



FUNERAL PLAN

This document sets out the terms and conditions which govern our relationship. If you have any questions, please call our Customer Care department on 0860 587 587.

DEFINITIONS

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

"Accidental death" means a death will be deemed to be accidental if it was caused solely and directly by a sudden, fortuitous and uncertain event and by violent, external and visible means independently of any other cause.

"Beneficiary or Nominated Beneficiary" means the person or persons who has/have been nominated by you to receive the benefit on your death, provided you are the Principal Insured Person.

"Children" means the Principal Insured's biological or legally adopted minor child, who are over the age of 6 (six) months and below the age of 21 (twenty one) years.

"Dependant" means a person who is financially dependent on the Principal Insured at the inception date and immediately prior to the Dependant experiencing a claim event.

"Exclusions" means any conditions or illnesses that are excluded for a period as determined by the Insurer.

"Extended family member" means a person who is a Dependant of the Principal Insured or its spouse whose relationship with the insured can be described by one of the following: Adult Child, Biological Brother or Biological Sister, Niece or Nephew, Aunt or Uncle.

"Grace Period" means the period of grace allowed for non-payment of Premium. The Grace Period is 30 (thirty) days from the first day of the month in which the Premium was due. During the Grace Period, the policy will be suspended and no claims will be entertained.

"Inception Date" means the date on which the policy first became active which is after payment of the first premium.

"Insured Person" means a natural person in whose name a benefit will be paid in the event of their death.

"Insurer" means Centriq Life Insurance Company Limited.

"Intermediary" means Legal and Tax Company Limited.

"Month" means one full calendar month commencing on the first day of each month.

"Parent" means a Parent of the Principal Insured or its spouse who is nominated as a Parent in the Policy/Benefit schedule, subject to the terms and conditions of this policy. A Parent must be one of the following: Biological father or mother, Legally Adoptive father or mother, Legal guardian, Stepfather or stepmother.

"Principal Insured" means the natural person, the Policy Holder in whose name the agreement is entered and whose name is reflected on the Schedule.

"South African Borders" means the land within the registered and published national boundaries of the Republic of South Africa.

"Spouse" means a partner in marriage, civil union, domestic partnership or common-law marriage but subject to being registered at the Department of Home Affairs.

"Underwriter" means Centriq Life Insurance Company Limited.

"Waiting period" means the period during which no claims will be entertained.

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WHAT IS YOUR FUNERAL PLAN?

Your Funeral Plan is a funeral insurance product that pays a fixed cash amount in the event of death, and is underwritten by Centriq Life Insurance Company Limited (FSP No. 7370). We are Legal and Tax Services (Pty) Ltd (FSP No. 28566), and are authorized by Centriq Life Insurance Company Limited to market and administer all aspects of this Policy. We are an Authorised Financial Services Provider.

The conditions of this policy are consistent with the provisions of the Long-term Insurance Act (Act No. 52 of 1998).

The Welcome Letter (sent together with this document) contains important information, and forms part of this Policy document.

EASY TO USE

We have a variety of ways for you to use our services:

- Phone 0860 587 587 to speak to an advisor.
- Email members@legalandtax.co.za. We will be in touch.
- SMS the word "Assist" to 31690. We will call you.
- Website – go to www.legalandtax.co.za and enter your message directly on our site. We will reply.

Office hours:

Mon-Thurs: 8:30am – 4:30pm

Fri: 8:30am – 3:30pm

ONE PLAN PROTECTS THE WHOLE FAMILY

- The minimum entry age of the Principal Insured is 18 (eighteen) years of age and the maximum entry age is 63 (sixty three) years of age on the Inception Date. You, your spouse and unmarried and dependent children under 21 (twenty one) years of age are covered. We may ask for proof of marriage or birth in the form of an unabridged certificate. A legal entity (e.g a company, trust, partnership) cannot be a member of the Plan, and you must be a South African permanent resident or be in possession of a valid passport and work permit. All recognized marriages and unions must be registered at the Department of Home Affairs.

BENEFICIARIES

- You may nominate a person as the Beneficiary in terms of this policy to receive the benefits if you die. If you want to change your nominated Beneficiary, you must inform us in writing or telephonically of any change. If no beneficiary is nominated and there is a valid claim on the death of the Insured, the benefit will be paid in descending order: The Spouse, and if there is no Spouse then; Adult Child, and if there is no Adult Child then; Parent, and if there is no Parent then; The estate of the deceased Insured Person. We shall require proof of the claimant's relation to the deceased.

NOMINATION OF BENEFICIARY

- It is suggested that a person over the age of 18 (eighteen) years be nominated as Beneficiary, to ensure that the benefit is available immediately after the death of the Insured Person. If the Nominated Beneficiary is under the age of 18 (eighteen) at the time of your death, the benefit will be paid to the Beneficiary's Surviving Parent, Adopted Parent, Legal Guardian or to the Guardian's Fund.

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INSURABLE INTEREST

- You are required to have an insurable interest in the Insured Person meaning there needs to be a recognised relationship between you and the Insured Person and as a result of this relationship, you will suffer a financial loss in the event of the death of the Insured Person. Where no insurable interest exists, the policy shall be void from the Inception Date and no claim will be payable and no refunds will be processed.

WAITING PERIODS

- No claim will be accepted if the person dies within the first 6 (six) months (calculated from date of 1st premium paid), unless death occurs as a result of an accident and the person is 14 (fourteen) years and older. In other words, the only cover that exists within the first 6 months of cover is for Death as a result of an Accident to a person 14 (fourteen) years and older. Death must occur within 90 (ninety) days of the accident.

ADDED COVER AND OPTIONAL BENEFITS PARENT

- You can elect to extend cover under Your Funeral Plan for your parent/s. Only you or your spouse's natural, adoptive or step-parents may be covered, whose name is set out in the Welcome Letter. A parent may not be older than 74 years at entry age. All the terms and conditions of Your Funeral Plan set out herein apply to parents, and the Waiting Period (see above) will be calculated from the 1st premium paid relating to your parent. The cash benefit will be paid to you upon a parent's death.

INCREASED ACCIDENTAL DEATH COVER

- You can also take out Increased Accidental Death Cover, this will increase the amount paid to you in the event of Accidental Death. This means that if a person covered by this Policy who is 14 years or older (i.e children 13 or younger are excluded from this benefit) dies as a result of an Accident (as defined above), an additional amount will be paid over and above the Cover Amount. The Accident must take place after expiry of the 6 month waiting period (see above), and death must occur within 90 days of the Accident. This provision specifically relates to the Increased Accidental Death Cover and does not affect the Accidental Death cover set out above, which is not subject to any waiting period, and commences upon payment of the first premium.

Types of Death	Cover
1. Accidental Death	Covered immediately after we have received your first paid premium. E.g. death due to a car accident.
2. Death Due to Natural Causes	Covered after a 6-month waiting period provided that you have paid your monthly premiums in full. E.g. Cancer, Diabetes, HIV/AIDS etc.
3. Suicidal Death	Covered after a 24-month waiting period provided that you have paid your monthly premiums in full.



ADDITIONAL BENEFIT*

Legal Helpline* Call our in-house legal advisors during office-hours to get free legal advice on any legal matter.

Tax and Debt Helpline* Call our in-house tax advisors during office-hours to get free tax and debt advice.

**Both the Legal, Tax and Debt Helplines can be used immediately, as often as is needed (call 0860 587 587).*

If the Policyholder holds six consecutive premium payments, he or she will receive the following added benefits in addition to the above and a successful claim:

1. A Once off grief counselling session if and where necessary;
2. Depending on the client's selected network, a once off airtime voucher, calculated to the closest available voucher

Funeral Gold: R107

Funeral Prestige: R250

Funeral Prestige +: R350

TRAUMA ASSIST*

- In an emergency, we go the extra mile for our members. Trauma Assist will connect you to a crisis manager within minutes or to a private ambulance service and medical assistance. Members will receive a benefit per annum for ambulance services and for counselling services.

HOW TO CANCEL YOUR PLAN

- You may cancel at any time by giving 31 (thirty) days' notice. You can either call us or send a written request by letter or email.
- Should your policy be cancelled within the first 31 (thirty) days of the date of application (cooling off period), the premium will be refundable if it has been deducted from your nominated bank account. You may need to submit supporting documentation before any refunds are granted.
- The Plan will automatically be cancelled if your debit order is returned unpaid by the Bank with an unpaid code that requires us to stop debiting.
- The Plan also automatically cancels upon notification of the Policy Holders death.
- We do not refund premiums unless there was no authority to debit your account.
- We reserve the right to cancel your Policy provided that 31 (thirty) days' written notice has been provided to you.

MONTHLY PLAN, PAYMENT TERMS AND UNPAID DEBIT ORDERS

- The Plan will run for one month at a time. You must pay the amount due (which is set out in your Welcome Letter) monthly in advance ("the premium"). The Plan will automatically continue for one month at a time, until you stop paying the premium.
- If your debit date falls on a weekend or public holiday, we may process your debit order either shortly before or shortly after the weekend or public holiday.
- If your debit order is unpaid, you will have a 20 day grace period to pay the premium. If the debit order is not met your legal insurance benefit will commence from your next payment and will be subject to a new Waiting Period.

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Legal and Tax Services (Pty) Ltd is an Authorised Financial Services Provider, FSP No. 28566.
Legal Expense Insurance underwritten by Centriq Insurance Company Limited, FSP No. 3417.
Funeral Benefits underwritten by Centriq Life Insurance Company Limited, FSP No. 7370.



- If your debit order is unpaid on 3 successive due dates, we will automatically apply the Protector Benefits to your Plan, which is designed to keep you covered at a lower premium. This means that your Plan will continue and you will still be able to get free legal, tax and debt advice, but the Insurance benefit will be limited to R7500. All these details will be set out in your Welcome Letter. If your first Protector debit order is returned unpaid, your plan will be cancelled and we will not debit you again without you requesting us to do so.

ANNUAL INCREASE

- We may increase the premium each year by an amount not exceeding 9%.
- We further reserve the right to amend the policy at our discretion.
- The Maximum Cover Amount will increase by a corresponding percentage. We will send you notice when the increase takes effect. Increases will normally be made in September, although we may make the increase in a different month.
- If you are dissatisfied with the increase or amendment, you may cancel within (1) one month of receiving notification thereof, failing which the increase and or amendment will come into effect.
- No amendments or variations of these terms and conditions will be accepted, and no representations made contrary hereto can be relied on, unless approved by the Insurer.
- The liability of the Insurer shall be limited to the cover as stated in this policy.

GENERAL TERMS

- We can amend these terms and conditions on one month's written notice. If you are unhappy with the amendment, you may cancel within one month of receiving notification, failing which the amendment will come into effect.
- No amendments or variations of these terms and conditions will be accepted, and no representations made contrary hereto can be relied on, unless signed by our underwriters.
- If we need to send you a written 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 hours of email or SMS, and within 3 days if sent by registered mail.
- 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 necessary legal means to check and validate the information you provide to us.
- Your information shall be kept confidential, however, we shall 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 as may be otherwise legally required by us.
- Where your personal information is shared with third parties, we 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 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.
- 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 with is accurate and correct. We will retain your personal information only for as long as we are legally required to and will destroy the personal information you have provided to us upon your request or when we are no longer required to retain this information by law.



- All our case records are kept for a minimum period of 5 years and this is a statutory requirement in terms of FAIS.
- The information submitted by you will be made available to and processed by our staff where required, as well as our external compliance practice 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 is available on our website and which you are deemed to have read, accepted and agreed to by taking out this policy with us. 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 Care Department at the following email address info@legalandtax.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 POPI Officer at the following email address popi@legalandtax.co.za. or you may submit your complaint directly to the Information Regulator.

CLAIMS

- You must notify us within six (6) months of death. We will not accept late notification.
- You must complete a claim form in full as requested by us. We will also require all supporting information and evidence required to prove your claim.
- After receipt of your claim form, we may still request further information if we feel this information will be required or necessary to prove your claim.
- We are entitled to investigate the 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.
- You are obligated to furnish us with documents reasonably requested to assess your claim.
- Copies certified by a Commissioner of Oaths will be accepted.
- We shall at all times have the right to inspect all documents relating to the policy and will communicate with you, your Nominated Beneficiary or appointed Executor regarding any problems with the documentation.
- Failure to provide the claim form or further information within a reasonable period (normally 30 days) will result in cover being declined.
- Claims are usually paid within 2 working days. However, with respect to incomplete claims and claims subject to investigations, we will advise you in writing within 7 days of submitting the completed claim, whether the claim has been approved or rejected.



The following documentation may be required for a valid claim but is not limited to:

- Application for Payment of a Funeral Claim Form, completed and signed by the beneficiary;
- Certified copy of death certificate;
- Certified copy of deceased member's ID document, no more than 3 (three) months old;
- Certified copy of beneficiary(ies) ID document, no more than 3 (three) months old;
- Certified copy of marriage certificate, no more than 3 (three) months old;
- Notification/ Register of Death;
- Three (3) months bank statement of the member prior to death;
- Three (3) months bank statement of the claimant.
- If the deceased died due to unnatural causes, the following may be required as well:
- Police report – to be completed by the investigating officer;
- Full post mortem report;
- Body Identification form;
- Road traffic accident report (if applicable);

CLAIM REJECTION

- If we reject your claim, you will be notified in writing, and we will give you the reasons for the decision.
- If you wish to contest the rejection, you will have 90 days to make written representations to us, to be marked for the attention of the Claims Manager. We will respond in writing within 14 days. You may also lodge a complaint under the Financial Services Ombuds Schemes Act or with the Long-term Insurance Ombudsman.
- You have 180 (one hundred and eighty) days from the expiry of the above 90 (ninety) day period to institute legal action to dispute our decision and if you do not, failing which any claim against us will lapse.
- Failure to provide the claim form (fully completed with all supporting information and evidence), within 30 (thirty) days of first submitting a claim, will result in cover being declined. All costs and expenses incurred in providing us with information or evidence are for your own account.

DISCLOSURES

- You must disclose all material facts accurately and completely. All answers, statements and any other information you provide are your own responsibility. Incorrect information, non-disclosure or misrepresentation of information may influence claims arising from your contract of insurance. Failure to do so could result in us rejecting your claim.



CIRCUMSTANCES UNDER WHICH NO BENEFIT WILL BE PAID

- No claim will be paid if death results from or is related to:
- 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 these type of events.
- Suicide or attempted suicide within 24 months of first payment, whether by own hand or not.
- Substance abuse, including but not limited to drugs and alcohol.
- We shall have no liability whatsoever under this policy where any claim arises from, or is the result of any contravention of any criminal law, whether legislative or at common-law (including fraud), by you or an Insured Person, or by anyone acting on your or an Insured Person's behalf or with your or an Insured Person's consent, or by any person claiming any benefit under this policy.
- We shall also have no liability whatsoever under this policy if any claim under this policy is in any respect fraudulent; it is found that fraudulent means or false information was used to benefit from the cover granted; you knowingly allow anyone acting on your behalf to provide false information to obtain a benefit; or you deliberately and wilfully conspire to cause, aggravate or accelerate the illness or accident that gives rise to a claim.
- All benefits afforded in terms of this policy in respect of such claims, and premiums paid in respect of such policy shall be forfeited, and this policy may be voided or cancelled as from the date of the criminal and fraudulent offence.

SURRENDER AND ASSIGNMENT

- 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.

COMPLAINTS RESOLUTION POLICY

- Should you have any complaints, details of our complaints procedure can be found in our Complaint Resolution Policy on our website www.legalandtax.co.za. You may also contact our Customer Care Call Centre.
- We request that your complaint be submitted to us in writing within 30 (thirty) days of a dispute arising. Please address your written complaints to the Complaints Officer: complaints@legalandtax.co.za.
- The purpose of the Complaint Resolution Policy is to ensure compliance with the Short Term Insurance Act, Financial Advisory and Intermediary Services Act (FAIS), the Policy Holder Protection Rules and any other applicable legislation. We have embedded the Principals of TCF (Treating Customers Fairly) into our culture and it forms the foundation of our commitment to our policyholders.
- 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.
- We subscribe to all six outcomes of TCF which are contained in our Complaint Resolution Policy.

The above policy wording and schedule must be read as one document. 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 offices should you require any information on any aspect of your policy. A copy of the policy wording can also be viewed via our website at www.legalandtax.co.za or may be obtained through our Customer Care Call Centre on 0860 587 587.

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