

# **Your OUTsurance Credit Life Facility**

This document together with your schedule, any written correspondence and verbal agreements form the basis of the contract between you (the Facility Holder) and us.

It is important that you read and understand these documents and that you make sure that all the information supplied by you, or anyone acting on your behalf, is correct. Any incorrect information may affect the validity of this contract.

This is a plain language document, ensuring that it is easy to read and conveys the details of your facility in the clearest possible way. The terms in bold are explained later in the document under the heading "What the following means".

'You' and 'your' are references to the Facility Holder or the Life OUTsured, as the context requires:

- the Facility Holder is responsible for paying the premiums
- the Life OUTsured may only be you (the Facility Holder), your spouse, your children, your parents or anybody you are living together with as your partner
- the premium amount will depend on various factors that affect the risk of the Life OUTsured
- the cover amounts under this facility are payable where the Life OUTsured suffers an event that is covered under this facility
- the Life OUTsured must personally answer all the relevant underwriting questions

# Who can be the Life OUTsured under a Credit Life facility?

You can if you:

- have signed a Credit Agreement which makes you responsible for the outstanding debt in terms of this agreement; and
- have a valid South African identity number

# When does your cover start and end?

Your cover starts on the **Cover Start Date** noted on your schedule, provided that we receive your first premium. Your cover ends when any of the following happens:

- the Sum OUTsured is paid on your LIFE, PERMANENT DISABILITY or CRITICAL ILLNESS cover
- the Cover End Date noted on your schedule is reached
- your Credit Agreement ends
- your facility is cancelled

# What cover do we offer?

Your schedule indicates the cover you have selected, and will include:

- LIFE cover; or
- combined LIFE, CRITICAL ILLNESS, PERMANENT DISABILITY, TEMPORARY DISABILITY, RETRENCHMENT and PREMIUM WAIVER cover

## LIFE cover

We will pay the **Credit Provider** the **Sum OUTsured** in the event of your death occurring during the period of cover.

## **CRITICAL ILLNESS cover**

We will pay the **Credit Provider** the **Sum OUTsured** if you are diagnosed with one of these critical illnesses:

- Advanced cancer
- Heart attack with resulting impairment

- Stroke with resulting impairment
- Surgery for coronary artery disease
- Aortic surgery
- Heart valve surgery
- Major organ transplant
- Kidney failure
- Paralysis
- Benign brain tumour resulting in impairment
- Major burns
- Blindness
- Loss of speech
- Coma resulting in impairment
- Loss of limbs
- Accidental brain damage
- Accidental HIV acquired through assault, rape or a road traffic accident

The detailed definitions of these critical illnesses are noted at the end of this facility document and all claims will be assessed against these definitions.

You will not be able to claim for an illness or disease diagnosed during the first 90 days of cover unless the critical illness is as a result of an accident.

#### **PERMANENT DISABILITY cover**

We will pay the **Credit Provider** the **Sum OUTsured** if you become ill or are injured while covered. The illness or injury must:

- result in you being medically certified with a total and permanent disability that is incurable or untreatable; and
- have persisted for a period of more than 90 consecutive days; and
- result in you not being able to perform your own or any suitable occupation, taking your training, education, ability and experience into account

You will not be able to claim if you become disabled in the first 90 days of cover unless your permanent disability is as a result of an accident.

#### **TEMPORARY DISABILITY cover**

We will pay the **Credit Provider** the **Sum OUTsured** if you are medically certified to be temporarily totally disabled as a result of illness or injury to an extent that you are not currently able to perform your own occupation. The cover gives you a monthly payment which will only be paid after a period of 30 consecutive days of you not receiving an income because of your disability.

If you only lose part of your usual income we will pay that proportion of the **Sum OUTsured**.

You will not be able to claim during the first 90 days of cover unless your disability is as a result of an accident.

## **RETRENCHMENT cover**

We will pay the **Credit Provider** the **Sum OUTsured** if you are retrenched because your employer:

- reduces the number of staff due to adverse business conditions, or
- introduces new technology, or
- restructures the business

The **Sum OUTsured** is payable for a maximum of 3 months for any claim event and for an overall maximum of 6 months in total over the lifespan of the cover.

You will not be able to claim if you are notified of your



retrenchment during the first 90 days of cover. The cover gives you a monthly payment which will only be paid after a period of 30 consecutive days of you not receiving an income because of your retrenchment. Your RETRENCHMENT cover automatically ends on your 60th birthday.

#### **PREMIUM WAIVER cover**

We will pay your Credit Life premium for you for each month where you receive a payment from us for your retrenchment or temporary disability claim.

# When you are not covered

There is no cover for any condition or event arising directly or indirectly from any of the following:

- if you had or were aware of any chronic or life threatening medical condition, disability, illness, bodily injury or defect which existed before cover started
- if you refuse any medical treatment recommended by a medical practitioner or by our Chief Medical Officer
- if you commit suicide within the first 24 months of cover
- intentional, self inflicted injury or illness
- if you (or any person acting on your instruction) intentionally participate in any criminal activity that contravenes common law or legislation
- if you participate in speed tests or races in a mechanically propelled vehicle
- if you drive while being under the influence of drugs with a narcotic effect unless prescribed by a qualified and registered medical practitioner
- if you drive and the alcohol concentration in the your blood exceeds the legal limit
- war (whether war be declared or not), armed international conflict, terrorist activities, rebellion, civil commotion, sabotage or any activity associated with the forgoing or the defence, investigation or containment thereof by any security force
- if you travel to, live or work in any of the countries where we do not provide cover and which are noted on your schedule

# The following is not covered under RETRENCHMENT cover:

There is no retrenchment benefit arising directly or indirectly from or linked to any of the following:

- if you are retrenched because of a strike, labour dispute or industrial action, whether you participate or not
- if you are self-employed
- if you do seasonal work or where periods of unemployment are a regular feature of your work
- if your retrenchment relates to your ill health or incapacity due to an accident, injury, childbirth, abortion, pregnancy, miscarriage, mental disorder, disease or illness
- if you resign, accept voluntary retrenchment or redundancy, retire or select early retirement
- if you had reasonable grounds for believing that you will become unemployed, retrenched or made redundant at the Cover Start Date
- if you were not employed on a permanent basis for at least 12 months before the retrenchment date
- ifyour dismissal or retrenchment relates to misconduct, dishonesty, fraud or theft and you received a verbal or written notice as part of your employer's disciplinary process
- if your fixed term employment contract expires, whether the contract is renewable or not
- any action where you were in dispute with your employer that dismissed you and a settlement was reached

# Submitting a claim

# Your responsibilities (or anyone acting on your behalf)

- You must report the claim or any incident which may lead to a claim to us as soon as possible, but within 120 days of the claim event for death cover and within 60 days of the claim event for all other types of cover
- When you submit a claim you must give us the information and evidence (medical or other) we ask for specifically relating to the incident which gave rise to the claim. The information you provide will be obtained at your own cost.
- You have 60 days in which to submit all the required information and evidence. If you do not supply this information, we may reject your claim.

## **Our responsibilities**

We will settle your claim by paying the **Credit Provider** nominated as the beneficiary. Before we pay a claim, we will assess the validity of the claim by evaluating medical and any other circumstantial evidence.

## **Disputed claims**

If you dispute the outcome of your claim you have 90 days from the day you are first informed of the outcome to notify us about your objection. Immediately after this, you have a further 90 days in which to serve a summons on us. If you do not serve a summons on us within this period your right to challenge the decision is forfeited.

#### **Dual insurance**

If there are any other insurance policies providing cover for outstanding debt under the same **Credit Agreement** as covered by this facility, we will pay our pro-rata portion of any claim.

# Important information

# Non-disclosure, misrepresentation or misdescription

Non-disclosure, misrepresentation or mis-description of any material fact or circumstance in connection with an application or a claim in terms of this facility by you, the Life OUTsured or anyone acting on your behalf, may result in the facility being cancelled, a claim rejected or the facility voided from inception.

## Fraud or dishonesty

We have a responsibility to all our Facility Holders to ensure that fraudulent claims are eliminated in order to keep premiums as competitive as possible. If your claim is rejected for reasons related to fraud or dishonesty, you will need to reimburse us for any expenses we incurred relating to the claim. If you or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim that is in any way fraudulent or dishonest, we will reject that entire claim and cancel your facility retrospectively. There will be no premium refunded to you.

## **Changes in your risk factors**

You must inform us as soon as possible, but always within 30 days, of any changes to circumstances that may affect your cover or premium. These changes include:

- if the Life OUTsured starts smoking
- any change in the Life OUTsured's occupation
- if the Life OUTsured moves out of South Africa to live in another country on a permanent basis



### **Sharing of information**

We respect the confidentiality of your information. In order to ensure sound insurance practices and prevent insurance fraud we confirm and disclose your information relating to claims, insurance, financial history and medical history.

## **Replacement of cover**

If this facility replaces any other existing cover you have, you should make sure that the cover and conditions are similar if required. Changes in your health and age could influence the cover and conditions when you apply for new cover. There may be some duplicated costs or fees that you paid on your existing cover and may need to pay again on this facility.

## Your 30 day cooling off period

If you cancel this facility during the first 30 days of cover, we will refund any premiums, less the premium for the period you were covered. There is no refund payable if a claim occurred during this period.

#### **Premium payments**

Your premiums must be paid on the agreed monthly or annual payment date over the period of the cover.

### **Premiums not paid**

If the premium is not paid on the payment date, you have a 15-day grace period after which we will automatically deduct the premium from the same account to ensure continuous cover.

If the premium is not paid within the grace period, you will have no cover for the period for which you did not pay. If your premiums are paid monthly, the grace period will only apply from the second month of cover.

#### Premium guarantee period

Your premium is calculated for the full period of cover. Your premium is guaranteed for the first 12 months, after which we can change your premium.

Any premium change will not depend on your individual circumstances, for example, your health at the time of the review. Instead we look at changes in the experience of all clients with similar profiles and the factors used to calculate the premiums before we will make any changes. Should we need to change your premium, we will give you 30 days' written notice.

## **Facility cancellations**

You may cancel your Credit Life facility at any time with immediate effect.

Your facility will automatically be cancelled when any of the following happens:

- your period of cover has expired
- your monthly premiums are not paid for two consecutive months either on the payment dates or within the grace period in those months
- your annual premiums are not paid on the payment date or within the grace period
- we have paid your Death, Permanent Disability or Critical Illness claim

If your facility is cancelled we will refund your premium on a pro-rata basis by taking into account the actual period of cover prior to the cancellation date.

#### **Facility changes**

You may make changes to your facility at any time.

Any change you make will be effective from the time and date agreed to.

#### **OUTbonus and Surrender value**

There is no OUTbonus or surrender value payable on your Credit Life Facility.

# What the following means

## **Credit Agreement**

A Credit Agreement is a contract between the Life OUTsured and the Credit Provider which lends funds (credit) to the Life OUTsured who is then obliged to repay the funds over an agreed period of time.

#### **Credit Provider**

The Credit Provider is the registered credit provider (as per the National Credit Act) with which the Life OUTsured has a valid Credit Agreement.

#### **Sum OUTsured**

The Sum OUTsured depends on the cover type and is the maximum amount we will pay for any claim.

The amount payable on LIFE cover, PERMANENT DISABILITY cover and CRITICAL ILLNESS cover will be the lesser of:

- the outstanding loan amount owed by the Life OUTsured on the date of the claim event less any arrear installments due and interest on them
- the projected outstanding amount on the date of the claim event. This amount is calculated on the information you provide about your credit agreement. These details are noted on your schedule

The amount payable on TEMPORARY DISABILITY cover and RETRENCHMENT cover will be the lesser of:

- the Life OUTsured's monthly instalment payable under the Credit Agreement excluding the residual amount
- the monthly instalment we calculate based on the information you provide. These details are noted on your schedule

#### **Cover Start Date**

The Cover Start Date for each cover type is shown on our schedule. Please refer to your most recent schedule to determine when your cover starts.

#### **Cover End Date**

The Cover End Date for each cover type is shown on your schedule. Please refer to your most recent schedule to determine when your cover ends.

## **CRITICAL ILLNESS definitions**

Each of the illnesses or events listed below must be diagnosed by a registered medical practitioner and supported by clinical, radiological, histological and laboratory evidence as requested by us.

#### **Advanced cancer**

The diagnosis of a malignant tumour characterised by uncontrolled growth of malignant cells and the invasion and destruction of normal tissue, where the tumour has progressed to at least a Stage III (TNM staging for solid tumours, RAI staging for Chronic Lymphocytic Leukaemia, Ann Arbor staging for lymphomas), or in the case of other leukaemias where the disease fails to respond to all appropriate treatment.

We do not cover any cancers in situ, any pre-malignant conditions, or any tumours of the prostate unless



histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2NOMO. We also do not cover any skin cancers, other than malignant melanomas that have been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

## Heart attack with resulting impairment

The diagnosis of a heart attack as a result of coronary artery disease which must be supported by symptoms clinically consistent with the diagnosis of a heart attack, by new characteristic electrocardiographic changes, and by the characteristic rise above accepted normal values of biochemical cardiac specific markers or enzymes.

The heart attack must result in a permanently impaired left ventricular ejection fraction (LVEF), as evidenced on imaging, of less than 50% at least 6 weeks following the heart attack.

We do not cover heart failure, non-cardiac chest pain, angina, unstable angina, myocarditis, pericarditis, or traumatic myocardial injury.

## Stroke with resulting impairment

The diagnosis of a cerebrovascular incident resulting in irreversible death of brain tissue which results in permanent neurological damage which persists for at least 3 months following the onset.

We do not cover Transient Ischaemic Attacks (TIA), brain damage due to an accident or injury, infection, vasculitis, inflammatory disease or migraine; disorders of the blood essels affecting the eye including infarction of the optic nerve or retina; ischaemic disorders of the vestibular system; or asymptomatic silent stroke found on imaging.

# Surgery for coronary artery disease

The undergoing of open heart surgery requiring a median sternotomy to correct the narrowing or blockage of two or more coronary arteries with the insertion of bypass grafts.

Pre-operative angiographic evidence of significant coronary artery obstruction must be provided and the procedure must be considered medically necessary by a consultant cardiologist.

We do not cover balloon angioplasty (PTCA), heart catheterization, laser relief, keyhole, rotablade or stenting.

#### **Aortic surgery**

The undergoing of surgery to excise and replace a portion of the diseased thoracic or abdominal aorta with a graft.

We do not cover any surgery to treat peripheral vascular disease of the aortic branches, surgery performed using only minimally invasive or intra-arterial techniques such as percutaneous endovascular aneurysm repair. Traumatic injury of the aorta is also not covered.

#### Heart valve surgery

The undergoing of open heart surgery requiring a median sternotomy to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s).

#### **Kidney failure**

Chronic and irreversible end stage failure of both kidneys to function as a result of which regular renal dialysis is instituted.

## **Major organ transplant**

The actual undergoing, as a recipient, of a transplant of a

human donor heart, lung, liver, pancreas, bone marrow or kidney which must be deemed to be medically necessary to treat the irreversible end-stage failure of the relevant organ.

We do not cover other stem cell transplants, islet cell transplants or transplantation of any other organ or parts of an organ.

Liver or pancreas transplants where the condition is a result of excessive alcohol consumption or use of drugs other than as prescribed by a registered medical practitioner are also not covered.

### **Paralysis**

The total and irreversible loss of use of two or more limbs as a result of injury or disease that has been present for at least 3 months.

We do not cover partial paralysis, temporary post-viral paralysis or paralysis due to psychological causes.

## Benign brain tumour resulting in impairment

The diagnosis of a life threatening tumour in the brain causing permanent neurological impairment that is progressively worsening with objective evidence of motor or sensory dysfunction and where evidence shows that the tumour is growing.

We do not cover cysts, granulomas and malformations in the arteries or veins of the brain, haematomas, abscesses, acoustic neuroma, or micro-tumours of the pituitary gland, meninges or spinal cord.

# **Major burns**

The diagnosis of full thickness third degree burns resulting in scarring and which cover at least 20% of the body's surface area as measured by the Lund Browder Chart or equivalent burn area calculator.

## **Blindness**

The total, permanent and irreversible loss of sight in both eyes such that the best corrected vision as measured by an ophthalmologist is 3/60 or worse in the better eye. This loss of sight must be permanent and not correctable with aids or surgery.

## **Loss of limbs**

The permanent and complete severance of two or more limbs due to injury or accident. Two limbs are defined as two arms, two legs, or one arm plus one leg, at or above the elbow or knee joint. You must be able to prove that the loss occurred as a result of external causes.

## Loss of speech

The total and permanent loss of the ability to produce intelligible speech as a result of irreversible damage to the larynx or its nerve supply from the speech centres of the brain and that has lasted for more than 6 months continuously.

We do not cover any psychiatric causes of loss of speech.

## Coma resulting in impairment

A state of unconsciousness, not induced by sedation, persisting for at least 96 hours, involving continuous unresponsiveness to external stimuli or internal needs and requiring the use of life support. It must eventually lead to significant and permanent motor or sensory functional neurological impairment, which has persisted for a continuous period of least 3 months after the onset of the

We do not cover a coma resulting directly from alcohol or drug abuse.



## **Accidental brain damage**

Traumatic injury to the brain caused by an external physical force and resulting in a permanent and significant reduction in mental and social functioning such that you require continuous supervision by a third party.

# Accidental HIV -caused by assault, rape or a road traffic accident

Infection by the Human Immunodeficiency Virus (HIV) as confirmed by a positive HIV ELISA antibody test, and a positive HIV confirmatory test (Western Blot or PCR Test), resulting from, or transmitted by, a physical assault or road traffic accident.

HIV infection that is acquired through consensual sexual activity, recreational intravenous drug use, occupational hazards or deliberate self-infliction is specifically not covered.

We must be given access to independently test all the blood samples and to take added samples where we deem it necessary or advisable. If an effective cure for HIV is found in the future, this benefit will not pay out.

The infection must be due to a physical assault, rape or involvement in a road traffic accident involving exposure to blood, blood-stained body fluids or semen (in the case of rape), and which occurs after the date of facility inception or re-instatement. All the following criteria must also be met:

- the assault or road traffic accident causing a potential claim must have been reported to the police, your employer or any other relevant authority within 24 hours of the incident
- a blood test showing no HIV or HIV antibodies must be carried out within 72 hours of the incident
- seroconversion must be proven with another HIV test within 180 days of the incident indicating presence of infection by HIV
- the Life OUTsured must have been compliant with clinically accepted post-exposure prophylactic therapy.



5