

## POLICY WORDING – TERMS AND CONDITIONS

This document sets out the terms and conditions, which govern our relationship and must be read as one document together with the Policy Schedule and any other associated documentation. This policy, however, shall not be invalidated on account of any incorrect statement made in good faith, unless the incorrectness of such statement is of such a nature as to be likely to have materially affected the assessment of the risk under the policy at the time the policy was issued. Please contact our offices should you require any information on any aspect of your plan. A copy of the policy wording can also be viewed on our website at [www.legalandtax.co.za](http://www.legalandtax.co.za) or you may contact our Customer Care department.

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](mailto:popi@legalandtax.co.za), or you may submit your complaint directly to the Information Regulator.

### 1. DEFINITIONS

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

- 1.1. **Accidental death:** A sudden, unexpected, unforeseen, unintended death caused solely and directly by a chance and uncertain event and by violent, external and visible means independently of any other cause.
- 1.2. **Child/Children:** Your biological, legally adopted, or step-child/children below 18 (eighteen) years old. Certified proof of marriage or civil union, birth, or adoption will be required before a claim is accepted.
- 1.3. **Grace Period:** The interval allowed for the for payment of an outstanding premium. The Grace Period is 20 (twenty) days from the day your premium was due. In the event of a claim during the Grace Period, the outstanding premium will be deducted from the amount payable to you or your nominated beneficiary.
- 1.4. **Insurer:** Centriq Life Insurance Company Limited (“Centriq Life”), a licensed life insurer and authorised financial services provider (FSP No. 7370).
- 1.5. **Intermediary:** Legal and Tax Services (Pty) Ltd (Financial Services Provider No. 28566). “We” or “Us” may be used interchangeably.
- 1.6. **Nominated Beneficiary:** The person nominated by you to receive the cash benefit on your death. For all other deaths covered by this Policy, you are the beneficiary.
- 1.7. **Parent:** The natural, legally adoptive or step-parent of the Policyholder or his/her spouse. A maximum of 4 (four) Parents may be covered.
- 1.8. **Plan:** The Funeral Insurance cover, Accidental Death cover, where applicable, as well as any value-added services included in this product.
- 1.9. **Policy:** This Policy document, read together with the Schedule, is your Policy, which governs all aspects of our relationship.
- 1.10. **Policyholder:** The person reflected as the policyholder in the schedule. A legal entity cannot be the policyholder. The policyholder must be a South African permanent resident or be in possession of a valid work or other permit, which allows the Policyholder to remain in South Africa on a long-term basis as required by the Immigration Act. “You” or “Your” may be used with the same meaning.
- 1.11. **Premium:** The amount you are required to pay monthly in advance, in order to enjoy the benefits of the plan. The premium is set out in the schedule.
- 1.12. **Schedule:** The Policy Schedule to which this Policy is attached. In addition to other important information, the Schedule contains the name of the Policyholder, the funeral cash benefit amounts, the amount of the Premium, and bank account details.
- 1.13. **Spouse:** A partner in marriage, legally recognised union or customary marriage concluded in accordance with the applicable indigenous law, religion or tradition, which may be subject to registration at the Department of Home Affairs, or a common law spouse or life partner of the Policyholder and as nominated in writing by the Policyholder. There may only be one Spouse insured under this Plan at any point in time. Certified written proof of marriage or an affidavit will be required.
- 1.14. **Value-Added Services (VAS):** These are services and benefits that form part of your Plan over and above the insurance cover provided by the insurer. Any value-added service that forms part of this Plan will be indicated next to the relevant heading by using the following format: <sup>[VAS]</sup>



1.15. **Waiting period:** The period during which no claims will be paid (see Clause 9).

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

## 2. YOUR FUNERAL PLAN

- 2.1. Your funeral plan is a funeral insurance product that pays a fixed cash amount in the event of death, subject to the terms and conditions of this policy. We cover deaths of persons who are South African citizens regardless of the country in which the death occurs. Please note that we only cover deaths of foreigners which occur within the borders of South Africa, provided that you supply us with adequate proof of death.
- 2.2. The policy is underwritten by the insurer.
- 2.3. We are authorised by the insurer to market and administer all aspects of this policy. If you have any questions, please call our Customer Care department on [0860 587 587](tel:0860587587).

## 3. ACCIDENTAL DEATH

- 3.1. We do not cover accidental death where the deceased is under 14 (fourteen) years old.
- 3.2. There is no waiting period for accidental death.

## 4. COVER AMOUNTS

- 4.1. The cover amounts (i.e. the amount this policy will pay in the event of the death of a person covered by this policy) are set out in the schedule.

## 5. ENTRY AGE LIMITS

- 5.1. The minimum entry age of the policyholder is 18 (eighteen) years of age and the maximum entry age is 64 (sixty-four) years.
- 5.2. The maximum entry age for a parent is 74 (seventy-four) years of age.

## 6. WHO THE PLAN COVERS

- 6.1. You, your spouse and a maximum of 5 (five) unmarried dependent children under 18 (eighteen) years of age are covered.
- 6.2. Parents and parents-in-law should they be added under the additional cover benefit.

## 7. MONTHLY PLAN, PAYMENT TERMS AND UNPAID DEBIT ORDERS

- 7.1. The plan will run for 1 (one) month at a time and is subject to payment of the premium when due.
- 7.2. 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.
- 7.3. If your debit order is unpaid, you will have a 20 (twenty) day grace period to pay the premium, which period will run from the date the premium was due.
- 7.4. If your debit order is unpaid on 2 (two) successive due dates, we shall automatically apply the Protector Plan, which cover amounts and premium are set out in our notification to you. The Protector Plan provides reduced cover at a lower premium, and only covers you and your spouse (not children or parents). You will still be able to get free legal, tax and debt advice. If your first Protector Plan debit order is returned unpaid, your Protector Plan will automatically be cancelled.
- 7.5. Aside from the cooling-off period, we do not refund premiums unless there was no authority to debit your account.



## 8. CANCELLATION

- 8.1. You may cancel your plan within the first 31 (thirty-one) days of inception of your policy (cooling-off period) and we will refund any premium paid. You may need to submit supporting documentation before any refunds are granted.
- 8.2. You may cancel at any time by giving 31 (thirty-one) days' notice. You can either call us or send a written request by letter or email.
- 8.3. The plan will automatically be cancelled if your debit order is returned by the bank with an unpaid code that requires us to immediately stop debiting your account, if you reversed the debit order, or as provided in clause 7.4 above.
- 8.4. The plan automatically cancels upon notification of your death. If you have dependants or other family members on your policy, the Family Extender Benefit (clause 15 below) will apply.
- 8.5. We may cancel your plan by giving you 31 (thirty-one) days written notice.

## 9. WAITING PERIODS

- 9.1. No claim will be paid if death occurs during the following waiting periods (calculated from payment of your first premium):
  - 9.1.1. For death due to natural causes (e.g. cancer, AIDS), there is a waiting period of 6 (six) months.
  - 9.1.2. For death due to suicide, there is a 12 (twelve) month waiting period.
- 9.2. If you had another funeral policy with similar benefits with another insurer in the past 31 days before this policy commenced, and the waiting period on your previous policy is over, we will waive the waiting period on this policy. If the waiting period under your previous policy has not yet expired, we may impose a waiting period equal to the remaining balance of the waiting period under your previous policy. If the waiting period under your previous policy is less than this policy, the remaining balance of the waiting period under this policy will be applied.
- 9.3. In the event of the death of a policyholder and provided that the waiting period is over, we will waive the waiting period in respect of the spouse should the spouse elect to take out a new Funeral Plan with us as the policyholder. If the waiting period has not yet expired, we may impose a waiting period equal to the remaining balance of the waiting period under the current policy.

## 10. EXCLUSIONS

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

## 11. DISCLOSURES

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 your claim being rejected or cancellation of this policy.



## 12. CLAIMS

- 12.1. We must be notified within 3 (three) months of death of any person covered under your plan. We will not accept late notification.
- 12.2. When you have a potential claim, contact our Customer Care department on **0860 587 587** and they will assist and provide you with a claim sheet as well as the list of supporting documentation you need to provide to submit a claim.
- 12.3. No claim can be submitted unless, at the date of death, premiums are not in arrears.
- 12.4. With the exception of accidental death, no claim can be submitted unless the equivalent of at least 6 (six) months premium has been received by us.
- 12.5. You must complete a claim form in full in the manner requested by us. We will also require all supporting information and evidence required to prove your claim. We may require documents to be certified by a Commissioner of Oaths. All costs and expenses incurred in providing us with information or evidence to prove your claim are for your account.
- 12.6. 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.
- 12.7. We are entitled to investigate every claim, and you grant us full authority and power of attorney to freely contact any person, take statements, and conduct whatever investigations we consider necessary.
- 12.8. We shall at all times have the right to inspect all documents relating to the claim and will communicate with you, your nominated beneficiary or appointed executor regarding any problems with the documentation.
- 12.9. Claims are paid within 24 (twenty-four) hours, excluding weekends and public holidays, provided that we are in receipt of all claim documents.

## 13. CLAIM BENEFICIARIES

- 13.1. In the event of the death of your spouse or child, you are the beneficiary.
- 13.2. In the event of the death of a parent, the Policyholder is the beneficiary.
- 13.3. In the event of your death, the person who will receive the funeral benefit amount will be your nominated beneficiary. It is recommended that you nominate a person over the age of 18 (eighteen) years, to ensure that the benefit is paid directly to him/her. If your nominated beneficiary is under 18 (eighteen) years, the benefit will be paid to the nominated beneficiary's legal guardian (whose status will need to be proved). You may change your nominated beneficiary at any time by informing us in writing or telephonically. If you fail to appoint a nominated beneficiary, the benefit will be paid into your deceased estate, as required by law.

## 14. CLAIM REJECTION

- 14.1. If your claim is rejected, you will be notified in writing, and we will give you reasons for the decision.
- 14.2. If you do not agree with the rejection, you will have 90 (ninety) days to make written representations to us, to be marked for the attention of the Claims Manager. We will respond in writing within 14 (fourteen) days. You may also lodge a complaint with the FAIS Ombud (Tel: +27 (12) 470 9080) or with the Long-term Insurance Ombudsman (Tel: 0860 103 236).
- 14.3. You have 180 (one hundred and eighty) days from the expiry of the above 90 (ninety) day period to institute legal action to dispute our decision and if you do not, your claim will lapse.
- 14.4. Failure to provide the claim form or further information within a reasonable period (normally 30 days) may result in your claim being rejected.

## 15. FAMILY EXTENDER BENEFIT [VAS OFFERED BY LEGAL AND TAX SERVICES]

- 15.1. In the event of the death of the Policyholder, the existing family members covered on the Plan will be entitled to 3 (three) consecutive months of premium free extended cover, provided that the premiums for this Plan have been fully paid for the previous 24 (twenty-four) months.



## 16. ANNUAL INCREASE

- 16.1. We may increase the premium each year by an amount not exceeding 9%. The cover amount will increase by an approximate corresponding percentage, provided that the cover amount may not exceed that allowed by legislation. We will send you notice before the increase takes effect. Increases will normally be made in September, although we may make the increase in a different month.
- 16.2. If you are unhappy with the increase, you may select a less expensive Plan (if applicable), or you may cancel within 1 (one) month of receiving notification thereof, failing which the increase will come into effect.

## 17. NOTICES AND COMMUNICATIONS

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

## 18. GENERAL TERMS

- 18.1. We can amend these terms and conditions by giving you one month's written notice. You may cancel if you are not happy with the amendment.
- 18.2. 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.
- 18.3. 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.

## 19. ADDED COVER FOR PARENTS (optional benefit)

- 19.1. If you have selected to extend cover for a parent, the name of the parent will be set out in the schedule. A parent may not be older than 74 (seventy-four) years at entry age. A maximum of 4 (four) Parents may be covered.
- 19.2. Only you or your spouse's natural, legally adoptive or step-parents may be covered.
- 19.3. All the terms and conditions of this policy also apply to parents.
- 19.4. The waiting period of 6 (six) months for natural death, and 12 (twelve) months for suicide will apply from the date of the 1st premium paid relating to your parent.
- 19.5. In the event of the death of a parent, the Policyholder is the beneficiary.

## 20. INCREASED ACCIDENTAL DEATH COVER (optional benefit)

- 20.1. If you have selected to take out additional accidental death cover, over and above the standard cover amount, an additional amount (set out in the schedule) will be paid in the event of accidental death.
- 20.2. This benefit may only be taken out for you, your spouse and children 14 (fourteen) years and older.
- 20.3. This benefit is subject to a 6 (six) month waiting period from the date of the 1st premium paid.

## 21. TREATING CUSTOMERS FAIRLY (TCF)

- 21.1. TCF was implemented by the Financial Services Board (now the Financial Services Conduct Authority (FSCA)) to ensure that the fair treatment of customers is embedded within the culture of all financial services providers to ensure customer confidence and offer appropriate products and services with due diligence.
- 21.2. We subscribe to all 6 (six) outcomes of TCF which are as follows:
  - Outcome 1: Customers are confident that they are dealing with providers where the fair treatment of customers is central to the provider's culture.
  - Outcome 2: Products and services marketed and sold in the retail market are designed to meet the needs of identified customer groups and are targeted accordingly.



- Outcome 3: Customers are given clear information and are kept appropriately informed before, during and after the time of contracting.
- Outcome 4: Where customers receive advice, the advice is suitable and takes account of their circumstances.
- Outcome 5: Customers are provided with products that perform as providers have led them to expect, and the associated service is both of an acceptable standard and what they have been led to expect.
- Outcome 6: Customers do not face unreasonable post-sale barriers to change products, switch providers, submit a claim or make a complaint.

## 22. COMPLAINTS

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

### HOW TO SUBMIT A COMPLAINT

22.2. 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@legalandtax.co.za](mailto:complaints@legalandtax.co.za). It can also be submitted either by hand, post, or fax to the contact details that appear at the bottom of this page. The complaint should contain sufficient detail regarding:

- 22.2.1. The full names, ID/ passport number and contact details of the complainant;
- 22.2.2. The full names, ID/passport number and contact details of the client (if different from the complainant);
- 22.2.3. Full details of the policy or policy number, where applicable;
- 22.2.4. 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

22.3. The following is a step-by-step guideline of how a complaint will be dealt with, once received by us:

- 22.3.1. The complaint will be acknowledged within 24 (twenty-four) hours of receipt.
- 22.3.2. It will be assessed and, if a valid complaint, will be logged into our central complaints register. The complaint will be allocated to our trained and skilled Complaints Officer.
- 22.3.3. The Officer will investigate and revert to you with our findings within 5 (five) to 10 (ten) business days. You may be requested to provide additional information before we provide you with a final resolution. If we require further time to investigate the complaint, this will be communicated to you in writing.
- 22.3.4. You will receive a response in writing or verbally with full reasons.
- 22.3.5. 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:
  - 22.3.5.1. Refer the matter to the Insurer being Centriq Life Insurance Company Limited, a licensed life insurer and authorised financial services provider (FSP No. 7370), for attention Complaints Department on [claimscorplaints@centriq.co.za](mailto:claimscorplaints@centriq.co.za).
  - 22.3.5.2. 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 +27 (12) 470 9080.
  - 22.3.5.3. Refer the matter to the Ombudsman for Long Term Insurance. You may file the Complaint on their website [www.ombud.co.za](http://www.ombud.co.za) or you may contact them on 0860 103 236.
  - 22.3.5.4. Seek legal advice from an attorney regarding any legal action that may be taken.
  - 22.3.5.5. Refer the matter for conciliation.

## 23. PERSONAL INFORMATION AND COMMUNICATIONS

23.1. 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.



- 23.2. Your information shall be kept confidential. However, we may disclose it to certain third parties (as required in the normal course of our business), to other insurers for the specific purpose of insurance and to reduce and prevent any form of fraudulent activity, and otherwise as may be legally required by us.
- 23.3. Where your personal information is shared with third parties, we endeavour to ensure that they understand and adhere to the provisions of the POPI Act in so far as it relates to the processing of your personal information and we endeavour to have privacy agreements in place to ensure adherence to this. We have implemented reasonable security measures to protect your personal information that we process to ensure that your privacy and confidentiality is upheld.
- 23.4. In taking out this Plan, 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.
- 23.5. All our case records are kept for a minimum period of 5 (five) years, which is a statutory requirement in terms of FAIS.
- 23.6. The information submitted by you will be made available to and processed by our staff where required, as well as our external compliance officer for audit purposes, the Regulator (FSCA) and any Ombud who has jurisdiction.
- 23.7. 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 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 Care department to [info@legalandtax.co.za](mailto:info@legalandtax.co.za).