issued to the

### CORPORATE SELECTION UNAPPROVED GROUP LIFE SCHEME

With effect from

1<sup>st</sup> March 2010

Insured by

LIBERTY GROUP LIMITED REG. NO.1957/02788/06

Administered by

#### LIBERTY CORPORATE

PHYSICAL ADDRESS POSTAL ADDRESS

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### CORPORATE SELECTION UNAPPROVED GROUP LIFE SCHEME ("the Scheme")

WHEREAS the Scheme, has made application to Liberty Group Limited, (hereinafter referred to as "Liberty Life"), for the purpose of insuring benefits for Members/Member's Spouses or Dependants (as is applicable) on the occurrence of certain events in terms of its Rules.

AND WHEREAS Liberty Life on the basis of written, or electronically transmitted ) statements and declarations made on or in connection with the said application has agreed to insure such benefits as provided therein.

Liberty Life endorses any existing policy and endorsement issued thereto, and replaces them by the issue of this policy, (hereinafter referred to as "this Policy") to the Fund in the name of the Fund.

It is hereby agreed by and between the Scheme and Liberty Life and declared as follows:

In consideration for payment of the amounts described in this Policy, Liberty Life shall insure and pay such benefits as described in the Schedule/s to this Policy on receipt of satisfactory proof of the happening of the events described therein.

Provided always that all dealings with and payments made shall be subject to the conditions of all of the following documents, which shall be deemed to form part of this Policy:

- (i) any Proposal, Declaration, Scheme Authority and Member Authority;
- (ii) any Endorsement, Schedule or Annexure attached hereto:
- (iii) the Rules as defined in this Policy; and
- (iv) all documents or electronic transmissions furnished in terms of this Policy and the Rules:

æ j-1-	1 May 2011
LIBERTY GROUP LIMITED	DATE

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### GROUP RISK BENEFITS POLICY GENERAL CONDITIONS

#### 1. **GENERAL**

#### 1.1 **INTERPRETATION**

In this Policy where the context or circumstance so admits or requires and unless otherwise expressly stated:

- 1.1.1 Words and expressions defined as Policy Definitions shall have the meanings given to them.
- 1.1.2 Words and expressions defined as Schedule Definitions shall have the meanings given to them in respect of that Schedule only.
- 1.1.3 Words importing the singular shall include the plural and vice versa.
- 1.1.4 Words importing one gender shall include the other genders and vice versa.
- 1.1.5 For the purposes of this Policy, and where the context so permits, the phrase "in writing" shall mean written communications as well as information stored or transferred electronically.
- 1.1.6 Any headings to clauses in this Policy, or any Schedule, Endorsement or Annexure hereto, except where the circumstances may require, do not form part of nor do they affect the interpretation of this Policy, but are for convenience of reference only.

#### 1.2 **POLICY DEFINITIONS**

"BENEFITS" means the benefits payable in terms of this

Policy.

"COMMENCEMENT

DATE"

has the meaning as defined in the Rules.

"COMMISSIONER" means the Commissioner for the South African

Revenue Service.

**"EMPLOYER"** has the meaning as defined in the Rules.

"INCOME PLAN" has the meaning as defined in the Rules.

"INSURED BENEFIT" means the benefits secured under this Policy.

"INSURED BENEFIT has the meaning as defined in the Rules.

SALARY"

### **GROUP RISK BENEFITS POLICY GENERAL CONDITIONS**

"MEMBER" has the meaning as defined in the Rules.

"NORMAL RETIREMENT DATE"

in respect of a Member who is a member of any registered pension or provident fund operated by his Employer or in which his Employer participates, means the earliest Normal Retirement Date on which the Member may retire

from such fund(s).

"PARTICIPATION DATE" has the meaning as defined in the Rules

"PREMIUMS" means all monies payable to Liberty Life for the purposes

of providing the benefits afforded by this Policy.

"RULES" means the Rules governing the Scheme.

means an authority signed by an authorised representative "SCHEME AUTHORITY"

of the Employer or the Scheme by virtue of which, notices communication, data or any other information in respect of the Scheme, its Members or any party having a valid interest in the Scheme, may be communicated utilising electronic means, which shall include, but not be limited to facsimile, e-mail or, electronic data interchange (EDI) or

any other computer readable medium.

"MEMBER AUTHORITY" shall, where the context so

permits, have a similar meaning.

For the purposes of this Policy, and where the context so permits, the phrase "in writing" shall include information transferred electronically in terms of the Scheme Authority.

#### 1.3 NOTICES AND COMMUNICATION

Every notice or communication to be given, sent or made under this Policy shall be in writing. In respect of any such notice or communication addressed to the Scheme it shall be delivered or sent by post and addressed to the Scheme at its address last notified by it in writing to Liberty Life. In respect of any such notice or communication addressed to Liberty Life it shall be delivered or sent by post and addressed to Liberty Life at its Head Office for the time being.

#### 1.4 1.4.1 CURRENCY, PLACE OF PAYMENT

All payments to or by Liberty Life under this Policy shall be made at Liberty Life's Head Office in the lawful currency of the Republic of South Africa means of an electronic fund transfer to or from an account designated by Liberty Life.

#### 1.4.2 **LAW**

Any question of law arising under this Policy shall be decided in accordance with the law of the Republic of South Africa.

#### 1.5 AMENDMENT TO POLICY CONDITIONS

- 1.5.1 Liberty Life may amend any provision or condition of this Policy after giving the Scheme one month's written notice (or such other period of notice as specifically provided otherwise) of its intention to effect the alteration.
- 1.5.2 No provision or condition of this Policy may be waived or modified in any way whatsoever except by an endorsement signed by an authorised official of Liberty Life.
- 1.5.3 Should any statutory authority introduce measures which affect this Policy or in the event of Liberty Life's basis of taxation being changed, or should a Scheme which requires approval by the relevant authorities have such approval refused or withdrawn, Liberty Life shall make such amendments to this Policy as it considers appropriate without any notice to the Scheme, but shall consult with the Scheme with regard to the reason for such amendment.
- 1.5.4 If the Scheme considers any amendment to be prejudicial it may discontinue this Policy in full or in part subject to the relevant discontinuance provision(s) contained herein.

#### 1.6 **DISCONTINUANCE AND TERMINATION**

- 1.6.1 An Employer may give 24 hours' written notice to discontinue participation in this Policy, to the Scheme and Liberty Life, within 30 days of the effective date of participation in the Scheme, provided that no claim for benefits in respect of a Member of that Employer has been made, or no event that would give rise to a claim for benefits has occurred.
- 1.6.2 An Employer may discontinue his participation in this Policy on expiry of one calendar month's written notice to Members, the Scheme and Liberty Life on or after expiry of the first anniversary of participation.
- 1.6.3 The participation of an Employer in this Policy may be discontinued by Liberty Life at any time on the occurrence of any one of the following events:
  - 1.6.3.1 The Employer being placed under judicial management, or in liquidation or effecting a compromise with its creditors.
  - 1.6.3.2 A Premium due by the Employer remaining unpaid for more than one calendar month from the date it becomes due.
  - 1.6.3.3 A material non-compliance with the provisions of the Rules and/or this Policy by the Employer. Liberty Life's decision in this regard shall be final.
- 1.6.4 The discontinuance of an Employer's participation in this Policy shall not affect the participation of any other Employer.
- 1.6.5 The discontinuance of an Employer's participation in this Policy shall not affect any claim by a Member where the event giving rise to the claim occurred before participation in this Policy is discontinued, provided that the potential claim is notified to Liberty Life within one month of the occurrence of the event giving rise to the claim, and Premiums in respect of that Member continue to be paid in terms of this Policy.
- 1.6.6 Any benefits being paid at the date of discontinuance shall continue to be paid subject to the provisions of this Policy.

- 1.6.7 In the event of the number of Employers or Members falling below the minimum number that Liberty Life is prepared to insure, under a Policy of this nature, then Liberty Life, on giving one calendar month's notice to each Employer of his intention, may discontinue this Policy. In this event the provision of clause 1.8.5 shall continue to apply.
- 1.6.8 On the termination of, or discontinuance of participation in, this Policy, whether by an Employer, the Scheme or Liberty Life, no surrender value is payable.

#### 1.7 **DISPUTES**

In the event of conflict between the provisions of the Rules, and the conditions of this Policy, the following shall apply:

- 1.7.1 In all matters relating to the rights and obligations of the Scheme, an Employer or Liberty Life, the conditions of this Policy shall prevail.
- 1.7.2 In all other matters, including the rights and obligations of Members, the provisions of the Rules shall prevail.
- 1.7.3 In all matters relating to the conditions of this Policy, if disputes cannot be resolved between the parties, they shall be referred to the Ombudsman for Long-term Insurance for a ruling.

#### 1.8 BENEFITS ARE NON-ASSIGNABLE

This Policy is issued solely for the benefit of the Scheme and no right, title, interest or benefit herein or hereunder may be ceded, assigned or disposed of in any manner without the prior written approval of Liberty Life.

#### 1.9 **DISCHARGE OF LIABILITY**

Notwithstanding anything to the contrary contained herein or in the Rules, the production by Liberty Life of an instruction duly signed by or on behalf of the Fund to make any payment to any person or body together with proof that such payment has been made by electronic fund transfer to the account reflected in such instruction, shall be final and conclusive evidence and proof that the payment has been paid and received. Liberty Life shall not be liable for any further action, claim or demand for whatever nature in respect thereof.

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#### 1.10 LIABILITY OF LIBERTY LIFE

Notwithstanding anything to the contrary contained herein or in the Rules, Liberty Life's total liability to the Scheme under this Policy at any one time shall not exceed the total amount insured as limited in the particular Schedules and any payments by Liberty Life under this Policy shall be accordingly so limited. If any changes are made to the Rules without the prior written approval of Liberty Life, they shall not increase Liberty Life's liability in respect of this Policy, even though they may purport to do so.

#### 2. DUTIES AND RESPONSIBILITIES OF THE SCHEME

#### The Scheme or Employer as is applicable shall:

- 2.1 Ensure that the Scheme at all times complies with any legislation relevant to the Scheme.
- 2.2 Within 30 days of a Member joining the Scheme, provide, or ensure that the Employer provides, the following information, in a form acceptable to Liberty Life in respect of Members:,
  - 2.2.1 The name, date of birth and gender of the Member;
  - 2.2.2 The Member's South African national identity number, or in the case of a Member who is not normally a South African resident such other identity number as Liberty Life shall require.
  - 2.2.3 The date of entry into the service of the Employer;
  - 2.2.4 The date of admission to Membership of the Scheme;
  - 2.2.5 The Member's Insured Benefit Salary from time to time.
- 2.3 Notify Liberty Life of the termination of a Member's Membership of the Scheme, the date that Membership ceased and the reason for termination of Membership within 30 days of the event.
- 2.4 Provide proof to the satisfaction of Liberty Life of the occurrence of any event giving rise to a claim for benefits under this Policy.
- 2.5 Provide proof to the satisfaction of Liberty Life of the continued existence of any person entitled to a benefit under this Policy.
- 2.6 Advise Liberty Life of any change in or to:-
  - 2.6.1 the nature of the business of the Employer;
  - 2.6.2 the industry in which the Member's Employer is engaged,

- 2.6.3 the occupation of any Member entitled to a benefit under this Policy;
- 2.6.4 the name of any Employer,
- 2.6.5 the address of any Employer; and
- 2.6.6 provide such other information as may reasonably be requested by Liberty Life.

Such advice shall be delivered in a form acceptable to Liberty Life within 30 days of the date of such change.

- 2.8 Pay all premiums due in terms of this policy within 30 days of the date on which they are due,
- 2.9 Advise Liberty Life of its intention to discontinue premiums as provided for in the relevant Schedules. An Employer wishing to terminate its participation in the Scheme shall be subject to the same condition. In the event that this Policy is discontinued as a whole, notwithstanding the requirements of the individual Schedules, the notice period required shall be one (1)) month.
- 2.10 Advise Members of any restriction or condition imposed by this Policy or any benefits afforded under it. Failure to do so shall not affect the operation of such restriction or condition.

#### 3 DUTIES AND RESPONSIBILITIES OF LIBERTY LIFE

#### **Liberty Life shall:**

- 3.1 Apply the amounts received in terms of this Policy for the purposes as set out in the relevant Schedules:
- 3.2 Pay benefits in accordance with the relevant Schedules;
- 3.3 Furnish the Scheme with any information it may reasonably require regarding this Policy;
- 3.4 Be entitled to terminate an Employer's participation in the Policy, on the happening of either of the following events,
  - 3.4.1 A Premium remaining unpaid for more than one calendar month from the date it becomes due.
  - 3.4.2 A material non-compliance by an Employer with the conditions of this Policy or the Rules.
- 3.5 Be entitled to terminate this Policy subject to thirty days' written notice to the Scheme if the number of Members should fall below the minimum number that Liberty Life is prepared to insure under a scheme of this nature or applicable to this type of business.
- 3.6 Not accept any claim for interest in respect of delays in payment of amounts or benefits resulting from the Scheme's failure to provide timeous or accurate member information as required in terms of Clause 2 of this Section of this Policy.

The following conditions shall apply in respect of all Insured Benefits in terms of this Policy

#### 1. SCHEDULE DEFINITIONS

"INSURED BENEFIT" means a Benefit payable in accordance with one

or more of the following Schedules;

**Death Benefits** 

Capital Disability Benefits Accidental Death Benefits Accidental Disability Benefits Partial Disability Benefits Dread Disease Benefits Spouse's Benefits

Family Benefits Educator Benefits

"MEDICAL FREE LIMIT" means the level of Benefit, which Liberty Life is

prepared to accept without medical evidence of

health.

"MEDICAL FREE COVER" and "FREE COVER

LIMIT" shall have a corresponding meaning.

"PREMIUM" means the amount payable to Liberty Life in

respect of a Member's Insured Benefit cover.

#### 2. RIGHT TO BENEFIT

- 2.1 In consideration for payment to Liberty Life of the Premiums and subject to satisfactory proof of the event giving rise to a claim for Insured Benefits and admission of the validity of the claim by Liberty Life, an Insured Benefit shall be payable.
- 2.2 The amount of the benefit shall be determined and paid in accordance with the Rules but shall be subject to any limitations, conditions and formalities imposed in terms of this Policy or required by law.
- 2.3 All claims for benefits in terms of this Policy shall be submitted in accordance with Liberty Life's standard requirements for Corporate Benefit Claims on the form prescribed by Liberty Life and accompanied by such supporting documents as Liberty Life shall advise.
- 2.4 A Member's right to Benefit terminates on the happening of the first of the following events:
  - 2.4.1 Termination/Discontinuance of the Scheme.

- 2.4.2 Cessation of participation of the Member's Employer in the Scheme.
- 2.4.3 Termination of the relevant Benefit Cover.
- 2.4.4 Termination of the Member's Membership.
- 2.4.5 Immediately following a Member becoming entitled to a Benefit in terms of the Rules, unless he is entitled to a further Benefit in terms of the Rules or this Policy.
- 2.4.6 The Member ceasing to be in permanent full-time employment of his Employer.
- 2.4.7 Non-payment of Premiums due.

#### 3. PREMIUMS

- 3.1 The Scheme shall pay to Liberty Life the Premiums due in terms of the relevant Insured Benefit Schedule.
- 3.2 Liberty Life shall advise the Scheme of the Premium payable.
- 3.3 Subject to 1 month's written notice being given to the Scheme by Liberty Life, the basis of the Premium rates may be varied at any time.
- 3.4 In the event of Premiums remaining unpaid, the Insured Benefits will cease after Liberty Life has given the Scheme seven days written notice of its intention to terminate the Benefits.

#### 4. COMMENCEMENT OF AND INCREASE IN COVER

- 4.1 Cover will commence on the date a Member satisfies the eligibility conditions as set out in the Rules.
- 4.2 If a Member, as a result of accident, disease, illness or injury, has been absent from work or is unable to perform all of his normal duties at work, either on the date his cover is due to commence or the date that any increase in cover as set out in Clause 5.4 below takes effect (or on the next working day if that day is not a working day), or at any time during the 20 working days prior to the aforementioned dates, then the cover will only commence or be increased as the case may be, on completion of 20 consecutive working days of performing his normal full-time duties after such dates. The Employer shall notify Liberty Life in writing of all relevant information and occurrences in this regard.
- 4.3 If a Member is admitted to the Scheme as a result of the eligibility conditions having been waived, in terms of the Rules, no Medical Free Limit

shall apply and such Member's cover shall be subject to the terms and conditions as Liberty Life may agree in writing with the Scheme. No cover will be granted unless expressly communicated in writing to the Scheme by Liberty Life.

#### 5. EVIDENCE OF INSURABILITY

- 5.1 Liberty Life is entitled to request such evidence, as it considers necessary, to establish the Premium rates and Free Cover Limit for any Insured Benefit. No Free Cover Limit will apply until confirmed in writing by Liberty Life.
- 5.2 Liberty Life may, at its sole discretion, grant Medical Free Cover. The amount of this Medical Free Cover, if any, may be altered at any time, provided that no such alteration shall have the effect of reducing the amount of any Member's existing cover or of making the terms of such existing cover less favourable. Liberty Life shall notify the Scheme or Employer in writing of any change in Medical Free Limit.
- 5.3 After attainment of age 65, or Normal Retirement Date, if earlier, any increase in a Member's Death Benefit, or the addition of a child for Educator Benefits as a result of the Member's death, shall be subject to submission of medical evidence and written acceptance by Liberty Life. In respect of all other Insured Benefits, a Member's cover shall cease on the earlier of attaining the Normal Retirement Date or the cession age reflected in the relevant Schedule.
- 5.4 Liberty Life is entitled to request such evidence, as it considers necessary, to assess the risk in respect of any Member in respect of cover, in excess of the Medical Free Limit or in the circumstances referred to in Clause 4.3 above.
  - 5.4.1 When Liberty Life requests medical evidence, the Member is entitled to cover, other than Educator Benefit cover, subject to Clause 4, for a period ending on the earlier of:
    - 5.4.1.1 the completion of 60 days from the date evidence was first requested by Liberty Life.
    - 5.4.1.2 the date on which a decision on the assessment of the risk is made.

The amount of cover shall, in respect of a newly admitted Member as well as a Member whose cover was previously accepted at ordinary terms and rates, be the Member's full entitlement in terms of the Rules. In both instances, the cover will be limited to the maximum amount of cover that Liberty Life is prepared to make available for that type of insurance from time to time.

- 5.4.2 Where all or a portion of the cover is provided for a Member on special terms then the provisions of Clause 5.4.1 shall not apply. Liberty Life may provide such cover, subject to such special terms and conditions as it lays down in writing.
- 5.4.3 Notwithstanding the provisions of Clauses 5.5.1 and 5.5.2, a Member must advise Liberty Life of any material change in health during the period when the risk is being assessed. Failure to do so may result in the terms granted being withdrawn and the possible restriction or declination of a claim.
- 5.4.4 On the expiry of the appropriate period referred to in clause 5.4.1 above, Liberty Life shall restrict the Member's cover to:
  - 5.4.4.1 the Medical Free Cover in the case of a newly admitted Member, or
  - the greater of the Medical Free Limit and lowest amount of his insurance accepted by Liberty Life in the previous 12 months. Provided that where the Member was previously underwritten, the amount of his cover previously accepted may be increased in accordance with Liberty Life's then current advance underwriting practice.
- 5.5.5 Liberty Life shall restrict the cover as in clause 5.4.4 above immediately upon receipt of written notification that the required medical evidence will not be provided.
- 5.5 Where medical evidence is submitted, Liberty Life may, after consideration of such evidence:
  - 5.5.1 accept the cover to be underwritten at standard rates and conditions, or
  - 5.5.2 defer a decision for a stated period, or
  - 5.5.3 decline to provide the cover, or
  - 5.5.4 accept the cover on special terms.
- 5.6 Where Clause 5.4.2 or Clause 5.5.4 applies the Employer will be advised in writing of the special terms, and will be deemed to have accepted them unless Liberty Life receives notification in writing of non-acceptance within 14 days of Liberty Life's initial advice.

- 5.7 In the event of a claim for a death benefit, accidental death benefit, spouse's death benefit or family benefit on the life of the Member, arising within twelve months of the commencement of, or increase in, a Member's cover, as a result of a pre-existing medical condition for which the Member required, sought or should have sought treatment during the twelve months prior to:
  - 5.7.1 The date of his commencement of Membership, in the case of a newly admitted Member, Liberty Life shall restrict the Member's benefit, to an amount equal to the lesser of
    - 5.7.1.1 the Member's entitlement, or
    - 5.7.1.2the Medical Free Limit at the date of commencement of Membership, or
    - 5.7.1.3 an amount of R100 000 or such other amount as Liberty Life shall determine.
  - 5.7.2 The date of the increase in cover, in the case of a Member whose cover was previously accepted at standard rates and conditions, Liberty Life shall restrict the Member's benefit as in Clause 5.5.4 above.
- 5.8 In the event of a claim for any benefit, other than an Educator Benefit, provided in terms of this Policy not stated in Clause 5.7 above, arising within twelve months of the commencement of, or increase in, a Member's cover, as a result of a pre-existing medical condition for which the Member required, sought or should have sought treatment during the twelve months prior to;
  - 5.8.1 the date of his commencement of Membership, in the case of a newly admitted Member, no benefit shall be payable in the event of a claim arising during the first 12 months of insurance as a result of a pre-existing condition, and
  - 5.8.2 the date of the increase in cover in respect of a Member whose benefit was previously accepted at standard rates and conditions, the benefit will be restricted to the greater of the Medical Free Cover and the amount of his insurance previously accepted by Liberty Life twelve months prior to the date of diagnosis.
- 5.9 Where Liberty Life has underwritten the Member and accepted the risk in writing, the conditions of Clauses 5.7 and 5.8 shall not apply.

#### 6. TERRITORIAL LIMITS

- 6.1 Cover will be provided for Members and other insured lives who are ordinarily resident in the Republic of South Africa, and in such other territories as agreed to in writing by Liberty Life from time to time.
- 6.2 Continuation of cover for Members and other insured lives who become temporarily resident outside the Republic and cover for Members or other insured lives (if any) who are non-residents of the Republic, or engaged in extended service outside the Republic, shall be subject to and governed by the terms and conditions of Liberty Life's practices from time to time.

#### 7. PERSONAL INSURANCE OPTIONS

- 7.1 A Member who retires or leaves his Employer's service, on or before his Normal Retirement Date (except through ill-health of whatever nature, disability or continuing as a Member in the service of another Employer) may be entitled to effect within 30 days of his retirement or withdrawal an individual life insurance policy without a declaration of health. Any specific terms and conditions under which such option(s) may be effected are reflected in the various Insured Benefit Schedules.
- 7.2 Any new insurance policy effected in terms hereof shall be issued on the same terms and conditions as would apply if the Member were in first class health in accordance with Liberty Life's practice, terms and conditions for a new individual life insurance policy at that time, but Liberty Life reserves the right to impose special terms on the grounds of occupational or avocational risk.
- 7.3 Individual life insurance policies that may be effected in terms of this Clause, shall be such class of policy as Liberty Life may be prepared to make available from time to time and subject to such business rules as Liberty Life shall normally apply to such policies.
- 7.4 Notwithstanding the provisions of this section, should Liberty Life be unable to issue an individual life insurance policy due to the limitations contained in Clause 7.2, or Clause 7.3 then no option will be available.
- 7.5 If the Member who has previously exercised a continuation option under the Policy rejoins the Scheme and once again becomes entitled to exercise a continuation option, the initial sum insured referred to in Clause 7.1 above will be reduced by the amount of the continuation option previously exercised.
- 7.6 No continuation option is available to a Member:

- 7.6.1 Who is in receipt of, or who is about to draw or was drawing immediately prior to the event giving rise to an option, a benefit from any disability arrangement, including a permanent health insurance scheme, operated by his Employer or in which his Employer participates, or who's Child is in receipt of an Educator Benefit.
- 7.6.2 Whose Employer has given notice, or has been given notice, of discontinuance as contemplated in the Rules of the Scheme or who has ceased payment of Premiums as contemplated in the Insured Benefits Schedule.
- 7.6.3 Within the first year of Membership.
- 7.6.4 Who leaves the Employer's service as a result of being unable to perform his occupation due to ill health, whether or not a claim for disability benefits has been lodged.
- 7.6.5 Whose Benefit under this Policy was accepted at special terms or conditions
- 7.7 Notwithstanding anything to the contrary contained herein, any individual life insurance policy issued in terms of this Clause shall be subject to such requirements or conditions in respect of Acquired Immunodeficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and smoking as Liberty Life may specify at the time of issue in terms of its practice in respect of individual life insurance policies at that time.
- 7.8 Where the provision of cover is subject to any limits, the maximum cover available under any option will be advised by Liberty Life to the Scheme and the Employer from time to time.

#### 8. RIGHT TO INFORMATION

- 8.1 Notwithstanding anything contained in this Policy to the contrary, it is a provision of Liberty Life granting cover in terms of any Insured Benefit that in the event of a Member, his dependants or any other party making a claim against this Policy for an Insured Benefit, that the Member shall be deemed to have granted Liberty Life the right of access to any information regarding the Member that Liberty Life may reasonably require in order to assess the validity of such claim.
- 8.2 The information to which Liberty Life is granted right of access shall include, but not be limited to, information regarding the Member's state of health at any time irrespective of whether Liberty Life requested evidence of insurability in terms of Clause 5 of this Section.

- 8.3 The Employer shall advise Members of the contents of this Clause. Unless Liberty Life receives written notification to the contrary, each Member shall be deemed to have accepted the conditions hereof.
- 8.4 Failure by the Employer to advise Members shall not affect the operation of this Clause.

#### 9. EXCLUSIONS

- 9.1 Notwithstanding anything contained to the contrary in any Schedule in this Policy, in the event of a claim for any Insured Benefits arising directly or indirectly from any of the following:
  - 9.1.1 War, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
  - 9.1.2 An act of terrorism, meaning, an act including but not limited to, the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear, whether determined in terms of any relevant legislation to have been an act of terrorism or not; or
  - 9.1.3 The use of nuclear, biological or chemical weapons, or attacks on, or sabotage of, facilities and storage depots, whether direct or remotely initiated, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents;

the Insured Benefit will be an amount determined by Liberty Life, which amount will not be less than twice the affected Member's accumulated net premium for the benefit claimed, received by Liberty Life in the twelve month period prior to claim, or such shorter period if the Member has not been insured for the benefit by Liberty Life for twelve months.

- 9.2 In addition to the above general exclusions, the following exclusions are applicable to the specific benefits stated:
  - 9.2.1 In respect of Death Benefits, Educator Benefits payable as a result of the Member's death, Spouse's Death Benefits and Family Benefits, should a Member or a Member's Spouse where applicable, whether sane or insane, die by their own act within 12 months of the commencement of the death benefit cover, then the insured death benefit shall be restricted to the amount described in the Schedule of Insured Benefits Clause 5.7.

- 9.2.2 In respect of Capital Disability Benefits, Educator Benefits payable on Disability, Accidental Death Benefits, Accidental Disability Benefits, a Benefit shall not be payable in the event of the incapacity of a Member or a Member's Spouse arising from any of the following:
  - 9.2.2.1 injury which is self-inflicted or in any way deliberately caused by the Member or Spouse;
  - 9.2.2.2 involvement in any riot, civil commotion whether assuming the proportions of or amounting to an uprising or not, infringement of martial law, or any act incidental to, or arising from, such an occurrence;
  - 9.2.2.3 any act of the Member or Spouse which is a wilful and material violation of any law;
  - 9.2.2.4 consumption of alcohol or taking of poisons or drugs or the application of medications except as bona fide prescribed by a qualified medical practitioner;
  - 9.2.2.5 participation in any form of aviation other than as a passenger travelling between licensed airfields in a licensed aircraft flown by a duly licensed pilot;
  - 9.2.2.6 participation in any hazardous sport or pursuit, including, (but without limiting the generality of the a foregoing) rock climbing, scuba diving, hang-gliding, and speed contests of any kind;
  - 9.2.2.7 exposure to atomic energy, nuclear fission or reaction, radiation, biological or chemical hazards whether accidental or not:
  - 9.2.2.8 Without derogating from the generality of the above clauses, it is specifically provided that in respect of Capital Disability Benefits and Accidental Disability Benefits, no claim for mental illness or mental impairment will be admitted where the existence of the excluded conditions reflected in Clauses 9.2.2.1, 9.2.2.3 or 9.2.2.4 above is present either prior to or following the diagnosis of the mental illness or impairment whether a causal link can be established or not.

### GROUP RISK BENEFITS POLICY SCHEDULE OF DEATH BENEFITS

#### 1. SCHEDULE DEFINITIONS

"DEATH BENEFIT" means the Benefit payable in accordance with

this Schedule;

"PREMIUMS" means the amount payable to Liberty Life in

respect of a Member's Death Benefit cover.

#### 2. RIGHT TO BENEFIT

2.1 In consideration of payment to Liberty Life of the Premiums and subject to satisfactory proof of the death of a Member and admission of the validity of the claim by Liberty Life, a Death Benefit shall be payable.

- 2.2 In addition to the events reflected in Clause 2.3 of the Schedule of Insured Benefits, a Member's right to this benefit terminates when;
  - 2.2.1 the Member still in the permanent full-time employment of his Employer attains age 70.
  - 2.2.2 a Member becoming entitled to a benefit, other than a Death Benefit, in terms of the Rules unless provision to the contrary is made under the terms and conditions applicable to such benefit.
- 2.3 The cover for a Member's Death Benefit shall continue while he is in receipt of disability income benefits from a permanent health insurance scheme (which is substantially equivalent to a Liberty Life Income Plan) operated by his Employer, or in which his Employer participates. In this event, and subject to the provisions of this Policy, Insured Benefit Salary shall be determined at the date of commencement of disability.

#### 3. PERSONAL INSURANCE OPTIONS (DEATH BENEFITS)

Subject to the conditions of Clause 7 of the Schedule of Insured Benefits, a Member who retires, or leaves his Employer's service on or before his Normal Retirement Date, or age 65, if earlier, may effect within 60 days of his retirement or withdrawal, an individual life insurance policy without evidence of health.

The policy shall be for an initial sum insured not exceeding that part of his Death Benefit, but excluding any Death Benefit expressed as a pension payable to a surviving spouse or child, at the date of withdrawal or retirement as was granted under this Policy at standard rates and conditions.

#### 1. SCHEDULE DEFINITIONS

"DATE OF DISABLEMENT"

means the 91st day following the date of incapacity as referred to in the definition of Disability.

"DATE OF IMPAIRMENT

means the 91st day following the date of incapacity as referred to in the definition of Impairment.

"DISABILITY"

shall mean Own or Reasonable Occupational Disability or Total Disability as defined below, after due consideration of the Employer's accommodation of the affected Employee in terms of the Labour Relations Act.

Where the context so admits, the words "DISABLED" and "DISABILITY" shall have a meaning that corresponds with that of this definition.

Without in any way derogating from the generality of this definition.

- it is specifically agreed that the withdrawal of a certificate of competence of a Member for whom such certificate of competence is required in order to perform his Normal Occupation, or the termination of his employment for health-related reasons, shall not automatically constitute disablement.
- the permanence of such incapacity shall be assessed considering medical and other treatment that the Member could reasonably be expected to undergo.
- at the absolute discretion of Liberty Life the 90day period may be waived in part or in full.

"OWN OR REASONABLE DISABILITY" means incapacity arising directly or indirectly from bodily injury, illness, disease or surgical operation of such a nature that the Member is, and has been for the immediately preceding period of ninety days (and as far as can be ascertained shall continue permanently to be), continuously and wholly prevented from engaging in the Member's own normal occupation, or of any other occupation which he could reasonably be expected to follow taking into account his knowledge, education, training, abilities or experience.

"TOTAL DISABILITY" means incapacity of such a nature that the

Member is, and has been for the immediately preceding period of ninety days (and as far as can be ascertained shall continue permanently to be), continuously and wholly prevented from engaging in any occupation for remuneration or profit.

"IMPAIRMENT" means a loss, loss of use, or derangement of any

body part, organ system or organ function.

"PERMANENT" means an Impairment that has stabilised over a

period of time sufficient to allow optimal tissue repair and is unlikely to change in spite of further

medical or surgical treatment.

"PREMIUM" means the amount payable to Liberty Life in

respect of a Member's Capital Disability Benefit or Impairment benefit cover in terms of this

Schedule.

"WHOLE PERSON IMPAIRMENT (WPI)"

means the following percentages of Impairment in respect of the various body systems specifically referred to, on which the payment of Impairment

benefits shall be based.

#### (1) CARDIOVASCULAR

This benefit covers:

- Valvular Heart Disease
- Coronary Artery Disease
- Cardiomyopathy
- Pericardial Disease
- Arrhythmias
- Hypertensive Heart Disease
- Diseases of the Aorta
- Diseases of the Pulmonary Arteries

with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
30% and 49%	50%
50% and 74%	75%
75% and 100%	100%

#### (2) RESPIRATORY SYSTEM

This benefit covers disorders of the Respiratory system with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
26% and 50%	50%

51% and 75% 75% 76% and 100% 100%

#### (3) DIGESTIVE SYSTEM

#### (3.1) Upper and Lower Gastro-intestinal Tract

This benefit covers disorders of the Upper and Lower Gastro-intestinal Tract with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover	

25% and 49% 50% 50% and 75% 75%

#### (3.2) Anal Disease

This benefit covers anal disease with a resultant Impairment of the Whole Person of:

WPI of between Be	nefit as a proportion	of Accepted Cover
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20% and 35% 25%

#### (3.3) Liver Disease

This benefit covers liver disease with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cove	

30% and 49%	50%
50% and 74%	75%
75% and 95%	100%

#### (3.4) Hernia

The benefit covers permanent impairment as a result of a hernia with a resultant Impairment of the Whole Person of:

WPI of between Benefit as a proportion of Accepted Cove	WPI of between	Benefit as a proportion of Accepted Cover
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20% and 30% 25%

#### (4) The Urinary System.

#### (4.1) Upper Urinary Tract

This benefit covers Upper Urinary Tract disease with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proporti	on of Accepted Cover

35% and 60% 50% 61% and 95% 100%

#### (4.2) Bladder

This benefit covers disorders of the bladder with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Co	ver
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41% and 70% 75%

#### (4.3) Urethra

This benefit covers disorders of the urethra with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a pro	oportion of Accepted Cover
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20% and 40% 50%

#### (5) SKIN

This benefit covers disorders of the skin with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover

25% and 54%	50%
55% and 84%	75%
85% and 95%	100%

#### (6) BLOOD

#### (6.1) Anaemia

This benefit covers anaemia with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover	
31% and 70%	50%	
71% and 100%	100%	

#### (6.2) White Cells and Platelets

This benefit covers disorders of the white blood cells and platelets with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover	
34% and 55%	50%	
56% and 79%	75%	
80% and 100%	100%	

#### (6.3) Clotting Disorders

This benefit covers blood clotting disorders with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover	
31% and 55%	50%	
56% and 79%	75%	
80% and 100%	100%	

#### (7) ENDOCRINE

#### (7.1) Hypothalmic Pituitary Axis

This benefit covers disorders of Hypothalmic Pituitary Axis with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover	
25% and 50%	50%	

#### 7.2) Hypo-adrenalism

This benefit covers Hypo-adrenalism with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
30% and 90%	50%

#### (7.3) Hyper-adrenocorticism

This benefit covers Hyper-adrenocorticism with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover	
40% and 100%	50%	

#### (7.4) Pheochromocytoma

This benefit covers Pheochromocytoma with a resultant Impairment of the Whole Person of:

WPI of between Benefit as a proportion of Accepted Cover

30% and 90% 50%

(7.5) Diabetes Mellitus

Type 1 or 2 Diabetes Mellitus with evidence of organ damage The claim shall be assessed as per the appropriate affected organ system

#### (8) EAR, NOSE AND THROAT

#### (8.1) Hearing

This benefit covers hearing disorders with a resultant Impairment of the Whole Person of:

25% and 30% 25% 31% and 35% 50%

#### (8.2) Vestibular Disorders

This benefit covers vestibular disorders with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a pr	oportion of Acc	cepted Cover

31% and 60% 50% 61% and 95% 100%

#### (8.3) Face

This benefit covers disorders of the face with a resultant Impairment of the Whole Person of:

WPI of between Benefit as a proportion of Accepted Cov
--

16% and 50% 25%

#### (8.4) Upper Air Passages

This benefit covers disorders of the upper air passages with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
30% and 49%	50%
50% and 89%	75%
90% and 100%	100%

#### (8.5) Voice/Speech Impairment

This benefit covers voice and speech impairments with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover	
28% and 30%	25%	
31% and 35%	50%	

#### **Exclusion**

Voice and speech impairments caused by psychological conditions are specifically excluded.

#### (9) VISUAL SYSTEM

This benefit covers blindness with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
Blindness in one eye	25%
Blindness in both eyes	100%

#### (10) CENTRAL NERVOUS SYSTEM

#### (10.1) Impairment of Consciousness

This benefit covers impairment of consciousness with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
40% and 69%	75%
70% and 90%	100%

#### (10.2) Episodic Loss of Consciousness

This benefit covers impairment due to episodic loss of consciousness or awareness with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
30% and 49%	50%
50% and 70%	75%

#### (10.3) Sleep Disorders

This benefit covers sleep disorders with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
30% and 69%	50%
70% and 90%	100%

#### Qualification

To qualify as a valid claim, the claimant must have been treated through a sleep clinic.

#### (10.4) Mental Disorders

This benefit covers mental disorders include general effects of organic brain disorders and dementia and no other psychiatric disorders.

The benefit is rated according to the resultant permanent Whole Person Impairment.

WPI of between	Benefit as a proportion of Accepted Cover
30% and 49%	50%
50% and 70%	75%

#### Qualification

A waiting period of two years shall apply for all mental disorder claims.

#### (10.5) Aphasia

This benefit covers aphasia with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
25% and 39%	50%
40% and 60%	75%

#### (10.6) Cranial Nerves (number 5)

This benefit covers impairments of the cranial nerves (number 5) with a resultant Impairment of the Whole Person of:

WPI of between Benefit as a proportion of Accepted Cover

25% and 35% 50% (10.7) Cranial Nerves (number 7)

This benefit covers impairments of the cranial nerves (number 7) with a

resultant Impairment of the Whole Person of:

WPI of between Benefit as a proportion of Accepted Cover

25% and 35% 50%

(10.8) Cranial Nerves (number 8)

This benefit covers impairments of the cranial nerves (number 8) with a resultant Impairment of the Whole Person of:

WPI of between Benefit as a proportion of Accepted Cover

20% and 49% 50% 50% and 70% 75%

(10.9) Cranial Nerves (number 9,10,12)

This benefit covers impairments of the cranial nerves (number 9,10,12) with a resultant Impairment of the Whole Person of:

WPI of between Benefit as a proportion of Accepted Cover

40% and 60% 75%

(10.10) Gait Disorders

This benefit covers gait disorders as a result of a central nervous system disorder, including problems maintaining balance and stable gait, with a resultant Impairment of the Whole Person of:

WPI of between Benefit as a proportion of Accepted Cover

20% and 39% 25% 40% and 60% 50%

(10.11) Neurological Impairment of Respiration

This benefit covers neurological impairment of respiration with a resultant Impairment of the Whole Person of:

WPI of between Benefit as a proportion of Accepted Cover

50% and 89% 75% 90% and 100% 100%

#### (11) MENTAL AND BEHAVIOURAL DISORDERS

The benefit covers schizophrenia and other psychotic disorders and mood disorders based on the Diagnostic and Statistical Manual of Mental Disorders (DSM IV) classification

Level of Impairment	Benefit as a i	proportion of	Accepted Cover
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Marked Impairment	50%
Extreme Impairment	75%

#### Qualification

The claimant must have been on optimal therapy for a reasonable period before a claim shall be admitted, in order to assess the degree of permanence. Marked and Extreme Impairment shall be assessed according to the class of impairment in the AMA guide

#### (12) THE SPINE

This benefit covers impairments of the Lumbar, Thoracic and Cervical regions of the spine.

The initial assessment of spinal impairment shall be by the Diagnostic Related Estimate (DRE) method. If this method is not possible, a suitable alternative method, as prescribed in the AMA Guide, shall be used.

#### (12.1) Lumbar Spine

This benefit covers disorders of the lumbar spine with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
25% and 28%	25%

#### (11.2) Thoracic Spine

This benefit covers disorders of the thoracic spine with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
20% and 23%	25%

#### (11.3) Cervical Spine

This benefit covers disorders of the cervical spine with a resultant Impairment of the Whole Person of:

WPI of between	Benefit as a proportion of Accepted Cover
25% and 34%	25%
35% and 38%	50%

#### (13) THE LIMBS

This benefit covers the loss or loss of use of the limbs as a result of disease or injury:

UPPER LIMBS Loss or loss of use of	Benefit as a proportion of Accepted Cover
Thumb through MP joint Hand at MP joint Arm below the elbow Arm below the shoulder	12,5% 25% 37,5% 37,5%
LOWER LIMBS Loss or loss of use of	Benefit as a proportion of Accepted Cover
Leg through the hip Leg above the knee Leg below the knee Foot Hemipelvectomy	25% 25% 25% 12,5% 25%

The table shows the benefit payable for a unilateral loss (i.e. loss of 1 arm). If more than one limb is lost or the Member loses the use of more than 1 limb, the benefit percentages must be added, subject to a maximum benefit of 100%.

#### (14) CANCER

Claims for the cancer benefit shall be assessed based on the affected organ system

#### (15) GENERAL CONDITIONS

- 15.1 Capital disability benefits are provided on the basis of a Member's Own or Reasonable Occupation or Total Disability definition, or on the basis of Impairment.
- 15.2 Impairment benefits are determined in accordance with the Whole Person Impairment (WPI) principles utilising the American Medical Association (AMA) Guidelines for the evaluation of Permanent Impairment.
- 15.3 The level of benefit is determined as a percentage of the Member's Accepted Cover.
- 15.4 The Member may claim in respect of one body system at a time. Where, as a result of a single event, a claim in respect of more than one body system can be made, the claim with the highest percentage of Whole Body Impairment shall be utilised.

15.5 Should a Member submit a second claim within 30 days of a previous claim, these shall be treated as claims from the same event.

#### 2 RIGHT TO BENEFIT

- 2.1 In consideration for payment to Liberty Life of the Premiums, and provided that Liberty Life is notified of the event giving rise to such Disability or Impairment within 3 months of its occurrence, then, subject to satisfactory proof of the Disablement or Impairment of the Member and admission of the validity of the claim by Liberty Life, a Capital Disability or Impairment Benefit shall be payable.
  - 2.1.1 Under the Progressive Disability benefit, a Member who does not qualify for an Occupational Disability benefit shall be assessed for an Impairment benefit.
- 2.2 In addition to the events reflected in Clause 2.3 of the Schedule of Insured Benefits, a Member's right to this benefit terminates when;
  - 2.2.1 the Member attains Normal Retirement Date or age 65, irrespective of whether he continues in the service of his Employer after attaining such age; or upon.
  - 2.2.2 termination of the death benefit cover provided in terms of the Schedule of Death Benefits.

#### **3 REDUCTION IN COVER**

Where a Member becomes Disabled or Impaired within 5 years of his Normal Retirement Date, or age 65, if earlier, the Capital Disability or Impairment Benefit shall be calculated in accordance with the following table:

Period from Date of Disablement or Impairment to Normal Retirement Date or attaining age 65 (if earlier)	Percentage of Benefit Payable
Less than 1 year	16 2/3 %
At least 1 year but less than 2 years	33 1/3 %
At least 2 years but less than 3 years	50 %
At least 3 years but less than 4 years	66 2/3%
At least 4 years but less than 5 years	83 1/3%
5 years and over	100 %

#### 4. LIMITATION OF BENEFIT

4.1 The Capital Disability or Impairment Benefit shall, where necessary, be reduced in accordance with any agreement or protocol that Liberty Life may have subscribed to under the auspices of the Life Offices' Association. In determining the amount by which a Member's benefit is to be reduced, account shall be taken of all benefits payable on disability or Impairment (except those to be excluded in terms of the agreement or protocol mentioned above) regardless of whether such benefits are

paid by way of a lump sum or regular instalments and regardless of the source of such benefits. Liberty Life shall notify the Scheme or the Member's Employer of any reduction in the Capital Disability or Impairment Benefit payable to a Member.

4.2 Notwithstanding the limitations referred to in Clause 4.1 above, the maximum Capital Disability Benefit, including any Impairment Benefit to which a Member may be entitled to from all sources shall not exceed an amount of R 9 500 000.

#### 5. **EXCLUSIONS**

In addition to the exclusions contained in Clause 9 of the Insured Benefit Conditions, a Capital Disability or Impairment Benefit shall not be payable in the event that:

- 5.1 the member declines to undergo any medical treatment recommended by his own medical practitioner or Liberty Life's Chief Medical Officer, which he could reasonably be expected to undergo and which could substantially improve or remove the disability:
- 5.2 The employer has failed to provide reasonable retraining or reskilling of a member at the employer's cost, regard being had to his education, previous training and work experience.

### 6. PERSONAL INSURANCE OPTION (CAPITAL DISABILITY AND IMPAIRMENT)

- 6.1 Subject to the conditions of Clause 7 of the Schedule of Insured Benefits, a Member who leaves his Employer's service on or before attains age 60 who effects an individual life insurance policy in terms of the Schedule of Death Benefits, may exercise a simultaneous option in respect of his Capital Disability or Impairment Benefit. The policy shall be for an initial sum insured not exceeding such part of his Capital Disability or Impairment Benefit as was granted under this Policy at standard rates and conditions.
- 6.2 No Personal Insurance Option shall be available to a Member who has already received any benefit, whether whole or partial, under this Section of the Policy.

# GROUP RISK BENEFITS POLICY SCHEDULE OF ACCIDENTAL DEATH BENEFITS (CONTINUED)

#### 1. SCHEDULE DEFINITIONS

"ACCIDENTAL DEATH" shall mean death as a result of bodily injury

caused directly by accidental, violent, external and

visible means within 90 days of the event.

"ACCIDENTAL DEATH

**BENEFIT**"

shall mean the benefit payable in accordance with

this Schedule.

"PREMIUMS" shall mean the amount payable to Liberty Life in

respect of a Member's Accidental Death Benefit

cover.

#### 2. RIGHT TO BENEFIT

2.1 In consideration for payment to Liberty Life of the Premiums and subject to satisfactory proof of the accidental death of a Member and admission of the validity of the claim by Liberty Life, an Accidental Death Benefit shall be payable.

- 2.2 The amount of the benefit shall be limited to an overall maximum of the lesser of:
  - 2.2.1 the maximum amount of cover made available by Liberty Life from time to time and
  - 2.2.2 an amount equal to the Member's Death Benefit in terms of the Schedule of Death Benefits, excluding any Death Benefit expressed as a pension payable to a surviving spouse or child.
- 2.3 In addition to the events reflected in Clause 2.3 of the Schedule of Insured Benefits, a Member's right to this benefit terminates upon the earlier of:
  - 2.3.1 the Member attaining age 65; or
  - 2.3.2 termination of the Death Benefit Cover in terms of the Schedule of Death Benefits.
- 2.4 The cover for a Member's Accidental Death Benefit shall continue while he is in receipt of disability income benefits from a permanent health insurance scheme (which is substantially equivalent to a Liberty Life Income Plus Plan) operated by his Employer or in which his Employer participates. In this event, and subject to the provisions of this Policy, Insured Benefit Salary shall be determined as at the date of disability.

#### 3. PERSONAL INSURANCE OPTION (ACCIDENTAL DEATH BENEFIT)

No option is available in respect of this benefit.

# GROUP RISK BENEFITS POLICY SCHEDULE OF ACCIDENTAL DISABILITY BENEFITS (CONTINUED)

#### 1. SCHEDULE DEFINITIONS

"ACCIDENTAL shall mean "Disability", as defined in the Schedule of Capital Disability Benefits, caused solely and

directly by accidental, violent, external and visible

means.

"ACCIDENTAL shall mean the benefit payable in accordance with

**DISABILITY BENEFIT**" this Schedule.

"PREMIUMS" shall mean the amount payable to Liberty Life in

respect of a Member's Accidental Disability

Benefit cover.

#### 2. RIGHT TO BENEFIT

2.1 In consideration for payment to Liberty Life of the Premiums and subject to satisfactory proof of the accidental disability of a Member and admission of the validity of the claim by Liberty Life, an Accidental Disability Benefit shall be payable.

- 2.2 The amount of the benefit shall be limited to an overall maximum of the lesser of:
  - 2.2.1 the maximum amount of cover made available for this type of benefit by Liberty Life from time to time and
  - 2.2.2 an amount equal to the Member's Accidental Death Benefit in terms of the Schedule of Accidental Death Benefits.
- 2.3 In addition to the events reflected in Clause 2.3 of the Schedule of Insured Benefits, a Member's right to this benefit terminates upon;
  - 2.3.1 the Member attaining the earlier of Normal Retirement Age or age 65;
  - 2.3.2 termination of the Death Benefit Cover in terms of the Schedule of Death Benefits;
  - 2.3.3 the Member becoming entitled to any other Insured Benefit in terms of this Policy.
  - 2.3.4 the Member becoming entitled to receipt of disability income benefits from a permanent health insurance scheme (which is substantially equivalent to a Liberty Life Income Plus Plan) operated by his Employer or in which his Employer participates.

# GROUP RISK BENEFITS POLICY SCHEDULE OF ACCIDENTAL DISABILITY BENEFITS (CONTINUED)

#### 3. REDUCTION IN COVER

Where a Member becomes disabled within 5 years of his Normal Retirement Date or age 65 if earlier the Accidental Disability Benefit shall be calculated in accordance with the following table:

Period from Date of Disablement to Normal Retirement Date or Attaining age 65 (if earlier)	Percentage of Benefit Payable		
Less than 1 year	16 2/3%		
At least 1 year but less than 2 years	<b>33</b> 1/3%		
At least 2 years but less than 3 years	50 %		
At least 3 years but less than 4 years	66 2/3%		
At least 4 years but less than 5 years	83 1/3%		
5 years and over	100 %		

#### 4. LIMITATION OF BENEFIT

The Accidental Disability Benefit shall, where necessary, be reduced in accordance with any agreement or protocol that Liberty Life may have subscribed to under the auspices of the Association for Savings and Investments South Africa(ASISA). In determining the amount by which a Member's benefit is to be reduced, account shall be taken of all benefits payable on disability (except those to be excluded in terms of the agreement or protocol mentioned above) regardless of whether such benefits are paid by way of a lump sum or regular instalments and regardless of the source of such benefits. Liberty Life shall notify the Scheme or the Employer of any reduction in the Accidental Disability Benefit payable to a Member.

### 5. PERSONAL INSURANCE OPTION (ACCIDENTAL DISABILITY BENEFIT)

No option is available in respect of this benefit.

# GROUP RISK BENEFITS POLICY SCHEDULE OF PARTIAL DISABILITY BENEFITS

#### 1. SCHEDULE DEFINITIONS

"PARTIAL DISABILITY" means the total and permanent loss of use of use

of eyes, hands, feet, hearing or speech or the

physical separation of limbs, fingers and toes.

"PARTIAL DISABILITY

BENEFIT"

means the benefit payable in accordance with this

Schedule.

"INSURED BENEFIT

SALARY"

has the meaning as defined in the Rules.

"PREMIUM" means the amount payable to Liberty Life in

respect of a Member's Partial Disability Benefit

Cover in terms of this Schedule.

#### 2. RIGHT TO BENEFIT

- 2.1 In consideration of payment to Liberty Life of the Premiums and subject to satisfactory proof of the partial disability of a Member and admission of the validity of the claim by Liberty Life, a Partial Disability Benefit shall be payable.
- 2.2 In addition to the events reflected in Clause 2.3 of the Schedule of Insured Benefits, a Member's right to this benefit terminates when;
  - 2.2.1 The Member attaining the earlier of Normal Retirement Age or age 65.
  - 2.2.2 Termination of the Death Benefit Cover in terms of the Schedule of Death Benefits.
  - 2.2.3 The Member becoming entitled to any other Insured Benefit in terms of this Policy.
- 2.3 A Member's Partial Disability cover shall continue while he is in receipt of disability income benefits from a permanent health insurance scheme operated by his Employer. In this event, and subject to the provisions of this Policy, Insured Benefit Salary shall be determined at the date of disability in terms of such permanent health insurance scheme.

# GROUP RISK BENEFITS POLICY SCHEDULE OF PARTIAL DISABILITY BENEFITS (CONTINUED)

#### 3. **REDUCTION IN COVER**

Where a Member becomes disabled within 5 years of his Normal Retirement Date or age 65 if earlier the Partial Disability Benefit shall be calculated in accordance with the following table:

Period from Date of Disablement to Normal Retirement Date or Attaining age 65 (if earlier)	Percentage of Benefit Payable		
Less than 1 year	16 2/3%		
At least 1 year but less than 2 years	33 1/3%		
At least 2 years but less than 3 years	50 %		
At least 3 years but less than 4 years	66 2/3%		
At least 4 years but less than 5 years	83 1/3%		
5 years and over	100 %		

#### 4. LIMITATION OF BENEFIT

- 4.1 Where a Partial Disability Benefit is paid, a Member's Death Benefit (and equally his Capital Disability Benefit or Accidental Disability Benefit, if any) in terms of these Rules shall be reduced. The reduction shall be in the proportion that the Member's Partial Disability Benefit bears to the relative Benefit for which such Member is covered at the date of the occurrence of the event giving rise to the Partial Disability claim.
- 4.2 In the event of a Partial Disability Benefit being paid Liberty Life may on request of the Member and subject to Liberty Life's practice, conditions and limitations applicable at the time, reinstate such Member's Death Benefits (and Capital Disability Benefit or Accidental Disability Benefits, if any).
- 4.3 Where such benefits are not reinstated any subsequent claim by a Member for Partial Disability Benefits shall be limited to the proportion or whole of the remaining available Partial Disability Benefits. The aggregate of all Partial Disability Benefits may not exceed 100% of the Partial Disability insurance applicable to a Member at the time of his most recent claim.

#### 5 PERSONAL INSURANCE OPTION (PARTIAL DISABILITY BENEFIT)

No option is available in respect of this benefit.

#### 1. SCHEDULE DEFINITIONS

"DREAD DISEASE means the benefit payable in accordance with this

BENEFIT" Schedule.

**"INSURED BENEFIT** has the meaning as defined in the Rules.

SALARY"

"PREMIUMS" means the amount payable to Liberty Life in

respect of a Member's Dread Disease Benefit

Cover in terms of this Schedule.

#### **DEFINITIONS IN RESPECT OF LIVING PLAN BENEFITS**

"EVENT" shall mean any one of the following defined

contingency events, occurring after the date of

commenced of this benefit:

#### **CANCER AND LEUKAEMIA**

The presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells with the invasion of normal tissue. Unequivocal histological evidence of invasive malignancy must be provided.

The level of benefit payable is dependent on the stage of the cancer.

Proportion of sum assured payable	Criterion to qualify for the benefit	
25%	Diagnosis of Leukaemia	
100%	<ul> <li>Stages 1 to 4 Cancer</li> <li>Failure of treatment for Leukaemia</li> <li>Relapse of Leukaemia</li> <li>Diagnosis of Acute Myoblastic Leukaemia with poor prognosis</li> <li>Requiring a bone marrow transplant for Leukaemia</li> </ul>	

#### **Specific Exclusions:**

- All skin cancers including malignant melanomas of less than 1.5mm maximum thickness using the Breslow method, unless there is evidence of metastases or ulceration.
- Stage 1 Hodgkin's disease.
- All conditions histologically described as pre-malignant or cancer in-situ including CIN 1, CIN 2 and CIN 3 of the cervix.
- Chronic Lymphocytic Leukaemia stage 0 (using RAI staging system).
- Polycythemia Vera

#### **CARDIOVASCULAR SYSTEM**

The conditions covered under this category are:

- Valvular Heart disease
- Coronary Artery disease
- Myocardial Infarction
- Cardiomyopathy
- Pericardial disease
- Arrhythmias
- Peripheral Vascular Disease
- Aortic Aneurysm

The diagnosis under each of the conditions is to be confirmed by a cardiologist using the appropriate special investigations.

Within the cardiovascular section reference is made to the New York Heart Association (NYHA) classification and the Metabolic Equivalents of Task (METS) and Ejection Fraction (EF) measurement systems.

#### **Valvular Heart Disease**

This refers to any abnormality of one of the heart valves - the tricuspid, mitral, aortic or pulmonary valves.

The level of benefit payable is dependent on the relative severity of the condition presenting itself.

Proportion of sum assured payable	Criterion to qualify for the benefit
25%	Requiring valve replacement or open-heart surgery to repair the abnormality.
50%	Receiving optimal treatment, but still symptomatic NYHA class 2, with METS < 7 and EF < 55% but $\geq$ 50%.
100%	Receiving optimal treatment, but still symptomatic NYHA class 3, with METS < 5 and EF < 50%; or A heart transplant

### **Coronary Artery Disease**

If the coronary arteries become narrowed or occluded due to coronary artery disease, this results in reduced blood flow to the heart muscle.

The level of benefit payable is dependent on the interventions required to correct this condition.

Proportion of sum assured payable	Criterion to qualify for the benefit
25%	<ul> <li>Requiring angioplasty with more than one stent or keyhole cardiac surgery</li> <li>Second angioplasty with more than one stent, more than 6 months after the first procedure.</li> </ul>
100%	<ul><li>Requiring Coronary Artery Bypass Graft Surgery</li><li>A heart transplant</li></ul>

#### **Myocardial Infarction (Heart Attack)**

An acute event resulting in new ECG changes typical of myocardial infarction with an elevation of cardiac enzymes 2.5 times the normal limit or appropriately raised cardiac markers. The cardiac dysfunction is measured at least 30 days post infarct with a post-infarct stress test and/or echocardiogram.

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	With no cardiac dysfunction

### Cardiomyopathy

Confirmed diagnosis of dilated, restrictive or hypertrophic cardiomyopathy, requiring ongoing treatment for heart failure.

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	Cardiomyopathy confirmed on echocardiogram and symptomatic NYHA class 3 or more with METS < 5 or symptomatic due to life-threatening arrhythmias.

#### **Specific Exclusions:**

- Alcohol or substance-abuse cardiomyopathy
- Peripartum cardiomyopathy

#### **Pericardial Disease**

Pericardial disease is defined as chronic inflammation due to various causes, resulting in thickening and calcification of the pericardium.

Proportion of sum assured payable		Criteri	ion to quali	fy for	the	benefit
100%	0	•	treatment, re with MET			symptomatic

### **Arrhythmias**

An arrhythmia is a variation from the normal rhythm of the heartbeat.

The level of benefit payable is dependent on the interventions required to correct this condition.

Proportion of sum assured payable	Criterion to qualify for the benefit
25%	Requiring permanent pacemaker insertion
100%	Requiring permanent defibrillator insertion

### Additional conditions pertaining to qualifying for a benefit:

- Only the first treatment of arrhythmia shall receive a benefit

### Peripheral arterial disease (PAD)

The term peripheral arterial disease refers to chronic damage or dysfunction of peripheral arteries.

Proportion of sum assured payable	Criterion to qualify for the benefit
25%	Requiring bypass surgery to peripheral artery
100%	<ul> <li>Symptomatic despite optimal treatment – intermittent claudication and/or ulcers or persistent rest pain.</li> <li>Gangrene or loss of limb due to peripheral arterial disease.</li> </ul>

### **Aortic Aneurysm**

This is a dilatation of a section of the aorta.

Proportion of sum assured payable		Criterion to qualify for the benefit
100%	-	Asymptomatic abdominal or thoracic aortic aneurysm greater than 55 mm in diameter; <b>or</b> Symptomatic abdominal or thoracic aortic aneurysm requiring surgical repair

#### **BRAIN AND CEREBROVASCULAR SYSTEM**

The conditions covered under this system are:

- Cerebrovascular Incident (CVI)
- Multiple Sclerosis
- Motor Neuron Disease
- Parkinson's Disease
- Alzheimer's Disease and Progressive Dementia
- Other Central Nervous System Disorders

The diagnosis under each of the conditions is to be confirmed by a neurologist using the appropriate special investigations, including those specified.

#### **Cerebrovascular Incident (Stroke)**

Stroke is defined as any cerebrovascular incident (CVI) producing neurological sequelae. There must be evidence of permanent appropriate neurological deficit relating to the lesion as seen on a CT or MRI scan. These are rated using the Named Activities of Daily Living (ADL) table.

Proportion of sum assured payable	Criterion to qualify for the benefit
25%	With full recovery.
50%	With persistent mild neurological impairment after three months rated using the Named ADL table.
100%	With persistent mild to severe neurological impairment after three months rated using the Named ADL table.

#### **Specific Exclusions:**

- Transient Ischaemic Attack
- Migraine
- Injury due to trauma or hypoxia
- Vascular disease affecting eye/optic nerve/vestibular function.

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### **Multiple Sclerosis**

The diagnosis of clinically confirmed Multiple Sclerosis must have been confirmed by a specialist neurologist. Two separate clinical events must have occurred resulting in permanent neurological sequelae. These sequelae must have involved a minimum of two major neurological areas - i.e. the optic nerves, motor sensory or cerebellar.

The level of benefit payable is dependent on the severity of the condition presenting itself.

Proportion of sum assured payable	Criterion to qualify for the benefit	
25%	<ul> <li>On definite diagnosis of Multiple Sclerosis, with two separate neurological events having been documented.</li> </ul>	
100%	<ul> <li>Relapsing-remitting Multiple Sclerosis with permanent physical or cognitive impairment, rated using the Named ADL table; or</li> <li>Confirmed chronic progressive Multiple Sclerosis with supporting medical evidence; or</li> <li>Multiple Sclerosis with Aphasia; or</li> <li>Multiple Sclerosis with Dementia</li> </ul>	

#### **Specific Exclusions:**

 Conditions of the Central Nervous System due to other causes, for example diseases of the blood vessels, bacterial or viral illnesses must be unequivocally excluded in the diagnosis.

#### **Motor Neurone Disease**

This is a degenerative disease of unknown cause that predominantly affects the motor neurons of the central nervous system.

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	Definite diagnosis of Motor Neurone Disease

#### Parkinson's Disease

This is a progressive, degenerative disease of the central nervous system of unknown aetiology. The unequivocal diagnosis of Parkinson's disease must be confirmed by a neurologist.

Proportion of sum assured payable	Criterion to qualify for the benefit		
25%	Completely independent, but with slowness, difficulty and impairment and awareness of difficulty (presence of cogwheel rigidity).		
100%	<ul> <li>Some dependency on optimal treatment. Rated using the Named ADL table: or</li> <li>Requires physical assistance on optimal treatment. Rated using the Named ADL table: or</li> <li>Individual requires continuous supervision on optimal treatment. Rated using the Named ADL table.</li> </ul>		

### **Alzheimer's Disease and Progressive Dementia**

Alzheimer's Disease and Progressive Dementia is a deterioration of intellectual function and cognitive skills, leading to a decline in the ability to perform activities of daily living. Diagnosis shall be made in accordance with DSM-IV criteria.

Proportion of sum assured payable	Criterion to qualify for the benefit			
100%	Dementia or Alzheimer's disease or progressive dementia requiring continuous supervision.			

#### **Specific exclusions:**

- Delirium
- Pseudo dementia

### **Other Central Nervous System Disorders**

The conditions covered under this category are:

- Benign brain tumour
- Coma due to causes other than trauma
- Intracranial aneurysm
- Arterio-venous malformation

Benign brain tumour - non-cancerous tumour of the brain or meninges.

The level of benefit payable is dependent on the relative severity of the condition presenting itself.

Proportion of sum assured payable	Criterion to qualify for the benefit	
25%	Recurrent benign brain tumour requiring surgery.	
100%	<ul> <li>Treatment resistant benign brain tumour resulting in moderate or severe permanent neurological impairment, rated using the Named ADL table below; or</li> <li>Complete inability to communicate or comprehend language symbols; or</li> <li>Glasgow Coma Scale score ≤10, persisting for more than 96 hours resulting in moderate or severe permanent neurological impairment, rated using the Named ADL table below</li> </ul>	

### **Specific Exclusions:**

- Incidental tumours found on CT or MRI scans
- Asymptomatic tumours
- Microadenomas of the pituitary gland
- All drug and/or alcohol and/or pharmacologically induced comas

# The Named Activities of Daily Living (ADL) Table

The following are the named ADL's to be used for the Brain and Cerebrovascular System benefit criteria:

	Category	ADL	Major	Moderate	Mild
1	Communication		Severe communication impairment	Moderate communication impairment	Mild communication deficit
2	Posture and Motion	Walking Standing Stooping Squatting Kneeling Climbing stairs	Unable to perform all of these functions	Requires mechanical aid (walking frame, crutches, wheelchair) to perform all of these functions	Slight residual impairment
3	Movement and self care	Grasping Pincer grip Fine motor Gross motor Holding strength Grip strength	Unable to perform all of these actions bilaterally	Moderately impaired ability to perform all of these functions unilaterally	Mildly impaired ability to perform all of these functions
4	Cognition	Memory Judgement Insight Orientation Personal care	All severely impaired	All moderately impaired	All mildly impaired
5	Visual			Hemianopia	Quandrantopia

# To qualify for a benefit:

Permanent Failure of:	Benefit amount
1 Major <b>OR</b> 4 Moderate Categories	100%
3 Moderate Categories	100%
2 Moderate <b>OR</b> 1 Moderate and 3 Mild Categories	100%

#### **ORGAN FAILURE**

The conditions covered under this category are:

- Renal failure
- Respiratory failure
- Chronic liver failure

#### Renal failure

Chronic, irreversible and total failure of both kidneys requiring regular dialysis treatment or renal transplantation. Diagnosis to be confirmed by a nephrologist.

Proportion of sum assured payable	Criterion to qualify for the benefit		
10%	Disease or disorder requiring a total or partial nephrectomy.		
100%	Requiring regular dialysis or renal transplant.		

#### **Specific exclusions:**

Kidney donor in the case of a nephrectomy.

### Respiratory failure

A clinical syndrome that is defined either by the inability to rid the body of carbon dioxide or establish an adequate blood oxygen level because of underlying lung disease. The diagnosis is to be confirmed by a pulmonologist using the appropriate special investigations, including those specified.

The level of benefit payable is dependent on the severity of the condition presenting itself.

Proportion of sum assured payable		Criterion to qualify for the benefit
100%	-	Chronic irreversible lung disease with FEV <sub>1</sub> of < 50% (obstructive) or FVC of < 50% predicted (restrictive)
	-	Lung/heart-lung transplant

#### Chronic liver failure

Chronic and irreversible liver failure as confirmed by clinical and histological evidence. The diagnosis is to be confirmed by a gastroenterologist.

Proportion of sum assured payable

Criterion to qualify for the benefit

100% - End-stage liver failure; or

Requiring a liver transplant.

### Specific exclusions:

- Alcohol and drug abuse related disease

#### APLASTIC ANAEMIA

This form of anaemia occurs when the bone marrow ceases to produce sufficient blood components, due to total failure of the bone marrow.

Proportion of sum	Criterion to qualify for the benefit
assured payable	

100% Diagnosis confirmed by a haematologist and requiring

one of the following:

- Repeated blood or blood product transfusions;

or

Bone Marrow Transplantation

#### **GASTROINTESTINAL SYSTEM**

The conditions covered under this category are:

### **Inflammatory Bowel Disease:**

- Crohn's Disease
- Ulcerative Colitis

#### **Chronic pancreatitis**

## **Inflammatory Bowel Disease**

A general term that encompasses several disease processes, most commonly, ulcerative colitis and Crohn's disease.

**Crohn's Disease** – A chronic autoimmune disease, which can affect any part of the gastrointestinal tract. The diagnosis must be confirmed by a gastroenterologist or specialist physician.

**Ulcerative Colitis –** A chronic inflammation of the large intestine, not caused by bacteria, which results in ulceration and bleeding. The diagnosis must be confirmed by a gastroenterologist or specialist physician.

Proportion of sum assured payable	Criterion to qualify for the benefit	
25%	Unequivocal diagnosis of Crohn's Disease or Ulcerative Colitis requiring continuing ongoing treatment with immunomodulators or corticosteroid dependent, to prevent relapse.	
50%	Unequivocal diagnosis of Crohn's Disease or Ulcerative Colitis requiring permanent colostomy or ileostomy.	

### **Chronic pancreatitis**

Inflammatory disease of the pancreas characterised by fibrosis and irreversible loss of exocrine function. Clinically, it follows a protracted course with relapses and remissions.

Proportion of sum assured payable		Criterion to qualify for the benefit
100%	-	Chronic Pancreatitis with major complications such as chronic pain, persistent gastro-intestinal tract disturbances or diabetes mellitus: <b>or</b> Pancreas Transplant

### **Specific exclusions:**

- Alcohol and drug abuse related pancreatitis

#### **MUSCULAR DYSTROPHY**

The muscular dystrophies are a group of genetic diseases characterised by progressive weakness and degeneration of the skeletal muscles which control movement.

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	Definite Diagnosis of muscular dystrophy as confirmed by a specialist and rated using the Named ADL table.

#### **PARALYSIS**

The complete and irreversible loss of strength in an affected limb or muscle group caused by nerve damage in the brain or spinal cord. Diagnosis is to be confirmed by a neurologist.

Proportion of sum assured payable		Criterion to qualify for the benefit
100%	- - -	Paraplegia with or without incontinence; <b>or</b> Hemiplegia: <b>or</b> Quadriplegia

#### **CONNECTIVE TISSUE DISEASES**

A group of diseases characterised by abnormal structure or function of one or more of the elements of connective tissue.

The conditions covered under this category are:

- Systemic Lupus Erythematosis
- Rheumatoid Arthritis

#### **Systemic Lupus Erythematosis**

This is a chronic inflammatory autoimmune disease, which may involve the skin, joints, kidneys, brain, heart and lungs. The unequivocal diagnosis of Systemic Lupus Erythematosis, including a positive anti-nuclear factor test, must be confirmed by a specialist physician

The level of benefit payable is dependent on the severity of the condition presenting itself.

Proportion of sum assured payable	Criterion to qualify for the benefit	
50%	Complications involving the musculoskeletal system requiring surgical intervention.	
100%	<ul> <li>More than one organ involvement (excluding the skin) requiring continuous, ongoing therapy to prevent relapse: or</li> <li>Chronic progressive involvement of the heart, lungs or central nervous system despite optimal treatment</li> </ul>	

### **Specific exclusions:**

- Discoid lupus

#### **Rheumatoid Arthritis**

Chronic inflammatory disease in which there is musculoskeletal and systemic involvement. Diagnosis confirmed by a rheumatologist

Proportion of sum assured payable	C	riterion to qualify for the benefit
50%	Rheuma Requiring	keletal involvement and rated using the atoid Arthritis ADLs below, <b>or</b> continuous ongoing treatment with suppressive drugs to prevent relapse.
100%	Rheuma Chronic	oskeletal involvement and rated using the atoid Arthritis ADLs below, <b>or</b> progressive involvement of the heart or vasculitis despite optimal therapy

# The Rheumatoid Arthritis Activities of Daily Living (ADLs)

The following are he named ADL's to be used for the Rheumatoid Arthritis benefit:

	Category	ADL	Major	Moderate
1	Posture and Motion	Walking Standing Stooping Squatting Kneeling Climbing stairs	Unable to perform all of these functions	Requires mechanical aid (walking frame, crutches, wheelchair) to perform all of these functions
2	Movement and self care	Grasping Pincer grip Fine motor Gross motor Holding strength Grip strength	Unable to perform all of these actions bilaterally	Moderately impaired ability to perform all of these functions bilaterally.

# To qualify for the benefit:

Permanent Failure of:	Benefit amount
2 Major Categories	100%
2 Moderate <b>OR</b> 1 Major Categories	100%
1 Moderate Category	50%

#### **LOSS OF SENSES**

The conditions covered under this category are:

- Loss of hearing (deafness)
- Loss of sight (blindness)

The diagnosis and permanence of the condition under each of the categories is to be confirmed by a specialist using the appropriate special investigations, including those that may be specified.

### Loss of hearing

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	Complete loss of hearing in both ears.

#### Loss of sight

Proportion of sum assured payable	Criterion to qualify for the benefit	
25%	Total loss of sight in one eye – light perception only	
100%	Total blindness as confirmed by an ophthalmologist – light perception only.	

## Specific exclusions:

- Congenital Blindness
- Cataracts

#### **TRAUMA**

The conditions covered under this category are:

- Traumatic brain injury
- Coma
- Loss of and Loss of Use of Limbs
- Major Burns

The diagnosis under each of the categories is to be confirmed by a specialist using the appropriate special investigations, including those that may be specified.

### Traumatic brain injury

Traumatic injury to the brain, caused by an external physical force, resulting in significant and permanent impairment of cognitive abilities and/or physical functioning. Diagnosis is to be confirmed by a Neurologist.

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	Permanent neurological deficit, rated using the Named ADL table (found under the Brain and Cerebrovascular System).

#### Coma

A deep prolonged unconsciousness where the patient cannot be aroused. The person is comatose as a result of an accident.

The severity of the condition presenting itself is determined by the score obtained on the Glasgow Coma Scale.

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	Glasgow Coma Scale score ≤ 10 but measured on admission and persisting for more than 96 hours.

### **Specific Exclusions:**

- All drug and/or alcohol and/or pharmacologically induced comas Loss of and Loss of Use of Limbs

This is the total, permanent and irreversible loss of or loss of use of an arm(s) or a leg(s) due to trauma.

Proportion of sum assured payable		Criterion to qualify for the benefit
25%	-	Loss of or loss of use of either one arm below the elbow; <b>or</b> Loss of or loss of use of one leg below the knee.
50% 100%	-	Loss of or loss of use of one arm above the elbow; <b>or</b> Loss of or loss of use of one leg above the knee.
100 /6	-	Loss of or loss of use of both legs <b>or</b> Loss of both arms above or below the elbow

#### **Major Burns**

The severity of burns depends on the depth, area and location of the burn. The level of benefit payable is dependent on the severity of the burn.

Proportion of sum assured payable	Criterion to qualify for the benefit
25%	Partial thickness burns covering more than 25% of the body surface area or partial/full thickness burns of the face or both hands.
100%	Full thickness burns involving more than 10% of the body surface area.

### **ACCIDENTAL HIV**

The contraction of HIV due to:

- Accidental needle stick injury acquired in the execution of professional duties as a medical or dental practitioner or registered nurse, registered with the appropriate professional council. A negative HIV test must be performed within 24 hours to confirm an HIV negative status at the time of the needle stick injury. There must be proof that the patient has been started on a course of anti-retroviral drugs.
- Rape or indecent assault. The offence must have been reported to the South African Police Service (SAPS) and a criminal case opened. An HIV test must have been performed within 24 hours of the assault to confirm an HIV negative status at the time of the assault. A medical examination must have been performed within 24 hours after the incident. There must be proof that the patient has been started on a course of anti-retroviral drugs.
- Receiving an organ transplant where the transplanted organ was previously infected with the HIV virus. There must be proof of HIV negative status within 3 months before the transplant.
- Transfusion of infected blood or blood products from a transfusion service recognised by Liberty Life, after commencement of the policy. There must be proof of HIV negative status within 3 months before the transfusion.

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	Proof of the above to the satisfaction of Liberty Life Life's Chief Medical Officer

#### **DREAD DISEASE CATCH-ALL**

The policyholder is assessed as suffering from a serious physical condition that is considered to be of equivalent severity to a condition that may have qualified for a 100% payout under another Benefit Category. The severity of the condition must result in Whole Person Impairment of at least 50% in order to qualify for a payment under this Benefit Category. However, the level of the Whole Person Impairment at which the Life Assured shall qualify for a payment under this Benefit Category shall depend on the system or systems affected.

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	Proof of the above to the satisfaction of Liberty Life Life's Chief Medical Officer

# DEFINITIONS IN RESPECT OF PROGRESSIVE LIVING PLAN AND PROGRESSIVE LIVING PLAN PLUS BENEFITS

"EVENT" shall mean any one of the following defined

contingent events, occurring after the date of

commenced of this benefit:

The amount payable in the event of a claim is a percentage (as shown below against each contingent event) of the specified benefit amount.

Where claims for two or more of the contingent events are made simultaneously, only one payment shall be made. This shall be the highest payment that would have been made for any one of the individual claims.

#### **CANCER AND LEUKAEMIA**

The presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells with the invasion of normal tissue. Unequivocal histological evidence of invasive malignancy must be provided.

The level of benefit payable is dependent on the stage of the cancer.

Proportion of sum assured payable	Criterion to qualify for the benefit
5%	Prostate Cancer – T1N0M0
10%	Prophylactic mastectomy for carcinoma-in-situ of breast
25%	<ul><li>Stage 1 Cancer; or</li><li>Diagnosis of Leukaemia</li></ul>
50%	- Stage 2 Cancer
75%	- Stage 3 Cancer
100%	<ul> <li>Stage 4 Cancer; or</li> <li>Failure of treatment for Leukaemia; or</li> <li>Relapse of Leukaemia; or</li> <li>Diagnosis of Acute Myoblastic Leukaemia with poor prognosis; or</li> <li>Requiring a bone marrow transplant for Leukaemia</li> </ul>

#### **Specific Exclusions:**

- All skin cancers including malignant melanomas of less than 1.5mm maximum thickness using the Breslow method, unless there is evidence of metastases or ulceration
- Stage 1 Hodgkin's disease
- All conditions histologically described as pre-malignant or cancer in-situ including CIN 1, CIN 2 and CIN 3 of the cervix
- Chronic Lymphocytic Leukaemia stage 0 (using RAI staging system)
- Polycythemia Vera

#### CARDIOVASCULAR SYSTEM

The conditions covered under this category are:

- Valvular Heart disease
- Coronary Artery disease
- Myocardial Infarction
- Cardiomyopathy
- Pericardial disease
- Arrhythmias
- Peripheral Vascular Disease
- Aortic Aneurysm

The diagnosis under each of the conditions is to be confirmed by a cardiologist using the appropriate special investigations.

Within the cardiovascular section reference is made to the New York Heart Association (NYHA) classification and the Metabolic Equivalents of Task (METS) and Ejection Fraction (EF) measurement systems.

#### Valvular Heart Disease

This refers to any abnormality of one of the heart valves - the tricuspid, mitral, aortic or pulmonary valves.

The level of benefit payable is dependent on the relative severity of the condition presenting itself.

Proportion of sum assured payable	Criterion to qualify for the benefit
10%	Requiring a valvotomy/valvuloplasty or keyhole cardiac surgery to repair the abnormality.
25%	Requiring valve replacement or open-heart surgery to repair the abnormality.
50%	Receiving optimal treatment, but still symptomatic NYHA class 2, with METS < 7 and EF < 55% but $\geq$ 50%.

75%		• .		symptomatic 1% but ≥ 40%.
100%	-	Receiving symptomatic EF < 40%; o A heart trans	: NYHA cla r	but still IETS < 3 and

# **Coronary Artery Disease**

If the coronary arteries become narrowed or occluded due to coronary artery disease, this results in reduced blood flow to the heart muscle.

The level of benefit payable is dependent on the interventions required to correct this condition.

Proportion of sum assured payable	Criterion to qualify for the benefit
10%	Requiring angioplasty with or without a single stent; <b>or</b> Unstable angina requiring thrombolytic therapy. (Excluding anti -coagulants and platelet inhibitors)
25%	<ul> <li>Requiring angioplasty with more than one stent or keyhole cardiac surgery; or</li> <li>Second angioplasty with more than one stent, more than 6 months after the first procedure.</li> </ul>
50%	Requiring Coronary Artery Bypass Graft Surgery involving one to two vessels.
75%	Requiring Coronary Artery Bypass Graft Surgery involving three vessels.
100%	<ul> <li>Requiring Coronary Artery Bypass Graft Surgery involving more than three vessels; or</li> <li>A heart transplant.</li> </ul>

### **Myocardial Infarction (Heart Attack)**

An acute event resulting in new ECG changes typical of myocardial infarction with an elevation of cardiac enzymes 2.5 times the normal limit or appropriately raised cardiac markers. The cardiac dysfunction is measured at least 30 days post infarct with a post-infarct stress test and/or echocardiogram.

Proportion of sum assured payable	Criterion to qualify for the benefit
50%	With no cardiac dysfunction
75%	With mild cardiac dysfunction, EF < 50% but $\geq$ 40%.
100%	<ul> <li>With moderate cardiac dysfunction, EF &lt; 40%;</li> <li>or</li> <li>A heart transplant.</li> </ul>

#### Cardiomyopathy

Confirmed diagnosis of dilated, restrictive or hypertrophic cardiomyopathy requiring ongoing treatment for heart failure.

Proportion of sum assured payable	Criterion to qualify for the benefit
75%	Cardiomyopathy confirmed on echocardiogram and symptomatic NYHA class 3 with METS < 5 or symptomatic due to life-threatening arrhythmias.
100%	Cardiomyopathy confirmed on echocardiogram and symptomatic NYHA class 4 with METS < 3

### **Specific Exclusions:**

- Alcohol or substance-abuse cardiomyopathy
- Peripartum cardiomyopathy

#### **Pericardial Disease**

Pericardial disease is defined as chronic inflammation due to various causes, resulting in thickening and calcification of the pericardium.

Proportion of sum assured payable	Criterion to qualify for the benefit
10%	Requiring pericardiectomy or keyhole cardiac surgery
75%	Receiving optimal treatment, but still symptomatic NYHA class 3 with METS < 5.
100%	Receiving optimal treatment, but still symptomatic NYHA class 4 with METS < 3.

### **Arrhythmias**

An arrhythmia is a variation from the normal rhythm of the heartbeat. The level of benefit payable is dependent on the interventions required to correct this condition.

Proportion of sum assured payable	Criterion to qualify for the benefit	
10%	Pathway ablation	
25%	Requiring permanent pacemaker insertion	
50%	Requiring permanent defibrillator insertion	

### Additional conditions pertaining to qualifying for a benefit:

Only the first treatment for arrhythmia shall receive a benefit.

# Peripheral arterial disease (PAD)

The term peripheral arterial disease refers to chronic damage or dysfunction of peripheral arteries.

Proportion of sum assured payable	Criterion to qualify for the benefit
10%	Requiring angioplasty or stent or endarterectomy to peripheral artery
25%	Requiring bypass surgery to peripheral artery
50%	Symptomatic despite optimal treatment –intermittent claudication and/or ulcers
75%	Symptomatic despite optimal treatment – persistent rest

pain.

**100%** Gangrene or loss of limb due to peripheral arterial

disease.

### **Aortic Aneurysm**

This is a dilatation of a section of the aorta.

Proportion of sum assured payable	Criterion to qualify for the benefit
50%	Asymptomatic abdominal or thoracic aortic aneurysm greater than 55 mm in diameter
100%	Symptomatic abdominal or thoracic aortic aneurysm requiring surgical repair

#### **BRAIN AND CEREBROVASCULAR SYSTEM**

The conditions covered under this system are:

- Cerebrovascular Incident (CVI)
- Multiple Sclerosis
- Motor Neuron Disease
- Parkinson's Disease
- Alzheimer's Disease and Progressive Dementia
- Other Central Nervous System disorders

The diagnosis under each of the conditions is to be confirmed by a neurologist using the appropriate special investigations, including those specified.

### **Cerebrovascular Incident (Stroke)**

Stroke is defined as any cerebrovascular incident (CVI) producing neurological sequelae. There must be evidence of permanent appropriate neurological deficit relating to the lesion as seen on a CT or MRI scan. These are rated using the Named Activities of Daily Living (ADL) table.

Proportion of sum assured payable	Criterion to qualify for the benefit	
25%	With full recovery.	
50%	With persistent mild neurological impairment after three months rated using the Named ADL table.	

75%	With persistent moderate neurological impairment after three months rated using the Named ADL table.
100%	With persistent severe neurological impairment after three months rated using the Named ADL table.

### **Specific Exclusions:**

- Transient Ischaemic Attack
- Migraine
- Injury due to trauma or hypoxia
- Vascular disease affecting eye/optic nerve/vestibular function.

### **Multiple Sclerosis**

The diagnosis of clinically confirmed Multiple Sclerosis must have been confirmed by a specialist neurologist. Two separate clinical events must have occurred resulting in permanent neurological sequelae. These sequelae must have involved a minimum of two major neurological areas - i.e. the optic nerves, motor sensory or cerebellar.

The level of benefit payable is dependent on the severity of the condition presenting itself.

Proportion of sum assured payable	Criterion to qualify for the benefit	
10%	Optic neuritis with suspected Multiple Sclerosis having been documented.	
25%	On definite diagnosis of Multiple Sclerosis, with two separate neurological events having been documented.	
50%	Relapsing-remitting Multiple Sclerosis with permanent physical impairment, rated using the Named ADL table	
75%	Relapsing-remitting Multiple Sclerosis with permanent cognitive impairment, rated using the Named ADL table	
100%	<ul> <li>Confirmed chronic progressive Multiple Sclerosis with supporting medical evidence; or</li> <li>Multiple Sclerosis with Aphasia:or</li> <li>Multiple Sclerosis with Dementia.</li> </ul>	

### **Specific Exclusions:**

 Conditions of the Central Nervous System due to other causes, for example diseases of the blood vessels, bacterial or viral illnesses must be unequivocally excluded in the diagnosis.

# **Motor Neurone Disease**

This is a degenerative disease of unknown cause that predominantly affects the motor neurons of the central nervous system.

Proportion of sum	Criterion to qualify for the benefit
assured payable	

### 100% Parkinson's Disease

A progressive, degenerative disease of the central nervous system of unknown aetiology. The unequivocal diagnosis of Parkinson's disease must be confirmed by a neurologist.

Definite diagnosis of Motor Neurone Disease

Proportion of sum assured payable	Criterion to qualify for the benefit
25%	Completely independent, but with slowness, difficulty and impairment and awareness of difficulty (presence of cogwheel rigidity).
50%	Some dependency on optimal treatment. Rated using the Named ADL table.
75%	Requires physical assistance on optimal treatment. Rated using the Named ADL table.
100%	Individual requires continuous supervision on optimal treatment. Rated using the Named ADL table.

#### **Alzheimer's Disease and Progressive Dementia**

A deterioration of intellectual function and cognitive skills, leading to a decline in the ability to perform activities of daily living. Diagnosis in accordance with DSM-IV criteria.

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	Dementia or Alzheimer's disease or progressive dementia requiring continuous supervision.

#### **Specific exclusions:**

- Delirium
- Pseudodementia

# **Other Central Nervous System Disorders**

The conditions covered under this category are:

- Benign brain tumour
- Coma due to causes other than trauma
- Intracranial aneurysm
- Arterio-venous malformation

Benign brain tumour - non-cancerous tumour of the brain or meninges.

The level of benefit payable is dependent on the relative severity of the condition presenting itself.

Proportion of sum assured payable	Criterion to qualify for the benefit
10%	<ul> <li>Benign brain tumour requiring surgery due to interference with functions controlled by the area of the brain affected by the tumour; or</li> <li>Symptomatic due to raised intracranial pressure; or</li> <li>Intracranial aneurysm or arterio-venous malformation requiring surgical intervention.</li> </ul>
25%	Recurrent benign brain tumour requiring surgery.
50%	<ul> <li>Treatment resistant benign brain tumour resulting in moderate permanent neurological impairment, rated using the Named ADL table.;</li> <li>or</li> <li>Glasgow Coma Scale score ≤ 10 but &gt; 6, persisting for more than 96 hours resulting in moderate permanent neurological impairment, rated using the Named ADL table.</li> </ul>
75%	- Treatment resistant benign brain tumour resulting in moderate permanent neurological impairment, rated using the Named ADL table.
100%	<ul> <li>Treatment resistant benign brain tumour resulting in severe permanent neurological impairment, rated using the Named ADL table; or</li> <li>Complete inability to communicate or comprehend language symbols; or</li> <li>w Coma Scale score ≤ 6, persisting for more than 96 hours resulting in severe permanent neurological impairment, rated using the Named ADL table.</li> </ul>

### **Specific Exclusions:**

- Incidental tumours found on CT or MRI scans
- Asymptomatic tumours
- Microadenomas of the pituitary gland
- All drug and/or alcohol and/or pharmacologically induced comas

# The Named Activities of Daily Living (ADL) Table

The following are the named ADL's to be used for the Brain and Cerebrovascular System benefit criteria:

	Category	ADL	Major	Moderate	Mild
1	Communication		Severe communication impairment	Moderate communication impairment	Mild communication deficit
2	Posture and Motion	Walking Standing Stooping Squatting Kneeling Climbing stairs	Unable to perform all of these functions	Requires mechanical aid (walking frame, crutches, wheelchair) to perform all of these functions	Slight residual impairment
3	Movement and self care	Grasping Pincer grip Fine motor Gross motor Holding strength Grip strength	Unable to perform all of these actions bilaterally	Moderately impaired ability to perform all of these functions unilaterally	Mildly impaired ability to perform all of these functions
4	Cognition	Memory Judgement Insight Orientation Personal care	All severely impaired	All moderately impaired	All mildly impaired
5	Visual			Hemianopia	Quandrantopia

#### To qualify for a benefit:

Permanent Failure of:	Benefit amount
1 Major <b>OR</b> 4 Moderate Categories	100%
3 Moderate Categories	75%
2 Moderate OR 1 Moderate and 3 Mild Categories	50%

#### **ORGAN FAILURE**

The conditions covered under this category are:

- Renal Failure
- Respiratory Failure
- Chronic Liver Failure

#### Renal failure

Chronic, irreversible and total failure of both kidneys requiring regular dialysis treatment or renal transplantation. Diagnosis to be confirmed by a nephrologist.

Proportion of sum assured payable	Criterion to qualify for the benefit	
10%	Disease or disorder requiring a total or partial nephrectomy.	
100%	Requiring regular dialysis or renal transplant.	

### Specific exclusions:

- Kidney donor in the case of a nephrectomy.

## Respiratory failure

A clinical syndrome that is defined either by the inability to rid the body of carbon dioxide or establish an adequate blood oxygen level because of underlying lung disease. The diagnosis is to be confirmed by a pulmonologist using the appropriate special investigations, including those specified.

The level of benefit payable is dependent on the severity of the condition presenting itself.

Proportion of sum assured payable	Criterion to qualify for the benefit	
50%	Chronic irreversible lung disease with FEV <sub>1</sub> of 40-50% (obstructive) or FVC of 40-50% predicted (restrictive)	
100%	<ul> <li>Irreversible end stage respiratory failure (FEV1 ≤ 1 litre for obstructive lung disease or FVC ≤ 1 litre for restrictive lung disease with clinical signs and symptoms or FEV1 &lt; 40% predicted or FVC &lt; 40% predicted); or</li> </ul>	

Lung/heart-lung transplant.

#### Chronic liver failure

Chronic and irreversible liver failure as confirmed by clinical and histological evidence. The diagnosis is to be confirmed by a gastroenterologist.

Proportion of sum assured payable

Criterion to qualify for the benefit

100% - End-stage liver failure; or

Requiring a liver transplant.

#### Specific exclusions:

Alcohol and drug abuse related disease

#### **APLASTIC ANAEMIA**

This form of anaemia occurs when the bone marrow ceases to produce sufficient blood components, due to total failure of the bone marrow.

# Proportion of sum assured payable

### Criterion to qualify for the benefit

**100%** Diagnosis confirmed by a haematologist and requiring

one of the following:

Repeated blood or blood product transfusions;

or

- Bone marrow transplantation

#### **GASTROINTESTINAL SYSTEM**

The conditions covered under this category are:

# **Inflammatory Bowel Disease:**

- Crohn's Disease
- Ulcerative Colitis

#### **Chronic Pancreatitis**

#### **Inflammatory Bowel Disease**

A general term that encompasses several disease processes, most commonly, ulcerative colitis and Crohn's disease.

**Crohn's Disease** – A chronic autoimmune disease, which can affect any part of the gastrointestinal tract. The diagnosis must be confirmed by a gastroenterologist or specialist physician.

**Ulcerative Colitis –** A chronic inflammation of the large intestine, not caused by bacteria, which results in ulceration and bleeding. The diagnosis must be confirmed by a gastroenterologist or specialist physician.

Proportion of sum assured payable	Criterion to qualify for the benefit
25%	Unequivocal diagnosis of Crohn's Disease or Ulcerative Colitis requiring continuing ongoing treatment with immunomodulators or corticosteroid dependent, to prevent relapse.
50%	Unequivocal diagnosis of Crohn's Disease or Ulcerative Colitis requiring permanent colostomy or ileostomy.

# **Chronic pancreatitis**

Inflammatory disease of the pancreas characterised by fibrosis and irreversible loss of exocrine function. Clinically, it follows a protracted course with relapses and remissions.

Proportion of sum assured payable	Criterion to qualify for the benefit
50%	Chronic Pancreatitis with major complications such as chronic pain, persistent gastro-intestinal tract disturbances or diabetes mellitus.
100%	Pancreas transplant

# Specific exclusions:

- Alcohol and drug abuse related pancreatitis

### **MUSCULAR DYSTROPHY**

The muscular dystrophies are a group of genetic diseases characterised by progressive weakness and degeneration of the skeletal muscles which control movement.

Proportion of sum assured payable	Criterion to qualify for the benefit
100%	Definite Diagnosis of muscular dystrophy as confirmed by a specialist and rated using the Named ADL table.

### **PARALYSIS**

The complete and irreversible loss of strength in an affected limb or muscle group caused by nerve damage in the brain or spinal cord. Diagnosis is to be confirmed by a neurologist.

Proportion of sum assured payable		Criterion to qualify for the benefit
75%	-	Paraplegia; <b>or</b> Hemiplegia
100%	- -	Quadriplegia; <b>or</b> Paraplegia with incontinence

#### **CONNECTIVE TISSUE DISEASES**

A group of diseases characterised by abnormal structure or function of one or more of the elements of connective tissue.

The conditions covered under this category are:

- Systemic Lupus Erythematosis
- Rheumatoid Arthritis

### **Systemic Lupus Erythematosis**

This is a chronic inflammatory autoimmune disease, which may involve the skin, joints, kidneys, brain, heart and lungs. The unequivocal diagnosis of Systemic Lupus Erythematosis, including a positive anti-nuclear factor test, must be confirmed by a specialist physician

The level of benefit payable is dependent on the severity of the condition presenting itself.

Proportion of sum assured payable	Criterion to qualify for the benefit
10%	Single organ involvement (excluding the skin) with good response to therapy.
50%	Complications involving the musculoskeletal system requiring surgical intervention.
75%	More than one organ involvement (excluding the skin) requiring continuous, ongoing therapy to prevent relapse.
100%	Chronic progressive involvement of the heart, lungs or central nervous system despite optimal treatment

### Specific exclusions:

Discoid lupus

#### **Rheumatoid Arthritis**

Chronic inflammatory disease in which there is musculoskeletal and systemic involvement. Diagnosis confirmed by a rheumatologist

Proportion of sum assured payable	Criterion to qualify for the benefit
10%	Musculoskeletal involvement of the major joints with good response to ongoing therapy.
50%	<ul> <li>Musculoskeletal involvement and rated using the Rheumatoid Arthritis ADLs; or</li> <li>Requiring continuous ongoing treatment with immunosuppressive drugs to prevent relapse.</li> </ul>
75%	Musculoskeletal involvement and rated using the Rheumatoid Arthritis ADLs.

100% - Chronic progressive involvement of the heart or

lungs or vasculitis despite optimal therapy; or

- Musculoskeletal involvement and rated using the

Rheumatoid Arthritis ADLs.

### The Rheumatoid Arthritis Activities of Daily Living (ADLs)

The following are he named ADL's to be used for the Rheumatoid Arthritis benefit:

	Category	ADL	Major	Moderate
1	Posture and Motion	Walking Standing Stooping Squatting Kneeling Climbing stairs	Unable to perform all of these functions	Requires mechanical aid (walking frame, crutches, wheelchair) to perform all of these functions
2	Movement and self care	Grasping Pincer grip Fine motor Gross motor Holding strength Grip strength	Unable to perform all of these actions bilaterally	Moderately impaired ability to perform all of these functions bilaterally.

### To qualify for the benefit:

Permanent Failure of:	Benefit amount
2 Major Categories	100%
2 Moderate <b>OR</b> 1 Major Categories	75%
1 Moderate Category	50%

#### **LOSS OF SENSES**

The conditions covered under this category are:

- Loss of hearing (deafness)
- Loss of sight (blindness)

The diagnosis and permanence of the condition under each of the categories is to be confirmed by a specialist using the appropriate special investigations, including those that may be specified.

### Loss of hearing

Proportion of sum assured payable	Criterion to qualify for the benefit	
10%	Complete loss of hearing in one ear.	
75%	Complete loss of hearing in both ears.	

### Loss of sight

Proportion of sum assured payable	Criterion to qualify for the benefit
10%	Retinal detachment.
25%	Total loss of sight in one eye – light perception only
100%	Total blindness as confirmed by an ophthalmologist – light perception only.

### Specific exclusions:

- Congenital Blindness
- Cataracts

### **TRAUMA**

The conditions covered under this category are:

- Traumatic brain injury
- Coma
- Loss of and Loss of use of Limbs
- Major Burns

The diagnosis under each of the categories is to be confirmed by a specialist using the appropriate special investigations, including those that may be specified.

### Traumatic brain injury

Traumatic injury to the brain, caused by an external physical force, resulting in significant and permanent impairment of cognitive abilities and/or physical functioning. Diagnosis is to be confirmed by a Neurologist.

Proportion of sum assured payable	Criterion to qualify for the benefit
10%	Requiring surgical intervention (excluding Burrhole surgery), or ongoing rehabilitation at a recognised institution for more than 30 days.
100%	Permanent neurological deficit, rated using the Named ADL table (found under the Brain and Cerebrovascular System).

#### Coma

A deep prolonged unconsciousness where the patient cannot be aroused. The person is comatose as a result of an accident.

The severity of the condition presenting itself is determined by the score obtained on the Glasgow Coma Scale.

Proportion of sum assured payable	Criterion to qualify for the benefit
50%	Glasgow Coma Scale score ≤ 10 but > 6, measured on admission and persisting for more than 96 hours.
100%	Glasgow Coma Scale score ≤ 6, as measured on admission and persisting for more than 96 hours resulting in permanent neurological deficit.

### **Specific Exclusions:**

- All drug and/or alcohol and/or pharmacologically induced comas Loss of and Loss of Use of Limbs

This is the total, permanent and irreversible loss of or loss of use of an arm(s) or a leg(s) due to trauma.

Proportion of sum assured payable		Criterion to qualify for the benefit
25%	-	Loss of or loss of use of either one arm below the elbow; <b>or</b> Loss of or loss of use of one leg below the knee.
50%	_	Loss of or loss of use of one arm above the

75%	elbow; <b>or</b> Loss of or loss of use of one leg above the knee.
100%	Loss of or loss of use of both legs

Loss of both arms above or below the elbow

### **Major Burns**

The severity of burns depends on the depth, area and location of the burn. The level of benefit payable is dependent on the severity of the burn.

Proportion of sum assured payable	Criterion to qualify for the benefit
10%	Full thickness burns involving one hand.
25%	Partial thickness burns covering more than 25% of the body surface area or partial/full thickness burns of the face or both hands.
50%	Full thickness burns involving more than 10% but less than or equal to 20% of the body surface area
75%	Full thickness burns involving more than 20% but less than or equal to 30% of the body surface area
100%	Full thickness burns involving more than 30% of the body surface area.

### **ACCIDENTAL HIV**

The contraction of HIV due to:

- Accidental needle stick injury acquired in the execution of professional duties as a medical or dental practitioner or registered nurse, registered with the appropriate professional council. A negative HIV test must be performed within 24 hours to confirm an HIV negative status at the time of the needle stick injury. There must be proof that the patient has been started on a course of anti-retroviral drugs.
- Rape or indecent assault. The offence must have been reported to the South African Police Service (SAPS) and a criminal case opened. An HIV test must have been performed within 24 hours of the assault to confirm an HIV negative status at the time of the assault. A medical examination must have been performed within 24 hours after the incident. There must be proof that the patient has been started on a course of anti-retroviral drugs.

- Receiving an organ transplant where the transplanted organ was previously infected with the HIV virus. There must be proof of HIV negative status within 3 months before the transplant.
- Transfusion of infected blood or blood products from a transfusion service recognised by Liberty Life, after commencement of the policy. There must be proof of HIV negative status within 3 months before the transfusion.

Proportion of sum	Criterion to qualify for the benefit
assured payable	

100% Proof of the above to the satisfaction of Liberty Life Life's Chief Medical Officer

#### DREAD DISEASE CATCH-ALL

Proportion of sum

The policyholder is assessed as suffering from a serious physical condition that is considered to be of equivalent severity to a condition that may have qualified for a 100% payout under another Benefit Category. The severity of the condition must result in Whole Person Impairment of at least 50% in order to qualify for a payment under this Benefit Category. However, the level of the Whole Person Impairment at which the Life Assured shall qualify for a payment under this Benefit Category shall depend on the system or systems affected.

assured payable	Official to quality for the benefit
100%	Proof of the above to the satisfaction of Liberty Life Life's Chief Medical Officer

Criterion to qualify for the benefit

The amount payable in the event of a claim is a percentage (as shown below against each contingent event) of the specified benefit amount.

Where claims for two or more of the contingent events are made simultaneously, only one payment shall be made. This shall be the highest payment that would have been made for any one of the individual claims.

### 2. RIGHT TO BENEFIT

- 2.1 In consideration of payment to Liberty Life of the Premiums and subject to satisfactory proof of a Dread Disease Event suffered by a Member and admission of the validity of the claim by Liberty Life, a Group Dread Disease Benefit shall be payable.
- 2.2 In addition to the events reflected in Clause 2.3 of the Schedule of Insured Benefits, a Member's right to this benefit terminates when;
- 2.3 The Member attaining the earlier of Normal Retirement Age or age 65.

- 2.3.1 Termination of the Death Benefit Cover in terms of the Schedule of Death Benefits.
- 2.3.2 The Member becoming entitled to any other Insured Benefit, other than an Income Plan benefit or a partial benefit in terms of the Progressive Living Plan, Progressive Living Plan Plus or Progressive Capital Disability benefit in terms of this Policy.
- 2.3.3 Termination of this Dread Disease benefit, or submission of a 100% claim
- 2.4 Where a Dread Disease Benefit is paid in respect of a Member, under the Living Plan or the Progressive Living Plan, his Death Benefit in terms of these Rules shall be reduced in the proportion that the Member's Dread Disease Benefit bears to the Death Benefit for which such Member is covered at the date of the occurrence of the Event.
- 2.5 Where a Dread Disease Benefit is paid in respect of a Member under the Progressive Living Plan Plus benefit, the Death Benefit is reinstated to the original amount after a claim has been paid out.
- 2.6 A Dread Disease Benefit shall not be payable in respect of a Member who is resident outside the Republic of South Africa at the date of the occurrence of the Event.
- 2.7 A Member's Dread Disease cover shall continue while he is in receipt of disability income benefits from a permanent health insurance scheme operated by his Employer. In this event, and subject to the provisions of this Policy, Scheme Salary shall be determined at the date of disability or impairment in terms of such permanent health insurance scheme.
- 2.8 A Survival period of 14 days from the diagnosis of the condition covered under a benefit category applies.

### 3. **OVER-INSURANCE**

If the overall maximum Dread Disease Benefits payable from all sources in respect of a Member exceeds R 2 000 000, Liberty Life shall proportionately scale down the benefit payable in terms of this Policy.

#### 4. **EXCLUSIONS**

In addition to the exclusions contained in Clause 9 of the Schedule of Insured Benefits, a Living Assurance Benefit shall not be payable in the event of the incapacity of a Member arising from any of the following:

### 4.1 Applicable to all Benefits

No claim shall be admitted if the incident or illness giving rise to such claim arose directly or indirectly through any of the following:

- 4.1.1 Attempted suicide or injury which is self-inflicted or in any way deliberately caused by the Member,
- 4.1.2 Consumption of alcohol or taking of poisons or drugs or the application of medicines except as bona fide prescribed by a qualified medical practitioner.
- 4.1.3 Exposure to risk beyond the borders of South Africa which are, in the opinion of Liberty Life, not generally found in the Republic of South Africa or are more serve than corresponding risks in the republic of South Africa.
- 4.2 Applicable to Loss of Senses, Trauma and Paralysis

No claim shall be admitted if the incident or illness giving rise to such claim arose directly or indirectly through any of the following:

- 4.2.1 An act of the insured which is a wilful and material violation of any law.
- 4.2.2 Involvement in any riot, insurrection, commotion, usurpation of power, martial law, or any war, or any act incidental to, or arising from such an occurrence.
- 4.2.3 Participation in any hazardous sport or pursuit, including rock climbing, scuba diving, hang-gliding and speed contests of any kind.

#### 5. **PERSONAL INSURANCE OPTION (DREAD DISEASE)**

Subject to the conditions of Clause 7 of the Schedule of Insured Benefits, a Member who leaves his Employer's service on or before attaining age 60 who effects an individual life insurance policy in terms of the Schedule of Death Benefits, may exercise a simultaneous option in respect of his Dread Disease Benefit. The policy shall be for an initial sum insured not exceeding such part of his Dread Disease Benefit as was granted under this Policy at standard rates and conditions.

No Personal Insurance Option shall be available to a Member who has already received any benefit, whether whole or partial, under this Section of the Policy.

### GROUP RISK BENEFITS POLICY SCHEDULE OF SPOUSE'S BENEFITS

#### SCHEDULE OF SPOUSE'S BENEFITS

### 1. SCHEDULE DEFINITIONS

"DISABILITY" shall mean incapacity arising from bodily

injury, disease or surgical operation of such a nature that the Member's Spouse is, and has been for the immediately preceding period of ninety days (and as far as can be ascertained shall continue permanently to be), continuously and wholly prevented from engaging in any occupation for remuneration or profit, or is suffering from a Permanent Impairment, (as defined in the Schedule of Capital Disability Benefits

contained in this Policy).

Without derogating from its generality, permanence of such incapacity shall be assessed considering medical and other treatment that the Member' Spouse could reasonably be expected to undergo. At the absolute discretion of Liberty Life the 90-day period may be waived in part or in full.

"PREMIUMS shall mean the amount payable to Liberty

Life in respect of Spouse's Death Benefit Cover and Spouse's Disability Benefit (if

any) in terms of this Schedule

"SPOUSE" shall have the meaning contained in the

Rules.

"SPOUSE'S BENEFIT" shall mean either a Spouse's Death Benefit

or a Spouse's Capital Disability Benefit as

provided for in this Schedule

#### 2. **RIGHT TO BENEFIT**

- 2.1 In consideration of payment to Liberty Life of the Premiums and subject to satisfactory proof of the death or disability of the Spouse of a Member and admission of the validity of the claim by Liberty Life, a Spouse's Benefit shall be payable.
- 2.2 In addition to the events reflected in Clause 2.3 of the Schedule of Insured Benefits, a Member's right to this benefit terminates when;
  - 2.2.1 The Member divorces the named Spouse.
  - 2.2.2 The Spouse attains age 70 in respect of Spouses' Death Benefits.

## GROUP RISK BENEFITS POLICY SCHEDULE OF SPOUSE'S BENEFITS (CONTINUED)

- 2.2.3 The Spouse attains age 65 in respect of Spouses' Disability Benefits.
- 2.2.4 A Spouse's death benefit shall terminate in the event that a Spouse's Disability Benefit becomes payable.
- 2.3 Spouse's Benefit cover shall continue while the Member is in receipt of disability income benefits from a permanent health insurance scheme operated by his Employer. In this event, and subject to the provisions of this Policy, the Spouse's Insured Benefit Salary shall be determined at the date of the Member's disability in terms of such permanent health insurance scheme.
- 2.4 A Spouse's Capital Disability Benefit, shall be assessed in the same manner as a Total Disability Benefit contained in the Schedule of Capital Disability Benefits. Should a Spouse not meet the requirements of a 100% Total Disability benefit, the claim shall be assessed against an Impairment claim.

#### 3. COMMENCEMENT OF AND INCREASE IN COVER

Cover for a Member's Spouse shall commence on the date a Member satisfies the eligibility conditions as set out in the Rules and the conditions of Section 4 of the Insured Benefit Conditions Schedule to this Policy.

#### 4. EVIDENCE OF INSURABILITY

- 4.1 The granting of cover to a Member's Spouse shall be subject to the Insured Benefit Conditions Schedule contained in this Policy where reference to the Member in Clauses 6 to 9 inclusive, shall mean reference to the Member's Spouse.
- 4.2 In the event of a claim for Disability within the first twelve months of a Member's Spouse becoming eligible for benefits under this Schedule arising as a result of a pre-existing medical condition for which the Member's Spouse required, sought or should have sought treatment during the twelve months prior to:
  - 4.2.1 The date of the commencement of cover in the case of a newly admitted Member's Spouse, and
  - 4.2.2 The date of the increase in cover, in the case of a Member's Spouse whose cover was previously accepted at ordinary terms and rates.

no benefit, or increase in benefit, as is applicable shall be payable.

## GROUP RISK BENEFITS POLICY SCHEDULE OF SPOUSE'S BENEFITS (CONTINUED)

#### 5. **EXCLUSIONS**

In addition to the exclusions contained in Clause 9 of the Insured Benefit Conditions, a Spouse's Disability Benefit shall not be payable in the event of the incapacity of a Member's Spouse arising from any of the following:

- No Spouse's Disability claim shall be assessed or become payable if the Member's Spouse declines to undergo any medical treatment recommended by their own medical practitioner or Liberty Life's Chief Medical Officer, which he could reasonably be expected to undergo and which could substantially improve or remove the disability or impairment.
- 5.2 Where the Member's Spouse is in full-time employment prior to a claim for Disability Benefits, their employer has failed to provide reasonable retraining or re-skilling of the Spouse at the employer's cost, regard being had to their education, previous training and work experience.

#### 6. PERSONAL INSURANCE OPTIONS

- 6.1 A Member's Spouse may, on the Member's withdrawal, retirement, death or divorce from the named Spouse, be entitled to effect within 60 days of such event an individual life insurance policy without evidence of health.
- Any new insurance policy effected in terms hereof shall be subject to the same terms and conditions as would apply to the Member as reflected in Clause 7 of the Insured Benefit Conditions Schedule.

### GROUP RISK BENEFITS POLICY SCHEDULE OF FAMILY BENEFITS

### 1. SCHEDULE DEFINITIONS

"FAMILY BENEFITS" shall have the meaning as defined in the

Rules.

"PREMIUMS shall mean the amount payable to Liberty

Life in respect of Family Benefit Cover in

terms of this Schedule

#### 2. RIGHT TO BENEFIT

2.1 In consideration of payment to Liberty Life of the Premiums and subject to satisfactory proof of the death of a Member or other insured life referred to in the Rules and admission of the validity of the claim by Liberty Life, a Family Benefit shall be payable.

- 2.2 In addition to the events reflected in Clause 2.3 of the Schedule of Insured Benefits, a Member's, or other insured life's right to this benefit terminates when;
  - 2.2.1 The Member divorcing the Spouse.
  - 2.2.2 A Member's Spouse attaining age 70 or a Member's Child attaining age 21 or age 25 as is appropriate.

### 3. PERSONAL INSURANCE OPTION (FAMILY BENEFITS)

No option is available in respect of this benefit.

#### 1. SCHEDULE DEFINITIONS

### "ACHIEVEMENT ALLOWANCE"

Means that portion of the Progressive Educator Benefit dealt with in section 8 of this Schedule.

"CHILD"

in relation to a Member, means

- a natural child.
- a legally adopted child,
- a child of a Spouse of the Member or
- an unborn child, whose birth occurs within nine months of an event giving rise to a successful claim for Educator Benefits in terms of this Schedule, and

who is not yet married and has not yet attaining the age of 23 years.

"DISABILITY"

means a condition that would qualify the Member for either Occupational Disability or Total Disability (depending on the definition of disability chosen by the Employer) in terms of this Policy, where:

- Occupational Disability means incapacity arising directly or indirectly from bodily injury, illness, disease or surgical operation of such a nature that the Member is, and has been for the immediately preceding period of ninety days, and as far as can be ascertained will continue permanently to be, continuously and wholly prevented from engaging in the Member's own normal occupation, or any other occupation which he could reasonably be expected to follow taking into account his knowledge, education, training, abilities or experience, and
- Total Disability means incapacity of such a nature that the Member is, and has been for the immediately preceding period of ninety days (and as far as can be ascertained will continue permanently to be), continuously and wholly prevented from engaging in any occupation for remuneration or profit.

In addition, if the requirements for any of the conditions below are met. Disability also means:

#### Cancer and leukaemia

Cancer is defined as the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells with the invasion of normal tissue. Histological evidence of invasive malignancy must be provided.

The following criteria should be fulfilled before Liberty Life will pay out under this category:

### Criteria to qualify for the Benefit

- Stage 4 cancer; or
- Failure of leukaemia treatment: or
- · Relapse of leukaemia; or
- Diagnosis of acute myoblastic leukaemia with poor prognosis; or
- Requiring a bone marrow transplant for leukaemia

### Cardiovascular system

A cardiologist using the appropriate special investigations must confirm the diagnosis under this condition.

Within this section, the New York Heart Association (NYHA) classification is referred to as well as the Metabolic Equivalents of Task (METS) and Ejection Fraction (EF) measurement systems.

### Criteria to qualify for the Benefit

- Receiving optimal treatment, but still symptomatic NYHA class 4, with METS < 3 or EF < 40%, or
- A heart transplant

### Stroke

Stroke is defined as any cerebrovascular incident (CVI) producing neurological sequelae. There must be evidence of permanent appropriate neurological deficit relating to the lesion as seen on a CT or MRI scan.

### Criteria to qualify for the Benefit

A stroke with persistent, severe neurological impairment after 6 months rated according to the following criteria: Either four of the following:

- Moderate communication difficulties,
- Moderate difficulties with posture and motion,
- Moderate difficulties with fine and gross motor functions,
- Moderate cognitive problems, or
- Homonymous Hemianopia

#### OR

• The inability to perform any one of the above categories, excluding Homonymous Hemianopia

#### **Paralysis**

Paralysis is defined as the complete and irreversible loss of strength in an affected limb or muscle group caused by nerve damage in the brain or spinal cord. A neurologist must confirm the diagnosis.

### Criteria to qualify for the Benefit

- Paraplegia,
- · Hemiplegia, or
- Quadriplegia

"EDUCATOR BENEFIT"

means a Foundation Educator Benefit or a Progressive Educator Benefit as described in this Schedule.

"INDEPENDENT INSTITUTION"

means a privately owned educational institution, registered as an independent educational institution with the Department of Education of the Republic of South Africa, and not receiving any subsidies from the government unless specifically applied for and which covers Pre-primary, Primary, Secondary or Tertiary Education.

"PREMIUMS"

means the amounts payable to Liberty Life in respect of a Member's Foundation or Progressive Educator Benefit cover.

"PRE-PRIMARY EDUCATION"

means attendance at an Independent or Public Institution for the period prior to entering Primary Education in the South African context.

"PRE-TERTIARY EDUCATION"

means the period of education comprising Pre-primary Education, Primary Education and Secondary Education.

"PRIMARY EDUCATION"

means attendance at an Independent or Public Institution for the period of education comprising Grade 1 to Grade 7, in the South African context.

"PUBLIC INSTITUTION"

means an educational institution owned and subsidised by the government, registered as a public educational institution with the Department of Education of the Republic of South Africa, and which covers Preprimary, Primary, Secondary or Tertiary Education.

"SECONDARY EDUCATION"

means attendance at an Independent or Public

Institution for the period of education comprising Grade 8 to Grade 12. in the South African context.

### "SUPPLEMENTARY ALLOWANCE"

means that portion of the Foundation or Progressive Educator Benefit dealt with in section 7 of this Schedule.

### "TERTIARY EDUCATION"

#### means

- attendance at a University, registered as such under the auspices of the Department of Education of the Republic of South Africa, for an undergraduate degree, or
- attendance at an international tertiary institution approved and advised by Liberty Life from time to time, referred to in this Schedule as international study, for an undergraduate degree, or
- attendance at any institution of higher learning registered as such under the auspices of the Department of Higher Education of the Republic of South Africa, in respect of any National Qualification Framework (NQF) recognised tertiary level Certificate or Diploma.

#### "TUITION ALLOWANCE"

means that portion of the Foundation or Progressive Educator Benefit which is dealt with in section 6 of this Schedule.

### 2. PROVISION OF EDUCATOR BENEFIT COVER

- 2.1 Educator Benefits in respect of a Member's Children, but subject to a maximum of five (5) Children, may be provided on the basis of;
  - 2.1.1 Individual Members nominating their specific Children to receive the benefit or
  - 2.1.2 the Employer selecting the benefit for all Members or a particular category of Membership.
- 2.2 Where the Employer selects the benefit for all Members or a particular category of Membership, the following will apply;
  - 2.2.1 There will be no requirement to nominate specific Children.
  - 2.2.2 Liberty Life will determine the premiums payable by taking into account the likely family profile based on the socio-economic and demographic attributes of the Members concerned.

- 2.2.3 In the event of a claim for Educator Benefits, the benefits will be granted to all eligible Children of the Member, but subject to a maximum of five (5) Children and the provisions of Clause 3 below. Where a Member has more than five Children, the eldest five Children attending an approved educational institution will be eligible for Educator Benefits.
- 2.2.4 Should Liberty Life be unable to provide the full level of cover for a Member under the conditions contained in Clause 3 below, the number of Children covered for the Educator Benefit will be restricted as provided for in terms of Clause 3.7.
- 2.3 Educator Benefits in respect of a Member may be either Foundation Educator Benefits or Progressive Educator Benefits.
- 2.4 The Scheme and Employer must advise Liberty Life of the basis on which the benefit is to be provided and the type of Educator Benefit to be provided in respect of each Member.
- 2.5 Notwithstanding the basis on which benefits are provided, individual Educator Benefits payable will be limited in all instances to the maximum amount per Child contained in this Schedule.
- 2.6 Where a claim arises in respect of the death of two Members resulting in a benefit payable to the same Child, only one benefit will be payable on the same basis as if the Child was an orphan.

#### 3. EVIDENCE OF INSURABILITY

- 3.1 Notwithstanding the generality of Clause 5 of the Schedule of Insured Benefits contained in this Policy, Liberty Life at its sole discretion may grant a separate level of Medical Free Cover in respect of Educator Benefits. The amount of this Medical Free Cover, if any, may be altered at any time, provided that no such alteration shall have the effect of reducing the amount of any Member's existing cover or of making the terms of such existing cover less favourable. Liberty Life shall notify the Scheme or Employer in writing of any change in this Medical Free Cover Limit ("Free Cover Limit").
- 3.2 Where the total Educator Benefits in respect of all Children fall below this Free Cover Limit, Educator Benefits will be granted without evidence of medical health.
- 3.3 Where the total Educator Benefits in respect of all Children exceed this Free Cover Limit, then notwithstanding the existence of Medical Free Cover and the provisions of Clause 5.5 of the Schedule of Insured Benefits, no Educator Benefits, or further Educator Benefits where

Children are to be nominated, will be granted without the provision of satisfactory medical evidence of health.

- 3.4 Where a Member has previously been granted cover, whether by virtue of falling below the Free Cover Limit or having submitted acceptable evidence of medical health, and the required level of cover for the Member's total Educator Benefits in respect of all Children subsequently increases above the amount at which it was previously granted, then the Member will be required to provide satisfactory medical evidence of health in respect of the amount by which the benefit increased.
- 3.5 Notwithstanding the provisions of Clause 5.6, of the Schedule of Insured Benefits, where medical evidence of health is submitted, in respect of Educator Benefits, Liberty Life may
  - accept the cover at standard rates and conditions, or
  - accept the cover on special terms
  - decline the cover in total.
- 3.6 Where, in terms of Clause 3.4 above, cover is accepted on special terms, unless and until written acceptance of the terms is received, no Educator Benefits, or further Educator Benefits where Children are to be nominated, will be considered to have been granted.
- 3.7 Where, following the provision of medical evidence in terms of Clause 3.3 or 3.4 above, the Member's cover or increase in cover is declined, the number of Children entitled to Educator Benefits shall be limited to:
  - 3.7.1 The specific Children nominated and accepted under such previous cover (if any) where Educator Benefits are provided on a nomination basis, or
  - 3.7.2 a maximum number of Children as determined by Liberty Life from time to time in accordance with the principles stated in Clause 2.2.2 above where Educator Benefits are provided on an Employer selection basis.

Such restrictions shall be communicated to the Member in writing at the time that cover or increase in cover is declined.

### 4 RIGHT TO BENEFIT

- 4.1 An Educator Benefit will be payable subject to
  - payment of the Premiums to Liberty Life, and
  - satisfactory proof of the death of a Member, or
  - where specifically provided for in the Rules applicable to the Employer, on the earlier of death or Disability of the Member, and
  - admission of the validity of the claim by Liberty Life,

- 4.2 An Educator Benefit in respect of Disability will only be paid where the Member meets the requirements of Disability as defined in this Schedule. In particular, where a Member is in receipt of disability income benefits, but does not meet the criteria for a Disability claim in terms of this Schedule, no Educator Benefit will be payable until the Member subsequently meets the criteria for a Disability claim.
- 4.3 In addition to the events reflected in Clause 2.4 of the Insured Benefit Conditions, a Member's right to this Educator Benefit terminates when:
  - 4.3.1 The Member, still in the permanent full-time employment of his Employer, attains age 70.
  - 4.3.2 The Member, still in the permanent full-time employment of his Employer, attains age 65 in respect of an Educator Benefit payable as a result of Disability.
- 4.4 Notwithstanding the contents of Clauses 5.8 and 5.9 of the Insured Benefit Conditions contained in this Policy, in the event of a claim for an Educator Benefit arising within twelve months of:
  - 4.4.1 the commencement of a Member's cover,

No Educator Benefit will be payable if the claim is as a result of a pre-existing medical condition for which the Member required, sought or should have sought treatment during the twelve months prior to the date of his commencement of Membership, and

4.4.2 the nomination and inclusion of a Child after the commencement of Membership,

No Educator Benefit will be payable in respect of that Child, if the claim is as a result of a pre-existing medical condition for which the Member required, sought or should have sought treatment during the twelve months prior to the inclusion of that Child.

- 4.5 A maximum of 5 Children per Member may become eligible for this Educator Benefit at any time. Except as referred to in Clause 4.6 below, no further Children will become eligible for an Educator Benefit after the date of the first admitted claim for Educator Benefits.
- 4.6 An unborn child at the date of a claim whose subsequent birth occurs within 9 months of the date of a claim will be eligible for an Educator Benefit subject to the overall maximum of 5 children per Member.
- 4.7 Where the Educator Benefit is provided on the basis of individual Child nomination, a Child will be considered as eligible for nomination for the Educator Benefit prior to attaining age 23.

- 4.8 Cover in respect of a Child who is not in receipt of an Educator Benefit, will cease at the anniversary of the Employer's Participation Date in the calendar year prior to the Child attaining the age of 19 years in respect of a Foundation Educator Benefit and age 25 years in respect of a Progressive Educator Benefit.
- 4.9 No Educator Benefit will be payable following the end of the academic year prior to the Child attaining the age of 19 years in respect of a Foundation Educator Benefit and age 25 years in respect of a Progressive Educator Benefit..

#### 5 THE EDUCATOR BENEFIT

- 5.1 The Foundation Educator Benefit consists of
  - A Tuition Allowance, which is applied towards the cost of tuition of a Child, payable to the educational institution attended by the Child for 7 years of Primary Education and 5 years of Secondary Education at Public Institutions as described in this Schedule.
  - A Supplementary Allowance, which is applied towards covering the associated expenses incurred in educating the Child, payable to the Child or the Child's guardian.
- 5.2 The Progressive Educator Benefit consists of -
  - A Tuition Allowance, which is applied towards the cost of tuition of a Child, payable to the educational institution attended by the Child for 1 year of Pre-primary Education, 7 years of Primary Education, 5 years of Secondary Education and Tertiary Education at Public or Independent Institutions as described in this Schedule
  - A Supplementary Allowance, which is applied towards covering the associated expenses incurred in educating the Child, payable to the Child or the Child's guardian.
  - An Achievement Allowance, which is awarded if a Child obtains provincial or national colours in a sport or extra-mural activity, payable to the Child or the Child's guardian.

The Educator Benefit covers educational institutions situated in the Republic of South Africa and certain international tertiary institutions approved by Liberty Life from time to time.

#### 5.3 TUITION ALLOWANCE

- 5.3.1 The annual Tuition Allowance payable under the Educator Benefit will be the standard tuition fee payable at a Public Institution in respect of a Foundation Educator Benefit and the educational institution at which the Child is enrolled in respect of a Progressive Educator Benefit, subject to a maximum amount determined by Liberty Life from time to time, as set out in Clause 6.8 below. Where appropriate in respect of a Progressive Educator Benefit, the Tuition Allowance may include residence/boarding fees at, or in connection with, attendance at a recognised international Tertiary Education institution.
- 5.3.2 Payment of a Tuition Allowance for attendance at an Independent Institution will only be payable in respect of Progressive Educator Benefit where the Child has been enrolled at the Independent Institution since the beginning of the academic year in which the claim for an Educator Benefit arose.
- 5.3.3 Tuition Allowances will be payable on the basis that the Child's education will take place over consecutive years, provided that in respect of the Progressive Educator Benefit, a Child may elect to take a break of not more than 2 calendar years between the completion of Secondary Education and the commencement of Tertiary Education. If such a break is taken, no Educator Benefit shall be payable in that period.
- 5.3.4 The Tuition Allowance will provide payment in respect of a maximum of:
  - 5.3.4.1 In respect of a Progressive Educator Benefit, 1 year of Preprimary Education subject to a maximum amount for the year, determined by Liberty Life from time to time
  - 5.3.4.2 In respect of both Foundation and Progressive Educator Benefits, 7 years of Primary Education subject to a maximum amount per year determined by Liberty Life from time to time.
  - 5.3.4.3 In respect of both Foundation and Progressive Educator Benefits, 5 years of Secondary Education subject to a maximum amount per year determined by Liberty Life from time to time.
  - In respect of Progressive Educator Benefits, the standard number of years required to complete the first undergraduate degree or National Qualifications Framework recognised certificate or diploma for Tertiary Education, subject to a maximum of 4 years, except where enrolled for an undergraduate degree in Medicine (maximum 6 years) or Dentistry (maximum 5 years) and

subject to a maximum amount per year determined by Liberty Life from time to time.

- 5.3.4.5 Where the Child has already commenced education at the time the Tuition Allowance becomes payable, the maximum number of years that the allowance is payable will be reduced by the completed number of years of education.
- 5.3.5 The Tuition Allowances in respect of any academic year will be paid irrespective of whether the Child is promoted to the next higher grade at the end of that academic year, until the maximum number of years for which the particular level of Tuition Allowance is payable have expired.
- 5.3.6 In respect of Progressive Educator Benefits, Tertiary Education Tuition Allowances will be payable in respect of the first undergraduate degree/diploma/certificate for which the Child enrols. Should a Child enrol for two or more undergraduate degrees/diplomas/certificates simultaneously, the Tuition Allowance will be determined and payable in respect of the most expensive course enrolled for, subject to the maximum limit.
- 5.3.7 In the event that the maximum number of years for a level of Tuition Allowance have expired, no further Tuition Allowance will become payable until the Child commences education in the next level of tuition.
- 5.3.8 Maximum amount of the Tuition Allowance
  - 5.3.8.1 The maximum amount payable each year in respect of Preprimary, Primary and Secondary Education will be restricted to the lesser of:
    - 5.3.8.1.1 The actual cost of tuition in the year of enrolment at the educational institution at which the Child is enrolled,
    - 5.3.8.1.2 a maximum amount determined by Liberty Life from time to time, but, no less than the maximum amount ruling at the time Liberty Life's claim requirements have been satisfied, and
    - 5.3.8.1.3 In the period between the admission of a claim and 31<sup>st</sup> December of that year, 30% of the Member's declared Insured Benefit Salary ruling immediately prior to a claim.
  - 5.3.8.2 The maximum amount payable each year in respect of Tertiary Education in South Africa will be the lesser of,
    - 5.3.8.2.1 the actual cost of tuition, and

- 5.3.8.2.2 a maximum amount determined by Liberty Life from time to time, but, no less than the maximum amount ruling at the time Liberty Life's claim requirements have been satisfied.
- 5.3.8.3 The maximum amount payable each year in respect of Tertiary Education at an approved international tertiary institution will be determined as the lesser of
  - 5.3.8.3.1 the actual cost of tuition and any residence/boarding fees (where applicable) charged by the foreign educational institution, converted to South African currency on the day on which Liberty Life's claim requirements have been satisfied, and
  - 5.3.8.3.2 a maximum amount determined by Liberty Life from time to time for international study, but, no less than the maximum Rand amount ruling at the time of each year's claim, converted to South African currency on the day that Liberty Life's claims requirements have been satisfied.
- 5.3.8.4 The maximum amounts prevailing at the date of commencement of the provision of the Educator Benefit to Members are contained in the relevant Annexure to this Schedule. These amounts are reviewed annually.
- 5.3.9 Maximum amount of Tuition Allowance on change of educational institution while in claim in respect of Progressive Educator Benefits:
  - 5.3.9.1 The Tuition Allowance payable will be determined in accordance with the type of institution, being a Public Institution or Independent Institution, which the Child was attending prior to the commencement of the payment of the Tuition Allowance in accordance with Clause 5.3.2.
  - 5.3.9.2 Notwithstanding the fact that the guardian of the Child may elect to change the type of institution from a Public Institution to an Independent Institution, or vice versa, at any time, where the type of institution is changed, the Tuition Allowance will always be determined as the lesser of:
    - 5.3.9.2.1 the actual fee charged by the institution in which the Child is enrolled in the academic year in question, and,
    - 5.3.9.2.2 the maximum Tuition Allowance referred to in Clause 5.3.8 above, but limiting the maximum Rand

amounts referred to in Clauses 5.3.8.1.3, 5.3.8.2.2 and 5.3.8.3.2 respectively, to the maximum amount ruling at the present time in respect of the type of institution in which the Child was enrolled immediately prior to claim.

- 5.3.9.3 Where at least one parent of the Child is still alive and the Child is transferred from one Public Institution to another or from one Independent Institution to another, then the Tuition Allowance will always be determined as the lowest of:
  - 5.3.9.3.1 the actual cost of tuition for the new institution, limited as described in 3.8 above
  - 5.3.9.3.2 115% of the actual costs of tuition for the type of institution attended at the time of claim, subject to the maximum limit for that institution type
  - 5.3.9.3.3 the allowance determined in Clause 5.3.9.2 above.
- 3.9.4 Where a Child who is an orphan is transferred from one Public Institution to another or from one Independent Institution to another, the percentage referred to in Clause 3.9.3.2 above will be increased to 150%.
- 5.3.10 Subject to Liberty Life's business practices, payment of Tuition Allowances will be made as follows:
  - 5.3.10.1 Tuition Allowances will be paid directly to the bank account of the institution at which the Child is enrolled at the commencement of the academic year, following production of proof of enrolment and submission of an account for the fees due for that academic year.
  - 5.3.10.2 In the event of a claim for a Tuition Allowance occurring during an academic year, Liberty Life will pay a proportional amount of the Tuition Allowance in respect of the balance of the academic year, directly to the bank account of the institution at which the Child was enrolled at the commencement of claim.
- 5.3.11 International study in respect of Progressive Educator Benefits
  - 5.3.11.1 Liberty Life will cover the cost of tuition, for approved international tertiary institutions subject to the maximum limits determined by Liberty Life each year.

- 5.3.11.2 The current list of approved international tertiary institutions shall be contained in the relevant Annexure to this Schedule.
- 5.3.11.3 Liberty Life may amend the list of approved international tertiary institutions at any time.
- 5.3.11.4 Only one international undergraduate degree will be covered. No postgraduate degrees will be covered under this allowance. International study will not be covered where an undergraduate degree, diploma or certificate has already been completed by the Child in South Africa.
- 5.3.11.5 The Tuition Allowance for international study will be paid in South African currency into a bank account held in the Republic of South Africa in the name of the Child or the Child's legal guardian, or if no legal guardian exists, into a trust established within the Republic of South Africa for the sole benefit of the Child, following production of proof of enrolment and submission of an account for the fees due for that academic year.
- 5.3.12 Education for special needs in respect of Progressive Educator Benefits

In respect of a Child attending a Liberty Life approved institution for the mentally or physically disabled, Liberty Life will increase the maximum amounts referred to in Clause 5.3.8.4 by 40%, when it determines the amount of the Tuition Allowance payable.

#### 6. SUPPLEMENTARY ALLOWANCE

- 6.1 Provided a Child is entitled to a Tuition Allowance in respect of Primary, Secondary or Tertiary Education for the academic year under consideration, an allowance to cover the associated expenses incurred in educating the Child, will become payable.
  - 6.1.1 The Supplementary Allowance will be payable annually in advance at the same time as the Tuition Allowance is payable.
  - 6.1.2 The Supplementary Allowance will be subject to maximum and minimum amounts as advised by Liberty Life from time to time.
  - 6.1.3 The amount of the Supplementary Allowance (as well as the maximum and minimum amounts that apply) at the date of commencement of the provision of the Educator Benefit to Members shall be contained in the relevant Annexure to this Schedule.

- 6.1.4 The Supplementary allowance in respect of Tertiary Education, other than International Tertiary Education, includes an allowance for residence/boarding fees (where applicable).
- 6.1.5 The Supplementary Allowance will be paid in South African currency into a bank account held in the Republic of South Africa in the name of the Child or the Child's legal guardian, or if no legal guardian exists, into a trust established within the Republic of South Africa for the sole benefit of the Child.
- 6.1.6 In the event of a claim for a Supplementary Allowance occurring during an academic year, Liberty Life will pay a proportional amount of the Supplementary Allowance in respect of the balance of the academic year.

#### 7. ACHIEVEMENT ALLOWANCE

- 7.1 Provided a Child is entitled to a Tuition Allowance under the Progressive Educator Benefit in respect of Primary Education or Secondary Education for the academic year under consideration, a lump sum award will become payable in the event that the Child is awarded with provincial or national colours within the Republic of South Africa for excellence in any sport or extramural activity.
  - 7.1.1 The Achievement Allowance is payable for South African colours only. Proof that the colours were awarded, in the form of a certificate from the relevant regulatory body, must be submitted.
  - 7.1.2 The Achievement Allowance will be subject to maximum and minimum amounts as advised by Liberty Life from time to time.
  - 7.1.3 The amount applicable to the Achievement Allowance at the date of commencement of the provision of the Educator Benefit to Members shall be contained in the relevant Annexure to this Schedule.
  - 7.1.4 The Achievement Allowance will be paid in South African currency into a bank account held in the Republic of South Africa in the name of the Child or the Child's legal guardian, or if no legal guardian exists, into a trust established within the Republic of South Africa for the sole benefit of the Child.
  - 7.1.5 An Achievement Allowance in respect of sporting and extra-mural activities will be paid only once in a calendar year.
  - 7.1.6 Where provincial and national colours are awarded in the same year, the total Achievement Allowance payable will be limited to the

national colours award amount, irrespective of how many times colours are awarded in that year.

7.1.7 Further, payment of Achievement Allowances in subsequent calendar years will only be considered on receipt of a further certificate confirming that colours have been re-awarded in a subsequent year, in which case the allowance will be paid in the same manner as set out above.

#### 8.1.1

- 7.1.8 The payment of an Achievement Allowance referred to above will cease to become payable from the earlier of:
  - 7.1.8.1 the end of the calendar year in which the Child completes Grade 12 tuition or Pre-tertiary Education, and
  - 7.1.8.2 Tuition Allowances having been paid in respect of seven years of Primary Education and five years of Secondary Education.

### 9. PERSONAL INSURANCE OPTIONS WHERE INDIVIDUAL CHILD NOMINATION IS APPLIED

Subject to the conditions of Clause 7 of the Schedule of Insured Benefits,

- 9.1 A nominated Child who is at least 18 years of age and has been covered for an Educator Benefit, may, within 30 days of completing their education, exercise an option to effect with Liberty Life, an individual life insurance policy to a maximum cover of R 1 000 000, or such higher amount as Liberty Life shall make available from time to time, without a declaration of health. However, Liberty Life reserves the right to request such tests in respect of Acquired Immunodeficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and smoking as Liberty Life may specify at the time of issue, in terms of its practice in respect of individual life insurance policies at that time. Normal financial underwriting will still apply.
- 9.2 Any individual policy will be subject to the standard terms and conditions applicable to such policy at the date of application.
- 9.3 A Member who leaves his Employer's service, other than as a result of death or ill health, prior to the normal retirement age may have the option to continue Educator Benefits under an individual insurance policy at a similar or lesser benefit level, subject to limited underwriting

### ANNEXURE 1 INITIAL MAXIMUM AMOUNTS IN TERMS OF THE EDUCATOR BENEFIT PER CHILD These amounts are valid for 2011. Liberty Life will review these amounts annually

TUITION ALLOWANCE				
LEVEL OF TUITION	PUBLIC INSTITUTION	INDEPENDENT INSTITUTION		
	MAXIMUM RAND AMOUNT	MAXIMUM RAND AMOUNT		
Pre-primary Education	R 7 230.00 p.a.	R 38 040.00 p.a.		
Primary Education	R 15 220.00 p.a.	R53 130.00 p.a.		
Secondary Education	R 16 740.00 p.a.	R58 450.00 p.a.		
Tertiary Education (excluding residence/boarding fees)	R 34 870.00 p.a.	R 34 870.00 p.a.		
International Tertiary Education (including residence/boarding fees)	US\$ 41 850 p.a.	US\$ 41 850 p.a.		

SUPPLEMENTARY ALLOWANCE		
LEVEL OF TUITION	ALLOWANCE AMOUNT	
Pre-primary Education	NIL	
Primary Education	10% of the Tuition Allowance payable, subject to a maximum of R 6 280 p.a.	
Secondary Education	10% of the Tuition Allowance payable, subject to a maximum of R 9 410 p.a.	
Tertiary Education (including residence/boarding fees)	R 23 000 p.a.	
International Tertiary Education (excluding residence/boarding fees)	R 23 000 p.a.	

ACHIEVEMENT ALLOWANCE	
LEVEL OF ACHIEVEMENT	ALLOWANCE AMOUNT
Provincial Colours	R 6 280 single lump sum
National Colours	R 12 560 single lump sum

#### **ANNEXURE 2**

### LIST OF RECOGNISED INTERNATIONAL TERTIARY INSTITUTIONS

- a. Brown University, Rhode Island, USA
- b. California Institute of Technology, California, USA
- c. Columbia University, New York, USA
- d. Cornell University, New York, USA
- e. Dartmouth College, New Hampshire, USA
- f. Duke University, North Carolina, USA
- g. Harvard University, Massachusetts, USA
- h. Imperial College of Science, Technology and Medicine, London, UK
- i. John Hopkins University, Maryland, USA
- j. London School of Economics London, UK
- k. Massachusetts Institute of Technology, Massachusetts, USA
- I. Northwestern University, Illinois, USA
- m. Princeton University, New Jersey, USA
- n. Rice University, Texas, USA
- o. Stanford University, California, USA
- p. University of Cambridge, Cambridge, UK
- q. University of Chicago, Illinois, USA
- r. University of Oxford, Oxford, UK
- s. University of Pennsylvania, Pennsylvania, USA
- t. Washington University in St Louis, Missouri, USA
- u. Yale University, Connecticut, USA