

TOTAL RISK FEMME COVER

THIS IS AN EXCERPT OF THE FULL POLICY DOCUMENT. REFER TO FULL POLICY DOCUMENT ON APPLICATION.

THE POLICY

1. PARTIES

1.1 The parties to this Policy are: -

- 1.1.1 Auto & General Insurance Company Limited (Reg. No 1973/016880/06), an authorised Financial Services Provider, with Licence number 16354.
- 1.1.2 Total Risk Administrators (Reg. No 1999/024507/07), the Product Supplier, a UMA underwritten by Auto & General Insurance Company Limited, an authorised Financial Services Provider, with Licence number 40815.
- 1.1.3 The Policyholder (who is also the Insured).

2. BENEFITS

2.1 The Insurer will provide the benefits for Femme Cover, as specified herein, subject to compliance with the terms, exceptions and conditions herein specified. The entire contract consists of this Policy Document, the Policy Schedule and Disclosure document together with the Statutory Notice and the Personal Information which has been provided by this contract. The Insurer will issue an Amending Schedule to reflect any changes to this Policy.

3. MISINFORMATION BY THE POLICYHOLDER

3.1 This Policy has been based on the information provided by the Policyholder. Should the Policyholder have misrepresented or failed to disclose important medical information in the application for this Policy or should the Insurer feel such information (with the exception of statements relating to the age of the Policyholder) materially affects the underlying risk of this Policy, the Insurer reserves the right to cancel this Policy with no return of past paid premiums.

4. INTERPRETATIONS

4.1 **“Cancer”** shall mean a disease manifested by the presence of a malignant tumour and characterised by the uncontrolled growth and spread of malignant cells with the invasion and destruction of normal surrounding tissue.

- 4.1.1 The cancer must be confirmed by histological evidence of malignancy by a qualified oncologist or pathologist.
- 4.1.2 Malignant cells diagnosed and treated by primary biopsy only, that is, not requiring any further surgical and medical procedures (chemotherapy or other recognised oncology medication), radiotherapy or other modalities are excluded from the definition of **“Cancer”**.

4.1.3 The term “Cancer” excludes cancer-in-situ and all tumours that are histologically described as pre-malignant or showing early malignant changes. The Insurer will however consider payment when cancer-in-situ has required radical treatment such as total mastectomy or total hysterectomy and followed by chemo- and/or radiotherapy, at its own and sole discretion.

4.2 **“Claim event”** shall refer to a diagnosis of cancer that belongs to one of the following types: -

- 4.2.1 Breast Cancer.
- 4.2.2 Cervical Cancer excluding Cervical Intraepithelial Neoplasia.
- 4.2.3 Cancer of an organ that is a part of the Genito-Urinary system, including Ovarian cancer, cancer of the Bladder, cancer of the Fallopian Tubes, Vaginal cancer or Uterine cancer.

4.3 **“Cover termination date”** shall be the last day of the month in which the Policyholder turns exactly 65 years old and shall only apply if the Policyholder chooses to buy such a term of cover.

4.4 **“Default of a premium payment”** would occur if a premium has not been paid on its due date nor within the days of grace (as defined in Section 6) following such non-payment of premium.

4.5 **“Diagnosis”** shall refer to a diagnosis during the period of this Policy, by a registered medical practitioner supported by clinical, radiological, histological and laboratory evidence as required by the Insurer.

4.6 **“Pre-existing conditions”** shall mean a medical condition that existed prior to the commencement of this Policy with regard to which:

- 4.6.1 the Policyholder has received treatment and/or advice; or
- 4.6.2 the manifestation of symptoms would have caused a reasonable and prudent person to seek advice; or
- 4.6.3 any condition known to the Policyholder prior to the date of Policy purchase in respect of which the Policyholder has been recommended to continue or commence any treatment or seek medical advice after the effective date of coverage.

5. PREMIUM

5.1 Premiums under this Policy are payable by monthly direct debit order from the Policyholder's bank account.

5.2 Premiums under this Policy shall be payable in South African Rand.

5.3 Premiums are payable on the 1st day of each month or next working day until the earliest of:

5.3.1 the death of the Policyholder;

5.3.2 the payment of the Benefit;

5.3.3 the Surrender by the Policyholder;

5.3.4 the Termination date of the Policy.

5.4 The premium rate indicated in the Policy Schedule will be reviewed in January of each year. The Insurer reserves the right to vary the premium payable under this Policy by giving the Policyholder at least 30 days written notice before any variation in premiums takes effect.

5.5 Vat at a rate of 14% is included in the monthly premium payment. In terms of Binding General Ruling No. 14, this document constitutes a tax invoice, debit note or credit note as contemplated in section 20(7)(a) and 21(5)(b) of the VAT Act respectively.

6. DAYS OF GRACE

6.1 A period of 30 days grace is allowed for payment of each premium after the first premium payment. During this period, all benefits will remain in force.

6.2 Should any benefit become payable during the period of grace, the unpaid premium will be deducted from any amount payable.

7. COOLING OFF PERIOD

7.1 The Policyholder can decide, within 30 days of the commencement of this Policy, to cancel the Policy and receive a refund of the monthly premium with no further penalties.

8. BENEFIT PAYMENT

8.1 The Sum Insured of R50 000.00 or R100 000.00, based on product choice, shall be payable to the beneficiary.

8.2 The Beneficiary of the Policy is:

8.2.1 The Policyholder; or

8.2.2 The Beneficiaries or the Estate of the Policyholder, should the Policyholder not survive until the date on which payment will be made in terms of the Policy.

8.3 Benefits payable in terms of the Policy shall be paid by the Insurer in South African Rand.

8.4 Benefits are payable on a confirmed diagnosis by a registered medical service provider (refer to section 4.1.1).

9. TERMINATION OF THE POLICY

9.1 This Policy will terminate on the earlier of:

9.1.1 The cover termination date of the Policy (if any);

9.1.2 The death of the Policyholder;

9.1.3 Failure to pay premiums in accordance with the terms of this Policy;

9.1.4 The effective surrender date.

10. SURRENDER AND MATURITY

10.1 The Policyholder may surrender this Policy anytime during the term of the Policy provided that a 30 day written notice is given to and received by the Insurer. The Insurer can provide at least two (2) months written notice to the Insured of any alteration or termination.

10.2 This Policy has no paid-up option or cash surrender value.

10.3 This Policy has no maturity benefits payable on the cover termination date.

11. REINSTATEMENT AND INCREASE COVER

11.1 This Policy cannot be reinstated, under any circumstances, after Policy termination described in 9 and 10 above, nor can the level of cover be increased without full underwriting by the Insurer at the cost of the Policyholder. The costs of this underwriting shall be paid by the Policyholder at the time of applying for reinstatement or increase in cover.

12. EXCLUSIONS

12.1 No claim will be considered under this Policy for the first 12 months after date of Policy commencement, if the claim is related in the opinion of the Insurer, directly or indirectly to a pre-existing condition for which the Policyholder sought or should have sought medical advice and/or treatment during the 24 months before the commencement date of this Policy.

12.2 No payment shall be made for any claims directly caused by, resulting from, or in connection with the use of nuclear, biological or chemical weapons, or any radioactive contamination, attacks on or sabotage of facilities (including but not limited to nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots which lead to the release of radioactivity or nuclear, biological or chemical warfare agents, irrespective of whether any of the aforesaid has been performed with the specific use of information technology.

12.3 No payment shall be made for Cervical Intraepithelial Neoplasia defined by the World Health Organisation as CIN I, II III.

12.4 No payment shall be made if a claim is made more than once, **if** the 'claim event' (see section 4.2) is for or related to the same cancer (one of the cancers on the defined list for this product - see section 4.2).

13. PAYMENT OF BENEFITS

- 13.1 In order to claim against this Policy, a signed and completed claim form must be received by the Insurer within 90 days of the Claim Event giving rise to a claim, together with any additional information and medical evidence which the Insurer may require in order to assess the claim.
- 13.2 The Insurer must be satisfied that the claim is valid before accepting the claim.
- 13.3 The Policyholder will be required to provide suitable medical evidence, in support of the claim, from practitioners who are:
- 13.3.1 recognised by the Insurer; and
 - 13.3.2 resident and operating in the Republic of South Africa.

14. REJECTION OF LIABILITY AND TIME BAR

In the event of TRA (Total Risk Administrators) rejecting liability in respect of any claim made under this Policy, TRA shall be under no liability in respect of the subject matter of such claim, unless action has been properly instituted by means of summons against it for the enforcement of such claim within nine (9) months of the date of TRA's written communication conveying such a rejection to the claimant.

15. FRAUDULENT CLAIM

- 15.1 If any claim made under this Policy is in any respect fraudulent, the benefit will not be payable and the Policy shall be cancelled, with no return of past paid premiums.

16. CURRENCY AND LAW

- 16.1 All Rand amounts stated in this contract are in the currency of the Republic of South Africa.
- 16.2 Any question of law arising under this contract will be decided according to the laws of the Republic of South Africa.

17. DECLARATION OF GOOD HEALTH

- 17.1 The following declarations need to be made by the Policyholder at the time of applying for cover and which form the basis of this contract:
- 17.1.1 The Policyholder was in good health at the time of applying for cover and to the best of her knowledge there was nothing related to her health that could materially affect the application for cover under the Femme Cover Policy.
 - 17.1.2 Specifically, the Policyholder declared that she did not suffer and had never suffered from Cancer and to the best of her knowledge none of her immediate family (biological parents and siblings) currently suffer or have suffered from Cancer.

18. JURISDICTION

The Policy shall be subject to the laws of the Republic of South Africa whose courts shall have sole jurisdiction to the exclusion of the courts of any other country.

19. TREATING CUSTOMERS FAIRLY

This product has been created to meet the requirements of our clients. We will at all times deliver on customer service and customer expectations by enforcing the principles of Treating Customers Fairly (TCF). The TCF principles ensure we apply fairness to all client experiences relating to new business, policy terms, service and claims processes. The TCF framework has 6 outcomes which are:

- 19.1 You are confident that Your fair treatment is key to our culture.
- 19.2 Products and services are designed to meet Your needs.
- 19.3 We will communicate clearly, appropriately and on time during the lifespan of Your policy.
- 19.4 We provide advice that is suitable to Your needs and circumstances.
- 19.5 Our products and services meet Your standards and deliver to expectations.
- 19.6 There are no unreasonable barriers to access our services, or to lodge a claim or to lodge any complaints.

20. COMPLAINT RESOLUTION PROCESS

Complaint has to be in writing

In order for a complaint to receive the attention that it deserves, we request that your complaint is submitted to us in writing to complaints@totalrisksa.co.za. Alternatively, please ensure that where the complaint is delivered by hand or by any other means, that you retain proof of delivery.

Complaint has to be relevant

The financial services environment is complex. We will endeavour to address all reasonable requests from our clients, but may also refer you to a more appropriate facility. Where the complaint pertains to any aspect of our service, or any disclosures that ought to be made by us, we will endeavour to address those complaints in writing, within 5 working days.

In instances where the complaint pertains to something not within our control, such as product information or investment performance, we will forward the complaint to the product provider concerned.

Procedures

The following is a step-by-step guideline of how a complaint will be dealt with, once received by us:

1. The complaint will be lodged in our central complaints register on the same day that it is made and confirmation of receipt forwarded to you.
2. The complaint is immediately brought to the attention of the Key Individual of this provider for allocation to a trained and skilled person who specialises in that type of complaint.
3. The complaint will be investigated and we will revert to you with our findings within 5 working days.
4. In the event that you are not satisfied with our solution, you may refer the complaint to the Chief Executive Officer (CEO) of our business. The CEO may amend the solution or confirm it. Please be informed that certain decisions may have to be approved by the Board or Management Committee of the organisation. In such a case, we will communicate that fact to you, as well as the date on which a decision will be taken.
5. If, after having referred the complaint to the CEO, you are still not satisfied with the outcome, we will regard the complaint as being unsatisfactorily resolved. In such a case, you may approach the Office of the Ombud for Financial Services Providers or take such other steps as may be advised by your legal representatives. The referral to the Office of the Ombud must be done in accordance with the provisions of section 21 of the FAIS Act and the rules promulgated in terms of that section. In instances where we have not been able to arrive at a resolution within six weeks after you have lodged your complaint, the matter may automatically be referred to the Ombud.
6. You must, if you wish to refer a matter to the Ombud, do so within a period of six months. The Ombud will not adjudicate in matters exceeding a value of R800 000.00.
7. The Ombud may be contacted at his offices in Pretoria at the following address:

FAIS Ombud
PO BOX 74571
Lynwood Ridge
0040
Tel: 012 470 9080
Fax: 012 348 3447
www.faisombud.co.za

GLOSSARY

ADVICE

Recommending an appropriate choice of action

BIOLOGICAL WARFARE / BIOLOGICAL WEAPON

Biological warfare is also known as germ warfare. It is the use of any organism (bacteria, virus or other disease-causing organism) or toxin found in nature, as a weapon of war. It is meant to incapacitate or kill an adversary. Biological weapons are the weapons used in biological warfare.

BLADDER CANCER

Malignant growths of the urinary bladder.

BREAST CANCER

Malignant growth in one or both breasts.

CANCER

A disease manifested by the presence of a malignant tumour and characterised by the uncontrolled growth and spread of malignant cells with the invasion and destruction of normal surrounding tissue.

CANCER OF THE FALLOPIAN TUBES

Malignant growths of either of a pair of slender ducts through which ova pass from the ovaries to the uterus in the female reproductive system.

CERVICAL INTRAEPITHELIAL NEOPLASIA

(CIN I; CIN II; CIN III)

The abnormal growth of precancerous cells in the cervix. It is classified as mild (CIN I), moderate (CIN II) and severe (CIN III). This severity can be evaluated by special investigations involving taking a small sample for microscopic study. CIN is not cancer and is usually curable.

CERVICAL CANCER (CANCER OF THE CERVIX)

Malignant growths of the entrance to the womb (uterus). The cervix is the lower, narrow part of the uterus (womb).

CHEMICAL WARFARE / CHEMICAL WEAPONS

Chemical warfare (and associated military operations) is one using the toxic properties of chemical substances to kill, injure or incapacitate an enemy. Chemical weapons are the weapons used in chemical warfare.

DECLARATION

A firm statement made as an act of good faith in an insurance contract.

DIAGNOSIS

Refers to the diagnosis of cancer which is the discovery and identification of malignant cells (cells which are abnormal and have uncontrollable growth) within the body.

EXCLUSION

Situation under which the sum assured will not be paid out to the Insured even if the claim event has occurred.

FAMILY HISTORY

In this context, the above refers to the health conditions of one's close relatives such as one's siblings, parents, grandparents, uncles, aunts and cousins.

GENITO-URINARY SYSTEM

The group of organs that are involved in reproduction and production and elimination of urine. These include: Breasts, adrenal, kidneys, ureter, bladder, genital tract, genital organs.

HISTOLOGY

The study of organic tissues.

INFORMATION TECHNOLOGY

The development, installation and implementation of computer systems and applications.

NARCOTICS

An addictive drug, such as opium, that reduces pain, alters mood and behaviour, and usually induces sleep or stupor. Natural and synthetic narcotics are used in medicine to control pain.

NUCLEAR POWER PLANT

A thermal power station in which the heat source is one or more nuclear reactors generating nuclear power. Nuclear power plants are base load stations, which work best when the power output is constant (although boiling water reactors can come down to half power at night).

NUCLEAR WARFARE / NUCLEAR WEAPON

A nuclear weapon is one that derives its destructive force from the nuclear reactions of nuclear fission and/or fusion. A nuclear warfare is one that involves the use of nuclear weapons.

OVARIAN CANCER

Malignant growth within the ovary/ovaries.

PAID-UP POLICY OPTION

An option that allows the Policyholder to stop paying premiums and still retain cover, only with reduced benefits. **This option is not applicable to this Policy.**

POISON

A substance that causes injury, illness, or death, especially by chemical means.

POLICY ANNIVERSARY

The annually recurring date of the Policy inception.

PREMIUM INCREASE

Premiums will increase in January of each year irrespective of when they were accepted.

PROSPECTIVE POLICYHOLDERS

A person who potentially can buy the product and become a Policyholder.

RADIOACTIVE CONTAMINATION

It is typically the result of a loss of control of radioactive materials during the production or use of radioisotopes. For example, if a radioisotope used in medical imaging is accidentally spilled, the material could be spread by people as they walk around. Radioactive contamination may also be an inevitable result of certain processes, such as the release of radioactive xenon in nuclear fuel reprocessing. In cases that radioactive material cannot be contained, it may be diluted to safe concentrations. Nuclear fallout is the distribution of radioactive contamination by a nuclear explosion. Containment is what differentiates radioactive material from radioactive contamination. Therefore, radioactive material in sealed and designated containers is not properly referred to as contamination, although the units of measurement might be the same.

RADIOACTIVITY

The emission of ionising radiation or particles caused by the spontaneous disintegration of atomic nuclei.

REINSTATE / REINSTATEMENT

Restoration of a formal Contract/Policy after it has previously been terminated.

REPOSITORY SITE

A storage facility for spent nuclear fuel and other radioactive waste. Spent nuclear fuel is the radioactive by-product of electric power generation at commercial nuclear power plants, and high-level radioactive waste is the by-product from production at defense facilities.

REPROCESSING PLANTS

Plants that undergo special or additional processing of nuclear fuels before reusing. Reprocessing is a process that separates any usable elements (e.g., uranium and plutonium) from fission products and other materials in used nuclear reactor fuels. Usually the goal is to place these elements in new mixed oxide fuel (MOX), but some reprocessing is done to obtain plutonium for weapons. A reprocessing plant is a facility where nuclear reprocessing takes place.

RESEARCH REACTORS

It comprises a wide range of civil and commercial nuclear reactors which are generally not used for power generation. The primary purpose of research reactors is to provide a neutron source for non-destructive testing, analysis and testing of materials, production of radioisotopes, research and public outreach and education. They are small relative to commercial power reactors whose primary function is to produce heat to make electricity (typically 10 kW - 10 MW, ~1/1000 the size of commercial reactors). Research reactors are simpler than power reactors and operate at lower temperatures. They need far less fuel, and far less fission products build up as the fuel is used. On the other hand, their fuel requires more highly enriched uranium, typically up to 20% U235, although some older ones use 93% U-235. They also have a very high power density in the core, which requires special design features. Like power reactors, the core needs cooling (typically natural or forced convection with water), and a moderator is required to slow down the neutrons and enhance fission. As neutron production is their main function, most research reactors benefit from reflectors to reduce neutron loss from the core.

SURRENDER

In this context, the above refers to the voluntary cancellation of the Policy by the Policyholder.

SURRENDER VALUE

This shall mean any cash benefit payable upon surrender of the Policy. **This is not applicable in the case of this Policy.**

TREATMENT

Medical or surgical care given to a patient.

UTERINE CANCER

Malignant growths of the uterus.

WARFARE AGENT (NUCLEAR, BIOLOGICAL OR CHEMICAL)

A substance which is intended for use in military operations to kill, seriously injure or incapacitate people because of its physiological effects. Excluded from this definition are riot control agents, herbicides, smoke and flame.