



Black Cygnet Life, an Authorised Financial Services Provider | FSP Number 44723

## Bond Protection Policy

### Permanent Disability Benefit

#### DEFINITIONS

Unless the contrary appears from the context, the following words and phrases shall have the meanings assigned to them where they appear in this Addendum and the Master Policy:

##### Master Policy

"Master Policy" means the Black Cygnet Life Bond Protection Endurance, and Death Benefit document to which this Addendum is attached.

##### Claim Payable Date

Means "The Claim Payable Date" means the date on which a valid claim becomes payable as a result of a Claim Condition, and is equal to Claim Condition Date plus any Deferred Period (if applicable).

##### Claim Condition

"Claim Condition" means an illness or bodily injury covered under clause 2.1 of this Addendum.

##### Claim Condition Date

"Claim Condition Date" means the date on which the Claim Condition occurs, in the case of injury, or the Life Assured is finally diagnosed, in the case of illness.

##### Deferred Period

"Deferred Period" means the period, starting on the Claim Condition Date, for which a Claim Condition must endure continuously in order for a benefit under this Addendum to become payable.

##### Instalment Benefit

"Instalment Benefit" means the regular monthly instalment as stipulated in the Policy Schedule. If the actual monthly instalment of the Mortgage Loan exceeds the amount stipulated in the Policy Schedule at any time during the Period of Insurance, it is the Life Assured's responsibility to increase the relevant benefit amount for which the Life Assured might be charged an increased premium.

##### Income Benefit

"Income Benefit" means the benefit to which the Instalment Benefit converts in terms of clause 2.7.

##### Total and Permanent Disability

"Total and Permanent Disability" means medically certified total disability as a result of illness, injury or disease and which cannot be cured or treated, and which prevents the Life Assured from earning an income by following his/her own occupation, or any other for which he/she is suited in terms of training, education and experience. A Life Assured shall also be deemed to have suffered total and permanent disability upon the loss or loss of use of both hands, both feet (or one of each) or both eyes. If the Life Assured was not permanently employed for a period of at least 6 (six) consecutive months before the onset of disability, total and permanent disability shall be restricted to meaning the loss or loss of use of both hands, both feet (or one of each) or both eyes.

##### Waiting Periods

"Waiting Periods" means the periods, starting on the Commencement of Insurance, and any increase to the Sum Assured or benefit amount, during which the occurrence of a claim does not result in a benefit under this Addendum becoming payable. For the purpose of this definition "occurrence of a claim" means the earlier of any of the following events:

- The Life Assured is finally diagnosed with the illness or bodily injury;
- The Life Assured becomes aware that they have contracted the illness or suffered bodily injury;
- The actual occurrence of the illness or bodily injury.

#### 1. Application of this Addendum

- 1.1. The terms of the Master Policy shall apply to this Addendum.
- 1.2. The Benefits under this Addendum shall only apply if this option has been selected in the Policy Schedule and the relevant premium paid.

## 2. Permanent Disability Benefit

2.1. Where a Permanent Disability Benefit has been selected, OMART will pay:

2.1.1. 24 monthly payments from the Claim Condition Date in the form of the monthly Instalment Benefits if, before the policy anniversary immediately prior to the Life Assured's 65th birthday the Life Assured is prevented by illness or bodily injury from performing his own occupation for more than 90 consecutive days, and while the Life Assured is so prevented from performing, and;

2.1.2. after the above 24 monthly Instalment Benefit payments have been paid, and provided that the Life Assured has suffered Total and Permanent Disability, then the Life Assured shall be paid the Sum Assured.

2.2. Proof of employment and occupation, to the satisfaction of OMART, will be required before a claim will be considered. Where immediately prior to the onset of a Claim Condition the claimant is unemployed, a claim will only be considered where the Life Assured has suffered permanent loss of use of both hands or both feet (or one of each) or both eyes or permanent confinement to a wheel chair, or any other disability which OMART in its sole discretion may deem to be equivalent.

2.3. Should the Life Assured change occupation or duties from that stated in the Application he must notify OMART immediately and OMART reserves the right to charge an additional premium should, in its opinion, the new occupation or duties be of a more hazardous nature. The Permanent Disability Benefit is voidable at the instance of OMART should the Life Assured fail to give notice of any change of occupation or duties.

2.4. The premiums due under the Master Policy and this Addendum will be waived while benefits are being paid under this Addendum. If the benefits cease for any reason whatsoever (including but not limited to the Life Assured reaching the age of 65), then the waiver will fall away and the Life Assured must commence paying premiums again in respect of the Master Policy and other relevant Benefits.

2.5. On admission of a claim, if the Claim Payable Date is reached, Instalment Benefits that fell due after the Claim Condition Date will be paid, subject to the provisions of this Addendum. All instalments will be paid on the same date that the monthly instalments

are due for the Mortgage Loan and will be paid into the Mortgage Loan account, unless the Mortgage Loan is no longer in place, in which case it will be paid to the Life Assured.

2.6. Pregnancy or confinement due to the birth of a child shall not mean illness or bodily injury for the purpose of this benefit.

2.7. In the event the Life Assured is no longer liable under the Mortgage Loan then the Instalment Benefit shall convert to an income benefit, which amount will be the equivalent of the monthly instalment as stipulated in the Policy Schedule. Any reference in this Addendum to the Instalment Benefit shall, where applicable, be deemed to include a reference to the Income Benefit.

### 2.8. Termination of Benefit:

The Permanent Disability Benefit will cease on the earlier of:

2.8.1. The payment in full of all benefits under this Addendum;

2.8.2. the recovery, in the opinion of OMART, during the 24 months period in clause 2.1.1 of the Life Assured sufficiently to perform his own occupation;

2.8.3. the death of the Life Assured;

2.8.4. the Life Assured reaches the age of 65;

2.8.5. any other event in terms of which the Policy would terminate as set out in the Master Policy.

## 3. Deferred Period

The Deferred Period applicable to this Benefit shall be 90 days.

## 4. Waiting Period

The Waiting Periods for this Benefit shall be:

- From Commencement of Insurance - 30 days;
- In the case of an increase as contemplated in clause 10.1.1 of the Master Policy - 30 days;
- In the case of an increase as contemplated in clause 10.1.2 of the Master Policy - 180 days, as referred to in clause 10.4 of the Master Policy.

## 5. Exclusions

In addition to the Exclusions stipulated in the Master Policy OMART will not be obliged to make payment in respect of any illness or bodily injury arising directly or indirectly from or traceable to:

### **5.1. Psychological Disorders and Psychiatric Illnesses**

No benefit will be admitted if the claim results directly or indirectly from any of the following:

- 5.1.1. depression or dysthymia, whether as an episode or disorder, or as part of the symptom complex of another psychiatric diagnosis;
- 5.1.2. post-traumatic stress disorder;
- 5.1.3. fibromyalgia;
- 5.1.4. chronic fatigue syndrome and its synonyms;
- 5.1.5. In respect of mental illness or symptoms:
  - caused by an identifiable organic disorder, or
  - of a psychotic nature not caused by chemical dependency.

### **5.2. Back, Neck and Spinal Conditions**

No benefit will be admitted if the claim involves back, neck or spinal conditions or disorders, which are not listed below:

- Paraplegia
- Quadriplegia
- Malignant tumours of the spine or vertebral column.
- Failed back syndrome after multiple spinal surgeries.
- Fractures of the spine.
- Auto-immune conditions affecting the spine.