

Description of Cover

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

1 Owner

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

Liberty/Liberty Group

Liberty Group Limited is the insurer of the Vehicle and Asset Finance Protection Plan.

2 Insured Person

You, the insured person, must be a person with a loan agreement with Standard Bank Vehicle and Asset Finance, who is between 18 and 64 years old when the policy starts.

3 Benefit Plans

You get different benefits from this policy depending on the type of plan you chose.

Monthly reducing balance premium: (Plan A; B; F; C)

Premiums are calculated monthly and based on the monthly outstanding loan amount. The premiums will reduce monthly with the decrease in outstanding loan amount. The benefit amount at claim stage will be the outstanding balance as at the end of the month when the event happened.

Level Premium: (Plan G; H; K; L)

Premiums are calculated on the original loan amount and premiums will stay the same (level) for the duration of the finance term. The benefit amount at claim stage will be the outstanding balance as at the end of the month when the event happened.

3.1 Plan A and G

Death, temporary disability, total and permanent disability and retrenchment.

3.2 Plan B and H

Death, temporary disability, total and permanent disability, dread disease and retrenchment.

3.3 Plan F and K

Death only cover. Cover ends when you turn 75.

3.4 Plan C and L

All plans change to Death only benefit when you turn 65 years and cover ends when you turn 75.

Plans A, B and F will change to Plan C when you turn 65 years old. The premiums will be adjusted and the death benefit of **Plan C** will continue until you reach age 75. Cover will then end.

Plans G, H and K will change to Plan L when you turn 65 years old. The premiums will be adjusted and the death benefit of **Plan L** will continue until you reach age 75. Cover will then end.

Switching between Level Premium (G; H; K) and Monthly Reducing Balance Plan (A; B; F)

If you chose to take the Level Premium plan (G; H or K) and you would like to switch to a Monthly Reducing Balance plan (A; B; F), or if you chose to take the Monthly Reducing Balance plan (A; B; F) and you would like to switch to a Level Premium plan (G; H or K), you will have to start a new contract and your pre-existing condition exclusion (4.2) will start again as from the start of the new plan.

4 Benefits

4.1 Payment of benefits

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

- a Your claim is valid;
- b You have paid all your premiums;
- c All the terms of cover have been met;
- d You correctly fill in your age and other important information on the application form; **and**
- e Standard Bank **is entitled to** the benefit.

4.2 Important: Exclusions for Pre-existing conditions

Liberty Group will not pay any claim in the first twelve (12) months after the start (or reinstatement) of cover whether directly or indirectly related or associated with any pre-existing condition you had prior to cover starting. This includes conditions whether medically treated or not, where pre-existing symptoms or signs were present, but a diagnosis might not have been made:

- a e.g. including but not exclusively the following medical conditions:
 - Heart disease, angina or heart attack, high blood pressure or high cholesterol;
 - Cancer or tumour;
 - Stroke;
 - Visual problems
 - Neurological symptoms or diagnoses e.g. multiple sclerosis, Parkinson's disease or tremor, epilepsy or fit
 - Dementia

- Kidney disease;
- Psychiatric disorders as defined in DSM,;
- Pneumonia, asthma, TB (tuberculosis) or lung disease;
- Paralysis of any form, any disability or functional impairment of any kind; and
- Diabetes or abnormal blood sugar.

b The use of any form of chronic (long-term) medication or conditions where medication has been taken for more than 14 days;

c Conditions requiring any special test (like a scan or X- ray) which may or may not have required medical treatment;

d Any treatment during the past twelve (12) months for any form of back-illness, hip, knee or shoulder problem.

The exclusion applies only in the first twelve (12) months of cover, thereafter the Insured Person will have full cover.

The accident or illness that has directly resulted in the claim must have occurred during the period of cover, after the credit agreement starts and before the benefit expires.

No claim will be allowed for any condition where a previous claim for the same (or related) condition was already paid under the same or any other Liberty credit life insurance policy for the same underlying credit agreement. The claim event must also have occurred after the credit agreement was commenced.

Increases to credit agreement amount

If the loan amount for the credit agreement that this credit insurance applies to is increased, then all waiting periods and exclusions mentioned will apply in full to the increased portion from the date of the increase.

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

4.3 Limit of cover

The **highest** cover for each insured person is **R1 000 000**.

4.4 Surrender benefit

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

5 Death Cover

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

The death benefit end on age 75.

5.1 Benefit

The death benefit, (on the event date) is the amount you owe on the Vehicle and Asset Finance loan when you die (excluding late payments), together with any interest for up to 90 days. The **most** Liberty Group will pay is **R1 000 000** for each insured person.

5.2 Suicide Exclusion

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

6 Temporary Disability Cover

If you suffer temporary disability as defined below, Liberty Group will pay the temporary disability benefit.

6.1 Benefit

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

- illness or disease; or
- an accident (a sudden external, violent, unexpected event which results in injury), which stops you from doing any job or business, directly or on its own.

You are regarded as temporary disabled if you have to stay at home continually or in hospital on medical advice.

The temporary disability benefit is equal to the monthly installment (payment) you must pay immediately before the insured event happens.

Where you pay other than every month, the benefit is the equivalent monthly payment.

If Liberty Group has already paid the full benefits for 12 months under a previous claim, **it will not pay** any further amounts if you become temporarily disabled later.

The policy continues and claims for other benefits can be made.

6.2 When the benefit is paid

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

- the benefit **will not be paid** during the **first 30 days** of temporary disability;
- the benefit **will not be paid** for **more than 12 months**;
- if you have only lost part of your income the benefit is less (based on how much you have lost);
- you **must prove** that you are still temporarily disabled;
- the accident, illness or disease that caused temporary disability must happen during the term of cover and before this benefit expires;
- The benefit will not be paid if a death claim, or total and permanent disability or dread disease claim was paid for any insured person.

Liberty Group regards the temporary disability as ended when its medical adviser says the illness or bodily injury is healed or cured as far as reasonably possible, even if there is still some permanent disability.

7 Total and Permanent Disability Cover

If you become totally and permanently disabled as described below, Liberty Group pays the total permanent disability benefit.

Total and permanent disability is when any accident, or illness or operation:

- completely and continuously prevents you from doing any job or activity in return for money; or
- causes you to lose, or permanently lose the use of both hands, both feet, or one hand and one foot, or to lose sight in both eyes.

7.1 Benefit

The total and permanent disability benefit is the amount you owe on the loan on the event date. (excluding late payments), together with any interest for up to 90 days. The most Liberty Group will pay for the insured person is **R1 000 000**.

The benefit ends when you turn 65. The benefit plan then converts to a death only plan and the premium is adjusted accordingly.

7.2 When the benefit is paid

Liberty Group will pay Standard Bank the total and permanent disability benefit and is then **no longer liable** under this policy if the claim is valid **and**:

- Liberty Group is convinced the disability is permanent;
- you gave Liberty Group proof of total and permanent disability;
- the accident or illness that caused total and permanent disability happened during the period of cover and before the benefit expires; and
- no claim for death or dread disease for the insured person has been approved.

8 Dread Disease (Critical Illness) Cover

The dread disease benefit will pay the outstanding amount on the loan as at date of diagnosis (excluding late payments) and all cover will end, **if**:

- you are diagnosed as suffering from a dread disease as defined below;
- you suffer impairment because of the dread disease as defined below during the period of cover; and
- all other claim requirements are met.

8.1 Benefit

The dread disease benefit at the date of claim is the amount outstanding on the Vehicle and Asset Finance loan, excluding arrears, together with any interest for up to 90 days. The **highest** dread disease benefit is **R1 000 000** for the insured person.

8.2 When the benefit is paid

Liberty Group pays Standard Bank the dread disease benefit in full and final settlement of their liability under this policy, **if** the claim is valid **and**:

- Liberty Group is convinced by the proof of impairment;
- The impairment happened during the period of cover and before this benefit expires;
- No death or total and permanent disability claim has been approved for the insured person.

8.3 Impairments (Serious medical conditions) covered and definitions

8.3.1 Heart attack (Myocardial Infarction) is defined as the death of heart muscle, due to inadequate blood supply, as evidenced by all three of the following criteria:

- Compatible clinical symptoms; and
- New pathological ECG changes typically indicating myocardial infarction i.e. Q-wave changes which must be present in any two contiguous leads, and be greater than or equal to 1mm in depth, or permanent ST/T wave changes typical of myocardial infarction; and
- cardiac biomarkers defined as any one of the Troponin markers with the degree of severity for this benefit category defined as serial changes reaching a maximum value greater than a 10-fold increase of the upper reference range according to the WHO heart attack guidelines. Other causes of raised Troponin must be excluded.

The evidence must show a definite new acute myocardial infarction.

Other acute coronary syndromes, including but not limited to angina and NSTEMI, are not covered by this definition.

This policy does not cover sub-endocardial or non-Q Wave infarctions.

Assessment criteria in addition to the above, measured at least 6 weeks after the event: NYHA class 3 or 4; or METS < 5 and EF < 40%

8.3.2 Heart Disease that needs surgery:

This surgery benefit category includes open heart surgery via thoracotomy for the following:

having been performed to correct the narrowing of, or blockage of two or more coronary arteries by means of a by-pass graft. This policy does not cover any other treatment for coronary artery disease e.g. angioplasty, laser relief and stents.

- Valvular surgery, or
- septal defects, or
- the implantation of an artificial heart, or
- pericardiectomy.

8.3.3 Stroke is when brain tissue dies because of the inadequate blood supply or haemorrhage within the brain, as shown on CT scan or Magnetic Resonance Imaging (MRI). This policy does not cover stroke where special investigations are abnormal, without appropriate physical clinical signs. It must result in neurological deficit lasting longer than 24 hours with permanent appropriate signs of the stroke as defined in the assessment, and diagnostic investigations must show the recent infarction or bleed.

Specific exclusions:

- Transient ischaemic attack
- Migraine and vestibular disorders
- Vascular diseases affecting the eye or optic nerve

8.3.4 Cancer is defined as the presence of a malignant tumour rated according to the appropriate staging criteria characterised by the uncontrolled growth and spread of malignant cells with the invasion of normal tissue. Unequivocal histological evidence and, where appropriate, clinical evidence of the stage of invasive malignancy must be provided.

Unless otherwise stated, Liberty will only pay for stage IV cancers according to the TNM or AJCC classification system.

For brain tumours, only Grade III and IV as per WHO guidelines are covered. Hodgkin's or Non-Hodgkin's lymphoma (stage III or IV on Ann Arbor classification system).

- Acute myeloblastic leukaemia
- Chronic lymphocytic leukaemia (Stage III or IV on the Rai classification system)
- Chronic myeloid leukaemia (having undergone bone marrow transplant)
- Acute lymphoblastic leukaemia
- Multiple myeloma (stage III on the Durie-Salmon Scale).

8.3.5 Kidney failure: Chronic, irreversible, bilateral kidney failure due to end-stage kidney disease undergoing permanent, regular haemodialysis treatment. Any renal disorder caused by anti-inflammatory abuse is not covered.

8.3.6 Paraplegia/Paralysis the complete and irreversible paralysis in 2 or more limbs caused by nerve damage below the level of a documented spinal cord injury or lesion. The diagnosis is to be confirmed by a neurologist with appropriate neurological and radiological evidence.

8.3.7 Major Burns is defined as full thickness burns over at least 20% of the body.

8.3.8 Coma is being continuously unconscious, with a Glasgow Coma Scale of 10 or less, without any reaction to external stimuli or internal needs for at least 96 hours on external life support system. This state excludes medically induced coma.

8.3.9 Blindness Complete and irreversible loss of vision in both eyes with no reaction to light stimuli. The diagnosis must be confirmed by an ophthalmologist with medical reports and objective evidence to prove the blindness.

Specific exclusions:

- Congenital blindness
- Loss of sight due to neurological disorders
- Partial visual loss

8.3.10 Major Organ Transplant is receiving one (or more) of these organs from a human donor in an organ transplant operation: kidney, heart, lung, heart-lung, liver, pancreas, or bone marrow. This policy does not cover transplants of any other organs, parts of organs, or any other tissue.

8.3.11 Loss of Speech is permanently losing all ability to speak because of physical damage or disease, and this lasts for at least 12 months. Liberty Group must be told about the loss of speech within three months of the damage.

8.3.12 Multiple Sclerosis is defined as a chronic progressive nervous

disorder involving loss of myelin sheath around certain nerve fibres. The diagnosis of multiple sclerosis must have been confirmed by a neurologist using objective radiological evidence such as MRI. Two separate clinical events must have occurred resulting in permanent neurological sequelae. These sequelae must have involved a minimum of two major neurological areas - i.e. the optic nerves, motor, sensory or cerebellar.

8.3.13 Alzheimer's disease and progressive dementia, as diagnosed by a neurologist with supporting radiological evidence, resulting in permanent, ongoing deterioration of intellectual function and cognitive skills, with no possibility of recovery.

On diagnosis of Alzheimer's disease or progressive dementia in accordance with the latest version of the DSM criteria.

8.4 Ending Dread Disease Cover

If you chose Plan B or H when cover started, the dread disease benefit ends when you turn 65. The benefit plan then converts to Plan C or L and the premium is adjusted accordingly.

9 Important Conditions and Exclusions applicable for Death, Total and Permanent Disability and Dread Disease (critical illness) cover.

You must provide any reasonable medical evidence of death, total and permanent disability or dread disease (critical illness), and have any medical examination done at your own cost that Liberty Group needs.

In addition to the pre-existing condition exclusion, this policy also **does not cover** any claim because you:

- commit a crime;
- take part in any riot, uprising, civil disorder, revolution, martial law, war or act to overthrow or influence any government or ruling body by force, terrorism or violence;
- are exposed to any atomic energy, nuclear fission or reaction, biological or chemical hazards or weapons;
- refuse to seek or follow medical advice;
- drug and/or alcohol abuse;
- try to kill or injure yourself on purpose; or
- take part in any dangerous sport or activity more than once a year.

The current list of hazardous activities is:

- Rock climbing/Mountaineering;
- Underwater diving which includes Scuba diving; Snorkeling; Cave diving; Pot-holing; Sink-hole dives and Wreck diving;
- Aviation, which includes: Private aviation fixed wing and helicopter; Micro-light; Ballooning; Sailplane; Parasailing; Gyro-copting; Gliding and hang-gliding; Paragliding; Aerobatics; Crop-dusting; Game spotting etc.
- Parachuting, sky-diving and sky surfing;
- Speed contests, which include: Motor sport/racing; Powerboat racing and Motorcycle racing etc.
- Fighting (except in bona fide self-defence).

If you die, or are injured or disabled because you committed a crime or did something illegal, you will lose all benefits. Liberty Group may cancel all cover and you will lose all premiums paid.

10 Retrenchment Cover

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

- contract, seasonal, part-time, temporary or casual workers; or
- self employed people or workers that mostly earn commission;
- Employment by any business in which the Insured Person is a partner, member or director or owns a share exceeding 10%.

10.1 Definition

Loss of Employment

Loss of employment is when you lose your job and remain unemployed because of redundancy or retrenchment and you do not earn money from any job or occupation.

Redundancy or retrenchment

Retrenchment is if you are formally employed and your employer ends your job for a fair reason based on the needs of the business and unrelated to your conduct, performance, health or injury, in terms of Section 189 of the Labour Relations Act. It does not cover resignation, voluntary retrenchment or retirement.

For a claim to be valid, you must remain unemployed because of redundancy or retrenchment and you do not earn any money from any job or occupation.

10.2 Benefit

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

10.3 When the benefit is paid

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

- The retrenchment benefit for the first twelve months after the policy starts is not covered (waiting period).
- The retrenchment benefit will not be paid for more than six months.
- No death, total and permanent disability or dread disease claim may have been approved for the insured person.
- The loss of employment must happen while cover is in place and before you turn 65.
- You must remain unemployed if you were retrenched and be unable to earn any income.

10.4 Important: Specific limits/restrictions to liability for Retrenchment

Liberty Group **does not cover** any claim if:

- you resign, agree to be retrenched or retire from your employment;
- your fixed-term contract expires;
- you finish the job you were specifically employed to do;
- you work at a branch or office outside South Africa;
- you knew or should have known when the cover started that you would become unemployed or be retrenched;
- you had not been working continuously for at least 12 months before losing your job.

You lose your job because:

- you take part in an unprotected strike;
- of misconduct, fraud or dishonesty;
- you are sick or become disabled or have a medical condition;
- you take part in a crime;
- nationalisation or other government action results in you losing your job; However, you will be covered for Retrenchment if you are formally employed by Government and your employer ends your job for a fair reason based on the needs of the business and unrelated to your conduct, performance, health or injury, in terms of Section 189 of the Labour Relations Act.; and
- you take part in any criminal activity that results in either death, disability or retrenchment.

Liberty Group **does not pay** any further amount under this benefit if you lose your employment again after the full benefit was paid to you for a period of six months.

This benefit ends when you turn 65. The benefit plan then converts to Plan C or L (death only) and the premium will be adjusted accordingly.

11 Information on unpaid or Unclaimed benefits

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

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

12 Start of Cover

The policy covers you from when the first premium is received, **as long as** all other terms of the policy are followed.

Liberty Group will cover your debt to Standard Bank if you die because of an accident, (as defined below) before paying the first premium, **as long as** you had completed all appropriate proposals (applications) for life insurance and Liberty Group had already decided to accept these proposals and the insurable risk.

**Accident

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

13 Termination of Cover

13.1 End of benefits for Total and Permanent Disability, Temporary Disability, Dread Disease and Retrenchment

The benefits end when you turn 65. The benefit plan will then convert to Plan C or L (Death only) and the premium is adjusted in the same way.

13.2 Other benefits

This cover ends **as soon as** any of these happens:

- your Vehicle and Asset Finance loan is paid off;
- your Vehicle and Asset Finance loan is cancelled;
- the 31 days of grace are over and you have still not paid any outstanding premium;
- a benefit for death or permanent disability or dread disease is paid;
- the policy is cancelled because of legal action to recover the debt;
- you turn 75; or after,
- Liberty Group cancels the policy.

- 14 Premiums**
- 14.1 Premiums you must pay**
- The premiums are the monthly amounts you pay for insurance benefits cover.
 - If the Premium Debit Date falls on a weekend or public holiday, the nominated bank account will be debited on the first working day before or after the weekend or public holiday.
- For Monthly Reducing Balance (Applicable to Plan A; B; F; and C)**
- Premiums are calculated monthly and based on the monthly outstanding loan amount.
 - The premiums will reduce monthly with the decrease in outstanding loan amount.
- For Level Premium (Applicable to Plan G; H; K; and L)**
- Premiums are calculated on the original loan amount and premiums will stay the same (level) for the duration of the finance term.
 - The benefit amount at claim stage will be the outstanding balance as at the end of the month when the event happened.
 - If the Premium Debit Date falls on a weekend or public holiday, the nominated bank account will be debited on the first working day before or after the weekend or public holiday.
- Premiums will be charged to the Vehicle and Asset Finance loan account and may attract interest. Premiums must be paid monthly, within one month of when they are due.
- Debt Review**
- If the account from which the premiums are debited from goes into debt review and we don't receive premiums the policy will cancel.
- Legal Statuses**
- If your account goes into a legal status resulting in us being unable to collect the premiums due, the policy will cancel.
- 14.2 Change of premium rates**
- Liberty Group does not guarantee premium rates and reviews them at least once each year. When reviewing the premium rates, Liberty Group will investigate the extent to which the pricing assumptions used to calculate the premiums varied from the actual experience and Liberty Group's expectation of future experience. These assumptions include but expectations are not limited to the expected:
- Claims incidences
 - Renewal costs of providing the policy
 - Lapse rates
 - Interest rates; and
 - The average age and demographics of the lives assured on the product as a whole.
- Furthermore, Liberty Group reserves the right to appropriately adjust the benefits payable and the premium of this policy if:
- Any legislation or regulation (including tax legislation or regulation) affecting this policy or Liberty Group is introduced;
 - The Legal interpretation or understanding of any legislation or regulation (including tax legislation or regulation) affecting this policy or Liberty Group has changed; or
 - Any other circumstance that is beyond Liberty's reasonable control affects this policy or Liberty. Circumstances beyond Liberty's control is defined under the Force Majeure clause in this policy; or
 - Such adjustment is necessary to ensure that actual benefits paid each year are similar to the expected benefits payable (which are adjusted by Liberty's expectation of current and future experience, including the economic climate, claim incidences as well as the age and demographics of the lives assured
- Liberty Group and Standard Bank will let you know about any change at least 31 days before it happens.
- 15 Days of Grace**
- If you do not pay a premium on time, Liberty Group allows you 31 extra days to pay it.
- If no premium is received for two months, then it will be taken that you don't want the cover anymore and the policy will be cancelled by giving you one months' notice of cancellation.
- 16 Commission and Fees**
- Commission is charged for each premium
 - Premiums are worked out based on a total commission charge of 7.5% (excl. 15% VAT), according to the Regulations under Section 49 of the Long-Term Insurance Act.
 - SBIB receives binder fees of between 4% and 7.5% of premium (excl. 15% VAT), depending on the binder services rendered.
 - Where the policy was sold through an external call centre, the call centre receives a binder fee for entering into the policy.
- 17 General Terms (including conditions and exceptions)**
- 17.1 Changes to terms of the policy**
- No changes to this policy are valid unless made in writing and duly authorised by an official of Standard Bank and Liberty Group.
 - Standard Bank and Liberty Group may change or cancel any terms of this policy. They will write to your last known address about the change at least 31 days before.
- 17.2 Important: Leaving out material information (Non-disclosure)**
- If you **do not disclose** any material information that is relevant for example information about your health or medical history; or
 - If you disclose any information that appears to be **wrong** for example, your date of birth;
- Liberty Group may regard any claim as **invalid**. It may also **cancel the policy** and you will **lose all premiums** you paid.
- 17.3 Important: Fraud**
- If you are dishonest when you claim, you **give up** all benefits under this policy. Liberty Group may **cancel** this cover and **you will lose** all the premiums you have paid.
- 17.4 Territorial Limits**
- This policy only covers South African citizens living in South Africa. The policy only covers people who live in South Africa permanently or people who work in South Africa and have a legal working permit of at least six months.
- 17.5 Jurisdiction**
- South African law governs this policy. The South African courts may decide any dispute about this policy.
- 17.6 Currency**
- Premiums and benefits are shown and are paid in South African Rands.
- 17.7 Events beyond Liberty's control (Force Majeure)**
- Should Liberty Group be prevented from carrying out any of its obligations in terms of this policy because of Force Majeure, Liberty will notify the Policyholder/Insured Person of the circumstances and nature of the Force Majeure as well as the estimated duration and extent to which Liberty's performance is made impossible.
- Under such circumstances, Liberty's obligations under the Policy will be suspended until the circumstances causing the Force Majeure ends and Liberty will not be liable to the Policyholder/ Insured Person for any damages whatsoever caused to the Policyholder/ Insured Person due to Liberty's inability to perform its obligations in terms of the Policy.
- Force Majeure includes, acts of God, acts of the State or Government, exceptionally adverse natural disasters, riot, insurrection, sanctions, sabotage, terrorism, political or civil disturbance, war, boycotts, embargo, strikes, lock-out, shortages of labour or materials, material delays in public transport or any similar circumstances beyond the reasonable control of Liberty.
- 18 Consent to accessing, processing and disclosure of information**
- We know that you care about your personal information and how it is used, and we want to ensure you that you can trust Liberty and Standard Bank to use your personal information carefully.
- We are required by various laws to collect and process some of your personal information to provide products or services to you and to confirm, update and enhance our records from time to time in order to provide you with these goods or services. Acceptance of these terms is voluntary but is a requirement for the provision of products or services to you. If you do not accept these terms, we cannot activate and service your policy.
- The Policyholder acknowledges and agrees that:**
- The information provided to us is true and correct, complete and up to date.
 - If any information you give us is wrong, incomplete or outdated, we may cancel your policy or decline a future claim.
 - Where you have provided us with the Personal Information of a third party, you guarantee that such third party has given you consent to provide us with their Personal Information.
 - You will provide all documentation and information required in terms of our business rules.
 - You acknowledge and accept that Policyholder information may be provided to SARS. Further, that SARS may also exchange the information with the tax authorities of another country or countries in which the Policyholder may be a tax resident.
- The Policyholder authorises Liberty and Standard Bank, their representatives and contracted third parties (which may also be located outside of the Republic of South Africa), service providers as well as any applicable reinsurer, to process and further process the Policyholder's Personal Information:
- We may be required to collect Personal Information from the Policyholder or other sources in order to service the policy, assess risks, consider claims for benefits, conduct research, apply for a tax directive and issue tax certificates.
- We may process and share this information internally and externally only as required in order to: continually assess risks; service your product; consider claims; provide services and products to you; meet our responsibilities to you; follow your instructions; inform you of new services and products; make sure our business suits your needs; monitor and analyse your conduct for quality control, fraud, compliance and other risk-related purposes; for security, administrative and legal purposes; carry out statistical, research and other analyses to identify

potential market trends and develop new products and services.

We may conduct any necessary medical and blood testing or examination, if relevant to the policy.

We have a duty to take all reasonable steps to ensure your personal information (i.e. contact details) is complete, accurate, not misleading and updated on a regular basis. To do this, we will always try to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third-party data sources.

To further process information through the Financial Services Exchange (Pty) Ltd, trading as Astute, and through such registers and databases maintained by or on behalf of the Association for Savings and Investment SA, as well as other insurers to meet our regulatory obligations, detect and combat fraud, for servicing and internal processing purposes.

For external sources, you agreed that this authorisation is considered a legally binding personal instruction to the parties concerned to provide any relevant information requested directly to us.

We undertake to:

- Only process Personal Information as permitted by law.
- Keep the Policyholder's Personal Information confidential, secure and only for as long as required or prescribed.
- Provide you with access to update or rectify any of your information.
- Notify the Policyholder if his/her Personal Information has been compromised.

Please note:

- This authorisation and undertaking extend beyond the Policyholder's death.
- It applies only for the purposes above and therefore may partially limit the Policyholder's right to privacy.
- The Policyholder is entitled at any time to request access to, update or rectify his/her Personal Information that we process.
- The Policyholder has the right to be notified when his/her Personal Information has been compromised.
- If the Policyholder provided us with an email address, we will correspond with the Policyholder via email.
- You may contact us to update, correct or delete your personal information, unless the law requires us to keep it.
- If you believe that we have used your personal information contrary to the above, you may lodge a complaint with us internally by contacting us on **0860 123 999**. In terms of PoPIA, you have the right to lodge a complaint with the Information Regulator.

Definitions as referred to in the Protection of Personal Information Act

"**Personal Information**" includes but is not limited to information relating to: race, gender, marital status, nationality, age, physical or mental health, disability, language, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history and as more specifically defined the above Protection of Personal Information Act; and

"**Process**" means any operation or activity, whether automated or not, concerning personal information, including collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking, as well as blocking, degradation, erasure or destruction of information.

"**Processing**" will have a similar meaning.

"**Various laws**" pertain to but is not limited to the following legislation: Protection of Personal Information Act of 2013 ("PoPIA"), Financial Intelligence Centre Act ("FICA"), Financial Advisory and Intermediary Services Act ("FAIS") and Tax Administration Act ("TAA").

19 Cooling-off period

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

Summary is considered to have been received 10 days after the date that Policy Summary was issued by Standard Bank and Liberty Group. After receiving any cancellation or change request, and subject to any law, Standard Bank and Liberty Group may take any of the actions below:

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

20 Cancellation

If you wish to cancel your policy, you need to provide us with 31 days' notice of your request to cancel the policy. If we wish to cancel your insurance policy, we will provide you with 31 days' notice at your last known postal or email address.

You may not make any changes to the policy after you have requested cancellation.

We will not refund any unused proportion of premiums if the policy is cancelled.

21 Claims and Queries

To claim a benefit on your policy please contact your Standard Bank adviser for the necessary documents or telephone the claims line on Call centre **0860 123 999**

Email: creditlifereg@standardbank.co.za.

You must report your claim within **three years** of the insured event after which your claim will no longer be valid.

22 Queries or Complaints

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

- **The Credit Life Help Line on: 0860 123 999**
Email: Complaint.resolutioncentre@standardbank.co.za; or
Email: relations@liberty.co.za
Fax number: **011 408 4488**; or
IF you are still not satisfied you may contact:
• **Financial Sector Conduct Authority**
PO Box 35655, Menlo Park, 0102.
Phone number: **012 428 8000 / 0800 203 722**
Fax number: **012 346 6941**
Website: www.fsca.co.za
- **FAIS Ombudsman**
PO Box 74571, Lynwood Ridge, 0040.
Kasteelpark Office Park
Orange Building, 2nd Floor,
546 Jochemus Street,
Erasmusklouf, Pretoria.
Phone number: **012 762 5000 / 0860 663 247**
Email: info@faisombud.co.za
Website: www.faisombud.co.za
- **Ombudsman for Long-term Insurance**
Private Bag X45, Claremont,
Cape Town, 7735.
Sunclare Building, 3rd floor,
21 Dreyer Street, Claremont
Cape Town, 7700.
Phone number: **021 657 5000 / 0860 103 236**
Fax number: **021 674 0951**
E-mail: info@ombud.co.za
Website: www.ombud.co.za
- **Underwriter/Insurer: Liberty**
The insurer for the Vehicle and Asset Finance Protection Plan is Liberty Group Limited, company registration number 1957/002788/06.
Street address: Liberty Centre
1 Ameshoff Street, Braamfontein, 2001
Postal address: PO Box 10499, Johannesburg, 2000
Phone number: **011 558 4871**
Share call number: **0860 456 789**
Fax number: **0866 880 717**
Care line: **0860 102 013**
Email: info@liberty.co.za/relations@liberty.co.za