ubank Funeral Plan
Policy terms and conditions

Hollard.

Introducing *your* Policy

Welcome to Hollard

Welcome to the Hollard family. Congratulations on *your* decision to take out a **Ubank Funeral Policy** to protect yourself and *your* family.

This policy is here to give you cash to help you pay for funeral costs, provided that *your premiums* are up to date and you have kept to all the terms and conditions of your policy.

Our aim is to ensure that all *our* communication with *you* is honest and easy to understand.

We will pay a valid claim for the benefits set out in this policy on condition that:

- *you* pay the *total premium* set out in this policy;
- *you* give *us* all the information *we* ask for that materially affects *our* risk; and
- *you* keep to the terms and conditions of this policy.

The parties to this policy

The policy is a legal contract between *you* and Hollard. Only *you* have rights under this policy.

- '*We*', '*us*' and '*our*' refer to Hollard Life Assurance Company Limited (Hollard), registration number 1993/001405/06. Hollard is a registered insurance company (Long-term Insurance Act 1998) and an authorised Financial Services Provider (Financial Advisory and Intermediary Services Act 2002).
- '*You*' and '*your*' refer to the *policyholder* named in the policy schedule who is the owner of this policy. Only you, as the policyholder have the policyholder rights – you cannot transfer them to anyone else.

Key definitions used in this policy

We have given a specific meaning to certain words. These words appear in *italics*. The **List of defined terms** give the definitions that have the same meaning anywhere in this policy. The most common definitions used in this policy are below.

- *'Policyholder'* refers to *you*, the owner of the policy.
- *'Main insured person'* refers to *you*, the owner of the policy who meets the conditions for eligibility and who is listed on the policy schedule. The *main insured person* and the *policyholder* are the same person.

Changes must be agreed in writing before they can be confirmed as real changes

Because we have a legal contract, we are not bound by any changes unless we have agreed to them in writing and have included them into this policy by giving you a new policy schedule or new policy benefits or terms and conditions.

When this happens, the new documents replace all previous Ubank Funeral Policy documents. The latest policy documents will always be the final determining factor if we ever have any disagreement around meaning or interpretation.

How to read this policy

The plural of these words is used where appropriate.

- The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.
- When *we* refer to a specific section of this policy, the reference will include the name of the heading. For example, certain benefits might have additional events when cover ends as set out in **When cover for the main insured person ends** under the benefit section.
- Days refer to ordinary calendar days, including weekends and public holidays.
- Month means a calendar month excluding the first day, including the last day and including weekends and public holidays.
- Words which refer to natural persons will also refer to legal persons.

- 'He', 'him' and 'his' refers to a male or female.
- You will see that we have used words like "must" and other phrases that sound instructional. We use these words to emphasise that legally, there are things that must apply. To protect your interests, we want to be extremely clear what this legal contract expects of you.

Your policy

The **application** is where *you* asked *us* to cover the *main insured person* under this policy, and where *you* agreed to pay the monthly *total premium*.

- The application could be the electronic or physical form that *you* completed when *you* applied for this policy; or
  - If this policy was sold to *you* telephonically, the recording of the conversation with *you*, the *main insured person* will be part of this policy. The conversation includes all the information given to *us*.
  - If *you* make any changes or additions to the policy after the *policy start date*, the electronic or physical form *you* completed, or the recording of the telephonic conversation with *you* when *you* made the changes forms part of the application.
- The **policy wording** includes the general terms and conditions and the benefit sections as explained below:
  - The **general terms and conditions** (this document) include all the terms, conditions and exclusions that apply to all the benefit sections. *You* must read the general terms and conditions together with each benefit section.
  - The **benefit** sections set out the terms and conditions specific to the selected benefit.
  - The **list of defined terms** give the definitions that have the same meaning anywhere in this policy.
- The **Additional information document** contains contact details, disclosures and other important information to ensure *you* always have all the information *you* need.
  - It is important to keep the **Additional information document** with *your* policy wording and policy schedule.
  - *You* can contact *us* on the contact details set out in the **Additional information document.**

The application, policy wording and additional information document make up *your* policy, which is a contract between *you* and *us*. *You* must carefully read these documents together. Make sure *you* understand what *you* are covered for as well as what *your* responsibilities are. If *you* do not keep to the terms of this policy, it may result in *us* not paying a claim or cancelling *your* policy.

If *you* find any errors on the policy schedule, please tell *us* immediately on the contact details set out in the **Additional information document**.

We are not bound by any changes unless *we* have agreed to them in writing and have included them into this policy by issuing *you* with a new policy wording or policy schedule. This policy document replaces all previous policy documents.

The policy document will always be the final determining factor in the event of any disagreement around meaning or interpretation.

Index

A. Total premium – for you to pay on time every month

1. The monthly total premium

1.1 **What you must pay**

The word "premium" in the context of insurance means the amount you must pay on time, so you can be insured. You must pay the *total premium* shown in your policy schedule. If the amount changes, we will tell you at least 31 days before the change. We may decide to change the *total premium* at any time.

1.2 **When you must pay**

a. The *total premium* is due every month on the *premium collection date* (as shown in your policy schedule).

b. You pay for your policy monthly in advance

- For the policy to start, we must receive the first *total premium*. If we do not receive your first *total premium* the policy will not start.
- For the policy to continue each month, the total premium is due on the premium collection date.

c. If the *premium collection date* falls on a weekend or public holiday, the premium can be paid on the next working day after the weekend or public holiday.

1.3 **If you do not pay the monthly total premium**

We will tell you when we do not receive the *total premium*. Please refer to the **benefits section** for details about the grace period and results of non-payment of premium.

B. Conditions for cover

1. Who is allowed to be insured under this policy?

When you want someone to be insured under the policy, it is only allowed if you can say yes to the questions below. When you can say yes to these questions, we say that person is "*eligible*" for cover.

a. Is the person within the age limits explained in the policy benefit section?

b. Are they a citizen of the Republic of South Africa or do they have official permission from the South African authorities to live and work in the Republic of South Africa?

c. Do they live in the Republic of South Africa (in other words, they do not stay in another country for more than ninety (90) days in a row or a total of 180 days in a year)?

If the above three conditions are in place, and you have not exceeded any of the limits regarding the number of people who are allowed to be insured under this policy, then you can ask us to put them on this policy. Check that you see their name and correct details on the policy schedule we send you.

2. When does cover for an insured person start?

On the policy schedule there is a start date next to each *insured person's* name. We call that the *benefit start date*. That is the date that cover starts for that *insured person*, only if we have received the full monthly payment (*total premium*) for that month.

3. When does cover for an insured person end?

This is very important for you to know. Here we explain the events when cover ends for any of the benefits on this policy. However, depending on the type of benefits you have, there might be additional situations when cover will end. Therefore, you **must read this section together with the policy benefits section**.

3.1 When cover for the main insured person ends

Cover for the *main insured person* ends when any of the following happens:

- you are no longer *eligible* (you can no longer answer yes to all three questions in point 1 above);
- *total premiums* are not paid;
- you, the *policyholder* tells us to end this policy; or
- when you die (you, the *main insured person).* Your *partner* can choose to continue cover and will become the new *main insured person.* See section on **Continuation of cover after the main insured person dies**.

3.2 When cover for the other insured persons ends

Cover for an *insured person* (other than the *main insured person)* ends when any of the following happens:

- cover for the *main insured person* ends for any of the reasons explained above;
- your *partner* does not continue cover after you die (you, the *main insured person)*. See section on **Continuation of cover after the main insured person dies**.
- the other *insured person* is no longer *eligible* (you can no longer answer yes to all three questions in point 1 above);
- you have not paid the *total premiums* that are due;
- a *child's* cover ends on their 21st birthday. However, if the *child* is a student or is permanently disabled (mentally or physically) then the *child*'s cover ends on their 25th birthday. See the definition of *child*;
- the *insured person* dies; or
- the *insured person* is no longer listed on the policy schedule.

4. When can you restart your policy?

If this policy ends because we do not receive payment of the *total premium*, or because you asked us to cancel the policy, you may ask us to restart the policy as long as:

- it has not been more than three months since we received your last *total premium*.
- The total premium has been received for at least six months in a row during the lifetime of the policy.

3.1 How to restart this policy

- Tell us you want to restart. We will check if this product (this particular type of insurance cover) is still available for restarts.
- Restarting this policy will only happen if we confirm it is possible and we receive a written or telephonic request from you, the *policyholder.*
- Your policy will restart on the date we receive your *total premium*. Your next *total premium* will be due on the first of the month following the restart of the policy.
- You may restart your policy a maximum of three times. If you want to restart the policy for a fourth time, you will have to purchase a new policy.

3.2 What you do and don't get when you restart a policy

- When you restart your policy, the grace period (extra time to pay the premium) will start over again.
- When you restart your policy, you do not pay the *total premiums* that you missed. This means that you do not have cover under this policy during the time of the missing *total premiums*. We calculate this time from the end of the policy month for which we received your last *total premium*, to the date we receive your *total premium* for the restart of this policy.
- When you restart your policy, all *waiting periods* will start again. This means certain claims cannot be paid for certain insured persons as explained in the policy benefits section.

5. Continue cover after the main insured person dies

If the *main insured person* dies, the *partner* may request to continue cover for the existing *insured persons* as listed on the policy schedule. If we approve this request, we will issue a new policy to the *partner*. In this new policy, the *partner* will become the *main insured person* and the *policyholder.*

5.1 How to continue cover

- The *partner* must be *eligible* for cover (in other words, the *partner* can answer yes in all three questions in the section about who is allowed to be insured under this policy).
- The *partner* must apply for the new policy in writing within three months after the death of the *main insured person*.
- It is recommended that the *partner* applies for the new policy as soon as possible. This is important because none of the remaining *insured persons* on the policy have any insurance cover for the time between the death of the *main insured person* and the time we approve the *partner's* application for a new policy.
- There must be a recognised relationship between the *partner* and the remaining *insured persons.* We call this an *insurable interest*.
- The *partner* (now the new *main insured person*) may give us the details of a new *partner* to be insured under this policy.
- At the time of applying for continued cover, the *partner* is allowed to be older than the maximum entry age (as set out in the benefit sections) but is not allowed to be younger than 18 years old.
- If any *waiting period* was still running when the *main insured person* died, the balance of that *waiting period* will continue to apply (but to the new *main insured person*) when the new policy starts.
- The *partner* (who will now be the new *policyholder*) must pay the *total premium* on the new policy. The *total premium* may be different from the *total premium* on the policy before the *main insured person* died.
- The new policy may have additional or different terms, conditions and exclusions than the current policy, if required by legislation at the time of issuing the new policy.

C. Claiming under this policy

1. How to claim

If someone insured on this policy dies, please tell us so we can pay out the benefits due to you. You need to follow the steps below – we call this "submitting a claim". This is how to claim:

a. **Check the exclusions list (what this policy does not pay for) first.** Before submitting a claim to us, check the exclusions (both the general exclusions in this document and the specific benefit exclusions in the benefits section), to see if what you want to claim for is excluded.

b. **Contact us to find out what documents are required to submit a claim.** See the **Additional information document** for contact details.

c. **Make sure the right person submits the claim.** We do not accept just anyone submitting a claim. It must be one of the following three people (1) You, the *policyholder*; or (2) the *beneficiary;* or (3) the *appointed executor*. We call this person the qualified *claimant*.

d. **Tell us in writing within 180 days from the date of death.** The *claimant* must give us your policy details and tell us who passed away. They must do so as soon as possible because a claim cannot be submitted more than 180 days after the death.

e. **Send evidence and other documents to us on time.** We will tell the *claimant* how soon they must send documents and other to us, so we can process the claim. These documents must be sent to us on time and in the format we ask for. We will not pay for these documents.

f. **The claim will not be paid if it is not done properly.** It is very important that the *claimant* sticks to all the rules above. If what you want to claim for is excluded, or we do not receive the information we ask for within the agreed time, your claim will not be successful. We want to pay your benefits so please stick to the rules.

2. We will pay the right person as noted in your policy schedule

If the claim is correct (i.e. meets all the rules above and is correctly due in terms of this policy) we call the claim valid. When we assess that a claim is valid, we pay the benefits to the right person or persons as we have noted in your policy schedule and as explained in the policy benefit section.

3. We pay interest from month 13 onwards

a. When a claim is valid, we try to pay the *benefit amount* to the right person. Sometimes we struggle to get hold of the right person and so the amount waits to be paid. For the first 12 months that this amount waits, we will not pay any interest on the amount.

b. From month 13 onwards, we will pay interest. We calculate this interest on a monthly basis at a rate of:

- The Standard Bank of South Africa money market interest rate that is applicable during the period that the benefit sits waiting to be paid
- less our administration fee.

4. If we do not receive claims information or cannot find the right person to pay

Please make sure the contact details on the policy are correct. It is your responsibility, as the *policyholder*, to make sure that all the contact details noted on the policy schedule are correct and updated if any of them change.

We need all the contact details on your policy to be up to date so that we can speak to the right person to send us claims documentation and so we can pay the benefits to the right person when we are supposed to.

When we cannot find the right person within six months of the date that a benefit would have been paid for a valid claim, it is called an "unclaimed benefit". We will keep the claim case open until we have obtained the outstanding information that will make it possible for us to pay the claim.

We will take the following steps to find the *policyholder, main insured person* or the nominated *beneficiary:*

- Using the contact details you provided, we will try to contact the *policyholder,* or the nominated *beneficiary,* or the *partner* or an *adult child* (as applicable) to tell them of the available benefit.
- If we cannot reach any of the people mentioned above, we will compare our internal database with an external database or make use of an external tracing company to try to find updated contact details. We call this a "tracing" process.
- If we still cannot reach any of the people mentioned above, even with the new contact details found through the tracing process, we will repeat the tracing process after 3 years, and again after 10 years.
- If after 10 years we are still unable to trace any of the people mentioned above, we will not repeat the tracing process.
- Every time we have to follow the tracing process, we will deduct the costs of doing this from the benefit amount to be paid. These costs include administrative, tracing and management fees. These fees may change over time.
- We will not try to trace any of the people mentioned above when the value of the claim is less than R1,000.00, or when the cost of tracing is more than the benefit.

5. If you do not agree with our claims decision

When we assess a claim, we could:

- Pay an amount; or
- Say that it is not valid; or
- Cancel this policy.

We will always explain why we made one of the three decisions above. The *claimant* might disagree with us and may request that we review our decision. This must be done within 90 days.

a. Tell us within 90 days

We will only review our decision if the *claimant* sends us a written request within 90 days from the date of our letter explaining our decision.

b. You may want to tell the Ombudsman

Alternatively, the *claimant* may contact the Ombudsman for Long-term Insurance. See the Additional information document for contact details. The Ombudsman is an independent office appointed by the industry to make independent and fair decisions.

c. You may want to take legal action – if so, this must begin within 180 days

If the *claimant* is not satisfied with the outcome of our review of this decision, the *claimant* may also take legal action against us. This means the *claimant* must instruct a lawyer to give a document to the sheriff of the court, who will give us a document (called a summons). If the summons does not reach us within 180 days after the 90 days allowed for the review of our claims decision, then no legal action can be taken against us.

Alternatively, the *claimant* may choose to take legal action against us without first requesting us to review our decision or contacting the Ombudsman. In this case, the summons must reach us within 270 days of the date of our letter explaining our claims decision. If this time limit is not met, the claimant no longer has any right to take legal action against us.

If the *claimant* wants to contact the Ombudsman for assistance after starting legal action against us, then the claimant must first withdraw the summons against us before contacting the Ombudsman.

D. General Exclusions – when we will not pay any benefits

Certain benefit sections might have specific exclusions that apply in addition to these general exclusions. *You* must read this section together with each benefit section.

In addition to any specific exclusions set out in each benefit section, *we* will not pay a claim for an *insured event* because of any of the exclusions listed below:

1. Criminal activities

We will not pay a claim if any *insured event* is directly or indirectly caused by criminal activities. Criminal activity means the *main insured person* is or was:

- under investigation for committing a crime;
- being prosecuted for committing a crime; or
- convicted by a Court of Law for having committed a crime.

We will delay *our* claims decision until the finalisation of the investigation, or the criminal trial (as applicable). *You* must give *us* proof of the outcome of the investigation or the criminal trial (as applicable).

2. Labour disturbances, riot, Strike (other than a Protected Strike) or lock-out;

We will not pay a claim for the *insured person* if any insured event is directly caused by activities related to labour disputes, riot, Strike (other than a Protected Strike) or lock-outs.

3. The *main insured person* was not eligible

We will not pay a claim for the *insured person* if they were not eligible or did not meet the definition of *main insured person* on the *benefit start date.* See the section about Who is allowed to be insured under this policy to see the three questions to ask about an *insured person* to see if they are *eligible* or not.

If *we* do not pay the claim because the *insured person* was not eligible, *we* will refund all the *total premiums we* have received since the *benefit start date*.

4. *Insured event* or *accident* before the *benefit start date*

We will not pay a claim for the *main insured person* if the *insured event*, or *accident* leading to the *insured event,* happened before the *benefit start date*.

E. Your responsibilities

1. You must tell us as soon as any information changes

You must tell us when any of the following information changes.

a. Information about the *policyholder*
- full name, address, and contact details;
- bank account details and any other information we need to collect your *total premium*; and
- *premium collection date*.

b. Information about each of the other *insured persons*
- full name, address and contact details;
- identity number, date of birth and gender; and
- relationship to the *main insured person.*

c. Information about the *beneficiary* (the person who receives the benefits if the *main insured person* dies)
- full name;
- identity number, date of birth and gender; and
- relationship to the *main insured person.*

You must send us proof of age or proof of date of birth for each *insured person* (including the *main insured person*) before any benefits will be paid for these persons.

2. You must give us true information

We base our decision to insure the *insured persons* on the information you give to us. If any information that you give to us is incomplete or incorrect, our decision will have been based on incomplete or incorrect information. If we had known the complete and correct information, we may not have agreed to cover the *insured persons* for the amount set out in the policy schedule. Incomplete information includes things that you have not told us but should have told us.

It is your responsibility to ensure that we receive all *material information* (i.e. any information that may affect our decision to cover an *insured person*). It is your responsibility that this information is complete and correct.

If you give us the incorrect information about an insured person's age

When you send us the proof of age and we find that it is different to the information you first gave us we will reconsider the cover relevant to this person as follows:

- If we would not have covered that person, we will pay back the portion of the *total premiums* you have paid so far for that person, less an administration fee.
- If we would have covered that person, we will update the *total premium* for the correct age and will change the benefits.

3. You must always be honest

All dealings about this policy must be done honestly and in good faith. We will not accept any responsibility under this policy if you, any of the *insured persons* or any person acting for you is dishonest or misrepresents any information.

a. You will lose your right to claim if we are prejudiced or suffer a loss because of:
- dishonest behaviour;
- misrepresentation; or
- criminal activity.

b. We will cancel your policy from the *policy start date* or from the date of the actions listed above. If we cancel your policy from the *policy start date*, we may refund the *total premium*s paid less an administration fee.

c. We will take legal steps to recover damages from you.

4. There must be *insurable interest*

In order for this insurance policy to be valid, there must be *insurable interest*. For there to be *insurable interest* the following two things must be true:

- There must be a recognised relationship between the *main insured person* and the other *insured persons* on this policy.
- Because of this relationship, one of the persons will suffer a financial loss on the death of the other person.

a. Relationship must be clearly stated and true

- On your policy schedule, it will say what relationship an *insured person* has with the *main insured person*.
- This will be based on the complete and correct information you gave to us.

b. If no *insurable interest* exists

- If we find out that no *insurable interest* existed as at the *policy start date,* we will cancel this policy from the *policy start date*. You will lose your right to claim. We will pay back *the total premiums* we received from you since the *benefit start date*, less an administration fee.
- If we find out that no *insurable interest* exists with respect to a specific *insured person,* we will cancel the benefit for this *insured person* from the date that their benefit started (as shown on the policy schedule). You will lose your right to claim regarding that *insured person*. We will pay back the portion of the *total premiums* relevant to that *insured person* from the date their benefit started, less an administration fee.

5. You must keep to the terms and conditions

You must keep to all the rules, terms, conditions and the claims process set out in this policy.

6. You cannot transfer your rights under this policy to another person

You may not transfer your rights or benefits under this policy to another person or *entity* (like a trust or fund or company). Only if you, the *main insured person*, dies, then your *partner* can apply for a new policy (where we agree to transfer rights) as explained in the section about Continuation cover after the main insured person dies.

If you try to transfer the rights to any of the benefits in this policy to another person or *entity*, we will not recognise that contract. We will continue our contract with you on all of the benefits as if you had not made a contract with someone else. This means that your contract with that other person or *entity* is not valid.

7. You may choose different benefits

There are different benefits that you may choose from and each benefit has different maximum benefits or payment periods. You may cancel benefits, choose different benefits or increase your existing benefits at any time by contacting us. Only the benefits shown on your policy schedule will be paid if you send us a valid claim.

The *waiting periods* will apply from the *benefit start date* of the additional benefit, or the date of the increase in cover.

F. Nominate one or more beneficiaries

1. What is a beneficiary and how do you nominate one?

A *beneficiary* is a person who will receive the benefits we pay out if you die (you, the *main insured person*). You nominate that person by informing us in writing who you want to have as the *beneficiary* on this policy and providing the relevant details.

a. If the *beneficiary* is a person
- full name;
- identity number, date of birth and gender; and
- relationship to the *main insured person.*

We will only pay a benefit to the nominated beneficiary if the main insured person dies. If any insured person (other than the main insured person) dies, we pay the benefits to the main insured person.

2. Rules about nominating a beneficiary

2.1 Nominate a beneficiary

You must nominate a *beneficiary* to receive the benefits in the event of the death of the *main insured person,* as noted in the policy benefits section.

- You may nominate more than one *beneficiary.*
- You may change or cancel the nomination at any time, but you must inform us in writing in order for the change or cancellation to be made.
- A *beneficiary* will have no interests or rights in the policy during the lifetime of the *policyholder*.
- Nominations in a will or any other testamentary instrument that the *policyholder* agreed to, shall not affect any existing *beneficiary* nomination that we have recorded.

If the beneficiary is under the age of 18

We will only accept this *beneficiary* if you, the *policyholder*, give us the details of:

a. the child's legal guardian; or
b. the trust set up for child

If the *beneficiary* is under the age of 18 at the time that the *main insured person* dies, we will pay the benefit to the legal guardian or the trust based on the information you provided.

2.2 Who we pay if there is no beneficiary

a. If there is no *beneficiary* it means that:
- the *main insured person* died without nominating a *beneficiary*; or
- the *beneficiary* is not alive when *the main insured person* died; or
- the *beneficiary* cannot be located within 12 months of the death of the *main insured person;* or
- the *beneficiary* is under the age of 18 and there is no legal guardian or trust.

b. When we find no *beneficiary*, we will look to find the next best person (who will then be the correct *claimant*) to receive the benefits that we would have paid to the *beneficiary*. We will pay:
- The *partner* as noted in the policy schedule, or if there is no *partner*, then
- Adult *child* as noted in the policy schedule, or if there is no adult *child*, then
- *Parent*; or if there is no *parent*, then
- The *estate* of the deceased *main insured person*.

c. The *claimant* must be over the age of 18 and must give us proof of their relationship to the *main insured person.*

d. If someone other than one of the *claimants* listed above contacts us to claim the *main insured person's* benefit, we will pay the benefit to the *main insured person's estate*.

G. Premium increases and changes to the policy

1. When the policy conditions will change

We will tell you at least 31 days before we make any of the changes noted below. We will send you updated policy documents and an explanation of the changes.

1.1 We may make changes to the policy conditions

We may change the terms and conditions of this policy at any time and not just at the *policy review date*. Any change we make will not affect the extent of cover already in place in terms of this policy.

If any regulatory authority introduces measures that affect this policy or if the law changes, we will make the necessary changes and tell you the reason for the changes. This could mean that we have to cancel a benefit.

1.2 You may make changes to the policy

If you ask us to make any changes to the policy and we agree to make the change, it will be effective from the date agreed to by us.

H. Ending this policy

1. Cancelling this policy

1.1 We may cancel this policy at any time

We may cancel this policy by giving you 31 days written notice. If this happens, we will always explain why we are cancelling your policy.

1.2 You may cancel this policy at any time

a. If you cancel during a cooling off period, we may refund you

- A cooling off period is the time within the 31 days from the *policy start date.*
- If you cancel within a cooling off period, and no one on your policy has died and we have not paid any benefit under this policy so far, we will give you a refund. This refund equals the *total premiums* you have paid so far, minus the costs for any cover we provided for risk benefits.

b. If you cancel at any time outside of a cooling off period

- You may cancel this policy by giving us one month's written notice, if it is any date outside of a cooling off period as explained above.
- At the end of the notice period, this policy will automatically end. You may ask us to restart the policy as set out under the heading When can you restart your policy?

1.3 We will refund *total premium*s paid after cancellation

If you pay us any *total premiums* after the date that this policy ends, we will refund these *total premium*s to you.

2. When this policy ends for an insured person

Your policy provides cover for the *main insured person* (you, the *policyholder*) and for other people who are called other *insured persons*. We are going to talk about two types of other *insured persons*:

- Not a *child*
- A *child*

Then we will explain when these two types of *insured persons* no longer have cover under this policy (i.e. the policy effectively ends for them).

a. Not a *child*: This is when an *insured person* was over the age of 18 (i.e. not a *child*) at the time when they were put on this policy.

They no longer have cover under this policy when:

- You have not paid the *total premiums* within 30 days of the *premium payment date*; or
- You instruct us to remove this *insured person* from the list of *insured persons* on your policy
- They have died, and you did or didn't submit a valid claim for us to pay the benefit due to you; or
- You or Hollard cancelled this policy.

b. A *child*: This is when an *insured person* was an unmarried *child* under the age of 21, at the time when they were put on this policy.

They no longer have cover under this policy when:

- You have not paid the *total premiums* within 30 days of the *premium payment date*; or
- They reach 21 (i.e. on their 21st birthday), or
- If they are an unmarried full-time student or an unmarried disabled (mentally or permanently and totally physically disabled) person, this policy ends when they reach 25 (i.e. on their 25th birthday). You must be able to provide us with proof that is acceptable to us in this case, or
- They get married, or
- You instruct us to remove this *insured person* from the list of *insured persons* on your policy
- They have died, and you did or didn't submit a valid claim for us to pay the benefit due to you; or
- You or Hollard cancelled this policy.
- This whole policy automatically ends if the *main insured person* dies.

However, to protect the other *insured persons* we encourage the *partner* to contact us to request that we continue providing cover for the existing *insured persons*. See the section under the heading **Continue cover after the main insured person dies.**

I. General Conditions

1. Good faith

We will always act in good faith in *our* mutual dealings. If *we* make an administration error, it will not take away any cover *you* have, or give *you* any cover that *you* do not have.

2. *Our* liability

Our liability in terms of this policy is conditional on *you*, or anyone acting on *your* behalf, keeping to all the terms and conditions of this policy.

- All claim payments are subject to the verification of the validity of any claim.
- *Our* payment of any benefit is a full and final discharge of *our* responsibilities under this policy. Once *we* have paid a valid claim, *we* will not be responsible for anything else on this claim
- *Our* responsibility does not exceed the benefit for which *you* have paid *total premiums*.
- Payment of a benefit under this policy will not affect any other benefit under this policy, if *we* received *total premiums* for all benefits.
- No benefit under this policy will acquire any investment or surrender value.

3. The privacy of *your* personal information

We care about the privacy, security and online safety of *your* personal information and *we* take *our* responsibility to protect this information very seriously. Below is a summary of how *we* deal with *your* personal information. For a more detailed explanation, please read *our* official Privacy Notice on *our* website.

- Processing *your* personal information: *We* have to collect and process some of *your* personal information in order to provide *you* with *our* products and services, and also as required by insurance, tax and other legislation.

- Sharing *your* personal information: *We* will share *your* personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about *your* insurance, claims and *premium* payments. *We* do this to assess claims, prevent fraud and to conduct surveys.
- Protecting *your* personal information: *We* take every reasonable precaution to protect *your* personal information (including information about *your* activities) from theft, unauthorised access and disruption of services.
- Receiving marketing from *us*: Please contact *us* on the details mentioned in the **Additional Information** document if *you* want to change *your* marketing preferences. Remember that even if *you* choose not to receive marketing from *us*, *we* will still send *you* communications about this product.

4. *We* will send correspondence to *you*

We will send all correspondence to *your* last known address or email address. *We* assume that *you* received and read *our* correspondence if it was addressed to *you*.

5. Special arrangements do not become the rule

If *we* agree to change any deadlines or requirements in terms of this policy, it does not mean that *we* have agreed generally or in all cases to change the deadlines or requirements.

6. Currency

Total premium and benefits payable under this policy must be paid in South African Rand only.

7. Law

We will govern and interpret the policy in accordance with South African law in the courts of the Republic of South Africa.