



## **EVOLUSURE COMMUTER PROTECTION PLAN**

# POLICY TERMS AND CONDITIONS

Evolusure (Pty) Ltd, Company Number:BW00000358802, a registered Representative of Western Life Botswana Insurance (Pty) Ltd.

Products are underwritten by Western Life Insurance Botswana (Pty) Ltd, a registered Long-Term Insurer in the Republic of Botswana; Company Number:BW00001234622

#### 1. Your policy

#### Introduction

1.1 This policy is an agreement between you (Policyholder), EvoluSure (Broker) and Western Life Botswana (Insurer).

The agreement consists of:

- The application form
- The policy terms and conditions.
- The policy Schedule

Please read these documents carefully. They protect you, the Broker and the Insurer. Keep these documents in a safe place for when you need them. The policyholder is the person who takes out this policy. The policyholder is responsible for ensuring that the premiums are paid.

- 1.2 You will not be covered under this policy until the Insurer has accepted your application and has received your first premium, whichever is the latest.
- 1.3 The age of the PolicyHolder cannot exceed 64 (sixty-four) years when first applying for this Policy. The policy will terminate when the PolicyHolder turns 65 years old.
- 1.4 An Insured Person may only have one Commuter Policy underwritten by the Insurer.
- 1.5 Any reference to the singular includes the plural and vice versa; and any reference to a gender includes the other gender. The clause headings in this Policy have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.6 This Policy shall be governed by, construed and interpreted in accordance with the law of Botswana.
- 1.7 In the event of an interpretation dispute arising under this policy, the normal everyday usage of the English wording contained in this document shall apply.
- 1.8 Beneficiary: The proceeds of this policy will be paid to the PolicyHolder, and in the event of his death, to the beneficiary as stipulated on the application form or, as indicated by the PH in subsequent written communication to the Insurer. If that person is still a child under 18 (eighteen) years of age, the proceeds will be paid into a trust account in the child's name. If the policyholder did not name someone to benefit from this policy, the money will be paid into the estate of the policyholder.
- 1.9 Maximum cover per any one life is limited to P15 000. The cost of the hospital benefit and repatriation are additional to this cover.





## 2. Product, premiums and benefit summary

The following products and benefits will be offered to Members:

Name of Product / Benefit	Amount of the Benefit	Benefits payable in the following events	Description of Benefit	Benefits Payable to:	Waiting period
Accidental Death	P 15 000	Accidental death while traveling as a fare- paying passenger by road or railway	The benefit amount will be payable in cash to the nominated beneficiary when the PolicyHolder dies while traveling as a fare paying passenger	The PolicyHolder or Nominated Beneficiary in the event of the Policyholder's death.	There are none. This benefit is still active for three months after the accident, if the PH should die of direct causes due to the accident and if the disability benefit had not been paid.
Accidental Disability	P 15 000	Total and permanent disability due to an accident while traveling as a farepaying passenger by road or railway.	Total and permanent disability due to an accident while traveling as a fare-paying passenger by road or railway. Please see the definition of Total and Permanent disability.	PolicyHolder	None. If there is medical uncertainty if the injuries qualify under the definition of Total and permanent disability, then there will be a 6 months' waiting period for medical results.
P 5 000 Transfer of bodily remains		Accidental death while traveling as a fare-paying passenger by road or railway	To Assist with the financial cost of transporting the bodily remains of the deceased from the scene of the accident/or hospital near the scene of the accident, to the deceased's home. This benefit is only payable if the accident happened more than 100 kilometers from the deceased's permanent residence as at the time of death. See definition of Permanent Residence	Nominated Beneficiary as stated on the date of death.	None
Hospital Cash Benefit		Cash benefit of P500.00 per day to a maximum of 10 days. Waiting period of 48 hours, then payable from day one.	To assist with indirect hospital costs, transport, food, etc.	The PolicyHolder	Hospitalisation must be taken up immediately after the accident occurred within 48 hours. If it is taken up immediately, and the member is released from hospital shorter than 48 hours, no payment. If Hospitalisation continues after 48 hours, it is paid from the first day.





Maximum cover per any one life under this scheme:

## P15,000.00. Hospital cash benefit is additional to this amount.

### 3. Right of cancellation:

The Insurer can cancel and/or alter premiums, terms and conditions of the policy or the schedule at any time if the actuaries of the Insurer deems it necessary. The PolicyHolder will be given 30 (thirty) days' notice of the Insurer's intention to do so.

4. Definitions: If any provision in a definition is a substantive provision conferring rights or imposing

obligations on any party, effect shall be given to it as if it were a substantive clause in the body

of the Policy, notwithstanding that it is only contained in the interpretation clause.

Accident (or Accidental) A sudden, unforeseen, unusual and unexpected specific event, which is unintended, arises from a

source external to the Insured, is independent of illness, disease or other bodily malfunction, which

occurs at an identifiable time and place during the period of the Policy.

Accidental Death An unforeseen event, which could not reasonably have been expected to occur. The event must

result in death caused directly and independently of all other causes by some external and visible

means arising from this event and excludes death by natural causes.

**Admission Day** Means the admission into a registered Botswana Hospital

Means 48 consecutive hours from the time of admission.

**Application Form** The form that the PolicyHolder completes and nominates the beneficiary.

**Beneficiary** The person/s as nominated by the PolicyHolder, to receive the benefit, subject to the terms and

conditions set out in this Policy Document. Such persons to be nominated on the application form

and may be amended in writing any time prior to your death.

**Benefit** The stated benefits provided by the Insurer and as set out in point 2 of this Policy.

**Bodily Injury** Violent external and visible means caused by an Accident, but shall include Bodily Injury caused by

starvation, thirst and exposure to the elements as a result of a Road Accident.

**Commencement date** Means the date on which the insurance cover commences and as stated on the Policy Schedule.

**Cooling-off Period** An Opportunity for the policyholder to cancel the policy, providing no benefit has been paid or

claimed within a period of 30 days of receipt of the participation certificate.

**Defined Accidental** 

**Events** 

Where the PolicyHolder sustains accidental bodily injury which results, within 3 (three) months thereof, in the death of the PolicyHolder, solely and independently of any other cause. (It is only

payable if the Accidental Disability had not been paid.)

**Grace Period** The period after the due date for payment of premiums, which the Insurer will allow the

Policyholder to pay arrear premiums before benefits will be lapsed.

**Hospital** means an establishment which meets all the following requirements:

Tholds a licence as a hospital or day clinic or nursing home (if licensing is

required in the province or government jurisdiction);

Doperates primarily for the reception, care and treatment of sick, ailing or injured

persons as inpatients;

2 provides organised facilities for diagnosis and surgical treatment;

Dis not primarily a rest or convalescent home or similar establishment and is not,

other than incidentally, a place for alcoholics or drug addicts;





**Insured Event** The particular event, for which insurance has been obtained in terms of this

Policy.

**Insurer** Western Life Insurance Botswana (Pty) Ltd. Company registration number:

BW00001234622

Members

(Insured Persons)
Permanent and Total
Disability

The PolicyHolder.

Such incapacity which renders the Insured unable to follow his/her own or similar occupation, defined as the regular and / or normal occupation in which the Insured is engaged for remuneration or profit but expanded also to include any occupation for which the Insured is reasonably qualified to be engaged in for remuneration or profit by his/her qualifications, status, training, working and / or occupational experience.

The term Permanent Total Disability shall include permanent and total loss of or use of:

• Speech, 100% loss

• Hearing both ears, 100% loss

• Any limb, 100%

• Sight in one or both eyes, 100%

• Disfigurement of face and neck, 100%

**Permanent Residence** The primary place of residence from which the PolicyHolder travels to work and

back.

**Physician** A doctor of medicine or a doctor of osteopathy licensed to render medical

services or perform surgery in accordance with the laws of the jurisdiction where

such professional services are performed.

**Policy** The document issued to the Policyholder which sets out the relevant terms and

conditions applicable to the policy and relevant cover selected.

**PolicyHolder** The person who is insured for all the benefits as stated in point 2 of this policy

document insured under this Policy and on whose death all cover shall cease.

**Pre-Existing conditions** means any Bodily Injury for which the Insured Person received medical advice

and or treatment and or it was diagnosed or showed symptoms in the 24 (twenty-four) months prior to the Commencement Date stated in the Policy Schedule

**Premium** The amount payable to the insurer monthly in advance

**Repatriation** The repatriation of the deceased within the border of the defined Territory.

**Territory** Within the borders of the Republic of Botswana.

**Treatment** Any form of treatment by a Physician for the purpose of treating or monitoring an

Insured's medical condition arising out of an Insured Event.

Waiting Periods The Waiting Period is the period as stated in Point 6 in which no benefits are

payable to a PolicyHolder

## 5. Premium

- 5.1 The policy will incept once the first premium had been received by the Insurer.
- 5.2 The premium is payable monthly in advance.
- 5.3 Premiums will not be refunded, whole or in part, on cancellation or termination of this policy.





- 5.4 It is the responsibility of the Insured Person to make sure premiums are paid on time.
- 5.5 The Policy Schedule forms part of this policy. The policy may be reviewed as on the review date on the policy schedule.

#### 6. Lapsing and Reinstatement of lapsed policies

- 6.1 Should two (2) consecutive premium payments or two (2) total premium payments be missed during the life of the policy, the Policy will automatically lapse
- 6.2 Where a Policy has lapsed, a request to reinstate benefits must be made to the Insurer or broker in writing within 60 days after the date of the lapse. All outstanding premiums must be received before the policy will be reinstated. No claims are payable for the lapsed period. A policy can only be reinstated once during the lifetime of the policy. If the PH does not make use of the reinstatement period, the PH must complete a new application if he wishes to continue with this cover.

#### 7. Cessation of Cover

This policy will cease when any of the following occurs

- 7.1 The PolicyHolder turns 65 years old
- 7.2 The policy lapsed
- 7.3 Accidental Death or Disability cover has been paid.
- 7.4 The PolicyHolder cancels the policy in writing
- 7.5 The Insurer cancels the policy in writing

#### 8. Grace Period

The grace period for premium is 30 (thirty) days after the date in which the premium was due

#### 9. Currency

Monthly premiums and claims will be paid in Botswana Pula (BWP).

#### 10. Cessions and Loans

The rights and benefits of this policy cannot be given over to someone else, nor can this policy be used to secure a loan.

## 11. Surrender Value

The policy has no maturity and no surrender value.

#### 12. Residence and Travel

The travel area and the use of public transport are restricted to Botswana. This cover is only available to Botswana Citizens and Residents.

### 13. Cooling off Period

The Cooling off period is 30 days since the date of application. After the cooling off period, cancellation of the policy can be made by both the insured or insurer by giving written notice. All premiums received will be returned to the applicant.

## 14. Waiting Periods

A waiting period is a specified period, as defined in this policy, which must pass before you can claim a benefit. The waiting periods for this policy are:

14.1 Accidental Death, and Repatriation of deceased PolicyHolder's remains:

In the event of any of the above, the benefit shall be payable immediate on receipt of the claim document and all other requested documentation.





## 14.2 Accidental Disability:

Up to 6 months if medically required to establish the permanency of the injury. If the injury is of such a nature that there is no medical doubt as to its permanency, it will be paid on receipt of all the required medical documents.

#### 14.3 Hospital Cash Benefit:

• This benefit is applicable only immediately after the claim incident. Once the PolicyHolder is hospitalized, there is a 48 hour Waiting Period to establish the necessity for the PolicyHolder to remain hospitalized. If the policyholder is released from hospital within the first 48 hours, there is no benefit payment. If the Policyholder remains hospitalized for more than 48 hours, the benefit is payable from day one.

#### 15. Member Amendments

Should a PolicyHolder like to make any changes to his / her personal information or any other information pertaining to the Policy, he/she should complete the Member Amendment Form.

#### 16. Claims

- 16.1 The Insurer must be notified of an accident, death or injury, within 30 days after the claim incident. In the event of the PH being hospitslised, the same applies. This also applies to repatriation.
- 16.2 All claim documentation and a completed claim form must be forwarded to the insurer within 3 months after the date of the claim incident
- 16.3 No claim will be paid without points 16.1 and 16.2 in place with the insurer, and only if the insurer is satisfied as to the validity of the claim.
- 16.4 In the event of the PH's death, points 16.1 and 16.2 should be done by the beneficiary
- 16.5 The claim form and documents can be submitted in soft or hard copy to the broker or the insurer.
- 16.6 Incomplete or unreadable supporting documentation can delay the payment process.
- 16.7 Payment will be made within 5 working days if all forms and documentation had been received by the insurer. In the event of repatriation, payment can be made in 48 hours after the claim event if all documentation had been received.

## 16.8 Claim Documentation

The policy must be active. In other words, your premiums must be fully paid and up to date.

Documents required to process your claim:

REF	DOCUMENT DESCRIPTION	WHEN APPLICABLE	
1	Claim form, fully completed and legible.	All benefits	
2	A certified copy of the PH ID document	All benefits	
3	A copy of the police report referencing the accident	All benefits	
4	Hospital Accounts indicating the minimum information as indicated below:	Hospital Cash benefit	
	- Patient name and ID number;		
	- Admission date;		
	- Discharge date;		
	- ICD10 codes;	]	
	- Nappi & Tariffs Codes.		
5	Surgeon's Medical Report	Hospital Cash benefit	





6	Discharge Summary report	Hospital Cash benefit	
7	Medical Specialist report (available from Insurer)	Accidental event/ Hospital Cash benefit	
	All Other medical reports as requested by the Insurer.		
8	Boarding letter indicating Permanent Disability from BALA	Accidental Disability	
9.	Medical Specialist's letter to confirm total and permanent disability. Permanent Disability benefits will only be considered by the Insurer in the event of motivation received from a Physician as defined in Section 4 of this Policy Wording.	Accidental disability	

16.9. If the Insurer repudiates the claim, no amount will be paid. You have 90 (ninety) days from the date of the repudiation to question the repudiation. After 90 (ninety) days have passed from the date of the written repudiation, you can no longer dispute the reputed claim. Any liability of the Insurer shall be extinguished, and no benefits shall be payable in respect of such claim and / or the insured event concerned.

#### 17. General Exclusions

No claim will be admitted in terms of this Scheme if the event giving rise to the claim is caused directly or indirectly by or is in any way attributable to any of the following:

- 17.1 The willing participation by the PolicyHolder and such other insured persons under this Scheme, in any of the following:
  - 17.1.1.any act of war (whether war is declared or not)
  - 17.1.2 military action
  - 17.1.3 riot
  - 17.1.4 insurrection
  - 17.1.5 civil commotion
  - 17.1.6 usurpation of power
  - 17.1.7 martial law
  - 17.1.8 terrorism
  - 17.1.9 any usage of nuclear, chemical and biological weapons, device or agent
- 17.2 a claim event arising directly or indirectly from an epidemic or pandemic
- 17.3. Any act or deed by the PolicyHolder deliberately committed in violation of any law.
- 17.4 Self-inflicted injury or self-inflicted illness, whether intended or not, or voluntary exposure to danger or obvious risk of injury. Any injury or disease which is caused partly by the actions or omissions of the insured, but in conjunction with the action or omission of some other party of some other contributory factor.
- 17.5 Taking or absorbing, accidentally or otherwise, any drug, medicine, sedative or poison, except as prescribed by a licensed medical practitioner, who is not the PH.

## 18. Exclusions and Limitations

- 18.1. A Member (Insured Person) may not be covered for more than one Commuter Policy.
- 18.2 The Insurer will not be liable for any claims:
  - 18.2.1 caused by suicide or attempt thereat or self-inflicted injury or wilful exposure to danger





- 18.2.2 where the Member did not take all reasonable precautions to prevent Accidents and do not comply with all statutory requirements and regulations;
- 18.2.3 was caused by, or as a result of, the influence of alcohol, drugs or narcotics upon such Member (Insured Person) unless administered by, or prescribed by, and taken in accordance with the instructions of a member of the medical profession (other than himself);
- 18.2.4 was caused whilst travelling by any other form of travelling except public transport by road or rail.
- 18.2.5 was caused whilst participating in a hazardous or Professional Sport/activity, including, while it was caused by mountaineering or rock climbing necessitating the use of ropes or guides, potholing, hang gliding, sky diving, riding or driving in a race or rally, quad biking, off-road motorcycle riding, underwater activities involving the use of artificial breathing apparatus unless the Insured Person has an open water diving certificate or is diving with a qualified instructor to a depth no greater than 30 meters and/or similar activities, unless agreed by the Insurer;
- 18.2.6 was caused by any mental illness, mental disability, mental impairment and psychopathic disorders, all forms of depression, major affective disorders, psychotic and neurotic conditions, as well as all stress and anxiety related disorders, other than those caused by Accident as defined in this Insurance;
- 18.2.7 was caused by any gradually operating cause;
- 18.2.8 if the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

## 19. Complaints

If you have received inadequate information or unsatisfactory service or have complaints about the advice you have received, please contact the Insurer's Compliance Officer at:

Complaints@Westernlife.co.bw

## 20. Queries

We value your comments. If you are not satisfied with our service, please do not hesitate to contact us at info@evolusure.co.za