

# Credit Life Cover

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**Hollard.**

# Contents

Introduction .....	3
Cession .....	3
Death Benefit.....	3
Dread Disease Benefit .....	3
Permanent Disability Benefit .....	4
Temporary Disability Benefit .....	4
Loss of Income .....	5
Eligibility .....	5
Deferred Period .....	5
Waiting Periods .....	6
Exclusions .....	6
Limitation of Benefits .....	7
General Restrictions, Exclusions, Provisions and Conditions .....	7
Claim Process .....	10
Rejection of Claim and Time Bar .....	10
Interpretation .....	10
Definitions .....	11
Additional Information.....	15

# Credit Life Cover

## Introduction

The following is the Hollard Dealer XtraPlus **Credit Life Cover**.

The following is the Hollard Dealer XtraPlus Credit Protection policy wording. Hollard has set out the details of the policy for Your information.

This policy is underwritten by Hollard. Hollard is a registered insurance company and a licensed Financial Services Provider. This policy has been designed by Hollard for clients of the Credit Provider who have successfully applied for loans with the Credit Provider. Hollard agrees to accept any eligible person who has successfully applied for this cover and will, in the event of a valid claim, pay the benefit to the Credit Provider subject to the terms and conditions of this policy.

The Credit Provider will receive commission from Hollard as set out in the Policy Schedule.

This policy wording as amended from time to time, various administrative forms, Application Forms, Policy Schedules, declarations, authorisations, any voice-logged conversations pertaining to this policy and agreements supplied by Hollard shall form the basis of this insurance contract. In the event of any conflict between the provisions of this policy wording and that of any other documents as mentioned above, the provisions of the policy wording shall prevail.

## Cession

- It is recorded and agreed to by You in the Application Form that You assign and transfer the benefits in terms of this policy to the Credit Provider as collateral security for the outstanding debt in terms of the Credit Agreement. Accordingly, in the event of a valid claim, Hollard will pay the benefit in terms of this policy to the Credit Provider.
- This cession supersedes and cancels any other beneficiary nominated by You.

## Death Benefit

The Death Benefit provides a payment equal to the Outstanding Liability in the event of an Insured Person covered by this benefit dying during the Period of Insurance.

### Termination of Benefit

The Death Benefit in respect of a particular Insured Person will cease on the earlier of:

- The date of the Insured Person's 70th (seventieth) birthday; or
- The Expiry of Insurance Cover.

## Dread Disease Benefit

- The Dread Disease Benefit provides a payment equal to the Outstanding Liability in the event of an Insured Person covered by this benefit suffering a Dread Disease (as specified below) during the Period of Insurance.
- The Dread Disease must be diagnosed by a registered Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to Hollard.
- The Dread Disease claim event date, as determined by Hollard, is the date of such diagnosis, or, if applicable, the date on which the procedure required by the Dread Disease definition is performed.

### Termination of Benefit

The Dread Disease Benefit in respect of a particular Insured Person will cease on the earlier of:

- The date of the Insured Person's 70th (seventieth) birthday; or
- The Expiry of Insurance Cover.

### Dread Diseases Covered

The following Dread Diseases are covered as specifically defined in the Definitions section of this policy.

1.	Heart attack	7.	Paralysis
2.	Stroke	8.	Blindness
3.	Cancer	9.	Major Organ Transplant
4.	Coronary Artery Bypass Graft	10.	Coma
5.	Heart Valve Surgery	11.	Major Burns
6.	Renal Failure	12.	Loss of limb

### Dread Disease Claims – ASISA Critical Illness Disclosure Grid

- Hollard is a member of ASISA (Association for Savings & Investment South Africa) and in terms of this membership if Hollard declines a Dread Disease (Critical Illness) claim for one of the 4 main Dread Diseases (as per the table below) where the Dread Disease is covered by the policy, Hollard can be requested to assess the claim in terms of the ASISA standardised definitions.
- For the 4 main Dread Diseases events, ASISA has standardised Dread Disease definitions according to 4 severity levels. Hollard agrees to pay the following percentage of the Outstanding Liability for the following Dread Diseases and severity levels:

Dread Disease Event	ASISA Severity Level Classification			
	A Most Severe	B Moderate Impairment	C Mild Impairment	D Almost Full Recovery
Heart attack	100%	0%	0%	0%
Coronary Artery Bypass Graft	100%	100%	0%	0%
Stroke	100%	0%	0%	0%
Cancer	100%	0%	0%	0%

### Permanent Disability Benefit

- The Permanent Disability Benefit provides a payment equal to the Outstanding Liability in the event of an Insured Person covered by this benefit suffering Total and Permanent Disability during the Period of Insurance.
- The Permanent Disability claim event date, as determined by Hollard, is the date on which the Insured Person became totally and permanently disabled on the basis of objective medical or professional evidence.

### Termination of Benefit

The Permanent Disability Benefit in respect of a particular Insured Person will cease on the earlier of:

- The date of the Insured Person's 70th (seventieth) birthday; or
- The Expiry of Insurance Cover.

### Temporary Disability Benefit

- The Temporary Disability Benefit provides a monthly payment equal to the Loan Instalment in the event of an Insured Person covered by this benefit suffering Total Temporary Disability during the Period of Insurance.
- The Temporary Disability claim event date, as determined by Hollard, is the date on which the Insured Person became totally temporarily disabled on the basis of objective medical or professional evidence.

### Termination of Benefit

The Temporary Disability Benefit in respect of a particular Insured Person will cease on the earlier of:

- The date of the Insured Person's 70th (seventieth) birthday; or
- The recovery of the Insured Person; or
- The Insured Person becoming (in the opinion of Hollard) Totally and Permanently Disabled and the Permanent Disability Benefit in respect of the policy being paid; or
- The Expiry of Insurance Cover.

### Loss of Income

- The Loss of Income Benefit provides a monthly payment equal to the Loan Instalment in the event of an Insured Person covered by this benefit becoming Unemployed during the Period of Insurance.
- The benefit will be paid for a maximum period of 3 (three) months per claim event. After a claim-free period of 6 (six) consecutive months of permanent employment has been achieved, the benefit will be Reinstated for new Loss of Income Benefit claims, subject to a maximum of 6 (six) payments in total over the Period of Insurance.
- The Loss of Income claim event date, as determined by Hollard, is the date on which the Insured Person ceases to earn an income, having regard to the Insured Person's last date of active service and/or employment record.

### Termination of Benefit

The Loss of Income Benefit in respect of a particular Insured Person will cease on the earlier of:

- The payment of 6 (six) Loan Instalments under this benefit; or
- The date of the Insured Person's 70th (seventieth) birthday; or
- The Insured Person no longer being Unemployed; or
- The Expiry of Insurance Cover.

### Eligibility

- Main Insured Persons are eligible to be covered for the Death, Dread Disease, Permanent Disability, Temporary Disability and Loss of Income benefits stated. Only Main Insured Persons and Partners are eligible to be covered under the Financial Crisis Benefit.
- Insured Persons are eligible to apply for cover for the benefits described above provided they are over the age of 18 (eighteen) years and below the maximum entry age at the Commencement of Insurance.
- Where an Insured Person is over the maximum entry of 65 (sixty-five) years at the Commencement of Insurance for a particular benefit then the Insured Person will not be covered for that benefit.

### Deferred Period

The Deferred Periods applicable to each benefit are specified in the table below.

<b>Benefit</b>	<b>Death</b>	<b>Dread Disease</b>	<b>Permanent Disability</b>	<b>Temporary Disability</b>	<b>Loss of Income</b>
Deferred Period	N/A	N/A	6 (six) months	30 (thirty days)	30 (thirty days)

- The Permanent Disability Benefit will only be paid once Hollard is satisfied that the condition is permanent. If further claim investigation is necessary in order to form a more accurate and fair assessment of the disability, Hollard reserves the right to extend the Deferred Period.
- Premiums are payable during the Deferred Period, and any extended Deferred Period required by Hollard.
- Premiums will be waived for the period that a Temporary Disability Benefit or a Loss of Income Benefit is being paid.

## Waiting Periods

The Waiting Periods applicable to each benefit are specified in the table below.

Benefit	Death	Dread Disease	Permanent Disability	Temporary Disability	Loss of Income
Waiting Period	N/A	N/A	N/A	N/A	3 (three) months

- There is no Waiting Period for claims that are the result of an Accident that occurred after the Commencement of Insurance.
- Should cover in respect of an Insured Person be terminated and subsequently reinstated, the Waiting Periods will commence on the date of reinstatement, unless waived in writing by Hollard.
- Should cover for a new loan be applied for, a new policy must be issued and the Waiting Periods will re-apply to the new loan from the Commencement of Insurance of the new policy.

## Exclusions

### Pre-Existing Conditions Exclusion – All Benefits

- No claim will be payable during the 24 (twenty-four) month period after the Commencement of Insurance or date of reinstatement where the Insured Person suffered from any condition (i.e. any medical condition, physical defect, illness, bodily injury or disability) of which the Insured Person was aware or ought reasonably to have been aware and for which the Insured Person received treatment or consulted a medical professional in the 24 (twenty-four) month period prior to the Commencement of Insurance or date of reinstatement where the claim event was caused directly or indirectly by the pre-existing condition.
- Pre-existing conditions include:
  - any form of heart disease or heart attack, high blood pressure or high cholesterol;
  - any form of cancer;
  - any form of stroke;
  - any form of kidney disease;
  - any form of pneumonia, asthma, tuberculosis or lung ailment;
  - any form of diabetes;
  - any form of depression, epilepsy or fit;
  - any form of disability (including back-ailment, hip, knee or shoulder problem);
  - any disease or condition which requires chronic medication usage; and
  - any disease or condition which required medical treatment because a special investigation, such as a scan or an X-ray, showed abnormal results.

### Other Exclusions – All Benefits

In addition to the Waiting Periods and Pre-existing Conditions Exclusion specified above, Hollard will not be liable to pay any benefit if any claim arises directly or indirectly from or is traceable to:

- self-inflicted injuries or illness, suicide or attempted suicide; or
- an Insured Person engaging in:
  - a Terrorist's Activity; or
  - labour disturbances, riot, strike or lock-out; or
  - Hazardous Sports / Activities more than once a month or on an income earning basis; or
  - war, invasion, acts of foreign enemy, hostilities, rebellion, revolution, insurrection or military or usurped power, or by ionising radiations or contamination by radioactivity from a nuclear fuel or waste; or
- an Insured Person driving any type of vehicle when he/she had a blood alcohol content that exceeded the legal limit allowed for driving by the laws of the country where the Accident occurred; or
- the use of drugs by an Insured Person, unless it is proved that the drug was used in accordance with proper medical prescription and not for the treatment of a drug addiction; or
- an Insured Person refusing medical treatment recommended by a Medical Practitioner.

### **Additional Exclusions – Temporary Disability Benefit**

- For the Temporary Disability Benefit, in addition to the Waiting Periods and exclusions above, Hollard will not be liable to pay any Temporary Disability Benefit if an Insured Person was not continuously employed for a period of at least 6 (six) consecutive months before the onset of disability.

### **Additional Exclusions – Loss of Income Benefit**

For the Loss of Income Benefit, in addition to the Waiting Periods and exclusions above, Hollard will not be liable to pay a Loss of Income Benefit if any of the following applies:

- The Insured Person resigned, retired or accepted voluntary retrenchment or redundancy;
- The Insured Person was aware at the Commencement of Insurance or had reasonable grounds for believing that he/she would become Unemployed during the Period of Insurance;
- The Insured Person lost his/her job due to theft, fraud, dishonesty or any misconduct on his/her part, or received in the 6 (six) months prior to the Commencement of Insurance one or more verbal or written reprimands which constituted part of his/her employer's disciplinary procedures;
- The Insured Person had not been employed on a full time permanent basis for at least 6 (six) consecutive months, at the same employer, at the time he/she was Unemployed;
- The Insured Person is Self-Employed
- The Insured Person undertook seasonal work, or where unemployment is a regular feature of his/her work;
- The Insured Person's unemployment was:
  - caused by an unlawful strike, labour dispute or industrial action whether the Insured Person was participating or not;
  - due to, illness or injury;
  - due to the expiry of the fixed term of a renewable contract of employment;
  - caused by any lawfully constituted authority nationalising, confiscating or commandeering the assets of his/her employer.

### **Limitation of Benefits**

- An Insured Person may not be covered in terms of one or more Hollard Customer Protection Plan Policies where the total Outstanding Liability across that Insured Person's cover in respect of all policies at any time exceeds R1,500,000.00.
- Hollard may increase this limit from time to time.
- In the event that a claim is submitted where the limit as stated above has been breached, the amount payable by Hollard will be limited to the Outstanding Liability or Loan Instalment (as applicable) calculated assuming that the maximum aggregate Outstanding Liability was equal to the maximum benefit allowed. Hollard may refund a proportion of the premiums paid for cover above the maximum benefit.
- Only one Credit Agreement shall be covered per policy. Should an Insured Person apply for a second loan, a new policy must be issued for the new loan. In the event that this is not done and a claim is submitted, Hollard shall only be liable for the claim amount applicable to the original loan.
- In the event that claims for more than one benefit are qualified for at the same time, only one such benefit will be payable at any time, being the benefit of maximum value.
- This policy does not acquire any paid-up value or surrender value.
- All benefit payments are subject to the verification of the validity of any claim.

## **General Restrictions, Exclusions, Provisions and Conditions**

### **Consent to Disclosure of Private Information**

- It is essential for insurance companies to share claims and underwriting information (as well as credit information) in order to enable the fair assessment and underwriting of risks and to reduce the number of fraudulent claims.
- Insured Persons are required to waive any right to privacy and consent to the disclosure of any insurance information provided by them or on their behalf for any insurance policy or claim made or lodged by the Insured Persons or on their behalf and to agree to such information being disclosed to any other insurance company, whether on their behalf or on behalf of any person represented herein.
- This consent clause will survive the Expiry of Insurance Cover for whatever reason, including the cancellation or lapsing thereof.
- The information provided may be verified against other sources or databases.

### **Currency and Law**

- Premiums and benefits payable under this policy shall be paid in the Republic of South Africa and in South African Rands only.
- This policy shall be governed by and interpreted in accordance with South African Law in the courts of the Republic of South Africa.

### **Territory Covered**

- Insured Persons must ordinarily reside in the Republic of South Africa to be covered in terms of this policy. Cover is extended to include a visit lasting less than 3 (three) months outside the Republic of South Africa.
- An Insured Person who is not a South African citizen, a legal permanent resident or who ordinarily resides outside of the Republic of South Africa will not be covered in terms of this policy.

### **Criminal Activities**

- Hollard shall have no liability whatsoever under this policy where any claim arises from or is the result of any intentional contravention of any criminal law, whether legislative or common-law (including fraud), by the Credit Provider or an Insured Person, or by anyone acting on the Credit Provider or an Insured Person's behalf or with his/her consent, or by any person claiming any benefit under this policy.
- In the event of such a claim, all benefits afforded in terms of this policy and all premiums paid in respect of this policy shall be forfeited, and this policy may be void or cancelled as from the date of the criminal offence, at Hollard's discretion.

### **Misrepresentation, Misdescription or Non-Disclosure**

- Misrepresentation, misdescription or non-disclosure of any material fact or circumstances in connection with this policy, a claim or the application for this policy may result in the policy being cancelled, a claim rejected or the policy being void from inception and all premiums being forfeited.
- In the event that a benefit has been paid as a result of any misrepresentation, non-disclosure, misdescription or fraudulent action by the Credit Provider, an Insured Person or by any person claiming any benefit under this policy, such person will be required to repay or return the benefit paid. Hollard shall be entitled to take legal action to recover the benefit and any costs involved.

### **30-Day Review Period**

- Where no claim has been instituted in terms of this policy or where no right has accrued to institute a claim, You may, within 30 (thirty) days of the Commencement of Insurance, cancel Your policy by contacting the Credit Provider and informing them of the cancellation.
- All premiums paid during this 30-(thirty-) day review period, subject to the deduction of the cost of any cover actually enjoyed by the Insured Person(s), shall be refunded by Hollard to You.

### **Premium Calculation**

- The premium payable shall be a monthly premium calculated with reference to the initial loan amount as specified in the Policy Schedule.
- In the event that premiums are incorrectly calculated and insufficient to pay for the benefits as specified, Hollard or the Administrator shall notify You of the correct premium amount, and full cover shall only be maintained on condition that the additional premium and any outstanding premiums are paid to Hollard.
- If no such adjustment is effected within 30 (thirty) days, all benefits applicable to the Insured Person(s) for whom the premium was incorrectly calculated shall be reduced to only provide cover applicable to the total premium received.

### **Premium Collection**

The premium is payable monthly in advance by debit order on the Premium Due Date. Written notification of any changes in banking details must be provided to the Administrator at least 10 days before the next premium is due for payment. Should the debit order be rejected or the premium unpaid as a result of insufficient funds or reasons outside of your control, the policy will remain active and a single premium will be collected on the following Premium Due Date. In the event that 2 (two) consecutive premiums are unpaid the policy and all cover and benefits in relation thereto will immediately be cancelled. In the event of any claim becoming payable under this policy, any premiums that were not successfully collected during the existence of the policy will be deducted from the claim amount payable.

### **No Premium No Cover**

- An Insured Person's cover shall begin on the later of the date of receipt of the first premium due for cover in respect of the policy and the commencement of the Credit Agreement.

### **Premium Payment Days of Grace**

- A period of 30 (thirty) days' grace from the Premium Due Date is allowed for the payment of each premium due and payable. During this grace period, all benefits will remain in force. If any event occurs during the period of grace that results in a valid claim, the unpaid premium will be deducted from any amount paid out.
- The premium grace period does not apply to the payment of the first premium on the Commencement of Insurance.

### **Premium and Policy Amendments**

- Hollard may increase the premiums from time to time by giving You 30 (thirty) days' written notice of such increase.
- Hollard may amend this policy by way of endorsement, provided that any amendment will not retrospectively affect the extent of cover already provided and in force in terms of this policy.
- Hollard may charge an administration fee for any amendment requested (including reinstatement of cover). Hollard will advise of the administration fee at the time that the amendment is requested.

### **Changes in Details Supplied**

- Should there be any changes to the original details supplied at the time of application, Insured Persons must notify the Administrator within 30 (thirty) days of such change occurring, and Hollard shall take the action deemed necessary in this regard.
- Should the Insured Person not notify the Administrator of such change, Hollard reserves the right to reject liability in terms of a claim or to cancel the policy.

### **Cancellation and Refund**

- You may request that Your policy is cancelled by giving the Credit Provider 31 (thirty one) days' notice of cancellation.
- If a premium has been paid for any period beyond the date of cancellation of the policy, Hollard shall refund the relevant premium to You.

### **Communication Method**

- All communication with Hollard or anyone acting on Hollard's behalf must be in writing.
- Hollard may, at its sole discretion, accept communication by phone where such communication is voice logged by Hollard or on Hollard's behalf.

### **Clerical Error**

- A clerical error by Hollard shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

### **Condition Precedent**

- Hollard's liability in terms of this policy is conditional on the Credit Provider, an Insured Person or anyone acting on the Credit Provider or Insured Person's behalf, complying with all the terms, conditions and warranties of this policy.

### **Waiver of Conditions**

- No waiver of any of the terms, conditions and endorsements of this policy shall be valid unless made in writing under the signature of a duly authorised officer of Hollard. In addition, no act or omission by Hollard or any officer, employee or servant of Hollard shall be deemed to be a representation on behalf of Hollard upon which the Credit Provider, Insured Persons or their representatives are entitled to act.
- Hollard shall have the right to do all that is necessary and appropriate to comply with any requirements of any legislation or regulatory authorities.

## Hollard's Liability

- Hollard will not be liable to make any payment unless the premium due in terms of this policy has been received, and the applicable documentation, data or medical evidence and satisfactory proof of a claim as required by Hollard has been provided to Hollard at Your expense or if applicable at the expense of Your appointed executor or the Credit Provider.
- Payment by Hollard of the benefits provided in the event of a valid claim in terms of this policy will be a full and effective discharge by Hollard of its liability and obligations in terms of the policy.

## Claim Process

- On the happening of an event, which may result in a claim in terms of this policy, You or Your appointed executor shall submit the claim to the Administrator.
- The Administrator, on behalf of Hollard, shall be notified of the full details in writing of the claim as soon as reasonably possible but within a maximum of 180 days from the date of the event giving rise to the claim.
- Hollard shall in no way whatsoever be liable to pay any benefit if the full details of the claim are not received within the maximum period as stipulated above.
- All certificates, information and evidence required by Hollard shall be furnished in the form prescribed and without expense to Hollard. Should Hollard require confirmatory diagnosis or a second opinion on the evidence submitted to Hollard, the Insured Persons shall submit to medical examinations by a Medical Practitioner appointed by Hollard, at Hollard's expense, as often as shall be required in connection with any claim.
- Hollard shall be entitled to access any medical and hospital records in relation to an Insured Person's health and make copies of such records.
- Any receipt or discharge which You or your estate may give to Hollard for any benefit paid under this policy shall be deemed as final and complete discharge of all liability of Hollard in respect of any and every contingency resulting to the Insured Person in consequence of the claim event whether resulting before or after the date of such receipt or discharge.

## Rejection of Claim and Time Bar

- If Hollard declines liability for a claim made in terms of this policy, representation may be made by You to Hollard within 90 (ninety) days of the date of receipt of the letter of rejection. Representation must be submitted in writing to:

Hollard Life Claims Manager,  
PO Box 87428, Houghton, 2041

Fax: 011 351 3003

Alternatively contact:  
The Ombudsman for Long Term Insurance,  
Private Bag X45, Claremont 7735

Telephone: 021 657 5000

Fax: 021 674 0951

- If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against Hollard for the enforcement of the claim by way of the service of summons against Hollard. Summons must be served on Hollard within 180 (one hundred and eighty) days of the expiry of the above 90 (ninety) day period, failing which all benefits in respect of such claim shall be forfeited and no liability can arise in terms of such claim.

## Interpretation

- Words importing the singular shall include the plural, and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa.
- The clause headings in this policy are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

## Definitions

Unless the contrary appears from the context, the following words and phrases shall have the meanings assigned to them where they appear in this policy:

### **Accident**

Accident means a sudden, fortuitous and uncertain event which is caused solely and directly by violent, external, physical and visible means independently of any other cause.

### **Administrator**

Administrator means Motorite Administrators (Pty) Ltd an Authorised Financial Service Provider Licence No. 9140 Registration No. 1997/00063707, appointed by Hollard to administer Your Policy.

### **Application Form**

Application Form means the document in which You applied for this policy.

### **Blindness**

Blindness is the total, permanent and irreversible loss of all sight in both eyes as a result of sickness or Accident. Diagnosis has to be confirmed by an ophthalmologist and evidenced by a permanent visual acuity impairment (which is not correctable by surgery) resulting in a Snellen rating of less than 20/200 bilaterally.

### **Cancer**

Cancer is any malignant tumour positively diagnosed with histological confirmation characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term 'malignant tumour' includes leukaemia, lymphoma and sarcoma but the following are not covered:

- All tumours which are histologically classified as pre-malignant, as non-invasive, as cancer in situ, or as having either borderline malignancy or low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 (six) or having progressed to at least clinical TNM classification T2N0M0.
- All skin cancers, other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of the skin).
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least stage 2 on the RAI classification system.
- Lymphoma limited to one region of lymph nodes.

### **Claim Payable Date**

The Claim Payable Date means the date on which a valid claim becomes payable, and is equal to the claim event date plus any Deferred Period (if applicable).

### **Coma**

Coma is a state of unconsciousness with no reaction or response to external stimuli or internal needs, persisting continuously, with the use of life support systems, for a period of at least 96 (ninety-six) hours and which in the opinion of Hollard results in permanent neurological deficit. Diagnosis has to be confirmed by a specialist and neurological deficit has to be medically documented for at least 3 (three) months. Coma secondary to alcohol or drug misuse is not covered.

### **Commencement of Insurance**

Commencement of Insurance means the date from which Insured Person(s) are covered in terms of this policy. It is equal to the later of the date of receipt of the first premium due in respect of this policy and the commencement of the Credit Agreement as noted in the Policy Schedule.

### **Coronary Artery Bypass Graft**

Coronary Artery Bypass Graft is the undergoing of surgery to correct the narrowing of, or blockage to, two or more coronary arteries by means of a bypass graft. Realisation of the bypass surgery has to be confirmed by a cardiothoracic surgeon.

Excluded are:

- Angioplasty;
- Keyhole surgery; and
- Any other intra-arterial procedures.

### **Credit Agreement**

Credit Agreement means a loan contract, which meets all the criteria for credit agreements as set out in Section 8 of The National Credit Act 34 of 2005 (as amended), and which is entered into between You and the Credit Provider.

### **Credit Provider**

Credit Provider means the financial institution, as specified in the Policy Schedule, that has entered into the Credit Agreement with the Insured Persons.

### **Deferred Period**

Deferred Period means the period, starting on the claim event date, for which a claim condition must endure continuously in order for a benefit to become payable.

### **Expiry of Insurance Cover**

Expiry of Insurance cover means the date from which all benefits and premiums in respect of this policy will cease to be payable, and is equal to the earlier of:

- Your death; or
- All benefits pertaining to the policy being cancelled, ceased, expired, lapsed or matured; or
- The non-payment of any premium within 30 (thirty) days of the Premium Due Date; or
- The payment of a claim, where the claim amount is equal to the Outstanding Liability; or
- The payment of a claim, where the claim amount is equal to the Loan Instalment and such payment results in settlement of the Credit Agreement; or
- The end of the term of the Credit Agreement; or
- The termination of the Credit Agreement in terms of sections 122 or 123 of the National Credit Act 34 of 2005 (as amended).

### **Hazardous Sports / Activities**

Hazardous Sports / Activities include but are not limited to participation in the following sports on an income-earning basis or participating in the following sports more than once a month:

aviation sports, paragliding, underwater diving necessitating the use of an artificial breathing apparatus, hang-gliding, hunting, spear-fishing, rock-climbing or mountaineering necessitating the use of ropes and guides, micro-lighting, motorboat racing, motor racing, motor-cycle racing, sky diving/parachuting, target shooting, acrobatic flying, parasailing, go- carting, drag-racing, rally driving, bungee jumping, winter sports involving snow or ice, or racing other than on foot.

### **Heart Attack**

Heart Attack is the death of the heart muscle, due to inadequate blood supply, as evidenced by at least two of the following criteria:

- Compatible clinical symptoms
- Characteristic ECG changes, which can be either of the following:
  - New pathological Q-waves, defined as:
    - Any new Q-wave in leads V1 through V3;
    - A Q-wave greater than or equal to 40 ms (0.04s) in leads I, II, AVL, AVF, V4, V5 or V6;
    - The Q-wave changes must be present in any two contiguous leads and be greater than or equal to 1mm in depth.;
    - Appearance of new complete bundle branch block.

or

- ST-segment and T-wave changes, when accompanied by raised cardiac markers as described below, indicative of myocardial ischaemia that may progress to myocardial infarction, defined as:
  - Patients with ST-segment elevation:
    - New or presumed new ST segment elevation at the J point in two or more contiguous leads with the cut-off points greater than or equal to 0.2mV in leads V1, V2, or V3, and greater than or equal to 0.1mV in other leads.
    - Contiguity in the frontal plane is defined by the lead sequence AVL, I and II, AVF, III.
  - Patients without ST-segment elevation:
    - ST-segment depression of at least 0.1 mV;
    - T-wave abnormalities only.
- Pre-intervention raised cardiac markers:
  - Trop T greater than 1,0 ng/ml, or
  - Trop I greater than 0,5 ng/ml, or
  - CK-MB mass greater than two times the normal values in acute presentation phase, or
  - Total CPK elevation of greater than two times the normal values, with at least 6% (six percent) being CK-MB and with permanent impairment in one or more of the following functional criteria, as measured 6 weeks post-infarction:
    - LVEF of less than 30% (thirty percent),
    - LVEDD of more than 72 (seventy two),
    - Ultrasound FS in percentage of less than 16% (sixteen percent),
      - METS of 1 (one) or less, and
      - NYHA classification of Class 4 (four).

The evidence must show a definite acute myocardial infarction. Other acute coronary syndromes, including but not limited to angina, are not covered by this definition

### **Heart Valve Surgery**

Heart Valve Surgery is the undergoing of major surgery requiring median sternotomy (division of the breastbone) on the advice of a consultant cardiologist to replace or repair 2 (two) or more heart valves. Realisation of the heart valve surgery has to be confirmed by a cardiothoracic surgeon.

### **Hollard**

Hollard Life Assurance Company Limited.

### **Insured Person(s)**

Insured Person(s) means the person(s) who have been accepted as Main Insured Persons. No person will be covered unless listed in the Policy Schedule as an Insured Person.

### **Loan Instalment**

Loan Instalment means the regular monthly loan instalment due in terms of the Credit Agreement. Loan Instalment excludes any residual payment (also known as "balloon payment") due in terms of the Credit Agreement, any other additional amounts and any instalments and/or any premiums which are in arrears and which fell due for payment prior to the Claim Payable Date or any interest thereon. Loan Instalment includes (if applicable) the premiums for Cover Plus, Return To Invoice, Deposit Protector, Courtesy Car and Retrenchment policies relating to the Credit Agreement. The Loan Instalment is only applicable to and payable on valid claims for the Total Temporary Disability and Loss of Income Benefits.

### **Loss of Limb**

Loss of Limb means the total and permanent loss or loss of use of a limb (at or above the elbow or knee) as the result of an Accident, or the total and permanent loss or loss of use of a hand or a foot as the result of an Accident (with radiological evidence of irreversible joint destruction).

### **Main Insured Person or You or Policyholder**

Main Insured Person or You or Policyholder means the principal debtor in terms of the Credit Agreement and who is listed in the Policy Schedule as the Main Insured Person in terms of this policy.

### **Major Burns**

Major Burns are burns that involve damage or destruction of the skin to its full depth through to the underlying tissue covering at least 20% (twenty percent) of the body surface area as determined by the Lund Browder chart.

### **Major Organ Transplant**

Major Organ Transplant is the actual undergoing of a transplant as the recipient of a heart, lung, liver, pancreas, small bowel, kidney or bone marrow. Realisation of the transplantation has to be confirmed by the relevant medical specialist. Excluded are:

- The transplantation of all organs, parts of organs or any other tissue transplant, other than those organs specified above; and
- Injections of cells into organs to generate growth.

### **Outstanding Liability**

Outstanding Liability means the amount of the outstanding balance due by You in terms of the Credit Agreement as at the Claim Payable Date, excluding any value added products that were not included in the calculation of the premium, any finance charges, any arrears falling due on the Claim Payable Date and any interest thereon.

### **Paralysis**

Paralysis is the total and irreversible loss of use of 2 (two) or more limbs through paralysis due to Accident or sickness of the spinal cord. These conditions have to be medically documented by a specialist for at least 3 (three) months. Excluded is paralysis due to Guillain-Barré-Syndrome.

### **Period of Insurance**

Period of Insurance means, subject to the receipt of premiums monthly in advance, the period between the Commencement of Insurance and the Expiry of Insurance Cover.

### **Physician or Medical Practitioner**

Physician or Medical Practitioner means a person legally licensed and duly qualified to practise medicine and surgery (other than the policyholder, an Insured Person or a member of their family).

### **Premium Due Date**

Means the period stated in the Certificate of Insurance of this policy or any agreed renewal period. Cover starts on the inception date as stated on the Certificate of Insurance, subject to Hollard's receipt of the first premium by the Premium Due Date.

### **Policy Schedule**

Policy Schedule is the document issued in respect of this policy and which forms part of the policy.

### **Renal Failure**

Renal Failure is end stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is required. Diagnosis has to be confirmed by a nephrologist.

### **Retrenchment**

Retrenchment means being retrenched or made redundant by an employer during the term of the employment agreement due to new technology, reorganisation by the employer, liquidation of the employer or staff reductions as contemplated under the Labour Relations Act 1995 (as amended).

### **Stroke**

- Stroke is the death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in neurological deficit lasting longer than 24 (twenty four) hours consistent with the area of the brain affected, and confirmed by a neuro- imaging investigation and appropriate clinical findings by a specialist neurologist.
- The stroke must result in a Whole Person Impairment (WPI) of greater than 35% (thirty five percent) (calculated as per the American Medical Association Guide to the Evaluation of Permanent Impairment 6th edition) or result in the Insured Person unable to do 3 (three) or more basic Activities of Daily Living (Bowel status, Bladder status, Grooming, Toileting, Feeding, Transfers from chair to bed, Indoor mobility, Dressing, Stairs, Bathing).
- The severity level must be assessed by a full neurological examination by a specialist neurologist any time after 3 (three) months.

- Excluded are:
  - Transient ischemic attacks (TIA).
  - Traumatic injury to brain tissue or blood vessels.
  - Vascular disease affecting the eye or optic nerve.
  - Migraine and vestibular disorders.

### **Terrorists Activity**

Terrorists Activity means an act involving the use of violence and/or intimidation, or the threat or the preparation thereof, which appears to be intended to disrupt, coerce or influence a government or the public or a section of the public, read together with Section 1 of the Protection of Constitutional Terrorist and Related Activities Act (Act 33 of 2004) as amended.

### **Total and Permanent Disability**

Total and permanent disability means medically certified total disability as a result of illness, injury or disease and which cannot be cured or treated, and which prevents the Insured Person from earning an income by following his/her own occupation, or any other for which he/she is suited in terms of training, education and experience. An Insured Person shall also be deemed to have suffered total and permanent disability upon the loss or loss of use of both hands, both feet (or one of each) or both eyes.

If the Insured Person was not permanently employed for a period of at least 6 (six) consecutive months before the onset of disability, total and permanent disability shall mean the loss or loss of use of both hands, both feet (or one of each) or both eyes.

### **Total Temporary Disability**

Total temporary disability means medically certified temporary disability as a result of illness, injury or disease, and which prevents the Insured Person from earning his/her normal income by following his/her own occupation. In the event of partial loss of income, the benefit payable shall be scaled down accordingly. The proportion of the benefit payable shall be equal to the proportion that the lost income bears to the Insured Person's normal income.

### **Treatment or Advice**

Treatment or Advice means the regular or routine examination by, or consultation with, a Physician or Medical Practitioner for the purpose of monitoring existing medical conditions.

### **Unemployment**

Unemployed / Unemployment means the Insured Person suffering a total loss of income due to Retrenchment.

### **Waiting Period**

Waiting Period means the period, starting on the Commencement of Insurance, during which the occurrence of a claim event does not result in a benefit becoming payable.