

TERMS AND CONDITIONS OF FREE ACCIDENTAL DEATH COVER

1. INTERPRETATION

- 1.1. Accidental Death means traumatic death caused solely by external, violent, unforeseeable and visible means, occurring independently of any other causes and within 14 (fourteen) days of such trauma, proved to the satisfaction of The Insurer, in its discretion;
- 1.2. Accidental Death Lump Sum means the amount specified in the Certificate of Free Accidental Death Cover or the amount specified in the Free Accidental Death Cover SMS;
- 1.3. Effective Date means the date stipulated in The Certificate of Free Accidental Death Cover as the Effective Date or the date stipulated in the Free Accidental Death Cover SMS as the Starting Date;
- 1.4. Termination Date means the date when the Free Accidental Death Cover terminates, which shall be 6 (six) months after the Effective Date.
- 1.5. Exclusions means losses or risk events not covered under This Policy;
- 1.6. Life Insured means the person specified in the Certificate of Free Accidental Death Cover or the person specified in the Free Accidental Death Cover SMS.
- 1.7. The Insurer means Guardrisk Life;
- 1.8. Registered Office means the registered office of the Insurer, from time to time [at present the Registered Office is situated at The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196].

2. ACCIDENTAL DEATH BENEFIT

- 2.1. If the Insured Person suffers Accidental Death, the Accidental Death Lump Sum shall, subject to the Terms and Conditions of the Free Accidental Death Cover, be payable to the Life Insured and 100% of the benefit shall be equal to the Maximum Benefit.
- 2.2. The payment of the Accidental Death benefit is subject to the Exclusions in section 4.

3. PAYMENT OF BENEFITS

- 3.1. A benefit in terms of this Free Accidental Death Cover shall be due and payable once the Insurer receives a valid claim that shall include but not be limited to:
 - 3.1.1. a duly completed claim form (and all documents required therein), as prescribed by the Insurer, in its discretion;
 - 3.1.2. documentary and photographic proof of the identity of the person claiming the benefit concerned;
 - 3.1.3. if it is required that any aspect of a claim be proved to the satisfaction of the Insurer, such proof in writing; and
 - 3.1.4. such further documentation, information and proof as the Insurer may require, in its discretion, in order to establish the validity of the claim of the benefit concerned and the entitlement of the claimant concerned to receive such benefit.
- 3.2. The Insurer shall be furnished with a valid claim within 6 (six) calendar months of any event giving rise to such claim. If the Insurer is not so furnished with a valid claim within such time period, any liability of the Insurer in respect of any such claim, shall, in the discretion of the Insurer, be extinguished and no benefit shall be payable in respect of such claim.
- 3.3. The Insurer shall not pay the Accidental Death Benefit if a claim for the Lump Sum is in any respect fraudulent or if any fraudulent means or devices are used.

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4. EXCLUSIONS

- 4.1. In the event of any inconsistency between the provisions of this clause and any other provisions of The Policy, this clause shall govern.
- 4.2. No benefits in terms of the Free Accidental Death Cover of an Insured Person shall be payable if the death is caused directly or indirectly by or resulting from:
 - 4.2.1. any physical and/or mental impairment of the Insured Person that has its origin and/or existence prior to the Commencement Date;
 - 4.2.2. suicide or any attempt thereof by the Insured Person (whether sane or insane);
 - 4.2.3. consumption by the Insured Person of alcohol, recreational drugs, narcotic drugs, habit-forming drugs or dependence-producing drugs, except, in respect of all the aforementioned, as bona fide (in good faith) prescribed by a duly qualified and registered medical practitioner;
 - 4.2.4. intentional self-inflicted injuries or deliberate exposure of the Insured Person to unnecessary danger;
 - 4.2.5. pregnancy and/or childbirth;
 - 4.2.6. any act or omission by the Insured Person which is in violation of any criminal law;
 - 4.2.7. involvement by the Insured Person in any labour disturbance, riot, civil commotion, strike or lock-out, insurrection, usurpation of power, or any act incidental to or arising from any of the aforementioned or any attempt at any of the aforementioned;
 - 4.2.8. war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution or any occurrence incidental to or arising from any of the aforementioned or any attempt at any of the aforementioned;
 - 4.2.9. lawful activity by or on behalf of any organ of government;
 - 4.2.10. participation by the Insured Person in any hazardous sport or pursuit; or
 - 4.2.11. involvement by the Insured Person in any aviation activity other than as a farepaying passenger on a duly registered aircraft of a duly registered airline.