

## Income Protection Insurance Policy Wording

### Preamble

WHEREAS the Insured named in the Schedules hereto (hereinafter called the "Insured") has applied to Southern Oracle Micro- Insurance Company (Private) Limited as mentioned on the schedule hereto (hereinafter called the "Insurer/Southern Oracle Micro-Insurance or the Company") for a policy of insurance.

In consideration of the Insured having actually paid the premium for the period of insurance, Southern Oracle Micro-Insurance Private Limited (hereinafter referred to as "the Insurer") will indemnify or compensate the Insured against loss or damage as described herein which exceeds any deductible shown herein up to the Limit of Liability as stated in the Schedule hereto.

THE INSURER hereby agrees to compensate the Insured in respect of the happening during the Period of Insurance of any of the contingencies or events specified in this insurance.

PROVIDED that this insurance shall be subject to the terms conditions and exceptions contained in or endorsed on or otherwise expressed in the policy and that the liability of the Insurer shall not exceed the Sum Insured as more specifically stated herein, unless agreed herein to the contrary.

THIS POLICY incorporates the proposal forms, any closing submissions and Schedules/memos and Endorsements which shall be read together as one contract. Words and expressions to which specific meaning is given in any part of this Policy shall have the same meaning whenever they appear.

IF ANY SPECIFIC EXCEPTIONS OR SPECIFIC CONDITIONS are at variance in any way with the General Exceptions or General Conditions the former shall take precedence over the latter.

### Premium Payment Warranty

It is warranted that it is a condition precedent of this insurance that before cover commences, the premium shall have been received by the insurer. If premium has not been received by the insurer prior to the commencement of this insurance the policy shall be invalid ab initio.

If the premium is received by the insurer after the commencement date of this insurance, then subject to acceptance by the insurer, cover will be reinstated effective from the date that the premium is received by the insurer.

It is further hereby expressly warranted by all the parties to this insurance contract that:

- i. The insurance broker or multiple agents shall always act as the agent of the insured.
- ii. Payment of premiums by the insured to such agent shall not in any way whatsoever be deemed or implied to be actual receipt of such premiums by the insurer.
- iii. The onus is on the insured to ensure that premium is received by the insurer prior to commencement of the cover.

SIGNED..... For and on behalf of the insurer

# Temporary Loss of Income Insurance

## SECTION 1: DEFINITIONS

In this policy, the following words and phrases have the meaning given next to them.

### **Employed/Employment/Work**

Permanent paid employment, including self-employment, of at least 16 hours per week.

### **Temporary Work**

Employment for an indefinite period which is not intended to be permanent. Employment of this nature via an employment agency is temporary work.

### **Unemployed/Unemployment**

Being out of work, you must be available and actively looking for employment.

### **Self-Employed/Self-Employment**

Carrying on a business in Zimbabwe alone or as a partner in a partnership, controlling a company either alone or with others, or working for a company in which a person who is a member of your immediate family has control (either alone or with others) over the company.

### **Contract Worker**

Employed on a contract for a specific term or undertaking for at least 12 months duration.

### **Monthly Net Income**

The net salary inclusive of regular and consistent benefits and allowances less the applicable taxation as declared on the payslip on a monthly basis" For purposes of this definition, net salary therefore excludes bonuses, loans, irregular benefits which are not received consistently on a monthly basis, and any other once-off or unusual benefits.

If you are an employee, your average monthly net earnings after tax for the 18 months immediately preceding the start date, the date of any subsequent increase in monthly benefit, or the start date of a claim.

### **Retrenchment**

Means that the insured has lost his/her employment and has no other source of income whilst being retrenched. The reason for retrenchment must be that:

- The insured became redundant due to the employer adopting a new way of doing business; or
- The employer decided that fewer workers are needed in the business.

### **Start date**

00.01a.m. on the date this policy commences as shown on Your schedule.

### **Waiting Period**

The minimum number of consecutive days of unemployment, which you must wait before your entitlement to benefit commences as shown in your schedule.

## SECTION 2: THE INSURANCE COVER

### INVOLUNTARY RETRENCHMENT

Involuntary unemployment means that the insured has lost his/her employment and has no other source of income whilst being retrenched. The reason for Retrenchment must be that:

- The insured became redundant due to the employer adopting a new way of doing business; or
- The employer decided that fewer workers are needed in the business.

#### **Defined Benefit**

The benefit amount is based on the individual's monthly net salary for 12 months, with a monthly maximum limit of USD2,000.00. This means that if an individual becomes unemployed and qualifies for the insurance, they will receive a benefit equivalent to their average monthly net salary over the previous 12 months.

#### **Benefit will be paid until:**

- you return to work;
- we have paid the maximum monthly benefits; or
- cover ends as described in Section 4 – General Conditions under cancellations; whichever happens first

After the maximum monthly benefits have been paid for any period of unemployment, further claims for unemployment will only be considered if there has been first six consecutive months employment.

#### **No Claims Bonus/Cashback payments**

In the event of no claim being made or arising under this insurance policy during a period of insurance specified below immediately preceding the renewal of this policy, the renewal premium for the insurance will be based on the relevant Claim-Free Group or subject to the No Claim Discount or cash back payment as follows

#### DEFINITION (a)

Period of insurance	Claim-Free Group
the preceding year	1
the preceding two consecutive years	2
the preceding three consecutive years	3
the preceding four consecutive years	4
the preceding five or more consecutive years.	5

Otherwise, than above, Claim-Free Group 0 applies. Claim-free group 0 means no discount or cash back payment is applicable.

If one or more claims are made or arise under this policy during a period of insurance for which the premium is based on Claim-Free Group 4 or 5, then the next renewal premium will

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be based respectively on Claim-Free Group 2 or 3 and for subsequent renewals as follows

(i) CLAIM-FREE GROUP 4 -

Period of insurance during which no claim is made or arises	Claim-Free Group
the preceding year	3
the preceding two consecutive years	4
the preceding three consecutive years.	5

(i) CLAIM-FREE GROUP 5

Period of insurance during which no claim is made or arises	Claim-Free Group
the preceding year	4
the preceding two consecutive years.	5

Otherwise than above, Claim-Free Group 0 applies.

DEFINITIONS (a)

Period of insurance	No Claim Discount
the preceding year	10%
the preceding two consecutive years	20%
the preceding three consecutive years	30%
the preceding four consecutive years.	40%
the preceding five consecutive years	50%

Otherwise than above no discount applies.

**General Rules to the No Claims Rebate Provisions**

**1. No Claim Discount (NCD)**

If You have covered yourself for a continuous period of 12 months and You did not make any claim under this insurance policy during that time, a NCD will be applied at each renewal. The applicable NCD will increase with each renewal if You continue to have claim free years as illustrated above.

**2. Your NCD is not Transferable**

The NCD is personal to **You**

**Specific Exceptions to Section 2**

This policy does not cover any period of unemployment:

- i) which occurred before the start date;
- ii) which you receive notification of, or which commences, within 180 days after the start date i.e within 6 months waiting period;
- iii) if you were not in employment for six consecutive months prior to your first unemployment claim;

- iv) which you knew to be impending at the start date, whether you had received official notice;
- v) which arises from any programme of job losses, any departmental or company restructure, or merger with another company, announced by your employer before the start date or within 6 months after the start date;
- vi) If You are a contract worker, which results from the natural expiry of a fixed-term contract unless:
  - immediately prior to your claim, you were employed on an annual contract which has been renewed at least once
  - immediately prior to your claim, you have been employed on a contract with the same employer for a period of 24 months; or
  - immediately prior to the commencement of your fixed-term contract, you were employed on a permanent basis by the same employer
 (This exclusion will not be applied if you are self-employed);
- vii) if you are a contract worker and your contract is terminated early, any period of unemployment beyond the date your contract would have otherwise naturally expired;
- viii) which results from you voluntarily leaving your employment unless because of constructive dismissal;
- ix) due to a normal or seasonal occurrence or which is a regular feature of your employment;
- x) after a period of casual, temporary or occasional work;
- xi) which results from misconduct leading to your dismissal; This policy does not cover loss of income due to dismissal following the commitment of a crime which is subject to a prison sentence by a competent court of law anywhere in the world, whether the sentence is suspended or not. For purposes of this exclusion, no benefits under this policy shall be payable once an employer intimates the reason for dismissal as allegations of murder, arson, vandalism of property, theft or fraud charges being pressed against the insured and a police report having been made and the insured employee is a suspect pending or undergoing trial.
- xii) because of you being detained in prison under the direction of a court of law. (This exclusion will not apply if you are later acquitted.);
- xiv) resulting from any chronic condition from which you knowingly suffered on or before the start date;
- xv) because of any medical condition for which treatment had been given or diagnosis had been made or investigations commenced during the 12 months immediately before the start date and which comes back within 24 months after the start date. (This exclusion will not be applied after 24 months have passed without treatment or advice for that medical condition.);
- xvi) which is a result of intentional self-inflicted injuries;
- xvii) which is a result of the inappropriate use of alcohol or drugs, including but not limited to the following:
  - consuming too much alcohol.
  - taking an overdose of drugs, whether lawfully prescribed or otherwise.
  - taking controlled drugs (as defined by the *Dangerous Drugs Act 2016*) otherwise than in accordance with a lawful prescription.;
- xviii) arising from war (whether declared or not), military duty in peacekeeping operations, invasion, riot as an active participant, revolution or any similar event
- xix) you cannot claim for disability and unemployment at the same time.
- xx) if during a claim for unemployment you take temporary work, your claim will be suspended for the period of temporary work.

For the purposes of exclusions ii) and v) above, the 180-day initial exclusion period for unemployment cover will be waived, if You: for the 6 continuous months immediately before the start date; held a policy with another insurer providing unemployment cover, that was replaced by this policy; and under which you had not made a claim in the 24 months before the start date.

Start date shall then mean the date your previous policy commenced. This will only apply in respect of the corresponding amount of monthly benefit provided by your previous policy. In the event of a claim, you will need to provide us with a copy of your previous policy and proof of premium payment that show your policy was up to date at the start date of this insurance

### **Premium Payment, Lapse and Termination**

The cover is conditional upon the payment of the premium on or before the inception of the cover (i.e., premium up front.) If the premiums are not paid by the due date, cover will be cancelled from midnight on the day before the due date.

Where the premium is payable monthly premiums are expected to be received by the insurer on or before the first day of each month. In the event of non-payment of premiums cover will be deemed to have lapsed automatically from midnight on the day before the due date.

A lapsed Policy can be re-instated upon payment of the Premium. A policy in lapse for more than 3 months is rendered closed and the individual will have to apply again and go through the waiting period of 6 months for unemployment benefits cover to resume.

The Insurer reserves the right to review the premiums from time to time and a 30 notice shall be provided before a review is affected.

## **SECTION 3: GENERAL CONDITIONS**

### **Eligibility**

You are eligible for this policy provided that on the start date of the policy You:

- are aged 18 or over and under 64;
- are living and working anywhere in the world
- are in employment; and
- are not aware of any impending unemployment, whether you have received official notice, and your employer has not announced any job losses, departmental or company restructure, or a merger with another company.

### **Misrepresentation, misdescription and non-disclosure**

Misrepresentation, misdescription or non-disclosure in any material shall render voidable the item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

### **Territorial Limit**

The insured will be covered while anywhere in the world provided premiums have continued to be paid.

### **Jurisdiction and law**

The laws of Zimbabwe will be applied for this insurance contract.

## Currency

The policy applicant selects one salary currency which has a supporting payslip. You can therefore insure your USD net salary as defined or the ZWG net salary as defined.

The policy will be issued in either USD and ZWG. Claims will be paid in the currency in which the premiums are paid.

## Waiting periods

The cover provided for in this policy are subject to a waiting period of 6 months.

## Cooling-off period

We hope that you will be happy with your insurance policy. However, if this policy does not meet your needs, you have 30 days from the date you received your policy documents to cancel the policy and get a refund less a 15% administration fee. (We will not give you a refund if you have made a claim or an incident has happened where You could make that claim.)

## Premiums

Your premium is payable monthly and collected by debit order or stop order facility.

## Cashback payments

If the insured does not submit a claim each year for a cumulative period of 5 years of uninterrupted renewals and monthly contributions, the company shall pay a 50% cashback of contributions made to the insured as a lump sum payment subject to the tax legislation relating to such payments. Every 5-year period of uninterrupted policy renewal and monthly contributions shall be separately subject to the cash back payments on each of the policy's 5th anniversary dates.

## Cancellation of Your insurance

- (i) Your cover and entitlement to benefit will end automatically as soon as one of the following occurs:
  - You retire from employment
  - You reach the age of 65; or
  - You die.
- (ii) Your cover will end automatically if you do not pay your premium on the date, it is due.
- (iii) in the event of fraud, we may cancel your policy immediately and no refund of premiums will be given.
- (iv) It may become necessary for Us to cancel Your policy due to:
  - You failing to provide any material information that we ask for in Your application for this policy or in relation to any claim,
  - any actual or predicted legal or regulatory requirement,
  - an unforeseen event that prevents us from continuing to provide, or continuing to administer, your policy.

## No rights to other persons

Unless otherwise provided, nothing in this policy shall give any rights to any person other than the insured. Any extension providing indemnity to any person other than the insured shall not give any rights of claim to such person, the intention being that the insured shall claim on

behalf of such person. The receipt of the insured shall in every case be a full discharge to the company.

### **Claims**

On the happening of any event which may result in a claim under this policy the insured shall, at their own expense:

- i. give notice thereof to the company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured.
- ii. as soon as practicable after the event submit to the company full details in writing of any claim
- iii. give the company such proofs, information and sworn declarations as the company may require and forward to the company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim.
- iv. By submitting the claim, the Insured/Beneficiary irrevocably authorises, and requests previous employer, government agencies, doctors, medical institution or other persons who may be in possession of or hereafter acquire any information concerning their employment details and health to cooperate and share the information with the insurer for purposes of the claim adjudication and processing.
- v. In all cases, no claim shall be submitted after the expiry of 30 days after the occurrence of the event giving rise to the claim unless the insured is critically ill and /or disabled to be able to submit the claim.

### **Fraud**

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of the insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.

### **Lapses and reinstatement of cover**

There is no grace period applicable to this policy.

If premiums are not received on due date, the policy lapses.

A lapsed Policy can be re-instated upon payment of the Premium and cover will resume immediately upon receipt of the premium.

A policy in lapse for more than 3 months is rendered closed and the individual will have to apply again.

A closed Policy can never be reinstated, and an applicant will have to make a fresh application for a new Policy which will be subjected to standard waiting periods.

### **Paid-up and Surrender terms**

There is no surrender or paid-up values under this policy.

## Sunset clause

All claims must be notified immediately as soon as practicable and in no case not later than 30 days of the accident or event giving rise to the claim.

## SECTION 4: GENERAL PROVISIONS

### Payments on account

In respect of any section where amounts recoverable from the company are delayed pending finalisation of any claim, payments on account may be made to the insured, if required, at the discretion of the company.

### First amount payable

Except where provided for specifically in any section, the amount payable under this policy/section for every loss, damage or liability shall be reduced by the first amount payable shown in the schedule for the applicable defined event.

### Liability under more than one section

The company shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.

### Schedule sums insured blank

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is:

- i. left blank or has no monetary amount stipulated against it
- ii. reflected as nil or not applicable or not covered or no indemnity extended

This means the defined event or circumstance shown in the schedule is not insured by the policy.

### Arbitration

Should any difference arise between the Insurer and the Insured or claimant as to the amount of any claim under this policy the same shall be referred to arbitration in accordance with the statutory provisions for the time being in force applicable thereto and the obtaining of any award shall be a condition precedent to any right of action against the Insurer.

### Breach of conditions

The conditions of this policy shall apply individually to each of the sections insured and not collectively to them. Thus, a breach of any condition shall void the policy only in respect of all the sections to which that breach applied and does not affect the policy in respect of other sections.

## NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

### About the Intermediary and Insurer

1. Name, physical address and postal address and telephone number.

Insurer: Southern Oracle Micro-Insurance Company (Private) Limited  
1 Mould Crescent, Kensington  
Harare  
Telephones: 776935 / 2932637-9  
Facsimile: 776935  
Website: [www.southernoraclemi.co.zw](http://www.southernoraclemi.co.zw)  
E-mail: [info@southernoraclemi.co.zw](mailto:info@southernoraclemi.co.zw)

IPEC License number : TBA

Local Insurance Brokers : (As stated in the schedule)

Legal status and any interest in the Insurer.

The Intermediaries stated above are independent companies and they have no interest in the insurer.

2. Whether or not in possession of professional indemnity insurance.

The Intermediaries are required at law to have professional indemnity insurance in force. You can request and obtain a current copy of the insurance certificate from the Intermediary.

3. Details of how to institute a claim.

Procedures for the submissions of claims are detailed in the policy wording document in the section headed GENERAL CONDITIONS or CONDITIONS. In the event of a possible claim, you must notify an office of the intermediary immediately and within the number of days stated in the policy wording. You must notify the police within 24 hours of theft of property or any accident involving your vehicle. In the case of any vehicle accident where there are injuries, you must notify the police immediately. You will be required to supply the following:

- i) Details of other insurance covering the same property and event
- ii) Written details of the event unless otherwise instructed
- iii) Information and proof in support of the claim
- iv) Documents or details of any communication in connection with the claim

You must make no admission or statement of liability or make any offer to any third party.

You must notify Southern Oracle Micro Insurance Company (Private) Limited immediately you become aware of any impending prosecution. In the event of a claim you may become responsible for a first amount payable or deductible in respect of such claim. Details of any such responsibility are shown in the policy and the amount is shown in the policy schedule.

4. Amount of fees and commission payable.

The amount of any fees and commission earned by the intermediary if required may be obtained from the company.

## About the Insurer

1. Name, physical and postal address and telephone numbers.  
Your insurer's details are stated in the policy schedule/s.
2. Details of how to institute a claim and/ or complaint.  
See point 3 above. If any complaint to an intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Commissioner (Insurance & Pensions Commission).
3. Type of policy involved.  
Refer to the policy schedule.
4. Extent of premium obligations you assume as policyholder.  
You agreed to pay the premium. Details of the premium due and the frequency of payment are contained in the policy schedule.
5. Manner of payment of premium, due date of premiums and consequences of non-payment.  
The manner of premium payment and due date of premiums is reflected in the policy schedule. Please note that in terms of your policy, cover is conditional upon payment of your premium on or before the inception of the cover (i.e. premium up front.) If you do not pay the premiums on the due date cover will be cancelled from midnight on the day before the due date. Where the premium is payable monthly premiums are expected to be received by the insurer on or before the first day of each month. In the event of non-payment of premiums cover will be deemed to have lapsed automatically from midnight on the day before the due date.
6. Other matters of importance
  - i. The Insurer must be informed of any material changes to the risk information.
  - ii. If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term Insurance (Commissioner of Insurance).
  - iii. Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
  - iv. If premium is paid by debit order: (a) it may only be in favour of one person and may not be transferred without your approval; and (b) the insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.
  - v. The insurer and not the intermediary must give reasons for repudiating your claim.
  - vi. Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
  - vii. You are entitled to copy of the policy free of charge

## The Insurance and Pensions Commission



### Insurance & Pension Commission

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**Feel free to contact the regulator at the contact details above should you require clarity on any issue to do with our insurance products or operations.**

### Warning

1. Do not sign any blank or partially completed application form.
2. Complete all forms in ink.
3. Keep all documents handed to you.
4. Make notes as to what is said to you.
5. Don't be pressurised to buy the product.
6. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

Signed for and on behalf of .....

**Southern Oracle Micro Insurance (Pvt) Ltd**