

ASSIST FAMILY FUNERAL POLICY WORDING

TERMS AND CONDITIONS

Ensure that you fully understand all the terms and conditions before signing any application form.

This product is a Funeral Policy offering cover for death. The terms and premium rate is annually renewable. This product is underwritten by Guardrisk Life Limited (FSP 76) and administered by Bengil Konsultante CC (FSP 46378).

Class of Business: Funeral

Operative Clause

In return for the timeous and prior payment of the required monthly Premium by the Principal Member and receipt thereof by the Insurer and subject to the terms of cover, a Benefit will be paid within 2 (two) Days of receipt of the necessary Claim documentation based on the following:

- The Claim Event occurs within the period of insurance;
- The Claim Event giving rise to a Claim is covered in terms of the Exclusions and/or the terms and conditions of this Policy;
- The truth and accuracy of the information given at the time of application;
- The Claim Event arises outside any applicable Waiting Period(s) where applicable;
- The Claimant provides the Administrator/Insurer with all the relevant documents that it may require; and
- The Claim is reported within the prescribed periods.

The Benefit payable will be based on the following:

- In the event of Accidental Death, the Benefit will be a lump sum amount payable to the Beneficiary or Principal Member.
- In the event of Natural Death, after the initial Waiting Period, where applicable, the Benefit will be lump sum amount payable to the Beneficiary or Principal Member.
- In the event of Natural Death during the initial Waiting Period for any Insured, no Benefit will be paid.

DEFINITIONS

The following words and expressions shall have the following meanings:

Accident: means the sudden, unforeseen and uncertain event, which could not reasonably be expected to occur, which is caused by violent, external, physical and visible means at an identifiable time and place, resulting directly and independently of any other cause, in Bodily Injury. Self-inflicted injury and Suicide are excluded from this definition. 'Accidental' has a corresponding meaning.

Accidental Death: means Bodily Injury which (directly and independently of any other cause) results in the Death of the Insured and shall exclude Natural Death.

Administrator/ FSP: means Bengil Konsultante CC – FSP 46378.

Applicable Laws: means the Insurance Act 18 of 2017 and/or the Long-term Insurance Act 52 of 1998, the Policyholder Protection Rules (Long-term Insurance), 2017 and the Protection of Personal Information Act 4 of 2013 and any other legislation relating to or regulating the protection or processing of data of Personal Information, direct marketing or unsolicited electronic communications and which may be applicable in the Republic of South Africa from time-to-time.

Beneficiary: means the person nominated by the Principal Member to whom the Policy Benefits will be paid by the Insurer. If no Beneficiary is nominated, on the death of the Principal Member, the Benefit will be payable to the Spouse. If no Spouse, the Benefit will be paid to the person responsible for the funeral costs. If such person is unknown, the Benefit will then be paid to the estate of the Principal Member. The Principal Member shall be the Beneficiary in respect of the death of a Dependant.

Benefit: means the amount payable on the occurrence of death of an Insured under this Policy, based on the option selected at application.

Bodily Injury: means physical bodily injury to an Insured caused by an Accident. Bodily Injury shall be deemed to include death by starvation, thirst, and/or exposure to the elements.

Branch: means the loan center where the Principal Member applied for a loan and this Policy, which is an associate company of the Administrator.

Child: means up to 4 (four) nominated unmarried, dependent children of the Principal Member or Spouse. This includes natural children, legally adopted and stepchildren who are under 21 (twenty-one) years of age. The age limit will be extended to 25 (twenty-five), should the child be a full-time student financially dependent on the Principal Member (proof may be requested at Claims stage). There is no age limit for mentally or physically challenged children while they are wholly dependent on the Principal Member or Spouse (proof may be requested at Claims stage). The Administrator must be advised of all newborn children to be added to the Policy within 31 (thirty-one) Days of their birth, failing which they will not be covered under this Policy.

Claim: means a demand for Policy Benefits by a Claimant in relation to this Policy, irrespective of whether or not the Claimant's demand is valid. Claims must be made by submitting a completed claim form with supporting documents to the Administrator.

Claimant: means a person who makes a Claim in relation to this Policy.

Claim Event: means the insured risk, namely the death of an Insured.

Cooling-off Period: means a period of 31 (thirty-one) Days from the date You received this Policy document within which you may cancel this Policy in writing at no cost to yourself, provided that no Benefit amount has yet been paid or claimed or the Claim Event insured against has not yet occurred, by giving notice

to the Administrator and any Premium paid will be refunded in full unless a Claim has been paid. Cover will stop on cancellation of this Policy and any Premium you have paid within this period that has not provided you with risk cover, will be refunded.

Day: means a 24 (twenty-four) hour period. 'Days' has a corresponding meaning.

Dependant: means a person who is financially reliant on the Principal Member and in whose life the Principal Member has an insurable interest. This includes a Spouse and Children of the Principal Member.

Entry Date: means the date on which a Spouse or Child is added onto the Policy after the initial Inception Date and is the date on which cover and applicable Waiting Periods for such a Dependant commences.

Exclusion: means the losses or risk events not covered under this Policy. Should a Claim Event arise from an Exclusion, no Benefit will be payable.

Grace Period: a period of 31 (thirty-one) Day's after the Premium payment date where the cover is still in force, but the Premium has not been paid. If any Claim Event occurs during this period which results in a valid Claim, the unpaid Premium/s will be deducted from any Benefit paid. Failure to pay the Premium/s by the expiry of this period will result in the Policy lapsing and all Benefits will cease. A Claim Event that arises in the period after the Policy has lapsed will not be covered.

Inception Date: means the date on which your insurance cover comes into effect and is dependent on the Insurer having received the first Premium payment.

Influential Persons:

A Politically exposed person is someone who is or has been entrusted with prominent public functions, based on a specific political affiliation.

Examples: A head of state, cabinet minister, member of parliament/local/provincial government, senior administrator in government department (financial department/tender processes), senior judge, manager of local municipalities who award tenders, senior and/or influential official, ambassador/high commissioner, senior representative of a religious organization.

A Prominent influential person refers to any individual who is or has in the past been entrusted with prominent functions in a particular country. A South African PIP would be known as a Domestic PIP. A Foreign Prominent Public Official (FPPO) would be someone who holds a Prominent Public Official (PPO) position in a foreign country.

Examples: Premier of a province, member of a foreign royal family, government minister or equivalent senior politician, leader of a political party, high ranking member of the military/police, etc.

A known close associate is an individual who is closely connected to a prominent person, either socially or professionally. The term "close associate" is not intended to capture every person who has been associated with a prominent person.

Examples: Known relationships outside the family unit (e.g. girlfriends, boyfriends, mistresses), a prominent member of the same political party, civil organization, labour or employee union as the prominent person, business partner or associate, especially one who shares (beneficial) ownership of corporate vehicles with the prominent person, or who is otherwise connected (e.g. through joint membership of a company board), any individual who has sole beneficial ownership of a corporate vehicle set up for the actual benefit of the prominent person.

A family member is an individual who is related to a PEP/PIP either directly (consanguinity) or through marriage or similar (civil) forms of partnership.

Examples: Spouse or civil/life partner, previous spouse or civil/life partner, children and stepchildren and their spouses or civil/life partners, parents, siblings and stepsiblings and their spouses or civil/life partners.

Insured: means the Principal Member and where applicable, all other nominated Dependants as specified on the application form that have been accepted by the Insurer and who reflect on the Policy Schedule issued by the Administrator confirming cover is in place.

Insurer: means the insurance company that underwrites this insurance, namely Guardrisk Life Limited (registration number 1999/013922/06 and FSP number 76), an authorised financial services provider and an insurer licensed to conduct life insurance business in terms of the Insurance Act 18 of 2017. See the disclosure notice for details.

Insurable Interest: means a financial interest the Principal Member has in respect of his/her Dependants and on whose death a financial loss will be suffered by such Principal Member.

Misrepresentation: means the conscious decision to provide inaccurate information in relation to any personal details or to change the true facts to mislead an interested party. This shall also mean the failure to disclose material information at the date of application that had the Insurer been aware of would have resulted in the Policy not being issued.

Natural Death: means death is not Accidental, it is one that is primarily attributed to an illness, or an internal malfunction of the body not directly influenced by any external forces.

Personal Information: means personal information as defined in the Protection of Personal Information Act 4 of 2013.

Policy: means this document, which is the contract between the Principal Member and the Insurer which provides insurance cover in return for a Premium. The Policy document contains all the terms and conditions of the cover. The Policy includes all declarations made at application stage and any other time, and any other supporting information and endorsements.

Policy Schedule: means the schedule confirming the details of the plan type selected, the Principal Member, Dependants, the Premium, cover amount, the Inception Date and the Beneficiary nomination.

Premium: the monthly amount payable by the Principal Member as stated in the Policy Schedule or any endorsement issued in terms of this Policy.

Principal Member/ You: means the main member on the Policy who is between the age of 18 (eighteen) last birthday and 65 (sixty-five) next birthday at Inception Date.

Repudiate: in relation to a Claim, means any action by which the Insurer rejects or refuses to pay a Claim or any part of a Claim, for any reason and includes instances where a Claimant lodges a Claim:

1. in respect of a loss event or risk not covered by this Policy; or
2. in respect of a loss event or risk covered by this Policy, but the Premium or Premiums in respect of this Policy are not paid; or
3. in respect of Policy terms and conditions not being met.

"Repudiation" has a corresponding meaning.

Spouse: means the person married to the Principal Member by law, tribal custom, or tenets of any religion; and shall include a common law husband/wife of the Principal Member or such person residing with the Principal Member, who is normally regarded by the community as the Principal Member's husband/wife. A person of the same gender residing with the Principal Member who is regarded by themselves and the community as a common law couple will also be regarded as a Spouse in terms of this Policy. Insurance cover for the Spouse will cease upon the divorce and/or the permanent separation of the Spouse from the Principal Member. The cessation of insurance cover will be on the earliest of the separation date or the date of the final divorce order. Only 1 (one) legal or common law husband/wife of the Principal Member will be allowed at any time. Cover for such person will cease upon divorce or upon the permanent separation from the Principal Member.

Suicide: means the ending of the life of an Insured by their own hands. Suicide is subject to a 12 (twelve) month Waiting Period from the Inception Date (or Entry Date) and will not be covered if arising during this period.

Unclaimed Benefits: means a valid and approved Claim where payment cannot be made to the Principal Member or Beneficiary within 3 (three) months of the Claim having been approved because the Principal Member/Beneficiary is unknown or is not contactable. In other words, the Principal Member /Beneficiary cannot be located, his/her emails are undelivered, his/her post is returned and/or his/her contact number is no longer in use. It is a Claim that is known to us and has been reported, assessed, proven valid and approved.

Variations: means any act that results in a change to:

1. the Premium;
2. any terms;
3. any condition;
4. any Policy Benefit;
5. any Exclusion; or
6. the duration of this Policy,

'Vary' and 'Variations' have corresponding meanings.

Waiting Periods: means a period during which the Principal Member and Dependants are not entitled to Policy Benefits. Waiting periods start from the Inception Date of this Policy or from the Entry Date on which a Dependant has been added onto this Policy if this is after the Inception Date. There is a **12 (twelve) month waiting period** for death due to Suicide or as result of self-harm or self-inflicted injury. There is a **6 (six) month waiting period** in respect of Natural Death for all lives insured. There is no waiting period for Accidental Death.

Where a Dependant has been insured on a similar Policy with another insurer, for more than 31 (thirty-one) Days before the Inception Date, and the similar Policy is being replaced with this Policy, then no waiting period for Natural Death will be imposed. This is provided that the previous waiting period on the similar policy with the alternate insurer has already passed and proof of the policy is provided. If no such cover was in place by the Inception Date or the Entry Date, the full Waiting Period for Natural Death will apply.

ELEGIBILITY AND AGE LIMITATIONS

- The Principal Member must have an approved credit facility.
- The Principal Member and Dependants must reside within the borders of South Africa and have a valid identity document or passport.
- The Principal Member and Spouse must be between the ages of 18 (eighteen) last birthday and 65 (sixty-five) next birthday at the time of application.
- Children must be between the ages of 0 (zero) and 21 (twenty-one) years next birthday at the Inception Date or Entry Date.

PREMIUMS

All Premiums are payable monthly in advance by the Principal Member. These will be collected by debit order on the Day You specify. If we do not successfully collect a Premium, we will try to collect a double Premium the following month. If this is unsuccessful, your Policy will immediately lapse, and you will not have any cover. This means that you have a 31 (thirty-one) Day Grace Period to pay your Premium after this falls due, after which the Policy will lapse. If you have a Claim during the Grace Period, this will still be considered and if valid, will be paid less the outstanding Premium/s.

The Insurer will not change or Vary the Premium rate during the first 12 (twelve) months after the Inception Date of the Policy unless there are reasonable actuarial grounds to change or Vary the Premium rate or when the Variation will be to the benefit of the Principal Member. After the first 12 (twelve) months, the Insurer reserves the right to review and change the Premium and/or cover annually. Any changes to the Premium rate will be notified to the Principal Member 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate details of the reasons for the change to the Premium rate and will afford the Principal Member with reasonable steps, such as an option to terminate the Policy, to mitigate the impact of the increase on the Principal Member. The Premium rates may be amended or changed, based on the following factors: past and future expected economic factors (for example, but not limited to, interest rates, tax and inflation), past and future claims experience, past and future expected lapse experience, past and future expected mortality experience, expected future reinsurance, any regulatory and legislative changes impacting this Policy or any other factor impacting the Premium that the Insurer deems material at the time.

POLICY CANCELLATION

You have the right to cancel this Policy at any time by giving us 31 (thirty-one) Days' notice of the intention to cancel. Such cancellation, after the initial 31 (thirty-one) Day Cooling-Off Period from the Inception Date, will not attract a refund of any Premiums paid. A cancellation request can be sent to the Administrator whose details are below or by emailing queries@assistfamilyfuneralplan.co.za or 079 259 2933.

Your Policy will be **CANCELLED**, and you will have **NO COVER** if:

1. You do not pay your monthly Premium and Premiums remains unpaid by the expiry of the Grace Period;
2. You give 31 (thirty-one) Days' notice to the Administrator to cancel;
3. We give you 31(thirty-one) Days' notice of our intention to cancel;
4. The Principal Member has died;

The Insurer may immediately cancel this Plan or place it on hold, refuse any transaction or instructions, or take any other action considered necessary in order to comply with the law and prevent or stop any undesirable or criminal behavior. No Claim will be considered where a Claim Event occurs after the Policy has been cancelled.

EXCLUSIONS: YOU ARE NOT COVERED IF YOU OR YOUR DEPENDANTS SHOULD DIE:

1. whilst participating in a riot or strike or in any terrorist activity;
2. whilst in active participation in the commission of a criminal activity resulting in the Claim Event;
3. whilst attempting or through a self-inflicted injury commit Suicide within the first 12 (twelve) months from the Policy Inception Date or Entry Date;
4. whilst not following all of the requirements of this Policy;
5. whilst committing fraud in relation to this Policy;
6. within the 6 (six) month Waiting Period for Natural Death from the Inception Date or Entry Date.

CLAIMS PROCEDURE:

In the event of a Claim the Claimant needs to report it within 3 (three) months to the Administrator by phone 079 259 2933 or email to claims@assistfamilyfuneralplan.co.za or at their nearest Branch. The Claimant must provide a fully completed claim form that can be obtained from any Branch or by contacting us, and we will email it to him/her. Please provide the relevant supporting documents as detailed below.

All of the Claim documentation must be submitted to the Insurer within 6 (six) months of the date of the Claim Event. Failure to do so could result in the Benefit being forfeited, unless there are extenuating circumstances for the late submission.

Claim documentation required

1. Claim Form – A fully completed Claim Form signed by the Principal Member/Beneficiary.
2. A Certified copy of the Death Certificate.
3. A certified copy of the DHA1663 – Notice of Death Form.
4. A certified copy of the deceased's Identity Document.
5. A certified copy of the Principal Members/Beneficiary's Identity Document.
6. Should the cause of death be due to a motor vehicle accident, Suicide or under investigation, we will require a Police Report to be completed by the investigating officer at the police station where the incident was reported;
7. Proof of address of the Beneficiary (not older than 3 (three) months).
8. Proof of account of the Beneficiary (not older than 3 (three) months)

If a Child is over the age of 21 (twenty), we will require evidence of being a full-time student from the educational institution. Where the Child is mentally or physically disabled and remains wholly dependent on the Principal Member or Spouse, we will require evidence of the Child being a social grant recipient or medical certificate.

All of the claim documentation must be submitted to the Branch or Administrator within 180 (one hundred eight) Days of the date of event. Failure to do so could result in the Benefit being forfeited unless there are extenuating circumstances for the late submission acceptable to the Insurer. We are only able to fully process your Claim once all documentation is received and verified.

Please note that once the Claim has been settled, such payment will be a discharge of the Insurers obligation and we will have no further liability in terms of that Claim.

Rejection of Claim and Time Bar

In the event of a Claim being Repudiated or the Claimant disputes the *quantum* of the Benefit amount paid by the Insurers, the Claimant is entitled to make representation to us in respect of our decision to Repudiate the Claim or as to the manner in which the quantum of the Benefit amount was calculated for a period of 180 (one-hundred eighty) Days from the date of receipt of the Repudiation letter or the date of the Claim payment.

If the representation is unsuccessful or the dispute is not resolved at the end of this 180 (one-hundred eighty) Day period then the Claimant has an additional 6 (six) months to institute legal action against us by way of a summons, failing which we will no longer be liable in respect of the Claim and such legal action will no longer be possible. Representation must be submitted in writing to the Insurer, Guardrisk Life.

Where the Claimant is not satisfied with the response from us, the Claimant is entitled to escalate the matter/ complaint to The National Financial Ombud Scheme South Africa.

In terms of Section 15 of the Financial Services Ombudsman Schemes Act No. 37 of 2004, that on receipt of the official referral to the aforementioned Ombudsman, any applicable time barring clause in terms of this Policy or the running of prescription in terms of the Prescription Act No 68 of 1969 from the date of referral to the date of withdrawal of the referral, or determination of the referral by the Ombudsman, shall be stayed. If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against the Insurer for the enforcement of the claim by way of the service of summons against the Insurer. Summons must be served on the Insurer within 6 (six) months from the date the Claimant receives the outcome in respect of the representations made, failing which all Benefits in respect of such Claim shall be forfeited and no liability can arise in terms of such Claim.

NO SURRENDER OR CESSIONS

This Policy acquires no surrender, paid-up or loan values. There is no cumulative effect of Premiums paid and each monthly Premium is used to cover the risk for that specific month. Each month a Premium is to be paid to renew the cover.

UNCLAIMED BENEFITS

If a valid and approved Benefit under this Policy is an Unclaimed Benefit, the Administrator will take action to determine if the Principal Member/Beneficiary is alive and/or aware of the Benefit payable to him/her under this Policy. Specifically, in the 3 (three) year period after the Unclaimed Benefit arises, the Administrator may:

- attempt to contact the Principal Member/Beneficiary telephonically and electronically to advise them of the Unclaimed Benefit; or
- determine the last known contact information of the Principal Member/Beneficiary by comparing internal and external databases, including the use of internet search engines and/or social media; or
- appoint an external tracing company to locate the Principal Member/Beneficiary.

Before the end of the 3 (three) year period referred to above, the Administrator will confirm the Unclaimed Benefit and transfer the amount of the Unclaimed Benefit to an account in the name of the Insurer, and the Insurer will accept liability for the Unclaimed Benefit.

MISREPRESENTATION

All information provided and declarations made by the Principal Member in the application for this Policy form the basis of this Policy and any Misrepresentation, mis-description or non-disclosure of any material fact by or on behalf of the Principal Insured shall render this Policy voidable, at the Insurer's option, unless such Misrepresentation, mis-description or non-disclosure has been made in good faith.

It is the responsibility of the Principal Member to inform the Administrator, or the Insurer if any of his/her circumstances change and where this could affect the outcome of a potential Claim and or invalidate this Policy and its Benefits. In the event of a Misrepresentation of age of an Insured, the Benefit will be revised using the correct age and taking the Premium paid, amend the Benefit payable to the correct benefit level. In the event of a material Misrepresentation that would have resulted in the Policy not being issued, a full refund of all Premiums paid will be refunded to the Principal Insured or Claimant, less costs of any administration or any risk cover enjoyed.

FRAUD

If any fraudulent means are used by the Principal Member or anyone acting on their behalf to obtain any Benefit amount under this Policy or if the Claim Event insured against is occasioned by the Principal Member's intentional act, or with connivance, all Benefits under the Policy and all Premiums paid in terms of the Policy will be forfeited and the Policy will be voidable at the Insurer's option.

VARIATIONS

This Policy is issued on the basis that the statements and information made and set forth in the application form and all declarations made in respect thereof are true and correct and constitute a full disclosure of all facts and circumstances likely to materially affect the assessment of the risk at the time of the issue of this Policy.

The Insurer will not change or Vary the terms and conditions during the first 12 (twelve) months after the Inception Date of the Policy unless there are reasonable actuarial grounds to change or Vary the terms and conditions or when the Variation to the terms and conditions will be to the benefit of the Principal Member. After the first 12 (twelve) months, the Insurer reserves the right to change or Vary the terms and conditions annually. Any changes to the terms and conditions will be notified to the Principal Member 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate details of the reasons for any change to the provisions, terms or conditions of the Policy and an explanation of the implications of the change. Any Variations and or changes will be binding on both the Insurer and the Principal Member and can be applied only after written communication of these changes has been sent to the Principal Member's last known address as it appears in our records at that time.

JURISDICTION AND GOVERNING LAW

Only the courts of South Africa shall have jurisdiction to entertain any Claims arising out of or in respect of this Policy and the law of South Africa shall apply to this Policy.

The parties hereby consent to the jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg), in respect of all Claims and causes of action between them, whether now or in the future, arising out of or in respect of this Policy.

TREATING CUSTOMERS FAIRLY

This product has been created to meet the requirements of our clients. We will at all times deliver on customer service and customer expectations by enforcing the principles of Treating Customers Fairly (TCF). The TCF principles ensure we apply fairness to all client experiences relating to new business, policy terms, service and claims processes. The TCF framework has 6 outcomes which are:

- You are confident that your fair treatment is key to our culture;
- Products and services are designed to meet your needs;
- We will communicate clearly, appropriately and on time during the lifespan of your policy;
- We provide solutions which are suitable to your needs and circumstances
- Our products and services meet your standards and deliver what you expect;
- There are no unreasonable barriers to access our services, or to lodge a claim or to make any complaints.

PROCESSING AND PROTECTION OF PERSONAL INFORMATION

The Insured acknowledges and consents to the Intermediary collecting and processing his/her Personal Information:

- to enter into this Policy and for purposes of administering this Policy and complying with his/her instructions; and
- for the purposes of the prevention and detection of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities.

The Insured confirms that he/she is authorised to provide the required personal information of lives assured, and beneficiaries, which is required:

- to enter into this Policy and for purposes of administering this Policy; and
- for the purposes of the prevention and detection of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities, and will be used:
 - a) to market and provide information on additional products where the data subject has consented to this
 - b) to process claims,
 - c) to conduct any investigation into any policy or claim, where this may be required
 - d) when dealing with any complaint which may arise
 - e) for statistical purposes (where the information has been adequately de-identified)

The information processed will not be processed or used for any other purpose other than that noted above.

The personal information we collect will be shared with:

- a) Applicable internal staff members
- b) The Administrator and Guardrisk, as the underwriter
- c) Any Ombud, in the event of their being a complaint or a Regulatory requirement to do so
- d) Applicable Regulators, in the course and scope of their duties
- e) External compliance practice, for the purpose of conducting compliance monitoring and reporting
- f) External auditors, for the purpose of conducting financial audits
- g) Any information technology platform host, when your details are entered into such system

All such persons are bound by confidentiality agreements and/or codes and may not process your information for any other purpose other than what has been mandated.

The Intermediary may transfer its rights or obligations under this Policy to a third party without the Insured's consent and without notice. In such event, the third party will then process the Insured's Personal Information.

We keep personal information in respect of your Policy for as long as necessary or required by law, which is currently 5 years after the termination of the policy.

Personal information will be securely stored on local servers, and if in hardcopy, at the Branch or the Administrator's Head office. We will use reasonable efforts to ensure that personally identifiable information is adequately protected from unauthorized disclosure.

No personal information will be transferred across the South African border.

We have an obligation to keep your personal information up to date, and correct, so it is important that you update us with any changes to this. The Insured may update his/her Personal Information at any time by calling the Administrator.

The Insured has the right to access his/her Personal Information held by the Intermediary, during office hours and within a reasonable time after either party has received a written request for access.

In the event of you having any complaint in relation to the processing of your information, you are requested to contact the Intermediary directly, who will assist you. You have the right to complain to the Information Regulator should your complaint not be satisfactorily resolved.

Disclosure Notice
Financial Advisory and Intermediary Services (FAIS) General Code of Conduct 2003

Your Intermediary

Business Name: Bengil Konsultante CC
Registration number: 1999/030193/23
Physical & Postal address: 589 Lois Avenue, Erasmus Kloof, Pretoria, 0181
Telephone: 079 259 2933
Website: www.assistfamilyfuneralplan.co.za
FAIS registration (FSP No): 46378

In terms of the FSP license, Bengil Konsultante is authorized to give Intermediary Services and information for products under: Category I - Long-term Insurance: Sub-category A & A1 and B1 & B1A and Short-term Insurance Personal Lines and Personal lines A1. Only information, and no advice, is provided in terms of the products provided, and you are therefore requested to ensure that your product selection is appropriate for you.

Without in any way limiting and subject to the other provisions of the Mandate, Bengil Konsultante accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service Act) in rendering financial services within the course and scope of their employment. Some representatives may be rendering services under supervision and will inform you accordingly

Legal and contractual relationship with the Insurer:

Bengil Konsultante and Guardrisk Life have concluded a shareholder and subscription agreement that entitles Bengil Konsultante to place insurance business with Guardrisk Life. The shareholder and subscription agreement entitles Bengil Konsultante to share in the profits and losses generated by the insurance business. Guardrisk Life may distribute dividends, at the sole discretion of their Board of Directors, to Bengil Konsultante during the existence of the Policy.

Bengil Konsultante has the necessary Professional Indemnity and Fidelity guarantee policy in place.

Waiver of Rights:

You are hereby advised that no representative of the provider or any other person may ask you or offer any inducement to you to waive any right or benefit conferred on you by or in terms of any provision of the General Codes of Conduct to the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS"). A copy of the Code of Conduct is available on request.

Claims contact details : Any Branch can receive claim information or claims@assistfamilyfuneralplan.co.za can be used
Complaints contact details : (012) 998 7938 or complaints@assistfamilyfuneralplan.co.za
Compliance Officer : Simply Comply (Pty) Ltd, gerard@legal1.co.za or Monique@legal1.co.za

Conflicts of interest will be avoided, and if this is not possible, fully disclosed to you, so that you may make an informed decision. The conflict-of-interest policy and disclosure is available to view on our website, www.assistfamilyfuneralplan.co.za.

Fees: Bengil Konsultante CC earns the following fees and commissions which forms part of the monthly premium:
Binder Fees: 9% Commission: 15% (excluding VAT)

The Intermediary does not directly or indirectly hold more than 10% of the relevant product supplier's shares or has any equivalent substantial financial interest in the Insurer.

During the preceding 12 (twelve) month period, the Intermediary received more than 30% of total remuneration, including commission, from the Insurer.

Full and Frank disclosure:

Insurance contracts are based on good faith and full disclosure of all information which the product provider needs in order to properly underwrite and accept or reject the risk. You must fully disclose anything which may impact your cover in any way.

Any misrepresentation or non-disclosure of a material fact, or the inclusion of incorrect information, may result in the cancellation of a transaction or the non-payment of a claim by the product supplier. It may also result in your policy being cancelled without any return of premium. This may impact your ability to get cover elsewhere.

Your Insurer

Business Name : Guardrisk Life Limited
Registration number : 1999/013922/06
Physical address : The MARC, Tower 2, 129 Rivonia Road, Sandton, 2196
Postal Address : PO Box 786015, Sandton, 2146
Switchboard telephone : +27-11-669-1000
General email enquiries : info@guardrisk.co.za
Website : www.guardrisk.co.za
FAIS registration : FSP 76

In terms of the FSP license, Guardrisk Life Limited is authorised to give advice and render financial services for products under: Category I: Long-term Insurance: Category A, B1, B1-A, B2, B2-A and Category C

Guardrisk has Professional Indemnity Cover and Fidelity Guarantee Cover in place.

Your Intermediary noted above should always be your first point of contact in the event that you have a query or complaint. Guardrisk is a cell captive insurance company, we partner with other financial service providers to provide our customers with different insurance and risk solutions to suit their specific needs.

If you are dissatisfied with the feedback received from your Intermediary, or your complaint remains unresolved, feel free to contact the **Guardrisk Complaints Department**:

Telephone: 0860 333 361
Email: complaints@guardrisk.co.za

Guardrisk Compliance Details

Telephone: 011 669 1000
Email: compliance@guardrisk.co.za
Guardrisk Life Limited has a conflict of interest management policy in place which is available to view on their website: www.guardrisk.co.za

Particulars of the National Financial Ombud Scheme (For claims/service related matters)

Physical address: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7708
Telephone: 0860 800 900
Website: www.nfosa.co.za
Email: info@nfosa.co.za

Particulars of the Financial Sector Conduct Authority (For market conduct matters)

Postal address: PO Box 35655, Menlo Park, 0102
Telephone: +27-12- 428-8000
Fax number: +27- 12- 346- 6941
Email: info@fsca.co.za

Particulars of the FAIS Ombudsman (For advice/policy related matters)

Postal Address: PO Box 41, Menlyn Central, 0063
Telephone: +27- 12- 762 5000
Email: info@faisombud.co.za

Particulars of the Information Regulator (For complaints relating to the use of Personal Information)

Postal Address: PO Box 31533, Braamfontein, Johannesburg,2017
Telephone: +27 10 023 5200
Email: POPIAComplaints@info regulator.org.za
