# ILLNESS, ACCIDENT, DREAD DISEASE AND PERMANENT DISABILITY COVER

## STATED BENEFIT INSURANCE

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1. **ILLNESS, ACCIDENT, DREAD DISEASE AND PERMANENT DISABILITY COVER**

The Principal Member named in the Policy Schedule has applied to the Insurer for the insurance as hereinafter set out, the Insurer hereby agrees, subject:

1.1.1 to any proposal or other information supplied by or on behalf of the Insured Person(s):
1.1.1.1 disclosing all facts, information and circumstances known to the Insured Person(s) that which may have any influence to the assessment of the risks insured hereby, and
1.1.1.2 forming the basis of this Policy, and
1.1.2 to the condition of prior payment of the Premium by or on behalf of the Insured Person and the receipt thereof by or on behalf of the Insurer notwithstanding anything to the contrary set out in this Policy or any section thereof, to grant such insurance subject to the terms, conditions, provisions, exclusions and exceptions hereinafter set out or as contained in any endorsement that may be issued in regard thereto.

This Policy is conditional upon and will only come into effect following payment of the Premium by the Insured Person and the receipt thereof by or on behalf of the Insurer.

2. **DEFINITIONS**

In this Policy, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings -

"**Accident**" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the period of the Policy;

"**Admission**" means admission into a Hospital as an Inpatient;

"**Bodily Injury**" means Bodily Injury by violent external and visible means caused by an Accident but shall include Bodily Injury caused by starvation, thirst and exposure to the elements as a result of a Road Accident;

"**Benefit**" means the Hospital Cash Back Benefit set out in the Policy Schedule, provided by the Insurer in terms of this Policy;

"**Commencement Date**" means the date specified in the Policy Schedule;

"**Compensation**" means the stated amount payable to the Insured Person in the event of a successful claim;

"**Day**" means 24 consecutive hours from time of Admission;

"**Dependent Children** means:

a child of a Principal Insured under the age of 21 (twenty-one) years, including a stepchild, an illegitimate child or legally adopted child, including a child adopted in terms of a customary adoption under a tradition practiced by the people of Southern Africa provided that the child's natural parents are both deceased, or an
adoption under the tenets of any religion practiced by the people of Southern Africa provided that the child's natural parents are both deceased;

a stillborn child of a Principal Insured born after the 28\textsuperscript{th} (twenty-eighth) week of pregnancy or posthumous child;

a child of a Principal Insured being permanently mentally or physically disabled and totally dependent upon the Principal Insured;

a child of a Principal Insured under the age of 26 (twenty-six) years who is a full time student at any registered university or tertiary education institution, registered in terms of any legislation in the Republic of South Africa or such other institution as may be approved in writing by the Insurer, and who is unmarried;

"Dread Disease" means any of the following: Heart Attack, Chronic Coronary, Stroke, Cancer, Kidney Failure, Major Organ Transplant, Paraplegia and Blindness as specifically defined in clause 7 of this Policy.

"EMS" means the emergency medical response unit available to the Insured Persons for urgent medical assistance;

"Family" means the Principal Member (being a natural person) in whose name this policy is effected and includes the Principal Member's Spouse and Dependent Children under the age of 21 (twenty one) years which form part of the Principal Member's household and who are resident in the Republic of South Africa;

"Hospital" means an establishment which meets all the following requirements:

holds a licence as a hospital or day clinic or nursing home (if licensing is required in the province or government jurisdiction);

operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients;

provides organised facilities for diagnosis and surgical treatment;

is not primarily a rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts;

"Illness" means the onset of any acute somatic, unforeseeable, unpredictable Illness (excluding mental Illness) which requires Admission to Hospital, and which was not a Pre-Existing Condition (unless otherwise provided for herein). A recurrence of any Illness will only be considered a separate Illness if 6 (six) months have elapsed from the date of onset of the preceding Illness;

"Insured Persons" means the Principal Insured as named in the application for this Policy and as stated on the Policy Schedule and their named Spouse and Dependent Children;
"Insurer" means African Unity Insurance Limited, registration number ______________, having its registered address at __________________________________________________________.

"Insuring Section" means the stated benefits payable and types of insurance cover granted to the Insured Person as more fully set out in this Policy document and as stated in the Policy Certificate;

"Permanent Total Disability" means Permanent and total loss of or use of:
- Speech 100%
- Hearing in both ears 100%
- Any limb 100%
- by physical separation at or above wrist or ankle of one or more limbs 100%
- One or both eyes 100%
- sight in one or both eyes 100%

"the / this Policy" means this insurance agreement concluded between the Insurer and the Principal Insured in respect of the stated benefits underwritten by the Insurer;

"Policy Schedule" means policy schedule issued to the Principal Insured;

"Pre-Existing Condition" means any Bodily Injury or Illness or Dread Disease for which the Insured Person received medical advice and or treatment in the 24 (twenty four) months prior to the Commencement Date stated in the Policy Schedule and includes the first 3 (three) months from the inception date of this policy (unless otherwise provided for herein) signs and symptoms present prior to inception, known or unknown to the Insured Person, of the Policy are also considered to be pre-existing;

"Premium" means the premium payable to the Insurer on a monthly basis in terms of this Policy;

"Principal Insured" means the person who applies for Insurance Cover under this Policy;

"Professional Sport" means a sporting activity in which an Insured Person engages and from which such Insured Person derives the majority of their monthly income;

"Spouse" means the named Spouse of a Principal Insured. Not more than one Spouse shall be covered in respect of each Principal Member;

"Temporary Total Disability" means the Insured Person being admitted to Hospital as an in Disability patient;

"Territorial Limits" means the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe and Mozambique;

"Writing" (or words of similar meaning) means legible writing and in English and includes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, 25 of 2002.
Any reference to the singular includes the plural and vice versa; and any reference to a gender includes the other gender.

The clause headings in this Policy have been inserted for convenience only and shall not be taken into account in its interpretation.

If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Policy, notwithstanding that it is only contained in the interpretation clause.

This Policy shall be governed by, construed and interpreted in accordance with the law of the Republic of South Africa.

3. GENERAL PROVISIONS
3.1 It is declared and agreed that: once any Insured Person has been Insured under this Policy for a period of 12 (twelve) consecutive months any Pre-Existing Condition shall no longer apply;
3.2 the age of the Principal Insured cannot exceed 65 (sixty five) years when first applying for this Policy (unless otherwise provided for herein);
3.3 an Insured Person may not be covered on more than one Policy;

4. PAYMENT OF PREMIUM
4.1 Premiums shall be payable monthly in advance on the first day of the month. In the event of non-payment of the Premium on the due date, and subject to the provision of a 15 (fifteen) day grace period to pay the Premium in arrears, insurance cover in respect of the Insured Person shall lapse.
4.2 It is the responsibility of the Insured Person to make sure premiums are paid on time.
4.3 Premiums shall be payable by means of a debit order from a bank account nominated by the Principal Insured. All costs associated in respect thereof shall be borne by the Principal Insured.

5. GENERAL EXCLUSIONS AND LIMITATIONS
The Insurer shall not be liable to pay Compensation for Bodily Injury or Illness or Dread Disease in respect of any Insured Person:
5.1 caused by suicide, or self-injury or intentional exposure to obvious risk of Injury (unless in an attempt to save human life);
5.2 caused by a Pre-Existing Condition (unless otherwise provided for herein);
5.3 caused by or as a result of the influence of alcohol, drugs or narcotics upon such Insured Person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
5.4 caused by or arising from exposure to or contamination by atomic energy and/or nuclear fission or reaction;
5.5 whilst travelling by air other than as a passenger and not as a member of the crew nor for the purpose of any trade or technical operation thereon or therein;
5.6 whilst participating in any riot or civil commotion or public disorder or active involvement in war, acts of terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or political risk of any kind;
5.7 whilst participating in a Professional Sport;
5.8 for any mental and/or nervous disorders, other than those caused by Accident as defined in this Insurance;
5.9 who is in employment or service in the permanent force of the South African National Defence Force, South African Police Service or any other armed forces;
5.10 for any claims for mountaineering or rock climbing necessitating the use of ropes or guides, potholing, hang gliding, sky diving, riding or driving in a race or rally, underwater activities involving the use of artificial breathing apparatus unless the Insured Person has an open water diving certificate or is diving with a qualified instructor to a depth no greater than 30 meters and/or similar activities, unless agreed by Insurer;
5.11 for any claim arising whilst the Insured Person is perpetrating an intentional unlawful act in terms of South African Law;
5.12 caused by any gradually operating cause of which the Insured Person is aware.
5.13 for pregnancy or childbirth unless the mother has been insured under this Policy for more than 12 (twelve) consecutive months nor for any congenital abnormalities;
5.14 for claims in respect of expenses arising out of regular medical treatments on an on-going basis;
5.15 for elective, elective cosmetic, corrective optical and laser surgery or treatment and costs resulting therefrom;
5.16 for treatment, directly or indirectly arising from, or connected with male and female birth control, infertility and any form of assisted reproduction;
5.17 for any newborn children where the Illness or Dread Disease was known by the Principal Insured Person prior to the birth of that Dependent Child;
5.18 in respect of premature childbirth unless the expected date of birth is later than 12 (twelve) consecutive months after inception of insurance.
5.19 The new born baby born in the first twelve month, will be covered after the bay has been discharged with a clean bill of life;
5.20 the Insured Persons shall take all reasonable precautions to prevent Accidents and to comply with all statutory requirements and regulations;
5.21 if the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
5.22 in the case where the member is also covered by a Medical Aid, a 3 day franchise will be applied and thereafter the admission is covered up to a maximum of 21 days per illness event paying a daily limit of R1500 per day whilst in hospital. In addition, The Insurer reserves the right to apply the average length of stay to the relevant admission as approved by the Insurer’s Medical Panel, based on the clinical guidelines as provided by the Department of Health.

6. **GENERAL CONDITIONS**

6.1 Insurance cover shall commence on the Commencement Date subject to receipt of the first Premium by the Insurer.
6.2 This Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Policy Schedule shall bear specific meaning wherever it may appear. The Application form or voice recording shall be the basis of this policy and shall form part of the policy document.

6.3 This Policy may be cancelled at any time by the Insurer giving 30 (thirty) days’ notice in writing (or such other period as may be mutually agreed).

6.4 The Insurer has the right to increase premiums or to change limits and benefits with one month written notice to the Insured Person.

6.5 Compensation shall be payable only to the Insured Person or their estate or nominated person or nominated entity, whose receipt shall effectually discharge the Insurer.

6.6 This Policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure by or on behalf of an Insured Person of any particular material fact to this Insurance.

6.7 Notice must be given to the Insurer in writing as soon as practicable of any occurrence which may give rise to a claim under this Insurance, but in any event within 3 months of such occurrence, failing which the claim will not be accepted.

6.8 In the event that the Insurer repudiates liability for any claim under the Policy, the claimant shall have 90 (ninety) days from the date of notice of the repudiation within which to make representations to the Insurer disputing the repudiation of the claim. If the claimant concerned does not, in respect of the subject matter of such claim, within 12 (twelve) months, after the 90 (ninety) day period to make representations, commence legal proceedings in a competent court and prosecute such proceedings to final judgment, any liability of the Insurer shall be extinguished and no benefits shall be payable in respect of such claim and/or the insured event concerned.

6.9 If any amount payable in terms of this Policy is not claimed in accordance with the provisions of this Policy within 3 (three) years from the date on which it became due for payment, all rights and claims in respect thereof shall prescribe and no further claim whatsoever shall be valid against the Insurer pursuant to this Policy.

6.10 All certificates, information and evidence required by the Insurer shall be furnished in the form prescribed and without expense to the Insurer. The Insured Person shall submit to medical examination on behalf of and at the expense of the Insurer as often as shall be required in connection with any claim.

6.11 Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury, Dread Disease or Illness and the Insurer shall not be liable for any part of any claim which in the opinion of the medical adviser arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

6.12 The Insured Person must notify the Pre Authorisations Department at least 48 (forty eight) hours prior to being hospitalised and give full particulars of the hospitalisation the Pre Authorisations Department at the contact number as provided on the membership card. Failure to do so will result in the non-
payment of claims. Where it is not possible to notify the Pre Authorisations Department prior to Hospitalisation due to an emergency this condition will not apply, subject to notification to the Pre Authorisations Department within 48 hours after Admission provided that the Insured Person is physically able to do so.

6.13 If any claim under this Insurance be in any respect fraudulent or intentionally exaggerated or if any fraudulent means or devices are used by Insured Person or anyone acting on his behalf to obtain any benefit under this Insurance all benefit hereunder shall be forfeited and no Premiums shall be refunded.

7. **INSURING SECTION**

The following Insurance Cover and Benefits shall be available to the Insured Persons as follows:

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<th>BENEFITS</th>
<th>AMOUNT PAYABLE</th>
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<tr>
<td>1st Day in Hospital (subject to a 90 day waiting period unless by specific agreement)</td>
<td>R6 500</td>
</tr>
<tr>
<td>2nd Day in Hospital (subject to a 90 day waiting period unless by specific agreement)</td>
<td>R4 500</td>
</tr>
<tr>
<td>3rd Day in Hospital (subject to a 90 day waiting period unless by specific agreement)</td>
<td>R4 500</td>
</tr>
<tr>
<td>4th Day in Hospital (subject to a 90 day waiting period unless by specific agreement)</td>
<td>R3 000</td>
</tr>
<tr>
<td>5th Day in Hospital (subject to a 90 day waiting period unless by specific agreement)</td>
<td>R3 000</td>
</tr>
<tr>
<td>Every subsequent day thereafter (subject to a 90 day waiting period unless by specific agreement)</td>
<td>R1 500</td>
</tr>
<tr>
<td>Maximum Benefit payable for a 21 Day period</td>
<td>R31,500</td>
</tr>
<tr>
<td>Dread Disease amount per day in Hospital (Subject to a 90 day waiting period unless by specific agreement)</td>
<td>R9000 maximum benefit of R200 000</td>
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7.1 An Illness Top up Protection Benefit is payable per annum up to a maximum of R25,000 (twenty five thousand) per Single Insured or a maximum of R40,000.00 (forty thousand) per Family. The Illness Protection Benefit is payable in instances where the daily cash stated benefit is insufficient to cover the Costs related to the illness admitted for as defined in the Policy document.

The Illness Top up Protection Benefit has a 90 (ninety) day waiting period from the inception date of the Policy and pre-authorisation is required.

Specific Stated Conditions Benefits has a 12 month waiting period is applicable for the following benefits

Appendectomy R30 000.00 3 month waiting period applicable
Removal of Kidney Stones  R30 000.00 12 month waiting period applicable
Ectopic Pregnancy  R20 000.00 12 month waiting period applicable
Hernia  R15 000.00 12 month waiting period applicable
Gallbladder removal  R35 000.00 12 month waiting period applicable
Maternity  R25 000.00 12 month waiting period applicable
Hysterectomy  R40 000.00 24 month waiting period applicable

The right to any amount recoverable from any third party including any medical aid or insurance is ceded to the Insurer up to the amount that was paid by the Insurer. The Insured will assist in any way needed to execute such a claim.

7.2  Accident Permanent Disability Cover

7.2.1  If during the period of the Policy the Principal Member Only, within the Territorial Limits, sustains Bodily Injury which directly and independently of all other causes results within twenty four calendar months of the Accident, in Permanent Disability as specified in the circumstances set out in the Insuring Section to this Policy, the Insurer agree to pay to the Principal Member or his estate the Compensation stated in the Insuring Section.

7.2.2  The following percentage shall be payable in the event of Bodily Injury resulting in:

7.2.2.1  Permanent Total Disability – 100% (one hundred percent)
7.2.2.2  Permanent and total loss of or use of:
  7.2.2.2.1  Speech  100%
  7.2.2.2.2  Hearing in both ears  100%
  7.2.2.2.3  Any limb by physical separation at or above wrist or ankle of one or more limbs 100%
  7.2.2.2.4  One or both eyes  100%

7.2.3  In the event of Compensation being due under more than one of the benefits referred to above as a consequence of any one Accident to the Principal Member, the maximum amount payable shall not exceed 100% (one hundred percent) in total under Permanent Total Disability Benefits.

7.2.4  For Permanent Disability, the compensation shall be limited to an amount of R250 000.

7.2.5  The right to any amount recoverable from any third party including the Workman Compensation Fund is ceded to the Insurer up to the amount that was paid by the Insurer. The Insured will assist in any way needed to execute such a claim.

7.3  Accident Stated Benefit for Hospital Stay Cover

7.3.1  For an Accident resulting in Hospitalisation, the compensation shall be limited to an amount of R150 000.00 per Insured Person per Accident and R300 000.00 per Family per Accident.

7.3.2  The right to any amount recoverable from any third party including the Road Accident Fund is ceded to the Insurer up to the amount that was paid by the Insurer. The Insured will assist in any way needed to execute such a claim.
7.4 Temporary Total Disability (Illness) in Hospital Cover

7.4.1 For Temporary Total Disability (Illness), the compensation shall be R1 500 per Insured Person per day for a period not longer than 21 Days from the date of the onset of any Illness.

7.4.2 The Insurance Cover afforded any Insured Person for Temporary Total Disability will only come into effect 90 (Ninety) days after the Commencement Date.

7.4.3 If during the period of the Policy any Insured Person, within the Territorial Limits, sustains an Illness which first manifests itself after 90 (ninety) days from the Commencement Date stated in the Policy Schedule which directly and independently of all other causes results within fourteen days of the onset of such Illness, as defined, in Hospitalisation, the Insurer agrees to pay to the Insured Person or Estate or nominated entity, the compensation stated in the Insuring Section.

7.4.4 The Compensation specified for Temporary Total Disability shall cease as soon as the Insured Person has been discharged from Hospital.

7.5 Dread Disease

7.5.1 If during the Period of Insurance any Insured Person, within the Territorial Limits, be diagnosed as suffering from a Dread Disease, symptoms of which were not present in the Insured Person in the 24 months prior to the inception of the Policy Schedule and which symptoms first manifested itself after 90 days from the Commencement Date stated in the Policy Schedule, the Insurer agree to pay the Insured as Compensation the sum stated in the Schedule of Compensation with a maximum liability to the Insurer of R200,000.

7.5.2 It is declared that upon payment of 100% of the Compensation for any one claim under Dread Disease in respect of any Insured Person, all cover provided shall be terminated and cannot be reinstated in respect of the Dread Disease Benefit that has been paid for that Insured Person.

7.5.3 Compensation under Dread Disease shall not be in addition to any other benefit covered under this Policy.

7.5.4 Insurance Cover afforded any Insured person in terms of the Dread Disease will only come into effect 90 (ninety) days after the Commencement Date stated in the Policy Schedule.

7.5.5 Specific Dreaded Diseases which are included:

7.5.5.1 Heart Attack – is defined as Myocardial infarction (MI) or acute myocardial infarction (AMI), commonly known as a heart attack, is the interruption of blood supply to part of the heart, causing heart cells to die. This is most commonly due to occlusion (blockage) of a coronary artery following the rupture of a vulnerable atherosclerotic plaque, which is an unstable collection of lipids (fatty acids) and white blood cells (especially macrophages) in the wall of an artery. The resulting ischemia (restriction in blood supply) and oxygen shortage. Diagnosis will be based on a history of typical chest pain, new electrocardiographic changes and the elevation of cardiac enzymes with a reading of 2 (two) times the upper limit of normal. This will include Chronic Coronary Heart Disease: Coronary disease (or coronary heart disease) refers to the failure of coronary circulation to supply adequate circulation to cardiac muscle and surrounding tissue.

7.5.6 Stroke – is defined as a stroke, sometimes called a cerebrovascular accident (CVA)) is the rapidly developing loss of brain function(s) due to disturbance in the blood supply to the brain. This can be due to ischemia (lack of blood flow) caused by blockage (thrombosis, arterial embolism), or a haemorrhage (leakage of blood). As a result, the affected area of the brain is unable to function which may lead to inability to move one or more limbs on one side of the body, inability to understand or formulate speech, or the inability to see one side of the visual field or a loss of sensation and dizziness.
7.5.7 Cancer – is defined as: A disease manifested by the presence of malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. All cancers diagnosed and treated by primary biopsy only, that is, not requiring any further surgical, medical chemotherapy, and the like or radiotherapy, or other modalities are excluded. The term ‘Cancer’ also includes Leukemia and Hodgkin’s disease but excludes all skin cancers except invasive malignant melanomas.

7.5.8 Kidney Failure – is defined as: The end stage renal failure presenting a chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is required on a long-term basis.

7.5.9 Major Organ Transplant - The human to human organ transplant from a donor to the Insured Person of one or more of the following organs: Kidney, Heart, Lung, Liver, Pancreas or Bone Marrow. The transplantation of all or other organs, parts of organs or any other tissue transplant is excluded.

7.5.10 Paraplegia – is defined as: The Insured Person suffers the total and irreversible loss of use of both legs or both arms as a result of an Illness.

7.5.11 Blindness – is defined as: The Insured Person suffers the total and irrecoverable sudden loss of vision in both eyes as a result of an Illness;

8 DISPUTE RESOLUTION

Should any dispute, disagreement or claim arise between the parties concerning this Policy ("the Dispute"), the parties shall endeavour to resolve the Dispute referring the Dispute to the Arbitration Foundation of Southern Africa ("AFSA") for final resolution by way of arbitration in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

Unless otherwise agreed in writing by the parties, any such arbitration shall be held in Johannesburg.

Each Party to this Policy irrevocably:

8.2.1 consents to any arbitration in terms of the aforesaid rules being conducted as a matter or urgency; and

8.2.2 authorises the others to apply, on behalf of the parties to such Dispute, in writing to the secretariat of AFSA in terms of the aforesaid rules for any such arbitration to be conducted as a matter of urgency, provided that the party which intends so applying first notifies the other parties in writing of its intention to do so.

The provisions of this clause 8 shall not preclude a party from seeking urgent interim relief from the appropriate court of law.

For the purposes of clause 8 and for the purposes of having any award made by the arbitrator(s) being made an order of court, each of the parties hereby submits itself to the South Gauteng High Court of South Africa or its successor in title.

This clause 8 constitutes an irrevocable consent by each of the parties to any proceedings in terms hereof, is severable from the rest of the Policy and shall, notwithstanding the termination of this Policy, remain in full force and effect.

9 NEW LEGISLATION

If, at any time after the Commencement Date, any legislation, rulings or regulations (including any taxation laws) applying to this Policy, comes into operation, the Insurer shall be entitled on a 1 (one) months prior written notice to the Principal Member, to change, amend or alter any terms or conditions of this Policy in order to comply with such legislation, rulings or regulations (including any tax laws) or otherwise to be placed in the same position it would have been was it not for the legislation, rulings or regulations becoming applicable.
10 DOMICILIUM

The *domicilium citandae* of a Principal Insured shall be the address set out in the application form or in the voice recording or such later address as notified in writing.

For purposes of this Policy, the Insurer’s addresses shall be __________ (facsimile), for the attention of the Company Secretary.

Any notice given in terms of this Policy shall be in writing and shall:

10.2.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

10.2.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;

10.2.3 if transmitted by facsimile or email or any other acceptable legal electronic means be deemed to have been received by the addressee on the day following the date of dispatch, unless the contrary is proved.

Notwithstanding anything to the contrary contained or implied in the Policy, a written notice or communication actually received by the Insurer or a member from the other as the case may be, including by way of facsimile transmission or email shall be adequate written notice or communication to such party.

11 GENERAL

This Policy constitutes the entire insurance policy and that no other conditions, stipulations, warranties and representations whatsoever have been made by any party or that party’s agent, other than as specifically included herein.

No latitude, extension of time or other indulgence which may be given or allowed by either party to the other in respect of any payment provided for in the Policy or the performance of any other obligation shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of or otherwise affect any of the third party’s rights in terms of or arising from the Policy, or prevent such party from importing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

No amendment or cancellation of the Policy shall be of any force and effect unless such amendment or cancellation is in writing and signed by the Insurer.

This Policy does not accumulate cash or surrender value and may not be converted into a paid up policy. The Insurer specifically determines that no loans will be allowed in terms of the Policy.

Statements made by the Insured Person relating to the Policy will be deemed to be true and incontestable.

The parties consent to the jurisdiction of the South Gauteng Division of the High Court of South Africa, to hear and determine any action or proceeding which may result from or arises from the Policy.
Signed at on 2014

Witness for African Unity

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duly authorised and warranting such authority