

Treating Clients **Fairly**



# T100 Estate Plan **Policy Terms and Conditions**



## T100 Estate Plan Policy Terms and Conditions

### IMPORTANT

The Policy is a legal contract between the Policyholder and Guardrisk Life International Limited (the Company).

The Policy, defined by its unique number, is issued on the basis of a proposal and declaration accepted by the Company. It comprises these Policy Terms and Conditions, the Policy Schedule and any attaching Policy exclusions, together with any endorsements issued by the Company.

The Company will, in return for the receipt of the Selected Premium on each Due Date and, in the event of a claim event occurring for a Life Assured, pay the applicable Protection Benefit shown in the Policy Schedule to the person or persons entitled to receive such payment, subject to these Terms and Conditions.

With the exception of those circumstances described in Clause 18, any fraud, concealment, or deliberate misstatement of fact by a Life Assured will render the Policy null and void.

**These Terms and Conditions apply to all policies issued after 21 March 2019.**

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## 1. TERMS AND INTERPRETATION

1.1 In these Policy Terms and Conditions, these selected Terms shall be interpreted as follows, unless inconsistent with the context:

**Accidental Death Benefit**, if applicable to the Policy, means the Sum Assured as shown in the Policy Schedule which becomes payable where the death of a Life Assured is caused by an accident.

**Accelerated Premium** means a greater than standard premium value payable for a defined period, after which guaranteed Death Benefit cover remains in place, with no further premiums due. If selected, the accelerated premium value and defined period duration shall be shown in the Policy Schedule.

**Death Benefit** means the Sum Assured as shown in the Policy Schedule which becomes payable upon the death of a Life Assured.

**Due Date** means each monthly, quarterly, semi-annual or annual recurrence of the Start Date, as shown in the Policy Schedule, on which the Selected Premium must be paid.

**Joint Life First Death** means the Policy covers 2 lives, and that the Protection Benefit is paid out on the death of the first of those 2 lives.

**Joint Life Second Death** means the Policy covers 2 lives, and that the Protection Benefit is paid out on the death of the second of those 2 lives.

**Life Assured** means the person or persons shown in the Policy Schedule upon whose death the Death Benefit becomes payable. Where the Policy is a Joint Life First Death Policy, Life Assured always means the first life to die, and where the Policy is a Joint Life Second Death Policy, Life Assured always means the second life to die.

**Minimum Premium** means USD 50 (or GBP or EUR equivalent).

**Minimum Sum Assured** means USD 50,000 (or GBP or EUR equivalent).

**Policy** means the legal contract between the Policyholder and the Company, comprising the Policy Schedule, these Terms and Conditions and any attaching Policy exclusions, together with any endorsements issued by the Company.

**Policyholder** means the owner or owners of this Policy as shown in the Policy Schedule.

**Policy Term** means the entire lifetime of the Life Assured, commencing from the Start Date.

**Protection Benefit** means the Death Benefit and, if applicable to the Policy, the Accidental Death Benefit and/or the Waiver of Premium Benefit as shown in the Policy Schedule and which is in effect on the life of a Life Assured.

**Selected Premium** means the monthly, quarterly, semi-annual or annual premium as shown in the Policy Schedule which must be paid on each Due Date throughout the Policy Term.

**Single Life** means the Policy covers the life of one person only, and the Protection Benefit is in effect on the life of that person.

**Start Date** means the date from which the Company assumes risk for the Protection Benefit provided in the Policy and the date from which the Selected Premium becomes payable.

**Sum Assured** is the monetary value which the Company shall pay for each applicable Protection Benefit as shown in the Policy Schedule, subject to the Terms and Conditions governing each Protection Benefit.

1.2 In these Policy Terms and Conditions, references to the singular include the plural, and vice versa. References to a gender include every gender, unless inconsistent with the context.

1.3 Headings and text formatting in these Policy Terms and Conditions are for emphasis only and shall not affect interpretation.

## 2. GUARANTEED PREMIUM

2.1 After the Start Date of the Policy, the Selected Premium as shown in the Policy Schedule is guaranteed for the entire Policy Term.

## 3. GUARANTEED COVER

Subject only to the exclusions listed in Clauses 8, 11 and 14, and the circumstances described in Clauses 18, 24 and 26, the Death Benefit as shown in the Policy Schedule is guaranteed for the entire Policy Term; the Accidental Death Benefit is guaranteed for the Accidental Death Benefit period of cover and the Waiver of Premium is guaranteed for the Waiver of Premium period of cover.

## 4. POLICY PERIOD OF COVER

4.1 The Policy, and therefore the Death Benefit, starts on the Start Date and has no expiry.

If applicable to the policy, the Accidental Death Benefit and/or Waiver of Premium Benefit shall each expire as described in Clauses 12.1 and 15.1 respectively.

4.2 The Policy shall terminate on the payment of the full Death Benefit as shown in the Policy Schedule.

4.3 The Policy shall terminate earlier for one of the following reasons:

4.3.1 the Selected Premium remains unpaid for more than 90 days after the Due Date;

4.3.2 the Policyholder cancels the Policy in writing; or

4.3.3 the Company exercises its right to cancel the Policy.



## 5. PREMIUMS

- 5.1 A Premium payment shall not be regarded as paid until it has been received by the Company.
- 5.2 The Selected Premium must be paid on or before the Due Date. It must be paid in the policy currency, be of an amount which meets or exceeds the Selected Premium value, be paid by a method acceptable to the Company, and must be in accordance with the Policy premium frequency.
- 5.3 The Company shall continue to provide cover if the Selected Premium remains unpaid for a period of up to 90 days.
- 5.4 If the Protection Benefit becomes payable, any premiums which are due but remain unpaid shall be deducted by the Company from the Protection Benefit before it is paid.
- 5.5 If the Selected Premium remains unpaid for more than 90 days after the Due Date then, at the Company's discretion, the Policy will be cancelled, the Protection Benefit will end without payment and the Company will not return any premiums already paid.
- 5.6 The Company may, at its absolute discretion, agree to reinstate a cancelled Policy.

Such reinstatement will be subject to payment of all unpaid premiums and any applicable charges, as well as Terms and Conditions determined by the Company at that time.

## 6. ACCELERATED PREMIUM OPTION

- 6.1 Subject to the Life Assured being younger than 55 years old at the Start Date, the Policyholder may elect, at application, to apply for the Accelerated Premium Option.
- 6.2 The Accelerated Premium option may only be selected prior to the Start Date.
- 6.3 If selected, the Accelerated Premium value and payment term shall be defined in the Policy Schedule and the Accelerated Premium value shall be subject to the same guarantee as defined in Clause 2.
- 6.4 The Policyholder may select an Accelerated Premium payment term of either 10 years or 20 years or which ends on the Policy Anniversary immediately preceding the Life Assured's 65th birthday which, for Joint Life policies, shall always be the 65th birthday of the younger Life Assured.
- 6.5 Subject to the Company having received the total of all Premiums, at the Accelerated Premium value over the Accelerated Premium payment term, as shown on the Policy Schedule, no further premiums will be due, and the Death Benefit shall remain in force for the entire Policy Term, subject to the same guarantee defined in Clause 3.

## 7. DEATH BENEFIT

- 7.1 With the exception of those exclusions described in Clause 8, the Death Benefit is payable upon the death of a Life Assured by any cause; provided such death occurs after the Start Date and that the Policy is in force at the time of death.
- 7.2 The amount payable on the death of a Life Assured will be the Death Benefit Sum Assured as shown in the Policy Schedule.
- 7.3 If death results from suicide, while sane or insane, within 2 years of the Start Date, or the date of reinstatement of a previously lapsed or cancelled Policy, the Death Benefit shall be limited to a refund of the Selected Premiums paid from the Start Date or the date of reinstatement.
- 7.4 The entire Policy will terminate upon payment of the Death Benefit.

## 8. DEATH BENEFIT EXCLUSIONS

The Death Benefit shall not be paid if the death of a Life Assured results directly or indirectly from any of the following events or circumstances:

- 8.1 Active participation by a Life Assured in any war whether declared or not, civil war, insurrection, riot, terrorist act, mutiny, piracy, civil commotion or other acts of violence originating from any political or civil unrest.
- 8.2 Committing or trying to commit an assault.
- 8.3 Participation in any act which would be deemed a criminal offence, whether convicted or not.

## 9. TERMINAL ILLNESS ACCELERATOR

In the event that a Life Assured is diagnosed with an advanced, or rapidly progressing, and incurable medical illness such that, in the opinion of any medical expert retained by the Company, the Life Assured is deemed to have less than 10 months to live; then the Death Benefit will be payable, and the Policy will terminate thereafter.

## 10. ACCIDENTAL DEATH BENEFIT

- 10.1 Accidental Death Benefit is an optional rider benefit which may be included on a Single Life Policy at the Start Date and provides for cover, which is additional to the Death Benefit, in the event of an Accidental Death. This benefit is subject to an additional premium.
- 10.2 With the exception of those exclusions described in Clause 11, and if applicable to the Policy, the amount payable on the Accidental Death of a Life Assured will be the Accidental Death Benefit Sum Assured shown in the Policy Schedule.
- 10.3 Accidental Death means:
- 10.3.1 death occurs as a direct or indirect result of bodily injury caused, independently of all other causes, by an external and violent accident; and
- 10.3.2 such accident has been witnessed by another independent person from whom the Company can obtain a statement; and
- 10.3.3 death must occur within 90 days of such accident.





## 11. ACCIDENTAL DEATH BENEFIT EXCLUSIONS

The Accidental Death Benefit shall not be paid if the death of a Life Assured results directly or indirectly from any of the following events or circumstances:

- 11.1 Intentional self-inflicted injuries, including suicide, while sane or insane.
- 11.2 Active participation by a Life Assured in any war, whether declared or not, civil war, insurrection, riot, terrorist act, mutiny, piracy, civil commotion or other acts of violence originating from any political or civil unrest.
- 11.3 Committing or trying to commit an assault.
- 11.4 Participation in any act which would be deemed a criminal offence, whether convicted or not.

## 12. ACCIDENTAL DEATH BENEFIT PERIOD OF COVER

- 12.1 Accidental Death Benefit cover, if applicable to the Policy, commences on the Start Date and terminates on the Policy Anniversary immediately preceding a Life Assured's 70th birthday.
- 12.2 Cover will terminate earlier for one of the following reasons:
  - 12.2.1 the death of a Life Assured;
  - 12.2.2 the Selected Premium remains unpaid for more than 90 days after the Due Date;
  - 12.2.3 the Policyholder cancels the Policy or this Protection Benefit in writing; or
  - 12.2.4 the Company exercises its right to cancel the Policy.

## 13. WAIVER OF PREMIUM BENEFIT

- 13.1 Waiver of Premium Benefit is an optional rider benefit which may be included on a Single Life Policy at the Start Date and provides for the Company to waive the Policyholder's obligation to pay premiums should a Life Assured be unable to earn an income from their selected occupation due to an illness or injury. This benefit is subject to an additional premium.
- 13.2 If this benefit is applicable to the Policy, the Company shall waive the Selected Premiums due under the Policy for an initial period of 18 months. This circumstance shall be deemed to have occurred if a Life Assured is unable to carry out his or her own occupation due to total disability caused by bodily injury, illness or physical or mental infirmity for a continuous period of 6 months prior to the Policy Anniversary immediately preceding his or her 60th birthday.
- 13.3 The Company shall continue to waive the Selected Premiums due under the Policy until this benefit terminates, if the Life Assured is unable to carry out any gainful occupation for which he or she is reasonably suited by training, education or experience.

This circumstance may be due to permanent disability caused by bodily injury, illness or physical or mental infirmity.

- 13.4 The Policyholder shall give notice to the Company of such total disability within 12 months of its occurrence.

Should the notice be received by the Company after such a 12 month period, then the waiver outlined above shall commence from the date 6 months prior to the receipt of notice by the Company.

- 13.5 The Waiver of Premium Benefit shall cease to apply if the following two conditions are not met:
  - 13.5.1 The Company shall require satisfactory continuing disability at such reasonable intervals as the Company may deem necessary. The Policyholder shall, at his or her own cost, supply such evidence in a form as the Company may reasonably require, which will include medical certificates.
  - 13.5.2 The Life Assured shall submit to a medical examination at such reasonable intervals as the Company may require, and with such medical practitioner as the Company may decide.

## 14. WAIVER OF PREMIUM BENEFIT EXCLUSIONS

The Waiver of Premium Benefit shall not apply if the disability results directly or indirectly from any of the following events or circumstances:

- 14.1 Intentional self-inflicted injuries, or attempted suicide, while sane or insane.
- 14.2 Active participation by a Life Assured in any war, whether declared or not, civil war, insurrection, riot, terrorist act, mutiny, piracy, civil commotion or other acts of violence originating from any political or civil unrest.
- 14.3 Committing or trying to commit an assault.
- 14.4 Participation in any act which would be deemed a criminal offence, whether convicted or not.
- 14.5 Pregnancy, childbirth or termination of pregnancy, unless total disability continues for more than 12 months after the date of the termination of the pregnancy.
- 14.6 Failure to seek or follow proper medical advice.

## 15. WAIVER OF PREMIUM BENEFIT PERIOD OF COVER

- 15.1 Waiver of Premium Benefit cover, if applicable to the Policy, commences on the Start Date and terminates on the Policy Anniversary immediately preceding a Life Assured's 60th birthday.
- 15.2 Cover will terminate earlier for the following reasons:
  - 15.2.1 the death of a Life Assured;
  - 15.2.2 the end of the disability;
  - 15.2.3 the Policyholder cancels the Policy or this Protection Benefit in writing;
  - 15.2.4 other than when waived, Selected Premiums remain unpaid for more than 90 days after the Due Date; or
  - 15.2.5 the Company exercises its right to cancel the Policy.



## 16. VARIATION OF SUM ASSURED

- 16.1 At any time, the Policyholder may request a decrease in the Sum Assured provided that:
- 16.1.1 The resulting Selected Premium is not lower than the Minimum Premium, and that
- 16.1.2 The revised Sum Assured after the decrease is not lower than the Minimum Sum Assured.
- 16.2 At any time the Policyholder may apply for an increase in the Sum Assured provided that:
- 16.2.1 The additional Sum Assured is not lower than the Minimum Sum Assured, and that
- 16.2.2 The revised total Sum Assured does not exceed the maximum Sum Assured.

## 17. AGE 100

If a Life Assured survives to the Policy Anniversary immediately preceding their 100th birthday, no further Selected Premiums will be due. Thereafter, the Policy shall remain in force and the Sum Assured shall be payable on the eventual death of the Life Assured.

## 18. MISSTATEMENT OF FACT AT APPLICATION

Any misstatement of, or failure to disclose, material facts in respect of the proposal for the Policy shall entitle the Company to retrospectively either adjust the Selected Premium level or the Protection Benefit, as may be appropriate in the circumstances, or to cancel the Policy at its entire discretion.

The treatment of misstatement of fact in the following specific circumstances shall be as follows:

- 18.1 If the date of birth of a Life Assured is found to be different to the date stated in the proposal for the Policy, any benefits payable will be recalculated by the Company.

Such calculation will be based on the level of Selected Premium applicable to the correct date of birth, reducing the Protection Benefit if the age of the Life Assured was understated, or refunding excess premiums if overstated.

- 18.2 If a Life Assured misstates their smoking status as being a non-smoker, and it is determined that at the Start Date they were a smoker, the benefits payable will be recalculated by the Company.

Such calculation will be based on the level of Selected Premium which would have applied to a smoker at the Start Date.

## 19. BENEFICIARY APPOINTMENT

- 19.1 At any time prior to the death of a Life Assured, the Policyholder may appoint, or having made such an appointment, the Policyholder may also make subsequent appointments of any third party or parties as beneficiary or beneficiaries to the Protection Benefit.

- 19.2 Only a primary class of beneficiary or beneficiaries may be appointed. Beneficiaries shall share equally in any Protection Benefit payable to them, unless a designation from the Policyholder states otherwise.

- 19.3 Such appointment of a third party or parties as beneficiary or beneficiaries shall only be accepted by the Company on receipt of a completed Beneficiary Appointment Form, which is available on request.

- 19.4 At any time prior to the death of a Life Assured, the Policyholder may revoke any appointment of a third party or parties as beneficiary or beneficiaries to the Protection Benefit.

- 19.5 Where the Policy is owned in joint names, beneficiary appointment and/or notice of revocation of any beneficiary will not be valid unless signed by all Policyholders.

- 19.6 The appointment of a third party as beneficiary or beneficiaries shall not in any way affect the Policyholder's ability to assign, surrender or otherwise dispose of the Policy prior to the death of a Life Assured.

- 19.7 Without prejudice to the rights of the Policyholder to revoke an appointment of beneficiary, the death of a beneficiary prior to the death of a Life Assured shall itself not constitute a revocation of appointment.

Furthermore, it shall not affect the entitlement of the beneficiary's successors to the Protection Benefit.

- 19.8 In the event the Life Assured is also the Policyholder and the Policyholder has established a Will or Testament which conflicts with the appointment of a beneficiary or beneficiaries, the Company shall follow the instructions of the Executor of the Policyholder's estate.

## 20. CLAIMS AND NOTIFICATIONS

In the event of a claim event occurring, notification of such event and the applicable claims documentation must be submitted to the Company within the periods specified, failing which the company reserves the right to reject the claim.

- 20.1 **Death Benefit**  
Claim notification must be made with 12 months of the date of death and the following documentation must be provided

- 20.1.1 A completed Death Claim Form.  
20.1.2 Certified copy of the official Death Certificate.  
20.1.3 Certified copy of the Deceased's current Passport.  
20.1.4 The original Policy Document and Schedule.  
20.1.5 A detailed Medical Report (if applicable).  
20.1.6 Any other documents which the company may require.

- 20.3 **Waiver of Premium Benefit**  
Claim notification must be made with 12 months of a Life Assured meeting the claim requirements of the Waiver of Premium Benefit and the following documentation must be provided

- 20.3.1 A completed Disability Claim Form.  
20.3.2 Certified copy of the Life Assured's current Passport.  
20.3.3 The original Policy Document and Schedule.  
20.3.4 A detailed Medical Report.  
20.3.5 Any other documents which the company may require.



## 21. PAYMENT OF A CLAIM

- 21.1 The applicable Protection Benefit will be paid once the Company is satisfied that all claim requirements have been met and that the claim is valid.
- 21.2 The applicable Protection Benefit shall be paid in the currency specified in the Policy Schedule and will be net of any bank transaction or legal costs incurred.
- 21.3 A claim for the applicable Protection Benefit will be paid on the signed instructions of:
- 21.3.1 the Policyholder where a sole Policyholder;
  - 21.3.2 Both joint Policyholders, or their survivor(s);
  - 21.3.3 The Policyholder's legal representatives; or
  - 21.3.4 Any person to whom the Policy has been legally assigned.
- 21.4 Unless the Policy has been legally assigned, a claim for the Death Benefit will be paid to:
- 21.4.1 any beneficiary or beneficiaries alive when a Life Assured dies; or
  - 21.4.2 if no beneficiary has been appointed or is alive when the Life Assured dies, and the Policy has not been assigned, the Policyholder, or the Policyholder's estate, will be the beneficiary.
- 21.5 As described in Clause 19.7, if a beneficiary has died prior to the Life Assured, that beneficiary's successors will be considered beneficiaries.
- 21.6 As noted in Clause 19.8, in the event the Life Assured is also the Policyholder and the Policyholder has established a Will or Testament which conflicts with the appointment of a beneficiary or beneficiaries, the Company shall follow the instructions of the Executor of the Policyholder's estate.

## 22. DELAY IN PAYMENT OF A CLAIM

- 22.1 The Company will pay interest, calculated for the period from the date of notification of the claim to the date of payment.
- 22.2 The interest rate will be based on Central Bank interest rates applicable to the Policy currency at the time.
- 22.3 Interest payments will be net of any withholding tax applicable under legislation at the time.
- 22.4 The Company will not be liable for any compensation for loss caused by events beyond its control, including loss caused by any delay in carrying out its obligations as a result of restrictions imposed on the Company by law or regulation.

## 23. ASSIGNMENT

- 23.1 Notices of assignment must be given in writing to and received by the Company at its Head Office:

Guardrisk Life International Limited  
Ground Floor  
Tower A  
1 Cybercity Ebene  
Mauritius

- 23.2 This Policy cannot be assigned to persons under the age of 18, and the Company is under no obligation to take notice of any purported assignment to any person under the age of 18.

## 24. RIGHT TO CANCEL

- 24.1 The Policyholder has the right to cancel the Policy at any time, and for any reason. Written notice of instruction to cancel the Policy should be sent to the Company at its Head Office.

- 24.2 With the exception of those circumstances described in Clause 18, the Company has the right to cancel the Policy if it is discovered at any time that information provided by, or on behalf of a Policyholder or a Life Assured is untrue, inaccurate or incomplete.

- 24.3 The information referred to in Clause 24.2 means all information given to the Company, either at its request, or at the request of a medical practitioner acting on behalf of the Company.

The period is deemed to be up to the Start Date of the Policy. The information is that which affects the Company's decision to provide cover or affects the terms of cover.

- 24.4 The Company's right to cancel the Policy under Clauses 24.2 and 24.3 applies even if the information which is found to be untrue, inaccurate or incomplete is not connected to the cause of a claim.

- 24.5 The Company also has the right to cancel the Policy if it is discovered that a Policyholder or a Life Assured has failed to disclose to the Company any changes in the health or circumstances of a Life Assured which

- 24.5.1 happened after the date of proposal but before the Start Date;

- 24.5.2 would have resulted in the information referred to in Clause 24.3 being different if disclosed prior to the Start Date; and

- 24.5.3 would have affected the Company's decision to provide cover or affected the terms of cover.

- 24.6 The changes referred to in Clause 24.5 include a Life Assured failing to fully disclose:

- 24.6.1 Having or expecting to have a doctor, hospital or clinic consultation, treatment as an in-patient or outpatient, or a blood test for any reason;

- 24.6.2 Having a symptom of any type that they have been asked about in the application;

- 24.6.3 Taking up any hazardous sport or pastime, or intending to do so;

- 24.6.4 Working or travelling outside their normal country of residence in the course of carrying out their normal occupation, or intending to do so; or

- 24.6.5 Changing or intending to change country of residence, and

- 24.6.6 Changes in their family history; or

- 24.6.7 changes in their occupation or the duties of that occupation.



24.7 The Company's right to cancel the Policy under Clauses 24.5 and 24.6 applies even if the undisclosed information or change is not connected to the cause of a claim.

24.8 If the Policy is cancelled as a result of circumstances described in Clauses 24.2, 24.3, 24.5 and 24.6, then no Protection Benefit will be payable.

## 25. COOLING OFF PERIOD

Within 30 days of the Start Date of the Policy, the Policyholder has the right to notify the Company of a change of mind and cancel the Policy with a refund of premiums paid.

If such a request to cancel the Policy is received by the Company within this cooling off period, all premiums received will be returned to the premium payer net of any medical examination expenses incurred by the company in assessing the health of the Life Assured.

## 26. CHANGES TO TERMS AND CONDITIONS

The Company may make changes to these Policy Terms and Conditions to reflect any changes in taxation, insurance or other legislation affecting the Company's obligations under the Policy.

## 27. RIGHTS OF THIRD PARTIES

The Company and the Policyholders are the parties to this contract. Except in the case of beneficiaries or successors of beneficiaries, it is not the intention of either the Company or the Policyholder that any other party have direct or indirect contractual rights under this contract.

## 28. NOTICES

No instruction, notification, request or claim will be binding on the Company until it has been received at its Head Office.

The Policyholder or other claimants should send any instructions, notifications, requests, or claims in writing along with any documents, information or agreements that the Company may require to

Guardrisk Life International Limited  
Ground Floor  
Tower A  
1 Cybercity Ebene  
Mauritius

## 29. WAIVER

Any decision by the Company to grant any waiver of any breach of any of a Policyholder's obligations under this Policy shall not constitute a waiver of any subsequent breach or affect, in any way, the effectiveness of the Policy for the rest of the Policy Term.

## 30. GOVERNING LAW

The Policy shall be governed by the laws of Mauritius and subject to the exclusive jurisdiction of the Mauritius courts.

## Service and Administration Contact Details

If we can help you with more information about our product offerings, or if you would like to meet with one of our product experts, please contact us:

### South Africa

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Please specify within your query which country or area your enquiry relates to

[www.unihealthandlife.com](http://www.unihealthandlife.com)

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