

### Standard Bank Flexible Funeral Plan

This policy consists of two parts:

- a Certificate of Insurance (Policy Schedule) and
- policy Terms and Conditions.

**The policy will start only once we have accepted the application and have received the first Premium.**

This document contains the Terms and Conditions of the policy. It contains important details about this product and the cover provided. The Certificate of Insurance (Policy Schedule) details the particular values that apply to your Policy where these can vary due to your choices.

In this policy, unless clearly stated otherwise:

- words importing only one gender shall include the other gender;
- the singular shall include the plural and vice versa.

## 1 Definitions

<b>Issue Date</b>	The date the policy is accepted, and the policy is issued, as stated in the Certificate of Insurance (Policy Schedule).	<b>Spouse</b>	The person you are legally married to either by civil, tribal or customary law, by civil union, by Asiatic religion or the person whom you are in a same-sex or heterosexual cohabiting relationship with. This may also include a second or third Spouse if the Policyholder/ Principal Life Assured has more than one Spouse.
<b>Start date</b>	The date on which we receive the first premium.	<b>Child or Children</b>	Child is defined as a person who is under the age of 25 and must be unmarried. This can be the Policyholder's: <ul style="list-style-type: none"> <li>• Biological or legally adopted child;</li> <li>• Spouse's biological or legally adopted child;</li> <li>• Common law child (those children whose deceased parents may or may not be related to you, and if you are such children's permanent, primary caregiver and they are dependent on you for the last 12 months or longer before the start of the policy);</li> <li>• Stillborn Child.</li> </ul>
<b>Personal Information</b>	includes but is not limited to information relating to: race, gender, marital status, nationality, age, physical or mental health, disability, language, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history and as more specifically defined the above Protection of Personal Information Act.	<b>Stillborn Child</b>	A baby who is dead when it is born or surgically removed from the womb, after the 28th week of pregnancy. The Stillborn Child must be the child of the Principal Life Assured or Spouse Life Assured.
<b>Process</b>	means any operation or activity, whether automated or not, concerning personal information, including collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking, as well as blocking, degradation, erasure or destruction of information. <b>Processing</b> will have a similar meaning.	<b>Extended Family</b>	This includes the Policyholder's Parent or Parent-in-law, Child, Nephew or Niece, Uncle or Aunt, Cousin, Grandparent, Grandchild, brother or brother-in-law, sister or sister-in-law. <b>Cousin:</b> The Child of the Policyholder's Uncle Aunt. <b>Grandchild:</b> The Child of the Policyholder's son or daughter. <b>Grandparent:</b> The mother or father of the Policyholder's or Spouse's Parent. <b>Nephew/Niece:</b> The son/daughter of the Policyholder's or Spouse's brother or sister. <b>Uncle/Aunt:</b> The brother/sister of the Policyholder's mother or father.
<b>Various laws</b>	pertain to but is not limited to the following legislation: Protection of Personal Information Act of 2013 ("PoPIA"), Financial Intelligence Centre Act ("FICA"), Financial Advisory and Intermediary Services Act ("FAIS") and Tax Administration Act ("TAA").	<b>Parents and Parents-in-law</b>	The Policyholder's or Spouse's natural or step-parents or the parents who legally adopted the Policyholder or Spouse.
<b>Policy Anniversary</b>	The annual anniversary of the <b>Start Date</b> of the policy.	<b>Beneficiary</b>	The person or institution nominated to receive the death benefits on the death of the Principal Life Assured.
<b>Accidental Death</b>	Traumatic death caused solely by external, violent, unforeseeable and visible means, occurring independently of any other cause and within 14 days of such trauma. This does not include suicide.	<b>Premium Payer</b>	The person, as stated in the Certificate of Insurance (Policy Schedule), who pays the Premiums due under this policy.
<b>Premium</b>	The total Premium as stated in the Certificate of Insurance (Policy Schedule).	<b>Waiting Period</b>	A period where no benefits will be paid, except for accidental death. Premiums need to be paid during the Waiting Period. The Waiting Period applies from: <ul style="list-style-type: none"> <li>• the Start date;</li> <li>• the date a new Life Assured is added to the policy; or</li> </ul>
<b>Benefit Amount</b>	The amount the Life Assured is insured for under a particular benefit of the policy, as stated in the Certificate of Insurance (Policy Schedule).		
<b>Cashback Benefit Accrual Rate</b>	The Benefit Accrual is the percentage of the value of total Premiums received during the five-year cycle when the Cashback benefit was in force and is used to calculate the Cashback Bonus.		
<b>Policyholder</b>	The owner of the policy is the Policyholder.		
<b>Life Assured</b>	Any of the lives insured under a particular benefit of the policy. All Lives Assured will be stated in the Certificate of Insurance (Policy Schedule).		
<b>Principal Life Assured</b>	The Principal Life Assured (You) or Main Member refers to the Policyholder.		

- the date when cover is increased (applicable to the increased amount only and does not apply to increases due to Automatic Benefit Increases).

<b>Standard Bank</b>	Standard Bank Insurance Brokers Ltd ("Standard Bank") administers the Standard Bank Flexible Funeral Plan on behalf of Liberty.
<b>Liberty</b>	Liberty Group Limited ("Liberty") is the licensed life insurer of the Standard Bank Flexible Funeral Plan.
<b>We/us</b>	The terms "we" or "us" refers to Liberty or Standard Bank (on behalf of Liberty).
<b>You</b>	Refers to the person who buys the policy; the Policyholder and Principal Life Assured (Main member).

## 2 Lives Assured

### 2.1 Who can you cover under the policy:

The Policyholder is the Principal Life Assured and can also insure the following family members on the same policy:

- His/her Spouse (up to 3 spouses),
- Children,
- Extended Family, and
- Parents and Parents-in-law.

Additional lives may be added (within the limits above) or existing Lives Assured may be removed, provided the policy is in force

	<b>Minimum Entry Age</b>	<b>Maximum Entry Age</b>	<b>When cover ceases</b>
Principal Life Assured	18 last birthday	65 last birthday	Whole of life
Spouse Life Assured	18 last birthday	65 last birthday	Whole of life
Children	New born **	20 last birthday, or 24 last birthday (if student)	Whole of life (Children will automatically become extended members after age 25 and charged the appropriate premium rates)
Parents	18 last birthday	84 last birthday	Whole of life
Extended Family	New born	84 last birthday	Whole of life

\*Children will remain on the policy after the maximum stipulated ages allowed for children have been reached. They will automatically become extended family members and charged the appropriate premium rates. Please contact us if you would instead like their cover to cease.

\*\* A New Born is covered for a period of 3 months after birth even if not yet added to the policy as a life assured.

### 2.2 Eligible Lives Assured

This policy only covers lives assured who:

- Live in South Africa permanently,
- Live in South Africa for at least 9 months of the year, or
- Work in South Africa and have a legal working permit/valid visa of at least **6 months**.
- All children covered under the policy must also live in South Africa.
- A passport can be used instead if no SA ID number is available, but proof of age and gender will be required.
- Date of birth and gender is required for lives assured where passport number is provided.

**The above applies to ALL lives assured under the policy.**

## 3 Benefits

### 3.1 Description of what you are assured for.

The claim event or accident that has directly resulted in the claim must have occurred after the Start date and during the period of cover.

#### **Funeral benefit**

The Funeral benefit will pay out a Benefit Amount when any of the Lives Assured under this policy dies. Claims will be paid within 48 hours once all the necessary documentation has been received and the claim has

been verified.

On the death of a baby up to three months old or a Stillborn Child, a Funeral benefit will be paid provided that:

- the Policyholder/Principal Life Assured or Spouse (if insured under this policy) is the mother, and
- the death occurs after the 6-month Waiting Period.

The Funeral benefit payable for Children (including babies) is restricted by law. This restriction also applies on any increases in the Benefit Amount (even through automatic benefit increases, if selected) from the date of that increase.

<b>Age of Child</b>	<b>Amount payable per Child</b>
Stillborn or up to 3 months (baby)	Benefit Amount limited to R5 000
3 months to 5 years (under 6)	Benefit Amount limited to R20 000
6 to 18 years	Benefit Amount limited to R50 000
Over 18 years	100% of Benefit Amount

The Funeral benefit pays a maximum of 2 Stillborn claims per policy (and per Life Assured if covered under more than one policy).

#### **Double Accidental Death benefit**

Should the Policyholder/Principal Life Assured or Spouse (if insured under this policy) die because of an Accident (and within 14 days of the Accident) the Funeral benefit will be paid plus an additional amount equal to the Funeral benefit.

The benefit does not apply in the event of the Life Assured committing suicide.

#### **Premium Waiver**

To qualify for the Premium Waiver benefit to be paid, the policy must have been active for 6 months, with at least 6 premiums paid. Should the Principal Life Assured die, the remaining family members on the policy will remain covered for a further **6 months** and no premiums will be payable.

No changes (other than administrative) will be allowed on the policy during the premium waiver period. This benefit can only be claimed once.

After 6 months, the spouse (or any adult member on the policy over the age of 18), will have the option to take over the policy as the Policyholder (with new premiums quoted for the new Policyholder). Payment of premiums will resume at this point and the Policyholder will need to make arrangements to pay the premiums.

If the policy is not transferred to the spouse or another adult member on the policy, the policy and all related benefits will end.

#### **Memorial benefit (if selected)**

The Memorial benefit will pay a Benefit Amount to the beneficiary when the Policyholder/Principal Life Assured or Spouse (if insured under this benefit) dies. This benefit is paid in addition to the Funeral benefit.

However, this benefit is only payable if the Funeral claim is accepted as a valid claim as per the Terms and Conditions of this policy.

#### **Catering benefit (if selected)**

The Catering benefit will pay a Benefit Amount to the beneficiary when the Policyholder/Principal Life Assured or Spouse (if insured under this benefit) dies. This benefit is paid in addition to the Funeral benefit.

However, this benefit is only payable if the Funeral claim is accepted as a valid claim as per the Terms and Conditions of this policy.

#### **Grocery benefit (if selected)**

The Grocery Benefit is a set amount paid monthly for the purpose of the cost of groceries for the family when the Policyholder/Principal Life Assured or Spouse (if insured under this benefit) dies.

The amount is paid for the number of months initially selected (6 or 12 months), after the death of the life assured.

- The first payment will be paid within 30 days after the death if all rules for claiming have been followed and it is a valid claim;
- The policy must have been in force for the required waiting period of 6 months and all monthly premiums paid in full.

However, this benefit is only payable if the Funeral claim is accepted as a valid claim as per the Terms and Conditions of this policy.

#### **Repatriation Benefit (if selected)**

The Repatriation benefit will pay a Benefit Amount to the Policyholder/Beneficiary when the Life Assured under the benefit dies. This benefit

is paid in addition to the Funeral benefit and is intended to cover the cost of repatriation of the body to the place of burial. The benefit does not provide the actual repatriation service and this must be separately arranged. The actual cost of a repatriation may be different to the Benefit Amount payable.

This benefit is only payable if the Funeral claim is accepted as a valid claim as per the Terms and Conditions of this policy.

#### **Airtime benefit (if selected)**

The Airtime benefit will pay a Benefit Amount to the Policyholder/Beneficiary when the Life Assured under the benefit dies. This benefit is paid in addition to the Funeral benefit.

This benefit is only payable if the Funeral claim is accepted as a valid claim as per the Terms and Conditions of this policy.

#### **Cashback Bonus (if selected)**

Every 5 years (starting from when the Cashback benefit was added to the policy), a Cashback Bonus is paid to reward the Policyholder for his/her loyalty as long as the policy is active, and premiums are being paid. This Cashback Bonus is currently equal to 10% of all Premiums received during the five-year cycle when the Cashback benefit was in force. The Cashback Bonus will be paid into the premium paying account.

- The Policyholder can cancel the benefit and will not be charged the Cashback benefit premium thereafter. Any accrued Cashback Bonus will be forfeited.
- Upon the Principal Life Assured's death, any accrued Cashback Bonus (until date of death) will be payable to the beneficiaries on the policy. The cashback cycle will start over should an existing adult member of the policy take over the policy as the Policyholder/Principal Life Assured.

Liberty may review the benefit accrual rate and the premiums for this benefit when premiums and benefits are reviewed.

### **3.2 Who are the benefits paid to**

If the Policyholder/Principal Life Assured dies, we will pay the benefits to the nominated Beneficiaries.

If no Beneficiaries are nominated by the Policyholder in writing, we will pay:

- the Spouse Life Assured under this policy at the time or
- the Policyholder/ Principal Life Assured's estate if there is no Spouse Life Assured.

If there is any dispute as to who the benefits should be paid to, Liberty will decide whom to pay. If another Life Assured dies the benefit is paid to the Policyholder/Principal Life Assured.

### **3.3 Maximum benefits that can be paid per Standard Bank policy**

The maximum benefit payable for **FNL/FNR Funeral Plan** per Life Assured is restricted to the following amounts when the benefit is selected. The benefit may increase above these amounts if an automatic benefit increase has been selected (except for children):

- Policyholder/Principal Life is R50 000
- Spouse is R50 000
- Children:
  - R10 000 for Stillborn children and babies less than 3 months old,
  - R10 000 for Children between 3 months and 6 years, and
  - R20 000 for Children between 6 years and 18 years.
- Parents/in laws is R50 000
- Extended Family is R50 000

The maximum benefit payable per **Flexible Funeral Plan** per Life Assured is restricted to the following amounts when the benefit is selected. The benefit may increase above these amounts if an automatic benefit increase has been selected (except for Children):

- Policyholder/Principal Life is R100 000
- Spouse is R100 000
- Children:
  - R5 000 for Stillborn children and babies less than 3 months old,
  - R20 000 for Children between 3 months and 6 years, and
  - R50 000 for Children between 6 years and 18 years.
- Parents/in laws is R100 000
- Extended Family is R100 000.

Where the maximum benefit has been paid, no further benefits will be paid.

The maximum benefit amounts that will be paid for a Life Assured across **ALL** policies will be R500 000 per adult person.

Children maximum benefit amounts on **ALL** funeral policies remain as per section 3.3 above.

### **3.4 When do the benefits end**

Should the Policyholder/Principal Life Assured die, the Spouse Life Assured (or any adult member on the policy over the age of 18), has 6 months (until the end of the premium waiver period) to choose to continue with the policy in his/her own name. If this option is not taken up, the policy and all benefits on all Lives Assured end.

### **3.5 Waiting Periods**

The Waiting Period will be 6 months for all Lives Assured covered under this policy and for all benefits selected.

No benefits will be paid during the Waiting Period. If any Life Assured dies due to natural causes during the Waiting Period, we will refund the Premiums paid for that particular Life Assured. The Waiting Period will not apply if any Life Assured dies because of an Accident.

The Waiting Period does not apply to children who were added within 3 months of birth.

#### **When the Waiting Period on Natural Death will be waived**

We will waive the waiting period on funeral cover if death occurs within the 6-month Waiting Period where the Policyholder has switched cover from another insurer to us, if:

- The policy from the previous insurer was cancelled and the Flexible Funeral Plan was issued not more than one (1) month after such cancellation. The Waiting Period on the previous policy had been completed before date of death; and
- The relevant Life Assured was covered for funeral cover under the previous policy.

If the Flexible Funeral Plan has a higher benefit amount than the previous policy, the full 6-month Waiting Period will apply to the difference between the two benefit amounts.

This means that we will only pay a funeral claim equal to such lesser benefit amount when a Life Assured dies from natural causes within the first 6 months of the cover Start date.

#### **Who is entitled to this benefit?**

- Policyholder or beneficiary

#### **Documents required where cover is switched**

To ensure that this policy takes account of all completed waiting periods of a switched policy, the following documents may be required at application stage or at the time of submitting a claim:

- The Policy schedule of a funeral plan from any other insurer dated at a maximum of 1 month before the Flexible Funeral Plan start date.
- Proof of cancellation of this previous policy.

### **3.6 Exclusions**

No benefits will be paid if the death of any Life Assured was caused by them committing suicide any time within 12 months after the **Start** Date, or the date a particular Life Assured is added to the policy. This exclusion also applies to any increases in the Benefit Amount (other than through automatic benefit increases, if selected) from the date of that increase.

If any Life Assured die (or are injured or disabled) because they committed a crime or did something illegal, no benefits will be paid.

We may cancel all cover and all premiums paid may be forfeited.

### **4 Premium payer restrictions**

The Premium Payer shall be limited to being the Premium Payer on a maximum of 5 policies where the Premium Payer is not the same person as the Policyholder.

### **5 Premiums**

Premiums, as stated in the Certificate of Insurance (Policy Schedule), are payable monthly and must be paid by approved debit order or stop order. All charges for this policy are included in the Premium. If you cancel your debit order/stop order at the Bank, we will not be able to instruct the bank for payment and premium payments will be unpaid. The Premium for the Policy may be subject to a minimum amount. If the Premium does not meet this amount payable, we may cancel the Policy unless the Premium has been increased to the minimum amount payable.

Liberty does not guarantee premium rates and reviews them at least once each year.

- **Your premium will change annually as your age changes. As the life assured will be one year older at that time, you may expect that the premium payable will increase.**
- Should you choose to increase the sum assured at the policy anniversary, there will be an additional premium payable for the additional cover.

When reviewing the premium rates, we will investigate the extent to which the pricing assumptions used to calculate the premiums varied from the actual experience and our expectation of future experience. These assumptions include but are not limited to the expected:



- Claims incidences;
- Renewal costs of providing the policy;
- Lapse rates;
- Interest rates; and
- The average age and demographics of the lives assured on the product as a whole.

Furthermore, we reserve the right to appropriately adjust the benefits payable and the premium of this policy if:

- Any legislation or regulation (including tax legislation or regulation) affecting this policy or Liberty is introduced or changed; or
- The legal interpretation or understanding of any legislation or regulation (including tax legislation or regulation) affecting this policy or Liberty has changed; or
- Such adjustment is necessary to ensure that actual benefits paid each year are similar to the expected benefits payable (Which are adjusted by Liberty's expectation of future experience, including the economic climate, claim incidences as well as the age and demographics of the life assured.)

Notification of any Premium Increases will be issued at least 31 days before the increase takes effect by written communication via email and SMS.

If the Policyholder does not want Premiums to be increased, he/she must notify Standard Bank in writing before the increase is applied and we will reduce the benefits accordingly.

## 5 Premium payments

### 5.1 How do we collect premiums?

We will collect the premiums from the Policyholder/premium payer's bank account by debit order or through stop orders. The premium is payable monthly in advance. If there are insufficient funds in the account, we may track the account using a PASA approved system and re-send the instruction for payment as soon as sufficient funds are available in the account.

**When the selected payment day falls on a Sunday or public holiday, we will deduct the premium on the last business day before.** If you cancel your policy within 7 days before the next premium is due, we may deduct the next premium and provide you with another 30 days of cover.

### 5.2 What happens if a premium is not paid?

- Your policy will not immediately lapse if you are unable to pay a premium.
- **If you reverse or cancel your debit order, it may negatively impact any subsequent claims and if 6 consecutive premiums are missed this will result in your policy being cancelled.**
- When you miss a premium (for example your debit order came back as unpaid because of insufficient funds) we will notify you of such missed premium and you will have 15 days to pay this premium before we reduce the benefit amount as stated below.
- If you miss a premium, **the value of the policy benefit will be reduced proportionately.** Your benefit amount will be reduced by the percentage of total premiums missed to premiums due in the past six months.
- Should you catch up all missed premiums your benefit amount will revert to the original benefit amount you contracted for.
- If you have not paid any premiums at all for 6 months, the value of your policy benefit amount will be zero, and no claim will be payable. **Your policy will lapse. If you want cover again, you will have to apply for a new policy.** New waiting periods may apply.

### 5.3 What happens if a life assured dies and not all premiums were paid?

In the event of the death of a life assured the benefit amount will be reduced by the percentage of total premiums missed to premiums due in the 6 months before the date of death.

## 6 Automatic benefit and premium increases

Any automatic benefit increases selected will result in the Benefit Amount increasing at each Policy Anniversary. These increases will be accompanied by a related automatic premium increase to allow for the cost of the increase in Benefit Amount.

The automatic benefit and premium increases are set out in the Certificate of Insurance (Policy Schedule).

The Policyholder must notify Standard Bank in writing should he/she not wish to accept any future Benefit Amount increases and benefits will be adjusted accordingly.

## 7 Rights of parties

All benefits due will be paid to the Policyholder, except where otherwise stated.

### 7.1 Choosing a Beneficiary

The Policyholder may at any time appoint or remove a Beneficiary. The appointment or removal of a Beneficiary will not be binding on us unless it is recorded by Standard Bank.

Up to 5 beneficiaries can be added on a Policy. The Policyholder can select the percentage that each Beneficiary will receive of any Claim Amount. ID numbers or passport numbers are required for beneficiaries.

### 7.2 Transferring rights to benefits (cessions)

Rights to the benefits under this policy cannot be:

- cashed in, or
- transferred to a third party as security for a debt, or for any other reason.

### 7.3 Claim payment to the nominated beneficiary

Before a claim is paid out, the beneficiaries will be screened against the sanction lists as published in terms of section 25 of the POCDATARA (Protection of Constitutional Democracy Against Terrorist and Related Activities Act, 2004 (Act No. 33 of 2004)). Should a beneficiary be found on the sanctions list the pay-out will not be concluded. The related family will be required to obtain a letter of appointment from the Magistrate court for nomination of an alternative person to receive the funds. This may lead to the claim payment being delayed.

## 8 Cooling-off period

Every Policyholder is entitled to a 31-day period to cool off, that is to cancel or change the policy (as long as no benefit was paid, or claim made). Any cancellation or change request must be sent to Standard Bank in writing within 31 days of receiving the Policy Document. The Policy Document is considered to have been received 10 days after the date that Policy Document was issued by Standard Bank.

After receiving any cancellation or change request, and subject to any law, we may take any of the actions below:

- Change the policy in line with the requested change.
- Inform the Policyholder that no change can be made to the policy.
- Cancel the policy and refund any Premiums you have already paid less any expenses related to the cover enjoyed up until the cancellation of the policy.

Where we have not received the required notice of cancellation of either the policy in totality or the cancellation of the changes requested to the policy within the 31 day period, you will be bound by the Terms and Conditions of the policy. The Policyholder then gives up the right to object to the policy's Terms and Conditions later.

To exercise your cooling-off rights, please contact us directly at the contact details given below.

- After the lapse of this cooling-off period you need to provide us with 31 days' notice of your request to cancel your policy.
- If we wish to cancel your insurance policy, we will provide you with 31 days' notice at your last known postal or email address.
- You may not add any new insured person to the policy after the letter cancelling it has been delivered to us.
- We will not refund any unused proportion of premiums if the policy is cancelled.

## 9 Terminating the Policy

If you wish to cancel your policy, you need to provide us with 31 days' notice of your request to cancel the policy. If we wish to cancel your policy, we will provide you with 31 days' notice at your last known postal or email address. We will not refund any unused proportion of premiums if the policy is cancelled.

## 10 Making a Claim

Please refer to the Claim checklist (Section 19) for a list of the claim requirements. We will only pay benefits if we are satisfied that a valid claim has been submitted and the person claiming is in fact entitled to receive the benefits. Standard Bank must be provided with all the information that we require to process any benefits due.

We pay all approved claims within 48 hours after we have received the claim with all the correct documents.

If any of the insured persons die, we need proof of relationship to the claimant (the person making the claim).

It is the Policyholder's responsibility to make sure that Standard Bank always has up-to-date contact information for all those that can benefit on this policy.

Where we become aware that there are benefits due to be paid out on the policy, Standard Bank will always first try to contact the Policyholder or their Beneficiaries at the last address or contact information provided. If Standard Bank is not able to contact the Policyholder at this address or contact information provided, we will take other reasonable steps to try find the person that is entitled to the policy benefit. In order to do this, we may have to appoint external tracing agents. By applying for this policy, the Policyholder agrees that

we can give the external tracing agents access to personal information in order to be able to do any tracing. It is also important to note that a tracing fee may be deducted from the benefits payable.

Note that in certain circumstances, an additional amount may be payable by us in relation to any late payment.

#### **Submission of Claims**

A claim must be submitted within 12 months of the death of the Life Assured.

#### **Claim Procedure**

You can claim by:

- Phoning our Funeral Plan Claims Helpline on **0860 123 999**; or
- Contacting your nearest Standard Bank branch.

#### **11 Surrender values**

This policy does not have any surrender cash value. This means you cannot cash it in and we will not pay anything if you stop paying your premiums.

#### **12 General Terms**

**12.1** All notifications in writing will be sent to the cellphone number, e-mail address or other address Standard Bank has on record at the time.

**12.2** Premiums and any other amounts due under this policy must be paid in South African Rands. Benefits are also only paid in South African Rands.

**12.3** The Premium Payer consents to the debiting of his/her bank account, in the event that any Premium needs to be recovered from his/her bank account. Should the bank details change at any time, the Policyholder or Premium Payer should notify Standard Bank of such change.

**12.4** The laws of the Republic of South Africa will apply to any question of law affecting this policy.

**12.5** Should any claim under this policy involve fraud, gross misrepresentation or false information, Liberty reserves the right to cancel this policy. No refunds are payable on misrepresentation and cancellation.

**12.6** We may change the benefits payable and the Premium rates under this policy if any legislation or interpretation of legislation (including tax legislation) affecting this policy, Standard Bank or Liberty is introduced or changed. The Policyholder will be notified in writing of any changes made.

**12.7** Any policy changes are subject to our business practices at the time.

#### **13 Events beyond our control**

Force majeure refers to circumstances beyond our reasonable control, such as an act of God, acts of the State or Government, exceptional weather conditions, total national electricity failures, war or war-like activities or serious delays in public transport that may prevent us from carrying out our obligations under this agreement. In the event of a force majeure, this policy will be suspended until we can deliver on our obligations. We will, if possible, notify the Policyholder or Beneficiaries of the suspension and the estimated duration of the suspension. We will not be liable for any damages caused as a result of the suspension.

#### **14 Forfeiting of benefits**

In line with common law principles, the rights of a Beneficiary to any proceeds of this policy will fall away entirely where any party that stands to directly or indirectly benefit from proceeds that would be payable to such Beneficiary is found to have been intentionally, materially and criminally responsible, whether in part or full, for the Life Assured's death. We have the right to reclaim any benefits paid to such a Beneficiary where payments of proceeds were made prior to us establishing that the rights to such proceeds have fallen away.

#### **15 Insurer**

The insurer of this policy is Liberty Group Limited. (Registration number: 1957/002788/06).

#### **16 Consent to accessing, processing and disclosure of information**

We know that you care about your personal information and how it is used, and we want to ensure you that you can trust Liberty and Standard Bank to use your personal information carefully.

We are required by various laws to collect and process some of your personal information to provide products or services to you and to confirm, update and enhance our records from time to time in order to provide you with these goods or services. Acceptance of these terms is voluntary but is a requirement for the provision of products or services to you. If you do not accept these terms, we cannot activate and service your policy.

#### **The Policyholder acknowledges and agrees that:**

The information provided to us is true and correct, complete and up to date.

If any information you give us is wrong, incomplete or outdated, we may cancel your policy or decline a future claim.

**Where you have provided us with the Personal Information of a third party, you guarantee that such third party has given you consent to provide us with their Personal Information.**

You will provide all documentation and information required in terms of our business rules.

You acknowledge and accept that Policyholder information may be provided to SARS. Further, that SARS may also exchange the information with the tax authorities of another country or countries in which the Policyholder may be a tax resident.

The Policyholder authorises Liberty and Standard Bank, their representatives and contracted third parties (which may also be located outside of the Republic of South Africa), service providers as well as any applicable reinsurer, to process and further process the Policyholder's Personal Information:

We may be required to collect Personal Information from the Policyholder or other sources in order to service the policy, assess risks, consider claims for benefits, conduct research, apply for a tax directive and issue tax certificates.

We may process and share this information internally and externally only as required in order to:

- continually assess risks;
- service your product;
- consider claims;
- provide services and products to you;
- meet our responsibilities to you;
- follow your instructions;
- inform you of new services and products;
- make sure our business suits your needs;
- monitor and analyse your conduct for quality control, fraud,
- compliance and other risk-related purposes;
- for security, administrative and legal purposes;
- carry out statistical, research and other analyses to identify potential market trends and develop new products and services.

We have a duty to take all reasonable steps to ensure your personal information (i.e. contact details) is complete, accurate, not misleading and updated on a regular basis. To do this, we will always try to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third-party data sources.

To further process information through the Financial Services Exchange (Pty) Ltd, trading as Astute, and through such registers and databases maintained by or on behalf of the Association for Savings and Investment SA, as well as other insurers to meet our regulatory obligations, detect and combat fraud, for servicing and internal processing purposes.

For external sources, you agreed that this authorisation is considered a legally binding personal instruction to the parties concerned to provide any relevant information requested directly to us.

#### **We undertake to:**

Only process Personal Information as permitted by law.

Keep the Policyholder's Personal Information confidential, secure and only for as long as required or prescribed.

Provide you with access to update or rectify any of your information. Notify the Policyholder if his/her Personal Information has been compromised.

#### **Please note:**

- This authorisation and undertaking extend beyond the Policyholder's death.
- It applies only for the purposes above and therefore may partially limit the Policyholder's right to privacy.
- The Policyholder is entitled at any time to request access to, update or rectify his/her Personal Information that we process.
- The Policyholder has the right to be notified when his/her Personal Information has been compromised.
- If the Policyholder provided us with an email address, we will correspond with the Policyholder via email.
- You may contact us to update, correct or delete your personal information, unless the law requires us to keep it.

If you believe that we have used your personal information contrary to the above, you may lodge a complaint with us internally by contacting us on **0860 123 999**.

In terms of PoPIA, you have the right to lodge a complaint with the Information Regulator.

## 17 Charges

- Commission is charged for each premium.
- Flexible Funeral Plan: Commission of 3.25% is included in the premium payable.
- FNL/FNR Funeral Plan: Commission of 22.5% is included in the premium payable.
- SBIB receives binder fees of 3.5% (for entering into the policy on behalf of Liberty) and 4% for the settling of claims.
- Where the policy was sold through an external call centre, the external call centre would receive the 3.5% for entering into the policy on Liberty's behalf.
- Commission and binder fee rates exclude VAT.

## 18 Contact Details for Queries and Complaints

Discuss your query or complaint with your Standard Bank adviser. If you are not happy with how the matter is handled, contact:

### The Funeral Help Line:

Phone number: **0860 123 999**; or

Email: [assurancedivisionadmin@standardbank.co.za](mailto:assurancedivisionadmin@standardbank.co.za)

### Standard Bank Insurance Brokers Complaints:

Phone number: **0860 101 101**

Email: [Complaint.resolutioncentre@standardbank.co.za](mailto:Complaint.resolutioncentre@standardbank.co.za); or

Email: [relations@liberty.co.za](mailto:relations@liberty.co.za)

**If you are still not satisfied you may contact:**

### National Financial Ombudsman (NFO)

Street Address: **NFO Johannesburg**

110 Oxford Road, Houghton Estate

Johannesburg

Gauteng;

2198

Phone number: **0860 800 900**

Email: [info@nfosa.co.za](mailto:info@nfosa.co.za)

Website: [www.nfosa.co.za](http://www.nfosa.co.za)

### National Financial Ombudsman (NFO)

Street Address: **NFO Cape Town**

Claremont Central Building

6th Floor

6 Vineyard Road

Claremont

Cape Town

7700

Phone number: **0860 800 900**

Email: [info@nfosa.co.za](mailto:info@nfosa.co.za)

Website: [www.nfosa.co.za](http://www.nfosa.co.za)

### Financial Sector Conduct Authority

Postal Address: **Financial Sector Conduct Authority**

PO Box 35655, Menlo Park, 0102

Telephone: **080 020 3722 / 012 428 8000**

Fax: **(012) 346 6941**

Email: [complaints@fsca.co.za](mailto:complaints@fsca.co.za)

Website: [www.fsca.co.za](http://www.fsca.co.za)

## FAIS Ombudsman

Street Address: 125 Dallas Avenue Menlyn Central,  
Waterkloof Glen, Pretoria, 0010

Postal address: PO Box 74571, Lynnwood Ridge, 0040

Phone number: **012 762 5000 / 0860 663 247**

Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)

Website: [www.faisombud.co.za](http://www.faisombud.co.za)

## Underwriter/Insurer: Liberty Group Limited

The insurer for Flexible Funeral Plan is Liberty Group Limited, company registration number 1957/002788/06.

Street address: Liberty Centre

1 Ameshoff Street, Braamfontein, 2001

Postal address: PO Box 10499, Johannesburg, 2000

Phone number: **011 558 4871**

Share call number: **0860 456 789**

Email: [info@liberty.co.za/relations@liberty.co.za](mailto:info@liberty.co.za/relations@liberty.co.za)

## 19 Claims checklist

We need to see the following important documents when a claim is lodged:

- Completed claims form;
- Death certificate;
- Certified copy of identity document of the person that died (original is assumed not to be needed);
- Birth certificate if there is no identity document or a child under 18 died;
- Original identity document of the beneficiaries;
- Marriage certificate or other proof of the relationship with the main member;
- Notice of registration of death (Home Affairs form number DHA1663-A);
- If no beneficiary nominated, a letter of appointment/executor; and
- Bank statement of the beneficiaries for non-SBSA customers.

## Death by accident

In addition to the documents above, the following is required:

- A copy of the police report.

Liberty and Standard Bank may further verify the information that was provided at policy application stage. If this information is found to be incorrect, the claim may be declined or reduced.

## 20 Leaving out material information

If you omit or disclose any information that is incorrect during the lifetime of the policy (for example: date of birth, gender, or relationship), then Liberty may regard any claim as invalid. Liberty may also cancel the policy and you will lose all premiums you have paid.