

# Terms and Conditions of your, **Insurer, Liberty Group Limited Home Loan Protection Plan (Access Home Loan)**

## **Description of Cover**

Please read this document carefully. If you need help, please call 0860 123 999.

Standard Bank of South Africa Limited, Registration Number 1962/00738/06 owns this policy.

#### 2 **Insured Person**

You, the insured person, must be a person with a home loan agreement with Standard Bank Home Loans, who is between 18 and 55 years old when the policy starts. You may also be a member of a sectional title scheme's body corporate that has a loan agreement with Standard Bank Home Loans.

An extra insured person may also be covered on the same plan, conditions and level of cover.

It is a condition of this Home Loan that you must have active credit Life insurance or your own life insurance.

#### **Benefit Plan**

There are different plan types depending on the insured persons employment status.

#### 3.1 Plan Q (Formally Employed individuals)

The policy covers you for:

Death, Total and/or permanent disability, Temporary disability and Retrenchment.

The total and permanent disability, temporary disability and retrenchment benefits will end when you turn 65 years and cover which will end at age 75 years.

#### Plan R (Self employed, informally employed, Contract workers) 3.2

The policy covers you for:

Death, Total and/or permanent disability and Temporary disability. The total and permanent disability and temporary disability benefits will end when you turn 65 years and cover will convert to which will end at age 75 years

#### Waiting period 3.3

A waiting period is a period of time that must pass before some or all coverage begins.

- If you claim because you are temporarily disabled, Liberty Group will only pay the benefit if the disability happened during the period when cover was in force. time;
- If you die, or are totally and/or permanently disabled because of a natural caused the pre-existing exclusion rule will apply.

## **Renefits**

All qualifying benefits subject to the terms and conditions, will exclude any late repayments or arrears.

#### Payment of benefits 4.1

Liberty Group will only pay the benefits of this policy if:

- Your claim is valid:
- You have paid all the premiums;
- You followed all the rules of the policy; and
- You correctly gave your age and other important information at the application of this policy.
- Standard Bank is entitled to the benefit
- Limit of cover is R810 000

#### **Exclusion for pre-existing conditions** 4.2

Liberty Group will not pay any claim in the first 24 months after the start (or reinstatement) of cover because of any pre-existing condition you had when cover started. The following are examples of preexisting conditions but are not limited to these:

- Any form of any of the following medical conditions (except for minor sickness, for example a common cold or flu) that I have seen a medical doctor about or been treated for:
  - · heart disease or heart attack, high blood pressure or high cholesterol;
  - · cancer
  - · stroke;
  - · kidney disease;
  - · depression, epilepsy or fit;
  - pneumonia, asthma, TB (tuberculosis) or lung disease;
  - disability; and
  - diabetes.
- b The usage of any kind of chronic (long-term) medication continuously for at least six months;
- Having had any special test (like a scan or X- ray) that was reported as abnormal and required medical treatment;

Any treatment during the past 24 months for any form of back-illness, hip, knee or shoulder problem;

If the average monthly amount you owe on the loan increases by 15% (or more) during any 12 months, the exclusion for pre-existing conditions applies to the increased amount for 12 months from the last increase.

The exclusion applies only in the first 24 months of cover; thereafter the Insured Person will have full cover.

#### Limit of cover

The highest cover for each bond account is R810 000.

#### Surrender Benefit

The policy has no surrender cash value. This means it does not pay out anything if you cancel it.

#### 5 **Death Cover**

If you die while this policy covers you and the claim is valid, Liberty Group will pay the benefit. All cover then ends, and Liberty Group is no longer liable under this policy. The death benefit ends at age 75.

#### 5.1

The death benefit (on the claim date) is the amount you owe on the home loan when you die (excluding late payments), together with any interest for up to 3 months. The **most** Liberty Group will pay is R810 000 for each bond account .

#### 5.2 **Suicide Exclusion**

If you die by your own deliberate actions (commit suicide) within two years of cover starting (or being reinstated), Liberty Group will not pay

If the average amount you owe on the loan in one month increases by 15% or more during any 12 months, the exclusion for suicide applies to the increased amount for 24 months from the last increase.

# **Disability benefits**

#### Temporary disability cover 6.1

Temporary disability is when you cannot earn money doing your usual business or job because of any:

- Illness or disease; or
- A visible injury to the outside of your body because of an accident. The temporary disability benefit is equal to the amount you had to pay in terms of the original loan agreement for the month before you became temporarily disabled, excluding late payments. If your loan repayment was not payable monthly but at some other intervals like 6 monthly, the benefit will be the equivalent monthly benefit. You do not have to pay the insurance premium while Liberty Group pays the temporary disability benefit.

#### 6.2 When the benefit is paid

Liberty Group will pay Standard Bank the temporary disability benefit while you are disabled, but:

- The benefit will not be paid during the first 30 days of temporary disability;
- The temporary disability monthly loan repayment benefit will only be paid up to a maximum of twelve (12) months excluding arrears.
- The accident, illness or disease that caused temporary disability must happen during the term of cover and before this benefit expires;

# Total and permanent disability cover

If you become totally and permanently disabled as described below, Liberty Group will pay the total permanent disability benefit. All cover then ends and Liberty Group is no longer liable under this policy.

Total and permanent disability is when any accident, or illness or operation: Completely and continuously prevents you from doing any job or activity in return for money; or

- Causes you to lose (or permanently lose the use of) both hands,
- both feet, or one hand and one foot, or to lose sight in both eyes.

The total and permanent disability benefit (on the event date) is the amount you owe on the loan agreement, excluding any late payments.

# When the benefit is paid

Liberty Group will pay Standard Bank the total and permanent

disability benefit and is then no longer liable under this policy if the claim is valid and:

- · Liberty Group is convinced the disability is permanent;
- · You gave Liberty Group proof of total and permanent disability;
- The accident or illness that caused total and permanent disability happened during the period of cover and before the benefit expires.

## 8 Important Conditions and Exclusions applicable for Death, Temporary Disability, Total and Permanent Disability.

You must provide any reasonable medical evidence of death, total and permanent disability or temporary disability, and have any medical examination done (at your own cost) that Liberty Group needs. In addition to the pre-existing condition exclusion, this policy also does not cover any claim because you:

- commit a crime:
- take part in any riot, uprising, civil disorder, revolution, martial law, war or act to overthrow or influence any government or ruling body by force, terrorism or violence;
- · refuse to seek or follow medical advice;
- drug and/or alcohol abuse;
- · try to kill or injure yourself on purpose; or
- take part in any dangerous/hazardous sport or activity more than once a year.

## The current list of hazardous activities is:

- · Rock climbing/Mountaineering;
- Underwater diving which includes Scuba diving; Snorkelling; Cave diving; Pot-holing; Sink-hole dives and Wreck diving;
- Aviation, which includes: Private aviation fixed wing and helicopter; Micro-light; Ballooning; Sailplane; Parasailing; Gyrocopting; Gliding and hang-gliding; Paragliding; Aerobatics; Crop-dusting; Game spotting, etc;
- · Parachuting, sky-diving and sky surfing;
- Speed contests, which include: Motor sport/racing; Powerboat racing and Motorcycle racing, etc;
- Fighting (except in bona fide self-defence); If you die (or are injured
  or disabled) because you committed a crime or did something
  illegal, you will lose all benefits. Liberty Group may cancel all cover
  and you will lose all premiums paid.

## 9 Retrenchment (Plan Q only)

Retrenchment cover is ONLY applicable to customers who are formally employed at the start of the policy.

Retrenchment is when you lose your job because of adverse trading conditions or anticipating it because your employer decided to reduce staff as part of business decision.

Liberty Group will pay Standard Bank the retrenchment benefit. But this does not cover any:

- · Contract with less than 12 months term;
- Seasonal, part-time, temporary or casual workers;
- Self employed people or workers that mostly earn commission;
- Employment by any business in which the Life insured is a partner, member or director or owns a share exceeding 10%.

## **Definition Loss of employment**

Loss of employment is when you lose your job and remain unemployed because of redundancy or retrenchment and you do not earn money from any job or occupation. Redundancy or retrenchment Redundancy or retrenchment is if your employer ends your job for a fair reason based on the needs of the business and unrelated to your conduct, performance, health or injury.

## Benefit

The retrenchment benefit is your regular loan repayment, limited to the last amount you had to pay before you were retrenched. If your loan repayment is paid other than monthly, the benefit is the equivalent monthly payment. Liberty Group will pay the benefit while you are unemployed, for up to twelve months.

You do not have to pay the insurance premium while the retrenchment benefit is being paid. The retrenchment benefit will only be paid if loss of employment as defined occurs during the period of cover and before this benefit expires. The retrenchment waiting period is 12 months.

## When the benefit is paid

Liberty Group will pay the retrenchment benefit to Standard Bank while you are unemployed, on the following conditions:

- No benefit will be paid in the first 30 days of unemployment;
- The retrenchment benefit will not be paid for more than twelve months;
- · No death claim has been approved;
- The loss of employment must happen while cover is in place and before you turn 65.

# Important: Specific limits/restrictions to liability for Retrenchment Liberty Group does not cover any claim if:

- a you resign, agree to be retrenched or retire from your employment;
- **b** your fixed-term contract expires;
- c you finish the job you were specifically employed to do;

- **d** you work at a branch or office outside South Africa;
- you knew or should have known when the cover started that you would become unemployed or be retrenched;
- f you had not been working continuously for at least 12 months before losing your job.
- You lose your job because:
- you took part in an unprotected strike;
- · of misconduct, fraud or dishonesty;
- · you are sick or become disabled or have a medical condition;
- you take part in a crime;
- · of nationalisation or other government action;

Liberty Group does not pay any further amount under this benefit if you lose your employment again after the full benefit was paid to you. Only one retrenchment claim is payable under the policy.

#### 10 Start of cover

The policy covers you from when the first premium is received, as long as all other terms of the policy are followed. Liberty Group will cover your debt to Standard Bank if you die because of an accident (as defined below) before paying the first premium, as long as you had completed all appropriate proposals (applications) for life insurance and Liberty Group had already decided to accept these proposals and the insurable risk.

## 11 \*\*Accident

An accident is a sudden external, violent, unexpected event, which results in injury or death.

#### 12 Termination of Cover

# 12.1 End of benefits for Total and Permanent Disability and Temporary Disability.

- a The benefits for Total and Permanent Disability and Temporary Disability end when you turn 65.
  - The benefit plan will then convert to a death only plan and the premium is adjusted accordingly.
- b If one policy covers the lives of two insured people and the oldest turns 65, the benefits end for both people.
   The benefit plan changes to a death only plan and the premium will be adjusted accordingly.

#### 12.2 Other benefits

This cover ends as soon as any of these happens:

- a your home loan is paid off;
- **b** your home loan is cancelled;
- c the 30 days of grace are over and you have still not paid any outstanding premium;
- d a benefit for death or permanent disability is paid;
- you turn 75. Where joint lives are covered and the oldest insured person turns 75, cover for the oldest insured person ends, but cover for death for the other insured person continues until age 75;
- f the policy is cancelled because of legal action to recover the loan debt;
- g when Liberty Group cancels the policy; or
- h When you request for the policy to be cancelled.

## 13 Premium

- The premiums are the monthly amounts you pay for insurance benefits cover. These change as you get older. The monthly premium also changes according to the average outstanding loan amount.
- The total premium you pay on joint lives (for two people) is the premium rate for the older insured person, plus a discounted rate on the premium for the younger insured person.
- The premiums you must pay after your loan has been registered are based on the amount you still owe on your loan (or credit agreement). If you have a building loan, premiums are based on the total amount of money you borrowed when the building loan converts to an ordinary loan, the premiums are based on the amount you still owe on the loan.
- If the Premium Debit Date falls on a weekend or public holiday, the nominated bank account will be debited on the first working day before or after the weekend or public holiday.

## 14 Debt review

If the account from which the premiums are debited from goes into debt review and we don't receive premiums the policy will cancel.

## 15 Legal Statuses

If your account goes into a legal status resulting in us being unable to collect the premiums due, the policy will cancel.

## 16 Change of premium rates

Liberty Group does not guarantee premium rates and reviews them at least once each year. When reviewing the premium rates, Liberty Group will investigate the extent to which the pricing assumptions used to calculate the premiums varied from the actual experience and Liberty Group expectation of future experience. These assumptions

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include, but are not limited to the expected:

- Claims incidences
- Renewal costs of providing the policy
- Lapse rates
- Interest rates; and
- The average age and demographics of the lives assured on the product as a whole.

Furthermore, Liberty Group reserves the right to appropriately adjust the benefits payable and the premium of this policy if:

- Any legislation or regulation (including tax legislation or regulation) affecting this policy or Liberty Group is introduced
- The Legal interpretation or understanding of any legislation or regulation (including tax legislation or regulation) affecting this policy Liberty Group has changed.

Liberty Group and Standard Bank will let you know about any change at least 31 days before it happens.

## 17 Days of grace

If you do not pay a premium on time, Liberty Group allows you 31 extra days to pay it. If no premium is received for two consecutive months, then it will be taken that you do not want the cover anymore and the policy will be canceled. You will be given notice of cancellation. If the policy is cancelled then no benefit is payable under this policy. You may reinstate (restore) the policy within three months of the last premium payment by paying all the late premiums.

- But you can only reinstate a policy once.
- · We will not cover anyone before a policy is reinstated.
- If we are unable to recover missed premiums at reinstatement, there will be a waiting period applied for all benefits from date of reinstatement.

## 18 Commission and Fees

- Commission is charged for each premium
- Premiums are worked out based on a total commission charge of 7.5% (excl. 15% VAT), according to the Regulations under Section 49 of the Long-Term Insurance Act.
- SBIB receives binder fees of between 4% and 7.5% of premium (excl. 15% VAT), depending on the binder services rendered.
- Where the policy was sold through an external call centre, the call centre receives a binder fee for entering into the policy.

# 19 General terms (including conditions and exceptions)

# 19.1 Changes to the terms of this policy

- No changes to this policy are valid unless made in writing and duly authorised by an official of Standard Bank and Liberty Group.
- Standard Bank and Liberty Group may change or cancel any terms of this policy. You will be notified about any changes or cancellation at least 31 days in advance by writing to you at your last known address or email address.

# 19.2 Leaving out material information (Non-disclosure) If you:

- do not disclose any material information that is relevant (for example about your health or medical history); or
- disclose any information that appears to be wrong (for example, your date of birth).

Liberty Group may regard any claim as invalid. It may also cancel the policy and you will lose all premiums you paid.

## 19.3 Fraud

If you are dishonest when you claim, you give up all benefits under this policy. Liberty Group may cancel this cover and you will lose all the premiums you have paid.

## 19.4 Territorial Limits

This policy covers South African citizens living in South Africa. The policy only covers people who live in South Africa permanently or people who work in South Africa if they have a legal working permit of at least six months.

# 19.5 Jurisdiction

South African law governs this policy. The South African courts may decide any dispute about this policy.

# 19.6 Currency

Premiums and benefits are shown and are paid in South African Rands.

# 20 Consent to collect and share your personal information

- Liberty Group or Standard Bank or both of them may need to collect and share certain personal information about you (and the other insured person in a joint policy) for administration purposes and to assess risks or consider claims for benefits under this policy.
- Liberty Group and Standard Bank may legally only collect, share and process information specifically related and relevant to this policy. Liberty Group and Standard Bank undertake to

keep that information confidential and secure, and not to keep it for longer than it is needed.

- You consent to Liberty Group and Standard Bank (including their staff, representatives and certain subcontractors):
  - collecting any personal, medical or financial information about you that they regard as necessary from any person and processing it; and
  - sharing information in any related policy or other document with any other insurance company, directly or indirectly.
- This consent may limit your right to privacy. But it applies only for the above purposes and you may ask at any time for access to the information collected, processed or shared.
- · Your consent remains effective after you die.

## Information on unpaid or Unclaimed benefits

It is the responsibility of the owner/policyholder to ensure that Liberty and SBIB always have up to date contact information (including that of any potential beneficiary).

Where we Liberty becomes aware that benefits are payable, we will seek to communicate at the last address provided to us. If this is unsuccessful, we will take reasonable steps to find those who are entitled to the benefits, which steps may entail the appointment by us of external tracing agents. The policyholder/owner consents to us Liberty appointing an external tracing agent and providing them with the necessary personal information to conduct such tracing. A tracing and management fee as determined at time of tracing may be deducted by us from the benefits payable. Note that in certain circumstances, an additional amount may be payable by Liberty in relation to any late payment.

## 21 Cooling-off period

Every policyholder has a right to cancel their policy entered into with the insurer (or the right to cancel any changes requested by the policyholder to the insurer) within 31 days after receiving their policy summary issued by Standard Bank and Liberty Group and where no benefit was paid or a claim made or an event insured against has occurred. The Policy Summary is considered to have been received 10 days after the date that Policy Summary was issued by Standard Bank and Liberty Group.

After receiving any cancellation or change request, and subject to any law, Standard Bank and Liberty Group may take any of the actions below:

- · Change the policy in line with the requested change;
- Inform the policyholder where in law the policy cannot be cancelled;
- Cancel the policy and refund any premiums you have already paid less any expenses related to the cover you have enjoyed up until the cancellation of the policy.

# 22 Cancellation

If you wish to cancel your policy, you need to provide us with 31 days' notice of your request to cancel the policy. If we wish to cancel your insurance policy, we will provide you with 31 days' notice at your last known postal or email address. You may not make any changes to the policy after you have requested cancellation. We will not refund any unused proportion of premiums if the policy is canceled.

As insurance is the requirement of the loan, should you cancel this policy, you will have to cede your own policy that provides cover for all the benefits similar to the benefits provided by this protection plan.

# 23 Ceding of own Life insurance

You need to fax the signed cession form from your broker and Insurer, and a copy of your insurance to **011 858 7280** within 31 days and full premiums will be refunded. Premiums will be refunded for the period when there is dual insurance for same cover.

## 24 Claims

To claim a benefit on your policy please visit your nearest Standard Bank Branch or contact the claims service centre on 0860 123 999. Email: creditlifereg@standardbank.co.za. You must report your claim within 12 months of the insured event after which your claim will no longer be valid.

# 25 Queries or complaints

Discuss your query or complaint with your Standard Bank adviser. If you are not happy with how the matter is handled, contact:

- The Credit Life Help Line on: 0860 123 999 or

   The Compleint recolution control of the detailed on the control of the control of
- Email Complaint.resolutioncentre@standardbank.co.za; or
- Email complaints at relations@liberty.co.za / Fax: 011 408 4488; if you are still not satisfied you may contact:
- Registrar of Long-term Insurance Postal address:

Kasteelpark Office Park 2nd Floor, Orange Building

Cnr Nossob and Jochemus Streets

Erasmuskloof, Pretoria

Tel: **012 470 9080 / 012 762 5000** Email: **info@faisombud.co.za** 

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