

**BSP Life (Fiji) Limited**

**General Terms and Conditions**

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# 1. Introduction

## 1.1 Importance

This Policy explains how your life insurance cover works. It is important that you read the following pages carefully in order to understand this contract.

## 1.2 Free Look Period

Provided no claims have been made on this Policy, the Policy Owner may, within 28 days after receiving this Policy (or having been deemed to have received this Policy), advise BSP Life in Writing of its intention to cancel the Policy from inception. BSP Life will cancel the Policy and refund all premiums received in respect of the Policy and no benefits will be payable under the Policy.

## 1.3 Proposal, Declaration and Personal Statements

BSP Life relies on the truth of the statements made in the Proposal, declaration and any personal statements made in connection with this Policy. This Policy may be voided at the option of BSP Life at any time if either the Proposal or any statement or declarations made by the Policy Owner or the Life Insured which form the basis of this Policy are found to be untrue or if any material fact affecting the nature of the risk is not disclosed to BSP Life. If BSP Life elects to void the Policy, all premiums and benefits may be forfeited.

## 1.4 Policy

This document:

- (a) contains the General Terms and Conditions applicable to your BSP Life Policy
- (b) sets out information relevant to your Policy and must be read in conjunction with your Policy Schedule and the Rider Benefit Terms (if applicable) which also form part of this Policy, and
- (c) must also be read in conjunction with subsequent information that BSP Life may release regarding changes to the Policy.

All provisions and Endorsements contained in this Policy, together with those which may subsequently be made, shall be deemed to be part of the Policy.

## 1.5 Benefits

In return for payment of the premium and compliance with the terms and conditions of this Policy, BSP Life will provide the benefits specified in the Policy Schedule.

## 1.6 Currency

All premiums and benefits payable under this Policy, either to us or by us, are payable in Fiji currency.

## 1.7 Important Information

- (a) To be eligible for cover, the Policy Owner or Insured(s) must be a:
  - (i) Fiji citizen, or
  - (ii) holder of a Fiji resident visa, or
  - (iii) non-Fiji citizen holding a work permit with a minimum term of three (3) yearsat Commencement Date.
- (b) The Sum Insured provided under each benefit is highlighted in the Policy Schedule. It is also important to note that the Sum Insured for some benefits may vary during the Benefit Term.
- (c) BSP Life will not admit claims nor will it accept claims arising out of the circumstances set out in Part 6, these are specifically excluded. It is important to become familiar with these Exclusions to avoid any disappointment at claim time. Specific exclusions also apply to each Rider Benefit; these are specified in the relevant Rider Benefit Terms.
- (d) This Policy participates in the profits of the Participating Business of BSP Life's Statutory Fund No 1. At least 80% of the profits will be allocated to the participating fund. Distributions from profits are made annually in the form of bonuses. Once bonuses are declared, they form a part of the guaranteed benefits of this Policy.

## 1.8 Claims

The Policy Owner, the Insured(s) and Beneficiary agree to comply with a number of important obligations in order for any claim to be considered under this Policy. These are detailed in Part 5. If in doubt, it is best to contact BSP Life for advice.

## 1.9 Contact Details

Our contact details are as follows:

Ground Floor, BSP Life Centre, Thomson Street, Suva  
BSP Life, Private Mail Bag, Suva  
Call Centre: 132 700 Telephone: 331 7000 Facsimile: 330 8340  
Email Address: [CustomerServices@bsplife.com.fj](mailto:CustomerServices@bsplife.com.fj)  
Website Address: [www.bsplife.com.fj](http://www.bsplife.com.fj)

**BSP Life (Fiji) Limited**

Specimen

## 2. Definitions and Interpretation

### 2.1 Definitions

In this Policy, unless the context otherwise requires:

**Accidental Death** means death occurring directly and independently of all other causes from bodily injuries effected solely through external, violent and unintentional means as evidenced, except in the case of drowning or of internal injuries revealed by an autopsy, by a visible contusion on the exterior of the body. This also includes death through murder, battery and assault.

**Act** means the Insurance Act 1998.

**Base Cover** means the base plan as specified in the Policy Schedule.

**Beneficiary** means the person or persons (if any) designated by the Policy Owner to receive the Death Benefit subject to the Policy terms and conditions.

**Benefit Term** means the period for which cover will be provided for the Rider Benefits as specified in the Policy Schedule.

**BSP Life/We/Us/Ours** means or is a reference to BSP Life (Fiji) Limited.

**Cash Value** means the value which accrues to the Policy if it is terminated prior to Maturity Date. The Cash Value is not guaranteed and may be less than the total of premiums paid.

**Commencement Date** means the date that the insurance cover provided under this Policy begins, being the date specified in the Policy Schedule.

**Death Benefit** means the greater of the Sum Insured or total premiums received for the Base Cover less total Survival Benefits paid, plus declared bonuses and payable in accordance with Part 3.3 on the death of the Life Insured during the Policy Term.

**Endorsement** means the special conditions added to the Policy.

**Exclusions** mean conditions, situations or events that are not covered by this Policy specified in Part 6. Exclusions specific to the Rider Benefits are set out in the Rider Benefit Terms.

**General Terms and Conditions** means these terms and conditions which form part of the Policy.

**Grace Period** means the 30 day period from the date premiums are due.

**Insured(s)** means the Life Insured and Second Life Insured or Waiver Life.

**Level Premium** means that the premiums applicable to the relevant Rider Benefits remain the same over the Benefit Term however the Sum Insured reduces at each Policy Anniversary Date.

**Life Insured** means the life insured for the Base Cover specified as the First Life Insured in the Policy Schedule.

**Maturity Benefit** means the Sum Insured for the Base Cover as shown in the Policy Schedule plus declared bonuses (if any) and payable in accordance with Part 3.2 on the Maturity Date provided that the Life Insured is alive. This does not include Survival Benefits.

**Maturity Date** means the date specified as such in the Policy Schedule being the date that the Policy expires.

**Paid Up** means a Policy for which no further premiums are required to be made to maintain cover however the Sum Insured for the Base Cover will reduce.

**Premium Debt** means the premiums outstanding on the Policy plus applicable interest.

**Premium Payment Term** means the number of years during which premiums are payable under the Policy as specified in the Policy Schedule.

**Proposal** means the application form and any personal statements made by the Policy Owner and the Insured(s).

**Policy** means the contract of insurance between BSP Life and the Policy Owner. This Policy is made up of the Proposal, these General Terms and Conditions, the Policy Schedule, the Rider Benefit Terms (if applicable), any Endorsements made to the Policy, any nomination of Beneficiary made by the Policy Owner together with any change which may be made to this Policy subsequent to Commencement Date.

**Policy Anniversary Date** means the same day and month as the Commencement Date in each subsequent calendar year.

**Policy Debt** means the aggregate of Premium Debts, Policy Loans plus any other amount that the Policy Owner owes to BSP Life under the Policy, including any accrued interest.

**Policy Owner/You/Yours** means or is a reference to the person or entity in whose name the Policy is issued and who is responsible for premium payments as specified in the Policy Schedule.

**Policy Schedule** means the schedule issued by BSP Life to the Policy Owner which details key information in respect of the Policy including but not limited to the Policy Number, Commencement Date, Maturity Date, the names of the Insured(s), the Base Cover and Rider Benefits applicable under the Policy and Endorsements (if any).

**Policy Term** means the period from Commencement Date to Maturity Date applicable to the Base Cover provided the Policy remains in force.

**Rider Benefits** means those additional benefits which the Policy Owner has chosen. These apply to the Policy, if listed in the Policy Schedule.

**Rider Benefit Terms** means the terms and conditions which apply to the Rider Benefits, as attached to this Policy.

**Reform Act** means the Insurance Law Reform Act 1996.

**Reinstatement** means that a Policy can resume coverage after being lapsed following non-payment of premium provided that the Policy Owner satisfies the conditions specified in Part 4.12 of this Policy.

**Reversionary Bonus** means the value which may be added to the Maturity and Death Benefits based on the financial performance of BSP Life. This bonus is discretionary and declaration is not guaranteed. However if declared it is guaranteed and is payable on the Maturity Date or upon the death of the Life Insured.

**Second Life Insured** means the person named as such in the Policy Schedule.

**Stepped Premium** means that premiums applicable to the relevant Rider Benefit increase at each Policy Anniversary Date however the Sum Insured remains the same throughout the Benefit Term.

**Sum Insured** means the amount shown as payable for each benefit, as specified in the Policy Schedule, in the event of a valid claim.

**Survival Benefit** means the amount shown in the Policy Schedule and payable in accordance with Part 3.1.

**Terminal Illness** means an advanced stage of a disease with an unfavourable prognosis and no known cure, likely to result in death in six months or less.

**Waiver Life** means the person specified as such in the Policy Schedule.

**Writing** means the form of communication sent in relation to this Policy whether handwritten, typed or emailed and delivered to the recipient, in accordance with the provisions of Part 4.14. In certain instances, emailed or faxed instructions will not suffice and BSP Life may require that the Policy Owner or claimant provide it with an original completed document or form.

## 2.2 Interpretation

Unless the context requires otherwise, in this Policy:

- (a) the singular includes the plural and conversely
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning
- (c) a reference to 'includes' or 'including' means 'includes, but is not limited to,' or 'including, without limitation,' respectively, and
- (d) headings are for convenience only and shall not affect the interpretation of this Policy.

Death Benefit will be calculated based on the greater of the reduced Sum Insured and corresponding bonuses or total premiums received for the Base Cover less total benefits paid.

### **3. Base Cover Benefit**

#### **3.1 Survival Benefit**

- (a) Subject to the terms and conditions stated in this Policy, BSP Life will pay the Survival Benefits on the dates specified in the Policy Schedule provided the Life Insured is alive on the applicable benefit payment date. Any Policy Debts will be deducted from this amount before it is paid out. Survival Benefits do not attract bonuses.
- (b) If the Policy is still in force following a claim payment for a Rider Benefit within the Premium Payment Term, then any outstanding Survival Benefit will be calculated from the initial Survival Benefit multiplied by the number of complete years for which premiums have been paid divided by the Premium Payment Term.

#### **3.2 Maturity**

- (a) Subject to the terms and conditions stated in this Policy, the Maturity Benefit becomes payable on the Maturity Date provided the Life Insured is still alive. Any Policy Debts will be deducted from this amount before it is paid out. The Policy Owner's receipt of this benefit will discharge BSP Life from any further liability under this Policy.
- (b) If the Sum Insured and the declared bonuses for the Base Cover reduces following a claim payment for a Rider Benefit, the Maturity Benefit will be calculated based on the reduced Sum Insured and corresponding bonuses.

#### **3.3 Death Benefit**

- (a) Subject to the terms and conditions stated in this Policy, if the Life Insured dies while this Policy is in force, BSP Life will pay the Death Benefit. Any Policy Debts will be deducted from this amount before it is paid out. The Death Benefit is payable to either the Policy Owner or if the Policy Owner is the same as the Life Insured, then to the nominated Beneficiaries (if applicable), otherwise to either of their legal personal representatives or any person BSP Life is authorised to pay under the Act or the Reform Act.
- (b) If the Sum Insured and the declared bonuses for the Base Cover reduces following a claim payment for a Rider Benefit, then the

#### **3.4 Bereavement Support Benefit**

- (a) Subject to the terms and conditions stated in this Policy, BSP Life will pay the lesser of \$3,000 or 10% of the Sum Insured for the Base Cover and Term Life Rider Benefit less any Policy Debts (if any) as a Bereavement Support Benefit. The Policy will need to be in force for a minimum period of three (3) consecutive years and three (3) years premiums must have been paid in full for this benefit to apply. The balance will only be paid if the Policy terms and conditions are satisfied. This is only applicable to the Life Insured and Second Life Insured, not the Waiver Life.
- (b) In order to pay this benefit, BSP Life will require medical evidence as to the cause and date of death. This benefit is not payable if death occurs as a result of an event or circumstance listed in the Exclusions section or if there is reasonable doubt about whether the Death Benefit will become payable.
- (c) If BSP Life determines that this Bereavement Support Benefit is payable, it will be paid to either the Policy Owner or if the Policy Owner is the same as the Life Insured, then to the nominated Beneficiaries (if applicable), otherwise to the legal personal representative of the relevant Insured's estate, within two (2) business days of receipt of all required documents.
- (d) The Death Benefit will be reduced by the amount paid under this benefit. The payment of this benefit is not an admission of liability and we reserve the right to recover the amount paid if the insurance claim is subsequently denied.

#### **3.5 Terminal Illness Benefit**

##### **3.5.1 Benefit**

- (a) Subject to the terms and conditions stated in this Policy, BSP Life will advance a portion of the Death Benefit if the Life Insured is found to suffer a Terminal Illness during the Policy Term. The amount payable is equivalent to 50% of the Sum Insured and declared bonuses (if any) for the Base Cover. This benefit only applies if the Policy has been in force for two (2) consecutive years and two (2) years premiums have been paid in full.

- (b) Upon payment of this benefit:
- (i) Survival Benefits continue to be paid when due based on the original Sum Insured for the Base Cover
  - (ii) the Maturity Benefit will be paid when due, based on the reduced Sum Insured and reduced declared bonuses (if any) for the Base Cover
  - (iii) the Death Benefit and declared bonuses (if any) each reduce by half, and future bonuses (if declared) will be based on the reduced Sum Insured and reduced declared bonuses.

#### 3.5.2 Verification

Before any payment is made, BSP Life will require a written statement as soon as reasonably possible from one of BSP Life's approved specialist medical practitioners stating the disease and certifying that the disease suffered is incurable and that the Insured is not expected to live for more than six months.

#### 3.5.3 Premium

The full premiums based on the original Sum Insured for the Base Cover will continue to be payable when due, following payment of this benefit. In the event premiums are not paid, outstanding premiums accrue as a debt on the Policy in the normal way.

#### 3.5.4 Cessation of Rider Benefits

All Rider Benefits attached to the Policy, except for the Term Life benefit and riders for the Second Life Insured (if applicable), shall cease on the payment of this benefit.

### 3.6 Payment

Payment of any claim or benefit under this Policy is subject to BSP Life's claim requirements being met.

### 3.7 Cessation of Policy

Notwithstanding any other provisions in this Policy or the Rider Benefit Terms, the Policy commences on the Commencement Date and shall cease automatically on the earliest of the following dates:

- (a) BSP Life receives a request from the Policy Owner requesting cancellation of the Policy as provided for in Part 1.2 or Part 4.11
- (b) the death of the Life Insured prior to the Maturity Date
- (c) the Maturity Date
- (d) the date the Policy is surrendered
- (e) the date the Policy lapses due to non-payment of premiums as specified in Part 4.6 of this Policy, and
- (f) payment by BSP Life of any Rider Benefit that triggers termination of this Policy.

## 4. General

### 4.1 Application

- (a) To apply for cover under this Policy, the Policy Owner and Insured(s) must complete a Proposal. BSP Life relies on the information provided in the Proposal in deciding whether or not to accept the Proposal and issue cover.
- (b) BSP Life may refuse to provide cover without giving any reason for such refusal. BSP Life may also decide at its sole discretion whether to apply Endorsements to the Policy.
- (c) The Proposal and any other information provided to BSP Life, at the time of application will form the basis of the contract with BSP Life. If the Proposal omits or contains materially incorrect or incomplete facts, or if any material fact affecting the nature of the risk is not disclosed to BSP Life by the Policy Owner or the Insured(s), BSP Life reserves the right to declare the Policy void. If BSP Life voids the Policy, all premiums and benefits may be forfeited.

### 4.2 Effective Period of Insurance

Subject to this Policy being voided, surrendered, lapsed, cancelled or terminated following a claim payment at any time prior to Maturity Date (as provided for in this Policy), this Policy shall commence on the Commencement Date and end on the Maturity Date as shown in the Policy Schedule.

### 4.3 Worldwide Cover

This Policy provides cover worldwide subject to the Exclusions set out in Part 6.

### 4.4 Policy Owner's Entitlements

During the Policy Term, the Policy Owner may:

- (i) name or change the Beneficiary
- (ii) include or remove any Rider Benefit attached to this Policy
- (iii) change the frequency of premium payments to annual, quarterly, monthly or fortnightly or the type of premium option applicable to any Rider Benefit from Stepped Premium to Level Premium. Specific conditions are set out in the relevant Rider Benefit Terms

- (iv) cancel this Policy prior to Maturity Date
- (v) surrender, withdraw and borrow money from this Policy where there is sufficient Cash Value on the Policy
- (vi) assign this Policy
- (vii) apply for Reinstatement, and
- (viii) change his/her contact details

provided that where relevant, the change requested will not be effected unless such change is confirmed by BSP Life in Writing.

### 4.5 Assignment

This provision permits the Policy Owner to assign this Policy to a third party subject to the Policy Owner's compliance with BSP Life's requirements and the Act. Any assignment will not be effective until BSP Life evidences such change.

### 4.6 Premium Payments

- (a) Premiums must be paid within the Grace Period. If not, BSP Life may charge compound interest on the unpaid portion of any premium provided that:
  - (i) if there is a default in the payment of any premium before this Policy has been in force for three (3) years and three (3) years premiums have been paid in full, this Policy will lapse and is treated as forfeited at the end of the Grace Period. No claims are then payable on this Policy.
  - (ii) if there is a default in the payment of any premium after this Policy has been in force for three (3) years and three (3) years premiums have been paid in full, the premium will be advanced from the Cash Value and included as a Policy Debt. The Policy will continue until its Cash Value, after deduction of any Policy Debt, is insufficient to:
    - pay one quarterly premium computed according to the mode adopted by BSP Life or



- if the premium is payable more frequently than quarterly, shall become insufficient to pay one premium.

When this occurs, the Policy will be forfeited at the end of the Grace Period if the Cash Value is insufficient to pay Premium Debts. No claims are then payable on this Policy.

- (iii) The Policy Owner may change the frequency for premium payments. If such arrangements have not been made and the appropriate premium has not been paid within the Grace Period, the provisions in (a) shall apply.
- (iv) The premiums for the Rider Benefits are not guaranteed and may change if we review our premium rates and apply any changes to all similar policies. Any change to the premium rates will be effected after giving the Policy Owner at least thirty (30) days notice of the revised premium.

#### 4.7 Bonus Provisions

Each year a distribution from profits may be made to participating policies as a Reversionary Bonus and is payable as set out in this Policy. The bonus rate will vary from year to year and is not guaranteed, however once a Reversionary Bonus is declared, it is then guaranteed. The Policy Owner may elect a form or combination of bonus options as set out below:

- (i) accumulation of the Reversionary Bonus, which is the default option.
- (ii) receive the Cash Value of bonuses as cash payments provided the Policy has been in force for five (5) consecutive years and five (5) years premiums have been fully paid.
- (iii) apply bonuses to offset all future premiums provided that there is sufficient Cash Value bonuses available to effect this.

Note that the Cash Value of a bonus is not guaranteed and will be less than the face value particularly in the early years of the Policy.

#### 4.8 Paid Up Provisions

- (a) Provided this Policy has a Cash Value and the Policy is in force the Policy Owner may elect to make the Policy Paid up for a reduced Sum Insured. The options are:

- (i) apply the Cash Value less any Policy Debts to offset all future premiums provided the Policy has been in force for three (3) consecutive years from Commencement Date and three (3) years premiums have been paid in full and has acquired sufficient Cash Value to enable the Policy to be Paid Up. The Policy after being Paid Up will continue to attract bonuses on the reduced Sum Insured and all Rider Benefits attached to this Policy shall cease.

- (ii) use the Cash Value less any Policy Debts to purchase a Paid Up term life policy, with the same Sum Insured as the original Sum Insured. The option changes the cover to a Paid Up term insurance and the length of the term is dependent on the amount of the Cash Value. During the extended term, the Life Insured is only covered for death. All Rider Benefits attached to this Policy shall cease once this option is exercised. If the Cash Value is more than the premium which would for a Paid Up term life policy, the difference will be refunded to the Policy Owner.

- (b) If any premiums remain outstanding at the end of the Grace Period and the Policy has not been surrendered, BSP Life will use the Cash Value to offset any Premium Debts.

#### 4.9 Surrender

- (a) At any time before Maturity Date, the Policy Owner may request to surrender of the Policy. The Policy Owner will then receive the Cash Value less Policy Debts (if any). This is only available if the Policy has been in force for three (3) consecutive years from Commencement Date and three (3) years premiums have been paid in full.
- (b) Once the Policy is surrendered, the Policy terminates and BSP Life will have no further liability under this Policy.
- (c) The Cash Value on surrender is not guaranteed and may be less than the total of premiums paid on the Policy.

#### 4.10 Loans against the Policy

- (a) If the Policy is in force, the Policy Owner may apply for a Policy Loan, subject to the following terms:
- (i) the Policy must have been in force for three (3) consecutive years and the premiums for these three (3) years must have been paid in full.
  - (ii) compound interest as determined by BSP Life will be payable on the balance of the Policy Loan. Currently the interest rate which applies is 12.5% per annum. BSP Life may change the interest rate applicable after giving the Policy Owner at least thirty (30) days' notice of the revised interest charge.
  - (iii) the Policy Owner may repay all or part of the outstanding loan amount at any time.
- (b) The minimum amount of the loan is \$100. The maximum can be up to 75% of the Cash Value less any Policy Debt or the Cash Value of the Policy less 6 months' premiums, whichever is less.
- (c) Any outstanding Policy Debt will be deducted from any Policy payout at the time of payment.

#### 4.11 Cancellation

If the Policy Owner seeks to cancel the Policy, notice of the intention to cancel the Policy must be provided to BSP Life in Writing. All premiums and benefits will be forfeited as a result unless the Policy is surrendered as provided in Part 4.9.

#### 4.12 Reinstatement

- (a) If the Policy lapses following non-payment of premium, the Policy Owner may request for the Reinstatement within five (5) years from the due date of the premium in default provided the Policy was not surrendered and all the following conditions are met:
- (i) the request is submitted in Writing to BSP Life
  - (ii) evidence of the Insured(s) health status is provided to BSP Life

- (iii) the amount of any overdue premium as determined by BSP Life must be paid to it, and
- (iv) any Policy Debt as at the date of lapse is repaid, or reinstated with interest.

- (b) BSP Life may refuse your Reinstatement application at its sole discretion without providing any reason for its decision.
- (c) If the Reinstatement application is approved, no cover is provided for the period starting on the date the Policy lapsed up to the date of Reinstatement.

#### 4.13 Death of the Policy Owner

If the Policy Owner dies during the Policy Term, ownership of the Policy shall be transferred as provided for in the Act.

#### 4.14 Notices

Unless otherwise advised, BSP Life will send all notices or other communication required to be sent by it relating to this Policy to the Policy Owner at its, his or her last known postal address and such notice shall be considered to have been delivered three (3) days after having been posted. If notices are sent by email or fax, such notice will be deemed to be delivered 24 hours after having been sent to the email or facsimile address provided by the Policy Owner. It is important that the Policy Owner immediately notify BSP Life of any change of postal, residential, email or facsimile address.

#### 4.15 Government taxes and charges

The Policy Owner is responsible for any Government tax and charge that BSP Life may incur in relation to the issue of this Policy, which is not included in the premium rates which may apply at Commencement Date. Therefore, if there is any change in Fiji's tax laws or in its interpretation occurring after Commencement Date which may affect BSP Life's liability to pay taxes or the tax treatment of premiums or claims, then BSP Life, may on a reasonable basis, change the provisions of the Policy in whatever way it believes appropriate, to reflect the additional tax burden or relief.

#### 4.16 Representations

No agent of BSP Life is authorised to make representations inconsistent with this Policy.

#### **4.17 Privacy**

- (a) BSP Life's Privacy Policy protects personal information of any kind, including information about the Policy Owner and Insured(s). This information primarily obtained from the Proposal or claim form will be used to consider eligibility for cover or to investigate and process claims. This information will be treated with strict confidence. Personal contact information may also be used for administration or for marketing, research or promotion purposes by companies within the BSP Life Group.
- (b) BSP Life may also collect or provide information about the Policy Owner or Insured(s) to or from medical authorities, advisors, contractors, suppliers, health service providers and other business partners.
- (c) BSP Life may also record and store telephone calls to and from the Policy Owner or Insured(s) to assist it with evidence in a dispute, quality control or staff training.
- (d) Each Policy Owner and Insured authorises this collection and disclosure of such information to such parties for any of the above purposes.

#### **4.18 Jurisdiction**

This Policy and all rights, obligations and liabilities arising shall be construed, determined and enforced in accordance with the laws of the Republic of Fiji and the Fiji court shall have exclusive jurisdiction hereto. Any legal proceedings against BSP Life in relation to this Policy must be done under the laws of Fiji and carried out in Fiji.

## 5 Claim Information

### 5.1 Payment of Benefits

- (a) During the lifetime of the Life Insured, all Survival Benefits and Maturity Benefits payable under the Policy will be paid to the Policy Owner otherwise in accordance with Part 4.13.
- (b) If the Life Insured dies, the Death Benefit will be payable to the Policy Owner or if the Policy Owner is the same as the Life Insured, then to the nominated Beneficiaries (if applicable), otherwise to either of their legal personal representatives or any person BSP Life is authorised to pay under the Act or the Reform Act, within two business days of receipt of all required documents.

### 5.2 Claim requirements

BSP Life requires written notification of the Life Insured(s) death as soon as practicable and proof of claim to its satisfaction must be provided before the payment of any Death Benefit. This includes but is not limited to the following:

- (i) this Policy document (therefore it is important that this document be properly safeguarded)
- (ii) certified proof of identity
- (iii) certified true copies of the relevant death certificate confirming the date and time of death of the Life Insured
- (iv) properly completed claim form
- (v) evidence of entitlement to receive payment of the benefits under this Policy
- (vi) any release reasonably required by BSP Life, and
- (vii) any other information BSP Life may reasonably require to consider the claim including but not limited to the Insured(s) medical history, business or personal income and expenses, activities and other insurance policies and claims.

The payment of the Death Benefit to the person or persons providing evidence of entitlement to such benefit shall be conclusive evidence that the BSP Life has duly satisfied all such claims under the Policy.

### 5.3 Reasonable assistance

The Insured(s), the Policy Owner, Beneficiary or any legal representative of the aforementioned must provide BSP Life with full information and any reasonable assistance BSP Life requires in evaluating the cause and value of any claim and promptly deliver to BSP Life any relevant letters, reports and notices that come into its possession. If the Insured(s), Policy Owner, Beneficiary or their legal personal representatives fail to assist BSP Life or do not abide by the terms of this Policy, BSP Life may reduce or refuse to pay the claim and may be entitled to recover from the Policy any monies paid under a claim.

### 5.4 Misstatement of Age or Gender

This Policy is issued in accordance with the age and gender of the Insured(s) as shown in the Policy Schedule and the Proposal. Subject to BSP Life's rights in the case of fraud, if the Insured's age or gender is misstated, the amount payable under this Policy including any Rider Benefits shall be adjusted to account for the premiums which would have been paid had the Insured's correct age and gender been provided.

Where the Insured would not have satisfied BSP Life's eligibility requirements on the basis of the age and gender, BSP Life retains the right to declare the Policy and Rider Benefit Terms (if any) void and BSP Life's liability will be limited to the return of premiums paid less any Policy Debt. BSP Life retains the right to require proof of the Insured(s) age at the time of processing any claim or payment under any benefit of the Policy.

### 5.5 Fraudulent claims

Any information provided by the Insured(s), the Policy Owner, Beneficiary or any legal representative of the aforementioned when a claim is made must be true, correct and complete. If any such information given to BSP Life is untrue, incorrect or incomplete or the claimant does not advise BSP Life of any information that it knows may have a relevance to the claim, then in such cases BSP Life may decline the claim and cancel the Policy as per its rights under the Reform Act. If BSP Life has already paid the claim, BSP Life can recover from recipient of the claim, any amounts paid and any premiums paid under the Policy may be retained by it.

5.6 **Dispute resolution**

Any dispute or disagreement must be lodged in Writing by the Policy Owner and addressed to BSP Life's Customer Care department at the address below. Any relevant or additional information must be included to support a review.

Customer Care, Level 7, BSP Life Centre, Thomson Street, Suva  
Private Mail Bag, BSP Life, Suva  
Call Centre: 132 700 Telephone: 331 7000 Facsimile: 330 8340  
Email Address: [cmcustomercarecompla@bsplife.com.fj](mailto:cmcustomercarecompla@bsplife.com.fj)  
Website Address: [www.bsplife.com.fj](http://www.bsplife.com.fj)

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## 6 Policy Exclusions

BSP Life will not pay for any claim made under this Policy, if the event giving rise to the claim arises out of or arises as a consequence of:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny unless the Life Insured is either:
  - i) a member of the Fiji armed forces or police engaged in an internationally sanctioned peace keeping mission provided that the combined Sum Insured for the Base Cover, Term Life and Accidental Death Benefits (if applicable) is up to a maximum of \$150,000 or
  - ii) a member of the British armed forces provided that the combined Sum Insured for the Base Cover, Term Life and Accidental Death Benefits (if applicable) is up to a maximum of \$100,000
- (b) civil commotion assuming the proportions of or amounting to a popular rising, riot, industrial relations dispute including strike, lock-out, military rising, insurrection, rebellion, revolution, military or usurped power, martial law
- (c) confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- (d) any act or condition incidental to any or all of the above in Part 6 (a) – (c)
- (e) any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or any violent means, including chemical and biological operations to deliberately inflict death or injury
- (f) capital punishment
- (g) suicide within 13 months of Commencement Date or Reinstatement of cover, and
- (h) any Endorsements which apply to the Policy.