IMPANDE FUNERAL BENEFITS

APPLICATION FORM

Impande Financial Services CK 2018/319034/07 Corner Shearwater & Johan Street, Roodepoort, +2781 3269909, cover@impandefs.co.za, www.impandefs.co.za

FOR OFFICE USE

Membership Inception Date:	D D / M M / Y Y Y Y
New Application	Y
Amendment to Existing Policy:	Y
Policy Number	2 2 I F B 0 0 0 0 0

1. INTERMEDIARY / AGENT INFORMATION

Agent Code:	I F B 0 0 0 0
Title:	
First Names:	
Surname:	

2. PRINCIPAL / MAIN MEMBER / POLICYHOLDER INFORMATION (Maximum Entry Age 65)

Identity Number:	
Date of Birth:	D D / M M / Y Y Y Y
Gender:	M F
Nationality:	
Country of Birth:	
Country of Residence:	
Source of Funds	
Title:	
Initials:	
Marital Status:	
First Name:	
Surname:	
Address:	
Suburb:	
Postal Code:	
Contact Number:	
Alternate Number	
Email:	
Method of Communication:	E-Mail / Post / WhatsApp / Phone / SMS
Province:	GP / LM / NW / MP / KZN / FS / EC / WC / NC

3. BENEFICIARY DETAILS (Please provide us with information of the beneficiary in the event of the policy holder's death)

Identity Number:	
Date of Birth:	D D / M M / Y Y Y Y
Gender:	M F
Title:	
Initials:	
Relationship To Policy holder:	
First Name:	
Surname:	
Address:	
Suburb:	
Postal Code:	
Contact Number:	
Email:	

4. FAMILY / EXTENDED FAMILY MEMBER DETAILS (Please provide us with information of your children or details of your extended family. Maximum entry age is below 94)

Name and Surname	Identity Number	Relation	Plan	Premium
		SPOUSE		R
		CHILD 1		R
		CHILD 2		R
		CHILD 3		R
		CHILD 4		R
		ADULT 1		R
		ADULT 2		R
		ADULT 3		R
		ADULT4		R
TOTAL PAYABLE PREMIUMS				R

Products Underwritten By SAFRICAN INSURANCE COMPANY

Bank: FNB **Account Holder:** Impande Financial Services **Account Number:** 62900935282 **Branch Code:** 255355

5. POLICY FUNERAL COVER RATES PER MONTH (Rates per member per month for cover amount)

		R 5 000	R 10 000	R 15 000
INDIVIDUAL	16 - 54 yrs	R 35	R 55	R 70
	55 - 64 yrs	R 50	R 70	R 90
	65 - 74 yrs	R 70	R 130	R 180
	75 - 84 yrs	R 90	R 160	R 190
MEMBER & SPOUSE	16 - 54 yrs	R 50	R 60	R 80
	55 - 64 yrs	R 70	R 120	R 160
	65 - 74 yrs	R 130	R 220	R 320
	75 - 84 yrs	R 150	R 290	R 400
FAMILY (MARRIED)*	16 - 54 yrs	R 60	R 100	R 150
	55 - 64 yrs	R 100	R 180	R 260
	65 - 74 yrs	R 130	R 220	R 330
	75 - 84 yrs	R 160	R 280	R 410
FAMILY (SINGLE PARENT)**	16 - 54 yrs	R 40	R 60	R 70
	55 - 64 yrs	R 60	R 80	R 100
	65 - 74 yrs	R 80	R 140	R 190
	75 - 84 yrs	R 100	R 180	R 220
EXTENDED***	0 - 14 yrs	R 20	R 30	R 40
	16 - 54 yrs	R 40	R 60	R 80
	55 - 64 yrs	R 50	R 70	R 100
	65 - 74 yrs	R 80	R 150	R 180
	75 - 84 yrs	R 110	R 210	R 300
		R 5 000	**R 10 000**	**R 15 000**
Member + 5	Member + 5	R 170	R 250	R 320
Member + 9	Member + 9	R 190	R 280	R 370
		R 20 000	R 25 000	
All-In-One	Individual & Family	R 350	-	
All-In-One Plus	Individual & Family	-	R 450	
All-In-One	Member + 5	R 390	-	
All-In-One Plus	Member + 5	-	R 465	
All-In-One	Member + 9	R 460	-	
All-In-One Plus	Member + 9	-	R 560	

6. POLICY SELECTION (Please indicate required benefit plan and package)

GROCERY Benefit		**ISISHEBO (Meat) Benefit**		**MEMORIAL Benefit**		**ALL-IN-ONE**	
R 5 000,00		R 5 000,00		R 5 000,00		R 20 000,00	
R 10 000,00		R 10 000,00		R 10 000,00		**ALL-IN-ONE PLUS**	
R 15 000,00		R 15 000,00		R 15 000,00		R 25 000,00	

7. PAYMENT DETAILS

Kindly Indicate your preferred payment method and complete the relevant information applicable to the Payment Method

ELECTRONIC FUND TRANSFER (EFT)	DIRECT DEPOSIT	STOP ORDER

8. SIGNATURE OF PRINCIPAL / MAIN MEMBER / POLICYHOLDER (If the policy payer is a different person to the policy holder)

First Name:

Surname:

Nationality:

Country of Birth:

Country of Residence: Source of Funds

Date D D / M M / Y Y Y Y

Signature

Products Underwritten By SAFRICAN INSURANCE COMPANY

Bank: FNB **Account Holder:** Impande Financial Services **Account Number:** 62900935282 **Branch Code:** 255355

9. TERMS AND CONDITIONS

1. Introduction

1.1. The parties to this funeral policy ("**Policy**") are:

1.1.1. Safrican Insurance Company Limited as the Insurer; Impande Funeral Benefits a product of Impande Financial Services the intermediary and

1.1.2. you as the Policyholder.

1.2. This agreement sets out the terms and conditions of the policy contract between the Insurer (also referred to as "**us**" or "**we**") and the Policyholder (also referred to as "**you**" or "**your**"). This agreement with the following documents comprise the entire Policy:

1.2.1. the Policy Application;

1.2.2. the acceptance letter and Policy Schedule; and

1.2.3. any endorsement issued by us from time to time, collectively the "**Policy Documents**".

1.3. The Policy is a funeral policy and provides Cover and funeral Benefits in the event of your death (as the Policyholder), and/or the death of your Spouse, Children or Extended Family if applied for and reflected in the Policy Schedule, subject to the terms and conditions of the Policy.

1.4. In this Policy you are the main Assured Life. You may elect and apply for funeral Cover for you and additional Assured Lives, and if approved will be reflected on the Policy Schedule as additional Assured Lives.

1.5. You and/or the Assured Lives will not have Cover and will not receive payment of any Benefits in terms of this Policy until we have accepted your application and we have received the first Premium. The Commencement Date will be reflected in your Policy Schedule.

1.6. Please read the Policy Documents carefully and store them in a safe place.

2. Definitions and interpretation

2.1. In this Policy, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

2.1.1. "**Accident**"
means an external, violent, unforeseeable and visible event, which directly results in the happening of an Insured Event in respect of an Assured Life within 14 days of such Accident occurring;

2.1.2. "**Accidental Death**"
means a death solely caused as a result of an Accident;

2.1.3. "**Acts of Terrorism**"
means i) any act including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear, whether determined in terms of any relevant legislation to have been an act of terrorism or not; ii) invasions; iii) acts of foreign enemies; and/or iv) hostilities;

2.1.4. "**Annexe(s)**"
means the annexe(s) attached to this Policy;

2.1.5. "**Applicable Laws**"
means the provisions of the Long-term Insurance Act, the Insurance Act, the Policyholder Protection Rules promulgated in terms of section 62 of the Long-term Insurance Act, the FAIS Act and any other laws applicable to the regulation of financial services in South Africa;

2.1.6. "**Assured Life / Lives**"
means any life that is Covered on this Policy and who is shown in the Policy Schedule to be an Assured Life. This includes you as the Policyholder, and could include your Spouse(s), your Child(ren), Stillbirth Child(ren); and/or your Extended Family, if i) you applied for Cover for such persons; ii) we have accepted your application for Cover; and iii) you have paid the Premiums for such Assured Lives. You may only apply for Cover for a maximum number of Assured Lives as prescribed in terms of the Plan applicable to your Cover in terms of this Policy as set out in the Policy Schedule;

2.1.7. "**Beneficiary**"
means i) you in the event of the happening of an Insured Event of an Assured Life (other than you as Policyholder) Covered in terms of this Policy (if applicable); or ii) the person nominated by you to receive the Benefits in the event of your death as reflected in the Policy Schedule;

2.1.8. "**Benefits**"
means the benefits payable as set out in clause 10 on the happening of an Insured Event in respect of an Assured Life. The Benefits are indicated on the Policy Schedule;

2.1.9. "**Business Day**"
means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa;

2.1.10. "**Change**"
any written change or amendment to the Policy requested or initiated by you and accepted by us in writing;

2.1.11. "**Child**" or "**Children**"
means

2.1.11.1.
your biological child or stepchild under the age of 21 years of age;

2.1.11.2.
a child under the age of 21 years of age who are –

2.1.11.3.
legally adopted or adopted in terms of customary law; or

2.1.11.4.
under your guardianship, provided that i) both biological parents of the child are deceased; and/or ii) you can prove that the child is financially dependent and living with you permanently; and

2.1.12.
your biological child, stepchild, or adopted child or child under your guardianship who meets the requirements as set out in clause 2.1.11.2 above, who are permanently mentally or physically disabled, totally dependent on you, and unable to live independently from you, provided that you provide evidence acceptable to us of such disability and dependence on you;

2.1.13. **"Claim"**
means a claim for Benefits in terms of this Policy;

2.1.14. **"Claimant"**
means the person who makes a Claim;

2.1.15. "Commencement Date"
means the date on which the Cover in respect of an Assured Life starts, being:

2.1.16.
the 1st day of the month if the first Premium in respect of the Assured Life is received by us on or before the 7th day of the month in which the application for Cover is accepted by us; or

2.1.17.
the 1st date of the following month if the first Premium in respect of the Assured Life is received by us after the 7th day of the month in which the application for Cover is accepted by us;

2.1.18. "**Cover**"
means the insurance cover provided in terms of this Policy on the happening of an Insured Event in respect of the Assured Lives, whereby the Benefits may be paid;

2.1.19. "**CPI**"
means the Consumer Price Index for the historical metropolitan areas as notified by Statistics South Africa;

2.1.20. "**Extended Family**"
means the third and subsequent Spouse(s) not covered as a Spouse in terms of the Spouse Category, your Parent(s), your Parents-in-Law, your aunt (being the sister of a Parent), uncle (being the brother of a Parent), brother(s) (who is your Parents' male child), sister(s) (who is your Parents' female child), brother-in-law (male spouse to the child of your Parents), sister-in-law (female spouse to a child of your Parents), cousin (child of your uncle or aunt), niece (female child of your brother or sister), nephew (male child of your brother or sister), grandparent (the parents of your Parents) or Grandchild, if so applied for Cover and indicated as Assured Lives on the Policy Schedule;

2.1.21. "**FAIS Act**"
means the Financial Advisory and Intermediary Services Act 37 of 2002;

2.1.22. "**Grace Period**"
means a period of 30 days after a failure to pay the Premiums on the Premium Due Date;

2.1.23. "**Grandchild**"
means a child of your Child who satisfies the definition of "Child" in relation to your Child;

2.1.24. "**Insured Event**"
means the death of an Assured Life covered in terms of this Policy;

2.1.25. "**Insurer**", "**us**" or "**we**"
means Safrican Insurance Company Limited, registration number 1935/007463/06, a public company incorporated and registered in terms of the company laws of South Africa and a licensed life insurer in terms of the Insurance Act with insurer number I062;

2.1.26. "**Insurance Act**"
means the Insurance Act 18 of 2017;

2.1.27. "**Long-term Insurance Act**"
means the Long-term Insurance Act 52 of 1998;

2.1.28. "**Maximum Benefit Amount**"
means –

2.1.29.
the maximum amount which may be paid by us in respect of each Assured Life in terms of the Applicable Laws as set out in clause 10.2 and clause 10.4 below; and

2.1.30.
the maximum amount payable per Plan as set out in the Policy Schedule;

2.1.31. "**Parent**"
means your biological or adoptive parent;

2.1.32. "**Parent In-law**"
the biological or adoptive parent of your Spouse;

2.1.33. "**Parties**"
means the parties to this Policy, being us and you;

2.1.34. "**Plan**"
means the plan selected by you as reflected in the Policy Schedule, the details of which Plan will be attached to this Policy from time to time;

2.1.35. "**Policy**"
means this Policy together with the Policy Documents;

2.1.36. "**Policy Application**"
means the completed policy application form prescribed by us from time to time which is signed and submitted to us by you, and on which Application Form we accept or reject your application for Cover and Benefits;

2.1.37. "**Policy Documents**"
means this Policy, the completed Policy Application, and Policy Schedule and all endorsements thereto issued from time to time;

2.1.38. "**Policy Schedule**"
means the schedule to the Policy issued by us to you;

2.1.39. "**Policyholder**", "**you**" or "**your**"
means you as the person who enters into this Policy with us (the Insurer) as reflected in the Policy Schedule. The Policyholder in terms of this Policy must be a natural person. As the Policyholder you are the only person who are allowed to request any changes to the Policy;

2.1.40. "**Premium**"
means the monthly premium payable to us for the Cover and Benefits under the Policy as set out in the Policy Schedule;

2.1.41. "**Premium Due Date**"
means the date on which the Premiums payable in terms of this Policy are due and payable in full to us, which Premium Due Date is reflected in the Policy Schedule;

2.1.42. "**Spouse(s)**"
means i) a person who is your permanent life partner and who has been financially dependent on you for at least 12 months; and ii) your spouse or civil union partner in accordance with the Marriages Act,

68 of 1961; or the Recognition of Customary Marriages Act, 68 of 1997; or the Civil Union Act, 17 of 2006; or the tenets of a religion generally practiced in South Africa;

2.1.43. "**Spouse Category**"
means the Cover and Benefits payable in respect of the first and second Spouse who are indicated as a Spouse in the Policy Schedule. The third and subsequent Spouse may not be covered in the Spouse Category and will be covered as Extended Family irrespective of their status as a Spouse;

2.1.44. "**Stillborn Children**"
means your or your Spouse's child which is born dead after the end of the 28th week of pregnancy; and

2.1.45. "**Waiting Period**"
means a period when the Policy (and the Cover in terms thereof) are in force, but during which period no Benefits will be payable. The Waiting Period is calculated from the Commencement Date.

2.2. In this Policy:

2.2.1. if there is any conflict between the Policy Application, the Policy Schedule and the terms or conditions in this document, the terms or conditions contained in this document shall be applied and will prevail to the extent of such conflict;
2.2.2. words importing one gender include the other genders; the singular includes the plural and *vice versa*;
2.2.3. if a definition contains rights for or places obligations on any party, the definition will be treated as if it were a term of this Policy, even though it is a definition;
2.2.4. where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business ay;
2.2.5. the words "**shall**" and "**will**" and "**must**" used in the context of any obligation or restriction imposed on a party have the same meaning;
2.2.6. the clause headings in this Policy have been inserted for convenience only and shall not be taken into account in its interpretation; and
2.2.7. any provision in this Policy which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written and severed from the balance of this Policy, without invalidating the remaining provisions of this Policy or affecting the validity or enforceability of such provision.

3. Cooling off

3.1. You may, within 31 days after the Commencement Date; or the effective date of any Change , cancel:
3.1.1. the Policy; or
3.1.2. the Change, unless a Benefit has been claimed or paid, or an Insured Event has occurred within such 31 day period ("**cooling off period**").
3.2. If you elect to cancel the Policy or cancel a Change during a cooling off period, you must notify us in writing.
3.3. All Premiums already paid in respect of the Policy and/or Change shall be refunded, less i) the cost of any Cover actually enjoyed; and ii) administration cost incurred calculated from the Commencement Date or the effective date of the Change until the notice is received in terms of clause 3.2.

4. Cover

4.1. Cover is provided to the Assured Lives as set out in the Policy Schedule.
4.2. Cover shall commence on the Commencement Date and remain in effect until the Cover and/or the Policy is cancelled as specified in clause 15 of this Policy.
4.3. In the event of –
4.3.1. the addition or removal of an Assured Life; and/or
4.3.2. an increase or decrease in Cover, such new Cover amount will commence with effect from the 1st day of the month following the month in which the new Premium becomes payable as a result of such change.

5. Plans

5.1. You may select and apply for the Plan(s) provided from time to time in terms of this Policy, in the manner prescribed by us.
5.2. We shall indicate the Plan and Benefits in the Policy Schedule as it applies to the Assured Lives.
5.3. Only the Plan and Benefits specified in the Policy Schedule will be applicable to the Assured Lives, notwithstanding the inclusion of and/or reference to further Plans in this Policy.
5.4. As and when new Plans and/or Benefits are added or made available, and if selected applied for by you and accepted and approved by us against payment of the applicable Premiums, the new Plan and/or Benefits will be specified in an updated Policy Schedule, which will become effective from the date as stipulated in the updated Policy Schedule.

6. Benefits

6.1. General

6.1.1. We shall, subject to the terms and conditions of this Policy, pay the Benefits upon the occurrence of an Insured Event, subject to clause 7.1.3.
6.1.2. Subject to the provisions of clause 6, the value of the Benefits will depend on the applicable Plan and the Assured Lives as indicated in the Policy Schedule.
6.1.3. Notwithstanding anything to the contrary contained herein, the Benefits payable in respect of an Assured Life shall never exceed the Maximum Benefit Amount.
6.1.4. Upon the happening of an Insured Event, the Benefits shall be paid by us to –
6.1.4.1. the nominated Beneficiary in the event of your death as Policyholder; or
6.1.4.2. you in the event of the death of an Assured Life (other than the Policyholder).
6.1.5. The Benefits will be paid into your nominated bank account or another bank account as nominated by you in writing, within 2 Business Days after all required documents in respect of a Claim have been received and we have accepted the Claim as valid.
6.1.6. All Benefits and payments in terms of this Policy shall be in South African Rands. Under no circumstances will you or the Beneficiary receive a funeral service as a benefit under this Policy. If you require a funeral service rather than a cash payment, you should consider an alternative funeral policy.
6.1.7. Payment of the Benefits to you (including any payment to a third-party account as nominated by you), or the Beneficiary will be a full and effective discharge by us of our liability in terms of the Policy.
6.1.8. We shall not allow any deductions from the Benefits by any party.
6.1.9. We shall at all times be entitled to amend the Benefits, by way of 31 days' written notice to you as the Policyholder.

6.2. Spouse Cover

6.2.1. A maximum of two Spouses, who must be indicated in the Policy Schedule, may be covered in terms of the Spouse Category, to qualify for the Cover and Benefits payable in respect of a Spouse.
6.2.2. No more than two Claims will be allowed in terms of the Spouse Category for the duration of this Policy.
6.2.3. A third and subsequent Spouse can only be covered as an Extended Family, irrespective of their status as a Spouse.
6.2.4. Subject to the Plan you selected, in the event that you divorce a Spouse during the term of the Policy, it is your duty to inform us of such divorce as the Spouse will remain covered and Premiums remain payable unless the divorced Spouse is removed as an Assured Life.
6.2.5. If you removed a Spouse at any stage and wish to add such a Spouse as an Assured Life again, such may only be covered as Extended Family and not in the Spouse Category, regardless of the number of Claims (if any) paid in terms of the Spouse Category.
6.2.6. If you remarry, the new Spouse, if eligible, may be nominated under the Spouse Category, subject to the maximum number of Spouses specified in clause 7.2.1 which may be covered in terms of the Spouse Category, alternatively the new Spouse may be added as Extend Family.

6.3. Child Cover

6.3.1. Any number of Children may be covered as a Child in terms of this Policy.
6.3.2. In the event that a Child no longer qualifies as a Child, the Cover in respect of such Child will automatically cease when the Child ceases to qualify as a Child.

6.4. Stillborn Child Cover

6.4.1. Notwithstanding any other provisions in the Policy, Benefits in respect of a Stillborn Child will be limited to the amount as set out in the Plan or any endorsements to this Policy.
6.4.2. No more than two Claims will be payable in respect of a Stillborn Child / Children.

6.5. Extended Family Cover

6.5.1. Extended Family may be Covered in terms of this Policy.
6.5.2. Depending on the Plan selected by you, the restrictions as set out therein in respect of the Extended Family, apply to the Cover and Benefits for the Extended Family.

7. Premiums

7.1. Payment of premiums

7.1.1. Premiums must be paid in full, and are payable monthly in advance on the Premium Due Date for the Cover enjoyed during that month.
7.1.2. If the Premium is not received on the Premium Due Date or within the Grace Period, the Policy will lapse after expiry of the Grace Period and no Benefits will be paid.
7.1.3. If there are unpaid Premiums when a Claim is payable, we will deduct these Premiums from any Benefit payable.
7.1.4. All Premiums must be paid in South African Rands.
7.1.5. If a Premium is paid in cash, the Premium must only be paid to our duly authorised representative. The Premium payer must ensure that upon payment of a Premium in cash, they receive a written receipt containing the name, address and telephone number of the representative / Insurer, the policy number and our name (Safrican).

7.2. **Premium reviews**

7.2.1. We will review the Premium on an annual basis in line with inflation and actual claims experience to ensure that the Policy remains actuarially sound.
7.2.2. Without limitation to the provisions of clause 8.2.1, we shall review and change the Premiums at any time if there are reasonable actuarial grounds to do so, or where the review is required in the interest of you (the Policyholder) and other policyholders, subject at all times to the Applicable Laws.
7.2.3. The Premiums under this Policy is underwritten on a group basis, without limitation to the provisions of clause 8.2.1 or clause 8.2.2, we reserve our right to review and change the Premium at any time if there are reasonable actuarial grounds to do so in respect of all policyholders who forms part of the group underwriting criteria.
7.2.4. We shall, following the outcome of the review mentioned above, be entitled to change the Premium with effect from the date as specified by us, by giving 31 days prior written notice to you, subject at all times to the Applicable Laws.

7.3. **Changes in Premiums**

7.3.1. The Premium may change from time to time and will increase (or decrease where applicable) if:
7.3.1.1. an Assured Life is added or removed from the Policy;
7.3.1.2. if you apply to increase the Cover and Benefits for an Assured Life, and if such application for an increased Benefits is accepted by us;
7.3.1.3. in the event that we review and change the Premiums.
7.3.2. The Premium will also automatically increase annually with CPI if so stipulated in the Policy Schedule.

8. Waiting Periods

8.1. Payment of Benefits will always depend on whether or not the applicable Waiting Period in terms of the Policy has ended.
8.2. If the Insured Event happens during the Waiting Period (i.e. before the Waiting Period has ended), the Benefits will not be paid.
8.3. A Waiting Period of 6 calendar months will be applied in respect of each Assured Life, calculated from the Commencement Date, or Commencement Date of increased Cover.
8.4. The Waiting Periods will be reflected in the Policy Schedule.
8.5. No Waiting Periods will apply if:
8.5.1. the Insured Event occurs as a direct result of an Accident; and/or
8.5.2. you confirm in writing or to our satisfaction that:
8.5.2.1. at least 31 days before the Commencement Date you had a funeral policy with another insurer that had lapsed, been terminated or been cancelled ("**previous policy**");
8.5.2.2. the previous policy provided cover in respect of similar risks relating to the same Assured Lives as those covered under this Policy; and
8.5.2.3. the previous policy imposed a Waiting Period –
8.5.2.3.1. shorter than 6 months, which had been completed in full; or
8.5.2.3.2. of 6 months or longer, of which 6 months had been completed.
8.6. In the circumstances contemplated in clause 9.5.2.3.2, the Waiting Period will be reduced by the completed portion of a Waiting Period under a previous policy if -
8.6.1. at least 6 months of the Waiting Period under the previous policy had not been completed on the Commencement Date; and
8.6.2. the risks covered in the previous policy are similar to the risks covered under this Policy.
8.7. In order for us to reduce the Waiting Period and/or for the Waiting Period not to apply, you must provide confirmation of the previous policy, in the form and manner as we may request.
8.8. To the extent that i) you do not give such confirmation, or ii) we cannot verify the correctness of such confirmation, then a Waiting Period of 6 months will be applied.
8.9. Confirmation for the previous policy is considered by us to be material to the assessment of the risk in terms of this Policy.

9. Exclusions and limitations

9.1. Exclusions

9.1.1. No Benefit will be paid if the Insured Event is directly or indirectly caused by or attributable to:
9.1.1.1. Acts of Terrorism;
9.1.1.2. warlike operations (whether war is declared or not);
9.1.1.3. civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or riot, military or usurped power;
9.1.1.4. illegal strikes;
9.1.1.5. active participation in war;
9.1.1.6. radioactive contamination;
9.1.1.7. participation in illegal activities and/or wilful and material violation of any law;
9.1.1.8. suicide within the 12 months after the Commencement Date in respect of an Assured Life.

9.2. Maximum Benefit Amount per Plan

The Maximum Benefit Amount per Plan (if applicable) is set out in the Plan, and detailed in the Policy Schedule, as amended from time to time

The Maximum Benefit Amount per Plan (if applicable) is set out in the Plan, and detailed in the Policy Schedule, as amended from time to time.

9.3. Maximum Benefit Amount in terms of the Applicable Laws: Assured Lives other than Children

9.3.1. In terms of the Applicable Laws, we must apply a Maximum Benefit Amount limitation for each Assured Life.

9.3.2. The Maximum Benefit Amount limit in terms of the Applicable Laws is R100 000 (the maximum legislative limit as at July 2020). This amount increases annually of 1 July by CPI, and may therefore be adjusted from time to time.

9.3.3. If the Maximum Benefit Amount limit is exceeded in terms of this Policy, the Benefits will at all times be limited to the Maximum Benefit Amount.

9.4. Maximum Benefit Amount: Children

9.4.1. In terms of the Applicable Laws the aggregate maximum Cover and Benefits that may be provided in respect of a Child below the age of 14 (fourteen) years of age, are as follows:

9.4.1.1. A Child below 6 (six) years of age: R20 000

9.4.1.2. A Child over 6 (six) years of age but below 14 (fourteen) years of age: R50 000, which maximum amounts may be amended from time to time in terms of the Applicable Laws.

9.4.2. As such, Cover and the Benefits in terms of this Policy in respect of a Child may not, in aggregate for all benefits provided under similar policies by us, exceed the statutory maximum amounts indicated in clause 10.4.1 above.

9.4.3. In the event that a Child is covered under more than one policy with the result that the aggregate benefit payments to be made by us in respect of a deceased Child exceeds the statutory Maximum Benefit Amount indicated in clause 10.4.1 above, we will at all times only honour the Claim of the Policyholder responsible for the care and maintenance of the deceased Child, which assessment will be made by us in our sole discretion.

9.4.4. You shall at all times ensure that a Child is not covered under more than one policy to ensure that a Claim for Benefits in terms of this Policy, may be paid. A failure to do so, may result in a Claim being rejected.

9.4.5. In the event that we become aware that a Child is covered under more than one Policy which will result in statutory Maximum Benefit Amounts indicated in clause 10.4.1 being exceeded, we may, without limitation to its rights in terms of this Policy, cancel the Cover of the Child to ensure that this Policy remains compliant with the Applicable Laws.

10. Beneficiary

10.1. You may at any time before the payment of a Benefit nominate, amend, and/or revoke a nomination for a Beneficiary by notifying us in writing.

10.2. A Beneficiary has no rights against us unless or until a Benefit becomes payable.

10.3. The nomination of a Beneficiary will automatically be cancelled in the event of the Beneficiary predeceasing you and/or dying simultaneously with you.

10.4. Upon your death, the Beneficiary can no longer be changed.

10.5. In the event of your death and where no Beneficiary is nominated, the Benefits will be paid to your deceased estate.

10.6. If the Beneficiary cannot be found, then we will follow the Association for Savings and Investment of South Africa (ASISA)'s code on unclaimed benefits as indicated in clause 20 below.

10.7. If the Beneficiary is a minor at the time of payment of the Benefits, the Benefits payable to such Beneficiary will be paid to their legal guardian.

11. Claims

11.1. Liability for Claims

11.1.1. The Claimant shall follow the claims procedure as set out in this Policy in the event of a Claim in relation to an Assured Life.

11.1.2. We shall not be liable for a Claim -

11.1.2.1. where such Claim is not submitted in accordance with the provisions of this Policy, or outside the time periods prescribed;

11.1.2.2. where the Insured Event occurred -

11.1.2.2.1. prior to the Commencement Date; or

11.1.2.2.2. after cancellation of this Policy; or

11.1.2.2.3. after cover in respect of an Assured Life in accordance with the terms and conditions of the Policy, has ceased; or

11.1.2.3. in instances where a Premium is not paid, subject to the Grace Period;

11.1.2.4. if an Assured Life is subject to a Waiting Period, and the Waiting Period has not yet expired.

11.1.3. Notwithstanding the provisions of this Policy relating to Claims, we reserve the right to cancel this Policy, repudiate a Claim and declare all Premiums paid as forfeited, should there be evidence of, or an attempted submission of a fictional claim, fraud or misrepresentation, which fictional claim, fraud or misrepresentation materially affects our ability to assess the risk under this Policy.

11.2. Submission of Claims

11.2.1. On the happening of an Insured Event in respect of an Assured Life, the Claimant must immediately contact us but no later than 6 months after the Insured Event.

11.2.2. If the Claim is not received within 6 months of the Insured Event, the Claim may be repudiated by us and will lapse and any right, title or entitlements to Benefits will be lost.

11.2.3. A Claim will be assessed when the Claimant has provided us with:

11.2.3.1. a fully completed claim form;

11.2.3.2. original or certified copy of the death certificate of the Assured Life;

11.2.3.3. if applicable, a notification of death;

11.2.3.4. original or certified copy of your identity document or identity card (copied both sides);

11.2.3.5. original or certified copy of the identity document or identity card (copied both sides) of the Beneficiary where the Policyholder is deceased;

11.2.3.6. confirmation of bank account into which the Benefit must be paid;

11.2.3.7. where the Assured Life is -

11.2.3.7.1. a Child, the original or certified copy of the identity document, identity card (copied both sides) or birth certificate of the Child;

11.2.3.7.2. a Spouse, certified copy of the marriage certificate or such other proof that the person qualifies as a Spouse;

11.2.3.8. any other documentation and/or information as we may reasonably request in order to assess the Claim, including but not limited to –

11.2.3.8.1. medical confirmation in the case of a Stillbirth;

11.2.3.8.2. a marriage certificate, adoption certificate or other proof sufficient to show in respect of a Child or Spouse.

11.2.4. All documentation submitted must be in English and must be clear and legible.

11.2.5. The Claimant must provide their reasonable assistance to us in respect of the Claim.

11.2.6. All documents required to be certified must be certified by a commissioner of oaths.

11.2.7. We will notify you or the Beneficiary within 2 Business Days after receipt of all the Claim Documents to our satisfaction whether we accept (and authorises payment of the Benefit), repudiate or dispute the Claim.

11.3. Consideration of Claims

11.3.1. If we dispute or reject a Claim, we will provide you or the Beneficiary with a notice setting out the reasons for the decision.

11.3.2. In such event, you or the Beneficiary may, within 90 days from the date of receipt of the notice, make representations to us regarding the decision.

11.3.3. If you or the Beneficiary fails to make such representations, we shall not be liable to pay a Claim, and our liability to pay a Claim will be extinguished.

11.3.4. If you or the Beneficiary makes representations to us, we shall, within 45 days of receiving such representations, inform you or Beneficiary of our decision.

11.3.5. After receipt of our decision, if you or the Beneficiary do not, within 12 months from the date of the happening of the Insured Event, begin legal proceedings in a competent court and prosecute such proceedings to final judgment, any of our liability shall be extinguished and no Benefits will be payable for such Claim and/or the Insured Event.

11.3.6. The 12 month period will be suspended during the 90 day period mentioned in clause 12.3.2, and provided further that you or the Beneficiary will at all times have at least 6 months after the expiry of the 90 day period to institute legal action in a court of law or to lodge a complaint with the Long-term Insurance Ombudsman.

11.4. Payment of Claims

11.4.1. Claims shall be settled by us by electronic funds transfer ("**EFT**") into the bank account nominated by you or the Beneficiary upon submission of the Claim.

11.4.2. The nominated bank account must be a bank account held with a South African bank, and payment will be made in South African Rands into such bank account.

12. Cession, surrender value and loans

12.1. The rights in and Benefits to this Policy cannot be ceded, transferred, or given over to someone else. The Policy cannot be used to secure a loan.

12.2. The Policy does not accumulate a cash or surrender value.

13. Consent to process your personal information

13.1. Collection and use

13.1.1. We are required by the Applicable Laws to process information (including personal information) of you (the Policyholder), Assured Lives and/or Beneficiaries in order to provide the Cover and Benefits as set out in this Policy ("**Personal Information**").

13.1.2. We are limited by the applicable data protection legislation to only collect and process information that specifically relates to, and is relevant to this Policy, and we are accountable for this information. We undertake to keep such information confidential, secure and to maintain such information only for as long as it is needed and/or prescribed in terms of the Applicable Laws and will, at all times, comply with the applicable data protection legislation, which includes without limitation, the Protection of Personal Information Act, 4 of 2013.

13.1.3. Your Personal Information includes, among other things, your name, your date of birth, your relationship with third parties (including family members), your fingerprints, your bank account details, your address, your contact information, your income information, your language, whether you are a social grant beneficiary, any correspondence between us and any other information set out in the Policy.

13.1.4. We shall process, analyse and store ("**Process**") personal information for the purposes for which it was collected, to :

13.1.4.1. exercise our rights and perform our obligations under our agreements with you (including the Policy) or to enter into new agreements with you;

13.1.4.2. assist us in supplying goods and services to you and other customers;

13.1.4.3. improve your experience with us;

13.1.4.4. communicate with you and keep a record of our communications with you and your communications with us;

13.1.4.5. allow for the collection of Premiums;

13.1.4.6. assess and process Claims, and do mandatory checks;

13.1.4.7. comply with all legal and regulatory requirements, including industry codes of conduct;

13.1.4.8. protect and pursue our legitimate interests and the legitimate interests of any third parties;

13.1.4.9. prevent loss or fraud;

13.1.4.10. offer additional financial products or services;

13.1.4.11. share it with other business units and companies which are part of our group;

13.1.4.12. share it with external benefit providers who are not part of the our group in order to provide additional financial products or services; and

13.1.4.13. for other purposes relevant to our business activities, provided they are lawful.

13.1.5. We cannot do this unless you provide us with your Personal Information.

13.1.6. You authorise our staff, representatives, contracted third-party service providers, applicable reinsurers and subcontractors to collect and process personal information from you or any third party, including without limitation an Assured Life and Beneficiary.

13.1.7. This authorisation applies only for the above purposes.

13.2. Children

13.2.1. If you are providing us with the Personal Information of a Child, you may only do so where you are the parent, or a competent person of that Child provided such authorisation and you warrant that such consent has been obtained.

13.2.2. You similarly warrant that you have obtained the necessary consent to provide personal information of the Assured Lives to us for the aforementioned purposes.

13.3. Sharing your information

13.3.1. We share your Personal Information:

13.3.1.1. when the law requires us to do so;

13.3.1.2. when we need to exercise or protect our rights; and

13.3.1.3. with employees and/or third parties who assist us in providing services to you (when they need your Personal Information to do so).

13.3.2. We have agreements in place with these employees and third parties to protect your Personal Information.

13.3.3. We do not transfer your Personal Information to anyone outside of South Africa.

13.4. Security

We:

13.4.1. take appropriate technical and organisational measures to ensure that your Personal Information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

13.4.2. will, if the law allows us, notify you if we become aware of any unauthorised use, disclosure or Processing of your Personal Information; and

13.4.3. will not keep your Personal Information for longer than we reasonably require it, unless the law permits or requires us to do so or you give us your consent.

13.5. Your rights

At any time, subject to our rights under applicable laws, you may:

13.5.1. ask us to clarify which of your Personal Information we Process;

13.5.2. ask us to correct or update your Personal Information;

13.5.3. object to us Processing your Personal Information;

13.5.4. ask us to return or destroy your Personal Information; and

13.5.4. ask us to return or destroy your Personal Information; and
13.5.5. lodge a complaint with the Information Regulator of South Africa if you think we have violated the law.
13.6. Marketing
You are providing us with your Personal Information so that we may send marketing to you. You may request that we stop sending marketing to you at any time by contacting us.
14. Cancellation / termination
14.1. You or we may cancel the Policy by providing 31 days' written notice to us.
14.2. We may also cancel this Policy by means of 31 days' written notice to you, or such longer period if specified by us, in the event that –
14.2.1. any false and/or untrue representation was made to us and/or if any relevant information was not disclosed to us which materially affected our ability to assess the risk under this Policy at the date of conclusion or Change of this Policy; and/or
14.2.2. termination of this Policy is required as a result of any change in the Applicable Laws which cannot be remedied through the amendment of this Policy.
14.3. We may cancel this Policy immediately if any fraud is committed in respect of the conclusion and/or maintaining of this Policy or Claims submitted in terms of this Policy, subject to the provisions of clause 12.1.3; and/or
14.4. You must ensure the accuracy of information material to the assessment of the Cover. If incorrect or incomplete material information is provided, or where material information is withheld, the Benefits will not be provided and the Premiums will not be refunded, subject at all times to the provisions of this clause 15.
14.5. Cover will also cease and the Policy will terminate on the earlier of any of the following:
14.5.1. upon your death;
14.5.2. expiry of the Grace Period in the event that arrear Premiums are not paid prior to expiry of the Grace Period; or
14.5.3. on the date of the final payment of any Benefits payable in terms of the Policy; or
14.5.4. at our discretion, where a fraudulent Claim is submitted; or
14.5.5. as a result of any other terms and conditions set out in this Policy or any right to terminate under common law.
14.6. Cancellation of this Policy shall not affect -
14.6.1. the Benefits payable where a Claim was approved by us prior to the date of cancellation of this Policy; or
14.6.2. a Claim if the Insured Event occurred prior to the date of cancellation of this Policy, provided that we receive notice of the occurrence of the Insured Event within 31 days from the date of the happening of the Insured Event.
14.7. No Benefit shall be payable where the Insured Event occurs after the cancellation of this Policy.
15. Changes to Policy
15.1. We shall at all times be entitled to amend any provision of this Policy by 31 days prior written notice to you.
15.2. Unless specifically provided otherwise in this Policy or indicated by us to the contrary, any amendments to the terms and conditions of this Policy which result in changes to the Benefits payable, will not affect a Claim in respect of an Insured Event occurring prior to such changes coming into effect. We will at all times consider a Claim based on the policy wording and Benefits applicable at the date of the occurrence of the Insured Event.
15.3. Subject to and without limitation of our right to cancel this Policy as set out in clause 15, upon the occurrence of a change in the Applicable Laws which impacts this Policy, we shall be entitled to make such amendments to this Policy as it deems necessary to ensure compliance with the change in the Applicable Laws.
15.4. We shall inform you of any such change, and the effective date thereof.
15.5. If a provision of this Policy conflicts with any provision of the Applicable Laws as a result of a change in the Applicable Laws, we will at all times act in accordance with the provisions of the Applicable Laws notwithstanding any express provision of this Policy to the contrary.
15.6. You must inform us of any changes to the original details supplied on the Policy Application, information specified on in the Policy Schedule and/or later endorsements. No request for changes or alterations to the Policy Documents will be valid unless confirmed by us in writing as an endorsement to the Policy.
16. Reinstatement
16.1. In the event that the Policy terminates due to non-payment of Premiums, we shall in our sole discretion be entitled to issue a new policy to you ("**Reinstated Policy**").
16.2. If the Reinstated Policy is issued within 2 months from the cancellation of the Policy, then we shall not impose a new Waiting Period in respect of the Reinstated Policy.
16.3. If a Waiting Period under the cancelled Policy had not yet expired as at the termination date of the terminated Policy ("**Remaining Period**"), the Remaining Period shall apply from the commencement date of the Reinstated Policy. The Remaining Period will not include any period between the date of cancellation and the commencement date of the Reinstated Policy.
17. Residence
17.1. At the time of taking out the Policy, all Assured Lives must be South African citizens who are permanently resident in the Republic of South Africa, or permanent residents in the Republic of South Africa.
17.2. Proof of citizenship or permanent residency may be requested by us to our satisfaction.
17.3. No Cover will be provided to any Assured Life living permanently in a foreign country, or if such Assured Life is absent from South Africa for a consecutive period exceeding 6 months.
17.4. If any Assured Life leaves South Africa to live outside South Africa permanently or to be absent from South Africa for a period in excess of 6 months, it is your responsibility to request us, in writing, to end the Cover for the Assured Life since no Benefits will be paid for such Assured Life and we will not refund any Premiums.
18. Complaints procedure
If you have a complaint regarding your Policy or our service, please contact our client service center on telephone number 081 326 9909 0r Email: service@impandefs.co.za
18.1. If you are not satisfied that your complaint has been resolved, please refer your compliant to our complaints department on:
Tel: 011 778 8000
Email customerrelations@safrican.co.za.

18.2. Complaints which are still not resolved to your satisfaction may be referred to our arbitrator. Our arbitrator's details are set out below:
Tel: 021 957 1786
Email: arbitrator@sanlam.co.za

18.3. Complaints which are still not resolved may be referred to the Ombudsman for Long-term Insurance, the FAIS Ombud or the Financial Sector Conduct Authority.
Long-term Insurance Ombudsman
Private Bag X45, Claremont, 7735
Tel: 012 674 0330 – Fax: 012 674 0951
E-mail: info@ombud.co.za

FAIS Ombud for advice related complaints
PO Box 74571, Lynnwood Ridge, 0040
Tel: 012 470 9080/99 –
Fax: 012 348 3447 – Sharecall: 0860 32 47 66
E-mail: info@faisombud.co.za

Financial Sector Conduct Authority
PO Box 35655, Menlo Park, 0102
Riverwalk Office Park, Block B, 41 Matroosberg Road (Corner Garsfontein and Matroosberg Roads), Ashlea Gardens, Extension 6, Menlo Park, Pretoria
Tel: 012 428 8000
Fax: 012 347 0221
Website: http://www.fsca.co.za
19. Unclaimed Benefits
19.1. An unclaimed Benefit is when we become aware that there is a Claim for a Benefit to be paid, but your or the Beneficiary cannot be found to pay the Claim.
19.2. In such case, we will start the process of tracing you or the Beneficiary.
19.3. If the process does not match the rightful owner with the Benefit, we shall repeat the tracing process within a 3-year period and again within 10 years if the Benefit remains unclaimed.
20. Miscellaneous matters
20.1. General
20.1.1. Save as is expressly provided for in this Policy, no provision of this Policy constitutes a stipulation for the benefit of a third person (i.e. a *stipulatio alteri*) which, if accepted by the person, would bind any party in favour of that person.
20.1.2. A person shall not have a claim or right of action arising from any undertaking, representation or warranty not included in this Policy.
20.1.3. The grant of any indulgence, extension of time or relaxation of any provision by us under this Policy shall not constitute a waiver of any right by us or prevent or adversely affect the exercise by us of any existing or future right.
20.2. Address for service of legal documents
You choose the physical addresses contained in the Policy Schedule as the address where documents in legal proceedings in connection with this Policy may be served (ie your *domicilia citandi et executandi)*:
20.3. Entire contract
The Policy Documents contain all the provisions agreed on by the Parties with regard to the subject matter of the Policy.
20.4. Changes, cancellation and waiver
No contract changing, adding to, deleting from or cancelling this Policy, and no waiver of any right under this Policy, shall be effective unless confirmed by us in writing.
20.5. Applicable law
This Policy is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.1

SIGNATURE:____________________________