

Shackleton Life Immediate Needs Policy

Master Policy Death Benefit



An authorised Financial Services Provider | FSP Number 44723

INTRODUCTION

This is your Shackleton Life Immediate Needs Policy. Old Mutual Alternative Risk Transfer Limited ("OMART"), the Insurer, has accepted your application on the terms and conditions contained in this document. This Policy wording as amended from time to time, together with your Application, Policy Schedule and any other correspondence or agreements shall form the basis of this insurance contract.

DEFINITIONS

Unless the contrary appears from the context, the following words and phrases shall have the meanings assigned to them where they appear in this document and any addendum.

Accident

"Accident" means an unforeseen accidental event. The event must result in death of the Life Assured (caused directly and independently of all other causes) by some external, violent, physical and visible means.

Accidental Death Claim

"Accidental Death Claim" means any claim under this Policy arising from the death of a Life Assured as a result or related to an Accident as defined above. Death must occur within 14 days of an Accident as defined above.

Application

"Application" means any and all of the following where applicable: the voice recording, telephonic record of advice and document in which the Life Assured applied for this Policy and all information and documents provided by the Life Assured, together with the quotation presented to the Life Assured prior to the issuing of this Policy. If the application was digital, then all information entered by the Life Assured or on their behalf, as well as the answers, terms and disclosures agreed to during the application process.

Commencement of Insurance

"Commencement of Insurance" means the date from which the Life Assured is covered in terms of this Policy, as defined in the Policy Schedule, provided that the first premium due in respect of this Policy has been received.

Grace Period

"Grace Period" means a period of one calendar month calculated from the premium payment date chosen by the Life Assured in the Policy Schedule, which will be allowed for the payment of each premium. If the premium is not paid within the Grace Period the policy will lapse. The Grace Period does not apply to the payment of the first premium. If the first premium is not paid as required, the Policy will lapse.

Hazardous Sport/ Activity

"Hazardous Sport / Activity" include but are not limited to participation in the following sports:

aviation sports, paragliding, underwater diving necessitating the use of an artificial breathing apparatus, hang-gliding, hunting, spear-fishing, rock-climbing or mountaineering necessitating the use of ropes and/or guides, free climbing, open water swimming, micro-lighting, motorboat racing, motor racing, motor-cycle racing, sky diving/parachuting, target shooting, acrobatic flying, parasailing, go-carting, drag-racing, rally driving, bungee jumping, winter sports involving snow or ice, or racing other than on foot or bicycle.

Life Assured

"Life Assured" means the person(s) who have been accepted as the Life Assured in terms of this Policy as stipulated in the Policy Schedule. No person will be covered unless listed in the Policy Schedule as a Life Assured.

Natural Causes

"Natural Causes" means a cause of death other than an Accident as defined above.

OMART / The Insurer

"OMART" means Old Mutual Alternative Risk Transfer Limited Reg No 1997/008994/06 a licensed life insurer, and a member of the Old Mutual (South Africa) Limited group of companies. OMART is the insurer in terms of this Policy.



Products underwritten by Old Mutual Alternative Risk Transfer Limited, a licensed Life Insurer.

Period of Insurance

“Period of Insurance” means the period between the Commencement of Insurance and termination in terms of this Policy for any reason.

Policy Anniversary

“Policy Anniversary” is the anniversary of the Commencement of Insurance.

Policy Schedule

“Policy Schedule” means the summary document issued simultaneously, and in respect of, this Policy and which forms part of the Policy.

Policy

This Policy wording, as amended from time to time, together with your Application, Policy Schedule and any other correspondence or agreements shall form the basis of this insurance contract and will be collectively known as the “Policy”.

Premium Payment Date

“Premium Payment Date” means the date chosen by the Life Assured and stipulated during the Application.

Shackleton Life

“Shackleton Life” means Shackleton Life (Pty) Ltd Reg No 1998/022545/07 a licensed and authorised financial services provider, FSP No: 44723, performing the binder functions of this Policy, which have been outsourced to it by OMART.

Sum Assured

“Sum Assured” means the amount stipulated in the Policy Schedule as such at the inception of this Policy, together with any permitted increases or decreases during the Period of Insurance.

Terrorist Activity

“Terrorist Activity” means an act involving the use of violence and/or intimidation, or the threat or the preparation thereof, which appears to be intended to disrupt, coerce or influence a government or the public or a section of the public, read together with Section 1 of the Protection of Constitutional Democracy Against Terrorist and Related Activities Act (Act 33 of 2004) as amended.

Waiting Period

“Waiting Period” means a period of 3 (three) months starting from the Commencement of Insurance, during which no claim or benefit under this Policy (due to death by Natural Causes) will be payable.

1. BASIS OF AGREEMENT

1.1. The Application, together with the Policy Schedule and

these Policy terms and conditions and any addendum thereto, shall constitute the basis of the assurance agreement between the parties.

1.2. Any references to the/this Policy shall be deemed to include a reference to any Addendum that applies.

1.3. The maximum and minimum ages at entry for any Life Assured to enjoy any benefits under this Policy shall be:

1.3.1. Maximum: 60 last birthday (from Commencement of Insurance)

1.3.2. Minimum: 18 last birthday (from Commencement of Insurance)

2. DEATH BENEFIT

When the Life Assured dies, the benefit payable will be equal to the Sum Assured as stipulated on the Policy Schedule at the date of death. OMART may deduct any missed premiums from the Death Benefit if so required.

3. WAITING PERIOD

3.1. From the Commencement of Insurance, there is a three (3) month waiting period for claims due to death by Natural Causes, for all Life Assureds under the Policy.

3.2. There is no waiting period in respect of any Accidental Death Claim.

3.3. In the event of a Life Assured increasing the Sum Assured for any person insured under the Policy, from the date of such increase in cover, a three (3) month waiting period will apply only to the amount by which the benefit increased.

3.4. Where any premium payment is missed and thereafter paid, the part of the waiting period not completed at the point when the premium was not paid, will apply from the date the premium is paid.

3.5. Where a Policy is reinstated, a new waiting period will start from the re-instatement date of cover.

4. COOLING OFF PERIOD

The Life Assured has a 31 day cooling off period from receipt of the Policy to examine the Policy, provided that no death or claim has taken place in this period, he/she must inform Shackleton Life, on behalf of OMART, in writing if he/she chooses not to take up the Policy. All premiums already paid will be refunded, less the cost of any risk cover actually enjoyed.

5. PAYMENT OF BENEFIT

5.1. In terms of any Accidental Death Claim the full Sum Assured will be paid within 2 working days upon receipt of all claim documentation supporting a valid claim, provided that the Policy is in force.

5.2. In terms of any claim for death due to Natural Causes the following levels of benefits will apply from the Commencement of Insurance, and any reinstatement and any increase in Sum Assured;

- 5.2.1. First 3 months: 0% of the Sum Assured (waiting period).
- 5.2.2. 3 months to 6 months: 50% of the Sum Assured.
- 5.2.3. 6 months to 12 months: 80% of the Sum Assured.
- 5.2.4. 12 months onwards: 100% of the Sum Assured.

6. LIMITATION OF BENEFITS

Limitations of Sum Assured: The aggregated Sum Assured of all Shackleton Life Immediate Needs policies held with OMART by the Life Assured may not at any time exceed R200 000 (two hundred thousand rand).

7. AGE

If the date of birth of the Life Assured as reflected in the Policy Schedule is mis-stated, the benefit payable under the Policy will be the amount which the premiums paid would have purchased if applied to the correct date of birth of the Life Assured. OMART will be entitled to request satisfactory proof of the date of birth of the Life Assured prior to paying any benefit under this Policy.

8. CURRENCY AND LAW

All amounts payable in terms of the Policy, either to or by OMART, are payable in the lawful currency of the Republic of South Africa. Any question of law arising under the Policy shall be decided according to the laws of the Republic of South Africa.

9. MISREPRESENTATION

The Life Assured will be bound to any statements he made in the Application and quotation (including subsequent written statements incorporated therein).

OMART shall have the right to reject a claim or application for this Policy or it may cancel the Policy and retain all premiums under the Policy, under the following circumstances:

- 9.1 If the Life Assured made a mis-description or provided erroneous information about a date of birth or any other factor which is of such a nature as to be likely to have materially affected the assessment of the risk or premium under this Policy in connection with the Policy, or
- 9.2 If the Life Assured made any fraudulent statement or misrepresentation in connection with the Policy.

10. PREMIUMS

10.1. The starting premium payable at inception of the

Policy is reflected in the Policy Schedule. The premium payable is not level or guaranteed during the Policy term and will be reviewed and amended by OMART as follows:

- 10.1.1. on the anniversary of the Commencement of Insurance; and/or
- 10.1.2. if the Sum Assured or any of the terms of the policy are amended; and/or
- 10.1.3. OMART shall review premiums monthly for any justifiable reason including but not limited to:
 - 10.1.3.1. changes in law; and/or
 - 10.1.3.2. circumstances and/or experiences that differ from the initial assumptions which were used to calculate the premiums (including the assumed costs of OMART providing cover; the assumed mix of policyholders' ages, relationships and genders; the assumed claims experience and prevailing economic conditions).
- 10.2. In the event of a premium change (except where there is a change to the Sum Assured – in which case the altered premium shall take effect immediately), OMART shall give the Life Assured 31 days' notice of the planned implementation date of such change via post, SMS, email or any other written means. Should the new premium not be accepted by the Life Assured the Policy can either be terminated, the Sum Assured reduced on request of the Life Assured or any other option that is available to the Life Assured at the time of review.
- 10.3. The premium payable under the Policy is recalculated, under the above circumstances based on the amount and by inter alia the age, gender, smoking habits and socio-economic rating factors of the Life Assured.
- 10.4. All premiums are payable monthly in advance, but may be paid annually on the Commencement of Insurance and subsequent anniversary date thereof. In the event that the Life Assured chooses a debit date other than the first day of the month, the Policy will nonetheless commence on the Commencement of Insurance date stipulated in the Policy Schedule. The first Policy anniversary date shall be 12 months after the Commencement of Insurance date and each subsequent Policy anniversary date shall be at 12 month intervals.
- 10.5. Premiums are payable in full for the duration of the Period of Insurance.
- 10.6. A Grace Period of one calendar month (calculated from the debit date chosen by the Life Assured in clause 10.4) shall be allowed for the payment of each premium. If the premium is not paid as required, the Policy will lapse.

- 10.7. You must notify Shackleton Life immediately if your bank account details or your pay date has changed and we will be entitled to change your debit order details, to collect in terms of the Policy.

11. REINSTATEMENT

Should the Policy lapse you may apply for it to be reinstated within six months of such lapse, subject to the recommencement of all Waiting Periods in terms of clause 3 and exclusions in terms of clause 16 and any other such terms and conditions as OMART may impose at the time of reinstatement.

12. AMENDMENTS TO THE SUM ASSURED AND THE POLICY

- 12.1. The Life Assured may apply for an increase or reduction of the Sum Assured subject to the following conditions, and subject always to the limitation of benefits under clause 6:
- 12.2. All exclusions, payment of benefits, deferred periods and waiting periods, shall apply to any increases in the Sum Assured with effect from the date of such increase;
- 12.3. OMART may be obliged in terms of changes in legislation or as a result of a directive issued by a competent regulatory authority or a ruling of a court of law to amend this Policy, by giving 31 days' written notice. Such amendment shall be effective from the expiry of the 31 days, unless specified otherwise by such legislation or directive.
- 12.4. OMART shall not be obliged to accept any application by the Life Assured for any increase in the Sum Assured, and any acceptance shall be in the sole and unfettered discretion of OMART.

13. SETTLEMENT OF CLAIMS

- 13.1. Written notice of a claim under the Policy must be given to OMART, through Shackleton Life, if a claim occurred while the Policy is in force.
- 13.2. OMART shall not consider or be liable for a claim where it does not receive written notification within the following prescribed periods: 180 days of the happening of any event giving rise to a claim. If the event giving rise to a claim is the death of the Life Assured, then OMART must receive written notification of the claim within 90 days of the appointment of the Executor or Executrix of the Life Assured's estate or, if no such Executor or Executrix is appointed within 90 days of the death of the Life Assured, then OMART must receive written notification of the claim within 180 days of the death of the Life Assured. Notice of death published in the Government Gazette or other media shall not constitute notification under this clause.

- 13.3. The delivery to Shackleton Life on behalf of OMART at its head office, of the Policy and any other documents which OMART may request and of any discharge or release which OMART may require to be executed, shall be a condition precedent to settlement of any claim under the Policy.

- 13.4. OMART will not be liable for payment of interest pending receipt of all the requirements.

- 13.5. The settlement of any claim is always subject to OMART receiving the following documentation:

- 13.5.1. A certified copy of the death certificate;
- 13.5.2. A certified copy of the deceased's identity documents;
- 13.5.3. A certified copy of the claimant's identity document;
- 13.5.4. A fully completed death claim form signed by the claimant;
- 13.5.5. Any medical records that OMART may require;
- 13.5.6. Any other evidence that OMART may require.

14. DISPUTE RESOLUTION

If OMART declines liability for a claim made in terms of this Policy, voids this Policy, or if there is a dispute regarding the amount of the claim, representations may be made to OMART within 90 (ninety) days (the "representation period") of the date of receipt by the Joint Life Assured, nominated beneficiary or other person who has a legitimate interest in the matter under this Policy of the notice of rejection or avoidance. OMART and the person disputing OMART'S decision will initially attempt in good faith to promptly resolve any dispute that arises between the said person and OMART in connection with the Policy, as well as any rejection or dispute of a claim or the amount of a claim which the said person has elected to have dealt with in terms of clause 13.

- 14.1. If a claim is rejected, the claimant may also lodge a complaint with the Ombudsman for Long Term Insurance.
- 14.2. If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against OMART, the claimant would need to do so within three (3) years from the date of the rejection letter, in terms of the Prescription Act 68 of 1969.
- 14.3. If a complaint is submitted to the Ombudsman for Long Term Insurance, the three (3) year period will stop running until the complaint has been withdrawn or has been determined by the Ombudsman's office or an appeal in terms of its rules has been dealt with. Thereafter the three (3) year period starts again.

15. ABSENCE FROM THE REPUBLIC OF SOUTH AFRICA

- 15.1. The Life Assured must inform Shackleton Life on behalf of OMART before the Life Assured leaves the Republic

of South Africa, or if the Life Assured is already outside the Republic of South Africa, that the Life Assured intends to be absent or is absent for a continuous period of 90 days or more, except if such intended absence or absence is solely due to a holiday. Holiday excludes any period of employment whether paid or unpaid.

- 15.2. If Shackleton Life on behalf of OMART is not informed of the above, OMART may decline the claim within the period of your absence and the cover may cease. If this happens premiums will not be refunded. When OMART receives such information, it shall be entitled to review the premium, apply altered terms and conditions to the benefit and to cancel the benefit.
- 15.3. OMART reserves the right to cancel the Policy if notified of the Life Assured leaving the Republic of South Africa.

16. EXCLUSIONS

OMART will not be obliged to make payment in respect of any condition or event arising directly or indirectly from or traceable to:

16.1. Suicide or Suicide Attempt

- 16.1.1. If the Life Assured dies, whether sane or insane, by his own intentional act within 24 months of the Commencement of Insurance or date of any reinstatement no claim shall be considered or paid and all premiums paid to date shall be forfeited.
- 16.1.2. In the event of any increase in the amount of any benefit due to any subsequent written request the aforementioned stipulation shall apply for a further 24 months from the date of such increase in respect of the increased portion of the benefit.

16.2. General Exclusions

- 16.2.1. The driving of any vehicle where the concentration of alcohol in the Life Assured's blood exceeds the statutory limit then in force, or whilst the Life Assured is under the influence (above the statutory limit) of alcohol, or whilst the Life Assured is under the influence of a drug having a narcotic effect unless prescribed by a duly qualified and registered medical practitioner (provided that such drug was taken in a dose no higher than that prescribed and the Life Assured took all reasonable steps to ensure that he did not drive the said vehicle while his ability to do so was impaired by the drug in question), or intentional inhalation of fumes.
- 16.2.2. The Life Assured committing any breach of criminal law.
- 16.2.3. Claims caused directly or indirectly by Terrorist Activity, war, invasion, hostilities or warlike operations (whether war be declared or not), civil war, revolution, rebellion, insurrection, military or usurped power, martial law, strike, riot or civil commotion.

16.2.4. The Life Assured participating in a Hazardous Sport / Activity (as defined).

16.2.5. Claims that are a direct or indirect consequence of

16.2.5.1. the use of atomic, biological or chemical weapons as well as radioactive, biological or chemical substances; or

16.2.5.2. attacks on or intentional disruptions of

- operating sites and other fixed installations (e.g. nuclear power plants, reprocessing plants, final or interim repository sites, research reactors, storage depots and factories) as well as their component parts,
- premises or
- mobile equipment (e.g. containers or storage tanks), leading to a release of radioactivity or atomic, biological or chemical warfare agents or substances.

16.2.6. Claims caused by any sudden release of nuclear energy, nuclear radiation or radioactive contamination (whether controlled or uncontrolled).

17. TERMINATION

The Policy will terminate, without any further obligation on OMART, under (but not limited to) any of the following conditions:

- 17.1. On the payment of the Sum Assured by OMART.
- 17.2. All benefits pertaining to the Policy being paid, cancelled, ceased, expired or lapsed.
- 17.3. When premiums are not paid within the period of grace and the Policy has not been reinstated in terms of clause 11.

18. GENERAL

- 18.1. Subject to the definition of the Commencement of Insurance, the Policy shall not be binding until the first premium has been paid during the lifetime of the Life Assured.
- 18.2. No provisions or conditions of the Policy may be waived or modified except by an endorsement signed by an authorized official of OMART.
- 18.3. References throughout the Policy and schedules to the masculine shall include the feminine and in the singular shall include the plural where appropriate, and vice versa.
- 18.4. If the Definition Section of this Policy contains a substantive provision, it shall be given effect to as a term of this agreement notwithstanding that it appears in such section.
- 18.5. If it is determined by OMART that the Life Assured or any other party claiming any benefits under this Policy has used any fraudulent means or basis in connection with the submission of any claim, the claim

will be rejected by OMART and the Policy will cease and all benefits and premiums previously paid will be forfeited.

- 18.6. Beneficiaries may be added under the Policy in respect of the Death Benefit. It is the responsibility of the Life Assured to notify OMART in writing of the beneficiaries to be added. In the event that:
- 18.6.1. the Life Assured does not notify OMART as aforesaid and a death claim subsequently arises under this Policy, any benefits due will be paid to the estate of the Life Assured;
- 18.6.2. there is a dispute between the Life Assured's executor or estate or purported beneficiary, as to whether any benefit due under this Policy should be paid to any other person, OMART shall not be obliged to pay such benefit to any person until such dispute has been resolved by written agreement or order of court.
- 18.7. In the case of Joint Lives Assured then, in the circumstances mentioned in clause 18.6 above (notwithstanding clause 18.6.1), any death benefits due will be paid to the surviving Joint Life Assured in the absence of a nominated beneficiary. If there is no surviving Joint Life Assured and no nominated beneficiary then clause 18.6.1 shall apply.

19. NO CASH VALUE

The Policy will not acquire any cash values.

20. NO POLICY LOAN

No loans will be available against this Policy.

21. JOINT LIFE ASSURED

(this shall only apply if this option has been selected in the Policy Schedule and the relevant premium paid)

- 21.1. In the case of Joint Life Assured, each Life Assured shall (subject to all the other terms of this Policy) be entitled to the full Sum Assured provided that the premiums are paid in accordance with this Policy.
- 21.2. Consent – both Joint Lives Assured warrant that they have each consented to the cover on their lives in terms of this Policy.

22. UNCLAIMED BENEFITS

It is very important to keep OMART informed of any changes to contact details or beneficiary details, so that OMART can determine where to pay any amounts due under the Policy. If a benefit becomes payable and is not claimed, OMART will keep the benefit for as long as the law requires, while using reasonable attempts to trace the Life Assured or the Life Assured's estate or beneficiaries.

23. BINDER HOLDER DISCLOSURE

Shackleton Life (Pty) Ltd has been appointed as a binder holder by OMART to perform certain binder functions on its behalf in terms of a written Binder Agreement. These functions include the claims settlement and Policy administration on your Policy. Shackleton Life is paid a binder fee for performing these functions.

24. FEES

Commission, as disclosed in the quotation is paid to the Intermediary, Shackleton Life (Pty) Limited. All fees are included in the premium which includes binder fees of 9% of the premium, paid to Shackleton Life.

25. CELL CAPTIVE DISCLOSURE

OMART has a number of shareholders, of which Duchess Investments (Pty) Limited is one. As a preference shareholder Duchess Investments (Pty) Limited shares in the profits and losses which arise from all insurance business under this Policy. This is commonly referred to in the insurance industry as a cell structure. Duchess Investments (Pty) Limited has certain Directors in common with Shackleton Life.

26. CONFLICT OF INTEREST DISCLOSURE

Old Mutual Alternative Risk Transfer Limited (OMART) has no ownership in the Intermediary.

Shackleton Life (Pty) Ltd receives more than 30% of its income from the product supplier (OMART).

27. PROTECTION OF PERSONAL INFORMATION - INSURER DISCLOSURE

OMART may use your information or obtain information about you for the following purposes:

- Underwriting
- Assessment and processing of claims
- Credit searches and/or verification of personal information
- Claims checks
- Tracing beneficiaries
- Fraud prevention and detection
- Market research and statistical analysis
- Audit & record keeping purposes
- Compliance with legal & regulatory requirements
- Verifying your identity
- Sharing information with service providers including appointed administrators (Shackleton Life as at the time of policy issue), We engage to process such information on our behalf or who render services to us. These services providers may be abroad, but we will not share your information with them unless we are satisfied that they have adequate security measures in place to protect your personal information.

You may access your personal information that we hold and may also request us to correct any errors or to delete this information. In certain cases you have the right to object to the processing of your personal information.

You also have the right to complain to the Information Regulator, whose contact details are:

<http://www.justice.gov.za/inforeg/index.html>
Tel: 012 406 4818
Fax: 086 500 3351
Email: inforeg@justice.gov.za

27.1. MARKETING- INSURER

The Old Mutual Group [of which OMART is a subsidiary] would like to offer you ongoing financial services and may use your personal information to provide you with information about products or services that may be suitable to meet your financial needs.

OPT-OUT

If you prefer to no longer receive such information and/or financial services from:

The Old Mutual Group: Please SMS your ID number to 30994

To view the Old Mutual Group full privacy notice and to exercise your preferences, please visit our website on www.oldmutual.co.za

28. CONTACT US

28.1. Shackleton Life (Pty) Ltd: Claims and Policy Administration

Physical Address: Office 104 01st Floor, The Boulevard Umhlanga, 19 Park Lane, Parkside, Umhlanga Rocks, 4319
Postal Address: PO Box 2507, Mount Edgecombe, 4301
Telephone: 087 232 7014
Fax: 087 232 7013
Email: clientservices@shackletonlife.co.za

28.2. Old Mutual Alternative Risk Transfer Limited ("OMART"): Insurer

Postal Address: PO Box 66, Cape Town, 8000
Telephone: 021 504 6423
Compliance Officer: 021 509 3113
Complaints: OMARTComplaints@oldmutual.com

29. COMPLAINTS

29.1. Masthead Distribution Services (a FSCA approved Compliance Practice): Policy Administration and Claims

Postal Address: PO Box 856, Howard Place, Pinelands, Cape Town, 7450
Telephone: 021 686 3588
Fax: 086 527 9727
Email: masthead@shackletonlife.co.za

29.2. FAIS Ombudsman: Financial Advice and Sales

Postal Address: PO Box 41, Menlyn Park, 0063
Telephone: 012 470 9080
Fax: 012 348 3447
Email: info@faisombud.co.za

29.3. The Ombudsman for Long Term Insurance

Postal Address: Private Bag x45, Claremont, 7735
Telephone: 021 657 5000
Fax: 021 674 0951
Email: info@ombud.co.za

Shackleton Life Immediate Needs Policy Disclosures



An authorised Financial Services Provider | FSP Number 44723

You can have comfort in knowing that Shackleton Life (Pty) Ltd (Shackleton Life) is governed by the Financial Advisory and Intermediary Services Act (FAIS Act) and is an authorised Financial Services Provider. For your security, here is some important information regarding the financial advice and services that we have offered you:

1. *The Shackleton Life Sales Consultant:*

- 1.1. Has the necessary experience and is authorised under the FAIS Act to sell the Shackleton Life Immediate Needs policy in terms of Long-term Insurance Category B1 – A; and
 - 1.2. Is a representative of Shackleton Life who is an authorised Financial Services Provider.
 - 1.3. Shackleton Life accepts responsibility for the activities of the representative within the scope of, or in the course of implementing the Shackleton Life Immediate Needs Policy contract or agreement.
 - 1.4. Complies with the relevant Fit and Proper requirements and in particular completed the relevant product specific training and class of business training thus meeting the relevant product knowledge competence requirements.
 - 1.5. Earns a salary and a percentage of commission. The total commission paid by the insurer OMART is stipulated in the policy wording and quotation provided and is accordance with the Long-Term Insurance Act of 1998.
2. Shackleton Life and their Sales Consultants are covered by professional indemnity insurance.

3. *Marketing Consent- Shackleton Life*

Shackleton Life would like to offer you ongoing financial services, insurance and wills and may use your personal information to provide you with information about these products or services that may be suitable to meet your financial needs.

OPT-OUT

If you prefer to no longer receive such information and/or financial services from us, you may email your ID Number to

clientservices@shackletonlife.co.za and we will ensure you are opted out of any future marketing by adding you to our Do Not Contact (DNC) List.

To view the Shackleton Life's full privacy notice and to exercise your preferences, please visit our website on www.shackletonlife.co.za.

4. All information obtained or acquired about you shall remain confidential unless you provide written consent, or unless Shackleton Life are required by any law to disclose such information.
5. In the event that you are dissatisfied with any aspect of the sales process or service you received, you should address your complaint in writing to; The Compliance Department PO Box 2507 Mount Edgecombe 4301, or e-mail to compliance@shackletonlife.co.za. A copy of Shackleton Life's Complaints Resolution Policy is available on request.
6. Please ensure that you understand the terms and conditions applicable to this Shackleton Life Immediate Needs Policy that are included in the quote, application form and policy document. A copy of the telephonic recordings can be made available to you upon your request.
7. If you are unsatisfied with any aspect of this insurance policy, you may request a cancellation within 31 days of acceptance of the application by OMART, and we will refund your premiums in accordance with the policy wording. (cooling-off period).
8. Non-payment of the premiums will lead to the policy lapsing and all benefits being lost. If the first premium is not received the policy will lapse.



Products underwritten by Old Mutual Alternative Risk Transfer Limited, a licensed Life Insurer.

The following further important information is drawn to your attention:

9. The policy is underwritten by Old Mutual Alternative Risk Transfer Limited (OMART), a licensed life insurer.

10. Binder Holder Disclosure

Shackleton Life (Pty) Ltd has been appointed as a binder holder by OMART to perform certain binder functions on its behalf in terms of a written Binder Agreement. These functions include the claims settlement and Policy administration on your Policy. Shackleton Life is paid a binder fee of 9% for performing these functions.

11. Fees

Commission, as disclosed in the quotation is paid to the Intermediary, Shackleton Life (Pty) Limited. All fees are included in the premium, which includes binder fees of 9% of the premium, paid to Shackleton Life.

12. Conflict of Interest Disclosure

- 12.1. OMART has no ownership in Shackleton Life.
- 12.2. Shackleton Life is OMART's representative in terms of the Long-Term Insurance Act. Shackleton Life has been engaged by OMART to market and sell the Shackleton Life QuickClaim policy.
- 12.3. Shackleton Life receives more than 30% of its income from the insurer OMART.
- 12.4. Shackleton Life is not an independent intermediary and can only market and sell OMART's products.
- 12.5. Shackleton Life is related to the party that shares in the profits and losses arising from the insurance product that you have purchased. Please see point 13 below for more detail.

13. Cell Captive Disclosure

OMART has a number of shareholders, of which Duchess Investments (Pty) Limited is one. As a preference shareholder Duchess Investments shares in the profits and losses which arise from all insurance business under this Policy. This is commonly referred to in the insurance industry as a cell structure. Duchess Investments has certain Directors in common with Shackleton Life.

14. Shackleton Life and its Sales Consultant have not tried to obtain competing quotes for similar products in the market, or investigated alternative products for you. You have only been presented with the Shackleton Life Immediate Needs Policy with a view to OMART providing you with cover under that specific product.

15. Protection of Personal Information - Intermediary Disclosure

Shackleton Life takes the protection of your personal information very seriously. By accepting the terms and conditions, you consent to the sharing of your information knowing that this will be kept confidential. Collection and processing of this information will help us give you better service and create products tailored to meet your needs. We may use your information or obtain information about you for the following purposes, Deeds office searches, tracing and tracking you in the event we cannot contact you on the information provided, underwriting, assessment and processing of claims, credit searches and/or verification of personal information, claims checks, tracing beneficiaries, fraud prevention and detection, market research and statistical analysis, audit and record keeping purposes, compliance with legal and regulatory requirements, verifying your identity, sharing information with service providers who we engage with to process such information on our behalf and/or who render services to us and sharing your information with other Shackleton affiliated companies for marketing of similar or related products including financial services, insurance and wills.

You may access your personal information that we hold and may also request us to correct any errors or to delete this information. In certain cases you have the right to object to the processing of your personal information.

You also have the right to complain to the Information Regulator, whose contact details are:

<http://www.justice.gov.za/inforeg/index.html>
Tel: 012 406 4818
Fax: 086 500 3351
Email: inforeg@justice.gov.za

Please note that while your policy is issued by OMART, the administration is done by Shackleton Life (Pty) Limited, and any policy servicing requirements should therefore please be addressed to the Shackleton Life offices (the contact details of which appear at the end of the policy wording above). All queries and disputes must be routed via Shackleton Life.