JPF

Personal Accident Cover

Issued by

Guardrisk Life Limited
(Registration number: 1999/013922/06)

POLICY JPF0012

Issued to

The Policyholder

Underwritten by

GUARDRISK LIFE LIMITED
(Reg. No. 1999/013922/06)

This **Policy** serves as proof of the agreement between the **Policyholder** and the **Insurer** and is subject to the following conditions:

1. The **Insurer** undertakes, on payment of premiums due in terms of this **Policy**, to provide **Assurance** for a **Policyholder.**

2. The agreement takes effect from the **Commencement Date** stated in the **Certificate**.

3. Should there be no requests received by the **Insurer** from the **Policyholder** cancellation of the **Policy** within the **Cooling-off Period**, this **Policy** will be deemed to have been accepted by all parties.

4. Any subsequent endorsements to this **Policy** shall be effected by page substitution so as to ensure a continuous consolidation. The substituted clause will specify the amended section(s) and will be marked in italics and in red. The summary page of the endorsement shall stipulate the effective date of change.

Authorised Signatory

23·09·2020
Date

Guardrisk Life Limited

Guardrisk Life Limited
Reg No. 1999/013922/06

1. DEFINITIONS

1.1 The headings of the clauses in this **Policy** are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor to modify nor amplify, the terms of this **Policy** nor any clause thereof. In this **Policy**, unless the contrary intention clearly appears, word importing: -

1.1.1 Any one gender, include the other gender;

1.1.2 The singular, include the plural and vice versa; and

1.1.3 Natural persons, include created entities (corporate or unincorporated and vice versa).

1.2 The **Application Form,** the **Certificate**, annexure or appendices to this agreement shall be deemed to be incorporated in and form part of this agreement.

1.3 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

"Accident"	a sudden, uncertain and fortuitous event which happens at an identifiable time and place, independent of any other cause, with visible consequences, and results in **Bodily Injury**. This does not include sickness or disease or any naturally occurring condition or degenerative process. Self-inflicted injury and suicide, are excluded from this definition. **Accidental** has a corresponding meaning.
"Accidental Death"	shall mean the death of the **Policyholder** due to an **Accident**. Natural death is not covered under this **Policy**.
Additional Benefit	this is an additional Benefit in addition to the benefit payable should a **Claim** be approved, and the **Claim Event** was caused by one of the animals stated in the Policy wording. This additional Benefit will be a further 25% of the **Claim** amount payable.
"Administrator"	an administration company appointed by the **Insurer**, to keep complete records of all the particulars of the **Policyholders** and to attend to all the matters that are essential to the operation of the **Policy** relating to the facilitation of processes, requirements, the administration of the **Policy** (including **Claims** processing) in conjunction with the terms and conditions of the **Policy** document and any other agreements between the **Insurer** and the **Policyholder**.
"Amputation"	shall mean a traumatic or surgical loss of a body part due to an **Accident**.
"Applicable Laws"	shall mean the Protection of Personal Information Act 4 of 2013 and any other legislation referring to data management and such processes.
"Application Form"	the form that the **Policyholder** completes in order to apply for this **Policy**.

"Assurance"	the assurance effected by the **Policyholder** to secure the **Benefit** provided in terms of this **Policy**.
"Beneficiary"	the person nominated by the **Policyholder,** to whom the **Insurer** will pay the **Policy Benefit** on the **Accidental Death** of the **Policyholder**.
"Benefit"	the **Benefit** payable on the occurrence of any of the covered **Claim Events** due to an **Accident** as specified on the **Certificate**.
"Burns"	shall mean third degree burn wounds due to an **Accident** that covers at least 20% of the body surface.
"Bodily Injury"	means death or physical bodily injury to the **Policyholder** caused by an **Accident**. **Bodily Injury** shall be deemed to include death by starvation, thirst and/or exposure to the elements.
"Certificate"	the **Certificate** stating the **Benefit** details and respective premium rate which confirms cover on this **Policy.**
"Claim"	means, unless the context indicates otherwise, a demand for the **Benefits** by the **Claimant** in relation to this **Policy**, irrespective of whether or not the **Claimant's** demand is valid, made by submitting a completed and signed **Claim** form with supporting documentation to the **Administrator**.
"Claimant"	means the person who makes a **Claim** against this **Policy**.
"Claim Event"	shall mean any risk or event insured under this **Policy,** as a result of an **Accident. Claim Events** covered under this **Policy** shall include **Accidental Death,** and any **Bodily Injury** resulting in **Amputation, Burns, Coma, Fracture-Dislocation of the Spine, Gunshot Wound, Liver or Spleen Rupture, Loss of Function of a Limb, Paraplegia, Penetrating Stab Wound, Post-traumatic Fat Embolism of the Lung, Quadriplegia, Total Loss of Vision** or **Total Loss of Hearing** of the **Policyholder.**
"Claim Event Date"	means the date on which the **Claim Event** occurs, giving rise to a **Claim**.
"Coma"	shall mean a state of unconsciousness due to an **Accident**, with no reaction to external stimuli or internal needs, persisting continuously for at least 96 hours requiring the use of life support systems.
"Cooling-off Period"	shall mean the period of 31 (thirty-one) days from the date the **Policyholder** receives this **Policy** document, or from a reasonable date on which it can be deemed that the **Policyholder** received

	this **Policy** document or from the **Commencement Date** of the **Policy** in which the **Policyholder** can cancel this **Policy**, provided that no **Benefit** has yet been paid or claimed or the **Claim Event** insured against has not yet occurred, by giving notice to the **Administrator** and any premium paid will be refunded in full.
"Commencement Date"	shall mean the date on which cover for the **Policyholder** commences, which date shall be specified in the **Certificate**.
"Effective Date"	the effective date of any changes to the terms and conditions of **Assurance** for the **Policyholder.**
"Exclusion"	means the causes/risk events that are not covered under this **Policy**. Should a **Claim Event** arise from an **Exclusion**, no **Benefit** will be payable.
"Fracture-Dislocation of the Spine"	shall mean the objective radiological evidence of a fracture-dislocation of the spine, with or without neurological deficit.
"Gunshot wound"	shall mean the penetration by a bullet of the skull, chest or abdomen that requires surgical exploration under general anaesthetic.
"Insured"	shall mean the **Policyholder**, who is the person insured under this **Policy**.
"Insurer"	means a long-term insurer, namely Guardrisk Life Limited, with registration number 1999/013922/06 and FSP number 76.
"Intermediary"	means an independent intermediary or representative of the **Policyholder**.
"JPF"	shall mean Jannie Parsons Future Financials (Pty) Ltd, the **Administrator** for this **Policy**.
"Liver or Spleen Rupture"	shall mean the rupture of the liver or the spleen due to an **Accident**, necessitating emergency laparotomy and surgical repair or splenectomy.
"Loss of function of a limb"	shall mean the total, permanent and irrevocable loss of function of a limb due to an **Accident**. The maximum medical improvement must have been reached with little or no chance of significant further improvement. The loss of function should be established after all medical, surgical and rehabilitation measures have been applied. The definition excludes amputation of the limb.
"Maximum Cover Age"	this means the age of 65 (sixty-five) years, at which age, the **Assurance** will cease under this **Policy**.
"Medical Practitioner"	means a legally and duly qualified medical practitioner registered with the Health Professions Council of South Africa with a valid practice number.

"Paraplegia"	shall mean total, permanent and irrevocable loss of both lower extremities with or without loss of bowel or bladder function due to an **Accident**.
"Penetrating Stab Wound"	shall mean penetration by a sharp object through a skull, or into the chest or abdomen cavities, resulting in surgical exploration of the skull, or cavity concerned under general anaesthetic.
"Period of Grace"	the period of 35 (thirty-five) days effective from the premium payment date where the cover is still in force, but the premium has not been paid. If any **Claim Event** occurs during this period which results in a valid **Claim**, the unpaid premium/s will be deducted from any **Benefit** payable. Failure to pay the premium/s by the expiry of this period will result in the **Policy** lapsing and all benefits will cease. A **Claim Event** that arises in the period after the **Policy** has lapsed will not be covered.
"Personal Information"	means personal information as defined in the Protection of Personal Information Act, No 4 of 2013.
"Policy"	a legal document that has terms and conditions that binds the **Policyholder**, and the **Insurer**. This includes the **Certificate,** any declarations made at application stage and any other supporting information and endorsements which may also form the basis of the contract between the **Policyholder** and the **Insurer.**
"Policyholder"	shall mean the person covered under this **Policy**, also referred to as the **Insured**
"Post-traumatic Fat Embolism of the Lung"	shall mean the fat embolism of the lungs as a result of an **Accident**. The embolism must be confirmed by a ventilation-perfusion scan.
"Pre-existing Medical Condition"	means a Bodily Injury sustained or contracted by the **Policyholder** before the **Commencement Date** of this **Policy.**
"Quadriplegia"	shall mean the total, permanent and irrevocable loss of function of all four limbs as a result of an **Accident**.
"Repudiate"	in relation to a **Claim** means any action by which the **Insurer** rejects or refuses to pay a **Claim**, for any reason, and includes instances where a **Claimant** lodges a **Claim:** i). in respect of a **Claim Event** not covered by this **Policy**; ii). in respect of a **Claim Event** covered by this **Policy**, but the premium or premiums payable in respect of this **Policy** are not paid; and

iii). in respect of **Policy** terms and conditions not being met.

and **Repudiation** shall have a corresponding meaning.

"Review Date"	shall mean the 1st of January of each year and is the date on which the **Insurer** reviews the rating basis for **Benefits** covered in terms of this **Policy.** This date is specified as such in the **Certificate.** During this period, the premium and the cover amount **(Sum Insured)** will be increased in line with inflation.
"Sum Insured"	shall mean the **Benefit** amount selected by the **Policyholder** that will be payable upon the acceptance of a valid **Claim**. This amount is specified in the **Certificate**.
"Total Loss of Hearing"	shall mean the total, permanent and irrevocable loss of hearing in one ear or in both ears as a result of an **Accident**.
"Total Loss of Vision"	shall mean the total, permanent and irrevocable loss of vision in one eye or in both eyes as a result of an **Accident**.
"Unclaimed Benefits"	means a valid and approved **Claim** where payment cannot be made to the **Claimant** or **Beneficiary**. It is a **Claim** known to the **Insurer** and has been assessed and proven valid and approved.
"Variation"	means any act that results in a change to –

i) the premium;

ii) any terms;

iii) any condition;

iv) any **Policy Benefit**;

v) any **Exclusion**; or

vi) the duration of this **Policy**.

and '**Vary'** and '**Variation'** have corresponding meanings.

2. BENEFITS UNDER THIS POLICY

2.1 A **Policyholder**, who is in an occupation mentioned in clause 8, and also confirmed on the **Certificate,** shall be entitled to the **Benefit** under this **Policy** on acceptance by the **Insurer** of the **Application Form.**

2.2 The **Assurance** shall commence on the later of the **Commencement Date** stated on the **Certificate** or the receipt of the first premium by the **Insurer**.

2.3 The **Policyholder** shall be eligible to be a **Policyholder** if he is older than 18 (eighteen) years, but younger than 64 (sixty-four) years.

2.4 On becoming a **Policyholder,** each **Policyholder** shall be deemed to have accepted the terms and conditions of this **Policy** and thus agree to be bound by them.

2.5 Notwithstanding anything to the contrary in this **Policy**, the **Policyholder** shall be entitled to cancel this **Policy** within 31 (thirty-one) days of receipt of the **Policy** in accordance with clause 4.2 of the Policyholder Protection Rules.

3. PREMIUMS AND CESSATION OF BENEFIT

3.1 Amount of Premiums

3.1.1 The first premium amount payable to secure **Assurance** under this **Policy** at the **Commencement Date** is stated in the **Certificate**.

3.1.2 At every **Review Date** thereafter, the **Insurer** shall calculate the amount of premium required to secure the **Assurance** until the next **Review Date** and notify the **Policyholder** accordingly. Such notification will be 31 (thirty-one) days before the change takes effect.

3.1.3 The premium and the **Sum Insured** will be increased annually, without any medical requirements.

3.2 Payment of Premiums

3.2.1 The premiums required to secure a **Policyholder's** benefit shall be payable monthly or annually in advance by the **Policyholder** and reviewed annually at the **Review Date.**

3.2.2 All premiums and **Benefits** due to or payable by the **Insurer** shall be paid in the lawful currency of the Republic of South Africa.

3.2.3 No latitude, extension of time or other indulgence which may be given or allowed, whether by agreement or inadvertently by the **Insurer** to the **Policyholder** in respect of the performance of any obligation in terms of this contract, shall under any circumstances be construed to be implied consent or operate as a waiver or a novation of, or otherwise affect any of the rights of the **Insurer** or stop the **Insurer** from enforcing, at any time and without notice, strict and punctual compliance with each and every obligation of the **Policyholder** .

3.2.4 The **Period of Grace** allowed for payment of the premiums is 35 (thirty-five) days from the due date. If the premiums are not paid within the **Period of Grace**, the **Policy** will lapse.

3.2.5 If premiums, in whole or in part, are in arrears, but the **Policy** is still in force and a **Claim** has arisen within the **Period of Grace**, a **Claim** will be payable where it is deemed valid and the arrear portion will be deducted from the **Benefit** payable. If a **Claim Event** has arisen after the expiry of the **Period of Grace**, no **Claim** will be considered, and no **Benefit** will become payable. For this purpose, payment by the **Policyholder** to an **Intermediary**, but not to the **Insurer**, shall not suffice to validate any **Claim**.

3.2.6 If a premium review results in the premium being increased, the **Policyholder** will be advised of such premium change and will have the right to cancel, amend or decrease premiums to mitigate the effects of premium increases.

3.2.7 Premium reviews must reasonably balance the interest of the Insurer and the reasonable **Benefit** expectations of the **Policyholder**.

3.3 Cessation of Benefits

The **Assurance** for a **Policyholder** shall cease on the earlier of:

3.3.1 The death of the **Policyholder** and the settlement of the **Claim**;

3.3.2 The **Policyholder** reaching age 65 (sixty-five), which is the **Maximum Cover Age**;

3.3.3 The **Policyholder** ceasing to be a **Policyholder** or being entitled to a **Benefit** for any reason whatsoever;

3.3.4 The cancellation of this **Policy** by the **Policyholder**. This **Policy** can be cancelled by the **Policyholder** within the **Cooling-off Period** provided that no **Benefit** has been paid or claimed or the **Claim Event** insured against has not yet occurred and any premium paid during this **Cooling-off Period** will be refunded in full. The **Policyholder** has a right to cancel this **Policy** at any time by giving us 31 (thirty-one) days' notice of the intention to cancel. Such cancellation, after the initial 31 (thirty-one) day **Cooling-off Period** from the **Commencement Date**, will not attract a refund of any premiums paid.

3.3.5 The lapse of the **Policy** in terms of clause 3.2.4 above;

3.3.6 The cancellation of the **Policy** by the **Insurer**. The **Insurer** may cancel this **Policy** for whatsoever reason, by providing the **Policyholder** with a 31 (thirty-one) days' notice in writing. The **Insurer** may also immediately cancel this **Policy** or place it on hold, refuse any transaction or instructions, or take any other action considered necessary to comply with the law and to prevent or stop any undesirable or criminal activity.

3.4 Reinstatement of Lapsed Benefits

3.4.1 Where **Policy** has lapsed, a request to reinstate **Assurance** must be made to the **Insurer** in writing. The **Insurer** reserves the right to either accept or decline reinstatement of the **Policy**.

3.4.2 Reinstatements will at all times be subject to such further conditions as the **Insurer** may determine at that time.

3.4.3 The **Insurer** will not entertain reinstatement of a lapsed **Policy** until all arrear premiums have been paid to the **Insurer**. Should the **Insurer** decide that reinstatement of the **Policy** is unacceptable, then all premiums paid from the date of lapse, less any expenses that the **Insurer** may have incurred, will be refunded to the **Policyholder**.

4. BENEFIT

4.1 Notification of the Benefit

The **Insurer** must be advised, in writing and all the required documentation shall be lodged with the **Insurer** within 6 (six) months of the **Claim Event Date**, failing which the **Claim** will not be admitted, unless there are extenuating circumstances for the late notification or submission thereof to the **Insurer**. A notification for a **Claim,** together with all the required documentation shall be lodged with the **Insurer** within 9 (nine) months after the **Claim Event Date,** failing which the **Claim** shall not be admitted, unless there are extenuating circumstances for the late submission thereof to the **Insurer.**

4.2 Amount of Benefit

4.2.1 On the acceptance of a valid **Claim** by the **Insurer**, the **Insurer** shall pay to the **Policyholder** the percentage of the **Sum Insured** as set out in the **Certificate**. In case of **Accidental Death**, the **Benefit** will be payable to the nominated **Beneficiary**.

4.3 Recognition of a Claim

4.3.1 The **Policyholder** shall be required to submit **Claims** documentation plus any other evidence as may be reasonably required by the **Insurer** to establish whether a **Claim** is valid in terms of this **Policy**. The required documentation is as follows:

4.3.1.1 Any available proof of the **Accident** with supporting medical evidence by a **Medical Practitioner**;

4.3.1.2 A copy of the **Policyholder's** identity document;

4.3.1.3 A Police Report (where applicable)

4.3.1.4 In case of **Accidental Death**, a copy of a certified Death Certificate and a Police Report.

4.3.1.5 Notice and relevant bank details of the **Policyholder,**

4.3.1.6 Such other documentation as the **Insurer** may reasonably require.

4.3.2 The **Insurer** will **Repudiate** the **Policyholder's Claim** should:

4.3.2.1 A **Claim** arises wholly or partly, directly or indirectly, as a result of:

(i.) Suicide, attempted suicide or any self-inflicted injury, whether the **Policyholder** is sane or insane and whether by his own hand or not, or by the hands of justice;

(ii.) Excessive use of intoxicating liquor, wilful inhalation of gas or taking of poisons, drugs or narcotics, unless subject to proper medical direction;

(iii.) Any violation of the criminal law by the **Policyholder**, or any event occurring whilst the **Policyholder** is in violation of the criminal law;

(iv.) Any of the **Exclusions** described in clause 5.10 below.

4.3.3 The **Insurer** shall have the final discretion in deciding whether a **Policyholder's Claim** is valid or not. The **Insurer** shall convey its determinations in this regard to the **Policyholder** in writing.

4.3.4 In the event of a dispute with regards to any of the clauses under 4.3, the **Policyholder** may have lodge a complaint in terms of clause 15.12 below.

4.4 Bodily Injury or Accidental Death due to Animals

4.4.1 Should a **Claim** be approved, and the **Claim Event** was caused by one of the animals mentioned in clause 4.4.2 below, an additional 25% of the **Claim** amount will be payable. This means that the initial **Benefit** amount as determined by the table in the **Certificate** will be payable, and an additional 25% of that amount will also be payable. This is called the **Additional Benefit.**

4.4.2 The **Additional Benefit** is payable if the **Claim Event** was caused by any of the following animals:

4.4.2.1 Any of the big five (lion, buffalo, elephant, rhinoceros and leopard)

4.4.2.2 Hippopotamus

4.4.2.3 Crocodile

4.4.2.4 Cheetah

4.4.2.5 Wild dog

4.4.2.6 Hyena

4.4.2.7 Snake

4.4.2.8 Shark

4.4.2.9 Dog

4.4.2.10 Baboon

4.4.2.11 Scorpion

4.4.2.12 Spider

4.4.2.13 Bee

4.4.2.14 Bat

4.4.3 In order to determine the validity of this **Additional Benefit**, the **Insurer** may request additional evidence as it deems fit, in order to ascertain that the **Claim Event** was indeed caused by an animal. However, this determination would not affect the approval of the initial **Claim**.

4.5 Payment of the Benefit

On receipt by the **Insurer** of all the required documentation per clause 4.3.1 above, and where applicable, clause 4.4.3 and the admittance of the **Claim**, the **Insurer** shall pay to the **Policyholder** the **Benefit** per clause 4.2.1, as detailed on the table in the **Certificate**. In case of **Accidental Death**, the **Benefit** will be payable to the nominated **Beneficiary.**

4.6 Unclaimed Benefits

4.6.1 If a valid and approved **Benefit** under this **Policy** is not claimed within 6 (six) months of the **Claim** approval date, we will be obliged to start the process of tracing the **Claimant/Beneficiary.**

4.6.2 We will take the necessary steps in accordance with the Code on Unclaimed Benefits set by the Association for Savings and Investment South Africa (ASISA), which is available on their website www.asisa.org.za and in accordance with the Insurers Unclaimed Benefit Management Framework. These steps may include the use of various external data sources and tracing agents.

4.6.3 We will deduct any administration and tracing costs from the **Benefit** amount payable.

5. GENERAL PROVISIONS

5.1 Policy

This **Policy** read in conjunction with the **Certificate** and the **Application Form** constitutes the entire agreement between the **Insurer** and the **Policyholder** and any alteration thereto shall be in the form of an endorsement signed by an authorised official of the **Insurer**.

5.2 Currency and Law

Amounts payable in terms of this **Policy**, either to or by the **Insurer**, are payable in the lawful currency of the Republic of South Africa at the head office of the **Insurer**. Any question of law arising under this **Policy** shall be decided according to the laws of the Republic of South Africa.

5.3 Variation

5.3.1 Any **Variation** to any of the conditions, definitions, benefits, and privileges of this **Policy** by the **Insurer**, must be given by the **Insurer** in writing, with 31 (thirty-one) days' notice of any such **Variation**:

5.3.2 Where any **Variation** is as a result of any legislative or regulatory changes, the **Insurer** may **Vary** the provisions of this **Policy** to take into account such changes from the effective date of such a change, after which written notice to this effect should be provided to the **Policyholder** by the **Insurer.**

5.3.3 Any **Variation** as agreed between the **Insurer** and the **Policyholder** from time to time, shall be reflected in the provisions of the **Certificate** as amended from time to time, subject to the notice periods specified throughout this **Policy.**

5.4 Discharge to Insurer

Payment by the **Insurer** to the **Policyholder** shall be a full and final discharge of the **Insurer's** obligations in terms of this **Policy**. The **Insurer's** liability in this regard will not exceed the **Benefit** for which the **Policyholder** has paid premiums to the **Insurer**.

5.5 Custody of Policy

A copy of this **Policy** shall be held by the **Policyholder** and the **Insurer** who shall both attach thereto such **Certificates** as may form part of this **Policy** from time to time. In the event of any discrepancy arising between the **Policy** held by the **Policyholder** and the **Insurer**, the **Policy** and endorsements held by the **Insurer**, but signed by the **Insurer**, shall constitute prima facie proof of the applicable terms and conditions in force at any specific point in time.

5.6 Registered Address and Communications

5.6.1 The registered address of the **Insurer** shall for all purposes be:

Guardrisk Life Limited
The MARC, Tower 2
129 Rivonia Road
Sandown
Sandton
2196.

5.6.2 The registered address of the **Administrator** shall be:

Jannie Parsons Future Financials (Pty) Ltd
154 Orion Avenue
Sterrewag
Monumentpark
Pretoria
0181

5.6.3 Either party may change its registered address by giving written notice duly delivered to the other party as to the new address. Until receipt of such amended address, the last notified address shall remain of full force and effect. All communications in connection with this **Policy** shall be in writing.

5.7 Decisions not a Precedent

No waiver of rights or latitude or indulgence granted by the **Insurer** in any instance shall create a precedent or be construed as a novation of this **Policy**.

5.8 Commissions

5.8.1 Commissions shall be paid to the **Intermediary**, duly appointed by the **Policyholder,** by the **Insurer** in accordance with the statutory scales applicable thereto, or any other scales agreed to in writing between the **Intermediary**, the **Insurer** and the **Policyholder** in the event of the deregulation of such statutory commission scales.

5.8.2 All such commissions will be disclosed to the **Policyholder** in terms of the **Policyholder Protection Rules**.

5.9 Claims Information

The information regarding the **Claims** requirements is as per clause 4.3.1 above, and where applicable, clause 4.4.3.

5.10 Exclusions

5.10.1 Notwithstanding any provision to the contrary within this **Policy** and its associated **Certificates** or any endorsements thereto, it is agreed that this **Policy** excludes any loss or expense of whatsoever nature directly caused by, resulting from, or in connection with willing participation by the **Policyholder** in any of the following:

5.10.1.1 Aerobatic flights, microlight flights, hand-gliding, paragliding, parasailing, skydiving, parachuting or kite-surfing;

5.10.1.2 Cave-diving, commercial diving or the exploration of underwater wrecks for financial gain;

5.10.1.3 Active participation in any insurrection, civil commotion, war, terrorism, hostility, civil war, rebellion or military action;

5.10.1.4 Participation in Motorised racing or speed contests;

5.10.1.5 Professional boxing, kick-boxing or wrestling;

5.10.1.6 Participation in riot, insurrection, civil commotion, military or hostile action, or an act of terrorism;

5.10.1.7 The following Exclusions will also apply:

- Total vision loss if it is due to genetic factors, or part of a degenerative disease;
- Total hearing loss if it is due to genetic factors, or to the use of chemical substances (drugs), or part of a degenerative disease;
- A coma which is artificially induced for purposes of ventilation, such as applied for a flail chest;
- A post-operative lung embolism.

5.10.2 Notwithstanding any provision to the contrary within this **Policy** and its associated

Certificate or any endorsements thereto, it is agreed that this **Policy** excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with:

5.10.2.1 Use of nuclear, biological or chemical weapons, or any radioactive contamination;

5.10.2.2 The release of atomic, biological or chemical weapons;

5.10.2.3 Attacks on or sabotage of facilities (including but not limited to nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots which lead to the release of radioactivity or nuclear, biological or chemical warfare agents, irrespective of whether any of the aforesaid has been performed with the specific use of information technology;

5.10.2.4 Any **Pre-existing Medical Condition.**

5.10.3 In the event that any portion of these **Exclusions** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5.11 Fraud

5.11.1 Where the **Policyholder** or any other person acting on behalf of the **Policyholder** has acted fraudulently towards the **Insurer**, whether at the time of entering into the **Policy** agreement, lodging a **Claim** with the **Insurer** or at any other time, no **Benefit** shall be payable to or in respect of such **Policyholder** under the **Policy** and the **Insurer** may terminate this **Policy** forthwith on providing one month's written notice to the **Policyholder**.

5.11.2 Where any person to whom a **Benefit** is payable or any person acting on behalf of such person has acted fraudulently towards the **Insurer** at any time, no **Benefit** shall be payable to such beneficiary.

5.11.3 In all instances where the **Insurer** has been the victim of fraud or misrepresentation, where the conduct has resulted in prejudice to the **Insurer**, the **Insurer** reserves the right to claim from the **Policyholder** any excess **Benefits** paid by the **Insurer** by reason of the conduct, and any arrear premiums if the conduct has resulted in the **Insurer** charging an inappropriately low premium.

5.12 Rejection of the claim and time bar

5.12.1 In the event of a **Claim** being rejected or the **Claimant** disputes the *quantum* of the **Benefit** paid by the Insurer, the **Claimant** is entitled to make representation to the Insurer in respect of the decision to **Repudiate** the **Claim** or as to the manner in which the quantum of the **Benefit** was calculated for a period of 180 (one hundred and eighty) days from the date of receipt of the letter of **Repudiation** or the date of the **Claim** payment.

5.12.2 If the representation is unsuccessful or the dispute is not resolved at the end of this 180 (one hundred and eighty) day period then the **Claimant** has an additional 6 (six) months to institute legal action against the **Insurer** by way of a summons, failing which the **Insurer** will no longer be liable in respect of the **Claim** and such legal action will no longer be possible.

5.12.3 Representation must be submitted in writing to:

Jannie Parsons Future Financials (Pty) Ltd (The Administrator)

Address :154 Orion Avenue, Sterrewag, Pretoria, 0181
Email :info@jpfin.co.za

Tel	:012 460 0526

Guardrisk Life (The Insurer)

Address	:PO Box 786015, Sandton, 2146
Email	:LifeClaims@guardrisk.co.za or info@guardrisk.co.za
Tel	:011 669 1000

Where the **Claimant** is not satisfied with the response from the **Insurer**, the **Claimant** may escalate the matter to the Ombudsman for Long-Term insurance on:

Postal	:Private Bag X45, Claremont, 7735
Email	:info@ombud.co.za
Tel	:(021) 657-5000
Sharecall	:0860 103 236
Fax	:(021) 674-0951

5.12.4 In terms of Section 15 of the Financial Services Ombudsman Schemes Act No. 37 of 2004, that on receipt of the official referral to the aforementioned Ombudsman, any applicable time barring clause in terms of this **Policy** or the running of prescription in terms of the Prescription Act No 68 of 1969 from the date of referral to the date of withdrawal of the referral, or determination of the referral by the Ombudsman, shall be stated. If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against the **Insurer** for the enforcement of the **Claim** by way of the service of summons against the **Insurer**. Summons must be served on the **Insurer** within 6 (six) months from the date the **Claimant** receives the outcome in respect of the representations made, failing which all benefits in respect of such **Claim** shall be forfeited and no liability can arise in terms if such **Claim**.

5.13 Errors and Omissions

5.13.1 It is expressly understood and agreed that if failure to comply with any terms of this **Policy** is shown to be unintentional or as a result of administrative errors or omissions on the part of either the **Insurer** or the **Policyholder**, both the **Insurer** or the **Policyholder** shall be restored to the position they would have occupied had no such error or omission occurred.

5.13.2 The above provision shall apply only to oversights, misunderstandings or clerical errors relating to the administration of this **Policy**. Any negligent or deliberate acts or omissions by the **Policyholder** or the **Insurer** regarding the **Assurance** provided will be resolved by applying the best practice and the Policyholder Protection Rules.

5.14 General

5.14.1 No Director or employee of the **Insurer** shall be personally liable in respect of any **Claim** or demand in terms of this contract.

5.14.2 Included in the basis of the contract are all declarations, submissions and the **Policy** wording.

5.14.3 All information given to or received by an **Intermediary**/Broker acting on behalf of the **Policyholder** shall be deemed to be given or received by the **Policyholder**. The **Intermediary**/Broker shall be deemed to be an Agent of the **Policyholder**.

6. TREATING CUSTOMER FAIRLY

This product has been created to meet the **Policyholder's** requirements. The **Insurer** will at

all times deliver on customer service and customer expectations by enforcing the principles of Treating Customers Fairly (TCF). The TCF principles ensure we apply fairness to all client experiences relating to new business. **Policy** terms, service, complaints and claims processes. The TCF framework has 6 outcomes which are:

- The **Policyholder** is confident that her fair treatment is key to the **Insurer's** culture;
- Products and services are designed to meet the **Policyholder's** needs;
- The Insurer will communicate clearly, appropriately and on time during the term of the **Policy**;
- The **Insurer** provides advice which is suitable to the **Policyholder's** needs and circumstances;
- The **Insurer's** products and services met the **Policyholder's** standards and deliver what she expects;
- There are no unreasonable barriers to change the product, switch providers, access the Insurer's services, lodge a **Claim** of make a complaint.

7. PROTECTION AND PROCESSING OF PERSONAL INFORMATION

The **Policyholder's** privacy is of utmost importance to the **Insurer**. The Insurer will take the necessary measures to ensure that any and all information provided by the **Policyholder** or which is collected from the **Policyholder** is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner. The **Policyholder** hereby agrees to give honest, accurate and up-to-date **Personal Information** and to maintain and update such information when necessary.

The **Policyholder** accepts that his **Personal Information** collected by the **Insurer** may be used for the following reasons:

1. to establish and verify the **Policyholder's** identity in terms of the **Applicable Laws**;
2. to enable the **Administrator** and the **Insurer** to fulfil their obligations in terms of this **Policy**;
3. to enable **Administrator** and the **Insurer** to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the **Applicable Laws**; and
4. reporting to the relevant Regulatory Authority/Body, in terms of the **Applicable Laws**.

The **Insurer** may share the **Policyholder's** information with the following persons (among others) who have an obligation to keep your **Personal Information** secure and confidential:

1. Payment processing service providers, merchants, banks and other persons that assist with the processing of the **Policyholder's** payment instructions;
2. Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
3. Regulatory authorities, industry ombudsman, governmental departments, local and international tax authorities, and other persons that the **Insurer**, under the law, have to share the information with;
4. Credit Bureau's;
5. The **Insurer's** service providers, agents and sub-contractors like couriers and other persons the **Insurer** use to offer and provide products and services to any **Policyholder**; and
6. Persons to whom the **Insurer** cede their rights or delegate their authority to in terms of this **Policy**.

The **Policyholder** acknowledges that the **Personal Information** supplied to the **Administrator** or **Insurer** in terms of this **Policy** is provided according to the **Applicable Laws.**

Unless consented to by the **Policyholder**, the **Insurer** and the **Administrator** will not sell, exchange, transfer, rent or otherwise make available the **Policyholder's Personal Information** (such as his name, address, email address, telephone or fax number) to any other parties and the **Policyholder** indemnifies both the **Insurer** and the **Administrator** from any claims resulting from disclosures made with your consent.

The **Policyholder** understands that if the **Insurer** and the **Administrator** have utilised his **Personal Information** contrary to the **Applicable Laws**, the **Policyholder** has the right to lodge a complaint with the **Insurer** within 10 (ten) days. Should the **Insurer** not resolve the complaint to his satisfaction, he has the right to escalate the complaint to the Information Regulator.

8. QUALIFIED CLIENTS

In addition to the eligibility conditions stated under clause 2, the **Policyholder** shall be eligible subject to being in the following occupations:

8.1 Professional, executive, management, commerce, administrative and clerical, not involved with any manual labour or otherwise classified.
8.2 Master-artisans and master-artisans solely involved with management and supervision.
8.3 Shop assistants.
8.4 Skilled operators in light manual labour and non-hazardous occupations.

The following occupational groups do **NOT** qualify for this **Policy**:

- Skilled operators in heavier manual labour in non-hazardous occupations.
- People with higher than average vehicle risk.
- Skilled or semi-skilled operator in heavy manual labour or subject to high danger.
- Mining occupations.
- Railway occupations
- A variety of high-risk occupations, as listed below:
  - Farm workers and tree fellers
  - Drivers of heavy vehicles such as truck drivers, drivers of fork lifters and bus drivers
  - Messengers driving motorcycles
  - Persons handling explosives such as ammunition workers and bomb squad workers
  - Fumigator
  - Bodyguard
  - Driller
  - Bouncer at clubs
  - High-tension electrician
  - Trainer/feeder of wild animals
  - Transit guards/guards working in banks
  - Boxer
  - Debt collector not registered with the association
  - Female companion
  - Pilots and aircrew not working for a reputable airline
  - Persons working at heights higher than 15 meters
  - Dangerous circus occupations & stunt men/women
  - Butchers.