

**Disclosures relevant to Policy EB 0 030 913
for Independent Schools Association of Southern Africa
Effective 1 March 2014**

GENERAL COMMENTS

The policy document has been revised as a result of a contractual review. The effective date has therefore changed, but there are no material changes to the policy document.

**INDEPENDENT SCHOOLS
ASSOCIATION OF SOUTHERN
AFRICA**

FAMILY COVER POLICY

ORIGINAL

Policy Number : EB 0 030 913
Effective : 1 March 2014



**OLD MUTUAL LIFE ASSURANCE COMPANY
(SOUTH AFRICA) LIMITED
(Old Mutual)**

**Head Office: Mutualpark,
Pinelands**

Reg. No. 1999/004643/06

POLICY EB 0 030 913

The initial policy document took effect on the *Commencement Date*.

This *Contract* which constitutes a life policy in terms of the Long-term Insurance Act 52 of 1998, takes effect on 1 March 2014 and applies to all claim events that occur while such *Contract* is in force.

The policy document provisions in force immediately before 1 March 2014 have been replaced by the provisions set out in this *Contract* in respect of all *Insured Persons* other than the following:

- an *Insured Person* in respect of whom a claim was admitted before 1 March 2014;
- an *Insured Person* whose claim is still subject to consideration by *Old Mutual* as at 1 March 2014 in accordance with the provisions of the policy document in force before such date;
- an *Insured Person* in respect of whom the conditions for submission and assessment of a claim, as set out in the provisions of the policy document in force before 1 March 2014, are in the process of being completed as at 1 March 2014.

Signed at Pinelands on 11 February 2014.



.....
D H BOSHOFF
for *Old Mutual*
and duly authorised thereto

CONTENTS

	Page
1. Interpretation and Definitions	3
2. <i>Family Benefit</i>	6
3. <i>Premiums</i>	12
4. Amendment, Review and Termination of <i>Contract</i>	13
5. General	15

ORIGINAL

1. INTERPRETATION AND DEFINITIONS

Interpretation

In this *Contract*:

- Clause headings are for the purposes of convenience and reference only. They must not be used in the interpretation of the *Contract* and will not modify nor amplify any of its provisions.
- The singular and the plural are used interchangeably.
- A reference to the masculine will include the feminine.
- Defined words and expressions are indicated by *Italicised Letters* and will have the meaning assigned to them below.
- Where a word or expression has been defined below or elsewhere in the *Contract* and such definition contains a provision giving a right to or placing an obligation on *Old Mutual* or the *Policyholder*, such provision will apply as if it were a substantive provision contained in the body of the *Contract*.

Definitions

<i>Actively at Work</i>	Being present at the <i>Employer's</i> usual place of business, performing the material duties of the relevant job.
<i>Bank Account</i>	An account held in the Republic of South Africa with a bank as defined in the Banks Act, No. 94 of 1990, or a mutual bank as defined in the Mutual Banks Act, No. 124 of 1993.
<i>Ceasing Age</i>	Any age as elected by the participating <i>Employer</i> between ages 60 and 65 and as advised to <i>Old Mutual</i> by the <i>Policyholder</i> (which age has been accepted by <i>Old Mutual</i> as being the applicable age).
<i>Commencement Date</i>	1 April 2006.
<i>Contract</i>	The agreement constituted jointly by the terms of the <i>Review Proposal</i> and the policy document.

<i>Disability Income Contract</i>	The insured group disability income arrangement in terms of which <i>Primary Insured Persons</i> are covered for disability income benefits.
<i>Employer</i>	A School or other Body that is eligible through membership of the Independent Schools Association of Southern Africa (incorporating the Association of Private Schools) or an associate whose participation has been approved by the Association and who has elected to participate.
<i>Family Benefit</i>	The benefit payable on admission of a claim in terms of clause 2.3. Such benefit will be equal to the insured amount applicable to the <i>Insured Person</i> in terms of clause 2.1 immediately before the date of death.
<i>Family Unit</i>	The <i>Insured Spouse</i> and <i>Insured Children</i> of the <i>Primary Insured Person</i> .
<i>Insured Child</i>	A child who is insured under the <i>Contract</i> in terms of clause 2.2.
<i>Insured Person</i>	Any of the following: <ul style="list-style-type: none"> • A <i>Primary Insured Person</i>, or • an <i>Insured Spouse</i>, or • an <i>Insured Child</i>.
<i>Insured Spouse</i>	A spouse who is insured under the <i>Contract</i> in terms of clause 2.2.
<i>Old Mutual</i>	Old Mutual Life Assurance Company (South Africa) Limited.
<i>Policyholder</i>	Independent Schools Association of Southern Africa.
<i>Premium</i>	The monthly amount payable in terms of clause 3 and based on the prevailing premium rate set out in the <i>Review Proposal</i> , subject to the amendment and review provisions in clause 4.
<i>Primary Insured Person</i>	A person who is insured under the <i>Contract</i> in terms of clause 2.2.2.

Review Period

A period beginning on 1 March in a given year and ending immediately before 1 March the following year.

Review Proposal

The most recent proposal document for a review of the *Contract* effected by *Old Mutual* and accepted by the *Policyholder*.

ORIGINAL

2. FAMILY BENEFIT

2.1 Purpose and Amount of Insurance

Subject to the terms and conditions of the *Contract*, *Old Mutual* will insure an *Insured Person* against death for an amount determined in accordance with the following table:

Category of <i>Insured Person</i>	Insured Amount
A <i>Primary Insured Person</i>	R10 000
An <i>Insured Spouse</i>	R10 000
An <i>Insured Child</i> aged 14 or over	R10 000
An <i>Insured Child</i> aged 6 or over but under age 14	R5 000
An <i>Insured Child</i> aged 2 or over but under age 6	R2 500
An <i>Insured Child</i> under age 2 but excluding a stillborn <i>Insured Child</i>	R1 500
A stillborn <i>Insured Child</i>	R1 500

2.2 Insured Person

2.2.1 It will be compulsory for the *Policyholder* to insure in terms of the *Contract*

- (a) every person who was insured under the policy document in force immediately before 1 March 2014 and who is not excluded in terms of the provisions on the Signing Page, and
- (b) every person who meets the requirements in this clause 2.2 for the first time on or after 1 March 2014 and who has elected insurance under the *Contract*,

by paying the relevant *Premiums*.

The option to elect insurance under the *Contract* may be exercised when a person first meets the requirements in this clause 2.2, or when his employer first becomes a participating *Employer*. Thereafter a person will have the option to elect insurance at the beginning of each *Review Period*.

Where a person in clause 2.2.1(b) is not insured in terms of the *Contract* due to an omission on the part of the *Policyholder*, *Old Mutual* may allow him to become an *Insured Person* subject to such conditions as *Old Mutual* considers appropriate. *Old Mutual* may also exclude any claim events that happened before the date he becomes an *Insured Person*.

If *Premiums* have been received in error in respect of a person who does not meet the requirements in this clause 2.2, he will be regarded as not having been insured under the *Contract*. *Old Mutual* will refund all *Premiums* received in respect of such person.

- 2.2.2 A person will qualify to elect insurance as a primary insured person under the *Contract* if
- (a) he is a member of the Independent Schools Association of South Africa, and
 - (b) he is a full-time or part-time permanent staff member of the *Employer*, and
 - (c) he is under the *Ceasing Age*.
- 2.2.3 A *Primary Insured Person's* spouse will qualify for insurance under the *Contract* if
- (a) he is legally married to the *Primary Insured Person* (including validly married in terms of the Recognition of Customary Marriages Act, No. 120 of 1998), or
 - (b) *Old Mutual* is satisfied that he is a party to a marriage concluded with the *Primary Insured Person* in accordance with the customs and usages traditionally observed among the indigenous African people of South Africa and which form part of the culture of those people, or
 - (c) he would have been validly married to the *Primary Insured Person* but for the provisions of the Prohibition of Mixed Marriages Act, 1949; and such marriage has not on grounds other than the provisions of such Act been dissolved or declared invalid by a competent court; and neither of the parties to such marriage has after contraction thereof lawfully married another person, or
 - (d) he is able to prove, to the satisfaction of *Old Mutual*, that, for a continuous period of at least six consecutive months, he has been the partner of the *Primary Insured Person* in an abiding serious relationship akin to living together in a manner resembling for all intents and purposes a monogamous marriage between husband and wife, except that their relationship may be homosexual or heterosexual, or
 - (e) *Old Mutual* is satisfied that he is party to a union with the *Primary Insured Person* validly concluded under a system of religious law.

The relationship of the spouse to the *Primary Insured Person* must be substantiated by a marriage certificate or other proof acceptable to *Old Mutual*.

2.2.4 A *Primary Insured Person's* child will qualify for insurance under the *Contract* if he is a biological child, stepchild or legally adopted child of the *Primary Insured Person*, has never been married and is

- (a) under age 21, or
- (b) a full-time student under age 25.

Insurance will be extended indefinitely if the child qualifies under (a) or (b) above and is or becomes wholly and continuously dependent on the *Primary Insured Person* as a result of mental or physical infirmity that prevents him from maintaining himself.

If at any time an insured child no longer meets any of the requirements above, then insurance in respect of such child will not be reinstated later. Such a child will not be considered an insured child for the purposes of this policy at any future date.

A stillborn child will also be regarded as a child for the purposes of this clause, provided that the foetus was at least 26 weeks old as at the date of termination of the pregnancy.

The relationship of the child to the *Primary Insured Person* must be substantiated by a birth certificate, adoption certificate or other proof acceptable to *Old Mutual*.

2.2.5 Unless otherwise provided for in clause 2.2.6, a *Primary Insured Person* will cease to be insured under the *Contract* at midnight on the earliest of

- (a) the date provided for in clause 2.5 (Authorised Absence from Work), or
- (b) the date his service with the *Employer* terminates, or
- (c) the last day of the month in which he reaches the *Ceasing Age*, or
- (d) the date on which the *Contract* is terminated in terms of clause 4.3, subject to the provisions of clauses 4.3.4 and 4.3.5, or
- (e) the date he ceases to meet the requirements in clause 2.2.2(a) and clause 2.2.2(b) for reasons other than those set out above.

2.2.6 If a *Primary Insured Person* becomes entitled to an income benefit in terms of the *Disability Income Contract*, he will remain insured under the *Contract* until payment of the income benefit ceases but not beyond midnight on the last day of the month in which the *Primary Insured Person* reaches the

Ceasing Age. If the *Contract* is terminated in terms of clause 4.3 before this date, he will cease to be insured at midnight on the date on which the *Contract* is terminated.

- 2.2.7 An *Insured Person* included in the *Primary Insured Person's Family Unit* will cease to be insured under the *Contract* at midnight on the earlier of
- (a) the date on which the *Primary Insured Person* ceases to be insured in terms of clause 2.2.5, or
 - (b) the date such *Insured Person* ceases to meet the requirements in clause 2.2.3 or clause 2.2.4, as the case may be.

2.3 Submission, Assessment and Admission of a Claim

- 2.3.1 The *Policyholder* must submit the claim on *Old Mutual's* prescribed forms and must include the documentation specified in the forms. *Old Mutual* will not be liable for any costs incurred in meeting these requirements.

The claim must be submitted to *Old Mutual* within 52 weeks after the *Insured Person's* death, failing which the right to claim will lapse.

- 2.3.2 *Old Mutual* may ask for additional information that it may require to assess the claim. This includes information from the *Insured Person's* medical specialist or any other medical specialist stipulated by *Old Mutual*. *Old Mutual* will pay any reasonable costs incurred in providing such additional information. If the information is not provided within 26 weeks from the date on which the *Policyholder* was notified of *Old Mutual's* requirements and *Old Mutual* does not agree to extend this period, the claim will lapse.
- 2.3.3 If a *Primary Insured Person* dies within 6 months of becoming a *Primary Insured Person* and he was not *Actively at Work* on the first working day next following or coinciding with the date he qualified for insurance under the *Contract*, *Old Mutual* may request proof to its satisfaction from the *Policyholder* that the *Primary Insured Person* was employed in good faith and not with the intention of obtaining a *Family Benefit* in respect of him. If this proof is not provided within 8 weeks from the date on which the *Policyholder* was notified of *Old Mutual's* requirements and *Old Mutual* does not agree to extend this period, the claim will lapse.
- 2.3.4 *Old Mutual* will admit the claim if it satisfies the requirements set out in clauses 2.3.1 to 2.3.3 and is not excluded in terms of clause 2.4 or rejected in terms of clause 5.8, subject to a maximum per *Review Period* of one claim in respect of a *Primary Insured Person's Insured Spouse*.

- 2.3.5 Upon the admission of a valid claim, *Old Mutual* will pay the *Family Benefit* in a lump sum to the *Primary Insured Person*.

If the *Primary Insured Person* is no longer alive, the *Family Benefit* will be paid to the *Policyholder* or to any one person as specified by the *Policyholder* and who, in the *Policyholder's* opinion, is dependent upon the *Insured Person* who has died. If this person is unable to take care of his own affairs or is a legal minor, the *Family Benefit* will be paid to the individual or institution legally appointed to take care of such person's affairs.

If the *Policyholder* is unable to trace any person who is dependent upon the *Insured Person* within the 12-month period following the *Insured Person's* death, the *Family Benefit* will be paid to the *Insured Person's* estate.

Old Mutual will not make any deduction for tax.

2.4 Exclusions

The *Family Benefit* claim will be declined if the *Insured Person's* death is attributable to

- active participation in war, warlike operations, civil war or revolt which assumes the proportion of a wide-scale uprising, or
- the use of nuclear, biological or chemical weapons, or any radioactive contamination arising from them, or
- any attack on or sabotage of facilities and storage depots, that leads to the release of radioactivity or nuclear, biological or chemical warfare agents.

2.5 Authorised Absence from Work

- 2.5.1 Only if the *Primary Insured Person's* absence from work has been authorised by the *Employer*, will he remain a *Primary Insured Person* during such absence, but not for longer than one year.

If he is still absent at the end of this period, he will automatically cease to qualify for insurance under the *Contract* unless *Old Mutual* agrees to extend the period.

- 2.5.2 The insured amount applicable to the *Primary Insured Person* and his *Family Unit* during his absence will be the insured amount in terms of clause 2.1.

- 2.5.3 The provisions in clause 2.2.5 and clause 2.2.7 governing the termination of insurance will continue to apply while the *Primary Insured Person* is absent from work.
- 2.5.4 *Premiums* must continue to be paid in accordance with clause 3.1 for as long as the *Primary Insured Person* remains a *Primary Insured Person*.
- 2.5.5 The provisions of this clause 2.5 will not apply to a *Primary Insured Person* who is entitled to an income benefit in terms of the *Disability Income Contract* (clause 2.2.6).

ORIGINAL

3. PREMIUMS

- 3.1 The *Policyholder* must pay the *Premium* in the lawful currency of the Republic of South Africa into *Old Mutual's* designated *Bank Account*. *Premiums* are due and payable on the first day of each month.

Since *Old Mutual* makes no deduction for tax at benefit payment stage, *Primary Insured Persons* may be liable for the payment of tax on the *Premium* as set out in the Income Tax Act, 1962 (Act 58 of 1962). It is the *Policyholder's* responsibility to ensure that the correct tax treatment is applied.

- 3.2 *Old Mutual* may suspend insurance under the *Contract* as from the due date if the *Policyholder* fails to pay the full *Premium* within 45 days of the due date. Such suspended insurance may, at the sole discretion of *Old Mutual*, be reinstated on such terms as agreed with the *Policyholder*. If *Old Mutual* and the *Policyholder* cannot reach agreement for the reinstatement of insurance, *Old Mutual* will have the right to terminate the *Contract* as from the due date by notice to the *Policyholder*.

ORIGINAL

4. AMENDMENT, REVIEW AND TERMINATION OF CONTRACT

4.1 Amendments

4.1.1 *Old Mutual* may amend the *Contract* at any time during a *Review Period*

- to comply with any changes to its reinsurance treaties, or
- in the event of a change to any legislation impacting on *Old Mutual's* position in terms of the *Contract*, including any taxation liability, or
- to comply with the requirements of any new legally binding rulings of any regulatory authority.

Any amendment in terms of this clause will be subject to at least 30 consecutive days' prior written notice to the *Policyholder*. If the *Policyholder* does not inform *Old Mutual* in writing during the notice period that it does not accept the amendment, the amendment will take effect when the notice period expires.

If the *Policyholder* rejects the amendment, *Old Mutual* may by notice to the *Policyholder* terminate the *Contract* as from the expiry of the notice period.

4.1.2 *Old Mutual* may at any time adjust the terms of the *Contract* if there is a material change in the risk profile of *Insured Persons*, subject to at least 30 consecutive days' prior written notice to the *Policyholder*.

If the *Policyholder* does not inform *Old Mutual* in writing during the notice period that it does not accept the revised terms of the *Contract*, the revised terms will take effect retrospectively as from the date on which the change in the risk profile occurred.

If the *Policyholder* rejects the revised terms of the *Contract*, *Old Mutual* may by notice to the *Policyholder* terminate the *Contract* as from the expiry of the notice period.

4.2 Review

Old Mutual may revise the terms of the *Contract* applicable to the next *Review Period*.

To ensure that the review of these terms can be done in time, the *Policyholder* must supply the information *Old Mutual* requires to do the review no less than 90 days before the start of the next *Review Period*. This information must be sent to *Old Mutual* via electronic mail.

Old Mutual will use the information to review the terms of the *Contract* and will give the *Policyholder* at least 30 consecutive days' prior written notice of the revised terms that will apply from the start of the next *Review Period*.

If the *Policyholder* does not keep to the 90-day cut-off period, the review of these terms will be postponed until *Old Mutual* receives the required information. *Old Mutual* will give the *Policyholder* at least 30 consecutive days' prior written notice of the revised terms that will apply retrospectively as from the date on which they would have taken effect if the review had not been delayed.

If the *Policyholder* does not inform *Old Mutual* in writing during the notice period that it does not accept the revised terms of the *Contract*, the revised terms will take effect in accordance with the notice to the *Policyholder*.

If the *Policyholder* rejects the revised terms of the *Contract*, *Old Mutual* may, by notice to the *Policyholder*, terminate the *Contract* as from the date on which the revised terms would have taken effect in accordance with the notice to the *Policyholder*.

4.3 Termination of *Contract*

- 4.3.1 The *Policyholder* may terminate the *Contract* at any time. Save for the circumstances envisaged in Part V of the Policyholder Protection Rules (Long-term Insurance), 2004, such termination will be subject to at least 30 consecutive days' prior written notice to *Old Mutual*.
- 4.3.2 *Old Mutual* may terminate the *Contract* as at any 1 March after 1 March 2014, subject to at least 30 consecutive days' prior written notice to the *Policyholder*.
- 4.3.3 The *Policyholder* must continue to pay the *Premiums* due in terms of clause 3 up to the date of termination, regardless of whether termination has been initiated by the *Policyholder* or *Old Mutual*.
- 4.3.4 If the *Contract* is terminated in terms of this clause 4.3, claims that have already been admitted will be paid in accordance with the *Contract* provisions in force on the date of death.
- 4.3.5 If the *Contract* is terminated after an *Insured Person* dies but before a claim is submitted and assessed in terms of clause 2.3, the claim must be submitted in accordance with clause 2.3. If the claim is admitted, the *Family Benefit* will be paid in accordance with the *Contract* provisions in force on the date of death.

5. GENERAL

5.1 Third Parties

The *Contract* will not be construed as a contract for the benefit of a third party and no third party will acquire any rights against *Old Mutual* arising from the *Contract*.

5.2 Assignability of Rights

The *Policyholder* may not cede, pledge, assign or in any way transfer its rights under the *Contract*.

5.3 Surrender Value

The policy has no surrender value. Except for the provisions of clause 2.2.1, *Premiums* will not be refunded if insurance under the *Contract* ceases or the *Contract* is terminated.

5.4 Information

5.4.1 The *Policyholder* must provide *Old Mutual* with information that *Old Mutual* might reasonably require for the operation of the *Contract* (including data that may assist in determining its future risks under the *Contract*). *Old Mutual* and the *Policyholder* will determine the method and frequency in which this information is to be provided, as well as its content and format.

5.4.2 If *Old Mutual* becomes aware of any errors in the information provided by the *Policyholder*, it may make whatever adjustments are necessary to take into account the correct information. This may include adjustments to *Premiums*, insured amounts provided in terms of the *Contract* and/or amounts payable in respect of claims.

5.5 Discretion

Where any decision in the *Contract* is subject to the discretion of *Old Mutual* or the *Policyholder*, such discretion must be exercised in a fair and reasonable manner.

5.6 Exercising of Rights

Where *Old Mutual* or the *Policyholder* decides not to exercise a right it has in terms of the *Contract*, this will not constitute a waiver of such right nor create a precedent for any subsequent decision.

5.7 Payment of Claims

When a claim becomes payable in terms of the *Contract*, the amount due will be paid in the lawful currency of the Republic of South Africa by means of an electronic funds transfer (EFT) to the *Bank Account* of the party stipulated in clause 2.3.5.

Despite the above, the *Policyholder* may instruct *Old Mutual* in writing to pay the amount due in another manner and/or to another party. In this event payment will be subject to such conditions as advised by *Old Mutual* in writing to the *Policyholder*.

Old Mutual will have no further liability in respect of any amount that has been paid in accordance with this clause.

5.8 Fraud, Material Misrepresentation or Non-disclosure

Old Mutual has the right to terminate this *Contract* if it is determined by *Old Mutual* that it was concluded as a result of fraud, or as a result of material misrepresentation or non-disclosure by the *Policyholder*. If in the assessment of any claim such claim is found by *Old Mutual* to be based on fraud, or based on material misrepresentation or non-disclosure by any party, *Old Mutual* has the right to reject the claim.

5.9 Acceptance, Rejection or Dispute of a Claim or the Amount of a Claim

Any acceptance, rejection or dispute of a claim or the amount of a claim by *Old Mutual* will be dealt with in accordance with the provisions of the Policyholder Protection Rules (Long-term Insurance), 2004, unless the *Policyholder* elects to lodge a complaint directly to the Ombudsman for Long-term Insurance under the Financial Services Ombud Schemes Act No 37 of 2004, or to take other legal action, or to have the rejection or dispute of a claim or the amount of a claim dealt with in terms of clause 5.10.

5.10 Disputes

5.10.1 *Old Mutual* and the *Policyholder* will initially attempt in good faith to promptly resolve any dispute that arises between the *Policyholder* and *Old Mutual* in connection with the *Contract*, as well as any rejection or dispute of a claim or the amount of a

claim which the *Policyholder* has elected to have dealt with in terms of this clause 5.10.

- 5.10.2 If the matter is not resolved in this manner within 10 days (or such longer period as agreed upon between the *Policyholder* and *Old Mutual*) of such matter arising, the *Policyholder* will be entitled to refer the matter to the Ombudsman for Long-term Insurance for determination in terms of his rules.
- 5.10.3 If the matter is not referred to the Ombudsman for Long-term Insurance or if he does not have jurisdiction, it will be submitted to and decided by arbitration. The arbitration will be referred to the Arbitration Foundation of Southern Africa, and will be conducted in accordance with the standard terms, conditions and rules of the Arbitration Foundation of Southern Africa.

Old Mutual and the *Policyholder* submit to the jurisdiction of the Western Cape High Court, Cape Town for the purposes of making the arbitration award an order of court.

This clause will survive the termination of the *Contract*.