



## ECOSURE PERSONAL ACCIDENT COVER TERMS AND CONDITIONS

This document sets out the terms and conditions of the EcoSure Personal Accident Cover offered by Econet Life (Private) Limited the "Insurer" to its customers. Please read and fully understand each clause set out in these terms and conditions.

These terms and conditions can be changed at the Insurer's sole discretion but subject to sixty (60) days' notice to customers. All changes are subject to approval by the Insurance and Pensions Commission. The Insurer will notify Customers by SMS of any amendments to these terms and conditions and ensure that they are available at all customer service touch points and on the official website. Any Customer who does not accept the changes to the terms and conditions of this agreement shall notify the Insurer in writing within thirty (30) days of posting of the amendments at the customer touch points, and such notification shall be deemed to constitute termination of the insurance policy with effect from the date on which the new amendments take effect.

When a Customer registers for the EcoSure Personal Accident Cover, the Customer must know and fully understand the terms and conditions set out in this document.

Confirmation of registration means that the Customer agrees to abide and be bound by these Terms and Conditions, in respect to the EcoSure Personal Accident Cover.

### 1.0 DEFINITION

**1.1 Accidental Disability** refers to permanent loss of one or both hands or feet, or the complete and irrecoverable loss of sight in one or both eyes of the Customer arising from accidental cause(s). Disabilities which arise directly or indirectly as a result of the following are excluded:

- a) Strikes, riots and commotion.
- b) Aerial sports and air travel (other than as an ordinary passenger in a fully licensed passenger aircraft).
- c) Riding or driving in any kind of race or endurance test
- d) Pregnancy or childbirth unless disability lasts for more than three months after the termination of the pregnancy in which case the benefit will be payable as if the deferred period commenced at the end of the three month period.
- e) Attempted suicide or self-inflicted injury whilst sane or insane.
- f) Misuse of drugs or alcohol.
- g) Pre-existing conditions.
- h) Death by natural causes.

**1.2 Appraiser** means an insurance expert engaged by the Insurer to review any repudiated claim, conflict or dispute.

**1.3 Beneficiary** means the person and/ or entity that, the Insured, nominates to receive the benefits of the Policy in the event of the Insured's death.

**1.4 Principal Beneficiary** means the first choice person that, the Insured, nominates to receive the benefits of the Policy in the event of the Insured's death.

**1.5 Alternate Beneficiary** means the second choice person, the Insured, nominates to receive the benefits of the Policy in the event that the Principal Beneficiary is incapacitated or has died.

**1.6 Burial Society** means a burial society that is approved and registered by the Insurer and which an Insured is a member of. It is specifically provided that the Insured's Burial Society will assist with burial arrangements and logistics as provided in the Burial Society's constitution.

**1.7 Claim** means a request for a benefit pay-out done by the Insured and/or a Beneficiary and or his representative or guardian in the event of the death of the Insured.

**1.8 Commencement Date** means the date from which the Cover is deemed effective upon payment of the first Premium by the Insured.

**1.9 Cover** means a promise made under this agreement by the Insurer to pay a specified amount of money under the EcoSure Personal Accident Cover, in return for a Premium.

**1.10 Customer** means the individual EcoSure Personal Accident Cover applicant. Customers must be between the ages of 18 to 70 to qualify to register for a Policy.

**1.11 Death by Accident** means an unforeseeable and unintentional event that occurs after the Commencement Date and which, in an external and visible manner, independently of any other cause, directly results in the death of the Insured.

**1.12 Death by Natural Causes** is one that is primarily attributed to an illness or an internal malfunction of the body not directly influenced by external forces such as accident or homicide, but excluding the Exclusions set out in these terms and conditions.

**1.13 Dependent** means a person whom the Insured has a legal duty to support, such as a spouse, minor children or elderly biological parents.

**1.14 EcoCash Wallet** means an electronic wallet held with EcoCash (Private) Limited in the name of the Insured, Sponsor, and/ or Beneficiary.

**1.15 Econet Micro insurance System (EMS)** means the system which manages the EcoSure insurance services.

**1.16 EcoSure Agent** means an entity and/or individual registered by the Insurer to assist in submission of Claims.

**1.17 EcoSure Personal Accident Cover** means a cover that entitles a promised amount determined by the Policy Package to be paid out in the event of the Insured's Death by Accident or suffering Accidental Disability.

**1.18 Funeral Service Provider** means a Funeral Service Provider approved by the Insurer who will provide any or a combination of the following services in the event of the death of the Insured: Coffin/ Casket, Cremation, Mortuary, Transport (ambulance, hearse and bus), food and any other services and requirements as may be determined by the Funeral Service Provider.

**1.19 Grace Period** means a maximum of ten (10) days from the due date within which the Premium should be paid and/ or the days of grace as specified under section 60 of the Insurance Act [Chapter 24: 07] as amended from time to time whichever is longer, after which the Policy will automatically lapse.

**1.20 ID** means any official identification document accepted by the national registry department.

**1.21 Insured** means a person covered under the EcoSure Personal Accident Cover.

**1.22 Insurer** means Econet Life (Private) Limited, the company offering EcoSure Personal Accident Cover.

**1.23 Material Fact** means any fact or circumstance which may arise while the Policy is valid and the Cover is active which may affect the risk insured.

**1.24 Policy** means the Personal Accident Cover contract between the Insurer and the Insured, which determines the claims which the Insurer is legally required to pay.

**1.25 Policy Cancellation** means the withdrawal and/or termination of a Policy by the Insurer or by the Insured.

**1.26 Policy Number** means the unique number generated by the Econet Microinsurance System (EMS) and may be the Insured's unique mobile number. The Insured's Policy number may be quoted in all correspondence pertaining to the Insured's EcoSure Personal Accident Cover.

**1.27 Policy Package** means the EcoSure Personal Accident Cover options available for selection by an Insured.

**1.28 Policy Term or Duration** means the period of time for which the Policy is valid and the Cover is active. The Cover will commence on the Policy Commencement Date and shall continue for a period of one month renewable on each subsequent Premium payment by the Insured.

**1.29 Premium** means the amount (in United States Dollars or any other currency as maybe prescribed by the Government of Zimbabwe) that the Insured is required to pay every month or at any other frequency specified under the Policy to maintain the Policy. The Premium is paid through automatic deduction from the Insured's EcoCash Wallet or any othermeans as agreed upon with the Insurer.

**1.30 Premium Payment Date** means the day of the month that the Insured's Premium is due for payment.

**1.31 Sum Assured** means the amount of money that will be paid out to a Beneficiary in the event of the death of the Insured and/or the Insured suffering Accidental Disability.

## 2.0 REGISTRATION

- 2.1 Registration is automated and shall be done through the Customer's mobile phone.
- 2.2 A Customer must be registered for EcoCash to be able to register for the EcoSure Personal Accident Cover.
- 2.3 A Customer must be registered on EcoSure Funeral Cover or any other product as may be advised by the Insurer.
- 2.4 In order to qualify for EcoSure Personal Accident Cover, a Customer will need to confirm the following information which will be extracted from the existing EcoCash database:
  - i. Full name and surname;
  - ii. Identity number;
  - iii. Gender; and
  - iv. Date of birth.
- 2.5 To ensure continued Cover and ease of premium payments, on registration, a Customer may select to have automatic deductions of monthly Premiums (Auto Debit) from the Insured's EcoCash wallet. An Auto Debit ensures that the Insured does not skip a payment leading to the Policy lapsing. By completing the registration process, the Customer authorizes the Insurer to auto debit their EcoCash Wallet for the first Premium and monthly thereafter, during the stipulated collection periods. The Insured may select to opt out from Auto Debit of Premiums and shall be required to make manual payments via the EcoSure short code, \*900#, to ensure that Premium payments are up to date. Should there be no Premium paid by the 10th day of the month, under any circumstances, the Policy

lapses as per section 6 of these terms and conditions.

### **3.0 POLICY COMMENCEMENT DATE AND DURATION**

- 3.1 The EcoSure Personal Accident Cover is effective as of the Policy Commencement Date.
- 3.2 The Policy Commencement Date is calculated as follows:
  - i. If a Customer registers between the 1<sup>st</sup> day of the month and the 10<sup>th</sup> day of the month (inclusive), the Policy Commencement Date shall be a date in that same month on which the first Premium is successfully deducted from Customer's EcoCash Wallet.
  - ii. If the Customer registers between the 11<sup>th</sup> day of the month and the end of that month, the Policy Commencement Date will be the 1<sup>st</sup> day of the following month.
- 3.3 The first Premium shall be automatically deducted from Customer's EcoCash Wallet upon registration.
- 3.4 Following the first Premium payment, the Premium payment date shall fall on the 1<sup>st</sup> day of each month.
- 3.5 Cover lasts for one calendar month from each Premium Payment Date.
- 3.6 The Policy is renewable by monthly debit from the Insured's EcoCash Wallet or any other means as agreed upon with the Insurer.
- 3.7 An insured may cancel the Policy by giving 30 days' notice at an Econet Service Centre with proof of identification.
- 3.8 The Policy is terminated on the death of the Insured, cancellation by the Insured, lapse of Cover and/ or any other arrangement agreed between the Insured and the Insurer.

### **4.0 POLICY PACKAGES, BENEFIT AND PREMIUM**

- 4.1 The EcoSure Personal Accident benefit will cover the following:
  - Death by Accident; and
  - Accidental Disability
- 4.2 EcoSure Personal Accident is a rider to the EcoSure Funeral Cover therefore the benefit paid on this policy are an addition to the benefits paid on the main EcoSure Funeral Cover policy.
- 4.3 The benefits and premiums are as follows:

Additional Monthly Premium	\$75
Additional Death Benefit	\$750,000
Disability Benefit	\$750,000

- 4.4 The monthly benefits can be paid as 24 equal instalments or as a lump subject to agreement between the insured and the insurer.

### **5.0 PREMIUM PAYMENT**

- 5.1 Benefits will be on Death by Accident or Accidental Disability provided the Premiums are paid in accordance with the rules below:
  - i. The first Premium is due upon registration, while the Premiums that follow thereafter are due on the 1<sup>st</sup> day of each month.
  - ii. Premiums will be paid via the EcoCash Wallet and EcoCash transaction charges will apply.
  - iii. The exact outstanding Premium amount must be paid. Part payments are not possible.
  - iv. There will be no Claim settlement if the Policy has lapsed.

### **6.0 LAPSE AND REVIVAL OF COVER**

- 6.1 The Policy will lapse on the 10th day after the Premium Due Date if the Premium is not paid by the aforesaid date.
- 6.2 A lapsed Policy can be re-instated upon payment of the Premium. Where a Policy is reinstated no claim shall be paid for death by natural causes for each month the Policy was lapsed up to a maximum of three months following the

reinstatement of the Policy.

6.3 The Policy shall not have a surrender value.

## **7.0 NOTICE PERIOD FOR PREMIUM INCREASE**

7.1 Sixty (60) days' notice will be given by the Insurer for any increases in Premium.

## **8.0 MISREPRESENTATION AND FRAUD**

- 8.1 Any misrepresentation or non-disclosure of a Material Fact by the Insured may result in the Policy being cancelled, a claim rejected or the Policy being voided from inception without any refund of Premiums.
- 8.2 Any fraudulent act used to obtain any benefit by a Beneficiary under the Policy may render the Policy cancelled or void from inception and any claim or Premiums paid in such event will be forfeited.

## **9.0 CHANGES IN THE POLICY**

- 9.1 Any changes to the Policy must be done at an Econet Service Centre with proof of identification
- 9.2 Such changes are limited to:
  - i. Change of mobile number; and
  - ii. Corrections of any personal details on the Policy
- 9.3 There can be no change in the identity of the Insured on a given Policy other than official changes in name in accordance to the Zimbabwean laws.
- 9.4 A cancelled Policy can never be reinstated. An applicant will have to make a new application for a new Policy.

## **10.0 BENEFICIARY**

- 10.1 An Insured can only appoint two (2) Beneficiaries. A Principal Beneficiary who shall receive the death benefit upon the Insured's death and an Alternate Beneficiary who is the second choice person the Insured nominates to receive the benefits of the Policy in the event that the Principal Beneficiary is incapacitated or has died..
- 10.2 The Beneficiary could be:
  - i. An individual;
  - ii. A Funeral Service Provider; or
  - iii. A Burial Society.
- 10.3 No provision in any will or testament will have the effect of varying the Beneficiary appointed in the Policy.
- 10.4 If the Principal Beneficiary has died the death benefit will be paid to the Alternate Beneficiary selected by the Insured.
- 10.5 If both Principal and Alternate Beneficiaries have died or where the Insured did not appoint any Beneficiary the death benefit will be paid to the Insured's surviving spouse on submission of a Marriage Certificate and ID.
- 10.6 If the Insured does not have a surviving spouse the death benefit will be paid to a beneficiary nominated by three relatives after submission of IDs with the same surname as the Insured.
- 10.7 If the Beneficiary selected is an Individual and is under the age of 18 the proceeds of the claim will be paid to the minor's guardian.

## **11.0 INDEMNITY**

- 11.1 Upon the death of the Insured, the Insurer will pay the amounts stated in clause 4 to a Beneficiary, but subject to the Exclusions in 1.1 and conditions contained herein.
- 11.2 If the Insurer claims that the payment is not due and payable by virtue of the Exclusions or non-compliance with any of the terms and conditions stated herein, onus shall be on the Beneficiary to prove the contrary.

## **12.0 DEATH CLAIMS PROCEDURE**

- 12.1 Claims must be presented as soon as possible from the date of any Insured's death. Claims will be paid into the Beneficiary's EcoCash wallet.
- 12.2 Claims will be submitted through Econet Service Centre's and EcoSure Agents.
- 12.3 The Insurer must be notified that a Claim is being made as soon as reasonably possible after the death of the

Insured but in any event no later than 180 days from date of death.

12.4 In addition to a fully completed EcoSure Death Claim form, certified copies of the following documents must be provided at an Econet Service Centre and/or an EcoSure Agent:

- i. Death Certificate, Burial Order or Order to Bury or Affidavit from the Chief confirming the death of the deceased.
- ii. ID copies of Claimant and two (2) witnesses with at least two bearing the same surname as that of the deceased
- iii. A police report of the accident

12.5 Upon receipt of the claim, the Insurer will review the authenticity of the documents received and status of the Insured before a Claim is approved or rejected.

12.6 Pay outs to the Beneficiary will be by EcoCash.

12.7 Where a death certificate has not been submitted with the initial Claim, it MUST be submitted to the Insurer within 180 days from date of death.

### **13.0 DISABILITY CLAIMS PROCEDURE**

13.1 Benefits shall be payable for Accidental Disability as assessed by the Insurer.

13.2 Claims are submitted directly to Econet Life.

13.3 Disability shall be as defined in 1.1 above.

13.4 Following the Disability, a Policyholder must seek medical assistance from a qualified Independent Medical Officer. Failure to seek such assistance, or follow any advice or course of treatment recommended, could preclude the Insurer from considering a claim under this Policy.

13.5 The Insurer will be reassessing the disability of the Policyholder every two years from the date of confirmation of disability or the last assessment.

13.6 There will be no Claims settled if the Policy has lapsed.

13.7 Econet Life must be notified that a Claim is being made as soon as reasonably possible of confirmation of the disability by the Independent Medical Officer, but in any event no later than 60 days from date of confirmation of disability.

13.8 The following documents must be submitted to Econet Life:

- Medical report from at least two qualified medical doctors; and
- Completed Claim Form
- ID of the policyholder
- ID of claimant, if different from the policyholder.
- A police report of the accident

13.9 The Insurer may appoint an independent Medical Officer to verify the validity of the Claim.

13.10 The Insurer reserves the right to call for any additional documentation as may be required from time-to-time to validate the information provided and the Policyholder or Beneficiary shall supply in writing at his/her own cost any reasonable information that the Insurer may request

13.11 The Insurer may at any time demand proof of continuance of disability, including a medical examination by an independent Medical Officer.

13.12 Monthly School Fees and Medical Aid Subscriptions are paid to the respective school(s) or medical aid provider. Monthly grocery benefits are paid to the EcoCash account policyholder or appointed beneficiary.

13.13 The disability benefit shall be paid on condition that a three (3) month period of continuous disablement has elapsed

13.14 If a benefit is paid on disability, no other benefits is payable in the event that they die due to any cause.

### **14.0 REPUDIATION OF CLAIMS, CONFLICT & DISPUTE**

14.1 In the event of a repudiation by the Insurer of a claim or portion of a Claim hereunder, (and after receiving a written objection from the Beneficiary within thirty (30) days after such repudiation) the decision shall be reviewed by an Appraiser. The Appraiser's view will not be binding on the Insurer, but may serve as a basis for a

reappraisal of the decision to repudiate.

- 14.2 In the event of the Beneficiary not agreeing with the Insurer's reappraisal, the Beneficiary will notify the Insurer in writing within thirty (30) days.
- 14.3 Thereafter the matter shall be referred to arbitration by the Insurer in terms of the relevant legislation, within a period of 60 (sixty) days.

## **15.0 COMMUNICATIONS**

- 15.1 The Insurer is entitled to address any written communication in the manner it deems most expedient by SMS and through other means such as the EcoSure website ([www.ecosure.co.zw](http://www.ecosure.co.zw)) and/or e-mail where applicable.

## **16.0 LIMIT OF INDEMNITY**

- 16.1 Any Claim brought as a result of the EcoSure Personal Accident Cover for whatever reason shall be limited to the benefit the Insured is entitled to in terms of their Policy and these terms and conditions.
- 16.2 The Insured may benefit from EcoSure Personal Accident Cover as long as the Insurer continues to offer the EcoSure Personal Accident Cover to the Insured. Any Claims made after the discontinuance of EcoSure Personal Accident Cover for whatever reason shall not be valid. The Insurer shall pay-out all Claims that meet the terms and conditions and are submitted no later than 180 days after discontinuance of EcoSure Personal Accident Cover.

## **17.0 WHOLE AGREEMENT**

- 17.1 These Terms and Conditions, shall constitute the sole agreement between the Insurer and the Insured.
- 17.2 No contrary representations or agreement to amend the Terms and Conditions shall be of any force or effect unless reduced to writing and signed by someone specifically authorized thereto in writing by the Insurer.