

UNIVERSITY OF CAPE TOWN

FAMILY COVER POLICY

ORIGINAL

Policy Number : EB 0 041 341

Effective : 1 July 2021



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

**Head Office: Mutualpark,
Pinelands**

Reg. No. 1999/004643/06

POLICY EB 0 041 341

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

This *Contract* which constitutes a life insurance policy in terms of the Insurance Act 18 of 2017, takes effect on 1 July 2021 and applies to all claim events that occur while such *Contract* is in force.

The policy document provisions in force immediately before 1 July 2021 have been replaced by the provisions set out in this *Contract* in respect of all *Insured Persons* other than the following: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 July 2021;
- an *Insured Person* whose claim is still subject to consideration by *Old Mutual* as at 1 July 2021 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 July 2021, are in the process of being completed as at 1 July 2021.

Signed at Pinelands on 17 May 2021.



.....
M DE JONGH
for Old Mutual
and duly authorised thereto

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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>Accident</i>	An external, violent and unexpected event that occurred at an identifiable time and place and solely, directly and independently of other causes resulted in injury to the <i>Insured Person's</i> body.
<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>	65.
<i>Commencement Date</i>	1 March 2019.
<i>Contract</i>	The agreement constituted jointly by the terms of the <i>Review Proposal</i> and the policy document.

<i>Date of Termination</i>	The date immediately following the expiry of the 31 days' notice period in terms of clause 4.3.
<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>	University of Cape Town, UCT Food Services Company (Pty) Ltd, and any subsidiary thereof as well as associated employers, The Cape Higher Education Consortium (CHEK), The Tertiary Education and Research Network of South Africa (TENET), and any other employers as agreed upon between the <i>Policyholder</i> and <i>Old Mutual</i> .
<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>Foster Child</i>	A child without parental support and protection placed with a person or family to be cared for, usually by local welfare services or by court order.
<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>Parties</i>	The <i>Policyholder</i> and <i>Old Mutual</i> .

<i>Personal Information</i>	Personal information as defined in <i>POPIA</i> .
<i>Policyholder</i>	University of Cape Town.
<i>POPIA</i>	The Protection of Personal Information Act, 2013 (<i>POPIA</i>).
<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.
<i>Retirement Fund</i>	University of Cape Town Retirement Fund.
<i>Review Period</i>	A period beginning on 1 July in a given year and ending immediately before 1 July the following year.
<i>Review Proposal</i>	The most recent proposal document for a review of the <i>Contract</i> effected by <i>Old Mutual</i> and accepted by the <i>Policyholder</i> .
<i>Waiting Period</i>	<p>A continuous period of 6 months will apply in respect of a person who was previously insured under this <i>Contract</i> and who re-elects to become a <i>Primary Insured Person</i> on 1 July 2021 or each 1 July thereafter. Such waiting period will apply to the <i>Primary Insured Person</i> and/or his <i>Family Unit</i>.</p> <p>The waiting period will be waived if an <i>Insured Person</i> dies as a result of an <i>Accident</i> during this period, provided that a copy of the police report has been submitted to <i>Old Mutual</i> by the <i>Policyholder</i>.</p>

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>	R30 000
An <i>Insured Spouse</i>	R30 000
An <i>Insured Child</i> aged 14 or over	R30 000
An <i>Insured Child</i> aged 6 or over but under age 14	R15 000
An <i>Insured Child</i> aged 2 or over but under age 6	R7 500
An <i>Insured Child</i> under age 2 but excluding a stillborn <i>Insured Child</i>	R7 500
A stillborn <i>Insured Child</i>	R7 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 July 2021 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 July 2021,

by paying the relevant *Premiums*.

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 for insurance as a primary insured person under the *Contract* if

(a) he is a member of the *Retirement Fund*, but excluding paid-up members, phased retirees and living annuitants, and

(b) he is under the *Ceasing Age*.

Despite the above, where a person meets the requirements in clause 2.2.2(a) after reaching the *Ceasing Age*, he will qualify for insurance if *Old Mutual* receives evidence to its satisfaction that his risk profile is acceptable. Where this evidence is obtained in the Republic of South Africa, *Old Mutual* will pay any reasonable costs incurred in providing such evidence. The *Policyholder* must ensure that *Old Mutual* receives this evidence.

A person who is entitled to an income benefit in terms of the *Disability Income Contract* as at 1 July 2021 or who becomes entitled to an income benefit in terms of the *Disability Income Contract* after such date will also qualify for insurance under the *Contract* if this person has been included in the data provided to *Old Mutual* for the preparation of the *Review Proposal* and monthly premium reconciliation and has been identified in such data as receiving an income benefit in terms of the *Disability Income Contract*.

2.2.3 A *Primary Insured Person* as at the *Commencement Date*, may elect to cancel his insurance under this *Contract* within 60 days from the *Commencement Date*. If he elects to cancel his insurance within the specified 60 days, the *Waiting Period* will not apply when he elects to become a *Primary Insured Person* under this *Contract* for the first time thereafter.

2.2.4 A person who becomes a *Primary Insured Person* after the *Commencement Date* may elect to cancel his insurance under this *Contract* within 30 days of becoming a *Primary Insured Person*. If he elects to cancel his insurance within the specified 30 days, the *Waiting Period* will not apply when he elects to become a *Primary Insured Person* under this *Contract* for the first time thereafter.

2.2.5 A person in clause 2.2.3 or clause 2.2.4 above, who elected to cancel his insurance under this *Contract* within the specified periods may re-elect to become a *Primary Insured Person* as at 1 July 2020 or at each 1 July thereafter, subject to a *Waiting Period*.

2.2.6 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, and regarded as a marriage, 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*.

2.2.7 A *Primary Insured Person's* child will qualify for insurance under the *Contract* if he has never been married and is

- a biological child, stepchild, legally adopted child or *Foster Child* of the *Primary Insured Person*, or
- a child who has been placed under the *Primary Insured Person's* guardianship and to whom the *Primary Insured Person* fulfils the role of a parent, or
- any other child who, to *Old Mutual's* satisfaction, has been proven to be financially dependent on the *Primary Insured Person*, and

who 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*.

2.2.8 Unless otherwise provided for in clause 2.2.9, 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*, however, this age will be extended up to age 70 as long as the *Insured Person* remains actively employed with the *Employer*, or
- (d) the *Date of Termination*, subject to the provisions of clauses 4.3.5 and 4.3.6, or
- (e) the date he ceases to meet the requirements in clause 2.2.2(a) for reasons other than those set out above.

2.2.9 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 of Termination*.

- 2.2.10 An *Insured Person* included in the *Primary Insured Person's Family Unit* will cease to be insured under the *Contract* at midnight on the earliest of
- (a) the date on which the *Primary Insured Person* ceases to be insured in terms of clause 2.2.8, or
 - (b) the date such *Insured Person* ceases to meet the requirements in clause 2.2.6 or clause 2.2.7, as the case may be, or
 - (c) in the case of an *Insured Spouse*, the date on which *Old Mutual* determines that the *Primary Insured Person* and the *Insured Spouse* are no longer in a marriage, or in a relationship akin to a marriage, and for all intents and purposes have ceased to be married, despite the marriage not officially having been dissolved.

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 *Policyholder*, or as instructed by the *Policyholder* in terms of clause 5.7.

Old Mutual will not make any deduction for tax.

2.4 Exclusions

- 2.4.1 The *Family Benefit* claim will be declined if the *Insured Person's* death is attributable to
- active participation in terrorist activities, 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.
- 2.4.2 In addition to the exclusions in clause 2.4.1 above, if a person re-elects to become a *Primary Insured Person* under this *Contract*, a *Family Benefit* claim arising from the death of the *Primary Insured Person* and/or his *Family Unit* will be declined if such death occurs during the *Waiting Period* and is not due to an *Accident*.

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 2.2.8 and clause 2.2.10 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 2.2.2 and clause 2.2.9).

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3. PREMIUMS

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.

If a *Premium* under the *Contract* has not been paid on its due date, *Old Mutual* will notify the *Policyholder* within 15 days of the due date that the *Premium* has not been received.

The *Contract* and the insurance hereunder will remain in force for a period of 45 days after the due date or for such longer period as may be agreed between the *Policyholder* and *Old Mutual*. This is the grace period allowed by *Old Mutual*. If *Premiums* continue not to be paid after the grace period, the *Contract* will lapse.

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.

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 31 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 *Premium* rate and the terms and conditions of the *Contract* if there is a material change in the risk profile of *Insured Persons*, subject to at least 31 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 *Premium* rate and revised terms and conditions of the *Contract*, the revised *Premium* rate and revised terms and conditions will take effect retrospectively as from the date on which the change in the risk profile occurred.

If the *Policyholder* rejects the revised *Premium* rate and revised terms and conditions 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 *Premium* rate and the terms and conditions of the *Contract* applicable to the next *Review Period*.

To ensure that the review of the *Premium* rate and the terms and conditions 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 *Premium* rate and the terms and conditions of the *Contract* and will give the *Policyholder* at least 31 consecutive days' prior written notice of the revised *Premium* rate and revised terms and conditions 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 the *Premium* rate and the terms and conditions will be postponed until *Old Mutual* receives the required information. *Old Mutual* will give the *Policyholder* at least 31 consecutive days' prior written notice of the revised *Premium* rate and revised terms and conditions 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 *Premium* rate and revised terms and conditions of the *Contract*, the revised *Premium* rate and revised terms and conditions will take effect in accordance with the notice to the *Policyholder*.

If the *Policyholder* rejects the revised *Premium* rate and revised terms and conditions of the *Contract*, *Old Mutual* may, by notice to the *Policyholder*, terminate the *Contract* as from the date on which the revised *Premium* rate and revised terms and conditions 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 the Policyholder Protection Rules (Long-term Insurance), 2017, such termination will be subject to at least 31 consecutive days' prior written notice to *Old Mutual*. Written notification to *Old Mutual* must be sent via electronic mail (email) to the email address specified in clause 5.13.2.
- 4.3.2 *Old Mutual* may terminate the *Contract* at any time. Such termination will be subject to at least 31 consecutive days' prior written notice to the *Policyholder*.
- 4.3.3 *Old Mutual* may also terminate the *Contract* by giving at least 31 consecutive days' prior written notice to the *Policyholder*, if the number of qualifying *Primary Insured Persons* who have elected to remain insured under the *Contract* falls below 60% of all *Primary Insured Persons*.

- 4.3.4 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*.
- 4.3.5 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.
- 4.3.6 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.

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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 the information, as specified in clause 5.4.2, 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 The *Policyholder* must provide *Old Mutual* with the following information:

- The *Primary Insured Person's* name and initials
- The *Primary Insured Person's* identity number
- The *Primary Insured Person's* date of birth
- The *Primary Insured Person's* gender
- Whether the *Primary Insured Person* is in receipt of a disability income benefit or an ill-health benefit
- The *Primary Insured Person's* date of disability or ill-health
- The *Primary Insured Person's* salary, including the definition of salary and the frequency of payment of the salary
- The *Primary Insured Person's* email address(es)
- The *Primary Insured Person's* cellphone number(s)

- 5.4.3 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.
- 5.4.4 *Old Mutual* will require compliant monthly data in respect of the *Primary Insured Person* to be supplied, as specified in clause 5.4.2 above, in order to fulfil its regulatory requirements. Should compliant or accurate monthly data in respect of the *Primary Insured Person* not be supplied, *Old Mutual* reserves the right to cancel the *Contract*.

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), 2017, unless the *Policyholder* elects to lodge a complaint directly to the Ombudsman for Long-term Insurance under the Financial Sector Regulation Act 2017, 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*.

5.11 Confidentiality

5.11.1 "Confidential information" for the purposes of this clause 5.11 will mean information of any kind whatsoever which one *Party* may share with the other *Party* in connection with this *Contract* and which by its very nature or content is identifiable as sensitive, confidential and/or proprietary to the *Party* disclosing it. It will automatically include but not be limited to information regarding the *Policyholder*, its benefits, its business in general

and knowledge obtained by the *Policyholder* about *Old Mutual's* business, and any negotiations in connection with the *Contract*.

- 5.11.2 The *Parties* undertake, subject to clauses 5.11.3 and 5.11.4, to keep confidential information related to this *Contract* or confidential information exchanged pursuant to the *Contract* strictly confidential, for the duration of the *Contract* and after its termination. Such confidential information will be used for the purposes of this *Contract* only.
- 5.11.3 The *Parties* undertake not to reveal or otherwise disclose such confidential information to any third party without first ensuring that a similar confidentiality agreement is in place in respect of any other person not party to this *Contract* or without obtaining the prior written consent of the other *Party* hereto. The foregoing restrictions will not apply to the disclosure of necessary confidential information for the purposes of meeting a *Party's* obligations towards *Insured Persons* in accordance with the *Contract*.
- 5.11.4 The confidentiality undertaking in clauses 5.11.2 and 5.11.3 will not apply in respect of information which became public other than as a result of a breach by a *Party* of the provisions of this clause 5.11 or disclosure of confidential information required to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time.

5.12 Personal Information

- 5.12.1 The *Parties* agree that, in respect of any *Insured Person*, the *Personal Information* relating to that *Insured Person* will be processed in accordance with the provisions of *POPIA*.
- 5.12.2 The *Personal Information* received by *Old Mutual* in accordance with this *Contract* will be used, as and when appropriate, for the following purposes:
- Underwriting
 - Assessment and processing of claims
 - Claims checks (Life & Claims Register)
 - Fraud prevention and detection
 - Tracing beneficiaries
 - Market research and statistical analysis
 - Audit and record keeping purposes
 - Compliance with legal and regulatory requirements
 - Verification of the *Personal Information* provided.

Personal Information will be de-identified when used for market research and statistical analysis.

When *Old Mutual* engages service providers to process *Personal Information* on its behalf or to render services to it, *Old Mutual* may share some *Personal Information* with these service providers, subject to confidentiality agreements being in place between *Old Mutual* and such service providers. Should these service providers be abroad, *Old Mutual* will not share the *Personal Information* with them unless it is satisfied that adequate security measures are in place to protect the *Personal Information*.

The *Policyholder* is advised and encouraged to inform all *Insured Persons* that *Old Mutual* holds and is processing their *Personal Information* for the purposes mentioned above. The *Policyholder* or an *Insured Person* may access the *Personal Information* relating to him or her and, subject to the provisions of this *Contract*, may request the correction of any errors or the deletion of the *Personal Information*. In certain cases the *Policyholder* and *Insured Person* have the right to object to the processing of their *Personal Information*.

The *Policyholder* or *Insured Person* has the right to complain to the Information Regulator, whose contact details are:

<http://www.justice.gov.za/inforeg/index.html>

Tel: 012 406 4818

Fax: 086 500 3351

Email: inforeg@justice.gov.za

Old Mutual's full privacy notice can be viewed at www.oldmutual.com.

5.13 Domicilia, Notices and Other Communications

5.13.1 For the purposes of the serving of legal process in connection with the *Contract*, each of the *Parties* chooses its *domicilium citandi et executandi* (domicilium) as follows:

5.13.1.1 The *Policyholder* chooses as its domicilium Bremner Building, University Crescent, Rondebosch.

5.13.1.2 *Old Mutual* chooses as its domicilium Mutualpark, Jan Smuts Drive, Pinelands, Cape Town.

Legal process served on *Old Mutual* in terms of this clause must be clearly marked: "For the attention of the Chief Legal Adviser, Group Legal".

5.13.2 The written notice required in terms of clause 4.3.1 must be sent via electronic mail (email) to GAPTerminations@oldmutual.com.

- 5.13.3 For all other purposes under the *Contract*, whether in respect of notices or other documents or communications of any nature, each *Party* will advise the other in writing of its contact details for the purposes of such notices, other documents and communications.
- 5.13.4 A *Party* may change its domicilium for the purposes of clause 5.13.1 by giving written notice of such change to the other *Party*, provided that any new domicilium selected will be a street address within the Republic of South Africa.
- 5.13.5 A *Party* may change any of its contact details provided to the other *Party* in terms of clause 5.13.3, by giving written notice of such change to the other *Party*.
- 5.13.6 Notices and communications given or made by one *Party* to the other in terms of clauses 5.13.3 to 5.13.5 will be deemed to have been duly received
- 5.13.6.1 if delivered by hand between 9h00 and 16h00 on a business day, on the date of delivery (or on the first business day after that, if delivered after 16h00),
 - 5.13.6.2 if sent by courier and delivered between 9h00 and 16h00 on a business day, on the date of delivery by the courier service concerned (or on the first business day after that, if delivered after 16h00),
 - 5.13.6.3 if sent by prepaid registered post in a correctly addressed envelope, 10 business days after posting, unless the contrary is proved,
 - 5.13.6.4 if sent by fax, on the date of transmission, unless the contrary is proved, or
 - 5.13.6.5 if sent by electronic mail (email), on the date on which it was sent, unless the contrary is proved.

For the purposes of this clause, 'business day' means any day, except a Saturday, Sunday or public holiday in the Republic of South Africa.

5.14 Cancellation of *Contract* by *Policyholder*

- 5.14.1 The *Policyholder* may, where no benefit has been paid or claimed yet, or where an event insured against under the *Contract* has not yet occurred, cancel this *Contract*, whether new or amended upon request by the *Policyholder*, by written notice to *Old Mutual* within 31 days of the date on which the *Policyholder* receives from *Old Mutual* the disclosure required in terms of the Policyholder Protection Rules (Long-term Insurance), 2017.

5.14.2 All *Premiums* paid by the *Policyholder* to *Old Mutual* up to the date of receipt of the written cancellation notice, or received at any date thereafter in respect of the cancelled *Contract*, will be refunded to the *Policyholder*, subject to the deduction of the cost of any insurance actually enjoyed under the *Contract*.

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