

MILLIONAIRE'S PA PLAN

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This Policy is a contract made between You (the policyholder) and Us (Chartis South Africa Limited). We agree to provide insurance on the basis set out in this Policy provided the Premium is paid when due and We agree to accept it.

Signed on behalf of the Company



David Murphy
Regional Vice President
Chartis International Accident & Health Division

SCOPE OF INSURANCE

We will pay the Benefit amount shown in the Table of Benefits if during the Period of Insurance, You or any other Insured Person sustains Bodily Injury which, solely and independently of any physical defect or infirmity existing prior to the Accident, results within 24 months of the date of the Accident in an Insured Event in respect of the selected Plan as specified in the application form.

ENTRY AGE LIMITS

1. You must be between the ages of 18 and 65 years to join this plan.
2. If your age has been misstated, all amounts under this policy will equal the benefits amounts for which the premium would have been paid had the correct age been stated. In the event that the age of any Insured person was misstated and if, according to the correct age of the Insured Person, the coverage provided would not have become effective, or would have ceased prior to acceptance of such premiums, then Our liability will be limited to the refund, upon written demand, of all premiums paid for the period not covered by this Policy less any reasonable expenses incurred by Us.

PERIOD OF INSURANCE / PREMIUM PAYMENTS

1. This Policy is issued in consideration of the payment of the premium stated in the Policy Schedule, which includes premiums for any attached Endorsement.
2. This insurance will begin and end at 00H00 South African time.
3. Your premiums are payable Monthly in advance . By arrangement with Us the may be paid monthly, annually, bi-annually or quarterly. If premium is not paid on the due date the policy will terminate from that date unless You pay the premium within a month of the due date.
4. We reserve the right to ask for proof of payment of premium at any time. Such proof must be to Our satisfaction.
5. Although We do not expect to increase premiums, certain circumstances such as change in general economic conditions may result in a premium increase in order to maintain full Benefits throughout the lifetime of the Policy. We will, from time to time, review the level of contributions in relation to the Benefits provided by Your Policy, and will advise You of any changes that may be necessary by sending You written notice to Your last known address 30 days before the change takes effect.

MAXIMUM AMOUNT PAYABLE

1. The maximum amount payable in respect of any Insured Event for any one Accident to the Insured Person is stated in the Table of Benefits.
2. In the event of the Insured Person having more than one policy with Us, the Accidental Death Benefits will be added together and shall not exceed R 2 500 000

GENERAL CONDITIONS

1. Any word or expression which is given a specific meaning in this Policy will have that meaning wherever it appears.
2. This Policy will be governed by the laws of South Africa and the courts therein shall have sole jurisdiction to the exclusion of the courts of any other country.
3. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured Person regarding any fact material to this insurance.
4. You will give Us notice within 90 days of any material change.
5. The onus will always be upon You to ascertain, correctly admit and pay any tax liability in consideration of any Benefit being paid that may in any form whatsoever, incur taxes of any nature.
6. Our liability under this Policy will be conditional on the Insured Person's observance of the Definitions, Conditions, Exclusions, Provisions, Terminations and Endorsements herein.
7. This policy any Accident and Health Master Policies or Endorsements to such Master Policies in respect of the **Millionaires Plan** that have previously been issued at any time.
8. We reserve the right to amend the Benefits by forwarding notice 30 days prior to the amendment taking effect to Your last known address. This notice will apply in the case of general changes in current legislation and may mean that more immediate changes are enforced.
9. The official version of this Policy is that issued in English.
10. Words in this Policy in the masculine gender include the feminine gender.
11. Should any discrepancies arise between this Policy and any literature received in connection with this Policy by You or any Insured Person, the Definitions, Conditions, Exclusions, Terminations, the Policy Schedule and any Endorsements of this Policy will govern in all cases.
12. Any deviation or variation from any of the Definitions, Conditions, Exclusions, Provisions, Terminations and Endorsements of this Policy must be agreed prior to such deviation or variation and written confirmation from the Company must have been received by the Insured Person before inception of such deviation or variation thereof.
13. Subject to payment of the premium and all of the conditions and other provisions of this Policy, this Policy will begin on the date of payment of the first premium and will continue indefinitely until cancelled or terminated in accordance with the CANCELLATION/TERMINATION Section.
14. If the loss ratio under this Policy during any quarterly Period of Insurance exceeds 55%, the Company shall be entitled to increase monthly premiums or amend Terms and Conditions by giving 30 days written notice to the Holder to the extent necessary to maintain and stabilise the loss ratio to below 50%.

DEFINITIONS

For the purpose of interpretation of this Policy:

Accident means a sudden unexpected and specific event which occurs at an identifiable time (moment or point in time) and place and which results in Injury.

Aids means an opportunistic infection, or a malignant neoplasm. For the purpose of this definition the term "Acquired Immune Deficiency Syndrome" will have the meaning assigned to it by the World Health Organisation. Opportunistic infection will include but not be limited to Pneumonia caused by Pneumocystis Carini, the organism of chronic enteritis virus and or disseminated fungal infections. Malignant Neoplasm will include but not be limited to Kaposi's Sarcoma, lymphoma of the central nervous system and or other malignancies now known or which became known as immediate causes of Death or Illness in the presence of Acquired Immune Deficiency Syndrome.

Acquired Immune Deficiency Syndrome will include HIV (Human Immune Deficiency Virus), Encephalopathy (dementia) or HIV wasting syndrome.

Benefit means the amount paid at the rate shown in the Table of Benefits.

Beneficiary/ies means the person or persons nominated by You and named in the application form.

Date of loss means for Injury, the date of the Accident.

Effective Date means the date stated in the application form.

Holder means H&A who has arranged for the insurance herein contained and who has the ownership, possession or use of the insurance herein defined and who has the legal right to enforce same and negotiate on behalf of the Insured Person in this respect.

Injury means a bodily injury or physical trauma to an Insured Person resulting from an Accident occurring solely, directly and independently of any other cause or any other physical defect or infirmity existing prior to the Accident in an Insured Event within 24 months of the date of the Accident. Exposure to the elements of nature as a direct result of an Accident will be deemed to be Injury.

Insured Person means You, the policyholder, residing in the Republic of South Africa or who holds a valid South African work permit which in turn provides temporary residence status.

Legal Representative/s means the person or persons who manages the legal affairs of the Insured Person as a result of incapacity or Death.

Limit any one Life means the maximum amount payable to any one Insured Person specified in the Table of Benefits.

Policy means this document embodying the contract of insurance and will include any subsequent endorsements, amendments, declarations and application form and correspondence issued to You.

Professional Player means an Insured Person earning in excess of 50% of his income from playing sport.

Professional Sport means a sport which remunerates a player as a means of livelihood.

Terrorist Act means active involvement in any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s will not be considered Terrorist Acts.

Terrorism will also include any act which is verified or recognized by any relevant Government as an act of terrorism.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We /Our /Us means Chartis South Africa Limited, the company.

You/Your means the policyholder who shall only include persons under the age of 65 years, who has applied for this insurance and who is responsible for the payment of the premium and has completed an application form incorporating a premium deduction authority satisfactorily.

EXCLUSIONS

No Benefit will be payable if an Insured Event is as a result of, by or from:

1. War, invasion, act of foreign enemy, hostilities (whether War is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, labour disturbances, riot, strike or lock-out; or
2. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
3. being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation; or
4. Injury arising from any criminal or illegal act committed by the Insured Person; or
5. for the Insured Person travelling by air, except as a passenger on a legally licensed commercial aircraft; or
6. the Insured Person acting as part of the aircraft crew; or
7. self-inflicted Injury, suicide, or attempted suicide, insanity or any acute and/or chronic psychiatric, psychological or emotional condition; or
8. Injury caused by, traceable to, prolonged by or otherwise affected by any physical defect, infirmity or condition existing prior to the Effective Date of this Policy; or
9. congenital abnormalities from which the Insured Person suffered at any time before the Effective Date of this Policy and any conditions arising or resulting there from; or
10. diabetes or epilepsy; or
11. mental disorders including, but not limited to anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism; or
12. for:
 - a) being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered by a Medical Practitioner (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a Medical Practitioner (other than the Insured Person),
 - b) driving a motor vehicle and having more than the legal limit of alcohol in his blood.The onus will rest upon the Insured Person or the beneficiaries to prove that a) or b) was not the cause of the Accident; or
13. treatment of alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind; or
14. Injury or Illness caused by or arising from the conditions commonly known as AIDS or HIV or any related Illness or condition including derivatives or variations thereof, howsoever acquired or caused; or
15. any loss caused or contributed to directly or indirectly wholly or partly by:
medical or surgical treatment, services or supplies except as may be necessary solely as a result of an Accident; or
16. the Insured Person participating in any sport as a Professional Player; or
17. the Insured Person engaging in motor cycling (where the engine capacity exceeds 200cc or the cycle is under control of an unlicensed driver), steeple chasing, polo or horseback riding, hunting, bungee jumping, abseiling, white water rafting, hiking (unless accompanied by a recognised guide or on a clearly marked trail), mountaineering, scuba diving (unless licensed and/or accompanied by a qualified instructor), potholing, fighting (except in bona-fide self defence), racing (other than on foot or under sail in in-land waters), speed or endurance racing or practise thereof (other than athletics), or any hazardous pursuits or activities or pastimes, or training for or engaging in contact sports; or
18. the Insured Person's wilful or deliberate exposure to danger (except in an attempt to save human life); or

19. engaging in underground occupational activities or activities requiring the use of explosives; or
20. Injury arising from any Terrorist Act or bomb threat or threat thereof; or
21. the use, release or escape of nuclear materials that directly or indirectly results in ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear weapons materials. For the purpose of this exclusion only combustion will include any self- sustaining process of nuclear fission; or
22. the dispersal or application of pathogenic or poisonous biological or chemical materials.

All exclusions shall apply to:

(a) Any subsequent increase in Benefits from the date of such increase.

Any Insured Person being added to this Policy from the date of his acceptance onto the Policy

CLAIMS CONDITIONS

1. Claims Procedure:

- a) Notice must be given to Us in writing within 365 days of any occurrence which may give rise to a claim under this Policy.
 - b) We will have the right to have a post-mortem examination of the body.
 - c) All certificates, information and evidence required by Us will be furnished in the form prescribed and without expense to Us and must be submitted to Us within 365 days following notification. After 365 days the onus will rest with the claimant to prove that We were not prejudiced in any way as a result of the late notification.
 - d) The Insured Person will submit to medical examination on behalf of and at Our expense as often as will be required in connection with any claim.
 - e) Qualified medical advice will be sought and followed promptly on the occurrence of any Injury and We will not be liable for that part of any claim which in the opinion of Our medical adviser arises from the unreasonable or wilful neglect or failure of You to seek and remain under the care of a qualified Medical Practitioner and to follow medical advice.
2. Should You not pay Your premium on the due date You will have a period, not exceeding 30 days, in which to pay this premium. No compensation will be paid during this period.
 3. No sum payable under this Policy shall carry interest under any circumstances.
 4. We will not be liable to pay any Benefits if the Insured Person does not comply with all Policy obligations.
 5. In the event that the Insured Person dies as a direct result of a road traffic accident of which the cause or the consequence could be a heart attack, We will consider the accident as an Insured Event.
 6. No Insured Person will be entitled to recover Benefits under this Policy exceeding more than 100% of the Compensation in respect of any one Insured Event and upon accrual of the Insured Person's right to such percentages, all further rights of the Insured Person in respect of the Insured Event will cease.
 7. Our liability in respect of any one Insured Person will be limited to the amount stated in the Table of Benefits under Limit any one Life for all Compensation arising out of any one Accident or occurrence.
 8. We will not be liable under this Policy for more than the amount stated in the Table of Benefits under the Accumulation Limit in respect of any one Accident or occurrence or number of Accidents or occurrences arising from one source or cause. In the event of the Accumulation Limit being payable the amount so paid will be proportionately disbursed between the number of Insured Persons entitled to Compensation proportionately to the Benefit due to each of them.
 9. The Insured Person will take all reasonable precautions to prevent Accidents and will comply with all statutory requirements and regulations material to the occurrence of any Accident or Insured Event as a condition precedent to Our liability hereunder.
 10. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to arbitration, in accordance with the statutory provisions in that regard for the time being in force in the Republic of South Africa, and the making of an award will be a condition precedent to any liability for Us to make any payment under this Policy.
 11. All claims arising from criminal incidents are to be supported and accompanied by a certified police report.

PAYMENT OF BENEFITS

This Policy is not assignable and all Benefits under this Policy are payable to You or Your Beneficiary/ies or Your Legal Representative/s. No one other than You will have rights in terms of the Policy against Us. Receipt of the money so paid will be a valid discharge of Our liability under this Policy.

COMPLAINTS AND DISPUTES

We have developed an internal procedure for dispute resolution so that, if at any time Our products or services have not satisfied Your expectations, You can contact Us. Our Complaints and Disputes Department will have Your complaint reviewed by management and You will have a response within 15 working days. We will not be responsible for any expenses incurred if You do not contact Us first. If You are still unhappy You may take Your complaint to the Long-Term Insurance Ombudsman who may be contacted at (021) 657 5000 - Telephone or (021) 674 0951 - Facsimile or Private Bag X45 Claremont 7735.

CANCELLATION/TERMINATION OF POLICY

You may cancel this Policy at any time by giving Us one calendar month's notice in writing. We may cancel this Policy by sending You one calendar month's notice in writing to Your last known address.

This Policy will terminate on the earliest of the following dates:

- (a) On the date the Master Plan is cancelled;
- (b) On the premium date following Your written request for cancellation of this Policy;
- (c) Cover will cease in respect of You or Your Spouse on Your 80th birthday;
- (d) On the date that payment of Benefit is made to You for any Benefit of 100% in the Table of Benefits;
- (e) On the premium due date should the required premium not be paid by You.

FRAUD

The Insured Person will forfeit all Benefits under this Policy if any claim is in any respect fraudulent or intentionally exaggerated and We will cancel this Policy from any date in Our discretion.

LEGAL ACTION

In the event of Us disclaiming liability in respect of any claim and an action or suit being commenced within 12 months after such disclaimer or in the case of arbitration taking place within 12 months after the arbitrator will have made his award, all Benefits under this Policy in respect of such claim will be forfeited.

SCHEDULE OF BENEFITS

INSURED EVENT	SUM INSURED
Death as a result of an Accident	100%
Permanent Total Disablement; Permanent Total Disablement as a result of Accident preventing the Insured Person from engaging in or giving attention to his usual occupation for a period exceeding 24 consecutive months and which will in all probability continue for life	100%
SCHEDULE OF PERMANENT DISABILITY	
Total Blindness in both eyes	100%
Total Blindness in one eyes	50%
Permanent Total Loss of use of both hands or both feet	100%
Permanent Total Loss of use of one hand or one foot	50%
Any One Life Limit	As per policy schedule

SPECIFIC PROVISOS –

1. We shall not be liable to pay any compensation for an Insured Person over 65 year of age unless in active employment at the Date Of Loss Under Permanent Total Disablement.
2. When more that one injury arise from one Accident the Compensation under the Schedule of Permanent Disabilities are added Together but Excluding any 100% Benefit and will not exceed 100%
3. Should the consequences of an Accident be aggravated owing to an Insured Person's existing ailment, infirmity or other abnormal physical or mental condition, determination of the Compensation will be based on the consequences the Accident would have had, had such defects not existed. The foregoing will not apply, however, if such circumstances are a consequence of an earlier Accident to the Insured Person, for which Compensation has been or still has to be paid under this Policy.

4. If the Insured Person's existing ailment, infirmity or other abnormal physical or mental condition is aggravated by an Accident, the Compensation may be claimed equivalent only to a percentage of the amount insured for an Insured Event pro rata to the difference in the degree of ailment, infirmity or other abnormal physical condition before and after the Accident. The degree of ailment, infirmity or other abnormal physical condition before the Accident will be determined in accordance with medical evidence.
5. In the event of an Insured Person dying as a result of natural causes prior to the final disability assessment relating to an Insured Event, We will pay what reasonably would had to be paid for such Insured Event.



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