



momentum
corporate

Disability benefit reinsurance policy

15 October 2020

Disability benefit reinsurance policy

Policy No: BJ7-PT1

MEU Retirement Fund

This revised policy is effective from **1 February 2021**.



Authorised signatory for Momentum Metropolitan Life Limited

Signed on 15 October 2020

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1 About this policy document

1.1 Introduction

- 1.1.1 This policy is underwritten by Momentum Metropolitan Life Limited (registration number 1904/002186/06), an authorised financial services provider (FSP 6406). Momentum is a division of Momentum Metropolitan Life Limited, and operates this policy as part of Momentum Metropolitan Life Limited. Any reference to Momentum in this policy refers not only to Momentum as an operating division, but also to Momentum Metropolitan Life Limited, the insurer of this policy.
- 1.1.2 Momentum will pay the Benefits set out in this policy and in return, the Policyholder will pay the premiums.

1.2 Definitions used in this policy

- 1.2.1 In this policy, certain words and expressions have specific meanings assigned to them and they have the same meaning throughout the policy.
- 1.2.2 Capital letters are used to show where a defined word or expression is used in the policy with the meaning listed below.
- 1.2.3 **Accident** means an event that leads to the involuntary bodily injury of a Member solely through accidental, violent, external, visible and tangible means.
- 1.2.4 **Automatic Acceptance Limit** means a rand amount that Momentum will set from time to time.
- 1.2.5 **Benefit** consists of the **Disability Benefit** which means, subject to the terms and conditions of this policy, an amount equal to the disability benefit specified in the Schedule that is payable on the Member's disability.
- 1.2.6 **Commencement Date** means the date specified in the Schedule.
- 1.2.7 **Cover** means the cover effected by the Policyholder to secure the Benefits provided in terms of this policy.
- 1.2.8 **Date of Disablement** means the date determined by Momentum in terms of clause 3.3 (Setting the Date of Disablement).
- 1.2.9 **Disability** means Total and Permanent Disablement as defined, **Disablement** and **Disabled** being construed accordingly.

- 1.2.10 **Eligible Employee** means a full-time employee in Service who satisfies the entry qualifications as set out in the Schedule. Full-time working directors can also be Eligible Employees. An employee's entry qualifications may be waived if the Policyholder and Momentum so agree in writing.
- 1.2.11 **Employer** means the employer specified in the Schedule.
- 1.2.12 **Entry Date** means the Commencement Date for all Eligible Employees existing at the Commencement Date. For new Eligible Employees who join the Employer after the Commencement Date, it means the first day of employment.
- 1.2.13 **Fund** means the MEU Retirement Fund.
- 1.2.14 **Medical Evidence Period** means the maximum period during which Accident Cover is provided while medical evidence is being obtained, submitted and considered. The Medical Evidence Period is 90 days for a Member who has previously been asked to submit medical evidence in terms of clause 2.5.2, and one year for other Members. The Medical Evidence Period will start on the date Momentum receives notice that Cover is required in excess of the Automatic Acceptance Limit and any higher previously accepted or restricted Cover.
- 1.2.15 **Member** means an Eligible Employee who is covered under this policy.
- 1.2.16 **Member Category** means, if applicable, one of the categories specified in the Schedule into which Members are classified.
- 1.2.17 **Option Age** means the age specified in the Schedule.
- 1.2.18 **Option Date** means the last day of the month in which a Member attains the Option Age.
- 1.2.19 **Policyholder** means the policyholder specified in the Schedule.
- 1.2.20 **Policy Year** means the period specified in the Schedule.
- 1.2.21 **Renewal Date** means the date specified in the Schedule.
- 1.2.22 **Risk Benefit Option A, B, C, D and E** means the risk benefit options available to a Member as described in the Schedule.
- 1.2.23 **Rules** means the registered rules of MEU Retirement Fund.

- 1.2.24 **Salary** means a Member's gross annual salary, excluding all bonuses, overtime and fringe benefits. A Member's Salary must be advised in writing to Momentum by the Policyholder and accepted by Momentum. The Salary of a Disabled Member is their Salary at the Date of Disablement.
- 1.2.25 **Schedule** means the schedule attached to and forming part of this policy.
- 1.2.26 **Service** means uninterrupted, active, permanent employment with the Employer for not less than 20 hours per week, subject to the provisions of clause 2.4.
- 1.2.27 **Southern Africa** means the Republic of South Africa, Botswana, Eswatini, Lesotho, Mozambique, Namibia and Zimbabwe.
- 1.2.28 **Swiss Pooling** means the pooling arrangement of The Swiss Life Network.
- 1.2.29 **Termination Age** means the age specified in the Schedule.
- 1.2.30 **Termination Date** means the last day of the month in which a Member attains the Termination Age.
- 1.2.31 **Total and Permanent Disablement** means:
- 1.2.31.1 the total, permanent and continuous inability, in Momentum's opinion, of a Member due to illness or injury to engage for remuneration or profit in their own occupation or any other occupation to which they are suited or for which they are or could reasonably be expected to become qualified by virtue of their knowledge, training, education, ability and experience in the open labour market;
 - 1.2.31.2 the permanent impairment of a Member's mental or physical condition to such an extent that they are unable to attend to their normal bodily functions; or
 - 1.2.31.3 the permanent loss by a Member of the use of two limbs or the sight in both eyes or the use of one limb and the sight in one eye.
- 1.2.32 **Waiting Period** means the period starting on the Date of Disablement during which a claim is assessed. The length of the Waiting Period is specified in the Schedule.

1.3 Policy document

- 1.3.1 This policy is the entire contract between Momentum and the Policyholder. Any changes to this policy must be in writing and must be signed by an authorised representative of Momentum.
- 1.3.2 Momentum can change this policy on 31 days' written notice to the Policyholder.
- 1.3.3 The Policyholder must provide a copy of this policy and all endorsements to any Member who asks for a copy of the policy.

1.4 Benefits not transferrable

- 1.4.1 This policy's Benefits cannot be transferred, ceded, pledged or assigned in any way.

1.5 Surrender value

- 1.5.1 This policy does not participate in Momentum's profits and it does not have any surrender value.

1.6 Termination of policy

- 1.6.1 The Policyholder and Momentum may cancel this policy by giving the other party 31 days' prior written notice.
- 1.6.2 This policy will terminate on termination of the Policyholder.
- 1.6.3 When this policy terminates, there could be Members who are entitled to submit claims for a Benefit because their claims arose before the termination date. The Policyholder must provide Momentum with the following details for each of these Members within 31 days of the policy termination date:
 - 1.6.3.1 the Member's name and date of birth;
 - 1.6.3.2 the date and nature of the incident that led to the Disability Benefit claim; and
 - 1.6.3.3 the Member's occupation.

2 Cover conditions

2.1 Eligibility for Membership

- 2.1.1 All Eligible Employees must be insured as Members under this policy.
- 2.1.2 A Member's Cover will, subject to compliance with clause 2.3 and clause 2.4, start on their Entry Date.
- 2.1.3 If the entry conditions are waived to allow an employee to become a Member, then that employee's Cover will only start once Momentum has agreed to this in writing.

2.2 Risk Benefit Options

- 2.2.1 Existing Members of the Fund prior to 1 November 2005:

Existing Members will participate in Risk Benefit Option A.

- 2.2.2 Members joining the Fund on or after 1 November 2005:

Members joining the Fund on or after 1 November 2005 will elect a Risk Benefit Option of his choice. The Policyholder must inform Momentum, in writing, of the election within 1 month of the member's entry into the Fund.

Where a Member does not elect a Risk Benefit Option, he will automatically participate in Risk Benefit Option A until such time as the Member alters his Risk Benefit Option in terms of clause 2.2.3, subject to clause 2.2.4.

- 2.2.3 Subsequent changes in Risk Benefit Option:

A Member may change his Risk Benefit Option on the following events:

- 2.2.3.1 at the Renewal Date; or
- 2.2.3.2 a single Member marries; or
- 2.2.3.3 a married Member divorces or is widowed; or
- 2.2.3.4 a Member increases his dependants through the birth of a child or the like; or

2.2.3.5 a Member loses a dependant by way of death or a child reaching majority age,

subject to the approval of Momentum.

2.2.4 If a Member changes from 1 Risk Benefit Option to another, the Policyholder must inform Momentum thereof, in writing, within 1 month of the event that gives rise to the Member being able to effect a change in his Risk Benefit Option.

Medical evidence of the Member's state of health will be required. This will initially consist of a medical questionnaire to be completed by any Member who wants to change cover as described in this clause 2.2.4. Based on the information on the medical questionnaire and information gathered, Momentum will decide on further medical information required (if any) and the terms on which the benefits are provided.

The cost of the medical evidence required by Momentum will be for the Member's account.

Momentum shall, before accepting a Member for the increased portion of his life insurance cover, have the right to require that the Member be actively at work on the effective date of such increase. The provisions of clause 2.3 will apply mutatis mutandis with "Entry Date" being substituted with the effective date of the increase.

2.3 Actively at work

2.3.1 On the first working day on which an Eligible Employee's Cover is due to start, the Eligible Employee must be actively at work. This means that the Eligible Employee must be:

2.3.1.1 at work;

2.3.1.2 attending to their normal duties; and

2.3.1.3 capable of attending to the duties for which the employee is employed.

2.3.2 If an Eligible Employee is not actively at work as set out above, the employee's Cover is restricted to Accident Cover only. (Accident Cover is explained in clause 2.7.)

2.3.3 If the Member's Cover is restricted to Accident Cover only, the Member's full Cover will only start when:

- 2.3.3.1 the Member submits evidence of their good health and insurability satisfactory to Momentum; or
- 2.3.3.2 the Member completes eight weeks of Service without absence.
- 2.3.4 If a Member's Cover increases because of a change in the Benefit structure or an increase in the Member's Salary, the restrictions and Accident Cover set out above will also apply from the date that the Cover is due to increase. The restrictions and Accident Cover will only apply to the amount of the increase, and not to the Member's existing Cover.
- 2.3.5 If the actively at work clause waiver is required in terms of the Schedule, the restrictions set out above will not apply to Disability Cover that is less than the cover that a Member enjoyed immediately before the Commencement Date under a previous disability policy effected by the Employer for the benefit of employees or by a fund in which the Employer participated for the benefit of its members. Any Cover over this amount is subject to the actively at work requirements.

2.4 Temporary absence

- 2.4.1 A Member is regarded as being temporarily absent if the Employer has granted them a leave of absence from active Service for a limited period, with the intention that they will return to active Service in the future.
- 2.4.2 If a Member is temporarily absent, at Momentum's discretion the Member may continue to be Covered at the level they enjoyed immediately before their absence, subject to the following conditions:
 - 2.4.2.1 the Policyholder must notify Momentum of the absence of the Member from Service in writing;
 - 2.4.2.2 the Member must remain employed by the Employer; and
 - 2.4.2.3 premiums must continue to be paid based on the Member's previous Cover levels even if the Member is receiving reduced or no remuneration during the Member's absence.
- 2.4.3 This continued Cover is granted for a maximum period of:
 - 2.4.3.1 six months if the Member's absence is related to ill health or disability;
or

2.4.3.2 twelve months if the Member's absence is for other reasons.

2.4.4 The Policyholder can ask Momentum to Cover a Member who is absent from Service for longer periods. If Momentum agrees to this, it will confirm its agreement and any additional conditions in writing to the Policyholder.

2.4.5 Absences from Service that are not separated by at least six consecutive months are added together when calculating the maximum period of Cover allowed above.

2.4.6 A Member whose Cover has stopped because they exceeded the maximum period allowed for temporary absence will be treated as a new Member if they return to Service. Cover will not automatically restart.

2.5 Automatic Acceptance Limit

2.5.1 Momentum will from time to time determine an Automatic Acceptance Limit. No evidence of health and insurability is required for Cover for an amount less than or equal to the Automatic Acceptance Limit.

2.5.2 Momentum will only grant a Member Cover above the Automatic Acceptance Limit if the Member provides evidence of their good health and insurability, including disclosure of any hazardous activities that the Member participates in. If the evidence is not acceptable to Momentum, Momentum can decline the extra Cover, or it can grant the Cover subject to special terms and conditions, extra premiums, or a combination of both.

2.5.3 Momentum will pay the reasonable cost of providing the evidence of good health and insurability as envisaged in this clause.

2.6 Swiss Pooling arrangement

2.6.1 The Schedule will indicate if the Employer participates in Swiss Pooling or not. While the Employer participates in Swiss Pooling, Momentum can relax or waive the medical evidence requirements for Cover above the Automatic Acceptance Limit.

2.6.2 Participation in Swiss Pooling will end when:

2.6.2.1 Swiss Life notifies Momentum that the Employer's participation has ended; or

2.6.2.2 Momentum or the Policyholder terminates this policy.

2.7 Accident Cover

- 2.7.1 Momentum will provide Accident Cover:
 - 2.7.1.1 during a Member's Medical Evidence Period;
 - 2.7.1.2 where a Member's Cover is delayed because the Member has not met the Actively at Work requirements.
- 2.7.2 For Accident Cover provided during the Member's Medical Evidence Period:
 - 2.7.2.1 the amount of Accident Cover provided is the Member's required Cover in excess of the Automatic Acceptance Limit;
 - 2.7.2.2 the Accident Cover will stop when the Medical Evidence Period ends or when Momentum notifies the Policyholder that the additional Cover has been declined, accepted or re-negotiated, whichever happens first.
- 2.7.3 For Accident Cover provided because the Member has not met the Actively at Work requirements:
 - 2.7.3.1 the amount of Accident Cover provided is the Member's full potential Cover or the increase in the Member's potential Cover, as the case may be;
 - 2.7.3.2 the Accident Cover will stop when the Member submits evidence of their good health and insurability satisfactory to Momentum or completes eight weeks of Service without absence.
- 2.7.4 This Accident Cover is limited to claims resulting from an Accident where the Member's Date of Disablement is within 180 days of the Accident.
- 2.7.5 Accident Cover is provided at the current premium rate applied to Cover granted under this policy.
- 2.7.6 In addition to the exclusions set out in clause 2.9, no Accident Cover is payable for claims arising wholly, or partly, directly or indirectly as a consequence of:
 - 2.7.6.1 suicide, attempted suicide or any self-inflicted injury, whether the Member is sane or insane, and whether by the Member's own hand or not, or by the hands of justice;
 - 2.7.6.2 excessive use of intoxicating liquor, wilful inhalation of gas or taking of poisons, drugs or narcotics (except under proper medical direction);

- 2.7.6.3 any violation of the criminal law by the Member, or any event that happened while the Member was in violation of the criminal law;
- 2.7.6.4 participation in any type of aviation or airborne pursuit anywhere in any capacity, except as a passenger travelling solely for the purpose of transport:
 - (a) in a registered passenger aircraft owned and operated by a licensed airline or air-transport company and flown by a pilot holding a commercial pilot's licence on a recognised route between licensed airfields, or
 - (b) in a military passenger aircraft from one airfield to another.

2.8 Special conditions for pilots and drivers

- 2.8.1 Notwithstanding the definition of Total and Permanent Disablement, if a Member's employment is dependent on the Member having a valid pilot's licence, the Member will only qualify for a Disability Benefit if their disability renders the Member totally incapable of engaging in any occupation at all in the open labour market for remuneration or profit.
- 2.8.2 Notwithstanding the definition of Total and Permanent Disablement, where more than 15% of the Members are full-time drivers and their employment and remuneration substantially depend on them having valid drivers' licences appropriate to their occupations, no disability claim will be recognised for any such Member unless their disability renders the Member totally incapable of engaging in any occupation at all in the open labour market for remuneration or profit.

2.9 Exclusions

- 2.9.1 No Benefit is payable for a Member if the claim is in any direct or indirect way caused by, related to, or a result of:
 - 2.9.1.1 any nuclear reaction or nuclear radiation;
 - 2.9.1.2 active participation in war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, military uprising, military or usurped power, martial law, insurrection, rebellion or revolution;

- 2.9.1.3 active participation in a popular uprising, including active participation in any mutiny, riot or civil commotion that is part of that popular uprising;
- 2.9.1.4 active participation in any act of terrorism or action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, even if other causes or events contribute to the claim at any stage. In this policy terrorism means an act, the threat of an act, or any preparation for an act:
 - (a) that may or may not involve violence or the use of force by any person or group (whether they are acting alone or on behalf of or in connection with any organisation, regime or any constitutional or practicing government); and
 - (b) that is, or appears to be, intended to intimidate, harm or influence any government, the public, or a section of the public, or to disrupt any segment of the economy; and
 - (c) that from its nature or context is or appears to be done in connection with political, social, religious, ideological or similar causes or objectives.

2.9.2 No Disability Benefit is payable for a Member if the Date of Disablement is before the Member's Entry Date, or after the Member's Cover stopped.

2.10 When Cover will stop

- 2.10.1 A Member's Cover will stop when the first of the following happens:
 - 2.10.1.1 the Member stops qualifying for the disability benefit in terms of the Rules for which Cover is provided in terms of this policy;
 - 2.10.1.2 the Member is absent from Southern Africa for a period of 12 months (unless Momentum decides to extend this period at its sole discretion);
 - 2.10.1.3 the Member's Service stops, unless the Member remains Covered under clause 2.4;
 - 2.10.1.4 the Member reaches the Termination Date;
 - 2.10.1.5 premium payments stop, subject to clause 5.3;
 - 2.10.1.6 this policy is terminated by Momentum or the Policyholder.

2.10.2 Absences from Southern Africa that are separated by less than six consecutive weeks are added together to determine whether or not the 12 month period in clause 2.10.1.2 has elapsed.

3 Disability Benefit

3.1 Cover of a previously disabled Member

- 3.1.1 A Member who has received a Disability Benefit is not entitled to any Disability Cover, unless Momentum decides otherwise in writing.

3.2 Pre-existing conditions

- 3.2.1 No Disability Benefit is payable if, during the first 12 months following the new Member's Entry Date, in Momentum's opinion, the Member is disabled as a result of any illness, injury or condition that the Member knew about, or could reasonably be expected to have known about or was diagnosed with or was treated for, or displayed symptoms of in the six months before the Member's Entry Date.
- 3.2.2 Where a Member's Disability Benefit increases due to a change in the benefit structure, the amount of the Disability Benefit attributable to the increase in Cover will not be paid for the Member, if:
- 3.2.2.1 the Member is disabled during the 12 month period immediately following the change in Benefit structure; and
 - 3.2.2.2 the Member's disability, in Momentum's opinion, arises from any illness, injury or condition that the Member knew about or could reasonably be expected to have known about or was diagnosed with or was treated for or displayed symptoms of in the six months before the effective date of the change in Benefit structure.
- 3.2.3 Where a Member becomes entitled to a Disability Benefit as a result of a change in the definition of Total and Permanent Disablement, no Disability Benefit is paid for the Member, if:
- 3.2.3.1 the Member is disabled during the 12 month period immediately following the effective date of the change in definition; and
 - 3.2.3.2 the Member's disability, in Momentum's opinion, arises from any illness, injury or condition that the Member knew about or could reasonably be expected to have known about or was diagnosed with or was treated for or displayed symptoms of in the six months before the effective date of the change in definition.

- 3.2.4 If a Member was covered immediately before their Entry Date under a similar group disability benefit policy taken out by a retirement fund or an employer for the benefit of members or employees, and no restrictions or loadings applied to that cover, the continuous period during which the Member was covered will be added to the period since the Entry Date to determine when the 12 month pre-existing condition exclusion period will come to an end. This only applies to the amount of cover the Member had with the previous insurer. Any Cover in excess of this amount will still be subject to the pre-existing condition exclusion.

3.3 Setting the Date of Disablement

- 3.3.1 Momentum will determine the date on which the Member was last capable of fulfilling their normal employment duties and this is referred to as the Date of Disablement.
- 3.3.2 When determining the Date of Disablement, Momentum will take into account:
- 3.3.2.1 objective medical evidence;
 - 3.3.2.2 the definition of Disability in this policy;
 - 3.3.2.3 the Member's work history;
 - 3.3.2.4 the Member's normal employment duties; and
 - 3.3.2.5 any other information relevant to the Member's claim, condition and circumstances.
- 3.3.3 If a Member's employment duties were changed to accommodate their disability and they have been capably performing these duties for six months or more, these are regarded as the Member's normal employment duties.

3.4 Payment of Benefits

- 3.4.1 Momentum will pay the Benefit once the Total and Permanent Disablement claim is admitted and all the policy requirements are met.
- 3.4.2 Momentum will pay the Disability Benefit to the Policyholder.
- 3.4.3 No Disability Benefit is payable for a Member if the Date of Disablement is before the Entry Date, after the Termination Date, or after the date of termination of the policy.

3.4.4 A Disability Benefit may be paid if the Member's Waiting Period ends after the Member's Termination Date.

3.5 Maximum Benefit

3.5.1 The maximum Disability Benefit payable on Total and Permanent Disablement of a Member is the lesser of:

3.5.1.1 the Disability Benefit; and

3.5.1.2 R10 000 000.

3.6 Reduction of Benefits

3.6.1 If Disability is less than five years before the Termination Date, a reduced Disability Benefit will be paid. The reduced Disability Benefit is calculated as follows:

$$\frac{\text{Number of months remaining until the Termination Date}}{60} \times \text{Disability Benefit}$$

4 Conversion option

4.1 Availability

- 4.1.1 The Schedule will indicate if a conversion option is included under this policy or not.
- 4.1.2 If the conversion option is included, the Member will have the option to take out an individual policy with Momentum when their group Cover ends under this policy because they have left Service for any reason other than retirement.
- 4.1.3 To qualify for the conversion option, the Member's Cover must have stopped on or before the Option Date.
- 4.1.4 No conversion option is available for a Member who has already reached the age of 55 years on their Entry Date.
- 4.1.5 The Member has 90 days after their Cover stops to take out the individual policy, which they must do in writing.

4.2 Amount of cover

- 4.2.1 When a Member wants to use the conversion option, Momentum will confirm the maximum rand amount that can be covered under the individual policy.
- 4.2.2 This maximum amount is the amount the Member was Covered for immediately before their Cover stopped, but:
 - 4.2.2.1 excluding any Cover that the Member has already claimed or that was reduced by any other claim; and
 - 4.2.2.2 excluding any Cover for an event that has already happened; and
 - 4.2.2.3 excluding any Cover that was subject to restrictions or special terms.
- 4.2.3 If Momentum has already issued a policy to the Member under this conversion option or under a similar option in any policy issued by Momentum, and the individual policy is still in force, Momentum may at its discretion reduce the new individual policy's maximum amount by the amount of cover under the existing individual policy or policies.

4.3 Individual policy conditions

- 4.3.1 The type of individual policy that the Member has the option to take out will be the Momentum Myriad product that Momentum has pre-selected to replace the Cover provided under this policy.
- 4.3.2 The term of the benefit under the individual policy will not exceed the remaining term under this policy.
- 4.3.3 No medical evidence of good health will be required for the individual policy. A Member can however choose to provide a voluntary cotinine test to get non-smoker rates if necessary. Financial underwriting will however still apply.
- 4.3.4 The individual policy issued by Momentum is subject to the restrictions specified in this conversion option clause as well as any other terms and conditions that may be applied by Momentum to the type of cover provided under the individual policy. The individual policy is subject to Momentum Myriad's terms, conditions, minimum premiums and benefit levels and might provide cover that is not identical to the existing group Cover.

4.4 Availability on termination of this policy

- 4.4.1 If a Member's Cover stops because the policy is terminated, and not because their Service has ended, the Member will have the option to take out an individual policy provided they meet all the requirements in clause 4.1 and provided that the Member's Cover is not going to be continued under a new or revised group arrangement.
- 4.4.2 All the provisions of this Conversion option clause will then apply to the Member, other than clause 4.1.2.

4.5 Disability during option period

- 4.5.1 If the Member becomes Disabled within 31 days of the Cover stopping but before beginning an individual life policy under this conversion option, Momentum will pay the Benefit that would have been payable under this policy immediately before the Member's Cover stopped, but limited to the maximum cover that the Member could have chosen without any restrictions or special terms under an individual policy.
- 4.5.2 Any amount payable on Disability is paid directly to the Member or to the Member's estate if the Member dies before payment is made.

4.5.3 No premium is payable for the 31 day period referred to in this clause.

5 Administration

5.1 Provision of information

- 5.1.1 The Policyholder must provide Momentum with all the Member information it needs on a monthly basis, including Member names, identity numbers, salary details, categories, classifications, contact details, and all other information Momentum needs to perform its obligations.
- 5.1.2 In addition, the Policyholder must provide any information Momentum asks for that is relevant to this policy's Cover, Benefits or premiums.
- 5.1.3 If Momentum does not receive any information within six weeks of requesting it, Momentum will give the Policyholder two weeks' notice of its intention to terminate services and Cover.
- 5.1.4 Momentum will keep records of the Member information supplied by the Policyholder.
- 5.1.5 Momentum must have satisfactory proof of a Member's date of birth before any Benefit is paid for that Member. If Momentum was previously notified of an incorrect date of birth for a Member, Momentum will adjust the Member's Cover or retrospectively re-calculate the premiums payable for that Member, if appropriate. If any re-calculated premiums are not paid by the Policyholder to Momentum within 31 days of Momentum's request to do so, the Member's Cover will be adjusted appropriately instead.
- 5.1.6 At any reasonable time, Momentum is entitled to inspect or ask for copies of the payrolls and other Employer records relevant to the Cover, Benefits or premiums. The information provided must be validated by an auditor if Momentum requests this.
- 5.1.7 Momentum is not liable to any person for any misrepresentations, errors or omissions contained in the information provided to Momentum by the Policyholder.

5.2 Copy of the Rules

- 5.2.1 The Fund trustees must provide Momentum with an up to date copy of the Rules at the Commencement Date. A copy of any subsequent amendments to the Rules must be provided to Momentum within two months of the registration of the amendment.
- 5.2.2 If there is a discrepancy between the Rules and the provisions of this policy, Momentum's liability is restricted to the obligations undertaken in this policy only.

5.3 Payment of premiums

- 5.3.1 Premiums are payable monthly in arrears on the last day of the month.
- 5.3.2 If Momentum and the Policyholder agree in writing, the premiums due may be calculated based on the total Salary roll or the number of Members for each category of Members, or for the full Membership if there are no categories. In all other cases, the premium due will be the sum of the premiums calculated for each Member individually. The monthly Member information Momentum needs must still be provided for both calculation methods.
- 5.3.3 A period of grace of 31 days is allowed for payment of the premiums.
- 5.3.4 If premiums have not been paid, claims will still accrue during the grace period but the payment of these claims will be delayed until Momentum has received all outstanding premiums.
- 5.3.5 However, if Momentum does not receive the full amount of premiums due within the grace period, no Benefits will be paid, no claims will accrue and all Cover will stop from the last date for which the full amount of premiums has been paid, unless Momentum explicitly agrees otherwise in writing.
- 5.3.6 Momentum is entitled to charge the Policyholder interest on any overdue premium at the most recent call interest rate charged by First National Bank for the period from the end of the period of grace to the date of payment of the overdue premium.

5.4 Premium rate

- 5.4.1 Momentum can change the premium rates at any time during any Policy Year on 31 days prior written notice to the Policyholder.

5.5 Submitting claims

- 5.5.1 The Policyholder should notify Momentum as soon as possible of any potential claim or of any occurrence that could lead to a claim.
- 5.5.2 Formal written notification of a Disability claim, including all claim documents and medical evidence, must be lodged with Momentum within three months immediately following the last day during which the Member was at work attending to all their normal duties, failing which, the claim will not be admitted.
- 5.5.3 The Policyholder or the Employer must, at its own cost, provide Momentum with all the initial information and assessments Momentum needs to adequately assess the claim, failing which the claim will not be admitted.
- 5.5.4 If Momentum asks for additional information or supporting documents over and above the standard, prescribed requirements, these must be provided to Momentum within six months of the Member's Date of Disablement.
- 5.5.5 All claim requirements and supporting documents must be in English.

5.6 Claim assessment

- 5.6.1 Momentum will assess a claim within a reasonable time of receiving it, but has no obligation to admit or reject any claim for a Disability Benefit before the Waiting Period ends.
- 5.6.2 Momentum will pay the Benefit once the claim is admitted and all the policy requirements are met.
- 5.6.3 Momentum will pay the Benefit to the Policyholder.
- 5.6.4 No Disability Benefit will accrue or be paid before the Waiting Period ends, unless Momentum agrees otherwise in writing.
- 5.6.5 Premiums must still be paid for a Member during the Waiting Period. If this policy terminates during a Member's Waiting Period, the premiums for the balance of the Waiting Period must be paid in advance on the date of termination. No claim will be admitted if the premiums are not paid.
- 5.6.6 Momentum is entitled to call for any medical or other evidence at any stage while a Member's claim is being considered, or at any relevant time thereafter. Any evidence submitted must be as comprehensive as Momentum requires and must be satisfactory to Momentum in all ways.

5.7 Reasonable medical treatment

- 5.7.1 The Member must, at their own expense, seek and undergo reasonable medical advice and treatment by an appropriate medical practitioner, registered with the Health Professions Council of South Africa, when it is appropriate to do so.
- 5.7.2 The Member must follow the course of treatment that is advised or prescribed to them.
- 5.7.3 This could include undertaking lifestyle changes, taking medication and undergoing non-invasive surgical procedures, but will exclude any treatment or procedure regarded as experimental or unproven, or that would entail an unreasonable danger or threat to the Member's life.
- 5.7.4 If the Member does not comply with these requirements, Momentum may decline the Disability claim.

5.8 Cost of medical evidence

- 5.8.1 The onus is on the Member to submit medical evidence to substantiate their entitlement to a Disability Benefit. Momentum does not pay the cost of providing this evidence. Momentum will however pay the cost of any additional assessment or medical evidence it asks for to establish entitlement to a Disability Benefit. If these costs are incurred outside South Africa, Momentum will only pay the reasonable equivalent cost of obtaining the requested information in South Africa.

5.9 Fraud and dishonesty

- 5.9.1 Momentum is not liable for any claim if the Policyholder, Member or Employer commit any act of dishonesty or fraud in relation to this policy.
- 5.9.2 Momentum can investigate any circumstances where it suspects dishonest or fraudulent behaviour. This may include, but is not limited to, the use of photographs, video and other recordings or documents that may be used as evidence in the investigation, subject to the rules governing the law of evidence.

5.10 Decisions not a precedent

- 5.10.1 If Momentum or any other party waives or relaxes any conditions or rights under this policy, this is not a precedent and it does not change the policy terms in any way.

5.11 Disputes

- 5.11.1 Disputes that arise out of the interpretation or implementation of this policy are referred to either the Pension Funds Adjudicator or the Ombudsman for Long-Term Insurance for resolution, depending on who has jurisdiction over the dispute.
- 5.11.2 Nothing in this policy prevents any party to this agreement from applying for urgent or interdictory relief.

5.12 Currency and law

- 5.12.1 All amounts paid to or by Momentum must be paid in the lawful currency of the Republic of South Africa at Momentum's registered office.
- 5.12.2 Any question of law arising under this policy will be decided according to the laws of the Republic of South Africa.

5.13 Address and communications

- 5.13.1 Momentum and the Policyholder will choose a physical address for legal notices related to this policy. Their chosen addresses are set out in the Schedule.
- 5.13.2 Either party may change its address by giving written notice of the new physical address to the other party. The last notified address will only change when notice of the new address is received.
- 5.13.3 All communications in connection with this policy must be in writing.

Schedule

This Schedule must be read in conjunction with, and forms an integral part of, the Disability Benefit Reassurance Policy, policy number BJ7-PT1, issued to the Policyholder listed hereunder.

Actively at work waiver clause	:	Not required
Commencement Date	:	19 July 1996
Conversion option	:	Included
Disability Benefit	:	(i) Risk Benefit Option A: 3 times Salary (ii) Risk Benefit Option B: Nil (iii) Risk Benefit Option C: Nil (iv) Risk Benefit Option D: 1,5 times Salary (v) Risk Benefit Option E: 5 times Salary
Employer	:	Local Authorities participating in the Fund
Entry qualifications	:	All Eligible Employees who have not attained the Termination Age and who are members of the Fund
Member Categories	:	The Members participating in either Risk Benefit Options A, B, C, D or E and whose status as such has been advised to Momentum in writing by the Policyholder
Option Age	:	65 years
Physical address	:	
	Momentum	: 268 West Avenue, Centurion, 0157
	Policyholder	: 219A Surrey Avenue, Ferndale, Randburg, 2194
Policyholder	:	MEU Retirement Fund
Policy Year	:	1 February to 31 March
Renewal Date	:	1 February

Swiss Pooling : Not required
Termination Age : 65 years
Waiting Period : 6 months