



## **CREDIT PROTECTION INSURANCE POLICY WORDING**

**1Life Insurance Limited will provide cover under the i-Credit Credit Protection Policy as described in this document, subject to your payment of the premium within the agreed period and your adherence to the terms and conditions of this Policy.**

### **1. HOW DOES THE I-CREDIT CREDIT LIFE POLICY WORK?**

- 1.1 1Life Insurance, has agreed to underwrite the policy, with effect from the Entry Date.
- 1.2 Commission is payable to iCredit for rendering services as the intermediary.
- 1.3 Binder fees are payable to Monitor as underwriting manager and binder holder.
- 1.4 The Policyholder will enjoy cover for any Insured Event under this policy occurring to the Policyholder, provided the policyholder has paid premiums and subject to:
  - 1.4.1 The Insured Event happening to the Policyholder Policyholder within the Period of Insurance; and
  - 1.4.2 The Event giving rise to a claim being covered in terms of the exclusions and/or terms and conditions of this policy.

### **2. DEFINITIONS**

- 2.1 "Accident" means any specific event occurring at an identifiable time and place that is unplanned and unexpected by the Policyholder, resulting from unforeseen and unintentional circumstances from an external source of the body.
- 2.2 "Benefit" means the Benefit payable by 1Life Insurance to the Policyholder upon the occurrence of an Insured Event, calculated with reference to the Cumulative Credit Amount due in terms of the Credit Agreement (s) as at the date of the Insured Event;
- 2.3 "Beneficiary" means the person who is older than 18 years old who has been nominated by the Policyholder to receive the Death Benefits upon the Death of the Policyholder.
- 2.4 "Contract Worker" means any person that is employed on a Fixed Term contract with a specified term of employment.
- 2.5 "Cover Termination Date" means the date on which the Benefits in respect of a Policyholder ceases, which for purposes of the Policy is the last day of the month in which all outstanding debt is settled or 36 months from policy inception, whichever is the earliest.
- 2.6 "Credit Agreement(s)" means a Credit Agreement entered into between a Creditor and the Policyholder.
- 2.7 "Creditor(s)" means the creditor(s) providing secured or unsecured credit to the Policyholder.
- 2.8 "Cumulative Credit Amount" means the sum of all credit advanced to the Policyholder in terms of all the Credit Agreement(s) determined as at the Entry Date (limited to a maximum of R300 000), which amount will be used to calculate the Premium.
- 2.9 "Death" means the ending of the Policyholders life.
- 2.10 "Entry Date" means the date on which insurance cover commences in terms of this Policy in respect of a Policyholder which is:
  - 2.10.1 The first day of the month in which the application for cover in terms of this Policy is approved and the first Premium is paid.
- 2.11 "i-Credit" means Infinite Credit (Pty) Limited FSP number 46366, registration number 2007/018079/07.
- 2.12 "Insured Event" means the Death, Temporary Disability, permanent Disability, or Loss of income of the Policyholder.
- 2.13 "Insurer" means 1Life Insurance Limited ("1Life") with Registration Number 2005/027193/06 and FSP Number 24769
- 2.14 "
- 2.15 "Monitor" means Monitor Administrators (Pty) Limited with registration number 2003/004608/07 and FSP 17824, an underwriting manager, binder holder, and Administrator of 1Life Insurance Limited.
- 2.16 "Notification Date" means the date that the Written notice is received by 1Life of a claim for Benefits in terms of this Policy.
- 2.17 "Permanent Disability" means
  - 2.17.1 In respect of an employed Policyholder, the Policyholder's total, permanent and irreversible inability to perform his/her own, regular occupation or any occupation for which the Policyholder is reasonably qualified to be engaged in for remuneration or profit by his/her qualifications, training, working and/or occupational experience;
  - 2.17.2 In respect of an Policyholder that is unemployed, the Policyholder's inability to perform three of the following activities of daily living;
    - 2.17.2.1 Personal hygiene: bathing, grooming and oral care;
    - 2.17.2.2 Dressing: the ability to make appropriate clothing decisions and physically dress oneself;
    - 2.17.2.3 Eating: the ability to feed oneself though not necessarily to prepare food;
    - 2.17.2.4 Maintaining continence: both the mental and physical ability to use a restroom;
    - 2.17.2.5 Transferring: moving oneself from seated to standing and getting in and out of bed; or
    - 2.17.2.6 Where the Insured Event results in permanent mental disability.
- 2.18 "Policy" means the insurance agreement issued, which Policy is concluded between 1Life Insurance Limited and the Policyholder in respect of benefits;
- 2.19 "Policyholder" means "you" or "your," the recipient of the secured or unsecured credit provided by the Creditor, as stated in the underlying Credit Agreement(s).;
- 2.20 "Pre-existing Health Condition" means the commencement of a Temporary Disability or a Permanent Disability within 12 (twelve) months of the Entry Date and the disability directly or indirectly arises from, or is traceable to:
  - 2.20.1 A bodily injury which occurred; or

2.20.2 Disease or condition of which the Policyholder was aware of or experienced symptoms or for which the Policyholder received medical treatment during the 12 (twelve) months immediately prior to the entry date.

2.21 "Premium" means the monthly premium, payable by the Policyholder, in advance, based on the Premium Rate.

2.22 "Retrenchment" means the:

2.22.1 Policyholder's inability to earn an income, which results from involuntary unemployment without income from any source as a direct result of modern technology being introduced by the Policyholder's employer;

2.22.2 Reorganisation by the Policyholder's employer or expectation of adverse conditions by the Policyholder's employer resulting in staff reduction;

2.22.3 In the cases of Self-Employed, the Policyholder's inability to earn an income arises from involuntary loss of income, which loss is caused by extraneous factors over which the Policyholder has no control, and which can be substantiated by books of account, and which excludes any loss of income due to the Policyholder's voluntary or friendly sequestration, liquidation of business and business rescue;

2.23 "Temporary Disability" means:

2.23.1 In respect of an employed Policyholder the Policyholder's inability to perform his/her own regular occupation or any occupation for which the Policyholder is reasonably qualified to be engaged in for remuneration or profit by his/her qualifications, training, working and/or occupational experience;

2.23.2 In respect of an Policyholder that is unemployed, the Policyholder's inability to perform three of the following activities of daily living, where recovery of any one of the failed functions is expected within the 12-month period;

2.23.2.1 Personal Hygiene: bathing, grooming and oral care;

2.23.2.2 Dressing: the ability to make appropriate clothing decisions and physically dress oneself.

2.23.2.3 Eating: the ability to feed oneself though not necessarily to prepare food.

2.23.2.4 Maintaining continence: both the mental and physical ability to use the restroom.

2.23.2.5 Transferring: moving oneself from seated to standing and getting in and out of bed.

### 3. INSURANCE

3.1 1Life Insurance's liability for the payment of a Benefit in respect of an Insured Event will cease on the happening of the first of the following:

3.1.1 Termination of the Policy by the Policyholder or 1Life as set out herein;

3.1.2 A Benefit having been paid by 1Life either settling the debt or reaching the Benefit limit provided in this Policy;

3.1.3 Final repayment instalment paid by the Policyholder;

3.1.4 Death or Permanent Disability of the Policyholder;

3.1.5 Termination of the Loan Agreement;

3.1.6 The Policyholder reaching the Cover Termination Date; or

3.1.7 The failure by the Policyholder to pay Premiums on the due date and the failure to remedy such failure within the 31 (thirty-one) day grace period.

### 4. PREMIUMS

4.1 Premiums shall be payable monthly in advance on or before the 1<sup>st</sup> day of each month, without deduction or set off.

4.2 The Policyholder, , is responsible for ensuring that the monthly Premium is paid

4.3 A period of grace of 31 (thirty-one) days is permitted for the payment of Premiums. If the Premium is not paid within this period cover shall lapse.

4.4 The Premium, conditions and Benefits shall from time to time be revised and adjusted by 1Life. 1Life may make the amendments at all times by means of 31 (thirty-one) days written notice to the Policyholder.

### 5. REINSTATEMENTS

5.1 Where cover has lapsed, a request for reinstatement of the Policy may be made to 1Life in writing within 90 (ninety) days of the lapse. 1Life reserves the right to accept or decline a request for reinstatement.

5.2 Reinstatement will be subject to such further conditions as 1Life may determine. No reinstatements will be considered until all arrear Premiums have been paid.

5.3 Reinstatements will be subject to the waiting periods and exclusions being reapplied with effect from the date of reinstatement.

5.4 No cover will be provided between the lapse date and the effective date of reinstatement subject to any period of grace.

5.5 Should 1Life decide that the reinstatement of the Policy is unacceptable, all Premiums paid from the lapse date, less any expenses that 1Life may have incurred will be refunded to the Policyholder.

### 6. DEATH BENEFIT

6.1 Should 1Life be notified of the Death of the Policyholder, 1Life will pay Beneficiary of the Policyholder the Death Benefits calculated as at the date of Death, within 12 months of the occurring insured event.

6.2 The Benefit amount that 1Life will pay in terms of this clause shall be limited to the Cumulative Credit Amount determined at the start date of each Credit Agreement (limited to a maximum cumulative amount of R300 000)..

### 7. TEMPORARY DISABILITY BENEFIT

7.1 Should 1Life be notified of a Temporary Disability claim, the Benefit amount that 1Life will pay in terms of this clause, shall be an amount equal to the repayment instalments due in terms of the Credit Agreement(s) as at the date of the onset of the Temporary Disability.

7.2 Where a credit life insurance rate of R4.50 /R1000 or lower is applied, the Benefit is payable for the shorter period of: -

- 7.2.1 12 (twelve) months;
  - 7.2.2 The remaining repayment period(s) of the Credit Agreement(s);
  - 7.2.3 The settlement of the amount due in terms of the Credit Agreement(s); or
  - 7.2.4 The recovery of the Policyholder or until the Policyholder is no longer Temporary Disabled.
- 7.3 Payment of the Benefit by 1Life will always be subject to such evidence as 1Life, in its sole and unfettered discretion may require from time to time in writing.

## 8. PERMANENT DISABILITY BENEFIT

- 8.1 The Benefit amount that 1Life will pay in terms of this clause, shall be an accelerated lump sum Benefit on the Death Benefit, limited to the Cumulative Credit Amount determined at the start date of each Credit Agreement (limited to a maximum cumulative amount of R300 000)..
- 8.2 Payment of the Benefit by 1Life will always be subject to such evidence as 1Life in its sole and unfettered discretion may require from time to time in writing.

## 9. RETRENCHMENT BENEFIT

- 9.1 Should 1Life be notified of a Retrenchment claim, 1Life will pay an amount equal to the repayment instalments due in terms of the Credit Agreement(s) as at the date of the retrenchment.
- 9.2 Where a credit life insurance rate of R4.50/R1000 or lower is applied the Benefit is payable for the shorter period of: -
- 9.2.1 12 (twelve) months;
  - 9.2.2 The remaining repayment period(s) of the Credit Agreement(s);
  - 9.2.3 The settlement of the amount due in terms of the Credit Agreement(s); or
  - 9.2.4 The Policyholder finds employment or is able to earn an income.
- 9.3 Payment of the Benefit by 1Life will always be subject to such evidence as 1Life in its sole and unfettered discretion may require from time to time in writing.

## 10. EXCLUSIONS IN RESPECT OF BENEFITS

- 10.1 Death, Temporary Disability and Permanent Disability Benefits:
- 10.1.1 No insurance cover shall be granted, or Benefits paid upon the occurrence of an Insured Event: -
- 10.1.1.1 Resulting directly or indirectly from, or which is attributable to, attempted suicide or suicide during the first 12 (twelve) months from the Entry Date in respect of each Policyholder;
  - 10.1.1.2 Resulting directly or indirectly as a consequence of active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether declared or not), civil war, rebellion, revolution,

insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

- 10.1.1.3 Should any condition or event arise from an illness, bodily injury, physical defect, ill-health or any other incident or condition which materially contributed to the Death, Permanent Disability or Temporary Disability claims against the Policy, being related to the Pre-existing Health Condition, during the first 12 (twelve) months from the Entry Date in respect to each Policyholder; or
  - 10.1.1.4 The exclusion stated in 10.1.1.3 applies irrespective of whether the illness, bodily injury, physical defect, ill-health, or any other incident or condition which materially contributed to the event was disclosed at application for the Loan Agreement and/or this Policy, but not if the new policy is a replacement policy.
- 10.2 Retrenchment Benefit:
- 10.2.1 No Benefit shall be payable if: -
    - 10.2.1.1 The Retrenchment commences within 90 (ninety) days of the Entry Date (only where the term of the Loan Agreement is more than 6 (six) months. This is not applicable to replacement policies;
    - 10.2.1.2 The Retrenchment is due to any other reason as defined in Retrenchment;
    - 10.2.1.3 The unemployment recurring due to resignation or the acceptance of voluntary Loss of Income, any form of retirement or fair dismissal in terms of a contract of employment;
    - 10.2.1.4 If the Policyholder was aware of the Retrenchment during the 3 (three) months period prior to the Entry date;
    - 10.2.1.5 The Retrenchment is as a result of wilful misconduct that is a violation of some established, definite rule of conduct, forbidden act, wilful dereliction of duty or misconduct;
    - 10.2.1.6 After the Policyholder's recommencement of earning an income, the termination of cover, 12 (twelve) monthly payments have been met or after the Outstanding Loan Amount has been settled, whichever occurs first;
    - 10.2.1.7 The Policyholder participates in an unprotected strike; or
    - 10.2.1.8 the Policyholder is deemed to be a Contract Worker, and the Fixed Term Contract of Employment reached the end date and was not extended.
- 10.3 No insurance cover shall be granted, or Benefits paid if the Policyholder is permanently resident outside the Republic of South Africa for a continuous period exceeding 3 (three) months, without prior Written approval from 1Life.
- 10.4 The exclusions and limitations as set out above in clause 10.1 to 10.3 will furthermore, also apply in respect of increased Benefits with effect from the inception date of the increased Benefits.

10.5 Waiver of Exclusions – no or reduced waiting periods and/or pre-existing condition exclusions will apply if the new policy is a replacement policy.

## **11. CLAIMS**

11.1 On the happening of an Insured Event, the Benefit in respect of valid claims shall be payable to the Credit Provider once 1Life receives the following within 12 (twelve) months of the occurrence of the Insured Event.

11.2 Death Benefit:

- 11.2.1 The official death claim form as required by the administrator;
- 11.2.2 The certified copy of the original death certificate of the Policyholder;
- 11.2.3 Certified copy of proof of identity of the Policyholder;
- 11.2.4 Accident / police report if Death was due to accidental / unnatural causes;
- 11.2.5 A fully completed BI1663 form, to be obtained from the Department of Home Affairs;
- 11.2.6 Any such other documentary proof as may be required by 1Life or its administrator in its sole discretion; and
- 11.2.7 Proof of bank account in the form of a stamped bank statement issued by the financial institution not older than 3 (three) months.

11.3 Permanent and Temporary Disability Benefit:

- 11.3.1 The official disability claim form;
- 11.3.2 Proof of identity of the Policyholder;
- 11.3.3 Particulars of the Policyholder's occupation;
- 11.3.4 Medical report compiled by the Policyholder's treating specialist;
- 11.3.5 Policyholder's sick leave reports (if employed) or 12 (twelve) months preceding the date of disability;
- 11.3.6 Any such other documentary proof as may be required by 1Life in its sole discretion.

11.4 Retrenchment Benefit:

- 11.4.1 The official claim form;
- 11.4.2 Proof of identity of the Policyholder;
- 11.4.3 Particulars of the Policyholder's occupation;
- 11.4.4 Policyholder's proof of retrenchment
- 11.4.5 Any such other documentary proof as may be required by 1Life in its sole discretion.

11.5 In the event that 1Life declines liability for any claim under this Policy, the Policyholder shall have 90 (ninety) days from the date of notice of the declination within which to make representations to 1Life disputing the declination of the claim, failing which 1Life shall not be liable to re-assess and/or pay the claim and its liability in terms of such a claim will be extinguished.

11.6 If the Policyholder does not, in respect of the subject matter of such claim, within 12 (twelve) months from the date of the occurrence of the Insured Event, commence legal proceedings in a competent court and prosecute such proceedings to final judgment, should it elect to do so, any liability of 1Life shall be extinguished and no Benefits shall be payable in respect of such claim and/or the Insured Event

concerned, provided that the 12 (twelve) month period will be suspended with the 90 (ninety) day period mentioned above and provided further that the Policyholder will at all times have at least 6 (six) months after the expiry of the 90 (ninety) day period to institute legal action in a court of law, lodge a complaint with the National Financial Ombud Scheme South Africa (NFO) against 1Life or commence arbitration proceedings with regards to the Policyholders claim.

11.7 No claims of whatsoever nature instituted in terms of this Policy shall be entertained after the date of cancellation or termination for any reason whatsoever of this Policy unless the Insured Event occurred prior to the date of cancellation or termination.

11.8 If a Benefit is not claimed within 6 (six) months of notification of the Insured Event, 1Life will be obliged to start the process of tracing the beneficiary. If the process does not match the rightful owner with the Benefit, 1Life shall repeat the tracing process within a 3 (three) year period and again within 3 (three) years if the Benefit remains unclaimed. If, after 3 (three) years, 1Life cannot trace the beneficiary or Policyholder, an external tracing company will be used. Should the Benefit be less than R1,000.00 (one thousand Rand) and/or the cost of tracing exceed the amount available, the above requirement will be waived. All reasonable administrative and tracing costs incurred after the first attempt to trace, may be recovered from the unclaimed benefit.

## **12. COOLING OFF RIGHTS**

12.1 You have the right to cancel this policy within 31 days from the receipt of the terms and conditions or within 31 days from the date on which it is deemed that You received the terms and conditions or within 31 days of the Entry Date, provided no benefit has been claimed or paid or an event giving rise to a claim has not yet occurred, in which instance any premium paid will be refunded less the cost of any risk cover enjoyed by you by making a written request for cancellation. If you elect to cancel, you are free to substitute this policy with an alternate policy ceded to the Credit Provider with the same minimum benefits as this policy offers, failing which we reserve the right not to cancel this insurance.

## **13. CANCELLATION PROCEDURE**

- 13.1 You have the right to cancel this policy by giving us 31 days' notice
- 13.2 The Insurer or Administrator may cancel this policy by giving you 31 days' written notice of cancellation.
- 13.3 No refund of Premiums are due upon cancellation stated in 14.1 and 14.2 above.

## **14. PERSONAL INFORMATION**

In order to provide you with our services, we are required to process your personal information and will do so in accordance with our business requirements and legal obligations. You acknowledge that your personal

information may be verified and/or processed for insurance, financial services, and risk management purposes by 1Life Insurance and its associates against any other reasonable and legitimate sources or databases. This is to ensure the accuracy and completeness of any personal information provided on an ongoing basis.

We will process your personal information for the following purposes:

- Quoting, underwriting, pricing, servicing, and executing of insurance and other financial services
- Assessing of financial and insurance risks.
- Assessing and processing of claims and complaints.
- Developing and improving of products and services
- Credit referencing and/or verifying of personal information.
- Fraud prevention and detection.
- Market research and statistical analysis.
- Auditing and record keeping.
- Compliance with legal and regulatory requirements.
- Sharing of information with service providers and other third parties with whom we engage or who render services to us, to process such information on our behalf.
- Sharing of insurance and claims information with other insurers and industry bodies for legitimate reasons, such as fraud prevention and claims validation.

We may transfer your personal information outside the borders of South Africa, if required, to provide any of the services.

You may access your personal information that we hold and may object to the processing of your personal information, or request us to correct any errors, or delete this information if there is no legitimate reason for us to maintain it. Please view our Privacy Policy and Access to Information Manual on our website for further information.

You have the right to complain to the Information Regulator if you feel we are unlawfully processing personal information. The Information Regulator's details can be found by visiting <https://www.justice.gov.za/inforeg/>

## 15. COMPLAINTS PROCEDURE

15.1 Please first contact the Administrators (Monitor) if You have any complaints or queries on 031 818 0000 or [complaints@monitorsa.co.za](mailto:complaints@monitorsa.co.za). You can access our Complaints Management Policy at [www.monitorsa.co.za](http://www.monitorsa.co.za)

15.2 If any complaint to the Administrator is not resolved to Your satisfaction, you may then submit the complaint to the Insurer: **1Life Insurance Limited**.

You can access our Complaints Resolution Policy at: website: [www.1life.co.za](http://www.1life.co.za)  
email: [complaints@1Life.co.za](mailto:complaints@1Life.co.za)  
Tel: 0860 10 54 31

15.3 If any complaint to the Insurer is not resolved to your satisfaction, you may then submit the complaint to the following regulators:

The **National Financial Ombud Scheme of South Africa (NFO)** – In the event of claims problems not being satisfactorily resolved.

E-mail: [info@nfosa.co.za](mailto:info@nfosa.co.za) website: [www.nfosa.co.za](http://www.nfosa.co.za)

The **FAIS Ombud** – In respect of complaints about the financial service provided.

E-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Website: [www.faisombud.co.za](http://www.faisombud.co.za)