been received. The "cooling off" period only applies if no Claims have been lodged against the Policy. Any Premiums paid will be refunded subject to the deduction of the cost of the risk cover actually enjoyed.

# 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 lockouts,
- 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,
- 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 Life Insured 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 any involvement in any criminal activity as a willing participant,
- 3.3.9 hazardous activities such as, but not limited to, bungee jumping, racing and extreme sports, or
- 3.3.10 Exposure to radioactivity, atomic energy, nuclear reaction, terrorism, nuclear or biological or chemical hazards and warfare agents.





#### 3.4. Claims

- 3.4.1. Formal written notification of a claim including all claim documents and medical evidence are lodged with AllLife or The Insurer within three months of the occurrence of the event giving rise to a claim hereunder. If a claim is notified to AllLife or The Insurer after three (3) months from the date of the Life Insured's death or the date of disability of the Life Insured, The Insurer may, at its sole and absolute discretion, reject the claim.
- 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 OMART. 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 are 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 parties shall in good faith take all reasonable and necessary steps to resolve the dispute. If no agreement is reached within 10 business days, then the Policy Owner has the option to escalate in accordance with The Insurer's complaints procedure.





# 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** 

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customercare@alllife.co.za



0866 171 888

**Claims Department** 

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Claims@alllife.co.za



PO Box 787159, Sandton, 2416

**Compliance Department** 

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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, Life Insured or Beneficiary (ies) 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, Life Insured 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, Life Insured or Beneficiaries may contact:

## **Long Term Insurance Ombud**



0860 662 837 / (021) 657 5000



Private Bag X45, Cape Town, 7735



(021) 674 0951



info@ombud.co.za

# **FAIS Ombud**



0860 324 766



P.O. Box 74571, Lynnwood Ridge, 0040



(012) 348 3447 / (012) 470 9080



info@faisombud.co.za





PROTECTION OF PERSONAL INFORMAITON			
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:		

- 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.

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.

#### INFORMATION REGULATOR

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



012 406 4818



086 500 3351



http://www.justice.gov.za/inforeg/index.html



info@faisombud.co.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.	<b>AllLife</b> 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.		
ОРТ	-ОИТ		
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	AllLife:		
To view the Old Mutual Group full privacy notice and to exercise your preferences, please visit our website on <a href="https://www.oldmutual.co.za/privacy-notice/">https://www.oldmutual.co.za/privacy-notice/</a>	Please visit our website on <a href="https://www.alllife.co.za">www.alllife.co.za</a> to view the AllLife full privacy notice and to exercise your preferences.		





#### 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:

#### THE INTERMEDIARY (INSURANCE BROKER OR REPRESENTATIVE) DEALING WITH YOU MUST AT THE EARLIEST REASONABLE OPPORTUNITY DISCLOSE

- A: Name, physical and postal address, and telephone number
- Legal capacity: independent or representative for brokerage
- C: Concise details of relevant experience
- D: Insurance products that may be sold
- E: Insurers whose products may be marketed
- Indemnity cover held Yes/No
- G: Shareholdings in Insurers if 10% or more
- Name of Insurers from which the intermediary received 30% or more of total commission and Remuneration during past calendar year

The intermediary must be able to produce proof of contractual relationship with and accreditation by The Insurers concerned

#### YOUR RIGHT TO KNOW THE IMPACT OF THE DECISION YOU ELECT TO MAKE

The intermediary or Insurer dealing with you must inform you of:

- A: (1) The Premium you may be paying and
- (2) The nature and extent of Benefits you may receive 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
- The possible impact of this purchase on your finances
- The possible impact of this purchase on your other Policies (affordability) E: The possible impact of this purchase on your
- Investment portfolio (affordability) F: The flexibility of changes you may make to the proposed
- G: The contract terms of the product you intend to purchase

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

#### YOUR RIGHT WHEN BEING ADVISED TO REPLACE AN **EXISTING POLICY**

You may not be advised to cancel a Policy to enable you to purchase a new Policy or amend an existing Policy unless:

- The intermediary identified the Policy as a replacement Policy
- 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
- The Insurer that issued the original Policy will contact you. You are advised to discuss the matter with its representative

ALLLIFE DOES NOT AND HAS NOT ADVISED YOU TO REPLACE ANY EXISTING POLICY

# YOUR RIGHT TO BE INFORMED BY THE INSURER

The Insurer will forward you documentation confirming Policy details as discussed in paragraph 2 of this Notice, which will also include:

- A: The name of The Insurer
- B: The product being purchased
- 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
- D: In the case of policies with an investment element. the ongoing expense or any other fees or charges payable
- The information as stipulated in the Policyholder Protection Rules under the Long-Term Insurance Act.
- The contact number and address of the complaints and Compliance officers of The Insurer

#### YOUR RIGHT TO CANCEL THE TRANSACTION

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

The same applies to certain changes you may make to a Policy

The Insurer is obliged to confirm to you whether you have this right and to explain how to exercise it

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

#### IMPORTANT INFORMATION

- 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
- 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
- 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

#### Information Regulator

Briarpark Forum 3 33 Hoofd Street, Brianpark Johannesburg, 2017

Name:

Trading name:

Registration number:

Email: inforeg@justice.gov.za Fax: 086 500 0051

#### PARTICULARS OF LONG-TERM INSURANCE AND FAIS **OMBUDSMEN & FINANCIAL SECTOR AUTHORITY**

#### Long-term Insurance Ombud **FAIS Ombud** Private Bag X45, Claremont P O Box 74571, Lynnwood Cape Town, 7735 Ridge 0040 Tel: 0860 662 837 0860 324 766 Tel: (021) 657 5000 (012) 470 9030 (021) 674 0951 Fax: (012) 348 3447 Fax: Email: info@ombud.co.za Email: info@faisombud.co.za Web: www.ombud.co.za **Financial Sector Conduct Authority**

(012) 428 8000 Menlo Park, 0102 Fax: (012) 347 0221

FSCA registration details

..... FSP 4946 AllLife (Ptv) Ltd: ....

#### PARTICULARS OF THE FINANCIAL SERVICES PROVIDER AND BINDER HOLDER

AllLife (Pty) Ltd. Name: Trading name: AllLife 2004 / 008283 / 07 Registration number: FSCA Registration 4946 number Postal address: P.O. Box 787159, Sandton, 2146 Physical address: 14th Floor, Libridge Building, 25 Ameshoff Street, 2001

Internet address: www.alllife.co.za Email address: customercare@alllife.co.za Compliance Officer: Germa Beukes Email address: compliance@alllife.co.za

# INFORMATION ON THE PRODUCT SUPPLIER

Old Mutual Alternative Risk Transfer Limited (OMART) OMART

1977 / 008994 / 06 P.O. Box 66, Cape Town, 8000

Postal address: Compliance Officer: The internal compliance officer

Email address: OMARTCompliance@oldmutual.com

# **Complaints Department**

Email address: OMARTComplaints@oldmutual.com

