

## Card Life Plan Insurance

The Card Life Plan is designed to provide protection for the **Virgin Money** Credit Card supported by Absa Bank Ltd. This information is provided in accordance with the Financial Advisory and Intermediary Services Act. The information is designed to assist policyholders in making informed decisions when purchasing long-term insurance products.

This policy has specially been designed to provide death and permanent disability benefits subject to the receipt of the premium and compliance with the terms and conditions of this policy.

### 1 SUM INSURED

The sum insured is defined as the outstanding balance amount due up to R50 000 and payable in terms of the Credit Card account entered into between the Insured and the credit provider, on the date of the happening of an insured event including debits in transit giving rise to a claim during the term of this policy.

### 2 MAXIMUM ENTRY AGES

The Insured will be eligible to apply for cover from the date of their 18<sup>th</sup> birthday. The Insured will not be eligible to apply for cover from the date of their 69<sup>th</sup> birthday. The benefit will automatically terminate on the date of the Insured's 70<sup>th</sup> birthday.

### 3 BENEFITS

**All of the following benefits are subject to a 3 month waiting period from the commencement date of cover – if the death or disability is a result of an accident, the waiting period will not apply.**

#### 3.1 Death benefit

This benefit provides cover in the event of the death of the Insured occurring during the term of insurance. The Insurer shall pay the credit provider the sum Insured in one lump sum payment.

#### 3.2 Total and permanent disability benefit

This benefit provides cover in the event of the total and permanent disablement of the Insured occurring during the term of insurance. The Insurer shall pay the credit provider an amount equal to the death benefit prior to the date of the Insured's 65<sup>th</sup> birthday. For the purposes of this policy, the Insurer will regard permanent disability to mean medically certified total disability, as a result of illness, injury or disease, which cannot be cured or treated and which prevents the Insured from earning an income by following his own or any occupation in keeping with his/her education, training or ability and experience. The Insured shall also be deemed to have suffered permanent disability upon the permanent loss of or loss of use of both hands, feet or eyes.

## 4 SPECIFIC RESTRICTIONS, EXCLUSIONS, PROVISIONS AND CONDITIONS

### 4.1 IMPORTANT SPECIFIC RESTRICTIONS AND EXCLUSIONS ON LIABILITY

The Insurer shall not be obliged to make any payment in respect of any condition or event arising directly or indirectly from or traceable to:

1. intentionally self-inflicted injury or illness, suicide or suicide attempt, within 2 years of the commencement date or any reinstatement date, or
2. any chronic and/or life threatening medical condition, disability, illness, bodily injury or defect of the Insured which existed and which the Insured was aware of prior to the commencement date of this policy or any reinstatement date. This applies during the term of cover.
3. the Insured refusing medical treatment as recommended by his own medical practitioner, or by the Insurer's chief medical officer if he has no medical practitioner of his own, or
4. driving whilst the alcohol concentration in the Insured's blood exceeds the legal limit then in force or whilst the Insured is under the influence of alcohol or intoxicating liquor or drugs with a narcotic effect unless prescribed by a duly qualified and registered medical practitioner; or
5. intentional contravention of any criminal law, whether legislative or at common-law, by the Insured, or by anyone acting on behalf of the Insured or with the Insured's permission or knowledge or by any person claiming any benefit under the policy, or
6. war or armed international conflict (whether war be declared or not), terrorist or insurgency activities, rebellion, civil commotion, sedition, sabotage or any activity associated with the foregoing or the defence, quelling, investigation or containment thereof by any security force.

The Insurer's liability in terms of this policy shall cease in the event of a claim settlement being made for the benefit of the Insured under death and total and permanent disability benefits.

Any disability benefits payable in terms of this policy shall be subject to the limitations of the LOA Code of Good Practice for Disability Insurance governing members of the Life Offices' Association (LOA).

## **5 SOME IMPORTANT SPECIFIC PROVISIONS AND CONDITIONS**

### **5.1 Premium computation**

In the event that the premium or premiums actually paid by the Insured to the Insurer are incorrectly calculated and accordingly insufficient to pay for the benefits as specified in the policy schedule, the Insurer shall notify the Insured in writing. This error may be corrected. The Insured will be given the option to pay the full additional premium amount, to ensure that the full sum Insured be maintained during the term of the policy. If the Insured elects not to pay the additional premiums the sum insured will change to a reduced benefit amount.

### **5.2 Premium Review**

The Insurer may increase the premium amount from time to time by giving the Insured 30 (thirty) day's written notice of such increase.

### **5.3 No premium no cover**

This policy is conditional upon and will only come into effect following payment of the first premium by the Insured or on his/her behalf. The premium grace period does not apply to the first premium. Premiums are due and payable monthly in advance and debited to the relevant credit card account.

### **5.4 Premium payment days of grace**

The Insured is allowed a period of 30 days' grace for the payment of each premium due. This period of grace only applies from the second premium payment. During this time period, all benefits will remain in force. If any event occurs during the period of grace that results in a valid claim, the unpaid premium will be deducted from any amount paid by the Insurer. If any premium is not paid and received by the Insurer within 90 days of the last premium received, this policy will automatically lapse without notice at midnight on the last day of the preceding period of insurance for which a premium has been paid and all cover will be terminated.

### **5.5 30 day - Money back cancellation right**

Where no claim has been instituted in terms of this policy or where no right has accrued to an Insured to institute a claim or receive any benefit in terms of the policy, the Insured may, within 30 days after the policy documentation has been sent, cancel the policy by contacting the Insurer and informing them of the cancellation or notify them in writing of the cancellation of the policy. All premiums paid by the Insured or on his/her behalf during this 30-day money back review period shall be refunded by the Insurer, subject to the deduction of the cost of any cover actually enjoyed by the Insured.

### **5.6 Cancellation**

The Insured may cancel this policy at any time by giving 30 days notice, in writing, to the Insurer at their last known address. The cancellation of this policy is subject to the credit provider's written approval of the cancellation of the policy and cancellation of the cession. If a premium has been paid for any period beyond the date of cancellation of this policy, the relevant portion thereof shall be refunded.

### **5.7 Surrender value of the policy**

No surrender cash value is payable under this policy.

### **5.8 Misrepresentation, Misdescription or Non-disclosure**

Misrepresentation, misdescription or non-disclosure of any material fact or circumstances in connection with this policy, a claim in terms of this policy or the application for this policy may result in this policy being cancelled, a claim rejected or the policy voided from inception.

### **5.9 Fraud**

If any claim or part thereof under this policy is in any way fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this policy, or if any of the events insured against under the policy are occasioned by the Insured's intentional conduct or any person acting on behalf of or with the connivance of the Insured, all benefits afforded in terms of this policy in respect of such claim, and premiums paid in respect of such policy shall be forfeited, and this policy may be avoided or cancelled as from the date of the fraudulent conduct, at the Insurer's discretion.

### **5.10 Claims Notification**

On the happening of an event, which may result in a claim in terms of this policy, the Insured, or the appointed Executor shall, submit to the Insurer at their own expense the full details in writing of the claim within a maximum period of **120** days from the date of the event giving rise to the claim. The Insurer shall in no way whatsoever be liable to pay any benefit if the full details of the claim are not received. The Insured or the appointed Executor will be advised of all additional documentation that is required for the claim to be processed.

Only original documentation will be accepted. In the event that the original is not available, only copies certified by a Commissioner of Oaths will be accepted. The Insurer will at all times have the right to inspect all documentation relating to the policy and will communicate any problems regarding the documentation with the party concerned.

#### **5.11 Rejection of a claim and Time Bar**

If the Insurer declines liability for a claim in terms of this policy, or cancels this policy, representation may be made to the Insurer within 90 days of the date of the rejection or cancellation letter. Alternatively, the Insured may contact the Ombudsman for Long Term Insurance.

Thereafter, if the dispute is not satisfactorily resolved in this manner, legal action may be instituted against the Insurer for the enforcement of the claim by way of the service of summons against the Insurer. Summons must be served on the Insurer within 180 days of the original letter of rejection or cancellation letter, failing which all benefits in respect of such claim shall be forfeited and no liability can arise in terms of such claim.

#### **5.12 Cession**

It is recorded and agreed to by the Insured in the application form that the Insured assigns and transfers the benefits in terms of this policy as collateral surety to the credit provider as security for the outstanding debt owed by the Insured to the credit provider. The Insured further assigns and transfers all the respective rights, title and interest in this policy to and in favour of the credit provider and accordingly the Insurer undertakes, in the event of a valid claim, to pay the benefit as defined, to the credit provider. This cession supersedes and cancels any other beneficiary nominated by the Insured.

#### **5.13 Replacement of existing policy**

Replacement of existing insurance is generally to the disadvantage of the Insured because it involves duplication of initial costs and premiums and terms could be affected by deteriorating health and age.

#### **5.14 Examination**

The Insurer shall be entitled to require that the Insured, whether or not then alleged to be suffering from the effects of injury, be examined at any reasonable time, at the cost of the Insurer, by a medical practitioner of its choice. The report of such medical practitioner shall for all purposes under this policy be final and binding upon the parties.

#### **5.15 Intermediary Information**

Virgin Money is an intermediary and Absa Life has authorised them to sell Card Life Plan. They have indemnity insurance and receive 20% commission of the gross premium on the Card Life Plan.

### **6 Claims Procedure**

In the event of a claim under this policy, please contact Virgin Money on 0860 VMONEY (866 639).

### **7 Complaints Resolution**

If you have a complaint about this policy, please contact:  
The Chairman of the Complaints Resolution Committee  
P O Box 421, Johannesburg, 2000  
FAX: 011 331 3763

### **8 Absa Life - Compliance officer**

Absa Financial Services Building, 21 Kruis Steet, Johannesburg, 2001  
PO Box 421, Johannesburg, 200  
Tel: 011 330 2111

### **9 This policy is proudly underwritten by the Insurer: Absa Life Limited, Reg. No. 1992/001738/06.**

Absa Financial Services Building, 21 Kruis Street, Johannesburg, 2001  
PO Box 421, Johannesburg, 2000  
Tel: 0860 106 238

### **10 The Ombudsman for Long-term Insurance**

Private bag X45, Claremont, 7735  
Tel: 021 657 5000 / 0860 103 236  
Fax: 021 674 0951