



smartcall

INSURANCE ADMINISTRATORS

Smartcall Insurance Administrators (PTY) Ltd
is an authorised Financial Services Provider (FSP No. 32 590)

Smartcall Insurance Administrators (Pty) Ltd

Reg. No. 2002/029121/07
P.O.Box 412041, Craighall, 2024, South Africa
Eastwood Manor, 15 Eastwood Road, Dunkeld,
Jhb

Tel: +27 11 507 4779, Fax: 086 674 6793

Claims Call Centre: 082 241 4949 (Toll Free);
Fax: 086 670 2654 / 011 507 4700

ACCIDENTAL INSURANCE TERMS AND CONDITIONS NOTICE TO LONG-TERM INSURANCE POLICYHOLDERS IMPORTANT - PLEASE READ CAREFULLY

DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the Insurance Contract or any other document)

As a long-term insurance policy holder, or prospective policyholder, you have the right to the following information:

LEGAL STATUS OF PROVIDERS

Guardrisk Life Limited (1999/013922/06), hereinafter referred to as "Guardrisk Life", is a public company established in 1999 and registered as the long-term insurer in terms of the Long-Term Insurance Act. As an authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act, Guardrisk accepts responsibility for the activities of its representatives performed within the scope of, or in the course of, their duties as mandated by Guardrisk in the rendering of financial services as defined by FAIS. Our representatives meet the fit and proper requirements as prescribed by FAIS, to assist you in a professional manner with your financial requirements.

YOUR FINANCIAL SERVICES PROVIDER

Smartcall Insurance Administrators Pty (Ltd), FSP Licence no. 32590, hereinafter referred to as "SIA", has been licensed by the Financial Services Board in terms of the FAIS Act, to render advice and intermediary services in respect of Long-Term Category A. A copy of our FSP licence and the conditions of the licence are available on request.

LEGAL STATUS OF REPRESENTATIVES

SIA confirms that its representatives are mandated and entitled to render financial advice and/or intermediary services to you in terms of the FAIS Act. As full time representatives of SIA, representatives receive more than 30% of their remuneration from Smartcall. SIA does not hold professional indemnity and fidelity insurance

YOUR RIGHT WHEN BEING ADVISED TO REPLACE AN EXISTING POLICY:

You may not be advised to cancel a policy to enable you to purchase a new policy or amend an existing policy, unless:

- a) The intermediary identifies the policy as a replacement policy.
- b) The implications of cancellation of the policy are disclosed to you such as:
 - The influence of your benefits under the old policy.
 - The additional costs incurred with the replacement.
- c) The insurer which issued the original policy will contact you. You are advised to discuss the matter with its representative.

YOUR RIGHT TO CANCEL THE TRANSACTION:

In most cases, you have the right to cancel a policy in writing within 30 days after receipt of the summary from the insurer as contemplated in section 48 of the Long-Term Insurance Act. The same applies to certain changes you may make to the policy. The insurer is obliged to confirm to you whether you have this right and to explain how to exercise it. Please bear in mind that you may not exercise if you have already claimed under the policy or if the event, which the policy insures you against, has already happened. If the policy has an investment component, you will carry any investment loss.

IMPORTANT WARNING:

Please read the contract terms of your policy carefully, and should you have any query please contact our call centre on 082 241 4949 or 011 507 4779.

It is very important that you are quite sure that the product or transaction meets your needs and that you feel you have all the information you need before making a decision. It is recommended that you discuss with the intermediary or insurer the possible impact of the proposed transaction on your finances, your other policies or your broader investment portfolio. You should also ask for information about the flexibility of any proposed policy.

Where paper forms are required, it is advisable to sign them only once they are fully completed. Feel free to make notes regarding verbal information, and to ask for written confirmation or copies of documents.

Remember that you may contact either the Long-Term Insurance Ombudsman or the Registrar of Long-Term Insurance, whose details are set out below, if you have any concerns regarding a product sold to you or advice given to you.

DETAILS OF COMPLIANCE, COMPLAINT and FAIS OMBUD

- a) The life insured has the right to write to the insurer's COMPLIANCE OFFICER should they encounter any problem with regards to the policy issued.
- b) The complaint may include any dissatisfaction the life insured experienced in dealings with the intermediary with regards to this policy.
- c) Should a complaint not be resolved to your satisfaction, you may forward such complaint to the Office of the Ombud for Financial Service Providers:

Name: FAIS Ombud (www.faisombud.co.za)
Postal Address: P.O.Box 74571
Lynnwood Ridge
0040

E-mail Address: info@faisombud.co.za
Fax: +27 12 348 3447
Toll free: 0860 324 766

Please note that if you wish to lodge a complaint with the FAIS Ombud against SIA or our representative, you will need to show that you have already attempted to resolve the matter directly with SIA.

COMPLIANCE OFFICER DETAILS:

Name: National Compliance Company (Pty) Ltd
Practice Number 1307

Address: 3 Brabham House, Garlicke Crescent
Crowthorne Corner,
Ballito

Tel: 032 946 2921 / 2949
Fax: 032 946 2225

REPUDIATION OF CLAIMS PROCEDURE:

- a) The life insured/beneficiary will be notified, in writing, as to the reasons for the repudiation.
- b) The life insured/beneficiary has the right to approach Guardrisk Life directly at the "insurer's" address, in writing, should they wish to make further representations. The dispute must reach Guardrisk Life within 90 days of the date of the repudiation letter per point a) above.

OTHER MATTERS OF IMPORTANCE

- a) Keep all documents handed to you.
- b) In the event that there is a potential conflict of interest in any financial advice offered, Guardrisk Life shall at all times place the interest of its clients before its own.

POLICY WORDING

GENERAL CONDITIONS

Reference throughout this document to the masculine shall include the feminine and the singular shall include the plural where appropriate and vice versa.

1. DEFINITIONS

Accidental an unforeseen event which could not reasonably have been expected to occur. A specific, identifiable, unexpected, unusual and unintended external action which occurs in a particular time and place, but with marked effects. The event must result in death caused directly and independently of all other causes by some external and visible means arising from this event, and excludes death by natural causes.

Administrator Smartcall Insurance Administrators (Pty) Ltd, registration number 2002/029121/07. Also referred to as SIA.

Commencement Date the date the insurance risk commenced being the date that the first premium has been paid. Also known as the **Inception Date**.

Insurer Guardrisk Life Limited, registration number 1999/013922/06.

Principal Insured the person whose life is to be insured under this Policy and on whose death this policy shall cease. The Principal Insured is the individual who has agreed to these Terms and Conditions and whose full name and ID number have been entered in the SIA Cellular Application

SIA Cellular Application The USSD application on *130*700# on which the client captures their details and accepts the terms and conditions for the accidental life policy entered into by the client (Principal Insured once accepted).

Sum Insured the amount insured in respect of the **Principal Insured**, as stated in the advertisement or on the SIA Cellular Application.

2. ELIGIBILITY

2.1. The **Principal Insured**, in respect of whom benefits are to be insured under this policy, shall be a person who at the **Commencement Date** is at least sixteen years of age but not yet sixty six years of age.

2.2. Only the life stated on the **SIA Cellular Application** is insured under this Policy. This life may not be changed.

2.3. No individual may be covered, in any capacity, by more than 1 accidental policy held with SIA at one time.

3. PRINCIPAL INSURED

The ID number entered on the **SIA Cellular Application** for the policy is required to be the ID number belonging to the individual whose cellular phone is being billed on a monthly basis for the premiums of the policy, and the ID number must belong to the individual who completed and accepted the policy in their own name via the **SIA Cellular Application**.

4. CESSATION OF BENEFITS

4.1. The Policy shall terminate on the earliest of:

4.1.1. The death of the **Principal Insured**

4.1.2. The written request for cancellation by the **Principal Insured** giving thirty days notice from the date of the request;

4.1.3. The lapse of the Policy in terms of paragraph 6.2.5 below.

4.2. This policy is only valid if it is accompanied by a fully completed application via the **SIA Cellular Application** and premiums are fully paid up to date.

5. PROOF OF AGE

Should a certificate of birth not be available in respect of an **Insured**, the **Insurer** may accept such other evidence of age as at its sole discretion, it considers satisfactory.

6. PREMIUMS

6.1. Amount of Premiums

The amount of premiums payable to secure the benefits under this Policy is stated in the advertisement or on the **SIA Cellular Application**. The **Insurer** reserves the right to review the premium rate annually. Any amendment to the premium will be advised to the **Principal Insured**, in writing or via sms to the cellular device being billed, giving ninety days notice to this effect.

6.2. Payment of Premiums

6.2.1. The premiums required to secure an Insured's benefit shall be payable from the **Commencement Date**.

6.2.2. The **Commencement Date** will be considered to be the date that the first successful premium is deducted from the **Principal Insured's** cellular phone account. The first premium successfully billed to the **Principal Insured's** account will be considered to be part premium and part "registration fee", as it will only be part premium for the remaining portion of the month until billing date.

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

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

6.2.5. All premiums are payable monthly in advance. The period of grace allowed for payment of the premiums is one calendar month commencing on the first day of the month in which the premium is due. Any premiums paid while the policy is in grace will entitle the policyholder one calendar months cover reduced by the amount of days the policy has already been in the grace status.. If the premiums are not paid within the period of grace, the policy will lapse, and therefore no longer be covered. See paragraph 7.1 below for reinstatement of lapsed benefits.

6.2.6. If premiums, in whole or in part, are in arrears, then no claim shall be payable. For this purpose payment by the **Principal Insured** to an intermediary, but not to the Insurer, shall not suffice to validate any claim.

7. REINSTATEMENT OF LAPSED BENEFITS

7.1. Where the Policy has lapsed, if a further premium is paid by the **Principal Insured**, the policy will be reinstated subject to paragraph 7.3 below. Upon reinstatement, no arrear premium payments will be deducted off the policy as there is no cover while the policy is in a lapsed status. The Insurer reserves the right to either accept or decline reinstatement of the **Principal Insured** or any other Insured previously admitted for insurance benefits.

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

7.3. Any waiting period mentioned under paragraph 10 below shall be reapplied with effect from the reinstatement date at the discretion of SIA.

8. BILLING

8.1. The premium will be deducted on a monthly basis from the cellular phone account on which the policy was applied for via the cellular application.

8.2. If the premium cannot be deducted due to lack of funds in the account, further limited attempts to deduct the premium will take place. Subsequent to these attempts, if no funds are available, the policy will remain in lapsed status on the cellular application for a period of time, before being cancelled and removed from the cellular application.

8.3. If a further payment is made during this time it will be subject to paragraph 7 above. From that point onwards, the premiums will be deducted as per paragraph 8.1 and 8.2 above.

9. CLAIM PROCEDURE FOR PAYMENT OF ACCIDENTAL DEATH BENEFIT

In consideration of the payment of the premiums and subject to the conditions of the policy, the **Insurer** agrees that it shall pay the benefit per paragraph 10 below upon receipt at the **Administrator's** head office of:

9.1. The original death certificate or a certified copy thereof;

9.2. The original identity document or certified copy thereof of the deceased (all names stated in the identity document must match to the names captured on the cellular application for the claim to be processed);

9.3. The original identity document or certified copy thereof of the beneficiary (all names stated in the identity document must match to the names captured on the cellular application for the claim to be processed);

9.4. A copy of the form BI 1663;

9.5. Every accidental death claim will require a police report, the report must clearly indicate how, when and where the bodily injury was sustained

9.6. Any documentation required by the **Insurer** or **Administrator** as proof of the beneficiary's relationship to the **Principal Insured**;

9.7. Any other evidence the **Insurer** or **Administrator** may require.

All copies shall be certified by a Commissioner of Oaths and originally certified copies must be sent to the Insurer.

10. WAITING PERIODS FOR BENEFITS

The benefits provided under this policy shall commence as follows:

10.1. Accidental Death:

Upon accidental death of the Insured, within 15 days of either the commencement date stated in the schedule, or the reinstatement date in the event of a policy lapsing due to the non-payment of premiums, no benefit will be paid.

10.2. Other Causes

No benefit will be paid for any other cause of death.

11. PAYMENT OF BENEFITS

11.1. The amount of the benefit is that stated in the SIA Cellular Application corresponding with the amount of premium paid for the "Principal Member";

11.2. The beneficiary nominated must notify the **Insurer** or the **Administrator** as contemplated in paragraph 14 below, within six months of the occurrence of any claim, otherwise no claim will be admitted;

11.3. Payment of the benefit shall be made to the beneficiary nominated and the receipt of the benefit by the beneficiary shall be a good and sufficient discharge to the Insurer.

12. THE CORRECTNESS OF STATEMENTS MADE TO THE INSURER

12.1. The Insurer relies on the truth, completeness and correctness of all statements submitted. If the benefits granted have been obtained through any misrepresentation, concealment or non-disclosure, the policy shall be void and monies paid in respect thereof shall be forfeited. This shall apply to the original application, as well as to any reinstatements.

12.2. Should any benefits have been paid out on the basis of the information provided by the **Principal Insured** to the **Insurer**, and such information subsequently proves to be incorrect in any material respect, the Insurer shall have the right to take such steps as may be required to put it in the position it would have been in if the correct information had been provided in the first instance.

12.3. If the life insured or anyone acting on his behalf wilfully connives to obtain a claim by fraudulent means or devices, all benefits under this policy in respect of that claim will be forfeited.

13. ALTERATION OF THE POLICY

Any alteration to any of the conditions, definitions, benefits, and privileges of this Policy by either the Insurer or the Principal Insured, must be given to/by the Insurer to/by the Principal Insured, in writing or via sms to the cellular device being billed, with one calendar month's notice of any such alteration.

14. ADMINISTRATORS

The Insurer shall appoint **Administrators** of the policy. The **Administrators** shall collect premiums, attend to inquiries and pay claims on behalf of the Insurer. The **Administrators** for this accidental policy are SIA: Physical Address: 15 Eastwood Road, Dunkeld, Johannesburg. Postal Address: PO Box 412041, Craighall, 2024, Johannesburg. Tel: +27 011 507 4779; Fax: +27 086 674 6793; Email: info@smartcallinsurance.co.za.

15. INTERPRETATION

15.1. The decision of the Insurer as to the meaning of or interpretation of the Policy shall be final and binding on the **Principal Insureds** and every person claiming to be entitled to a benefit in terms of this Policy.

15.2. If any person affected by a decision of the Insurer in terms of paragraph 15.1 above is dissatisfied with the decision, such person shall have the right to refer the matter to arbitration in accordance with the provisions of the Arbitration Act, 1965. Notice of intention to exercise this right shall be given by the person concerned to the Insurer within ninety days of the Insurer's decision. Before the arbitration commences, the person concerned shall furnish such security for the costs of arbitration as the Insurer may reasonably require. The costs of the arbitration shall follow the award of the Arbitrator.

15.3. Should any difference arise between the Insurer and the **Principal Insured**, or any other claimant, as to a claim under this Policy, the same shall be referred to arbitration in accordance with the statutory provisions in force at the time, and the obtaining of any award shall be a condition precedent to any right of action against the Insurer.

16. FRAUD

This Policy shall be void as from the **Commencement Date** if:

16.1. Any claim under this Policy is in any respect fraudulent; or

16.2. Any fraudulent means or devices are used or employed by the Principal Insured or anyone acting on the **Principal Insured's** behalf, to obtain any benefit under this Policy; or

16.3. Any event is occasioned by the wilful act of, or with the **Principal Insured's** connivance.

17. EXCLUSIONS

No claim will be admitted in terms of this Policy for:

17.1. Incomplete or absent beneficiary information on the cellular application;

17.2. Any documents required to settle the claim are incorrect or incomplete;

No claim will be admitted in terms of this Policy if the event giving rise to the claim is caused directly or indirectly by or is in any way attributable to any of the following:

17.3. If the cause of death was suicide;

17.4. The Insured committing any act or deed in violation of criminal law;

17.5. Active participation in any riot, insurrection, civil commotion, war (declared or not), terrorism, hostility, civil war, rebellion, revolution, usurpation of power, martial law, kidnapping, hijacking or military action;

17.6. Atomic energy, nuclear fission or reaction, or the release of chemical weapons;

17.7. Intentional self-inflicted injury;

17.8. Participation in speed tests or races, hand-gliding, bungee-jumping, parachute jumping, mountaineering (without ropes), or any other activity Guardrisk Life regards as an excessive exposure to risk;

17.9. Participation or attempted participation in aviation in any capacity other than as a passenger in a passenger aircraft. This aircraft must have a valid certificate of airworthiness and must be piloted by a duly licensed pilot (and navigator where required by law);

17.10. At the time of death, the **Principal Insured** being outside of South Africa, after being out of the country for a consecutive period longer than 3 months;

17.11. Any beneficiary causing the death of the life insured;

17.12. As a result of the influence of alcohol, and alcohol abuse, drugs or narcotics, unless prescribed by and taken in accordance with the directions of a member of the medical profession.

17.13. Events which caused the death of the **Principal Insured** occurred before the first premium had been paid on the policy.

18. FEE DISCLOSURES

As per the "General code of conduct for authorised financial services providers and representatives" extracted from the Financial Advisory and Intermediary Services Act, 2002, the following fee disclosures are applicable to the products offered:

18.1. Sales Commissions:

Sales commission of a maximum of R 1.00 per newly activated policy is paid per month.

18.2. Administration and Claims Administration Fees:

The following table discloses the administration fee charge by SIA as well as the outsourced claims administration fee charged per product, which is differentiated by the age of the **Principal Insured**.

No.	Policy type per age group	Cover Value	SIA Monthly Administration Fee	Outsourced Monthly Claims Administration Fee
1	Male 16-20	R 10 000	R 0.28	R 0.06
2	Female 16-20	R 10 000	R 0.14	R 0.03
3	Male 21-30	R 10 000	R 0.30	R 0.06
4	Female 21-30	R 10 000	R 0.16	R 0.03
5	Male 31-40	R 10 000	R 0.32	R 0.06
6	Female 31-40	R 10 000	R 0.14	R 0.03
7	Male 41-50	R 10 000	R 0.31	R 0.06
8	Female 41-50	R 10 000	R 0.14	R 0.03
9	Male 51-60	R 10 000	R 0.24	R 0.05
10	Female 51-60	R 10 000	R 0.12	R 0.02
11	Male 61-65	R 10 000	R 0.23	R 0.05
12	Female 61-65	R 10 000	R 0.11	R 0.02

19. SURRENDER VALUE

This Policy has no surrender value.

20. ASSIGNMENT OF POLICY

The **Principal Insured** may not cede, pledge or otherwise alienate the benefits or the rights to benefits in terms of this Policy and such benefits shall not be subject to any form of execution or judgment and shall not, on insolvency, or on surrender form part of the estate of any Insured.

21. LAW

This Policy shall be subject to the laws of the Republic of South Africa.