



TERMS AND CONDITIONS

FLEXI FUNERAL PLAN

1. What type of agreement is the Flexi Funeral Plan Policy?

- 1.1. The contract is an annually renewable term assurance *Policy*, providing benefits on the death of the Life Assured.
- 1.2. The *Policy* has no surrender value.
- 1.3. Old Mutual Life Assurance Company Zimbabwe (OMLACZW) reserves the right to review premiums at the time of renewal.
- 1.4. The customer can increase or decrease their level of cover on renewal at the policy renewal date.
- 1.5. This document is called the 'Terms and Conditions' and contains full details of the *Policy* and spells out the commitments of both parties to the contract in this and the following sections.
- 1.6. This contract is based on:
 - a) The information given by the Policyholder at application.
 - b) The responsibility of the Policyholder to inform us of any changes to the information provided at application stage that would have occurred before the Acceptance Date.

2. Definitions

2.1. Some words used in these Terms and Conditions have a special meaning. To help you, we explain them here. Any words once defined will be shown in italics with the first letter capitalized.

Term	Definition
Commencement Date	This is the date of entry as stated on the Schedule above.
Accident	<p>A fatal and unforeseeable event that occurs after the <i>Commencement Date</i> in a violent, external and visible manner, and directly causes an injury resulting in the Life Assured's death. It should not be intended, expected, or foreseeable.</p> <p>Suicide does not classify as accidental death but as death due to causes other than accident (subject to exclusions and conditions in these Terms & Conditions).</p>
Grace period	One calendar month from the due Date of the missed or unpaid Premium.
Reinstatement Period	<p>If two consecutive premiums are missed, the <i>Policy</i> enters into Reinstatement period. Reinstatement period is three calendar months with no cover.</p> <p>If a premium is received during the Reinstatement period, the <i>Policy</i> will be reinstated and missed premiums do not have to be paid.</p> <p>Only one Reinstatement period per term (one year) is allowed for this <i>Policy</i>.</p>
Lapse	If You miss four consecutive premiums, Your <i>Policy</i> will terminate, meaning that no payment will be made in the event of death of the life assured. Your <i>Policy</i> is said to have lapsed.
Life Assured	The person named on the Schedule as the Life Assured. This is the person on whose life the benefits are based and payable.
Policy	The legal contract between You and Old Mutual.
Policyholder/You/Your	The person applying for cover as shown on the <i>Policy</i>
OMLACZW	Old Mutual Life Assurance Company Zimbabwe
Beneficiary of Ownership	In the event of Your death, ownership of this <i>Policy</i> will be transferred to Your nominated beneficiary. The nominated beneficiary has no right to this contract until written notice of the death of the <i>Policyholder</i> has been received by OMLACZW
Premium	The amount You agree to pay under the <i>Policy</i> at the frequency stated on the Schedule.
<i>Premium Due Date</i>	This is the first day of the month.
Schedule	The Schedule issued by us for the <i>Policy</i> at commencement, or as amended by any subsequent endorsement or revised Schedule. The Schedule states the <i>Policy</i> details such as Sum Assured, <i>Premium</i> , applicable Waiting Periods, and Lives Assured details.

Sum Assured / Benefit / Cover Amount	The amount <i>You</i> are covered for, as stated on <i>Your Schedule</i> . This is the amount payable on death of the <i>life assured</i>
Waiting Period	This is a period of time during which Life Cover is not available for deaths due to non-accidental causes on this Flexi Funeral Plan.
Group Contact Person	This is a member of <i>Your Group</i> that OMLACZW will carry out most of its communication through. The individual is responsible for reminding members to pay premiums and passing of communication and documentation from <i>You</i> to OMLACZW and from OMLACZW to <i>You</i> .

2.2. If the meaning of a word as explained in Section 2 is in the singular then it includes the plural and the masculine shall include the feminine of that word and vice versa.

3. What are *Your* regular Premium commitments?

- 3.1. *You* agree to pay *Premiums* in return for the cover provided by us under the *Policy*.
- 3.2. The cover starts from the *Commencement Date*, provided *You* fulfil *Your* commitment to pay *Premiums* as they fall due.
- 3.3. *Premiums* are payable monthly and can be paid up to 12 months in advance.
- 3.4. We reserve the right to add further means of payment or to stop using a means of payment at any time for administrative reasons.
- 3.5. We may agree with *You* a date other than the *Premium Due Date* on which *You* can pay Regular *Premiums* (the 'Collection Date'). Regular *Premiums* will still be regarded as due on the *Premium Due Date*.
- 3.6. A *Premium* is due on the 1st of each calendar month. A *Premium* may be paid at any time in the calendar month in which it is due, or may be prepaid.
- 3.7. *You* need to pay *Your Premiums* for the term of the *Policy*.

4. What happens when *You* do not meet *Your* regular Premium commitments?

- 4.1. If *You* miss a *Premium*, the *Policy* enters into a one month *Grace period*. Full benefits are available during the *Grace period* subject to *Waiting Periods*.
- 4.2. If two consecutive *Premiums* are missed, the *Policy* enters into *Reinstatement period*.
- 4.3. *Reinstatement period* is three months with no cover.
- 4.4. The *Policy* terminates when *Reinstatement period* ends and no *Premium* has been paid during the *Reinstatement period*. New business terms and conditions will apply should the client want to continue with cover.
- 4.5. If a *Premium* is received during the *Reinstatement period*, the *Policy* will be reinstated and missed *Premiums* do not have to be paid.
- 4.6. Only one *Reinstatement period* is allowed during the term of this *Policy*.

Benefits

5. When is the Sum Assured payable?

- a) If the *Life Assured* dies, then we will pay the *Sum Assured* applicable on the date of death. If the *Life Assured* dies as a result of an *Accident*, the full *Sum Assured* as set out in the *Schedule* will become payable provided that the *Policy* is in force.

6. Waiting period

- 6.1. This is a period of time from the *Commencement Date* during which Life Cover is not available. The *Waiting Period* only applies for deaths due to non-accidental causes.
- 6.2. The following is a summary of the *Waiting Periods* applicable.

	Period since <i>Policy</i> commencement			
	0-3 months	3-6 months	6-12 months	Over 12 months
Accidental Death	Full Cover	Full Cover	Full Cover	Full Cover
Natural death: <i>Life assured</i> aged 65 years and below	No <i>Benefit</i> paid	Full Cover	Full Cover	Full Cover
Natural death: <i>Life assured</i> aged above 65 years	No <i>Benefit</i> paid	No <i>Benefit</i> paid	Full Cover	Full Cover
Suicidal death/Willful exposure to danger (all ages)	No <i>Benefit</i> paid	No <i>Benefit</i> paid	Full Cover	Full Cover

Note: The death *Benefit* for children under the age of 14 is 75% of their *Cover amount*.

7. Change of the Sum Assured

- 7.1. You may request a reduction or an increase of cover (subject to the range of options available) at any *Policy* anniversary. This request has to be in writing. The regular *Premium* will also decrease or increase to match the reduced/increased *Sum Assured* using age at which changes are effected.
- 7.2. Old Mutual may increase maximum *Cover Amount* and make more cover level options available in line with changes in inflation. If this happens, You may request an increase of cover at any subsequent *Policy* anniversary.
- 7.3. We will notify You of the new Regular *Premium*. The reduction or increase of the *Sum Assured* and *Premium* will take effect from the next *Premium Due Date*.

8. Making a claim

- 8.1. If a *Life Assured* dies, then we will pay the *Sum Assured* applicable to You or nominated beneficiary, subject to these terms and conditions and other documents forming the contract.
- 8.2. In order to claim, proceed with the following documents to *Your Group Contact Person* or nearest Old Mutual/CABS branch:
- Certified copy of death certificate if claiming after burial
 - Original burial order/ Certified copy of death certificate/ medical certificate of cause of death/ Kraal head or Headman's letter if claiming before burial
 - A copy of the beneficiaries' Identity Documents (ID)
 - Proof of beneficiary's bank account in the form of:

- a stamped bank deposit/withdrawal slip
- a copy of bank card showing account holder's name and account number
- a stamped front page of bank statement with account holder's name and account number

- A police report if the death is by *Accident*.
- A completed claim form

8.3. Fill out a Claim Form. If the documentation is adequate, the *Group Contact Person* or Old Mutual will send the claim forms for processing. *You* or the nominated beneficiary(ies) will then receive the *Policy* payment into *Your* nominated account.

8.4. Any *Premiums* prepaid or paid after the date of death of a *Life Assured*, will be refunded to *You* or *Your* estate without interest.

8.5. Old Mutual retains the right to request further information to help in assessing any claims.

8.6. Any *Benefit* will be paid as soon as all our requirements have been met, and we have assessed the claim as valid.

9. Minimum and Maximum Sum Assured

9.1. It is not possible to reduce *Your Sum Assured* below our minimum amount of cover. Total funeral cover on each *Life assured* should not be above our maximum available cover at any time. Where benefits payable on a *Life assured* exceed the maximum allowed amount, the maximum cover shall be paid and excess *Premiums* will be returned.

10. Cover and Premium pattern

10.1. There will be review of maximum *Cover Amount* and *Premiums* every year.

11. Exclusions:

11.1. Death due to natural causes in the first 3 months of cover for lives 65 years of age and below.

11.2. Death due to natural causes in the first 6 months of cover for lives above 65 years of age.

11.3. The *Benefit* shall not be payable if the death of the *Life Assured* is brought about or accelerated by:

- a) Suicide, whether sane or insane. This exclusion applies for six months from the *Commencement Date*.
- b) Nuclear activity or radioactivity.
- c) Any violation of criminal law by the *Life assured*.
- d) Wilful exposure to danger by the *Life assured* except in an attempt to save human life.
- e) War, enemy hostilities, commotion, insurrection, revolution, military seizure of power or the usurping of power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government de jure or de facto or the influencing of terrorism or violence.

12. Communication

12.1. *You* can send *Your* updates or notices via *Your Group Contact Person* or directly to OMLACZW.

- 12.2. Either party shall be entitled from time to time, by written notice to the other, to vary its address for service to any other address within the Republic of Zimbabwe, which is not a post office box.
- 12.3. All notices given in terms of this Agreement shall be in writing and any notice given by one Party to the other (the addressee) which:
- a) Is delivered by hand during the normal business hours at the addressee's service address shall be deemed to have been received by the addressee at the time of delivery;
 - b) Is sent by fax to the addressee's fax number shall be deemed to have been received by the addressee on the 1st (first) business day after the date of transmission thereof.
- 12.4. Notwithstanding anything to the contrary contained or implied in this *Policy*, a written notice or communication actually received by one of the Parties from the other including by way of facsimile transmission shall be adequate written notice or communication to such Party.

13. Third party rights

- 13.1. Only *You*, or *Beneficiary of Ownership* may enforce the terms of the *Policy*. We will not recognize the rights of any third party.

14. Amendment of these terms

- 14.1. We reserve the right to amend these Terms, a Term of this *Policy* may be varied or waived, provided it is evidenced by an endorsement or written communication signed by one of our authorized officials. Changes as a result of changes in law will be implemented and the client will be notified accordingly of such changes.

15. Relevant law

- 15.1. The Terms of this *Policy* are to be interpreted in accordance with and are governed by Zimbabwean law and are subject to the jurisdiction of the courts of Zimbabwe.

16. Currency

- 16.1. At any point in time, the currency of the policy will be the prevailing legal tender in Zimbabwe.

17. Policy cancellations

- 17.1. If *You* cancel *Your Policy* within the first calendar month of the *Policy Issue Date* *Your Premium* will be refunded to *Your* account provided no insured event has occurred. There will be no refund of *Premiums* on cancellations that happen after this month except for prepaid *Premiums*.

18. Cession, Loans and Surrender values:

- 18.1. No cession is allowed.

19. Tax

19.1. In the event of a claim Old Mutual will pay benefits in ZWL dollars to the claimant resident in Zimbabwe without any deduction of tax. Old Mutual will not pay benefits out of Zimbabwe. Please consult *Your* relevant financial advisor or Zimbabwe Revenue Authority (ZIMRA) directly if *You* are in any doubt as to the extent to which *You* may be liable to any tax under this *Policy*. If the *Policy* is held in trust, then different taxation rules may apply.

20. How to contact us

If *You* wish to contact us, *You* can phone us, send, email or write to us:

Physical Address

Old Mutual Life Assurance Company (Zimbabwe) Limited
100 The Chase (West)
Emerald hill
Harare

Phone: +263(0)8677007437 Monday to Friday between 8:00am and 4:30pm

Email: Contactus@oldmutual.co.zw

Write to:

Old Mutual Life Assurance Company (Zimbabwe) Limited
P.O. Box 70
Harare
Zimbabwe

If *You* feel *You* have not been treated fairly by Old Mutual, *You* can contact the Insurance Regulator.

Physical Address

Insurance and Pensions Commission
160 Rhodesville Avenue
Greendale
Harare

Phone 443358/443422/443261

Cell: 0772 154 281/ 0772 154 282/ 0772 154 283/ 0772 154 284

Fax: 443304

E-MAIL: enquiry@ipecc.co.zw