



# Terms & Conditions



**Yapper Insurance**

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## Introduction and welcome

Welcome to the Yapper family!

Our aim is to provide you with the best possible cover for your Pet and to ease your concerns about the costs of treatments (should the need arise) and explain the details of what is covered by your Policy.

This Policy Document contains the general terms and conditions that apply to your Policy.

This Policy Document and your Schedule of Insurance and Benefits is a legal contract between you and us. The contract is based on the information provided, by you, during the application process.

Please read this Policy Document and your Schedule of Insurance and Benefits carefully to make ensure that the information and details that you provided to us are accurate. Please always keep this Policy Document and Schedule of Insurance and Benefits in a safe place for future reference.

Please also ensure you understand your Excess. This is the amount you will need to pay in the event of a claim.

And finally, we are here to help if you have any questions, so please do call us if you are unsure about anything or need to amend your Policy.





# Important definitions

## 1. Words and expressions used in the Policy and Schedule of Insurance and Benefits have the following specific meanings:

- 1.1 **“Accident”, “accidental” or “accidentally”** means a sudden, unexpected, unforeseen and unintended event causing injury to your Pet and excluding any deliberate act by you.
- 1.2 **“Annual”, “annually” or “Policy Year”** means every consecutive 12-month period commencing on the Start date and then on every anniversary thereafter.
- 1.3 **“Behavioural Condition(s)”** means any abnormal animal behaviour resulting from a mental or emotional disorder as diagnosed by a Vet.
- 1.4 **“Benefit”** means the refundable portion of a claim payable under the Policy, subject to any applicable Standard Rates and Excess. Benefits renew annually on every anniversary of the Start Date.
- 1.5 **“Chronic Condition”** means a condition which requires treatment or medication for longer than 3 (three) months as recommended by a Vet and which is likely to continue for the foreseeable future.
- 1.6 **“Complementary Treatment”** means treatments not typically forming part of normal conventional veterinary treatment, including but not limited to hydrotherapy, acupuncture, chiropractic treatments and physiotherapy.
- 1.7 **“Clinical Signs”** means a change/s in your Pet’s normal healthy state, its bodily functions and/ or its behaviour.
- 1.8 **“Condition”** means all manifestations of Clinical Signs resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of Your Pet’s body affected. For example, all types and occurrence of cancer that occur in the same animal are classified as the one condition.
- 1.9 **“Congenital Defect” or “congenital condition”** is present at, and existing from, the time of birth due to a birth defect, or a defect in growth, or which develops during the first month of life. Examples include but are not limited to: cleft palate, congenital hydrocephalus (fluid on the brain) and congenital heart problems.
- 1.10 **“Claim”** means a claim by the Policyholder arising from payment of Vet Expenses or Vet Fees under the Personal Section or a claim for compensation by a Third Party against you under the Public Liability Section.
- 1.11 **“Cover”** means the sections and limits of cover selected by you as set out on your Schedule of Insurance and Benefits.
- 1.12 **“Diagnosis Annual Maximum”** means the maximum annual pay-out we will make for a group of accident or illness claims in a Policy Year (less the applicable excesses), regardless of whether Treatment Annual Maximum has not been exceeded. This is also subject to the Overall Annual Maximum. Please see the Schedule of Insurance and Benefits for details.
- 1.13 **“Digestive System”** means the system by which ingested food provides the body with nutrients and excretes the waste products. The digestive system includes the salivary glands, mouth (excluding teeth), pharynx (throat), oesophagus, stomach, liver, gallbladder, pancreas, small intestine, large intestine, rectum and anus.
- 1.14 **“End Date”** means the date upon which your Policy terminates and benefits claimable under the Policy cease. If the Policy is cancelled, then the date of cancellation will be the End Date.
- 1.15 **“Excess”** means the first amount payable by you for each and every claim as set out in the Schedule of Insurance and Benefits.
- 1.16 **“Elective Treatments and Procedures”** means treatments, procedures or surgeries that are beneficial to your Pet but are not essential for your Pet’s survival or do not form part of the treatment for a specific condition.
- 1.17 **“Hereditary Defect” or “Hereditary Condition”** means that there is a significant genetic component (even if the precise genetic mechanism is not known) in the development of that particular condition, within a particular breed or type of animal. A Hereditary Condition is one that has been passed down to the puppy or kitten from their parents or through the breed (i.e. breed is predisposed) and may show its symptoms at any time during the Pet’s life. Examples of Hereditary Conditions include but are not limited to, prolapse of the gland of the third eyelid (cherry eye), Intervertebral Disc Disease (back problems), Brachycephalic Syndrome (respiratory problems) and Patella Luxation (dislocating kneecaps) in small breed dogs.
- 1.18 **“Illness”** means a sickness, disease or any change to your Pet’s normal healthy state as diagnosed by a Vet, which is not caused by Injury to your Pet and first manifests itself after the completion of your applicable Waiting Period.
- 1.19 **“Injury” or “Injuries”** means physical harm or injury which happens accidentally to your Pet as a result of external, and visible means and, which results solely and directly and independently of any other causes including any known or unknown Pre-“existing” physical, Congenital Defect or Hereditary Condition. Injury does NOT include an injury or trauma that develops over time.



- 1.20 **“Insured”** means the Policyholder as shown on the Schedule of Insurance and Benefits.
- 1.21 **“Overall Annual Maximum”** means the total compensation per Pet set out in the Schedule of Insurance and Benefits for all claims occurring during any one Policy Year. In other words, the cumulative claims under all Sections of the Policy during any one Policy Year.
- 1.22 **“Pandemic disease”** means any declared pandemic and epidemic causing widespread illness to cats or dogs.
- 1.23 **“Pet”** means a domestic canine (dog) and/or feline (cat) listed on the Schedule of Insurance and Benefits and owned by you (and not owned for commercial reasons).
- 1.24 **“Policy”** means this YAPPER Pet Insurance contract of insurance comprising the policy wording, read with the Schedule of Insurance and Benefits.
- 1.25 **“Period of Insurance”** means the period of cover that commences on the Start Date and terminates when the cancellation of this Policy becomes effective.
- 1.26 **“Policyholder”** means the individual legally responsible for the Pet’s care and the individual stated on the Schedule of Insurance and Benefits.
- 1.27 **“Pre-existing condition”** means a condition or a complication of a condition, illness or injury that first occurred or showed Clinical Signs before your Policy started or within the applicable waiting period.
- 1.28 **“Schedule of Insurance and Benefits”** means the most recent schedule issued by us containing your details, your Pet’s details, the level of cover selected and payable under your Policy, benefit limits, excesses and other information.
- 1.29 **“Script Levy Excess”** is an excess charged by us on claims for reimbursement of dispensed medicines as set out in the Schedule of Insurance and Benefits.
- 1.30 **“Standard Rate”** means the rate calculated by the actuaries and is the average amount charged by all Vets across the country, based on claims data. If we do not have sufficient claims data ourselves, we are entitled to rely on generally accepted market standard rates including but not limited to those from other Pet insurers. These rates may change from time to time at our discretion without notice and are available on request or from our website.
- 1.31 **“Start Date”** means the date when the Policy commences as stated in the Schedule of Insurance and Benefits.
- 1.32 **“Third Party”** means a person claiming compensation from you as a result of your Pet causing damage to their person and/or property.
- 1.33 **“Treatments Annual Maximum”** means the maximum payout we will make in a Policy Year for all treatments listed on the Schedule of Insurance and Benefits paid at the Standard Rates subject to the Overall Annual Maximum. There may be an annual limit or per claim limit in any one Policy Year. Please see Schedule of Insurance and Benefits for details. Excesses apply to all Claims.
- 1.34 **“Treatment”** means any examination, consultation, hospitalisation, surgery, X-rays, medication, approved alternative therapies, nursing and other care provided by a Vet, or Vet Practice.
- 1.35 **“Us”, “our”, “we”** means Yapper, a product of Mutual and Federal Risk Financing Limited (Reg. No.1966/10741/06), a licensed Non-Life Insurer.
- 1.36 **“VAT”** means Value Added Tax at the ruling officially published tax rate.
- 1.37 **“Vet”** means a person who is suitably qualified, licensed and registered legally veterinary specialist with the South African Veterinary Council and practicing in accordance with the applicable laws in the Republic of South Africa.
- 1.38 **“Vet Expenses”** or **“Vet Fees”** means the reasonable, normal and customary expenses incurred and paid by you in respect of treatment or services provided by a Vet or Vet Practice. Where the treatment or service is medically justifiable necessary as a result of unforeseen accident, illness or injury. If fees charged are considered by us to be excessive or unreasonable, then these fees will be based on the reasonable, normal and customary fees typically charged for the treatment of that condition.
- 1.39 **“Vet History”** means your Pet’s full veterinary medical history covering all clinical examinations and treatments that your Pet has ever received from a Vet Practice and/or Vet Practice. Upon request, this information can be obtained from the Vet(s) Practice. A vaccination certificate is not sufficient as a Vet History.
- 1.40 **“Vet Practice”** means a legally registered and licensed South African Veterinary centre, clinic, facility, hospital or surgical practice.
- 1.41 **“Waiting Period”** means the period of time stated in your Policy that must pass before your cover will begin.
- 1.42 **“War Activities”** means terrorist activities, bombardment, war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, terrorism, mutiny, insurrection, rebellion, revolution, military or usurped power.
- 1.43 **“Wellness Benefits”** means expenses related to the specific preventative and/ or precautionary procedures you choose to have the Vet perform, as listed in the Schedule of Insurance and Benefits subject always to the specific limits stated in the Schedule of Insurance and Benefits for such expenses.
- 1.44 **“You”, “your”, “yours”** means the Insured or Policyholder shown on your Schedule of Insurance and Benefits.



## 2. The Insurance Contract with You

Your insurance Policy comprises of the following documents:

- 2.1 This Policy Document (setting out the conditions of cover).
- 2.2 The most current Schedule of Insurance and Benefits.
- 2.3 Important Information Letter.

**Important:** This Policy Document, together with your Schedule of Insurance and Benefits and Important Information Letter must be read together as one agreement.

## 3. What this Policy Covers

This Policy provides you with financial protection against claims in connection with your Pet whether that be Vet Expenses incurred for the treatment of your Pet as a result of any Accident, Illness or Injury or as a result of compensation being claimed by a Third Party (which Vet Expenses and compensation is always subject to the limits stated in the Schedule of Insurance and Benefits).

The extent to which you are covered will be reflected in the Schedule of Insurance and Benefits. Standard Rates will apply to claims under the Personal Section of the Policy.

# Personal Section

POLICY COVER		
Treatment / Benefit List	Cover Amounts / Benefit Limit*	Waiting Periods
Accident cover (Automatic Inclusion)	The amount shown on your Schedule of Insurance and Benefits*	No waiting period
Illness Cover (Automatic Inclusion)	The amount shown on your Schedule of Insurance and Benefits*	1 Month waiting period
Complimentary Treatment (Automatic Inclusion)	The amount shown on your Schedule of Insurance and Benefits*	1 Month
Emergency Boarding Kennel or Cattery Fees (Automatic Inclusion)	The amount shown on your Schedule of Insurance and Benefits*	1 Month
Pet Wellness Benefit (Optional)	R575.00*	6 (six) Months
Dental Benefit (Optional)	R850.00*	12 (twelve) Months
Hereditary Treatment Benefit (Optional)	R1 500.00*	24 (twelve) Months
Search and Rescue Benefit (Optional)	R2 500.00*	1 (one) Month

\*These amounts are subject to the Overall Annual Maximum (in other words the benefit limit is payable from the maximum annual limit and if the maximum annual limit is exhausted then the benefit limit will not be payable).



## 4. Accident Cover

Your Pet is covered for Injury as a result of an Accident that occurred after the Start Date of your Pet's cover (subject to any applicable Waiting Periods). To qualify for cover under this section, the Injury to your Pet must be a direct consequence of at least one of the following:

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| <ul style="list-style-type: none"> <li>4.1 Accidental poisoning (by someone other than the Policyholder)</li> <li>4.2 Allergic reaction to an insect bite (other than tick or flea bites)</li> <li>4.3 Burn or electrocution</li> <li>4.4 Motor vehicle accident</li> <li>4.5 Near-drowning</li> <li>4.6 Swallowed or embedded foreign object requiring surgical or endoscopic removal, bone fracture</li> </ul> | <p>or result in:</p> <ul style="list-style-type: none"> <li>4.7 Bite wounds or fight wound abscess</li> <li>4.8 Lacerations, abrasions or wounds</li> <li>4.9 Snake bite toxicity</li> <li>4.10 Tooth fracture (excludes the scale and polish)</li> <li>4.11 Traumatic ligament or tendon injury</li> </ul> |
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**Note:** This Policy covers one of each of the below per Policy year:

- Cruciate ligament surgery (excluding implants) and this cover is subject to a 6 (six) month Waiting Period.
- Back surgery (provided the underlying condition is not excluded under this Policy).

## 5. Complementary Treatment

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| <ul style="list-style-type: none"> <li>5.1 This benefit can be used for treatments not forming part of the normal conventional veterinary treatment including but not limited to homeopathic remedies, acupuncture, chiropractic treatments and physiotherapy.</li> <li>5.2 Complementary treatments are only covered by this Policy if rendered by a Vet or practitioner (e.g. physiotherapist) registered with the South African Veterinary Council.</li> </ul> | <ul style="list-style-type: none"> <li>5.3 Cover for Complementary Treatment is limited to the amount set out in the Schedule of Insurance and Benefits per annum for each Pet's Policy and is subject to the Overall Annual Maximum (in other words the benefit limit is payable from the maximum annual limit and if the maximum annual limit is exhausted then the benefit limit will not be payable).<br/>An Excess is deducted on each and every claim.</li> </ul> |
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**Note:** This benefit does not include claims relating to pregnancy and cosmetic surgery of the Policyholder.

## 6. Emergency Boarding Kennel or Cattery Fees

We will pay for essential boarding kennel or cattery fees for each insured Pet, incurred as a result of the Policyholder (owner of the insured Pet/s) being hospitalised for a period of not less than 4 (four) days, resulting from an accident or illness occurring during the Period of Insurance, provided that any such accident or illness is not known or foreseeable prior to the Start Date.

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| <ul style="list-style-type: none"> <li>6.1 This benefit is payable on submission of the following documentation detailing dates and expenses incurred: <ul style="list-style-type: none"> <li>• The Policyholder's hospital account confirming the stay in hospital.</li> <li>• Receipted accounts from the registered kennel or cattery. (i.e. proof of fees incurred)</li> </ul> </li> <li>6.2 This benefit is limited to the amount set out in the Schedule of Insurance and Benefits for each Pet's Policy and is</li> </ul> | <ul style="list-style-type: none"> <li>subject to the Overall Annual Maximum (in other words the benefit limit is payable from the maximum annual limit and if the maximum annual limit is exhausted then the benefit limit will not be payable).</li> <li>6.3 An Excess is deducted on each and every claim.</li> </ul> |
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# Optional Pet Benefits

## Pet Wellness Benefit

This benefit is an optional extension and will only be included in your Schedule of Insurance and Benefits if you have specifically chosen this benefit.

This benefit, subject to the Overall Annual Maximum and the applicable sub-limits as set out in your Schedule of Insurance and Benefits, includes the following:

- Titer testing
- Vaccinations/ Injection fees
- Consultation fee
- Heartworm prevention
- Faecal test
- Deworming
- Microchip
- Flea/ Tick prevention
- Nail trim
- Elective sterilisation/ neutering
- Dental check-up

**Note:** There is a 6 (six) month Waiting Period, from the Start Date of your Policy, which applies to the above benefits.

## Dental Benefit

This benefit is an optional extension and will only be included in your Schedule of Insurance and Benefits if you have specifically chosen this benefit.

This benefit includes dentistry not as a direct result of an Accident or Illness.

The cover amount applicable to this benefit will be stated in your Schedule of Insurance and Benefits (and will be subject to the Overall Annual Maximum).

This benefit **EXCLUDES** dental check-ups, consultation fees, orthodontic treatments and dentures.

**Note:** There is a 12 (twelve) month Waiting Period, from the Start Date of your Policy, which applies to this benefit.

## Hereditary Treatment Benefit

This benefit is an optional extension and will only be included in your Schedule of Insurance and Benefits if you have specifically chosen this benefit.

You have limited cover for Vet Fees resulting from a Hereditary Defect, which cover amount will be stated in your Schedule of Insurance and Benefits (and will be subject to the Overall Annual Maximum).

**Note:** There is a 24 (twenty-four) month Waiting Period, from the Start Date of your Policy, which applies to this benefit.

## Search and Rescue Benefit (lost and found cover)

This benefit is an optional extension and will only be included in your Schedule of Insurance and Benefits if you have specifically chosen this benefit.

We will pay for the reasonable cost of advertising locally and for the recovery of your Pet if it is lost or stolen, provided that all reasonable measures and safeguards were taken by the Policyholder to mitigate against the Pet being lost or stolen.

The maximum amount that you are covered for in respect of this benefit is stated in your Schedule of Insurance and Benefits, which cover amount will be subject to the Overall Annual Maximum.

**Note:** There is a 6 (six) month Waiting Period, from the Start Date of your Policy, which applies to the above benefit.





## 7. EXCLUSIONS: What is NOT covered by this Policy

We will not be liable for expenses, hospitalisation, injury, sickness or disease directly or indirectly caused by or related to the below:

- 7.1** The cost of treatment for:
  - Pre-existing condition;
  - Excluded conditions; or
  - Pandemic Diseases.
- 7.2** Claims arising from, or as a result of, any excluded condition or Pre-existing condition or Pandemic Disease.
- 7.3** Claims arising from, or treatment rendered, outside the borders of the Republic of South Africa.
- 7.4** Diagnostic tests or treatments for:
  - Conditions excluded from this Policy.
  - Conditions where a diagnosis of a condition is inconclusive and where the treatment protocol is similar to the treatment protocol typically applied to an excluded condition (e.g. treatment for hip arthritis where hip dysplasia is suspected but not diagnosed or excluded as a diagnosis).
  - Complications arising from conditions excluded from this Policy.
  - Claims which do not result in a diagnosis of an Illness or a Condition.
- 7.5** The following Elective Treatments and Procedures:
  - Any treatments you choose to have carried out that are not directly related to a covered illness or injury.
  - Cost of voluntary euthanasia, autopsy, disposal, cremation or burial of the Pet.
  - Voluntary cosmetic procedures and surgeries such as tail docking, dewclaw removal, and skin fold resection.
- 7.6** Claims not received within 60 (sixty) days of treatment.
- 7.7** Treatment of conditions or diseases relating to congenital or Hereditary Defects, or Conditions directly caused by such defects, however, should these conditions or diseases relating to congenital or hereditary defects not manifest themselves within the first 18 (eighteen) months of the Policy Start Date, they will be considered for payment at our discretion.
- 7.8** Treatment relating to breeding or obstetrics, or treatment of conditions arising as a result of breeding or obstetrics.
- 7.9** The following Specific conditions excluded:
  - Hip dysplasia and related conditions.
  - Elbow dysplasia and related conditions.
  - Entropion.
  - Ectropion.
  - Distichiasis.
- 7.10** Treatment of the following irrespective of whether your Pet was vaccinated or not.
  - For dogs: distemper, infectious canine hepatitis (canine adenovirus), parainfluenza and parvovirus and rabies.
  - For cats: feline leukaemia (FeLV) and Rabies.
- 7.11** Non-essential hospitalisation, boarding or transport expenses:
- 7.12** Prescription and special diets, Pet food, nail clipping, grooming and bathing.
- 7.13** Any extra charges for treating your Pet outside of normal weekday and Saturday morning consulting hours unless the treatment was for an emergency as confirmed by the Vet.
- 7.14** Treatment for any Pandemic Disease.
- 7.15** The cost of organ transplant surgery, artificial limbs, prosthetics, cruciate surgery implants, pacemakers and any associated costs.
- 7.16** Genetic/chromosome testing including procedures to determine the suitability or categorisation of your Pet for breeding or genealogical purposes.
- 7.17** Costs arising from cell-replacement therapies, including but not limited to stem cell therapy. This exclusion does not include blood transfusions, which are covered when medically necessary.
- 7.18** Costs for treatments which are new to the market over the last 24 (twenty-four) months and have not yet become mainstream medicine.
- 7.19** Claims arising during or falling into any Waiting Period.
- 7.20** Costs related to the treatment of any Illness that arise due to your Pet not being vaccinated as would have been normally recommended by a Vet.
- 7.21** For any one Condition, costs of medicines and injectable drugs will only be reimbursed for a maximum of 12 (twelve) consecutive months.
- 7.22** Bilateral condition: Where a Pre-existing condition affects part of the anatomy or an organ of which the Pet has two, one either side of the body, the exclusion shall apply to both parts of the anatomy or organs regardless of whether the condition has previously occurred in only one and not the other anatomy or organ.
- 7.23** House visits (except for vaccination) unless moving your Pet would either endanger its life or significantly affect its wellbeing.
- 7.24** Any treatment or medication after your Policy end date, unless you have renewed your Pet's policy without any lapse in cover.





- 7.25 Medication, vitamins, supplements or pheromone products sold over the counter without requiring a prescription from a vet.
- 7.26 The cost to hire or purchase medical equipment, including but not limited to Elizabethan collars, cages, crates or housing, and prosthetics or orthotics.
- 7.27 The cost of dental treatment unless your Pet suffered from a serious or traumatic accident and the dental treatment that is carried out is directly related to repair such serious injuries to your Pet's face and/or teeth.
- 7.28 The cost of any additional veterinary attention required because you are unable to administer medication due to your Pet's behavior or your personal circumstances.
- 7.29 Any condition for which you have declined a course of reasonable and customary treatment that was recommended by your Vet or where you have chosen to pursue another course of treatment instead, without our prior authorisation. In such cases, we may agree to pay you the amount we would have paid had you pursued the course of treatment your Vet recommended in the first instance, but in all circumstances, we will not pay for any additional costs you incur.
- 7.30 The cost of any treatment if a claim has not been submitted within 3 (three) months of your Pet receiving treatment.
- 7.31 Any alternative therapies.
- 7.32 Dogs for hunting and racing.
- 7.33 Birth.
- 7.34 This Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss

directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, any of the following:

- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, civil commotion, terrorism, mutiny, insurrection, rebellion, revolution, military or usurped power; labour disturbances or public disorder; acts of terrorism by any person or group, whether acting alone or under instruction.
- Pollution, including but not limited to: contamination or seepage; radio-active or nuclear material; or any other pollution.
- Nuclear-related instances, or any consequential loss, including but not limited to anything arising from ionising irradiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or any chemical, biological, biochemical, or electromagnetic weapon.
- Anything asbestos related.
- Arising during, after or as a result of illegal activities.

**Note:** Exclusions applied to your Policy may be lifelong or temporary and underwriting is done on an individual case basis.

## 8. Review of exclusions.

You may apply to us to review a Pre-existing condition exclusion provided that your Vet certifies and provides (at your expense) Veterinary History verifying that your Pet has been free of Clinical Signs, symptoms or recurrence of the Pre-existing condition (or any condition(s) arising directly therefrom).

The request may only be made in writing after the completion of 18 (eighteen) calendar months from the Policy Start Date, using our standard request forms and any other information we may require at the time. Pre-existing condition exclusion reviews are not binding unless and until agreed to by us in writing. Agreement to remove all or part of the exclusions is at our sole discretion and we are not obliged to provide reasons for declining a request.



## 9. Your Duty of Disclosure

- 9.1** We rely upon the information you and your Vet provide to us in order to decide whether to insure your Pet and under what terms. You are legally required to tell us about certain matters that enable us to make that decision. This is referred to as your Duty of Disclosure.
- 9.2** To comply with your Duty of Disclosure, when first entering into an insurance contract with us (and also whenever you renew, extend, reinstate or change your Policy), you must tell us everything that a reasonable person under the circumstances could be expected to tell us regarding your Pet and relevant to our decision whether to insure (or continue to insure your Pet) and, if so, on what terms.
- 9.3** If we become aware of any relevant information which was not disclosed (intentionally or unintentionally), we reserve the right to apply underwriting restrictions or changes to your Policy retrospectively. These restrictions may include, but are not limited, to temporary exclusions, total exclusions or even cancellation of your Policy.

## 10. Understanding the limits of this Policy

This Policy does not cover every scenario and this Policy has some general exclusions and limitations that help keep the cover affordable and achievable. There may also be parts of the veterinary bill that you need to pay yourself (referred to as the Excess) in addition to the portion that is covered.

Please make sure that you read the relevant sections and limits (including the exclusions) to know what level of cover you hold and what is covered and not covered.

## 11. General Conditions of Cover

- 11.1** The successful payment of your premiums constitutes your acceptance of all terms and conditions contained in this Policy Document (and Schedule of Insurance and Benefits).
- 11.2** This policy is not transferable to other Pets.
- 11.3** Unless otherwise disclosed, at the Start Date of this Policy, your Pet must be in good health and free from any Injury, physical disability and/or congenital or Hereditary Defect whatsoever. If your Pet has a Pre-existing condition, then you must disclose same to us prior to the start of the Policy.
- 11.4** and depending the size of the dog must be under the following age limits at the start date of the policy. Small dogs under the age of 11 years, Medium dog under the age of 10 years, large dogs under the age of 9 years. All Cats must be under the age of 11 years. once this policy commences, cover may be kept for the lifespan of your pet, provided your premiums are up to date.
- 11.5** You must be the sole owner of your Pet.
- 11.6** Your Pet must reside with you and be under your care at the physical address you have provided us.
- 11.7** You must act prudently and provide reasonable care of your Pet at all times and ensure that it is kept in good health, it is fully vaccinated as per your Vet's recommendation and is not knowingly exposed to situations that may result in Injury or Illness. If an Injury or Illness does occur, then you must take all reasonable steps to facilitate prompt treatment and recovery to minimise complications, and to prevent recurrence of that condition. You must abide by the laws or by-laws pertaining to the well-being and safeguarding of animals. If you fail in your duty of care, then a claim under this Policy may be rejected.
- 11.8** Your Pet must be kept for domestic purposes and not used for commercial purposes unless specifically agreed to by us in writing. This includes, but is not limited to, using your Pet as police or guard dogs, search/rescue or customs/quarantine dogs or Pets used for racing, laboratory testing or experimentation.
- 11.9** You agree that your Vet (either current or previous) is authorised to release information and/or records to us regarding any Pet covered by this Policy. We will not pay for any fee charged by your Vet for the provision of this information.
- 11.10** We will not guarantee verbally on the phone whether a claim is reimbursable. We will let you have our quotation in writing once we have received a detailed Vet estimate for the proposed treatment.
- 11.11** Should you elect to change the level of cover for your insured Pet, please communicate your request to us in



**11.12** writing. We reserve the right to apply new underwriting rules to this application.

Changing the level of cover can be undertaken by you any time during the Policy Year. The change in your cover and premium will be effective immediately.

Note: When any endorsement is done to your existing policy or your coverage is amended, all Waiting Periods will start again (including those Waiting Periods related to Pet Wellness Benefit, Dental Benefit, Search and Rescue Benefits and Hereditary Benefit).

**11.13**

**11.14** Your Pet must be under 8 (eight) years of age at the time the requested change would be effective.

If requested, you agree to submit your Pet for an examination by a Vet selected by us for a second or independent assessment of a condition that is the subject of a claim. Where the diagnosis provided by this independent Vet confirms a condition that is excluded under this Policy, then all costs incurred will be for your account and any pending claims for treatment of this condition will be denied.

**11.15**

If we revise any of the terms and/or conditions of our Policy and those revisions result in extended or broadened cover without any additional premium, then we will apply that extended or broadened cover to your Policy from the date that these are introduced.

## 12. Paying your Premiums

### 12.1 Premium payment.

- The premium is payable in advance and must be paid on the selected due date. Which date will be stated in the Schedule of Insurance and Benefits.
- If we do not receive your premium by the due date, there is a fifteen (15) day grace period (extra time) following the due date.
- After the 15 (fifteen) day grace period, if no payment has been received, we will automatically deduct from the same account to ensure continuous cover.
  - If this premium is also not paid you will have no cover for the period for which you did not pay and any claim made after the grace period will not be valid. We will cancel your Policy and the End Date will be the end of month for which we last received premiums.
  - If we are successful in collecting the missed premium, the policy will continue.
- Claims will not be paid for any period which we have not received premiums.
- Your Policy will be automatically cancelled should your monthly premium via debit order be rejected for the following reasons:
  - After the 15 (fifteen) grace period, if no payment has been received and we have been unsuccessful when automatically trying to deduct the missed premium, your Policy will automatically be cancelled.
  - If the rejection reason is of such a nature that we cannot debit your account next month, (irrespective of whether it is your first or consecutive unpaid debit order), your Policy will be cancelled, backdated to

the last successful collection and you will not enjoy the 15 (fifteen) day grace period. Should you cancel or stop your debit order, it will be deemed that you have cancelled your cover and you will not enjoy the 15 (fifteen) day grace period.

- If this is a new policy and we fail to collect the first premium, your Policy will automatically lapse.
- In the event that you decide to reinstate your policy thereafter, your policy will be treated as a new policy and the grace period will only apply from the second month of cover thereafter. All Waiting Periods will start again from the new policy Start Date.
- Claims will not be paid for any period which we have not received premiums.
- Your Policy will be automatically cancelled should your monthly premium via debit order be rejected for the following reasons:
  - If this is your second unpaid debit order within the last two months, your Policy will automatically be cancelled.
  - If the rejection reason is of such a nature that we cannot debit your account next month, (irrespective of whether it is your first or consecutive unpaid debit order), your Policy will be cancelled, backdated to the last successful collection.
- If this is a new Policy and we fail to collect the first premium, your Policy will automatically lapse.

**12.2** You may choose to pay the premium on a monthly or annual basis:

- Monthly premiums are strictly payable via monthly direct debit order.
- Annual payments are paid by a once off EFT payment.

**Note:** If any premium falls due on a public holiday or a non business day, then we may collect the premium from you on the business day prior to the due date of that premium.



## 13. Claims Procedure

### 13.1 What you need to do:

- The following documents are required when submitting a claim :
  - A completed claim form.
  - A detailed invoice.
  - Proof of payment (e.g. credit card slip, bank statement, receipt from Vet).
  - A copy of your Pet's Vet History is required at the time of joining. If it is not received, it will be requested when you submit your first claim for each Pet. This will result in a delay of your claim. A vaccination card is not sufficient.
- All claims must be submitted and received by us within **60 (sixty) days** of the treatment being provided.
- You must sign the claim form.
- The attending Vet must complete the section on the claim form where designated. We will not pay for any fee charged by your Vet for assistance provided to you in the completion of a claim form.

- Please ensure that the full diagnosis is included on the claim form and/or on the Vet invoice.
- You must take all reasonable precautions to protect your Pet from aggravating the Illness or Injury during the post-operative or recuperation period. You must allow us access to all Vet medical records to support the claim. You may be asked to provide this information in support of a claim.
- You agree that we have the right to decline a claim where you or your Vet refuse or are unable to provide information reasonably requested by us to process your claim.



**Note:** Incomplete claim submissions will be returned to you and this will result in delays in processing your claim.

### 13.2 What we will do

- We will deal directly with you regarding settlement of the claim.
- In the event of a valid claim, we will reimburse you, NOT the Vet.
- In the event of a valid claim, we will reimburse you within 14 (fourteen) working days upon receipt of a claim, provided all the required documentation is received.
- We will send you a letter, email or claim advice regarding the settlement of your claim that will provide details of how your claim has been dealt with.

### 13.3 Prescription (expiry of claims against us)

When a claim prescribes, it means that you have lost your right to claim and we will no longer be legally responsible to pay that claim.

A claim will prescribe after 12 (twelve) months from the date of the veterinary treatment, unless any of the following applies:

- You have referred the claim to the Ombudsman for Short-term Insurance.
- You have started legal action against us.

### 13.4 What happens if you have multiple insurance policies?

If you have more than one policy in place that covers the same insured event, the full amount of the claim will be split between the different policies and insurers.

The cover you have under each policy will determine how we split the claim.

### 13.5 Our responsibility ends after payment of a claim

Once we have paid a claim, we will have met our liability to you in terms of this Policy and will not be liable for any other amounts relating to that claim.

If you do not agree with our claims decision then the following options are available to you:

#### • Take legal action

*You may take legal action against us within 270 (two hundred and seventy) days of the date that you received our notice. To take legal action, summons must be served on us. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim.*

*You may also choose to take legal action against us without first asking us to review our claim decision or contacting the Ombudsman for Short-term Insurance.*

*If you take legal action against us before contacting the Ombudsman, you can only approach the Ombudsman for assistance after you have withdrawn the summons against us.*



## 14. Excess

- 14.1 This is the amount that you are responsible to pay on each and every claim.
- 14.2 The Excess is set out in your Schedule of Insurance and Benefits.
- 14.3 All claims received after 31 (thirty-one) days, including claims for the same condition are treated as new claims.
- 14.4 The Excess is deducted after the pay-out has been calculated.
- 14.5 In addition to the Excess, you will also be liable to pay the Script Levy.

## 15. Renewal

We will automatically renew your Policy on the terms shown in the updated Policy Document and Schedule of Insurance and Benefits, but we will always notify you at least 31 (thirty-one) days before the effective date.

## 16. Cancelling your Policy

Your policy will continue on a monthly basis unless cancelled, in writing, by either party under the cancellation provisions of the Policy.

16.1 You may cancel your Policy with us within 14 (fourteen) days of the Start Date of your cover and we will refund you all monies paid to us, however, we will not pay any claim which would have otherwise been payable if you did not cancel. The Start Date is shown on your Schedule of Insurance and Benefits.

16.2 After the 14 (fourteen) day money back guarantee period ends, you still have cancellation rights under the Policy.

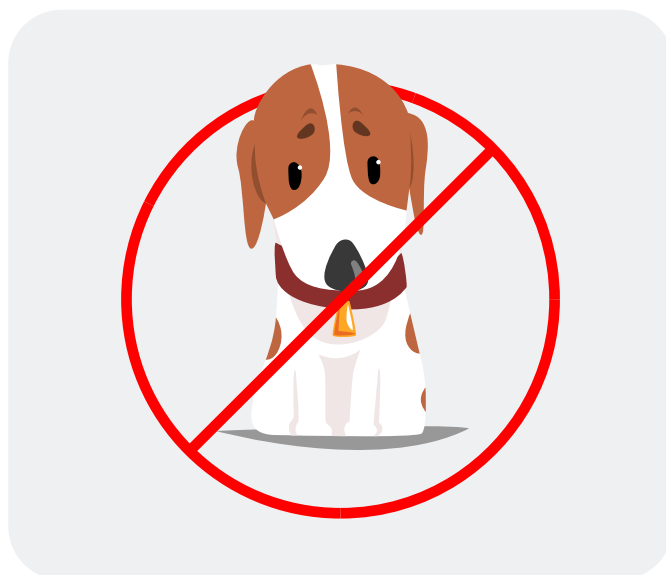
### 16.3 How you may cancel

- You may cancel your Policy at any time by writing to us or calling us. We will cancel your Policy with effect from the end of the month in which we receive your cancellation request.
- We will only accept a notice of cancellation directly from you or your executor and not from any other person;
- If you have paid your annual premium in full, we will pay back the balance of the premium that covers the period after the date of cancellation.

#### • We may cancel your Policy if you:

- fail to pay your premium by the due date;
- failed to comply with your Duty of Disclosure or misrepresented information when you entered into this insurance contract;
- fail in your Duty of Disclosure when making a claim under this Policy; or
- solicit your Vet to behave in a dishonest or fraudulent manner in respect of a claim under this Policy.

- In addition to the foregoing, if you fraudulently keep information from us or deliberately make false statements we may cancel your contract and treat your Policy as if it never existed. We also may be entitled to reclaim any payments already made to you in respect of claims.
- If we cancel your Policy under this provision and you have paid the full annual premium, We will refund the unused portion of the premium you have, on condition that no claims have been made against the Policy. We will notify you of such cancellation in writing. We will always give you at least 31 (thirty-one) days' notice of our intention to cancel your Policy unless we cancel for reasons of misrepresentation, fraud or if you fail to pay your premium by the due date after a double debit as explained above.





## 17. When Policy conditions change

We will send you an updated Schedule of Insurance and Benefits and Policy Document at least 31 (thirty-one) days before the effective date of any changes we make.

### 17.1 We will review your Policy once a year

When we review your premium, we consider a number of different factors, like your Pet's health and medical history, inflation and your claims history. Unless you tell us that you do not want to continue with this Policy, we will automatically renew your Policy on the terms shown in the updated Policy Document and Schedule of Insurance and Benefits, but we will always notify you at least 31 (thirty-one) days before the effective date.

### 17.2 We may also change the Policy at any time

We may change the terms and conditions of this Policy at any time, and not just once a year. A change might affect the limits, sub-limits, your premium and Excess. If legislation changes, this Policy will be deemed to be aligned with the change, until such time as the Policy Document is updated.

### 17.3 Changes by you to your Cover under the Policy

Any changes you ask us to make may affect your premium. Changes will only be in place once we have agreed to them and have sent you a new Schedule of Insurance and Benefits and Policy Document.

### 17.4 Alterations to your records

Please notify us in writing, at your earliest convenience, of any change/s to the following:

- If any of your banking or other personal details change, please ensure we are advised in writing by the 15th of the month of any changes to your billing/banking details prior to the due date of the next premium.
- All communications will be emailed to the email address you supplied; therefore it is essential for you to ensure that we have the correct email address for you at all times.

## Public Liability Section

Note: The following clauses of the General Section also apply to this Public Liability Section:  
9, 10, 11, 12, 13.4, 13.5, 14, 15, 16 and 17.

## 18. The following words and definitions apply to the Public Liability section of this Policy only:

**18.1 "Accident", "accidental" or "accidentally"** means a sudden, unforeseen, and unintended event involving your Dog which happens at a specific identifiable time and place.

**18.2 "Bodily Injury"** means accidental physical injury to a person's body caused by your Dog.

**18.3 "Child"** means a financially dependent biological child of the Policyholder (or their Partner), and includes a stepchild, a grandchild, a legally fostered child and an adopted child.

**18.4 "Dog"** means the dog as stated in your Schedule of Insurance and Benefits.

**18.5 "Domestic Employee"** means your permanent domestic employee at your Home.

**18.6 "Home"** means the private residential building and outbuildings at the address as set out in your Schedule

of Insurance and Benefits used for domestic purposes (for example, a house, townhouse or flat). Outbuildings include but are not limited to garages, domestic employee quarters and storerooms.

**18.7 "Immediate Family"** means the following members of your immediate family: Partner, parents, parents-in-law, children, biological brothers and sisters.

**18.8 "Limit of Indemnity"** means the maximum amount, as set out in the Schedule of Insurance and Benefits, that we will be liable for in respect of Third Party claims.

**18.9 "Partner"** means a person who is the permanent life partner (whether in a heterosexual or homosexual partnership) or spouse or civil union partner of a Policyholder in accordance with the Marriage Act 1961 or the Recognition of Customary Marriages Act 1997 or the Civil Union Act 2006 or the tenets of any Asiatic religion.





## 19. Public Liability Cover

This cover is for public liability as a result of loss or damage caused by your Dog only.

You must read this section together with your Schedule of Insurance and Benefits. This cover is automatically included under this Policy.

## 20. What we cover

- 20.1** We will cover you if you are held legally responsible by another person because your Dog caused loss or damage to a Third Party's person or property.
- 20.2** The following are all possible causes which could lead to a legal liability claim being made against you because of your Dog:
- Accidental death or bodily injury to a person.
  - Accidental loss of, or damage to property belonging to another person.
  - Legal costs and expenses than can be claimed from you by another person and that we agreed to in writing.
  - Emergency medical expenses that you are required to pay after accidental bodily injury to another person, but only if you are legally liable to pay the expenses.
- 20.3** We will cover you up to the Limit of Indemnity, for any one incident or series of incidents due to the same originating cause.

**Note:** We will only cover you if the event resulting in the legal liability occurred and was reported to us during the Period of Insurance.

## 21. What we DO NOT cover

We will not pay a claim that was caused by, or related to any of the following specific exclusions:

- 21.1** Death of or bodily injury to:
- you or any member of your Immediate family living with you;
  - any person looking after your Dog with your permission, whether they are being paid to or not (e.g. a Vet, someone employed in a Vet Practice, a dog walker, a dog sitter, a dog trainer, or person employed by or working in a grooming parlour or kennel);
  - any employee, other than your Domestic Employee, because of their employment duties; or
  - someone else's animal or pet.
- 21.2** Loss or damage to property:
- belonging to you, or a member of your household or any person in your employ;
  - belonging to any person looking after your Dog with your permission, whether they are being paid to or not; or
  - in the care, custody or control of you or any other person covered by this Policy.
- 21.3** Your employment, business or profession.
- 21.4** Your liability if you agreed to accept, or already accepted legal liability without first getting our permission.
- 21.5** Any judgment, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada or a court order anywhere else in the world designed to enforce the above, unless the court order is enforceable in a South African court of law.
- 21.6** Any fines, penalties or awards imposed by law, or any additional damages whatsoever.
- 21.7** Pure financial loss to another person, unless it is a direct result of damage to property, loss of property, bodily injury, illness or death which you are covered for under this section.
- 21.8** We do not cover any liability claims against you solely because of a written or verbal agreement you entered into, unless you would have been liable even if the agreement did not exist.
- 21.9** Your Dog competing in any kind of competition including but not limited to field trials or dog shows.
- 21.10** If your Dog had rabies at the time of the incident.
- 21.11** Deliberate act, or failure to act by you, your Immediate family, anyone employed by you or anyone you ask to look after your Dog.





**21.12** This Policy does not cover any claim, loss, damage, liability or injury directly or indirectly arising from any of the following:

- War activity, terrorism or public disorder, including but not limited to: any war or war-like acts; military uprisings; usurped power; rebellion or revolution; civil commotion; labour disturbances or public disorder; acts of terrorism by any person or group, whether acting alone or under instruction.
- Pollution, including but not limited to: contamination or seepage; radio-active or nuclear material; or any other pollution.

- Nuclear-related instances, or any consequential loss, including but not limited to anything: arising from ionising irradiations or contamination by radioactivity from any nuclear fuel; any nuclear waste or from the combustion of nuclear fuel; arising from nuclear weapons material; arising from nuclear explosions or accidents.
- Anything asbestos related.
- Arising during, after or as a result of illegal activities.

## 22. There is no public liability cover for loss, damage, bodily injury or death caused by any of the following dog breeds:

- Pit Bull
- American Staffordshire Terrier
- American Bully
- Boerboel
- Bull Terrier
- Chow Chow
- Doberman Pinscher
- German Shepherd / Alsatian
- Rottweiler
- Sharpei
- Any other Staffordshire Bull terrier

## 23. Public Liability Claims Procedure

### 23.1 How to claim

- Advise us of any incident which may potentially give rise to a claim against you.
- Tell us immediately after you receive a letter of demand, summons or if another legal process was issued by you or against you.
- Send any police reports, court documents, letters of demand or any settlement offers to us.
- Tell us immediately about any incident that caused Bodily Injury or death to others, or damage to another person's property.

**Note:** You must never admit guilt, incur legal costs, offer to pay someone else, or accept an offer from anyone else to pay for the damage, loss, bodily injury or death that you are legally responsible for. If you do, you may not have any cover under this Policy.

## 24. How we will deal with your liability claim

**24.1** We will consider whether you are responsible for causing the damage, loss, bodily injury or death.

**24.2** If we do not consider you responsible for causing the damage, loss, bodily injury or death; We will reject the other person's claim and send a rejection letter to you and the person claiming liability against you.

**24.3** If you are responsible, we will negotiate with the other person on your behalf. We will attempt to reach a settlement agreement for the amount of the loss, damage, injury or death.

**24.4** If we cannot reach a settlement, or if we receive a summons from the court, we will defend the matter in court on your behalf. This means that in terms of this Policy you assign to us that we take over your rights to defend yourself.

**24.5** The law allows 3 (three) years from the date of the event, for the other person to claim from you. After the expiry of the 3 (three) years, unless exceptional circumstances are proved by the person, the other person's right to claim from you also expires.



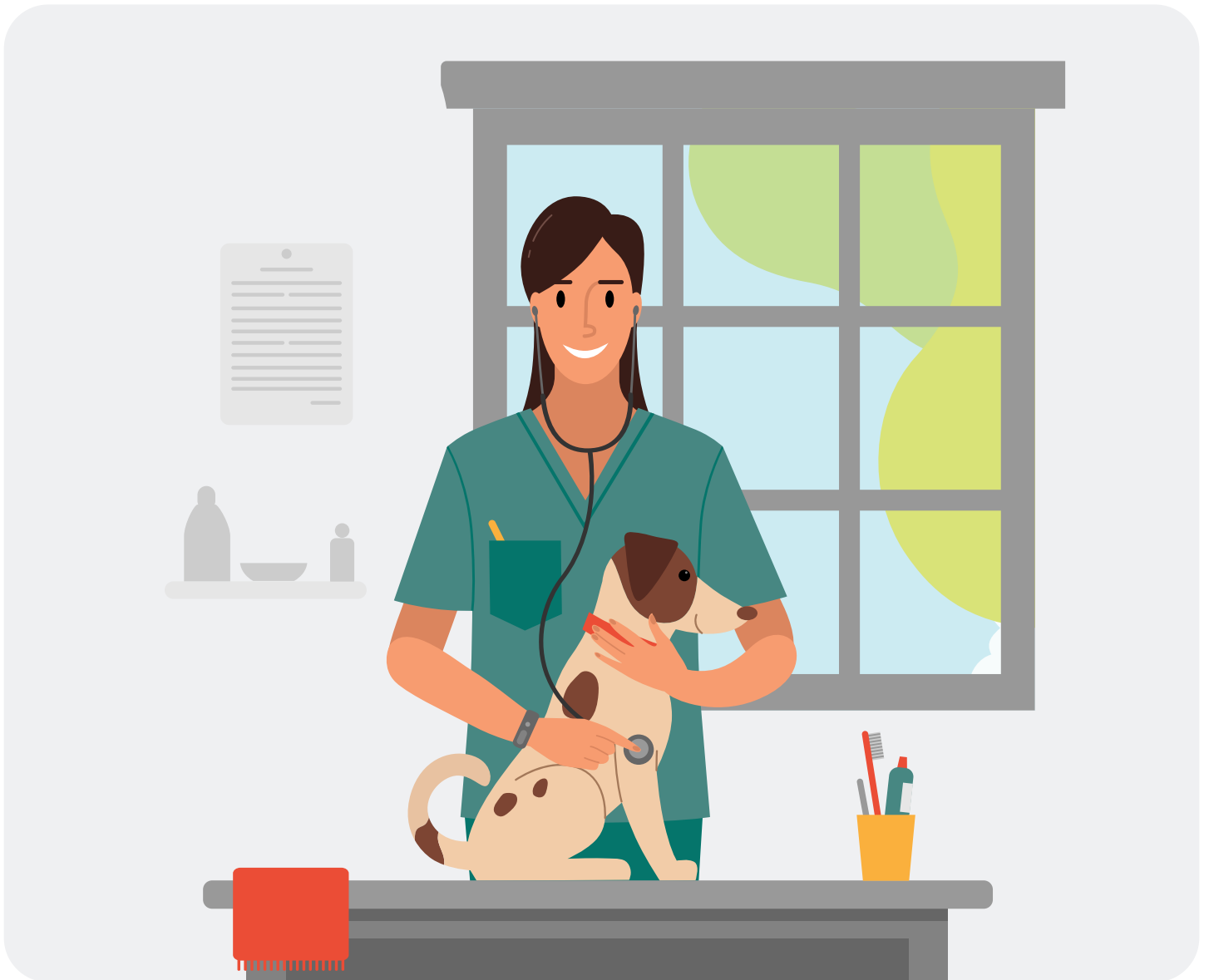
## 25. What, when and who we will pay

**25.1** We will pay the actual amount of liability, legal costs or medical expenses to a maximum of the Limit of Indemnity, which applies per insured event even if there is:

- more than one person claiming against you for the same insured event; or
- more than one of your Dogs are involved in the same insured event.

**25.2** We will pay once we have either negotiated or accepted legal liability on your behalf.

**25.3** We will pay the personal liability benefit to the person that is claiming liability against you, if that person's right to claim has been established and accepted by us.





# Statutory Disclosures

## IMPORTANT INFORMATION RELATING TO YOUR NON-LIFE POLICY

- Please do not sign blank or incomplete forms.
- If anyone completes or submits any transaction requirement on your behalf, you must satisfy yourself of the accuracy and completeness of the information provided.
- You have the right (on request) to a copy of any transaction requirement submitted.
- You have an obligation to disclose material information.
- Where applicable, you have the right to request for recordings of any telephonic disclosures.
- All material facts must be accurately and properly disclosed.
- Material information is all the necessary information you must give us so that we can accurately assess the risk, determine the premiums, terms & conditions that we apply to your policy.
- You remain responsible for the accuracy and completeness of all answers, statements or other information provided by or on your behalf.
- If you do not give us full and correct information and the correct information determines that we would not have accepted the risk had We known the true facts, We may treat this insurance as though it never existed and decline all claims. We will return your premiums to you, less any amounts you owe us.
- You have an obligation to monitor cover and you must review and update the cover periodically to ensure it remains adequate.
- You have the right to request recordings of any telephonic disclosures (if they are available)
- You have a 14 (fourteen) day cooling off period (for policies with a term of longer than 31 (thirty-one) days). You need to email us if you want to exercise this cooling of right.
- You are entitled to a 15 (fifteen) day grace period to pay your premium.

How to submit a claim

Email us on [claims@shackletonlife.co.za](mailto:claims@shackletonlife.co.za) or call us on: **087 232 7017**

How to contact us

Email us on [clientservices@shackletonlife.co.za](mailto:clientservices@shackletonlife.co.za) or call us on: **087 232 7014**

## YOU HAVE THE RIGHT TO COMPLAIN

How to submit a complaint

**1.** Email us on [complaints@shackletonlife.co.za](mailto:complaints@shackletonlife.co.za) or call us on: **087 232 7017**

**2.** If your matter is not resolved, please email the Insurer's **Complaints Department** on [complaints@ominsure.co.za](mailto:complaints@ominsure.co.za) or call us on **0860 634 357**

**3.** If you are still dissatisfied with the outcome you may put your complaint in writing to our **Internal Arbitrator** at [dispute@ominsure.co.za](mailto:dispute@ominsure.co.za) who will conduct a full & fair independent investigation.

The complaints policy which can be found on the website ([www.oldmutual.co.za/insure](http://www.oldmutual.co.za/insure)) explains what you need to know about submitting a complaint.

How to contact the Non-life Ombudsman

Email: [info@osti.co.za](mailto:info@osti.co.za)  
 Telephone: **011 726 8900 / 0860 726 890**  
 Fax: **011 726 5501**  
 Physical address: 110 Oxford Road, Rosebank, Johannesburg, 2196  
 Postal Address: PO Box: 32334 Braamfontein, 2017

How to contact the FAIS Ombudsman  
(particularly if your complaint relates to advice)

Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
 Telephone: **012 762 5000 / 012 470 9080**  
 Fax: **012 348 3447 / 012 470 9097 / 086 764 1422**  
 Physical Address: 125 Dallas Avenue, Menlyn Central, Waterkloof Glen, Pretoria, 0010  
 Postal Address: PO Box 41, Menlyn Park, 0063



YOU HAVE THE RIGHT TO COMPLAIN (Continued)	
You have a right to complain to the Information Regulator, whose contact details are:	<p><a href="http://www.justice.gov.za/inforeg/index.html">http://www.justice.gov.za/inforeg/index.html</a></p> <p>General enquiries: <b>inforeg@justice.gov.za</b> Complaints: <b>complaints.IR@justice.gov.za</b></p>
REGULATORY INFORMATION	
Our policies	You can access the Insurer's <b>Complaints, Conflict of Interest or Privacy Notice</b> on <a href="http://www.oldmutual.co.za/insure">www.oldmutual.co.za/insure</a> on the "Contact Us" page.
How to contact the Insurer's compliance department	Email us on <b>compliance@ominsure.co.za</b> or call us on <b>011 374 9111</b>
NATURE OF THE RELATIONSHIP BETWEEN THE PARTIES AND REMUNERATION ARRANGEMENTS	
The Insurer	<p>Mutual &amp; Federal Risk Financing Limited Registration Number: <b>1966/10741/06 VAT - 4530112483</b> FSP Number: <b>49551</b> Contact details: <b>011 374 9111</b> Physical Address: Old Mutual Insure, Wanooka Place, St Andrews Rd, Parktown, Johannesburg, 2193 Postal Address: PO Box 1120, Johannesburg, 2000 <a href="http://www.oldmutual.co.za/insure">www.oldmutual.co.za/insure</a></p> <p>Mutual &amp; Federal Risk Financing Limited is an authorised Financial Services Provider and licensed Non-Life Insurer.</p>
The Broker/ The Administrator	<p>Shackleton Life (PTY) LTD Shackleton Life 1998/022545/07 VAT 4530112483 Office 101, First Floor The Boulevard Umhlanga, 19 Park Lane, Parkside, Umhlanga Rocks, KZN, 4319 PO BOX 2507, Mount Edgecombe, 4301 Contact details: <b>087 232 7014,</b> <b>clientservices@shackletonlife.co.za, www.shackletonlife.co.za</b></p> <p>Shackleton Life's Compliance Department: Masthead Compliance Practice (PTY) LTD <b>031 267 5650, info@masthead.co.za</b></p> <p>Shackleton Life is governed by the Financial Advisory and Intermediary Services Act (FAIS Act) and is an authorized Financial Services Provider (FSP Licence No. 44723). We are authorized to sell Short Term Personal Lines insurance products and have no conditions or restrictions imposed on our FSP Licence.</p> <p>Shackleton Life holds Professional Indemnity and Fidelity Insurance. Shackleton Life has earned more than 30% in remuneration from the Product Supplier in the last 12 (twelve) months.</p> <p>Shackleton Life does not hold any shareholding in excess of 10% shares in the Product Supplier.</p> <p>Your broker intermediates insurance transactions on behalf of Mutual &amp; Federal Risk Financing Limited.</p>



<p>The Binder Holder</p>	<p>The binder holder, Shackleton Life, has been appointed by Mutual &amp; Federal Risk Financing Limited to perform certain Binder functions on its behalf in terms of a written Binder Agreement. These functions include the claims settlement and policy administration on your Policy.</p> <p>Shackleton Life (Pty) LTD 1998/022545/07 Office 104, First Floor The Boulevard Umhlanga, 19 Park Lane, Parkside, Umhlanga Rocks, KZN, 4319 PO BOX 2507, Mount Edgecombe, 4301</p> <p>Contact details: <b>087 232 7014</b> <b>clientservices@shackletonlife.co.za</b> <b>www.shackletonlife.co.za</b></p> <p>Shackleton Life may receive a fee up to a maximum of 7% of your premium for outsourced and binding services rendered on behalf of Mutual &amp; Federal Risk Financing Limited.</p> <p>The binder holder earns more than 30% of total remuneration from Mutual &amp; Federal Risk Financing Limited.</p> <p>Shackleton Life may receive financial benefit in the event that the policies are profitable to Mutual &amp; Federal as part of a cell captive arrangement.</p> <p>In order to mitigate such potential conflict of interest we continuously monitor our processes to ensure fair treatment of our policyholders.</p>
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**HOW WE USE THE INFORMATION WE COLLECT**

We collect and process your personal information mainly to provide you with access to our services and products, to help us improve our offerings to you and for certain other purposes explained below.

In order for us to do this, you must provide us with the information that we request, failing which we cannot enter into a relationship with you or assist you.

When you provide us with information about third parties (for example your spouse, directors, beneficiaries and/or dependents), we will process their personal information to issue a policy/benefit and to pursue their legitimate interest. We will furthermore process personal information for the purposes set out in this Notice. You warrant that when you give us personal information about third parties, this information is accurate and correct and you have received their permission to share their personal information with us for the purposes set out in this Privacy Notice or any other related purposes. If you are giving consent for a person under 18 (a minor) you confirm that you are a competent person and that you have authority to give their consent on their behalf.

The type of information we collect will depend on the purpose for which it is collected and used. We will only collect information that we need for that purpose.

We collect information directly from you where you provide us with your personal details, for example when you apply for a product or services from us or when you submit enquiries to us or contact us.



**We also collect information, including criminal and medical information, about you from other sources, such as:**

- Third parties for the purposes listed below, for example credit reference and fraud prevention and law enforcement agencies.
- Other insurers to prevent fraudulent claims.
- Other companies in the Old Mutual Insure Group for the purposes listed below, or when we believe it will enhance the services and products we can offer to you, but only where you have not objected to such sharing. This includes supplementing the information that you provide to us with information we receive from other companies in the Old Mutual Insure Group in order to offer you a more consistent and personalized experience in your interactions with Old Mutual Insure, and to ensure that we have updated information about you.

We have a duty to take all reasonably practicable steps to ensure your personal information is complete, accurate, not misleading and updated on a regular basis. To enable this, we will always try to obtain personal information from you directly, and we shall appreciate it if you would keep your personal information up to date and accurate. You can do so contacting us at **PIManagement@ominsure.co.za**. Where we are unable to do obtain personal information from you directly, we will make use of verifiable independent third-party data sources.

Website usage information is collected using "cookies" which allows us to collect standard internet visitor usage information. This includes information about how you logged on and from our website, including your IP address, information about your visit, your device information and how you use our website.

This will include the capture of your approximate location information - please see the Cookies Policy on our website for further information on this.

### Protection and Disclosure of Information

We may disclose your personal information to our service providers who are involved in the delivery of products or services to you. We have agreements in place to ensure that they comply with these privacy terms.

**We may share your personal information with:**

- Third parties for the purposes listed above, for example credit reference and fraud prevention agencies, law enforcement agencies.
- Other insurers to prevent fraudulent claims.
- Other companies / entities in the Old Mutual Insure Group and, where appropriate, Old Mutual Insure sponsored retirement funds, for the purposes listed above, or when we believe it will enhance the services and products we can offer to you, but only where you have not objected to such sharing.
- Other third parties from whom you have chosen to receive marketing information.

**We may also disclose your information:**

- Where we have a duty or a right to disclose in terms of law or industry codes; or
- Where we believe it is necessary to protect our rights.

### Purposes for which we use your information

**We will use your personal information only for the following purposes:**

- To provide our products or services to you, to carry out the transaction you requested and to maintain our relationship
- For underwriting purposes
- To assess and process claims
- To conduct credit reference searches or verification
- To confirm and verify your identity, address and banking details
- To verify that you are an authorised user for security purposes
- For maintaining the accuracy of your personal information
- For operational purposes, and where applicable, credit scoring and assessment and credit management
- For purposes of claim checks (e.g. industry Non-Life and Claims Registers)
- For the detection and prevention of fraud, crime, money laundering or other malpractice
- For debt tracing or debt recovery
- To trace you where you are uncontactable
- To conduct market or customer satisfaction research or for statistical analysis
- For audit and record keeping purposes
- Social responsibility
- In connection with legal proceedings.



We will also use your personal information to comply with legal and regulatory requirements or industry codes to which we subscribe or which apply to us, or when it is otherwise allowed by law (for example to protect Old Mutual Insure's interests).

We may also process your information, including personal and special personal information, to conduct sanction screening against all mandatory and non-mandatory sanctions lists, and we may communicate such personal information to local and international Regulatory Bodies as well as to other entities in

the Old Mutual Insure Group if you are matched to one of these sanctions lists.

You agree that we may obtain and share information about your creditworthiness or the creditworthiness of any payer on your policy with any credit bureau or credit provider's industry association or industry body. This includes information about credit history, financial history, judgments, default history and sharing of information for purposes of risk analysis, tracing and any related purposes.

### Information Security

We are legally obliged to provide adequate protection for the personal information we hold and to stop unauthorised access and use of personal information. We will, on an ongoing basis, continue to review our security controls and related processes to ensure that your personal information is secure. Our security policies and procedures cover:

- Physical security
- Computer and network security
- Access to personal information
- Secure communications
- Security in contracting out activities or functions
- Retention and disposal of information
- Acceptable usage of personal information
- Governance and regulatory issues
- Monitoring access and usage of personal information
- Investigating and reacting to security incidents

When we contract with third parties, we impose appropriate security, privacy, and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept secure.

We may wish to transfer your personal information to another country for processing or storage. We will ensure that anyone to whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to.

### YOUR RIGHT TO ACCESS AND CORRECT YOUR INFORMATION

We will take all reasonable steps to confirm your identity when you exercise your rights.

**Access to information** - You have the right to request a copy of the personal information we hold about you. To review your personal information or contact us at [PAIA@oldmutual.com](mailto:PAIA@oldmutual.com) and specify what information you would like.

Please note that any such access request may be subject to a payment of a legally allowable fee.

**Objection to processing** - In certain cases, you have the right to object to the processing of your personal information. If you want to object, please contact us at [PIManagement@ominsure.co.za](mailto:PIManagement@ominsure.co.za)

**Correction of your information** - You have the right to ask us to update or correct your personal information. You may do this contacting us at [PIManagement@ominsure.co.za](mailto:PIManagement@ominsure.co.za)

**Deletion of your information** - You agree that we may keep your personal information until we destroy your information based on Old Mutual's destruction standards.

You have the right to ask for deletion or destruction of your personal information - we will do that unless the law requires us to keep it or if we need it for legitimate business purposes. You may do this by contacting us at: [PIManagement@ominsure.co.za](mailto:PIManagement@ominsure.co.za)

**Automated decision making** - You agree that we may process your personal information by using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service you may query the decision made about you.

**CHANGES TO THIS NOTICE** - Please note that we may amend this Notice from time to time. Please check this website periodically to inform yourself of any changes.

**HOW TO CONTACT US** - If you have questions about this Notice or believe we have not adhered to it, or need further information about our privacy practices, please contact us at [PIManagement@ominsure.co.za](mailto:PIManagement@ominsure.co.za)





#### ONGOING FINANCIAL SERVICES TO POLICYHOLDERS

Given our aim to provide you with ongoing financial services, we would like to use your information to keep you informed about other financial products and services which may be of particular interest to you.

You may opt out at any time if you don't want to receive any further communications of this nature.

#### Opt-out

If you prefer to no longer receive such information and/or financial services from us, you may email your ID Number to [clientservices@shackletonlife.co.za](mailto:clientservices@shackletonlife.co.za) and we will ensure you are opted out of any future marketing by adding you to our Do Not Contact (DNC) List. Please ensure your subject line is "Opt OUT YAPPER PET - ID NUMBER"

Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.

To view the Shackleton Life's full privacy notice and to exercise your preferences, please visit our website on [www.shackletonlife.co.za](http://www.shackletonlife.co.za).

