The HealthCare Plan provides Non-medical expense cover as a result of hospitalisation, and is underwritten by Centriq Life Insurance Company limited.

This document sets out the terms and conditions which govern our relationship, and must be read as one document together with any other associated documentation. This plan, 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 legalandtax.co.za or you may contact our customer care department.

## SECTION A – DEFINITIONS

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

### ACCIDENT
A sudden, unexpected, unforeseen, unusual, unintended injury that happens by chance or that is without apparent (for instance underlying degenerative) or deliberate cause, which occurs at a specific time and place, excluding suicide or attempted suicide, the result of which incident requires immediate medical attention.

### ADMISSION
A prolonged stay (overnight as an in-patient) in a facility that meets the definition of a hospital; this does not include casualty wards.

### BENEFICIARY
See 'Dependant' below.

### CHILDREN
The principal insured's unmarried biological or legally adopted minor children, who are over the age of 6 (six) months and below the age of 18 (eighteen) years.

### CHRONIC
Any illness or disease that requires medication and treatment for an uninterrupted period of more than three months.

### CONGENITAL
A condition existing at birth and often before birth or that develops during the first month of life.

### CONTACT SPORT
A high-risk sport, such as (but not limited to) football, hockey, rugby or boxing that involves physical contact between players as part of the normal play.

### DEPENDANT
A spouse or child over the age of 6 (six) months and below the age of 18 (eighteen) years, dependent upon or nominated by the principal insured.

### DAY
Where an insured person has been admitted before 00h00 as an in-patient in a hospital and then follows to include a portion of the next consecutive 24-hour period.

### DISABILITY
An insured person who has sustained an injury whereby they cannot perform ordinary tasks or occupations with the same ability as a person without such disability.

## DREAD DISEASE
Specifically defined critical, prohibitive cost conditions that may influence the longevity of life. The terms of this policy specify only the following conditions as dread diseases: heart attack, coronary artery disease requiring surgery, heart valve replacement, aorta surgery, stroke, cancer, acute kidney failure, brain tumours and major organ transplants.

## EXCLUSIONS
Any conditions or illnesses that are excluded for a period as determined by the insurer. Refer to section 11 (eleven) below for a detailed list of exclusions.

## INCEPTION DATE
The day that you receive confirmation that your policy has been activated.

## GRACE PERIOD
The period of grace allowed for non-payment of premium. The grace period is 20 (twenty) days from the day on which which the premium was due. The insurer reserves the right to cancel the policy, should payment not be received within the specified grace period.

## INTERMEDIARY
Legal and Tax Services (Pty) Ltd is an Authorised Financial Services Provider, FSP No. 28566

## PRE-EXISTING CONDITION
A medical condition that was in existence prior to this policy's inception date, or in existence during the first three months during the waiting period or that was newly diagnosed within the first three months from the inception date of the policy, whether it was known or unknown to the Insured.

## CONDITION-SPECIFIC WAITING PERIOD
A period in which a policyholder is not entitled to claim policy benefits under a policy *in respect of a condition for which medical advice, diagnosis, care or treatment was recommended or received within a period of 12 (twelve) months preceding the day on which the policy was entered into.*

## PREMIUM
The fixed monthly amount as stipulated by the Insurer to indemnify the Insured for specific events as defined in the welcome pack.

## PRINCIPAL INSURED
A natural person, the policy holder in whose name the agreement is entered and whose name is reflected on the welcome pack.

## PROFESSIONAL SPORT
The insured's participation in a sporting activity, from which most of the insured's income is earned.

## SOUTH AFRICAN BORDERS
The land within the registered and published national boundaries of the Republic of South Africa.

## SPECIALIST
A doctor who has completed advanced education and clinical training in a specific field of medicine, for example a physician such as, but not limited to a neurologist, pulmonologist or surgeon including, but not limited to a general surgeon or orthopaedic surgeon.

## SPOUSE
A partner in marriage, civil union, domestic partnership or common-law marriage but subject to being registered at the Department of Home Affairs.

## SYMPTOM
Any sensation or change in bodily function experienced by an individual that could be associated with a disease and is regarded as evidence of existence of a disease or illness. This includes, but is not limited to, pain, nausea, recurrent infections or weakness.

## UNDERWRITER
Centriq Life Insurance Company Limited, FSP No. 7370.

## WAITING PERIOD
The period during which no claims will be entertained.

## SECTION B – YOUR HEALTHCARE INSURANCE BENEFIT

In this document, the words "we/our/us" mean Legal and Tax Services (Pty) Ltd and the words "Insured" means the principal insured, spouse, child, nominated beneficiaries and or approved dependants.

### 1. WHY YOUR HEALTHCARE PLAN WORKS

1.1 Your plan is designed to give you and your family peace of mind when in need of medical care and assistance. Take note this plan is not a medical aid and under no circumstances must it be considered as a replacement for the benefits offered by a medical aid.
1.2 The information in this policy document as well as in all declarations, guides and associated documents will form the basis of this agreement.
1.3 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.

### 2. BENEFIT

Your plan provides cover of up to R20 000 per year subject to:

2.1 If the Insured is admitted as an in-patient to a hospital for more than 48 consecutive hours as a result of an accident or illness, we shall, subject to the terms and conditions of this policy, pay a hospitalisation benefit of up to R2 000 per day, limited to a maximum period of 10 (ten) days per year, so a maximum of R20 000 per year per policy.
2.2 A full day is deemed to have been spent in the hospital if a patient has been admitted before 00h00 as an in-patient and remains an in-patient for the next consecutive 24-hour period.
2.3 Payment shall be made once the in-patient has been discharged but subject to clause 12 (twelve) herein and only into the bank account of the principal insured and or nominated premium payer.
2.4 Costs incurred and arrangements made independently of the above will not be reimbursed.
2.5 Partners and benefits may change from time to time.

### 3. WAITING PERIODS

3.1 A waiting period of 1 (one) full day applies to the hospitalisation benefit. Thus, you will only be covered from day 2 (two) of being hospitalised. Once your stay is 2 (two) days or longer, you will enjoy cover from day 1 (one).
3.2 In the event of hospitalisation as a result of an accident, it is a requirement that you need to be a member for at least 1 day, calculated from inception date and further subjected to the exclusions under the policy.
3.3 A Waiting Period of 3 (three) months together with 3 (three) consecutive premium payments from the Inception Date will apply in the event of an Insured being Hospitalised due to natural causes.
3.4 A waiting period of 12 (twelve) months together with 12 (twelve) consecutive premium payments from the inception date will apply in the event of an insured being hospitalised for any medical condition, including but not limited to physical defect, illness, bodily injury or disability that existed prior to the inception date where admission is directly or indirectly as a result of or contributed to by such pre-existing condition.
3.5 In the event of a claim being declined due to either being in the waiting period or due to being a pre-existing condition, or in terms of an exclusion, it is the responsibility of the insured to seek the necessary medical attention as recommended by their physician or medical practitioner. Claims resubmitted after the waiting period will not be covered.

### 4. EASY TO USE

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

- Phone us on 0860 587 587
- Send an email to info@legalandtax.co.za
- SMS the word "Health" to the short code 31690
- Visit our website: www.legalandtax.co.za

### 5. ONE PLAN PROTECTS THE WHOLE FAMILY

5.1 You, your spouse and up to 5 (five) unmarried children over the age of 6 (six) months and below the age of 18 (eighteen) years of age are covered.
5.2 The minimum entry age of the principal insured is 18 (eighteen) years.

5.3 Children who are over the age of 6 (six) months and below the age of 18 (eighteen) years on the inception date are eligible to be covered for the hospitalisation benefit. Newborns will only be covered following normal discharge from the place of birth and provided the newborn has spent at least 48 (forty-eight) hours at home without ventilator assistance.
5.4 We may ask for proof of marriage or birth in the form of a marriage certificate or unabridged birth certificate.
5.5 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 have permission by the relevant authority to reside in the Republic of South Africa. You must provide proof thereof upon request.
5.6 If your spouse wishes to make use of the benefit, you will need to show that the marriage has been registered at the Department of Home Affairs.
5.7 If your children wish to make use of the benefit, you will need to show that you are the biological parent or legally adopted parent, which adoption must have been granted and be in force at the time of the insured event.
5.8 Cover for mentally or physically incapacitated children over the age of 18 may be added as beneficiaries subject to approval by us and provided the children are financially dependent on the principal insured for support and maintenance. Necessary documentation in support of this will be required by us prior to considering any application.
5.9 Third generation dependents will not be covered.
5.10 Only one policy may be issued to any one insured person.

## 6. HOW TO CANCEL YOUR PLAN

6.1 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.
6.2 Should your policy be cancelled in writing within the first 31 (thirty-one) days of the date of receipt of the policy application (cooling off period), the premium will be refundable if it has been deducted from your bank account. You may need to submit supporting documentation before any refunds are granted.
6.3 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.
6.4 The plan automatically cancels upon notification of the principal insured's death.
6.5 We do not refund premiums unless there was no authority to debit your account.
6.6 We reserve the right to cancel your policy by giving you 31 (thirty-one) days written notice prior to cancellation.

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

7.1 The plan will run for 1 (one) month at a time. You must pay the amount due (which is set out in your Welcome Letter) monthly in advance ("the premium").
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 The cover in this policy has no surrender/cancellation/maturity values. If your debit order is unpaid, you will have a 20 (twenty) day grace period to pay the premium. If you fail to make payment before the expiry of the grace period, you will lose all benefits on your plan, your plan will be cancelled and we will not debit you again without you requesting us to do so.
7.4 Should you request us to reinstate your policy, your policy will start afresh from the payment of the next premium and will be subject to new waiting periods.
7.5 Should your hospitalisation take place over a period of time, it is a requirement that you need to be in active cover for the whole period of time, failing which cover will be declined. If payment can be made within the grace period same is required prior to submitting any claim.

## 8. ANNUAL INCREASE

8.1 We may increase the premium each year by an amount not exceeding 9%. The Maximum Cover Amount may increase by a corresponding percentage. You will be informed of any increase to the premium.
8.2 We further reserve the right to amend the policy at our discretion.
8.3 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.
8.4 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.
8.5 The liability of the Insurer shall be limited to the cover as stated in this policy.

## 9. CONDITIONS FOR COVER

9.1 The benefit does not cover everything because there are exclusions and limitations, all of which are set out below. The following are conditions which have to be met before a claim will be approved. Even after approval, we will withdraw cover if any one of these conditions are not completely met.
9.2 You may not have more than one HealthCare Plan with the intermediary (Legal and Tax Services Pty Ltd) and you will be limited to payment of R2 000 per day up to 10 (ten) days or R20 000 per year. Where you have other related policies the total amount payable in terms of all those policies combined shall not exceed R2 000 per day or R20 000 per year.
9.3 Only hospitalisation within the South African borders will be considered.

9.4 This policy is intended as a risk cover. If the insured entered into this policy with prior knowledge of a foreseeable or predicted medical event that would ordinarily be covered under this policy, but failed to disclose such a medical event then we will not be liable to indemnify you in terms of this policy.
9.5 Should a pre-existing condition exist that results in the injury or illness becoming more severe, the Insured shall only be due the amount deemed to have been incurred specifically because of the specific accident or illness and if disclosed to us prior to the Inception Date.
9.6 It is the duty of the insured to disclose all medical and health information prior to the inception date. It remains the duty of the Insured to inform us of any material changes which may affect the terms and conditions of the policy, such as a change in medical condition or personal details.
9.7 Should any benefit have been paid out on the basis of false and or incorrect information provided by the Insured, we shall have the right to take such steps to put it in the same position as it would have been in if the correct information had been provided in the first instance.
9.8 If for any reason, we fail to enforce any provision of this policy strictly or at all, whether such leniency be offered in the processing of a claim or extension of cover to the insured, such leniency should not be interpreted as a waiver of any of our rights under the policy, nor will that prevent us from enforcing the policy strictly thereafter. The terms of the policy remain in full force and effect at all times.

## 10. EXCLUSIONS

We will not be liable to pay if any admission to hospital arises directly or indirectly from:

10.1 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.
10.2 Any criminal act as defined by the laws governing the Republic of South Africa, this specifically includes acting or driving under the influence of alcohol or drugs.
10.3 Hazardous professional or contact sports activities (except if such a sport is being played at school or club level).
10.4 Treatment consequential to refusing medical treatment or to remain under the care of a physician or medical practitioner.
10.5 Self-inflicted injuries including suicide.
10.6 Cosmetic procedures including but not limited to, breast augmentation, breast reduction, gastroplasty, gender reversal operations, lipectomy, epilation, otoplasty/reconstruction of the ear except in the case of bodily reconstruction as a direct result of an injury sustained in an accident.
10.7 Specialised dentistry, dental conditions and dental operations including, but not limited to, wisdom teeth removal, jaw surgery, orthodontic procedures and treatment of dental abscesses.
10.8 Routine physical or other examination where there are no real indications or decline in normal health, including costs, tests and examinations requested for immigration, emigration, visas, insurance policies, employment, admission to schools and universities, court medical reports, muscle-function tests, fitness examinations and test, adoption of children and retirement because of ill health.
10.9 Pain related conditions and treatment including bed rest, traction, physiotherapy, spinal blocks, medication or intravenous medication.
10.10 Pregnancy, childbirth and pregnancy related treatment where conception occurred prior or within the waiting period.
10.11 Infertility treatment or the artificial insemination of a person as defined in the Human Tissues Act, 1983 (Act 65 of 1983) or any amendment thereto or replacement thereof.
10.12 Congenital disorders, diseases or abnormalities.
10.13 Sexual transmitted diseases, unless as a direct result of rape or crime that has been officially reported to the South African Police Services.
10.14 All costs incurred during any waiting period and for conditions not disclosed.
10.15 All costs that exceed the stated and maximum allowed cover.
10.16 Any treatment relating to non-disclosure of a condition.

## 11. CLAIMS

11.1 If you have a claim, you will have to submit a claim, by calling 0860 587 587 or emailing claims@legalandtax.co.za. Our service consultants will complete a claim form on your behalf and will require supporting information and documents. You must comply with the requests of our Claims Department.
11.2 Any insured must notify us within 30 (thirty) days of being discharged. We will not accept late notification.
11.3 After receipt of your claim form, we may still request further information if we feel this information will be required to approve your claim.
11.4 In the event of the death of the principal insured, and subject to approval by us, payment may be made to any nominated beneficiary, alternatively in terms of intestate Succession and or the Executor/trix of the deceased's estate subject to a letter of authority or power of attorney being provided.

## 12. CLAIM APPROVAL

12.1 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.
12.2 Cover of a claim cannot be approved orally or over the phone, and must be authorised in writing by the Claims Manager.
12.3 Provided we have received the claim form (fully completed with all supporting information), we will advise you within 7 (seven) working days in writing whether the claim has been approved or rejected.
12.4 Payments will be effected within 24 (twenty-four) hours of being approved.
12.5 We shall be entitled to access any medical and hospital records in relation to an insured's health and copies of such records.
12.6 All certificates, information and evidence required by us shall be furnished in the form prescribed.
12.7 In the event of the death of an Insured we shall be entitled to have a post-mortem examination done where it is not prohibited by law.
12.8 Any receipt or discharge which the insured may give to us for any benefit paid under this policy shall be deemed as final and complete discharge of all liability in respect of any and every contingency resulting to the Insured whether resulting before or after the date of such receipt or discharge.

## 13. CLAIM REJECTION

13.1 If we reject your claim, you will be notified in writing, and we will give you the reasons for the decision.
13.2 If you wish to contest 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.
13.3 You may also lodge a complaint under the Financial Services Ombuds Schemes Act or with the Long-term Insurance Ombudsman.
13.4 You have 180 (one hundred and eighty) calendar days from the expiry of the above 90 (ninety) calendar days' period to institute legal action to dispute our decision and if you do not, failing which any claim against us will lapse.
13.5 Failure to provide the claim form (fully completed with all supporting information and evidence), within 30 (thirty) calendar 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.

## 14. CESSION

No rights or benefits payable under this policy may be ceded or transferred to any third party. You may exercise all rights provided for by this policy without the consent of any of the beneficiaries.

# SECTION C – GENERAL PROVISIONS

## 15. TCF (TREATING CUSTOMERS FAIRLY)

15.1 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.
15.2 We subscribe to all 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 product, switch provider, submit a claim or make a complaint.

## 16. COMPLAINTS RESOLUTION POLICY

16.1 The purpose of the Complaint Resolution Policy is to ensure compliance with the Long-Term Insurance Act, Financial Advisory and Intermediary Services Act (FAIS), the Policyholder Protection Rules and any other applicable legislation. We have embedded the principals of TCF into our culture and it forms the foundation of our commitment to our policyholders.
16.2 All our records are kept for a minimum period of 5 (five) years and this is a statutory requirement in terms of FAIS.
16.3 All of your personal information as per the Protection of Personal Information Act (POPI) will be held for this period.
16.4 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.

## 17. COMPLAINT MUST BE IN WRITING

We request that your complaint be submitted to us in writing. Please address your written complaints to the Complaints Officer: complaints@legalandtax.co.za.

## 18. COMPLAINTS PROCEDURE

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

18.1 The complaint will be acknowledged within 24 (twenty-four) hours of receipt.
18.2 It will be assessed and, will be logged into our central complaints register.
18.3 The complaint will be allocated to our trained and skilled Complaints Officer.
18.4 The officer will investigate and revert to you with our findings within 5 (five) to 10 (ten) working 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.
18.5 You will receive a response in writing with full reasons.
18.6 In the event that the complaint cannot be resolved, the complainant may have recourse to the following, whichever is applicable:

- Refer the matter to the insurer.
- Refer the matter to the FAIS Ombud within 6 (six) months of notification that the claim cannot be resolved or within 6 (six) months of the FSP's failure to deal with the claim.
- Refer the matter to the Ombudsman for Long-Term Insurance, if appropriate and within their jurisdiction.
- Seek legal advice from an attorney regarding any legal action that may be taken.
- Refer the matter to arbitration or mediation.

18.7 Details of our Complaints Resolution Policy can be found on our website legalandtax.co.za or refer to your welcome pack and associated documents. You may also contact our call centre on 0860 587 587.

## 19. CONFIDENTIALITY, SHARING AND PROTECTION OF PERSONAL INFORMATION

19.1 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) regarding the processing of your personal information. We may use necessary legal means to check and validate the information you provide to us.
19.2 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.
19.3 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.
19.4 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 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.
19.5 This document is to be read together with our Privacy and PAIA Policy which are 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.
19.6 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.