

THE HOLLARD LAST EXPENSE PROTECTOR

Terms and Conditions of the Hollard Policy

1. Definitions

“Policy Document” means the comprehensive document detailing the rules, terms and conditions pertaining to this policy as underwritten by Hollard. The application form, with the terms and conditions, form the Policy Document.

“Hollard” means Hollard Life Zambia also known as the Insurer.

“Registration number: 91794

“Principal Member” means the person in whose name the policy is issued and who is responsible for the premium payments and who is 65 years or younger at Commencement Date.

“Life Insured” means all members nominated in the policy application form.

“Insured Person” means any individual upon whose life the payment of any benefits is contingent upon the happening of the event described in the specific Policy Schedule.

“Spouse” (as named in the application form) means a person married to the Principal Member either by civil, tribal, common or customary law, 75 years or younger at the Commencement Date. Only one person will be eligible for the Spouse’s benefit.

“Children” (as named in the application form) means:

- A legitimate child
- An illegitimate child
- An adopted child
- A foster child
- A step child
- An unmarried child of the Principal Member up to and including the age 21 years
- A mentally or physically disabled child who is fully and permanently dependent upon the Principal Member

A maximum of 8 Children in total may be nominated

“Parents” (as named in the application form) will refer to a Parent of the Principal Member or spouse of the Principal Member who is 75 years or younger at Commencement Date. A Parent includes a biological or legally adoptive Parent.

A maximum of four Parents may be nominated.

“Extended Family” (as named in the application form) refers to a relative of the Principal Member 75 years or younger at Commencement Date, who satisfy one of the following criteria:

- A Child not eligible in terms of the definition of a child
- A second Spouse of the Principal Member in case of a Polygamous marriage
- Any other relative who is fully dependent on the Principal Member, and the relationship can be adequately substantiated.

A maximum of ten other dependent relatives may be nominated at any time.

“Application” means any acceptable form or application for insurance made to Hollard on the prescribed application form for this product.

“Review Date” means the anniversary date of each policy, at which date Hollard may review the premium rate, and will coincide with the Commencement Date of the policy.

2. General

Hollard may alter the Policy Document or any of the attached Addendum of Policy Schedule, by giving one month written notice or may cancel the policy document or review the rate immediately if the information supplied to initiate this policy is materially different.

Territorial Limits

This plan only provides cover for people who reside within the borders of the Republic of Zambia and who, if not permanent residents of the Republic of Zambia, are working on a legal work permit for a period longer than six months.

Currency

Premiums and benefits are expressed and payable in the legal tender of the Republic of Zambia.

Surrender Value

No surrender values are payable under this policy.

Cession

Benefits under this policy may not be ceded, assigned or pledged as security in any way.

Fraud

If any claim under this policy is fraudulent in any manner all benefits will be forfeited, the policy cancelled and no refund of premiums will be payable.

Cancellation of Policy

Hollard or the Principal Member may cancel this policy at any time by giving one calendar months' notice in writing to the last known address. No Insured Person may be added after notice of cancellation has been delivered. No refund of premiums whether pro rata or otherwise will be given on cancellation of this policy.

Membership

Membership of this plan is voluntary for all persons who satisfy the eligibility conditions specified above.

The Principal Member may at any time by form of notification to Hollard, amend the membership of Insured Persons on the Plan. A new waiting period of 3 months will apply to any new insured lives added or substituted to the plan for non-accidental causes of death. Units added after the Commencement Date will also attract 3 months waiting period.

Jurisdiction

The laws of the Republic of Zambia, whose courts shall have jurisdiction in any dispute arising hereunder, will govern this policy.

Agreement

The policy and amendments thereto, the application and the Schedule of Insurance, shall constitute the sole agreement between the parties. No contrary representation or agreement to vary this policy, shall be of any force or effect unless reduced to writing and signed by either the signatory hereof or by one specifically authorised thereto in writing by such signatory.

Commencement of Life Insurance Cover

Commencement Date means the date on which Hollard accepts the proposal for insurance. Hollard must also be in receipt of the 1st premium payment.

Cover (which is the entitlement to the benefit in the event of death) for Main member, Spouse, Children and Parents commences on the Commencement Date for accidental deaths and 3 months after for non-accidental causes of death.

Cover (which is the entitlement to the benefit in the event of death) for Extended Family members, commences on the Commencement Date for accidental deaths and 6 months after for non-accidental causes of death.

Death as a result of suicide is covered provided the deceased was covered under this policy for at least 12 months by Hollard.

Levels of Life Insurance Cover

A Life Insured's level of cover on this policy is related to the number of units selected at Date of Commencement. The following limitations apply:

- The maximum cover that any Insured Person may have is an amount equal to the cover of the Principal Member. In other words, no Insured Person may have a sum insured that is more than that of the Principal Member.
- Insured Persons in the same category of membership must have the same number of units cover (for example all Children must have the same number of units of cover, all Extended Family members must have the same number of units of cover, etc.). Different categories of members however may have different number of units cover (for example Parents may have 3 units of cover whilst Children have 4).

Lapse of Policy

Where a premium is outstanding for 30 days following the month the premium was due, the policy is cancelled, that is, the policy has lapsed.

Reinstatement

If the policy has lapsed, the Principal Member may apply in writing for reinstatement. The policy may be reinstated within 3 months from the date of lapse. The waiting period clause will be reinstated. This can happen only once in the life of the policy.

3. Premiums

The premium rates will be reviewed by Hollard on the Review Date.

Should the insured event occur before premium payment is effected, Hollard would have no liability.

Should the total elapsed time from an application for cover, registration of any formalities and the payment of the premium exceed 30 days, Hollard reserves the right to call new evidence to the proposed policy application.

Premium are payable in arrears. Premium payment must reach Hollard not later than the 15th of the month following the month in which it was due.

Minimum Premium Payable:

The Minimum Premium Payable per month is K60. This includes the monthly K7 policy fee which is payable with each premium. All premiums rates are inclusive of applicable insurance Levy.

4. Benefits

Where applicable:

Death Benefit (Funeral Benefits)

In the event of an Insured's death, the cover amount as stated in the policy application form is payable as a lump sum.

Premium Waiver

In the event of the death of the Principal Member, no further premiums will be payable and the policy will remain in force up until the date at which the Principal Member would have reached the age of 65 years provided that the policy had been in force for a period of 24 months prior to the death of the Principal Member. Cover may continue beyond the date at which the Principal Member would have attained 65 years of age if at the Principal Member's death, an existing insured life of 18 years or older, but not older than 65 years, elected to take over as the Principal Member within 60 days of the Principal Member's death, the Insured Life electing to take over as Principal Member must inform Hollard in writing of his/her intention to continue cover and method of payment of premium. Insured lives can be added or substituted at this stage and the waiting period of 3 months will apply to all new lives.

No increase in benefits may take place while the premiums are being waived. The premium waiver period does not contribute to any 5 year cash back period.

Beneficiary

In the event of the Principal Member's death the benefit will be paid to the beneficiary as nominated by the Principal Member on the application form. If no beneficiary is nominated, the benefit will be paid to another Life Insured person, or if claimed by any other person, such person must prove his/her relationship to the Principal Member.

In the event of the death of an Insured Person other than the Principal Member, the benefit will be paid to the Principal Member.

If there is any dispute as to who is entitled to receive a benefit in respect of the policy, the decision of Hollard will prevail.

Cash Back Bonus

Every 5 years from Date of Commencement, excluding any premium waiver period, a cash lump sum equal to 10% of the total gross premium paid and collected during the corresponding 5 year period, will be paid to the Principal Member, provided that the policy is not in arrears, no claims have been made and the policy is still in force.

The Cash Back Bonus amount will be paid to the Principal Member within 30 days from the last day of the last month of the 5 year period.

5. Admission Requirements

Subject to successful applications, Hollard undertakes to provide funeral benefits in accordance with the terms and conditions and the application form.

6. Exclusions

Hollard will not recognize any claim which is directly or indirectly caused by or attributable to:

- Suicide within the first 12 months of the applicable cover under the policy by any Life Insured
- War
- Invasion
- Act of foreign enemy
- Hostilities (whether war is declared or not)
- Civil War
- Military usurped power
- The effects of radioactivity or nuclear explosion
- Accidental death as a result of riot, private flying, hazardous sports or illegal acts

7. Waiting Period

For any death occurring within the first three months of the policy will not be paid unless death is as a result of accident.

8. Claims

The benefits provided in terms of the policy terms and conditions and the application form, will not be paid unless Hollard is satisfied as to the validity of the claim, the entitlement of the claimant to receive the benefits and the correctness of the date of birth stated of the Life Insured.

- No claim, not notified to Hollard will be paid after 3 months have elapsed from the date of death.
- The following documents must accompany the claim form:
 - A certified copy of the death certificate or “notice of death form” of the deceased
 - A certified copy of the identity card/passport of the deceased
 - A certified copy of the identity card/passport of the beneficiary
 - Police report if the cause of death is accidental
 - In the event of the death of a child, a full birth certificate showing the names of the parents if the child is younger than 16 years. Where the deceased child is older than 16 years his/her identity card/passport will be required
 - In the case of the death of the Principal Member, the claimant must submit proof of his/her relationship to the Principal Member or must be the nominated beneficiary.

All the necessary documentation as set out in the application form, must be forwarded to Hollard with a completed claim form. All requested claim documents must reach Hollard within 365 days from the date of the claim event. If these documents are not in possession of Hollard within 365 days from date of the claim event, the claim will be prescribed and the claim file closed.

9. Conditions

9.1 Upon the happening of any of the following events, the Life Insured will cease to be insured under this policy and no further premiums will be payable in this regard:

- Death of the Principal Member
- The Principal Member terminating the policy

9.2 No Insured Person above the age as shown on the terms and conditions of the policy on Date of Commencement will be accepted under this policy except in the case of a change in underwriting of the existing product and approved by Hollard.

9.3 Cover will only be in place up to the stated age on the Policy where applicable. Insured Persons in terms of the Policy are:

- The Principal Member who is 65 years or younger at the Commencement Date.
- The nominated Spouse and dependent Children of the Principal Member, as defined under the terms and the conditions and as named in the application.
- A Parent, as defined under the terms and conditions of the policy, of the member/spouse who is 75 years or younger at the Commencement Date, and as named in the application.
- Extended Family members, as defined under the terms and conditions of the policy, 75 years or younger at the Commencement Date, and as named in the application.