



**LIBERTY**  
*In it with you*

## LIBERTY GROUP LIMITED

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**Directors:** J H Maree (Chairman), D C Munro\* (Chief Executive), Y Maharaj\* (Financial Director), N Criticos, L N Hartnady, N Y Khan, P Mhlanga, S P Ridley, C L Roskrige, T Skweyiya, Y G H Suleman, J H Sutcliffe<sup>##</sup>, S K Tshabalala, H Walker (\*Executive Director, <sup>##</sup> British Company Secretary: J M Parratt

Liberty Group Limited (Liberty) is a licensed insurer and an Authorised Financial Services Provider (no 2409). Liberty Reg. No. 1957/002788/06

**Customer Services: 0860 555 148**  
**Complaints: 0860 222 989**  
**Sales: 0860 111 737**

## TERMS AND CONDITIONS

Herewith a summary of the terms and conditions agreed to in applying for this product online. Please note that a full and final version of the terms and conditions will be sent to you on approval of your application.

**These are the generic disclosures to be read in conjunction with the product disclosure document.**

### PRODUCT BENEFIT INFORMATION

Your cover will start after you've made your first payment, on your cover start date. As long as you make your payments every month, cover will continue until you claim, you turn 65 or you die, product dependent.

You can apply to change your cover at any time. Changes will be effective from the 1st of the month following the request for change, as long as we have received the adjusted monthly payment. If you have increased your cover, any waiting periods and exclusions will apply to the increased portion, as will any new terms and conditions.

### PROVIDE A NON-REACTIVE HIV TEST

You have 90 days from the cover start date to complete an HIV test through any of our laboratory partners. We will pay for the test and the results are kept completely confidential. If you do not go for the test or if your HIV test is reactive, your cover will be converted to accidental cover only, which means that you are only covered in the event that your claim is due to an accidental cause. If your cover is converted, we will send you a new agreement. The converted cover, including waiting periods and exclusions, will be deemed to have started from the cover start date of the original cover you took out. Your monthly payment may also be adjusted. If you need any assistance in arranging the HIV test, please call us on 0860 555 148.

### ACCIDENTAL CAUSES

We define an accidental event as a sudden and unexpected event occurring at an identifiable place and time, which has a visible, violent and external cause, and results in the disablement or death (product dependent) of the life assured. We reserve the right to request evidence of the accident occurring (for example, SAPS or medical report).

## WHAT YOU NEED TO DO TO REMAIN COVERED

### YOUR EXCLUSIONS

Should you have any exclusions listed on this policy, due to existing medical conditions or medical information shared during the sales process, these will be listed on the first page under your product details. Should your claim event be related to this condition, regardless of whether this is due to natural progression of your condition or exacerbated by any other new or existing injury and/or illness, your claim may not be paid out.

As the insurer, it is not the intention of Liberty to rely on any exclusion to avoid payment of claims. Exclusions are specified to assist the insurer to assess whether the claim was related to a medical condition that was either caused or accelerated by a condition that existed before the start of the risk cover.



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## GENERAL EXCLUSIONS

We will not pay out on any claim if the policy or claim is invalid due to non-disclosure or withholding of information. We won't pay out if your claim is related to you harming yourself on purpose or if you are injured while breaking the law, willfully participating in criminal acts or while intentionally putting yourself in a position where you are exposed to or take part in:

- war, hostile military action or an act of terrorism;
- atomic/nuclear fallout or biological/chemical warfare agents;
- regular participation of hazardous or risky hobbies, sports or activities.

Regular participation is defined as participating in an activity more than once a year, whether part-time, full-time or as part of your occupation.

## ANNUAL INCREASES

Due to a number of factors, including risk factors that may have an impact on the pricing of the product, we may annually adjust monthly payments. We will notify you in advance of any adjustments. However, your monthly payment will increase by 6% each year, for the first five years. The cover payout will not increase.

After the first five years, we may annually adjust monthly payments by more than 6% if the pricing assumptions we used to calculate the monthly payment vary from our expectation of future experience. This includes the following factors:

- Interest rates
- The average age and demographics of the lives assured on the product as a whole
- Claims incidences, lapse rates and renewal costs of providing the policy.

As the insurer, Liberty reserves the right to adjust the benefits payable and the monthly premium of this policy if the following affects this policy or the Liberty Group:

- Any change to or new legislation or regulation (including tax legislation or regulation)
- The legal interpretation or understanding of any change to or new legislation or regulation (including tax legislation or regulation)

We will let you know about any change at least 31 days before it happens.

## YOUR OBLIGATIONS

### CHECK YOUR ANSWERS TO THE MEDICAL AND LIFESTYLE QUESTIONS

The medical and lifestyle questions you answered when you took out the product are the basis for this policy. If the answers were not accurate, this could result in a claim not being paid.

To avoid this situation, the questions, and the answers that we received from you are included in the first few pages of this document. Please review these and make sure that all the answers are accurate. Contact us immediately on 0860 555 148 if you find any errors.

All calls are recorded to ensure that we have a complete record of our conversations. A copy of the call can be made available on request. It is imperative that all information given is honest and factual, as the answers that you give during the call will be verified in the event of a claim and any errors could result in an unsuccessful claim.



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## CONTINUE MAKING PAYMENTS

You need to ensure that there is money in your chosen bank account on the debit order date of every month. If the debit order on your account fails, you run the risk of not being covered. If you have missed a payment, please call us to inform us of this. We may attempt another debit but if we have not received a monthly payment, we won't provide cover for that month. If your next payment is also missed, your cover will be cancelled.

Should you experience any potential payment problems, call 0860 555 148 for alternative options. If your bank details change, please call us as soon as possible to update them.

## TELL US ABOUT CHANGES TO YOUR LIFESTYLE OR OCCUPATION

Any changes to your lifestyle (not your health) could affect this cover. Let us know if any of the following changes:

- Your smoking habits
- Your participation in any risky sports or activities
- Your occupation
- If you intend to spend more than 30 consecutive days outside South Africa in one of the following regions: the Middle East, Asia, South or Central America or in the rest of Africa.

After being informed of any of these changes, we may adjust the agreed payout and monthly payments or not be able to provide cover. However, if you don't let us know, any future claims could be affected or even refused.

## CHANGING YOUR COVER

If you apply to increase or decrease your cover, changes will be effective once we successfully collect the first adjusted monthly payment. If you have increased your cover, waiting periods and exclusions will apply to the increased portion, as will any new terms and conditions. To request a change, contact our Customer Service team.

## TO CLAIM, COMPLAIN OR CANCEL

### CUSTOMER SERVICES

Should you need to make any changes to or to ask any questions on the policy, please contact us on:

Call: 0860 555 148  
Email: [directservice@liberty.co.za](mailto:directservice@liberty.co.za)  
Address: PO Box 3034, Cape Town, 8000

### COMPLAINTS

If at any point you are unhappy with our financial services or products, first give us the opportunity to resolve the matter as quickly as possible by using the following contact details:

Call: 0860 222 989  
Email: [directfeedback@liberty.co.za](mailto:directfeedback@liberty.co.za)  
Address: PO Box 3034, Cape Town, 8000



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## COMPLIANCE

### Compliance Department for direct products sold by Liberty:

If you are not satisfied with the result of the complaint resolution or have a compliance-related query, please use the following contact details:

FAIS Approved Compliance Officer: Thacia Chetty  
Call: 011 408 4360  
Email: [group.compliance@liberty.co.za](mailto:group.compliance@liberty.co.za)  
Address: PO Box 3034, Cape Town, 8000

Should you still be dissatisfied with the outcome, or feel your complaint is not resolved satisfactorily, you can escalate your complaint about our services to the FAIS Ombud and complaints about our products to the Ombudsman for Long-term Insurance or the Financial Conduct Sector Authority. This can be done 6 weeks after lodging the complaint with us and must be within 6 months of the issue remaining unresolved:

#### SERVICES:

##### Office of the FAIS Ombud

Call: 012 762 5000  
or 012 470 9080  
Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Web: [www.faisombud.co.za](http://www.faisombud.co.za)  
Fax: 012 348 3447  
012 470 9097  
or 0860 764 1422  
Postal Address: PO Box 74571, Lynnwood Ridge,  
0040  
Physical Address: Kasteelpark, Orange Building,  
2nd Floor, 546 Jochemus Street,  
Erasmusklouf, Pretoria

#### PRODUCTS:

##### Ombudsman for Long-term Insurance

Call: 021 657 5000  
0860 103 236  
Email: [info@ombud.co.za](mailto:info@ombud.co.za)  
Web: [www.ombud.co.za](http://www.ombud.co.za)  
Fax: 021 674 0951  
Postal Address: Private Bag x45, Claremont, 7735  
Physical Address: Third Floor, Sunclare Building,  
21 Dreyer Street, Claremont,  
Cape Town, 7700

##### The Financial Sector Conduct Authority

Call: 012 428 8000  
0800 203 722  
Email: [info@fsca.co.za](mailto:info@fsca.co.za)  
or [complaints@fsca.co.za](mailto:complaints@fsca.co.za)  
Fax: 012 346 6941  
Address: PO Box 35655, Menlo Park, 0102

## CLAIMS

In the event that a claim needs to be submitted, use the following contact details:

Call: 0860 222 678  
Email: [directclaim@liberty.co.za](mailto:directclaim@liberty.co.za)

A claims agent will assist you through the claims process and request all the information that is necessary to assess the claim efficiently. This includes verifying information that we have on record as well as any information received at claims stage.

## IMPORTANT CLAIM TIME LIMITS

It is important that we are informed about the event that leads to the claim within 90 (ninety) days of it happening. The claim may be declined if we are not informed in time.



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## **DISPUTED CLAIMS**

Should you wish to dispute the claim decision, please do so within 90 days of receiving a formal communication about the outcome of the claim. You must submit the reasons for the dispute in writing for it to be re-assessed. If you would like to institute legal proceedings, it must be done within 3 years from the date of receiving a formal communication of the claim outcome. If you do not institute proceedings with this timeframe your claim will legally prescribe.

## **FRAUDULENT ACTIVITY**

In terms of the Financial Intelligence Centre Act, 2001 a FSP is obliged to report on any suspicious and unusual transaction that may facilitate money laundering. If any activity under this policy involves fraud, misrepresentation or false information, the agreement may be cancelled. In this case, no claims will be paid out and no monthly payments will be refunded.

## **UNPAID OR UNCLAIMED PAYOUT AMOUNTS**

It is your responsibility to make sure that we always have up-to-date contact information for you and/or for any beneficiaries listed in this policy. If we become aware that there are benefits due to be made under this policy, we will always first try the last contact details provided to us. If we are not able to make contact, we have to take reasonable steps to resolve this and may have to appoint external tracing agents. This agreement permits us to give the tracing agents access to personal information. Please also note that a tracing and management fee may be deducted from the payout amount. We will pay interest, if applicable.

## **MISREPRESENTATION OR MISINFORMATION**

Benefits will only become due and payable once all claim requirements have been met and we are satisfied that the claim is valid. A claim will be regarded as invalid due to misrepresentation or misinformation if:

- false information was provided when the policy was applied for.
- we become aware that material information was withheld from or not disclosed when the policy was applied for; or
- false information is supplied when the benefits are claimed.

In such cases, we reserve the right to cancel the policy in its entirety. If we decide to cancel the policy, we may refund any premiums you have already paid less any expenses related to the cover you have enjoyed up until the cancellation of the policy.

## **CESSIONS**

This cover may not be ceded or transferred to a third party as security for a debt or for any other reason.

## **COOLING-OFF PERIOD**

You are entitled to a 31-day period to cool off, in which you can cancel or change this policy. Any cancellation or change request must be sent in writing within 31 days of receiving the policy document. The policy document is considered to have been received 10 days after the date that the policy was issued.

To cancel or change your policy during the cooling-off period, please contact us in writing at:

Email: [directservice@liberty.co.za](mailto:directservice@liberty.co.za)  
Address: PO Box 3034, Cape Town, 8000



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After receiving a change request, and subject to any law, we may change the policy in line with the requested change. If we are not able to, we will inform you that no change can be made to the policy. If we receive a request to cancel the policy, we will refund any premiums you have already paid less any expenses related to the cover you have enjoyed up until the cancellation of the policy.

By choosing not to cool off during this 31-day window, we accept this as indication that you have reviewed your policy agreement and accept the terms and conditions.

## **CANCELLATION OF THIS POLICY AGREEMENT**

You can cancel this policy at any time by sending us a cancellation request in writing, e.g. by email or letter.

Email: [directservice@liberty.co.za](mailto:directservice@liberty.co.za)  
Address: PO Box 3034, Cape Town, 8000

Once we have acknowledged receipt of the cancellation request, the policy will come to an end on the next expected and agreed debit order date and no cover will be provided after that date. If this policy agreement is cancelled, you may have to apply for a new policy.

We will provide you with a 31 days' notice should the insurer (Liberty) wish to cancel this policy.

The policy will also come to an end in the event of your death.

## **FORCE MAJEURE**

Force Majeure refers to circumstances beyond our reasonable control, such as an act of God, acts of the State or Government, exceptional weather conditions, total national electricity failures, war or war-like activities or serious delays in public transport that may prevent us from carrying out our obligations under this agreement. In the event of a force majeure this agreement will be suspended until we can deliver on our obligations. We will, if possible, notify you of the suspension and the estimated duration of the suspension. We will not be liable for any damages caused as a result of the suspension.

## **CONFIDENTIALITY AND SHARING OF INFORMATION**

As agreed, personal information will be stored, processed and only used by our partners. This may include the exchange of information regarding the payment history of the person who is responsible for the monthly payments. Please note that for risk management purposes we may exchange claim information with other insurers. Where you provided personal information of a third party, e.g., your beneficiaries, you confirm that you provided the information with due permission.

You have agreed that this authority applies for as long as is required and potentially after your death. This includes the collection of any personal, medical, financial, policy and product information, credit and other potentially relevant information about you directly from you and other external sources (including specifically your medical scheme, medical practitioners, credit bureaus and/or pathology laboratory). This includes authorisation to send information to external parties to obtain relevant information from these parties directly to us.



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## HOW LIBERTY PROCESSES YOUR PERSONAL INFORMATION

We need to collect and process some of your personal information in terms of various laws and to provide products and services to you.

- We process and share this information internally and externally only as required in order to: continually assess risks; service your product; consider claims; provide services and products to you; meet our responsibilities to you; follow your instructions; inform you of new services and products; make sure our business suits your needs; monitor and analyse your conduct for quality control, fraud, compliance and other risk-related purposes; for security, administrative and legal purposes; carry out statistical, research and other analyses to identify potential market trends and develop new products and services; and comply with applicable regulations. This Personal Information may also be used for any other product proposal.
- Liberty may conduct any necessary medical and blood testing or examination, if relevant to the Policy.
- We have a duty to take all reasonable steps to ensure your personal information is complete, accurate, not misleading and updated on a regular basis. To do this, we will always try to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third-party data sources.
- To further process information through the Financial Services Exchange (Pty) Ltd, trading as Astute, and through such registers and databases maintained by or on behalf of the Association for Savings and Investment SA, Credit Bureaus, as well as other insurers in order to save costs and combat fraud.

We undertake to:

- Only process Personal Information as permitted by law.
- Keep the Policyholder's Personal Information confidential, secure and only for as long as required or prescribed.

Please note:

- You are entitled at any time to request access to, update or rectify your Personal Information that Liberty processes.
- You have the right to be notified when your Personal Information has been compromised.

Should you believe that we have utilised your personal information contrary to applicable law, you will first resolve any concerns with us. If you are not satisfied with such process, you have the right to lodge a complaint with the information regulator.

## CONFIRMATION THAT ALL INFORMATION IS CORRECT

You guarantee that all information you provided at any time is complete and true. Information that affects our decision to provide benefits is known as material information. Where any material information, including your personal information, is not fully disclosed or is found to be untrue, we may decide to cancel the policy and/or not to pay any claims or benefits. We rely on the information that you have provided to determine premiums and benefits.

## CONSENT TO DEBIT BANK ACCOUNT

You consent to the debiting of your bank account, if any regular premium needs to be recovered from your bank account. Should your bank details change at any time, you undertake to notify us of such change.

## REVIEWING THE ADEQUACY OF YOUR POLICY

You are responsible to ensure that you regularly monitor your policy to ensure it remains adequate to meet your financial needs and that the cover remains appropriate.



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## UNDERWRITER

Liberty Group Limited is a licenced insurer.

### **Liberty Group Limited ("Liberty")**

Address: 1 Ameshoff Street, Braamfontein, 2001 or  
PO Box 10499, Johannesburg, 2000  
Telephone: 0860 456 789

Liberty's direct long-term insurance products are distributed and administered by Frank Financial Services (Pty) Limited, an authorised financial services provider with **FSP no: 40948**, in terms of a binder agreement for which they receive a binder fee, of approximately 3.5%.

## ADMINISTRATOR (BINDER HOLDER)

### **Frank Financial Services t/a Frank.net**

Address: PO Box 3034, Cape Town, 8000  
Email: [directservice@liberty.co.za](mailto:directservice@liberty.co.za)  
Telephone: 0860 555 148

Frank Financial Services does not offer advice, we provide relevant product information so you can make an informed decision.

## PROFESSIONAL INDEMNITY INSURANCE

As required by law we hold professional indemnity insurance cover.

## CONFLICTS OF INTEREST

In accordance with the FSP's Conflicts of Interest Management Policy a high priority is placed on a client's interest. If a conflict of interest situation cannot be avoided, the FSP will manage this conflict equitably and in the client's best interest as an integral part of the FSP's ethos. The FSP maintains an active Conflicts of Interest Management Policy which is available on request and available on our website.

## WAIVER OF RIGHTS

You are hereby advised that no representative of the FSP or any other person may ask you, nor in any way induce you, to waive any right or benefit conferred on you by or in terms of any provision of the FAIS Act.





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## REPRESENTATIVES, FAIS STATUS AND PRODUCTS

We act as a direct marketer under the FAIS Act and offer scripted intermediary services to our clients. We take responsibility for the actions of our representatives as some of them are working under supervision. We are registered to provide services in the product categories listed in the table that follows:

	Category and subcategory	Scripted intermediary services
1	CATEGORY I	
1.1	Long-term Insurance: subcategory A	x
1.2	Short-term Insurance Personal Lines	x
1.3	Long-term Insurance subcategory B1	x
1.20	Long-term Insurance subcategory B2	x
1.21	Long-term Insurance subcategory B2-A	x
1.22	Long-term Insurance subcategory B1-A	x
1.23	Short-term Insurance Personal Lines A1	x

## ABOUT THE CURRENCY AND LAWS THAT APPLY TO THIS AGREEMENT

This policy agreement is subject to South African law and all payments and payouts will be in Rands from and to a South African bank account. In the event that the law or the interpretation thereof changes, we may change the terms of this policy. We will notify you of any such changes.