

## POLICY WORDING – TERMS AND CONDITIONS

This Policy Document sets out the terms and conditions which regulates our relationship and must be read as one document together with your policy Schedule and any other associated documentation. This Policy shall not be invalidated if any incorrect statement is made in good faith, unless the error of such a statement is likely to have materially affected the assessment of the risk under the Policy at the time the Policy was issued. Please contact our offices if you require any information regarding your Plan. A copy of your Policy Document can also be viewed on our website at [solacebenefits.co.za/compliance](https://solacebenefits.co.za/compliance) or requested from our Customer Service Department by calling [0860 765 223](tel:0860765223).

If you feel that your personal information has been processed by us without your consent or that your rights, in terms of the POPI (Protection of Personal Information) Act, have been violated, you may send a complaint through to our Information Officer at the following email address: [popi@solacebenefits.co.za](mailto: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 an uncertain event, a chance and by violent, external and visible means independently of any other cause, excluding suicide.
- 1.2 **Child/Children:** Your biological, legally adopted, or step-child/children who are below the age of 18 (eighteen) years old. You can register up to 5 (five) unmarried children to be covered under your Policy. Certified proof of your relationships will be required. (Not applicable to Individual Plans).
- 1.3 **Claim:** A demand for cash benefits by a claimant or beneficiary, in relation to this Policy, irrespective of whether or not the person's demand is valid (unless the context indicates otherwise).
- 1.4 **Grace Period:** The period allowed for the payment of an outstanding Insurance Premium. The Grace Period is 20 (twenty) days from the date you receive written notice that we have not received your payment. In the event of a claim during the Grace Period, the outstanding Premium may be deducted from the cover amount payable.
- 1.5 **Insurer:** Centriq Life Insurance Company Limited ("Centriq Life"), a licensed life Insurer and authorised Financial Services Provider (FSP No. 7370).
- 1.6 **Insurance Premium:** The amount you, through your employer, are required to pay monthly in advance, in order to enjoy the benefits of the Plan.
- 1.7 **Insured Person/s:** This is any person listed on the policy Schedule as being covered by the Policy, and which satisfies the definitions of a Policyholder, and with Family Plans, Spouse and Child.
- 1.8 **Intermediary:** Legal and Tax Services (Pty) Ltd authorised by the Insurer to market and administer the Policy as the non-mandated Intermediary is an authorised Financial Services Provider (FSP No. 28566). Solace Benefits "Solace" is a division of Legal and Tax services. "Solace", "We" or "Us" may be used interchangeably.
- 1.9 **Nominated Beneficiary:** The person nominated by you to receive the insurance cash benefit upon your death. For all other deaths covered by this Policy, you are the beneficiary.
- 1.10 **Plan:** The funeral insurance cash benefit and if applicable VAS (Value-added Service) benefits.
- 1.11 **Policy:** This document, read together with the Schedule, which governs all aspects of our relationship.
- 1.12 **Policyholder:** The main insured person reflected 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.
- 1.13 **Schedule:** The document to which this Policy is attached that contains important information on the Insured Persons, Plan benefits, Premiums payable and the maximum cover amount.
- 1.14 **Spouse:** A partner in marriage, legally recognised 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 months or more) and as nominated by the Policyholder. There may only be one spouse insured under your Policy at any point in time. Certified proof of your relationships will be required. (Not applicable to Individual Plans).
- 1.15 **Value-Added Services (VAS):** These are non-insurance services and benefits that form part of your Plan over and above the funeral insurance cash benefit underwritten by the Insurer. Any value-added service that forms part of a Plan will be indicated on an annexure to this document titled "Value-Added Services Guide".
- 1.16 **Waiting period:** The period during which no claims will be paid (see clause 8).



## **2 YOUR FUNERAL PLAN**

- 2.1 Your Plan is a funeral insurance product which pays a fixed cash amount in the event of a death, subject to the terms and conditions of this Policy. We cover deaths of insured persons who are South African citizens regardless of the country in which the death occurs. We only cover deaths of foreigners which occur within the borders of South Africa, provided that we are supplied with adequate proof of death.

## **3 COVER AMOUNT**

- 3.1 The cover amount (i.e., the amount your Plan will pay in the event of the death of a person covered by the Policy).

## **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, and subject only to the Family Plan, your Spouse and a maximum of 5 (five) unmarried Children under 18 (eighteen) years of age and as listed in the Schedule are covered.

## **6 MONTHLY PLAN AND PAYMENT TERMS**

- 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 payment date falls on a weekend or public holiday, we may process your 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 we notify you of non-payment. If the payment is met, your insurance benefit starts again from that payment, and you may be subject to a new Waiting Period if not previously satisfied.
- 6.4 If your first Premium payment remains unpaid after the Grace period, your Policy will automatically be cancelled and we will not invoice your employer for your policy again. If you wish to reinstate your Policy, you may do so within 2 (two) months of it being cancelled, but you may be subject to new Waiting Periods if not previously satisfied.
- 6.5 Should a claim related to an event occurring during an unpaid period, any Premiums missed will be deducted from the applicable cover amount.

## **7 HOW TO CANCEL YOUR PLAN**

- 7.1 You may cancel your Plan within the first 31 (thirty-one) days of receipt of your Policy Document (cooling-off period) and we may refund any Premium paid. You may need to submit supporting documentation before any refunds are processed.
- 7.2 You may cancel at any time after the cooling-off period and you can either call us or send a written request. The Policy will automatically be cancelled if your debit order is returned unpaid by your bank with an unpaid code that requires us to stop debiting your account. We do not refund Premiums outside of the cooling-off period unless there was no consent to debit your account.
- 7.3 We are also entitled to cancel the Policy at any time with 31 (thirty one) days written notice, without reasons.
- 7.4 We may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other necessary action to comply with the law and prevent or stop any undesirable or criminal behaviour.
- 7.5 The Policy is automatically cancelled upon notification of:
- 7.5.1 the Policyholders death,
  - 7.5.2 when the Policyholder ceases to be an employee of your current participating employer; or
  - 7.5.3 your participating employer withdraws.

## **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 together with 6 (six) consecutive Premium payments from the date of first payment;
  - 8.2.2 For death due to suicide, there is a 12 (twelve) month waiting period together with 12 (twelve) consecutive Premium payments from the date of first payment;
- 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.

- 8.4 If a new family member is added to your Plan, then the above Waiting Periods will apply to them, calculated from payment of their first Premium. (Not applicable to Individual Plans).
- 8.5 Subject to clause 19, in the event of your death and provided that no Waiting Period applies, we may waive a Waiting Period for a surviving Spouse should the Spouse elect to take out a new Policy, directly with Legal and Tax Services, as the Policyholder. If a Waiting Period under your Policy has not yet expired, we may however impose a Waiting Period to the Spouse's new Policy, equal to the remaining balance of the Waiting Period under this current Policy. (Not applicable to Individual Plans).

## 9 EXCLUSIONS

No claim will be paid if death results from or is related to (whether directly or indirectly):

- 9.1 Participation in mass action or protest, contamination or damage from nuclear material, war, hostilities, rebellion, unlawful labour disturbances, public disorder, civil disobedience, resisting or impeding lawful authority, intimidation, conduct contrary to public policy or tainted with illegality or involving indecent or unlawful sexual behaviour or based on malice or vexatious conduct on your part or undertaken to further ideological objectives (e.g. political, economic or environmental) or political activities, or which may harm the interests or wellbeing of any organ of state or municipality.
- 9.2 Exposure to atomic energy, nuclear reaction, nuclear or biological or chemical hazards, or similar event;
- 9.3 Substance abuse, including but not limited to drugs or alcohol;
- 9.4 Any criminal or prohibited act as defined by the laws governing the Republic of South Africa, this specifically includes, but is not limited to acting or driving under the influence of alcohol or drugs.
- 9.5 Reckless or unlawful endangerment of your own life or any other life insured;
- 9.6 A claim or part thereof that is in any way fraudulent, or if any fraudulent means or devices are used by you or anyone acting on your behalf, providing information regarding the claim for you, to obtain any insurance benefit under this policy (whether successfully, or not), or if any event is caused by or arises out of your intentional conduct, or any person acting on your behalf with your connivance; and/or any fraudulent information and/or documentation, whether created by you or any other party is provided by you or anyone acting on your behalf or with your connivance to us in substantiation or support of any claim under this policy and whether or not the claim itself is fraudulent; and/or if the quantum, in whole or part, of any claim is exaggerated by any degree whatsoever by you or anyone acting on your behalf or with your connivance, for any reason whatsoever and whether or not the claim itself is fraudulent. Should this exclusion apply, benefits afforded in terms of this policy in respect of such claim will be forfeited and we will have no liability whatsoever to you in respect of such claim in its totality.

## 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 the cancellation of this Policy.

## 11 HOW TO REPORT CLAIMS

- 11.1 We must be notified within 3 (three) months of a death of any insured person, failing which we may elect to repudiate a claim.
- 11.2 When there is a potential claim, you must contact our Customer Service Department on [0860 765 223](tel:0860765223) to assist you with a claim sheet as well as the list of supporting documentation you 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 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 your completed claim sheet, we may still request further information should we feel this information will be required or necessary to prove a claim. Failure to provide further information within a reasonable period, normally 30 (thirty) days, may result in the closure of your claim until such time as you comply. If at a later stage, the further information is received, a claim may be repudiated if Policy conditions are not satisfied.
- 11.7 We are entitled to investigate the claim, and you grant us full authority and power of attorney to freely contact any person and or institution to 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 a claim and will communicate with you, a claimant 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 Provided we have received the claim sheet (fully completed with all supporting information), claims may be paid within 24 (twenty four) hours of being approved, excluding weekends and public holidays.

## 12 CLAIM BENEFICIARIES

- 12.1 In the event of the death of an insured person, you are the beneficiary. (Not applicable to Individual Plans).
- 12.2 In the event of your death, the person who will receive the insurance cash benefit amount will be your Nominated Beneficiary. It is recommended that you nominate a person over the age of 18 (eighteen) years with a South African Bank account, 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. If you fail to appoint a Nominated Beneficiary, your Spouse may receive the insurance cash benefit.
- 12.3 If you do not have a Spouse or Children, the insurance cash benefit may be paid in accordance with the Administration of Estates Act and or the Intestates Succession Act.

## 13 CLAIM REPUDIATION

- 13.1 If cover is not approved and a claim is repudiated, you, or a claimant will be notified in writing, and you will be provided with detailed reasons for such a decision.
- 13.2 If you, or a claimant do not agree with the repudiation, you have 90 (ninety) days to make written representations to us. Complaints may also be lodged directly with the Insurer ([complaints@centrig.co.za](mailto:complaints@centrig.co.za)), the FAIS Ombud, the National Financial Ombud Scheme or the Financial Sector Conduct Authority.
- 13.3 You, or a claimant 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, the claim will lapse.

## 14 ANNUAL INCREASE

- 14.1 We may increase the Premium each year by an amount not exceeding 10% based on product review performance or additions. The maximum cover amount may increase by an approximate corresponding percentage provided that it does not exceed that allowed by legislation. You will have 31 (thirty-one) days' notice before the increase takes effect.
- 14.2 If you are dissatisfied with the increase, you may select a more affordable Plan (if applicable), or you may cancel, failing which the increase will come into effect.
- 14.3 If your claim has been approved the maximum cover amount may not increase due to the annual increase in your Premium, but will remain at the amount applicable when the claim was approved.

## 15 NOTICES AND COMMUNICATIONS

- 15.1. 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 such email or SMS, and within 3 (three) business days if sent by post.

## 16 GENERAL TERMS

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.

## 17 AIRTIME BENEFIT

- 17.1 We may give you or the claimant a once-off airtime voucher approved by us (or the closest voucher amount available on their network) to assist in making funeral arrangements.

## 18 FAMILY EXTENDER

- 18.1 In the event of your death, the surviving family members covered on your Plan will be entitled to a 3 (three) month payment holiday and extended cover, provided that the Premiums for the Plan have been fully paid for the previous 24 (twenty four) consecutive / equivalent months. (Not applicable to Individual Plans).



## 19 TREATING CUSTOMERS FAIRLY (TCF)

- 19.1 TCF was implemented by 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.
- 19.2 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 believe.
  - **Outcome 6:** Customers do not face unreasonable post-sale barriers to change products, switch providers, submit a claim or make a complaint.

## 20 COMPLAINTS

- 20.1 The purpose of our Complaint Resolution Policy is to ensure compliance with the Short-Term and 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

- 20.2 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](mailto:complaints@solacebenefits.co.za). The complaint should contain sufficient detail regarding:
- 20.2.1 The full names, ID / passport number and contact details of the complainant;
- 20.2.2 The full names, ID /passport number and contact details of the client (if different from the complainant);
- 20.2.3 Full details of the Policy or policy number, where applicable;
- 20.2.4 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

- 20.3 The following is a step-by-step guideline of how a complaint will be dealt with, once received by us:
- 20.3.1 The complaint will be acknowledged within 24 (twenty-four) hours of receipt.
- 20.3.2 It will be assessed and logged into our central complaints register. The complaint will be allocated to our trained and skilled Complaints Officer.
- 20.3.3 The Officer will investigate and respond with findings within 5 (five) to 10 (ten) business days. You may be requested to provide additional information before we provide a final resolution. If we require further time to investigate the complaint, this will be communicated in writing.
- 20.3.4 We will provide a response in writing or verbally with full reasons for our decision.
- 20.3.5 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:
- 20.3.5.1 Refer the matter to the Insurer being Centriq by emailing [complaints@centriq.co.za](mailto:complaints@centriq.co.za).
- 20.3.5.2 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](http://www.faisombud.co.za) or you may contact them on [0860 663 247](tel:0860663247).
- 20.3.5.3 Refer the matter to the National Financial Ombud Scheme. You may file the Complaint on their website [www.nfosa.co.za](http://www.nfosa.co.za) or you may contact them on [0860 800 900](tel:0860800900).
- 20.3.5.4 Alternatively refer the matter to the Financial Sector Conduct Authority by contacting them on [+27 \(12\) 428 8000](tel:+27124288000) or visit their website [www.fsc.co.za](http://www.fsc.co.za).
- 20.3.5.5 Seek legal advice from an attorney regarding any legal action that may be taken.
- 20.3.5.6 Refer the matter for conciliation.

## 21 PERSONAL INFORMATION AND COMMUNICATIONS

- 21.1 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.



- 21.2 Your information shall be kept confidential. However, we may disclose it to certain third parties (as required in the normal course of our business), 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.
- 21.3 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 the personal information that we process to ensure that your privacy and confidentiality is upheld.
- 21.4 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.
- 21.5 All our case records are kept for a minimum period of 5 (five) years, which is a statutory requirement in terms of FAIS.
- 21.6 The information submitted by you will be made available to and processed by us where required, as well as our external compliance officer for audit purposes, the Regulator (FSCA) and any Ombud who has jurisdiction.

This document is to be read together with our Privacy and PAIA Policy 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 Privacy Policy, 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 Customer Service Department to [info@solacebenefits.co.za](mailto:info@solacebenefits.co.za), our Information Officer to [popi@solacebenefits.co.za](mailto:popi@solacebenefits.co.za) or contact us on [0860 765 223](tel:0860765223).