

1. Introduction

- 1.1 The application for insurance made by the Main Member in respect of the Assured Life (Lives) named in the Policy Schedule has been accepted by Stangen, subject to the terms and conditions set out herein, which constitutes the policy agreement in respect of the Crime Injury Policy ("the Crime Injury Policy").
- 1.2 Unless otherwise stated, capitalised words and expressions used in this Crime Injury Policy shall have the meaning ascribed to them in this document. In the event of a conflict between the provisions of this Crime Injury Policy and the Policy Schedule, the provisions of this document will prevail.

2. Definitions

In this Policy, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings -

"Application Form" means the application form to be completed by the Main Member who wishes to apply for the Benefits for each Assured Life (Lives);

"Assault" means Attempted Murder, Sexual Crimes, and Assault With Intent to do Grievous Bodily Harm;

"Assault With Intent to do Grievous Bodily Harm" means the unlawful and intentional physical attack of an Assured Life with intent to do grievous bodily harm and where there is Proof of the Disablement of the body of the Assured Life (Lives) as a direct result of the assault;

"Assured Life / Lives" means the Main Member, or his/her Dependents, or Extended Family Members, or combinations of these; also known as Policy Members;

"Attempted Murder" means the unlawful and intentional attempt to cause the death of an Assured Life and where there is Proof of the Disablement of the body of the Assured Life (Lives) as a direct result of the attempted murder;

"Beneficiary/ies" means the person(s) entitled to be paid the Benefits provided for under this Policy on the happening of an Crime Event and as per the provisions in clause 11;

"Benefits" means the Death Benefits and Disability Benefits applicable per Assured Life (Lives), against payment of the relevant Premium, as set out in the Policy Schedule;

"Crime Event" Means Murder, Culpable Homicide and Assault;

"Culpable Homicide" means the unlawful and negligent causing of the death of the Assured Life (Lives);

"Death Benefit" means the death benefit applicable per Assured Life (Lives), stipulated in the Policy Schedule, and which is payable in the event of Murder or Culpable Homicide of the Assured Life (Lives);

"Disability Benefit" means the disability benefits applicable per Assured Life (Lives) as stipulated in the Policy Schedule and which is payable in the event of the Assault of an Assured Life;

"Disablement" means a Temporary Disability or Permanent Disability;

"Effective Date" means the date specified in the Policy Schedule, notwithstanding the date of application of this Policy;

"Extended Family Member/Extended Family" means additional Dependent Spouses/Partners, parents of the Main Member or Dependent Spouse who are under the age of 75 (seventy-five), and dependent biological children born of the Main Member or his/her Spouse/Partner who is aged 21 (twenty one) years subject to a maximum number of 8 (eight) Extended Family Members;

Stangen may at all times require proof from the Main Member indicating the relationship between such Main Member and the Extended Family Member.

"Grace Period" The period specified in clause 6.2.1.2 within which failure to pay Premiums should be remedied;

"Hospital" means a health establishment which is classified as a hospital by the Minister of Health in terms of section 35 of the National Health Act, 61 of 2003, read with Government Gazette Notice R185 but which are, for purposes of this Policy limited to a hospital which has overnight (in patient), trauma and emergency facilities and specifically excludes a day clinic;

"Hospitalisation" means the admission of an Assured Life (Lives) to a Hospital;

"Inception Date" means the date on which insurance cover in respect of an Assured Life (Lives) commences, as listed in the Policy Schedule;

"Insurer" means The Standard General Insurance Company Limited, registration number 1948/029011/06, a company duly incorporated in terms of the laws of South Africa and a licensed long-term insurer in terms of the Long-term Insurance Act, and the party that is underwriting the benefits under this Policy;

"Long-term Insurance Act" means the Long-term Insurance Act, 52 of 1998;

"Main Member" means the person, under the age of 65, who applied for cover in respect of the Policy Members in terms of this Crime Injury Policy, and is indicated on the Policy Schedule as such. The Main Member is also the policyholder entitled to the Benefits payable in terms of this Crime Injury Policy. The Main Member has the right to nominate the Beneficiary;

"Medical Practitioner" means a health care provider who provides health services in terms of the Health Professions Act, 56 of 1974;

"Murder" means the unlawful and intentional causing of the death of an Assured Life;

"Permanent Disablement" means a state of permanent impairment or incapacity which, in the opinion of the Insurer, is permanent or irreversible;

"Policy" means this insurance agreement concluded between the Insurer and the Main Member, setting out the general terms and conditions applicable to the Assured Life (Lives), with effect from the Effective Date;

"Policy Members" means all Main Members, and/or Dependents and/or Extended Family Members;

"Policy Schedule" means the disclosure document issued by the Insurer to the Main Member no later than 30 days after conclusion of this Policy, which summarises some of the material terms of this Policy, as prescribed in terms of Section 48 of the Long-term Insurance Act.

It also contains the Premiums and Benefits applicable to each Member, as amended from time to time. It stipulates, amongst others, the identity of the Dependents and Extended Family Members covered. A new Policy Schedule will be issued to the Main Member upon any changes.

STANGEN CRIME INJURY POLICY TERMS AND CONDITIONS

"Premium" means, the monthly premium payable by the Main Member or Premium Payer to the Insurer in respect of the Assured Life (Lives) as listed in the Policy Schedule;

"Premium Payer" means the Main Member, except if another person is paying the Premium on behalf of the Main Member;

"Proof" means documentary evidence to the satisfaction of the Insurer as specified in clause 10 below;

"Psychological Injury" means post-traumatic stress syndrome as certified by a psychiatrist registered in terms of the Health Professions Act, 56 of 1974;

"Rape" means the unlawful and intentional act of sexual penetration of an Assured Life where there is Proof of either the Disablement of the body of an Assured Life (Lives) or Psychological Injury to the mind of the Assured Life (Lives) as a direct result of the rape;

"Security Personnel" means personnel of the South African Police Services, the South African Defence Force or personnel of registered private security firms;

"Sexual Assault" means the unlawful and intentional sexual violation of the body of an Assured Life (Lives) where there is Proof of either the Disablement of the body of the Assured Life (Lives) or Psychological Injury to the mind of the Assured Life (Lives) as a direct result of the sexual assault, but which excludes any form of Sexual Harassment which may result in the Disablement of the body of the Assured Life (Lives) or Psychological Injury to the mind of the Assured Life;

"Sexual Crimes" means Rape and Sexual Assault;

"Sexual Harassment" means unwelcome sexual advances, requests for sexual favours, verbal or physical conduct of a sexual nature, including instances where such favours or conduct are implicitly or explicitly made a condition of employment, continued employment or promotion, or any act similar in nature to those described;

"Spouse"/ "Partner" means a person, who is under the age of 65 (sixty-five) years, and is married to the Main Member in terms of law, including a party to a customary marriage concluded in accordance with the applicable indigenous law as well as a union concluded between parties married in accordance with the doctrines of any recognized religion or tradition, as well as a partner to a civil partnership in terms of the Civil Union Act, 17 of 2006; or a common law spouse or life partner, provided that the Main Member provides satisfactory proof of the permanency of his/her relationship with his/her life partner and provides proof that they have lived together for at least 12 (twelve) months before the Inception Date of cover in respect of such partner;

Stangen may at all times request proof in such form as required by Stangen from the Main Member indicating that a person qualifies as a Spouse/Partner.

"Temporary Disablement" means a state of temporary impairment or incapacity which, in the opinion of the Insurer, is not permanent or irreversible and which, in respect of Assault With Intent To Do Grievous Bodily Harm, results in Hospitalisation of 24 (twenty four) continuous hours or more;

"Termination of Cover" means the conclusion and cessation of cover for various reasons that include the death of the Main Member, lapsing of the cover due to non-payment of Premium subject to the re-instatement provision as set out in clause 8.6, cancellation by the Main Member, or the termination of the Policy as set out in clause 9, or any other reason as set out in section 6.2;

"Waiting Period" means the waiting period applicable to the Benefits, determined with reference to the Inception Date of cover, in relation to each Assured Life (Lives);

A 1 (one) month waiting period shall apply in respect of the Assault of an Assured Life with effect from the Inception Date of cover. Cover will commence immediately after receipt of first Premium. Once cover commences, 0 (zero) months' Waiting Period shall apply in terms of the Death Benefit categories;

No insurance cover shall be granted or Disability Benefit paid in respect of the Psychological Injury of an Assured Life if the Psychological Injury is a pre-existing medical condition (whether diagnosed or not);

"Whole Life / Whole of Life" means that cover remains in-force for the Main Member's whole life, as long as there is no Termination of Cover and subject to clause 14;

3. Background

- 3.1 The Main Member has arranged the Benefits in respect of each Assured Life (Lives) selected for the benefit of the Main Member against payment of the monthly Premiums. The Policy helps the Main Member or his/her Beneficiary(ies) to cover any costs related to a Crime Event that results in Death or Disablement of Policy Members.
- 3.2 The Insurer, as product supplier, has agreed to underwrite the Main Member and selected Assured Life (Lives), subject to the provisions of this Policy.
- 3.3 The insurer/insured relationship resulting from this Policy shall be between the Insurer and the Main Member.
- 3.4 Insurance cover provided in terms of this Policy is Whole of Life, unless expressly stated otherwise.

4. What is the term of this Policy?

- 4.1 The Insurer undertakes to provide the Benefits to the Assured Life (Lives) listed in the Policy Schedule with effect from the Inception Date, until the termination or cancellation of this Policy, subject to the terms and conditions of this Policy.

5. Who are the Policy Members?

- 5.1 The Policy Members are the Assured Lives in terms of this Crime Injury Policy and include and is limited to -
 - 5.1.1 the Main Member;
 - 5.1.2 Spouses/Partners in whose lives the Main Member has an insurable interest and in respect of whom the Main Member applied for cover in terms of this Crime Injury Policy and whose application for cover has been accepted by Stangen; and
 - 5.1.3 Extended Family Members in whose lives the Main Member has an insurable interest and in respect of whom the Main Member applied for cover in terms of this Crime Injury Policy and whose application for cover has been accepted by Stangen.
- 5.2 Only persons listed in the Policy Schedule as Policy Members shall be covered in terms of this Policy, from the Inception Date specified in the Policy Schedule, provided the Main Member or Premium Payer has paid the Premium in respect of such Policy Members.
- 5.3 The following limitations are applicable in respect of Policy Members in terms of this Policy:
 - 5.3.1 The Main Member as policyholder: Only 1 (one) Main Member may be covered per Policy;
 - 5.3.2 Spouses or Partners: Not more than 1 (one) Spouse or Partner may be covered per Policy;
 - 5.3.3 Extended Family Members: Not more than 8 (eight) Extended Family Members may be covered per Policy.
- 5.4 The Main Member may apply for insurance cover and the Benefits in respect of additional Spouses, Partners

<p>in excess of the limitation on the number of Spouses, Partners specified above, or in respect of the parents of the Main Member, Spouse or Partner. If the application for cover in respect of such additional persons is accepted by Stangen against payment of additional Premiums, such persons will receive cover as Extended Family Members, subject at all times to the maximum number of Extended Family Members to receive cover in terms of this Policy, as stipulated above.</p>	<p>the claims payable by Stangen, provided that the Policy is still in force.</p>	<p>8.6.6 Reinstatements of the cover in respect of an Assured Life shall at all times be subject to such further conditions as the Insurer may determine at that time. Otherwise the terms and conditions set out in this Crime Injury Policy will remain applicable.</p>	<p>10.1.2 certified copy of death certificate;</p>
<p>5.5 No Policy Member shall be covered in more than one Crime Injury Policy whether as a Main Member, Spouse, Partner or Extended Family Member, except if the Insurer waives this requirement in writing. The Insurer retains the right to determine this for each Policy Member.</p>	<p>7.3 Are the Premiums guaranteed?</p>	<p>8.7 What are the waiting periods and exclusions on the Policy?</p>	<p>10.1.3 certified copy of identity document of deceased;</p>
<p>5.6 The Insurer retains the right to apply upfront underwriting at application stage to determine eligibility to become a Policy Member;</p>	<p>7.3.1 The Premiums shall be guaranteed for a period of 12 (twelve) months from the Effective Date of the Policy. The Policy shall thereafter be revised on each anniversary of the Effective Date. The Main Member will be notified in writing (or via electronic medium) of any changes in Premiums with 30 (thirty) days' notice.</p>	<p>8.7.1 No insurance cover shall be granted or Benefits paid in the event of the Assault of an Assured Life (Lives) within 1 (one) month from the Inception Date of cover;</p>	<p>10.1.4 police case number;</p> <p>10.1.5 copy of the Main Member's bank statement with a bank stamp (or the bank statement with a bank stamp of another Beneficiary if the Benefit is paid to the Beneficiary);</p>
<p>6. When does cover start?</p>	<p>7.3.2 Stangen shall at all times be entitled to review and increase the Premiums payable in terms of this Policy, in consultation with its Statutory Actuary, subject to 7.3.1 above.</p>	<p>8.7.2 No insurance cover shall be granted or Benefits paid in the event of the Death or Disablement of any of the Assured Lives resulting directly or indirectly from, or which is attributable to, attempted suicide or suicide during the first 24 (twenty four) months from the Inception Date in respect of such Assured Life, notwithstanding such suicide or attempted suicide being the result of insanity (temporary or permanent), mental illness of the Assured Life, or the Assured Life being intoxicated or under the influence of intoxicating substances.</p>	<p>10.1.6 details of the police station the Crime Event was reported to as well as the contact details of the investigating officer;</p> <p>10.1.7 copy of the notification of death (BI1663)</p>
<p>6.1 General</p>	<p>7.3.3 Should the Main Member or Premium Payer fail to pay such increased Premium, Stangen may adjust the Benefits payable in terms of this Policy.</p>	<p>8.7.3 No insurance cover shall be granted or Benefits paid upon the occurrence of a Crime Event in respect of an Assured Life -</p>	<p>10.1.8 in the event of the Murder or Culpable Homicide of an Assured Life other than the Main Member, a certified copy of the Main Member's identity document and a marriage certificate or birth certificate indicating the Assured Life's relationship with the Main Member;</p> <p>10.1.9 any such other documentary proof as may be required by the Insurer in their sole discretion.</p>
<p>6.1.1 Insurance cover in respect of the Assured Lives linked to each Main Member shall commence on a date informed by the Insurer following receipt of a completed Application Form(s) and as confirmed in the Policy Schedule ("Inception Date").</p> <p>6.1.2 Notwithstanding the provisions of clause 6.1.1 above, payment of the Benefits for each Assured Life (Lives) shall at all times be suspended until receipt by the Insurer of the first Premium payable by the Premium Payer in respect of the Benefits,</p>	<p>8. What benefits are payable?</p>	<p>8.7.3.1 resulting directly or indirectly from, or which is attributable to the negligence, recklessness, transgression of the law or intentional exposure to danger by an Assured Life, except in circumstances to save another human's life;</p>	<p>10.2 Proof of the Attempted Murder and Assault With Intent To Do Grievous Bodily Harm of an Assured Life shall be submitted to the Insurer by submitting the following documents to the Insurer, namely -</p>
<p>6.2 When does cover cease?</p>	<p>8.1 The Insurer shall, subject to the terms and conditions of the Policy and for the duration of the Policy, provide the Benefits applicable to the Assured Life (Lives) as set out in the Policy.</p>	<p>8.7.3.2 caused by Security Personnel in the execution of their duties;</p>	<p>10.2.1 completed disablement claim form as prescribed by the Insurer;</p>
<p>6.2.1 Insurance cover in terms of this Policy in respect of an Assured Life (Lives) shall cease in the event that -</p>	<p>8.2 The Benefits in respect of the Assured Life (Lives) shall be payable by the Insurer into the account of the Main Member or Nominated Beneficiary or other nominated account of the Main Member or Nominated Beneficiary as per the Application Form, or as explicitly requested by the Main Member or Nominated Beneficiary at claims stage on the occurrence of a Crime Event, unless the Main Member or Nominated Beneficiary directly or indirectly caused or was in any manner involved in the occurrence of such Crime Event, in which event the Benefit shall be paid to -</p>	<p>8.7.3.3 resulting directly or indirectly from, or which is attributable to an Assured Life being under the influence of illegal drugs or habit forming substances or resulting from the chronic abuse of drugs by an Assured Life;</p>	<p>10.2.2 certified copy of identity document of the Assured Life and the Main Member (if not the same person);</p>
<p>6.2.1.1 this Policy is cancelled by the Insurer as provided for in terms of this Policy; or</p>	<p>8.2.1 such other person as the Insurer may in its sole discretion determine.</p>	<p>8.7.3.4 resulting directly or indirectly from or which is attributable to the willful self-infliction of injuries by an Assured Life;</p>	<p>10.2.3 police case number;</p>
<p>6.2.1.2 the Premium Payer fails to pay the Premium on the due date thereof, and fails to remedy such failure within the 60 (sixty) day period of grace, after which the Policy lapses; or</p>	<p>8.3 The Insurer shall not be liable to pay more than 1 (one) Benefit per Assured Life irrespective of the number of Crime Events occurring as part of the same event in respect of an Assured Life biannually, as determined by the 6 (six) monthly Member anniversaries from Inception Date, in which event the Insurer shall pay the highest amount of the various Benefits payable for any one of such Crime Event.</p>	<p>8.7.3.5 resulting directly or indirectly from domestic violence wherein the Main Member, Spouse, Child or Extended Family Member is the perpetrator of such domestic violence and also the Beneficiary;</p>	<p>10.2.4 details of the police station the Crime Event was reported to as well as the contact details of the investigating officer;</p> <p>10.2.5 copy of the Main Member's bank statement with a bank stamp (or the bank statement with a bank stamp of another Beneficiary if the Benefit is paid to the Beneficiary);</p>
<p>6.2.1.3 the Main Member cancels the Policy in accordance with its terms; or</p>	<p>8.4 Notwithstanding the benefit limitations imposed in clause 8.3, the Insurer shall not be liable to pay more than 4 (four) Benefits (excluding Extended Family Benefits) for each 1 (one) Main Member biannually, as determined by the 6 (six) monthly Member anniversaries from Inception Date.</p>	<p>8.7.4 No insurance cover shall be granted or Benefits paid in the event of the occurrence of Sexual Crimes as a result of the Assured Life (Lives) voluntary participation in the sex industry;</p>	<p>10.2.6 certified copy of the sworn statement of the Assured Life;</p>
<p>6.2.1.4 the Main Member dies, in which event the cover for other Assured Life (Lives) ceases;</p>	<p>8.5 Notwithstanding the benefit limitations imposed in clause 8.3 and clause 8.4 the Insurer shall not be liable to pay more than 4 (four) Benefits for Extended Family members for each 1 (one) Main Member biannually, as determined by the 6 (six) monthly Member anniversaries from Inception Date.</p>	<p>8.7.5 No insurance cover shall be granted or Disability Benefits paid in respect of the Psychological Injury of an Assured Life (Lives) if the Psychological Injury is a pre-existing medical condition (whether diagnosed or not);</p>	<p>10.2.7 in the event of the Attempted Murder or Assault With Intent To Do Grievous Bodily Harm of an Assured Life other than the Main Member, a certified copy of the Main Member's identity document and a marriage certificate or birth certificate indicating the Assured Life's relationship with the Main Member;</p>
<p>6.2.1.5 the Main Member or any other Policy Member is found to have acted in any misleading or fraudulent way against the Insurer;</p>	<p>8.6 Can the Policy be reinstated after lapsing?</p>	<p>8.7.6 The exclusions and limitations as set out above will furthermore also apply in respect of re-instated Benefits with effect from the date of reinstatement.</p>	<p>10.2.8 a certified copy of a J88 document; or</p> <p>10.2.9 a certified copy of a Medical Practitioner's report and/or a Hospitalisation report clearly indicating the Permanent Disablement of the Assured Life as a result of the Crime Event;</p>
<p>7. What premiums are payable?</p>	<p>8.6.1 Where the cover in respect of an Assured Life lapses for whatsoever reason -</p>	<p>9. When does the Policy terminate?</p>	<p>10.2.10 in respect of Assault with intent to do Grievous Bodily Harm, a certificate from a Medical Practitioner of Hospitalisation;</p> <p>10.2.11 any such other documentary proof as may be required by the Insurer in their sole discretion.</p>
<p>7.1 The Premiums reflected in the Policy Schedule shall be payable by the Main Member or Premium Payer on behalf of the Main Member in respect of the cover for the Policy Members, as amended from time to time and specified in an amended Policy Schedule, with effect from the Inception Date specified in the amended Policy Schedule.;7.2 Premiums due</p>	<p>8.6.1.1 the Main Member shall be entitled to make a written request to the Insurer to reinstate the cover in respect of the Benefits per Assured Life (Lives), provided that the Insurer accepts the re-instatement of Benefits within 6 (six) months of such lapse date, thereby reactivating the policy subject to terms and conditions.</p>	<p>9.1 The Insurer will terminate cover on, and the cover shall cease in the event of -</p>	<p>10.3 Proof of the Sexual Crimes in respect of an Assured Life shall be submitted to the Insurer by submitting the following documents to the Insurer, namely -</p>
<p>7.2.1 The Premium indicated in the Policy Schedule is payable to the Insurer (or its duly appointed agent or representative) monthly in advance on or before the first day of each month for which insurance cover is granted, without deduction or set-off, for the duration of the Policy.</p>	<p>8.6.2 Should the Insurer grant the re-instatement of Benefits, the Assured Lives shall not be entitled to Benefits within the period between the lapsing date and re-instatement date.</p>	<p>9.1.1 A failure by the Main Member or Premium Payer to pay the Premium in terms of this policy on the due date thereof and the Main Member fails to remedy such failure within the Grace Period; or</p>	<p>10.3.1 completed disablement claim form as prescribed by the Insurer;</p>
<p>7.2.2 The Main Member shall be responsible for the payment of the Premiums against cover in respect of the Assured Life (Lives) as stipulated in the Policy Schedule.</p>	<p>8.6.3 The Waiting Period will be applied again to the Assured Life (Lives) from the reinstatement date;</p>	<p>9.1.2 the Main Member cancels this policy with minimum one months' notice in accordance with its terms; or</p>	<p>10.3.2 certified copy of identity document of the Assured Life and the Main Member (if not the same person);</p>
<p>7.2.3 If another person makes the Premium payments on behalf of the Main Member, such person shall not become a Member under this Policy, or have any right or entitlement to the Benefits payable in terms of this Policy by virtue of such Premium payment on behalf of the Main Member.</p>	<p>8.6.4 The Main Member shall not be obliged to pay any arrear Premiums due prior to the reinstatement date</p>	<p>9.1.3 the death of the Main Member.</p>	<p>10.3.3 police case number;</p>
<p>7.2.4 In the event of a claim for Benefits, Stangen shall be entitled to deduct any Premiums not yet received by Stangen from</p>	<p>8.6.5 A maximum of 1 (one) reinstatement within 6 months from lapsing date shall be permitted in respect of a Main Member, where after cover shall cease.</p>	<p>9.2 In the event of cancellation or termination of this Policy, the Insurer shall notify the Main Member of such cancellation and/or termination</p>	<p>10.3.4 details of the police station the crime was reported to as well as the contact details of the investigating officer;</p> <p>10.3.5 certified copy of the sworn statement of the Assured Life;</p>

- 10.3.8 a certified copy of a J88 document;
- 10.3.9 certified copy of a Medical Practitioner's report and/or a Hospital report clearly indicating the Disablement or Physiological Injury of the Assured Life as a result of the Sexual Crimes;
- 10.3.10 any such other documentary proof as may be required by the Insurer in their sole discretion.
- 10.4 The Insurer will not pay or be liable for a claim for Benefits unless -
 - 10.4.1 the claims procedure as set out in this clause 10 is complied with;
 - 10.4.2 the Insurer is notified of the claim and such claim is instituted against the Insurer in writing in the prescribed manner within 6 (six) months from the date of the occurrence of the Crime Event. In the event that the Insurer rejects a claim or dispute the amount of the claim, the Assured Life (or the nominated Beneficiary or the executor of the estate of the Assured Life) may make representations to the Insurer within a period of 90 (ninety) days after receipt of the notification of rejection or dispute of the claim;
 - 10.4.3 legal action in a court of law is instituted or a complaint with the Long-term Insurance Ombudsman is lodged against the Insurer or arbitration proceedings are commenced, within 12 (twelve) months from the date of the occurrence of the Crime Event. The 12 (twelve) month period will be suspended until the lapse of the 90 (ninety) day period and provided further that the Assured Life (or the nominated Beneficiary or the executor of the estate of the Assured Life) will at all times have at least 6 (six) months after the expiry of the 90 (ninety) day period to institute legal action in a court of law, lodge a complaint with the Long-term Insurance Ombudsman against the Insurer or commence arbitration proceedings with regards to the claim, and the decision by a court of law, the Long-term Insurance Ombudsman or arbitrator confirms the liability of the Insurer.
 - 10.4.4 Stangen shall be entitled to apply set-off against any Benefits payable and any outstanding Premiums or other amounts payable to Stangen by the Main Member. In the event that Stangen is not able to apply set-off, Stangen shall be entitled to deduct any such amounts outstanding from the Benefits payable.
 - 10.4.5 No claims of whatsoever nature shall be instituted or entertained in terms of this Policy after the date of cancellation of this Policy, unless the Crime Event, giving rise to such claim, occurred prior to the date of cancellation.
 - 10.4.6 Notwithstanding the provisions of the Policy relating to claims the Insurer reserves the right to cancel the cover in respect of an Assured Life and declare all Premiums or additional Premiums in respect of that Assured Life forfeited, should there be evidence of, or an attempted submission of a fictional claim, fraud or misrepresentation.

11. Who are the Beneficiaries?

- 11.1 The beneficiary(ies) under this Policy shall either be:
 - 11.2 the Main Member in the event of the Death of any of the Dependents or Extended Family Members; or
 - 11.3 the Main Member in the event of the Disablement or Extended Family Members, except if the provisions of clause 8.2 applies; or
 - 11.4 the Beneficiary nominated by the Main Member who is aged 18 and older and listed in the Policy Schedule in the event of the death of the Main Member, or as determined by the Insurer in its discretion.

12. Policy Certificate

All policy certificates, certificates notices and disclosures to be distributed in terms of the Long-term Insurance Act and other relevant legislation shall be provided by the Insurer to the Main Member in accordance with the applicable legislation.

13. Cession/Assignment

This Policy and/or any of the Benefits payable in terms thereof may not be ceded or assigned without the consent of the Insurer.

14. Does the Policy accumulate surrender or cash values?

This Crime Injury Policy does not accumulate a cash or surrender value and may not be made fully paid-up.

15. Can Policy amendments be made?

- 15.1 The Insurer shall at all times be entitled to amend any provision of this Policy by a 3 (three) month written notice to the Main Member.
- 15.2 No amendment or cancellation of the Policy as a whole or of any term or condition thereof shall be of any force and effect unless such amendment or cancellation is in writing and signed by the Insurer.
- 15.3 Amendments may be communicated to Main Members in electronic format.

16. Severability

Each and every provision of this Policy (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this Policy. If any of the provisions of this Policy (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this Policy shall be and remain of full force and effect.

17. What other general terms apply?

- 17.1 The Parties hereby acknowledge that the Policy concluded between them constitutes the entire agreement between them as to the subject matter hereof, and that no other conditions, stipulations, warranties nor representations whatsoever, have been made by any party or that party's agent, other than as specifically included herein.
- 17.2 No latitude, extension of time or other indulgence which may be given or allowed by either party to the other in respect of any payment provided for in the Policy or the performance of any other obligation shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of or otherwise affect any of the third party's rights in terms of or arising from this Policy, or prevent such Party from importing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 17.3 The Policy does not accumulate cash - or surrender value and may not be converted into a paid up policy. The Insurer specifically determines that no loans will be allowed in terms of this Policy
- 17.4 This Policy is based upon the statements made by the Main Member. If any Assured Life (Lives) details have been misstated, the amount payable under the Policy will be the amount that the Premium paid would have purchased according to the correct details of the Assured Life (Lives) concerned. Proof of age will be required before any benefit shall be provided under the Policy.
- 17.5 Membership under this Policy is only available to South African citizens with a valid identity document and who is permanently resident in South Africa. All Benefits shall be paid into a South African bank account.
- 17.6 The Parties agree to perform any further acts and to execute and deliver any further documents, which may be necessary or appropriate to carry out the purposes and the implementation of this Policy.
- 17.7 The Parties consent to the jurisdiction of the South Gauteng Division of the High Court of South Africa (Johannesburg), to hear and determine any action or proceeding which may result from or arises from the Policy.