

POLICY WORDING – TERMS AND CONDITIONS

This document sets out the terms and conditions, which govern our relationship and must be read as one document together with the policy schedule and any other disclosed documentation. This policy, however, shall not be invalidated on account of any incorrect statement made in good faith, unless the incorrectness of such statement is of such a nature as to be likely to have materially affected the assessment of the risk under the policy at the time the policy was issued. Please contact our Customer Care department should you require any information on any aspect of your plan, by calling 0860 765 223 or emailing info@solacebenefits.co.za.

If, at any time, you feel that your personal information has been processed by us without your consent or that your rights in terms of the POPI Act have been violated in any way, you may send a complaint through to our Information Officer at the following email address popi@solacebenefits.co.za, or you may submit your complaint directly to the Information Regulator.

1. DEFINITIONS

In this policy, the following words and expressions have the following meanings:

- 1.1. **Accidental death:** A sudden, unexpected, unforeseen, unintended death caused solely and directly by a chance and uncertain event and by violent, external and visible means independently of any other cause.
- 1.2. **Child/Children:** Your biological, legally adopted, or step-child/children below 18 (eighteen) years old. Certified proof of birth, or adoption will be required before a claim is accepted.
- 1.3. **Claim:** means, unless the context indicates otherwise, a demand for cash benefits by a beneficiary, in relation to this policy, irrespective of whether or not the person's demand is valid.
- 1.4. **Grace Period:** The interval allowed for the payment of an outstanding premium. The grace period is 20 (twenty) days from the date you receive written notice of non-receipt of premium. In the event of a claim during the grace period, the outstanding premium may be deducted from the amount payable to you or your beneficiary.
- 1.5. **Insurer:** Centriq Life Insurance Company Limited, a licensed life Insurer and an authorised Financial Services Provider (Financial Services Provider No. 7370).
- 1.6. **Intermediary:** Legal and Tax Services (Pty) Ltd is authorised by the Insurer to market and administer your plan as the non-mandated intermediary. (Financial Services Provider No. 28566) "We" or "Us" may be used interchangeably.
- 1.7. **Nominated Beneficiary:** The person nominated by you to receive the cash benefit on your death. For all other deaths covered by this policy, you are the beneficiary.
- 1.8. **Plan:** The funeral insurance cover, as well as any value-added services^[VAS] included in this product.
- 1.9. **Policy:** This policy document, read together with the schedule, is your policy, which governs all aspects of our relationship.
- 1.10. **Policyholder:** The person reflected as the policyholder in the schedule. A legal entity cannot be the policyholder. The policyholder must be a South African permanent resident or be in possession of a valid work or other permit, which allows the policyholder to remain in South Africa on a long-term basis as required by the Immigration Act. "You" or "Your" may be used with the same meaning.
- 1.11. **Premium:** The amount you are required to pay monthly in order to enjoy the benefits of the plan. The premium is set out in the policy schedule.
- 1.12. **Policy Schedule:** The schedule to which this policy is attached. In addition to other important information, the schedule contains the name of the policyholder, the funeral cash benefit plan, and the amount of the premium.
- 1.13. **Spouse:** A partner in marriage, legally recognised civil union or customary marriage concluded in accordance with the applicable South African laws, religion or tradition, which may be subject to registration at the Department of Home Affairs, or a life partner (someone whom you reside with for 6 (six) months or more) and as nominated by the policyholder. There may be only one spouse insured under this policy at any point in time. Certified written proof of such relationships will be required.



- 1.14. **Value-Added Services (VAS):** These are services and benefits that form part of your plan over and above the insurance cover provided by the Insurer. Any value-added service that forms part of this policy will be indicated next to the relevant heading by using the following format: ^[VAS]
- 1.15. **Waiting period:** The period during which no claim will be paid (see Clause 8).

Unless the context requires otherwise, an expression in one gender includes the other gender, and the singular includes the plural, and *vice versa*.

2. YOUR FUNERAL PLAN

- 2.1. Your funeral plan is a funeral insurance product that pays a fixed cash amount in the event of death, subject to the terms and conditions of this policy. We cover deaths of persons who are South African citizens regardless of the country in which the death occurs. Please note that we only cover deaths of foreigners which occur within the borders of South Africa, provided that you supply us with adequate proof of death.
- 2.2. The policy is underwritten by the Insurer.
- 2.3. We are authorised by the Insurer to market and administer all aspects of this policy. If you have any questions, contact one of our client service consultants by calling 0860 765 223, or emailing info@solacebenefits.co.za.

3. COVER AMOUNT

- 3.1. The cover amount (i.e., the amount this policy will pay in the event of the death of a person covered by the plan).

4. ENTRY AGE LIMITS

- 4.1. The minimum entry age of the policyholder is 18 (eighteen) years of age and the maximum entry age is 64 (sixty-four) years.

5. WHO THE PLAN COVERS

- 5.1. You, your spouse and a maximum of 5 (five) unmarried dependent children under 18 (eighteen) years of age and as listed on the policy schedule are covered.

6. MONTHLY PLAN, PAYMENT TERMS AND UNPAID DEBIT ORDERS

- 6.1. The policy will run for 1 (one) month at a time and is subject to payment of the premium when due.
- 6.2. If your premium date falls on a weekend or public holiday, we may process payment either shortly before or shortly after the weekend or public holiday.
- 6.3. If your premium is unpaid, you will have a 20 (twenty) day grace period to pay the premium, which period will run from the date you receive written notice of non-receipt of premium. If we do not receive outstanding premiums during the grace period, your policy may be cancelled, and you will receive written notice of cancellation of your policy.

7. CANCELLATION

- 7.1. You may cancel your policy within the first 31 (thirty-one) days of receipt of your policy documentation (cooling-off period) and we will refund any premium paid. You may need to submit supporting information before any refunds are granted.
- 7.2. You may cancel at any time by giving 31 (thirty-one) days' notice. You can either call us or send a written request.
- 7.3. The policy automatically cancels upon notification:
 - 7.3.1. of your death;
 - 7.3.2. when you cease to be an employee of your current participating employer; or
 - 7.3.3. your participating employer withdraws.
- 7.4. We may cancel your policy by giving you 31 (thirty-one) days prior written notice.

8. WAITING PERIODS

- 8.1. There is no waiting period for accidental death.



- 8.2. No claim will be paid if death occurs during the following waiting periods (calculated from payment of your first premium):
- 8.2.1. For death due to natural causes (e.g., cancer, AIDS), there is a waiting period of 6 (six) months;
 - 8.2.2. For death due to suicide, there is a 12 (twelve) month waiting period.
- 8.3. If you had another funeral policy with similar benefits with another Insurer in the past 31 (thirty-one) days before this policy commenced, and the waiting period on your previous policy is over, we will waive the waiting period on this policy. If the waiting period under your previous policy has not yet expired, we may impose a waiting period equal to the remaining balance of the waiting period under your previous policy. If the waiting period under your previous policy is less than this policy, the remaining balance of the waiting period under this policy will be applied.

9. EXCLUSIONS

- 9.1. No claim will be paid if death results from or is related to (whether directly or indirectly):
- 9.1.1. Participation in terrorism, conduct intended to harm or influence government or the public, war, hostilities, warlike operations (whether war is declared or not), military uprising, riot, civil commotion, any unlawful strike, mass protest or mass activity, or any event similar to this type of events;
 - 9.1.2. Exposure to atomic energy, nuclear reaction, nuclear or biological or chemical hazards, or similar event;
 - 9.1.3. Substance abuse, including but not limited to drugs or alcohol;
 - 9.1.4. The contravention of any criminal law, whether legislative or common-law;
 - 9.1.5. Endangerment of your own life or any other life assured;
- 9.2. A claim will also be repudiated if the claim is in any respect fraudulent or fraudulent means or false information was used to benefit from the cover granted, or you or a beneficiary knowingly allow anyone to provide false information to obtain a benefit, or you or your nominated beneficiary deliberately and wilfully conspire to cause, aggravate or accelerate the illness, event or accident that gives rise to a claim. In this event, all benefits afforded in terms of this policy and premiums paid shall be forfeited, and this policy may be voided or cancelled as from the date of the criminal or fraudulent conduct.
- 9.3. We do not cover the death of a foreigner in the event that the death occurred outside the borders of South Africa. In the event that a foreigner's death occurs within the borders of South Africa, we will require adequate proof.

10. DISCLOSURES

- 10.1. You must disclose all material facts accurately and completely. All answers, statements and any other information you provide are your responsibility. Incorrect information, non-disclosure or misrepresentation of information may result in a claim being repudiated or cancellation of this policy.

11. CLAIMS

- 11.1. We must be notified within 3 (three) months of death of any person covered under a plan, failing which we may elect to repudiate a claim.
- 11.2. When there is a potential claim, you or the beneficiary must contact our Customer Care department on [0860 765 223](tel:0860765223) and they will assist and provide you or a beneficiary with a claim sheet as well as the list of supporting documentation they will need to provide to submit a claim.
- 11.3. Claims may be repudiated if at the date of death, premiums are in arrears.
- 11.4. With the exception of accidental death, claims may be repudiated if a waiting period applies.
- 11.5. You or the beneficiary must complete a claim sheet in full in the manner requested by us. We will also require all supporting information and evidence required to prove the claim. We may require documents to be certified by a Commissioner of Oaths.
- 11.6. After receipt of the claim sheet, we may still request further information if we feel this information will be required or necessary to prove the claim.
- 11.7. We are entitled to investigate every claim, and you grant us full authority and power of attorney to freely contact any person, take statements, and conduct whatever investigations we consider necessary.



- 11.8. We shall at all times have the right to inspect all documents relating to the claim and will communicate with you, a beneficiary, or appointed executor regarding any information.
- 11.9. Cover of a claim cannot be approved orally or over the phone, and must be authorised in writing.
- 11.10. Claims may be approved and paid within 24 (twenty-four) hours, excluding weekends and public holidays, provided that we are in receipt of all claim documents.

12. CLAIM BENEFICIARIES

- 12.1. In the event of the death of your spouse or child, you are the beneficiary.
- 12.2. In the event of your death, the person who will receive the funeral benefit amount will be your nominated beneficiary. It is recommended that you nominate a person over the age of 18 (eighteen) years, to ensure that the benefit is paid directly to him/her. If your nominated beneficiary is under 18 (eighteen) years, the benefit will be paid to the nominated beneficiary's legal guardian (whose status will need to be proven). You may change your nominated beneficiary at any time by informing us in writing or telephonically. In the absence of a nominated beneficiary, your spouse (refer to definitions above) may receive the funeral benefit.
- 12.3. If you do not have a spouse or children, the benefit may be paid in accordance with the Administration of Estate Act and or the Intestates Succession Act.

13. CLAIM REPUDIATION

- 13.1. If your claim is repudiated, you or your beneficiary will be notified in writing, and we will give reasons for the decision.
- 13.2. If you or your beneficiary do not agree with the repudiation, you will have 90 (ninety) days from date of repudiation to make written representations to us. We will respond in writing within 14 (fourteen) days thereof. Complaints may also be lodged directly with the Insurer (complaints@centriq.co.za), the FAIS Ombud (Tel: +27 (12) 470 9080) or with the Long-term Insurance Ombudsman (Tel: 0860 103 236).
- 13.3. You have 180 (one hundred and eighty) days from the expiry of the above 90 (ninety) day period to institute legal action to dispute a decision and if you do not, your claim will lapse.
- 13.4. Failure to provide the claim sheet or further information within a reasonable period (normally 30 (thirty) days) may result in the claim being closed or repudiated.

14. AIRTIME BENEFIT ^[VAS]

- 14.1. We give you or your beneficiary a once-off airtime voucher to the value indicated (or the closest voucher amount available on their network) to assist in making funeral arrangements. This non-underwritten benefit applies once you have made 6 (six) consecutive premium payments.

15. ANNUAL INCREASE

- 15.1 We may increase the premium yearly. The cover amount may increase by an approximate corresponding percentage, provided that the cover amount may not exceed that allowed by legislation. We will send you 31 (thirty-one) days written notice before the increase takes effect. If you are unhappy with the increase, you may select a more affordable plan (if available), or you may cancel within 1 (one) month of receiving notification thereof, failing which the increase will come into effect.

16. NOTICES AND COMMUNICATIONS

- 16.1 If we need to send you a written notice or communication, we may send it to either your last known email address or SMS number. If you have no email or SMS number, we will send it by letter to your last known postal address. The communication will be deemed to have been received within 24 (twenty-four) hours of email or SMS notification, and within 3 (three) business days if sent by post.

17. GENERAL TERMS

- 17.1. We can amend these terms and conditions by giving you 31 (thirty-one) days' written notice. You may cancel if you are not pleased with the amendments.



- 17.2. No amendments or variations of these terms and conditions will be accepted, and no representations made contrary hereto can be relied on, unless approved in writing by the Insurer.
- 17.3. This policy acquires no surrender, paid up or loan value and it cannot be assigned. The policy may also not be pledged as security for a loan or debt.

18. TREATING CUSTOMERS FAIRLY (TCF)

- 18.1. TCF was implemented by the Financial Services Board (now the Financial Services Conduct Authority (FSCA)) to ensure that the fair treatment of customers is embedded within the culture of all financial services providers to ensure customer confidence and offer appropriate products and services with due diligence.
- 18.2. We subscribe to all 6 (six) outcomes of TCF which are as follows:
- Outcome 1: Customers are confident that they are dealing with providers where the fair treatment of customers is central to the provider's culture.
 - Outcome 2: Products and services marketed and sold in the retail market are designed to meet the needs of identified customer groups and are targeted accordingly.
 - Outcome 3: Customers are given clear information and are kept appropriately informed before, during and after the time of contracting.
 - Outcome 4: Where customers receive advice, the advice is suitable and takes account of their circumstances.
 - Outcome 5: Customers are provided with products that perform as providers have led them to expect, and the associated service is both of an acceptable standard and what they have been led to expect.
 - Outcome 6: Customers do not face unreasonable post-sale barriers to change products, switch providers, submit a claim or make a complaint.

19. COMPLAINTS

- 19.1. The purpose of the Complaint Resolution Policy which is available upon request is to ensure compliance with the Long-Term Insurance Act, Insurance Act, Financial Advisory and Intermediary Services (FAIS) Act, the Policyholder Protection Rules and any other applicable legislation.

HOW TO SUBMIT A COMPLAINT

- 19.2. We request that your complaint be submitted to us in writing within a reasonable time (normally 30 (thirty) days) of a complaint arising. Please address your written complaints to the Complaints Officer: complaints@solacebenefits.co.za. It can also be submitted either by hand, post, or fax to the contact details that appear at the bottom of this page. The complaint should contain sufficient detail regarding:
- 19.2.1. The full names, ID/ passport number and contact details of the complainant;
- 19.2.2. The full names, ID/passport number and contact details of the customer (if different from the complainant);
- 19.2.3. Full details of the policy or policy number, where applicable;
- 19.2.4. Specific details about the nature of the complaint, which would include sufficient facts, dates and supporting documentation to enable us to deal with the complaint quickly and fairly.

WHAT WILL HAPPEN ONCE A COMPLAINT IS MADE

- 19.3. The following is a step-by-step guideline of how a complaint will be dealt with, once received by us:
- 19.3.1. The complaint will be acknowledged within 24 (twenty-four) hours of receipt.
- 19.3.2. It will be assessed and, if a valid complaint, will be logged into our central complaints register. The complaint will be allocated to our trained and skilled Complaints Officer.
- 19.3.3. The Officer will investigate and revert to you with our findings within 5 (five) to 10 (ten) business days. You may be requested to provide additional information before we provide you with a final resolution. If we require further time to investigate the complaint, this will be communicated to you in writing.
- 19.3.4. You will receive a response in writing or verbally with full reasons.
- 19.3.5. Legislation requires us to advise the complainant in writing within 6 (six) weeks of receiving the complaint if the complaint cannot be resolved and the reasons why the complaint could not be resolved. In the event that the complaint cannot be resolved, you may have recourse to the following, whichever is applicable:



- 19.3.5.1. Refer the matter to the Insurer being Centriq Life Insurance Company Limited, for attention Complaints Department on complaints@centriq.co.za.
- 19.3.5.2. Refer the matter to the FAIS Ombud within 6 (six) months of notification that the complaint cannot be resolved or within 6 (six) months of our failure to deal with a complaint. You may file the complaint on their website www.faisombud.co.za or you may contact them on +27 (12) 470 9080.
- 19.3.5.3. Refer the matter to the Ombudsman for Long Term Insurance. You may file the complaint on their website www.ombud.co.za or you may contact them on 0860 103 236.
- 19.3.5.4. Seek legal advice from an attorney regarding any legal action that may be taken.
- 19.3.5.5. Refer the matter for conciliation.

20. PERSONAL INFORMATION AND COMMUNICATIONS

- 20.1. We are bound by the terms and provisions of both Section 51 of the Electronic Communications and Transactions Act, 2002 (“ECT Act”) as well as the Protection of Personal Information Act 4 of 2013 (“POPI Act”) regarding the processing of your personal information. We may use any necessary legal means to check and validate the information you provide to us.
- 20.2. Your information shall be kept confidential. However, we may disclose it to certain third parties (as required in the normal course of our business), to other Insurers for the specific purpose of insurance and to reduce and prevent any form of fraudulent activity, and otherwise as may be legally required by us.
- 20.3. Where your personal information is shared with third parties, we endeavour to ensure that they understand and adhere to the provisions of the POPI Act in so far as it relates to the processing of your personal information and we endeavour to have privacy agreements in place to ensure adherence to this. We have implemented reasonable security measures to protect your personal information that we process to ensure that your privacy and confidentiality is upheld.
- 20.4. In taking out this policy you have provided us with your personal information and have further consented to us processing your personal information in accordance with the provisions of the POPI Act and you further confirm that the information you have provided us is accurate and correct. We will destroy your personal information that you have provided to us upon your request.
- 20.5. All our case records are kept for a minimum period of 5 (five) years, which is a statutory requirement in terms of FAIS.
- 20.6. The information submitted by you will be made available to and processed by our staff where required, as well as our external compliance officer for audit purposes, the Regulator (FSCA) and any Ombud who has jurisdiction.
- 20.7. This document is to be read together with our Privacy and POPI Policy and PAIA Policy which is available upon request and which you are deemed to have agreed to by taking out this Policy. Should you have any queries or concerns relating to any terms contained in our policies, or should you wish to withdraw your consent to allow us to process your personal information, you may, at any time, send a request in writing to our Information Officer to popi@solacebenefits.co.za.