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LEGAL

Terms and Conditions

Definitions

In this Policy, all words and expressions signifying the singular will include the plural and vice versa. Words and expressions implying the masculine gender will include the feminine. The below words and expressions will have the following meanings:

- 1 'Accident' The sudden, unforeseen and uncertain event, which could not reasonably be expected to occur, which is caused by violent, external, physical and visible means at an identifiable time and place, resulting directly and independently of any other cause, in Bodily Injury. Self-inflicted injury and suicide are excluded from this definition. 'Accidental' has a corresponding meaning where the context so allows.
- 2 'Accidental Death' A sudden, unexpected event that happens at a place and time that is identifiable as death in an Accidental manner. The death must be caused by visible, violent, physical and external means, independent of any other cause. 'Accidental Death' excludes suicide.
- 3 'Administrator' Means Phakama Administration Services (Pty) Ltd.
- 4 'Adult Child' Means a child who is over the age of 18 (eighteen) and no longer qualifies as a Child and who can be added as an Immediate Family Member provided the appropriate premium is paid and accepted by the Insurer.
- 5 'Applicable Laws' The Insurance Act 18 of 2017 and/or the Long-term Insurance Act 52 of 1998, the Policyholder Protection Rules (Long-term Insurance), 2017 and the Protection of Personal Information Act 4 of 2013 and any other legislation relating to or regulating the protection or processing of data of Personal Information, direct marketing or unsolicited electronic communications and which may be applicable in the Republic of South Africa from time to time.
- 6 'Beneficiary' The person nominated by the Policyholder to whom the Cover amount will be paid by the Insurer. If no beneficiary is nominated on the death of the Policyholder, the Cover will be payable to the Partner, next of kin or blood relative of the Policyholder, who is responsible for the payment of the funeral costs and can provide evidence thereof to the satisfaction of the Insurer. The Policyholder shall be the beneficiary in respect of the death of any other Life Assured. Where no suitable Beneficiary can be identified in the absence of a nomination, then the benefit will be payable to the deceased's estate.
- 7 'Bodily Injury' Physical bodily injury to the Life Insured caused by an Accident. Bodily Injury shall be deemed to include death by starvation, thirst, and/or exposure to the elements.
- 8 'Child' / 'Children' This is Your child or Your partner's child.

- 8.1** A child must be a biological child, legally adopted child, stepchild or child where You (or Your partner) are the legal guardian.
- 8.2** A child must be unmarried and not yet attained the age of 18 (eighteen) and still dependent on the Policyholder.
- 8.3** This relationship must be in place at the Commencement Date.
- 8.4** Once a Child attains the age of 18 (eighteen), such Child will no longer be covered under this definition but can be added as an Immediate Family Member as an Adult Child provided the additional premium is paid.
- 8.5** A maximum of up to 5 (five) children may be covered under this Policy.
- 9** 'Claim' means a demand for Policy benefits by a Claimant in relation to this Policy, irrespective of whether or not the Claimant's demand is valid. Claims must be made by submitting a completed claim form with supporting documents to the Administrator.
- 10** 'Claimant' A person who makes a Claim in relation to this Policy.
- 11** 'Claim Event' the insured risk, namely death of an Insured Life.
- 12** 'Collection Date' shall mean the date the first debit order is successfully processed and the first premium is collected from the Premium Payer's bank account.
- 13** 'Cooling-Off Period' A period of 31 (thirty-one) Days from the date You received this Policy document within which You may cancel this Policy in writing at no cost to yourself, provided that no benefit or Cover amount has yet been paid or claimed, or the Claim Event insured against has not yet occurred, by giving notice to the Administrator and any premium paid will be refunded in full unless a Claim has been paid. Cover will stop on cancellation of this Policy and any premium You have paid within this period will be refunded.
- 14** 'Cover' the cover amount payable in case of the death of a Life Assured as shown on Your Policy Schedule.
- 15** 'Commencement Date' means the commencement or start date from which this Policy and all benefits and associated features become active (subject to the Waiting Periods) and will be determined by the Collection Date as follows:
- 15.1** If the Collection Date falls between the 1st and 7th of the month, the Policy's cover begins on the first of that month, with the Waiting Period also starting on the first of the same month.
- 15.2** If the Collection Date falls between the 8th and the last day of the month, the policy's cover begins on the first of the following month, with the waiting period starting on the first of that month.
- 16** 'Cover End Date' This is the date after which a Life Assured will no longer have Cover in terms of this funeral cover plan as stipulated in clause 4.
- 17** 'Day' a 24 (twenty-four) hour period. 'Days' has a corresponding meaning where the context so allows.
- 18** 'Extended Family Member' We consider an extended family member to be a blood relative who is financially dependent on You or Your Partner. By blood relative We mean:
- 18.1** Brother or sister (biological or half-brother/half-sister of the Policyholder or Partner);
- 18.2** Aunt or uncle (brother or sister of the Policyholder or Partner's parents);

- 18.3** Niece or nephew (child of the Policyholder or Partner's brother or sister);
- 18.4** Grandparent (mother or father of the Policyholder or Partner's parents).
- 18.5** A maximum of up to 20 (twenty) Extended Family Members may be covered under this Policy.
- 19** 'Grace Period' a period of 60 (sixty) Days after the premium payment due date where the Cover is still in force, but the premium has not been paid. If any Claim Event occurs during this period which results in a valid Claim, the unpaid premium will be deducted from any Cover amount payable. Failure to pay the premium by the expiry of this period will result in the Policy lapsing and all benefits will cease. A Claim Event that arises in the period after the Policy has lapsed will not be covered. The Grace Period will not apply during the Policy Pause Period.
- 20** 'Immediate Family Member' We consider an immediate family member to be:
- 20.1** a Partner as defined;
 - 20.2** a Child as defined;
 - 20.3** an Adult Child as defined;
 - 20.4** a Parent as defined.
- 21** 'Exclusion' Any loss or risk event not covered under this Policy. Should a Claim Event arise from an exclusion, no Cover amount will be payable.
- 22** 'Insurable Interest' A financial interest the Policyholder has in respect of the Immediate Family Member and Extended Family Member and on whose death a financial loss will be suffered by such Policyholder.
- 23** 'Insured Life / Lives Assured' This is any life listed on the Policy Schedule as being covered by this Policy. These lives must meet the definitions of a Policyholder, Immediate Family Member or Extended Family Member as defined in this Policy. These relationships must be in place when Cover is applied for.
- 24** 'Married' or 'Marriage', for purposes of this contract, is when 2 (two) people are:
- 24.1** married according to the laws of any sovereign country;
 - 24.2** married according to customary or tribal law;
 - 24.3** married under any religion that is practiced in South Africa;
 - 24.4** living together and financially dependent on one another for at least 6 (six) months prior to the Commencement Date; or
 - 24.5** party to a civil union in terms of the Civil Union Act, 2006.
- 25** 'Natural Death' Means death is not Accidental, it is one that is primarily attributed to an illness, or an internal malfunction of the body not directly influenced by any external forces.
- 26** 'Parent(s)' The persons who are the biological parents, parents-in-law, legal guardians of an adopted child, or stepparents or the adopted parents of the Policyholder. This relationship must be in place at the Commencement Date.
- 26.1** A maximum of up to 4 (four) Parents may be covered under this Policy.
- 27** 'Partner(s)' A partner is someone You are Married to (see clause 1.20).
- 27.1** A maximum of up to 2 (two) Partners may be covered under this Policy.

- 28** 'Personal Information' Means personal information as defined in the Protection of Personal Information Act 4 of 2013.
- 29** 'Policy' means this document, which is the contract between the Policyholder and the Insurer which provides insurance cover in return for a premium. The Policy contains all the terms and conditions of cover, all declarations made at application stage and any other time, and any endorsements.
- 30** 'Policyholder' The main member who has applied and accepted for cover under this Policy, who is between the age of 18 (eighteen) and 70 (seventy) at the Commencement Date.
- 31** 'Policy Pause Period' means a period during which no premiums are paid and Cover in respect of this Policy will be suspended, and no Cover will be in place, but the Policy does not lapse. The Policy will remain active without making any monthly premium payments for a period of up to 3 (three) consecutive months at a time, the maximum number of months a Policy can be paused is 6 (six) months over the lifespan of this Policy.
- 32** 'Policy Schedule' A document which forms part of this Policy contract, which shows the Life Assured / Lives Assured, the Commencement Date, premium payable and Cover amount.
- 33** 'Premium Payer' A natural person from whose bank account We will collect the premiums for this Policy. The premium payer must be You (the Policyholder).
- 34** 'Repudiate' In relation to a Claim, means any action by which the Insurer rejects or refuses to pay a Claim or any part of a Claim, for any reason and includes instances where a Claimant lodges a Claim:
- 34.1** in respect of a loss event or risk not covered by this Policy; or
 - 34.2** in respect of a loss event or risk covered by this Policy, but the premium or premiums in respect of this Policy are not paid; or
 - 34.3** in respect of Policy terms and conditions not being met. 'Repudiation' has a corresponding meaning where the context so allows.
- 35** 'Sales Date' refers to the Day on which the Policyholder accepts the funeral insurance quote and is issued a policy number.
- 36** 'Signature Date' Signature date is the date on which You signed the application form.
- 37** 'Stillborn' This means a baby being born after at least 26 (twenty-six) weeks of uterine existence and shows no signs of life after being delivered, expelled, or surgically removed from its mother after the 26th week of pregnancy. The stillborn child must have been born to either the Policyholder or the Partner of the Policyholder. The mother of the stillborn baby must be a Life Assured on the Policy. Stillborn shall exclude the intentional termination of the life of a baby.
- 38** 'Unclaimed Benefit' A valid and approved Claim where payment cannot be made to the Policyholder or Beneficiary within 3 (three) months of the Claim having been approved because the Policyholder/Beneficiary is unknown or is not contactable. In other words, the Policyholder/Beneficiary cannot be located, his/her emails are undelivered, his/her post is returned and/or his/her contact number is no longer in use. It is a Claim that is known to us and has been reported, assessed, proven valid and approved.
- 39** 'Variation' Any act that results in a change to:
- 39.1** the premium;

39.2 any terms;

39.3 any condition;

39.4 any Policy benefit;

39.5 any Exclusion; or

39.6 the duration of this Policy. 'Vary' and 'Variations' shall have corresponding meanings where the context so allows.

- 40** 'Waiting Period' A period during which all Lives Assured are not entitled to any Policy benefits. A waiting period starts from the Commencement Date of this Policy. There will be no waiting period for Natural Death imposed for any Life Assured if during the 31 (thirty-one) Day period prior to the acceptance date such person was covered on a similar policy with an alternate insurer, which policy is being replaced by this one and where the waiting periods on such similar policy had already fully expired. If the waiting period had not yet fully expired, then the balance of the waiting period will be applied. If this Policy is not being replaced, then the full waiting periods as stipulated in clause 9 will apply.
- 41** 'We', 'Us', 'Insurer' The insurance company that underwrites this insurance, namely Guardrisk Life Limited (registration number 1999/013922/06 and FSP number 76), an authorised financial services provider and an insurer licensed to conduct life insurance business in terms of the Insurance Act 18 of 2017.
- 42** 'You/Your' means the Policyholder.

Your policy

- 43** The Policy terms and conditions form the basis of the contract between the Policyholder (You) and Guardrisk Life Limited (We / Us / the Insurer). The contract also includes the Policy Schedule. You will be provided with a Disclosure Notice which also forms part of the contract. Phakama Administration Services (Pty) Ltd ('Phakama'), where Asuer and Phakama will perform all client engagement and policy servicing on behalf of Guardrisk.
- 45** In this contract the Policyholder is also the person who pays the premiums (the Premium Payer). All amounts are in South African Rand.
- 46** The definitions section is included in the beginning of this document.

How your policy works

- 47** You have selected the Asuer Funeral Cover Plan. All the benefits explained in clause 7 are automatically included.
- 48** Only the Life Assureds listed in the Policy Schedule are covered by this Policy. You must make sure that all the family members You want covered in Your Policy is listed correctly on the Policy Schedule and fall within our definitions of people that can be covered, see clause 1. You can request to add or remove family members or change the Cover amount for the Life Assureds. These changes will be done by agreement. The premium will change if You add or remove Life Assureds or change the Cover amount.

Commencement date and cover end date

- 49** The Policy will commence on the Commencement Date, taking into account the Collection Date being complied with and will continue until one of the following events happen:

- 49.1** You cancel Your Policy by giving Us notice in the manner set out in clause 20;
- 49.2** All the Life Assureds have died whilst the Policy is still active and premiums are paid;
- 49.3** at the end of the 6 (six) months death premium waiver benefit;
- 49.4** when You have missed 3 (three) consecutive premiums by the expiry of the Grace Period or if Your total outstanding premium is equivalent to 3 (three) months' premiums, provided that You are not in a "Policy Pause" period; or
- 49.5** We cancel the Policy for whatsoever reason by providing a 31 (thirty-one) Day notice period to You at your last known address, electronic mail or contact number as it appears on our system.

50 We may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other action considered necessary in order to comply with the law and prevent or stop any undesirable or criminal activity.

Entry ages

51 Entry age is the Life Assured's actual age on the Signature Date and is used to calculate the premium and related benefit.

Premiums

52 The premium is Your monthly financial duty to our contract. Your first premium is payable in the month after the Signature Date. No partial premium payments will be allowed on this Policy.

53 The premium must be paid by the payment due date as set out in the Policy Schedule. If the premium is not paid by the premium payment due date, a Grace Period of 60 (sixty) Days will apply in which the premium becomes payable for cover to remain in force. If the outstanding premiums are not paid by the expiry of the Grace Period, then this Policy shall be deemed to have lapsed at midnight on the last Day of the month for which the last premium was received.

54 A Claim arising after the date of lapse will not be covered unless the Claim Event arose before the date of lapse, in which instance the Claim will be assessed and if deemed valid, the arrears will be deducted from any benefit payable. No Claim will be considered should the Claim Event occur after the Policy has lapsed.

55 We will not change or Vary the premium rate during the first 12 (twelve) months after the Commencement Date of the Policy unless there are reasonable actuarial grounds to change or Vary the premium rate or when the Variation will be to Your benefit. After the first 12 (twelve) months, We reserve the right to review and change the premium and/or Cover annually. Any changes to the premium rate will be notified to You 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate details of the reasons for the change to the premium rate and will afford You with reasonable steps, such as an option to terminate the Policy, to mitigate the impact of the increase on You. The premium rates may be amended or changed, based on the following factors: past and future expected economic factors (for example, but not limited to, interest rates, tax and inflation), past and future claims experience, past and future expected lapse experience, past and future expected mortality experience, expected future reinsurance, any regulatory and legislative changes

impacting this Policy or any other factor impacting the premium that We deem material at the time.

- 56** The premiums and Cover will increase by 5% (five percent) annually. However, at each policy anniversary, you have the option to either accept the 5% (five percent) increase or maintain the current premium and Cover without any increase. Should you not inform Us otherwise, both your premium and Cover amount will increase by 5% (five percent). Any change to the premium and Cover amount increase will be subject to the Insurer providing at least 31 (thirty-one) Days written notice of such a change.

Policy benefits

57 Death

- 57.1** This benefit pays the Cover amount when a Life Assured dies. The Life Assured is covered for as long as We receive premiums for that Life Assured.

58 Life Stage Benefits

- 58.1** Childbirth Premium Waiver 58.1.1. This benefit provides that We will waive payment of the Policy premium and continue cover for all Life Assureds on the Policy, for a period of 3 (three) months on the birth of a Child to the Policyholder or the Policyholder's Partner, if: 58.1.1.1. the Policy has been active for a period of at least 12 (twelve) months and 12 (twelve) consecutive premiums have been paid prior to the birth of the Child; 58.1.1.2. the Child's birth certificate is provided to Us within 3 (three) months of the Child's birth; and the mother of the Child is an Insured Life on the Policy. 58.1.2. This benefit will be enforced in the month following the date when You provide Us with the Child's birth certificate. No changes may be made to the Policy when this benefit is being used.
- 58.2** Marriage Premium Waiver 58.2.1. This benefit provides that We will waive payment of the Policy premium and continue cover for all Life Assureds on the Policy, for a period of 3 (three) months on the marriage of the Policyholder, if: 58.2.1.1. the Policy has been active for a period of at least 12 (twelve) months and 12 (twelve) consecutive premiums have been paid prior to the marriage; 58.2.1.2. Your marriage certificate is provided to Us within 6 (six) months of the marriage; and 58.2.1.3. Your new Partner is added as a Life Assured on to the Policy. 58.2.2. This benefit will commence in the month following the date when You provide Us with Your marriage certificate. No changes may be made to the Policy when this benefit is being used. 58.2.3. The benefit can only be claimed 2 (two) times during the life span of the Policy.
- 58.3** Death Premium Waiver 58.3.1. This benefit provides that We will waive payment of the Policy premium and continue cover for all the other remaining Life Assureds on the Policy, for a period of 6 (six) months from the date of death of the Policyholder, if: 58.3.1.1. the Policy has been active for a period of at least 12 (twelve) months and 12 (twelve) months consecutive premiums have been paid prior to the death of the Policyholder. 58.3.2. No changes may be made to the Policy when this benefit is in force. 58.3.3. Once 6 (six) months premiums have been waived, the Policy will lapse and Cover for all remaining Life Insured's will cease, and the Policy will be cancelled.

59 Cover for Children

- 59.1** Your Child/Children will be entitled to Cover of R10 000 (ten thousand rand) at no additional cost.

- 59.2** This cover will have equivalent benefits to cover purchased for other dependants.
- 59.3** The Cover is subject to You specifying Your Children on the application/amendment form and such Child being named on the Policy Schedule.
- 59.4** You may purchase additional Cover for Your Children, subject to statutory limits detailed in clause 11.
- 59.5** The Cover amount will not increase in line with other cover increases as specified in clause 6.5.

Policy features

60 Voluntary Policy Pause Period

- 60.1** This policy feature allows the Policyholder to keep their policy active without making any monthly premium payments for a period of up to 3 (three) consecutive months at a time. Over the entire lifetime of the Policy, the maximum number of months a Policy can be paused is 6 (six) months. During this period, all insurance cover and insurance benefits under the Policy will be suspended. The Policyholder can start paying their premiums again at any time during the Policy Pause Period, and insurance cover and insurance benefits will be reinstated once payments resume.
- 60.2** The Cover amounts will remain the same upon resuming payments. No changes can be made to the Policy while this policy feature is in use.
- 60.3** This policy feature is only available if the Policy has been active for more than 12 (twelve) months and 12 (twelve) consecutive premiums have been paid.
- 60.4** No Claim or Cover amount will be payable should such Claim Event occur within the Voluntary Policy Pause Period.

61 Premium Holiday

- 61.1** You will be entitled to forgo the payment of 1 (one) month's Policy premium per Policy year, if Your Policy has been active for a time period exceeding 12 (twelve) months and 12 (twelve) consecutive paid premiums have been paid.
- 61.2** All Lives Assured will still be covered when this policy feature is being used.
- 61.3** It is Your responsibility to inform us that You would like to activate this policy feature more than 15 (fifteen) Days prior to the date when the premium falls due.
- 61.4** Should You not pay a premium, or part thereof, We will activate this policy feature automatically prior to putting your account in arrears, subject to You being eligible for this benefit.
- 61.5** Should you not have activated this policy feature over a consecutive 11 (eleven) month period during which You were eligible for the policy feature, We will automatically activate this policy feature for the twelfth month's premium.

Waiting periods

- 62** A Waiting Period refers to a period of time during the life of an active policy when premiums must be paid, but no benefit will be payable if a Claim Event happens.
- 63** There are 2 (two) types of Waiting Periods on this Policy:

63.1 Waiting Period for Natural Death is 5 (five) months. 63.1.1. This applies in the event of:
63.1.1.1. a new funeral cover plan; 63.1.1.2. increased cover on an existing Life Assured; and
63.1.1.3. new Life Assureds added to an existing funeral cover plan.

63.2 Waiting period for suicide is 12 (twelve) months.

63.3 There is no Waiting Period for Accidental Death.

64 The Waiting Period commences from the Commencement Date.

65 There will be no Waiting Period for Natural Death imposed for any Life Insured if during the 31 (thirty-one) Day period prior to the acceptance date such person was covered on a similar policy with an alternate insurer, which policy is being replaced by this one and where the Waiting Period on such similar policy had already fully expired. If the Waiting Period had not yet fully expired, then the balance of the waiting period will be applied. If this Policy is not being replaced, then the full Waiting Period will apply.

66 The duration of the Waiting Periods is indicated in the table in clause 12.

Exclusion for all benefits

67 We will not pay a Claim if it is as a direct or indirect result of:

67.1 active participation in war, invasion, acts of foreign enemies, hostilities, illegal strikes, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or riot, military or usurped power.

67.2 Active participation in the commission of a criminal activity which results in a Claim Event.

67.3 Suicide within the first 12 (twelve) months from the Commencement Date.

Cover amount

68 The Cover amount is the amount We will pay to the Policyholder or Beneficiary if a Life Assured named on the Policy Schedule dies.

69 The Cover amount will increase in line with premium increases as per clause 6.5.

70 The maximum amount of funeral cover that a Life Assured can have over all funeral products is shown in the table in clause 12.

71 The maximum cover limits for children are limited by law.

72 We will not pay more than the maximum cover amount in respect of any Child.

73 In the event that a Life Assured is covered on more than one policy, the maximum total benefit amount referred to in the table in clause 12 applies. In the event that claims are submitted for more than the maximum amount allowed, the amount payable by Us will be limited to the benefits provided in terms of the Policy and up to the maximum amount covered.

74 Should We find that a limit has been exceeded, the cover that started last will be cancelled and premiums refunded.

Important information

75 The following table shows the:

75.1 minimum and maximum entry ages allowed for the different Life Assureds.

75.2 maximum funeral Cover per Life Assured;

75.3 Waiting Periods and limitation periods;

Life Assured	Entry ages	Maximum Natural Death Cover	Waiting Period for Natural Death	Waiting Period for Accidental Death	Waiting Period for Suicide
Policyholder	18 to 70	R100 000	5 months	None	12 months
Partner	18 to 70	R100 000	5 months	None	12 months
Stillborn more than 26 weeks pregnant	More than 26 weeks	R1 000	N/A	N/A	N/A
Stillborn 0 to 6 months	0 to 6 months	R1 000	N/A	N/A	N/A
Child* — 6 months to 5 years (but not including 6th birthday)	—	R20 000	5 months	None	12 months
Child* — from 6th birthday to (but not including) 14th birthday	—	R50 000	5 months	None	12 months
Child* — from 14th birthday	—	R50 000	5 months	None	12 months
Adult Child	18 to 70	R50 000	5 months	None	12 months
Parent	26 to 60	R75 000	5 months	None	12 months
Parent	61 to 75	R50 000	5 months	None	12 months
Extended Family Member	0 to 70	R35 000	5 months	None	12 months

* Legal maximum child cover: The total amount that can be paid out for a child's death is restricted by legislation and we must apply those limits across all our policies and those of other insurers that We become aware of and across all benefit types. For example, if the child cover on the policy reaches the maximum amounts above, We will restrict the amount We pay out to the maximum allowable amount as shown in the table.

Claims

76 Benefits under this Policy can only be claimed if the Claim Event occurred while the Policy is active taking into account any Exclusions and the applicable Waiting Periods.

77 The information provided by You at the time of entering into the Policy or when a change is made to Your Policy, will be used to assess the validity of a Claim. Should there be a discrepancy between the information provided by You at the time of entering into the Policy or

any subsequent change, and the information on the Claims document provided, We will at our sole discretion determine the validity of the Claim.

78 We will not pay a Claim on any Life Assured if the Claim Event happened before the Commencement Date or during the Waiting Period.

79 If any information that You have provided on any Life Assured is incorrect, any benefit that becomes due may be recalculated or declined.

80 Any outstanding premiums will be deducted from the cover amount before the payment is made.

81 How to Claim:

81.1 You can submit a Claim by using any of the following methods: 81.1.1. You may call the Asuer Client Care Centre on 010 823 7237; 81.1.2. You may email Asuer at claims@asuer.co.za

82 Supporting documents required

82.1 The following supporting documents must be provided when You submit a Claim: 82.1.1. All Claims: 82.1.1.1. A completed claim form; 82.1.1.2. Certified copy of the Life Assured's ID; 82.1.1.3. Certified copy of the Beneficiary's ID; 82.1.1.4. Certified copy of the death certificate; 82.1.1.5. Certified copy of a fully completed DHA-1663/DHA-1680; 82.1.1.6. Beneficiary's bank account confirmation letter; 82.1.2. Accidental Death benefit Claims: 82.1.2.1. Documents listed under clause 13.7.2.; and 82.1.2.2. A police report where the death has resulted from a motor vehicle accident, murder, suicide or where the death is under investigation. 82.1.3. Waiver of waiting period for Natural Death claims: 82.1.3.1. Policy Schedule of a funeral cover plan from any other licensed Insurer which must be active and dated not more than 1 month before the Asuer Policy Signature Date. It can be submitted at any time after the Signature Date of the Asuer Policy; and 82.1.3.2. Proof of cancellation of this previous policy at the time of the Claim.

82.2 Childbirth Premium Waiver Claims: 82.2.1. Copy of the child's unabridged birth certificate.

82.3 Marriage Premium Waiver Claims: 82.3.1. Copy of marriage certificate.

82.4 How to activate the Voluntary Policy Pause and Premium Holiday: 82.4.1. You can elect to activate the Voluntary Policy Pause and Premium Holiday policy features by using any of the following methods: 82.4.2. You may call the Asuer Client Care Centre on 010 823 7237; or 82.4.3. You may email Asuer at insure@asuer.co.za.

82.5 Voluntary Policy Pause activation: 82.5.1. No documents are required.

82.6 Premium Holiday activation: 82.6.1. No documents are required.

Beneficiary

83 In the event of Your death, We will pay the Cover amount of Your Policy to Your Beneficiary. If Your nominated Beneficiary is deceased, or if no Beneficiary was nominated on the death of the Policyholder, the Cover will be payable to your Partner, next of kin or blood relative who is responsible for the payment of the funeral costs and can provide evidence thereof to the satisfaction of the Insurer. If no suitable Beneficiary is found, then the Cover amount will be payable to Your estate.

- 84** When nominating Your Beneficiary, please ensure that You have provided Us with: name & surname, ID number, contact number and relationship of Your elected Beneficiary so that We can fulfil payment of Claims as quickly and efficiently as possible.

Unclaimed benefits

- 85** If a benefit under this Policy is an Unclaimed Benefit, the Administrator will take action to determine if the Policyholder/Beneficiary is alive and/or aware of the benefit payable to him/her under this Policy. Specifically, in the 3 (three) month period after the Unclaimed Benefit arises, the Administrator may:
- 86** attempt to contact the Policyholder/Beneficiary telephonically and electronically to advise them of the Unclaimed Benefit;
- 87** or determine the last known contact information of the Policyholder/Beneficiary by comparing internal and external databases, including the use of internet search engines and/or social media; or
- 88** appoint an external tracing company to locate the Policyholder/Beneficiary.
- 89** Before the end of the 3 (three) month period referred to above, the Administrator will confirm the Unclaimed Benefit and transfer the amount of the Unclaimed Benefit to an account in the name of the Insurer, and the Insurer will accept liability for the Unclaimed Benefit.

Disputed claims

- 90** We will provide You with notice within a reasonable period (10 (ten) business Days) after receipt of the Claim, advising You or Your nominated Beneficiary whether the Claim is accepted or Repudiated or whether the amount claimed is in dispute. The notice will contain the reasons for the dispute or rejection.
- 91** You or Your nominated Beneficiary are granted 90 (ninety) Days from the date of the Repudiation letter or the date on which the Claim was paid to provide Us with written reasons why the Claim should be paid. We will respond to Your written reasons within 10 (ten) Days of receipt of Your written reasons. Should We re-confirm the decision to Repudiate or dispute the Claim, You or Your nominated beneficiary can either refer the complaint to the National Financial Ombud Scheme or institute legal proceedings against Us.

Legislation

- 92** This Policy is governed by South African Law and subject to the jurisdiction of the courts of South Africa.

Cessions and loans

- 93** The rights and obligations of this Policy cannot be transferred to someone else. The Policy cannot be used to secure a loan. This Policy further acquires no surrender, paid up or loan value.

Residence, travel and occupation

- 94** No Cover will be provided to any Life Assured where the Life Assured lives permanently outside the Republic of South Africa.

- 95** The Policy provides Cover to South Africans or South African residents that can provide:
- 95.1** proof of residency (provided by Department of Home Affairs); or
 - 95.2** proof of citizenship and copy of barcoded ID (provided by Department of Home Affairs for foreigners); or
 - 95.3** permanent working permit with a copy of the Life Assured's passport.
- 96** If any Life Assured leaves South Africa on a permanent basis, it is Your responsibility to request, in writing, to end the Cover for the Life Assured.

Right to cancel

- 97** You have the right to cancel this Policy within a 31 (thirty-one) Day Cooling-off Period which is from the date You receive the Policy documentation. We refund any premiums paid in during the Cooling-off Period, provided that no benefit has yet been paid or claimed or a Claim Event has not occurred.
- 98** Cancellation of the Policy must be submitted to the Administrator in writing by You.
- 99** At the end of the 31 (thirty-one) Day Cooling-off Period, You may still give notice to the Administrator to cancel the Policy, but You will not be entitled to a refund of premiums.
- 100** We may cancel the Policy for whatsoever reason by giving You 31 (thirty-one) Days' notice.

Variation

- 101** This Policy is issued on the basis that the statements and information made and set forth in the application form and all declarations made in respect thereof are true and correct and constitute a full disclosure of all facts and circumstances likely to materially affect the assessment of the risk at the time of the issue of this Policy.
- 102** The Insurer will not change or Vary the terms and conditions during the first 12 (twelve) months after the Commencement Date of the Policy unless there are reasonable actuarial grounds to change or Vary the terms and conditions or when the Variation to the terms and conditions will be to the benefit of the Policyholder. After the first 12 (twelve) months, the Insurer reserves the right to change or Vary the terms and conditions annually. Any changes to the terms and conditions will be notified to the Policyholder 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate details of the reasons for any change to the provisions, terms or conditions of the Policy and an explanation of the implications of the change. Any Variations and or changes will be binding on both the Insurer and the Policyholder and can be applied only after written communication of these changes has been sent to the Policyholder's last known address as it appears in our records at that time.

Fraud

- 103** If any fraudulent means are used by the Policyholder or anyone acting on their behalf to obtain any Cover amount under this Policy or if the Claim Event insured against is occasioned by the Policyholder or Beneficiary's intentional act, or with connivance, all benefits under the Policy and all premiums paid in terms of the Policy will be forfeited and the Policy will be voidable at the Insurer's option.

Misrepresentation

- 104** All information provided and declarations made by the Policyholder in the application for this Policy form the basis of this Policy and any misrepresentation, mis-description or non-disclosure of any material fact by or on behalf of the Policyholder shall render this Policy voidable, at the Insurer's option, unless such misrepresentation, mis-description or non-disclosure has been made in good faith.
- 105** It is the responsibility of the Policyholder to inform the Administrator, or the Insurer if any of his/her circumstances change and where this could affect the outcome of a potential Claim and or invalidate this Policy and its Cover. In the event of a misrepresentation of age of Life Assured, the Cover will be revised using the correct age and taking the premium paid, amend the Cover payable to the correct Cover level. In the event of a material misrepresentation that would have resulted in the Policy not being issued, a full refund of all premiums paid will be refunded to the Policyholder or Beneficiary, less costs of any administration or any risk cover enjoyed.

Treating customers fairly

- 106** This product has been created to meet the requirements of our clients. We will at all times deliver on customer service and customer expectations by enforcing the principles of Treating Customers Fairly (TCF). The TCF principles ensure We apply fairness to all client experiences relating to new business, Policy terms, service and claims processes. The TCF framework has 6 outcomes which are:
- 106.1** You are confident that Your fair treatment is key to our culture;
 - 106.2** Products and services are designed to meet Your needs;
 - 106.3** We will communicate clearly, appropriately and on time during the lifespan of Your Policy;
 - 106.4** We provide solutions which are suitable to Your needs and circumstances;
 - 106.5** Our products and services meet your standards and deliver what you expect;
 - 106.6** There are no unreasonable barriers to access our services, or to lodge a Claim or to make any complaints. Protection and processing of personal information
- 107** Your privacy is of utmost importance to Us. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided or which is collected from You is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.
- 108** You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.
- 109** You accept that Personal Information collected by Us may be used for the following reasons:
- 109.1** to establish and verify the Life Assured's identity in terms of the Applicable Laws;
 - 109.2** to enable Us to fulfil our obligations in terms of this Policy;
 - 109.3** to enable Us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
 - 109.4** reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

- 110** We may share Your information for further processing with the following third parties, which third parties have an obligation to keep Your Personal Information secure and confidential:
- 110.1** Payment processing service providers, merchants, banks and other persons that assist with the processing of Your payment instructions;
 - 110.2** Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
 - 110.3** Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities, and other persons that we, in accordance with the Applicable Laws, are required to share the Insured's Personal Information with;
 - 110.4** Credit Bureaus;
 - 110.5** Our service providers, agents and sub-contractors that we have contracted with to offer and provide products and services to any policyholder in respect of this Policy; and
 - 110.6** Persons to whom We cede our rights or delegate our authority to in terms of this Policy.
- 111** You acknowledge that any Personal Information supplied to Us in terms of this Policy is provided according to the Applicable Laws.
- 112** Unless consented to by You, We will not sell, exchange, transfer, rent or otherwise make available any Life Assured's Personal Information (such as name, address, email address, telephone or fax number) to any other parties and You indemnify Us from any claims resulting from disclosures made with Your consent.
- 113** You understand that if We have utilised Your Personal Information contrary to the Applicable Laws, You have the right to lodge a complaint with the Insurer. Should the Insurer not resolve the complaint to Your satisfaction, You have the right to escalate the complaint to the Information Regulator.

Communication

- 114** We will only accept communication as having been submitted by You if done via one of the following channels:
- 114.1** SMS
 - 114.2** Email
 - 114.3** Voice logged phone call
 - 114.4** WhatsApp

Disclosure notice

- 115** Your Intermediary
- 115.2** Registration number: 2019/456886/07
 - 115.5** Telephone: +27 10 823 7237
 - 115.6** Website: www.asuer.co.za
 - 115.7** FAIS registration (FSP No): 50736 and/or Advice for products under: 115.8.1. CATEGORY I: 115.8.1.1. Long-term Insurance: Category A 115.8.1.2. Long-term Insurance: Category B1

- 115.9** Without in any way limiting and subject to the other provisions of the Services their representatives (as defined in the Financial Advisory and Intermediary Service Act) in rendering financial services within the course and scope of their employment. Some representatives may be rendering services under supervision and will inform you accordingly.
- 115.10** Legal and contractual relationship with the Insurer: 115.10.1. This Policy is subject to a cell captive relationship between Guardrisk and Asuer (Pty) Ltd, as a result of a shareholder and subscription agreement concluded share in the profits and losses generated by the insurance business. Asuer (Pty) Ltd earns a commission of 15%, levied on the policy and payable to Asuer (Pty) Ltd monthly.
- 115.11** Professional Indemnity and/or Fidelity Cover: 115.11.1. Asuer has a Professional Indemnity Cover in place.
- 115.12** Claims Procedure including prescription period: 115.12.1. Please see clause 13.
- 115.13** Complaints Details: 115.13.1. Telephone: +27 10 823 7237 115.13.2. Email: complaints@asuer.co.za 115.13.3. Website: www.asuer.co.za
- 115.14** Internal Compliance Department Details: 115.14.1. Telephone: +27 10 823 7237 115.14.2. Email: compliance@asuer.co.za
- 115.15** External FAIS Compliance Officer Details: 115.15.1. Telephone: +27 87 897 6970 115.15.2. Email: elzabe@compliserve.co.za
- 115.16** Conflict of Interest: 115.16.1. Asuer has a conflict of interest management policy in place and it is available to clients on the website.

116 Your Insurer

- 116.1** Business Name: Guardrisk Life Limited
- 116.2** Registration number: 1999/013922/06
- 116.3** Physical address: The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196
- 116.4** Postal address: PO Box 786015, Sandton, 2146
- 116.5** Telephone: +27 11 669 1000
- 116.6** Email: info@guardrisk.co.za
- 116.7** Web: www.guardrisk.co.za
- 116.8** FAIS registration: FSP 76
- 116.9** In terms of the FSP license, Guardrisk Life Limited is authorised to give advice and render financial services for products under: 116.9.1. CATEGORY I: 116.9.1.1. Long-term Insurance: Category A 116.9.1.2. Long-term Insurance: Category B1 116.9.1.3. Long-term Insurance: Category B1-A 116.9.1.4. Long-term Insurance: Category B2 116.9.1.5. Long-term Insurance: Category B2-A 116.9.1.6. Long-term Insurance: Category C
- 116.10** Professional Indemnity and/or Fidelity Cover: 116.10.1. Guardrisk has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.
- 116.11** Compliance Details: 116.11.1. Telephone: +27 11 669 1000 116.11.2. Email: compliance@guardrisk.co.za
- 116.12** Complaints Details: 116.12.1. Telephone: +27 860 333 361 116.12.2. Email: complaints@guardrisk.co.za 116.12.3. Website: www.guardrisk.co.za

116.13 Conflict of Interest: 116.13.1. Guardrisk Life Limited has a conflict of interest management policy in place and it is available to clients on the website.

117 Your Administrator

117.1 Business name: Phakama Administration Services (Pty) Ltd

117.2 Registration number: 1990/002950/07

117.3 Physical address: Greenhill Village Office Park, Candlewood Building, Ground Floor, C/O Nentabos & Botterklapper Street, Die Wilgers, Pretoria, 0184

117.4 Postal address: Private Bag X13, Lynnwood Ridge, 0040

117.5 Telephone: +27 12 348 8310

117.6 Website: www.phakama.co.za

117.7 FAIS registration (FSP No): 1473 117.7.1. CATEGORY I: 117.7.1.1. Long-term Insurance: Category A 117.7.1.2. Long-term Insurance: Category B1 117.7.1.3. Short-Term Insurance Personal Lines 117.7.1.4. Long-term Insurance: Category B2 117.7.1.5. Long-term Insurance: Category C 117.7.2. CATEGORY IV: 117.7.2.1. Assistance business FSP

117.8 Professional Indemnity and/or Fidelity Cover: 117.8.1. Suitable Guarantee of 1 million rand

117.9 Legal and contractual relationship with the Insurer: 117.9.1. Binder holder & Administrator

117.10 Compliance Details: 117.10.1. Compliance Officer: Myra Grobler 117.10.2. Telephone: +27 12 348 8310 117.10.3. Email: myrag@phakama.co.za / compliance@phakama.co.za

117.11 Complaints: 117.11.1. Telephone: +27 12 348 8310 117.11.2. Email: complaints@phakama.co.za 117.11.3. Complaints Management Policy available on website.

117.12 Conflict of interest: 117.12.1. Conflict of Interest Policy available on website.

118 Fees

118.1 Commission fee: 15% of each premium paid

118.2 Binder fees: 9% of each premium paid

118.3 The Intermediary does not hold more than 10% of the relevant product supplier's shares, or has any equivalent substantial financial interest in the insurer.

118.4 During the preceding 12 (twelve) month period the Intermediary has not received more than 30% of total remuneration, including commission, from the insurer.

119 Cooling Off Rights

119.1 If any of the information reflected above and below was given to you orally, this disclosure notice serves to provide you with the information in writing. Should you not be satisfied with the policy, you are entitled to a period up to 31 (thirty-one) Days from date of receipt of the policy within which you may cancel your policy in writing at no cost. Cover will cease upon cancellation of the policy.

119.2 All premiums paid by the policyholder to the insurer within the cooling-off period, up to the date of receipt of the cancellation notice will be refunded to the policyholder provided no claim has been lodged or any benefit paid within this cooling-off period.

120 Other matters of importance

- 120.1** You will be informed of any material changes to the information about the intermediary, insurer and or underwriter provided above.
- 120.2** If we fail to resolve your complaint satisfactorily, you may submit your complaint to the National Financial Ombud Scheme.
- 120.3** You will always be given a reason for the repudiation of your claim.
- 120.4** If the insurer wishes to cancel your policy, the insurer will give you 31 (thirty-one) Days written notice, to your last known address.
- 120.5** You will always be entitled to a copy of your policy at no extra charge.

121 Warning

- 121.1** Do not sign any blank or partially completed application form.
- 121.2** Complete all forms in ink.
- 121.3** Keep notes of what is said to you and all documents handed to you.
- 121.4** Where applicable, call recordings will be made available to you within 7 (seven) Days of request.
- 121.5** Don't be pressurised to buy the product.
- 121.6** Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance.

122 Waiver of Rights

- 122.1** No insurer and/or underwriting manager and/or intermediary may request or induce in any manner a client to waiver any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

123 Particulars of the National Financial Ombud Scheme (for claims/service related matters)

- 123.1** Physical Address: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7708; or 110 Oxford Road, Houghton Estate, Illovo, 2198
- 123.2** Telephone: 0860 800 900
- 123.3** Email: info@nfosa.co.za
- 123.4** Website: www.nfosa.co.za

124 Particulars of the Financial Sector Conduct Authority

- 124.1** Postal address: PO Box 35655, Menlo Park, 0102
- 124.2** Telephone: +27 12 428 8000
- 124.3** Fax number: +27 12 346 6941
- 124.4** Email address: info@fsca.co.za

125 Particulars of FAIS Ombudsman (for product/advice related matters)

- 125.1** Postal Address: PO Box 41, Menlyn Park, 0063
- 125.2** Telephone: +27 12 762 5000
- 125.3** Sharecall: +86 066 3274
- 125.4** Email address: info@faisombud.co.za

126 Particulars of the Information Regulator (for any breach relating to personal information)

126.1 Postal Address: PO Box 31533, Braamfontein, Johannesburg, 2017

126.2 Telephone: +27 10 023 5200

126.3 Email address: POPIAComplaints@inforegulator.org.za