

DISCLOSURE RELEVANT TO THE LIFE INSURANCE POLICY FOR DIRECTORS

ISSUED TO

**ERNST & YOUNG INCORPORATED; ERNST & YOUNG ADVISORY SERVICES (PTY) LTD;
ERNST & YOUNG SERVICES (PTY) LTD AND EY CATALYST (PTY) LTD**

(Policy number 13599815x1)

Policy Section	Description	Reason
General	<ul style="list-style-type: none"> • Previous Endorsements • With effect from 1 September 2022 all references to Namibian and other countries are deleted in the Policy. • Effective 1 November 2024, removal of signatory party 	<ul style="list-style-type: none"> • All previous endorsements are included in the Policy. • The Namibian members are no longer covered under the Ernst & Young RSA Policies, due to legislation change. • The Policy was amended to exclude Ernst and Young as a signatory to the Policy.
Schedule 1: Definitions	Definition of "Policy Anniversary"	The definition of Policy Anniversary is replaced with Review Date.
Schedule 1: Definitions	Included a definition of "Applicable Laws", "Complaint", "Data Privacy Laws", "Data Subject", "Personal Information", "Personal Information Breach", "POPIA", "Responsible Party" and "Supervisory Authority"	To ensure compliance with POPIA, with effect from 1 July 2021.
Schedule 1: Definitions	Definition of "Beneficiary"	Sanlam Group Risk has updated the group insurance policy containing the necessary provisions to ensure compliance with the definition of "beneficiary" in the Insurance Act 18, 2007
Schedule 1: Definitions	Definition of "Category 3 Insured"	This definition has been included in line with the amendment as per quote 32/ZS/T0918/Ernst & Young (Amendment), dated 8 June 2021.
Schedule 3: Death Benefit	Clause 3.4 – Payment of benefit	Sanlam Group Risk has updated the group insurance policy containing the necessary provisions to ensure compliance with the definition of "beneficiary" in the Insurance Act 18, 2007.
Schedule 3: Death Benefit	Clause 3.7(1) – War and Riot exclusion - clause	Sanlam amended the "war and riot" wording to clarify any

	(a)(iv)	direct or indirect consequence of an INSURED's conduct in a strike.
Schedule 4: Universal Educator Protector Insurance Benefit	Schedule 4 - Universal Education Protector Benefit	Sanlam Group Risk (SGR) recognises that an employee's death can have a considerable financial impact on the ability of the surviving parent or legal guardian to pay for their children's education. Sanlam therefore takes pleasure in informing you that various improvements have been made to the Universal Education Protector (UEP) benefit forming part of your group life insurance policy. The changes are effective 1 January 2022.
Schedule 6: Option to effect individual income continuation insurance on own life	Clause 6.2 – Option to effect individual income continuation insurance on own life	The period in which the conversion option must be exercised changed from 2 MONTHS to 60 days as previously communicated in the review letter.
Schedule 8: Premiums	Clause 8.1 – Premium rates	The sub-clauses are amended to clarify the basis of review and period of notification required to be given for each review. This is required in line with Policyholder Protection Rules.
Life Insurance Policy effective 1 November 2017 Schedule 8: Miscellaneous Provisions	Clause 8.1 – Deductions from benefits	Deduction of benefits are no longer permitted due to the changes of the definition of "beneficiary" in the Insurance Act 18, 2007.
Schedule 9: Miscellaneous Provisions	Clause 9.7 – Alterations to the Policy	The sub-clauses are amended by replacing 'three months' with '31 days' in line with the Policyholder Protection Rules.
Schedule 9: Miscellaneous Provisions	Clause 9.11 – Cancellation and termination of the Policy	The sub-clauses are amended by replacing 'two months' with '31 days' in line with the Policyholder Protection Rules.
Life Insurance Policy effective 1 November 2017 Schedule 8: Miscellaneous Provisions	Clause 8.13 – Interest on Late Payment	The clause is deleted from the policy and included in the Administration Guide.
Schedule 9: Miscellaneous Provisions	Clause 9.13 – Fraud and Dishonesty	This is a new clause which was added. This clause sets out the manner in which a claim will be dealt with, in the event it is found that a claim is based on fraud, dishonesty, etc.
Schedule 9: Miscellaneous Provisions	Clause 9.14 – Personal Information Clause 9.15 – Breach notification	These clauses are added to ensure compliance with POPIA, with effect from 1 July 2021.



LIFE INSURANCE POLICY FOR DIRECTORS

effected by

ERNST & YOUNG INCORPORATED; ERNST & YOUNG ADVISORY SERVICES (PTY) LTD, ERNST & YOUNG SERVICES (PTY) LTD AND EY CATALYST (PTY) LTD

(Policy number 13599815x1)

The provisions of the previous Policy effective from 1 November 2017 are replaced by the provisions of this Policy.

This Policy is effective from 1 November 2024.

Sanlam Life Insurance Limited (Registration no 1998/021121/06) must provide insurance in respect of the EMPLOYEES of certain EMPLOYERS in terms of this Policy (in which the attached Schedules are incorporated), provided that the provisions of the Policy are complied with by the EMPLOYERS. This Policy is issued to the EMPLOYER for the benefit of the persons who are entitled to benefits in terms of the Policy.

Signed at Bellville on behalf of Sanlam Life Insurance Limited on 30 November 2024.

B. Williams

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Sanlam Life Insurance Limited Reg no 1998/021121/06
Licensed Life Insurer, Financial Services and Registered Credit Provider (NCRCP43)
Refer to the Sanlam website for directors and company secretary details.

www.sanlam.co.za



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SCHEDULE 1 DEFINITIONS

In this Policy, unless the context indicates otherwise,

- the singular also denotes the plural and vice versa; and
- the expressions below have the meanings indicated opposite them.

ACQUISITION DATE means the date on which an EMPLOYER becomes part of the Ernst and Young group.

ACQUISITION EMPLOYER means an employer who becomes part of the Ernst and Young group and whose EMPLOYEES have the option to become insured in terms of this Policy.

APPLICABLE LAWS mean

- (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the services in terms of the Policy, are provided to or in respect of;
- (b) the common law and laws of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard; or
- (e) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business.

BENEFICIARY means the person(s) nominated by the INSURED, which person(s) may not include the EMPLOYER.

CATEGORY 1 INSURED means an INSURED who was insured in terms of this Policy on 30 November 2015 and who made the choice before 1 December 2015 to retain the benefit that was applicable in respect of him/her.

CATEGORY 2 INSURED means –

- (a) an INSURED who was insured in terms of this Policy on 30 November 2015 and who made the choice before 1 December 2015 not to retain the benefit that was applicable in respect of him/her.
- (b) an EMPLOYEE who becomes an INSURED in terms of this Policy on or after 1 December 2015.

CATEGORY 3 INSURED means a Fixed Term Contractor/Partner who became a Deferred Retiree and whose death cover is equal to the cover he/she had prior to becoming a Fixed Term Contractor/Partner, provided that –

- (a) on cessation of the fixed term contract, a CATEGORY 3 INSURED would be allowed to effect an individual life insurance in terms of Schedule 6 on the death cover in terms of Schedule 3; and
- (b) the cessation age of a Fixed Term Contractor/Partner of a Deferred Retiree can't exceed the age of 65 years, whereupon they will become a RETIRED/DIRECTOR/PARTNER at the expiry of the fixed term contract.

COMMENCEMENT DATE means 1 April 1993.

COMPLAINT means a complaint or request relating to either party's obligations under DATA PRIVACY LAWS in terms of the Policy, including any compensation claim from a DATA SUBJECT or any notice, investigation or other action from a SUPERVISORY AUTHORITY.

CONSUMER PRICE INDEX means the "consumer price index for all urban areas" published by Statistics South Africa from time to time.

DATA PRIVACY LAWS mean any APPLICABLE LAWS relating to the processing, privacy, and use of PERSONAL INFORMATION, as applicable to SANLAM and the EMPLOYER in terms of the Policy, including:

- (a) in Republic of South Africa:
- (i) the POPIA including any regulations promulgated pursuant thereto; and/or
 - (ii) any other statute dealing with data privacy; and
- (b) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant SUPERVISORY AUTHORITY.

DATA SUBJECT means a person to whom personal information relates.

DIRECTOR means –

- an EMPLOYEE in the active service of the EMPLOYER duly appointed by the EMPLOYER as a DIRECTOR; provided that;
- a DIRECTOR who no longer serves in his/her capacity as a DIRECTOR and changed his/her contract of employment to that of a fixed term contract employee, may become insured for the benefits provided under policy number 13599816x9 (Life Insurance Policy for Staff) and policy number 19118945x5 (Spouses Insurance Policy for Staff).

EMPLOYEE means a DIRECTOR who-

- is in the service of the EMPLOYER;
- is on a fixed term contract of employment with the EMPLOYER, provided that the fixed term contract is not for less than three months;
- is under the NORMAL RETIREMENT AGE as set out in terms of his/her contract of employment, or such retirement age as indicated by the EMPLOYER;
- SANLAM has been notified in writing of such continuation of cover; and
- premiums remain payable to SANLAM.

EMPLOYER means the PRINCIPAL EMPLOYER and any other EMPLOYER that participates in the Policy.

With regard to an EMPLOYEE, EMPLOYER means that EMPLOYER by whom the EMPLOYEE is or was last employed.

The term EMPLOYER includes an ACQUISITION EMPLOYER.

INSURED means a person who is insured in terms of this Policy by virtue of being an EMPLOYEE.

LABOUR RELATIONS ACT means the Labour Relations Act (Act No.66 of 1995), as amended, and the regulations made in terms of it, or any substituting statutory measures.

MARRIAGE means –

- (a) a marriage or union in accordance with the Marriage Act, 1961 the Recognition of Customary Marriages Act, 1998, or the Civil Union Act, 2006, or the tenets of a religion; or
- (b) a union where two persons are living together as if married, with the commitment of continuing to do so permanently provided that –

- they have been doing so for at least six MONTHS; and
- in the format prescribed by the EMPLOYER from time to time, they successfully applied in writing to the EMPLOYER, before the death of any one of them, for their union to be registered by the EMPLOYER; and
- one or both of them are not joined in a marriage or union as contemplated in paragraph (a) above with another person.

MONTH means any of the twelve periods in which a year is divided.

NORMAL RETIREMENT AGE means –

- such age as specified in the EMPLOYEE'S employment contract or conditions of service, with a maximum age of 65 years in the case of a DIRECTOR; and
- the age of 70 years in the case of a RETIRED DIRECTOR/PARTNER; and
- the age of 65 years in the case of a CATEGORY 3 INSURED.

NORMAL RETIREMENT DATE in regard to any INSURED means the last day of the MONTH in which he/she reaches the NORMAL RETIREMENT AGE.

PERSONAL INFORMATION means personal information as defined in POPIA and special personal information as defined in POPIA.

PERSONAL INFORMATION BREACH means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any PERSONAL INFORMATION in relation to the Policy.

POPIA means the Protection of Personal Information Act, 4 of 2013.

PRINCIPAL EMPLOYER means Ernst & Young Incorporated; Ernst & Young Advisory Services (Pty) Ltd, Ernst & Young Services (Pty) Ltd and EY Catalyst (Pty) Ltd.

RETIRED DIRECTOR/PARTNER means a person who –

- has reached his/her retirement age in terms of his/her permanent contract of employment and has retired from the service of the EMPLOYER; and
- in terms of the provisions of his/her permanent contract of employment, his/her insurance in terms of this Policy is continued; and
- has not yet reached the age of 70 years.

RISK SALARY in regard to any INSURED means the total of

- (a) the amount of the basic cash remuneration the INSURED receives from the EMPLOYER, plus
- (b) any amount determined by the EMPLOYER in terms of its human resources policy, and that is agreed to by the EMPLOYER and SANLAM,

provided that –

- unless the EMPLOYER and SANLAM agree otherwise, the annual RISK SALARY of an INSURED with a variable income is limited to the income which he/she received from the EMPLOYER during the twelve MONTHS immediately preceding the date on which the RISK SALARY is determined or, if less than twelve MONTHS, to his/her average monthly income during the number of MONTHS in which he/she received an income from the EMPLOYER multiplied by twelve; and
- the total of the INSURED'S RISK SALARY may not exceed the total cost incurred (either conditionally or not) by the EMPLOYER in respect of the INSURED'S service with the EMPLOYER.

In terms of the EMPLOYER'S human resources policy, the benefits and premiums in terms of this Policy in regard to an INSURED is based on 80% of the INSURED'S Total Cost Package, therefore

- the applicable RISK SALARY to be used must be advised to SANLAM by the EMPLOYER and accepted by SANLAM in writing for the purposes of the Policy; and
- the percentage must apply to all EMPLOYEES who are insured in terms of this Policy per defined categories; and
- SANLAM must be advised in writing if the applicable percentage has changed before the date that the change becomes applicable; and
- individual choices per INSURED will not be allowed, unless agreed otherwise between the EMPLOYER and SANLAM.

RESPONSIBLE PARTY means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing PERSONAL INFORMATION.

REVIEW DATE means 1 November each year, the date on which the premium rate and underwriting conditions will be reviewed.

REVIEW PERIOD means a period starting on the REVIEW DATE in any year and ending immediately before the next REVIEW DATE.

SANLAM means Sanlam Life Insurance Limited.

SUPERVISORY AUTHORITY means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DATA PRIVACY LAWS.

SCHEDULE 2 PARTICIPATION

2.1 **INSURED**

- 2.1(1) Every EMPLOYEE qualifies to become an INSURED in terms of this Policy, provided that -
- (a) he/she has already reached the age of 15 years; and
 - (b) he/she has not reached the NORMAL RETIREMENT AGE.

2.2 **INSURED who is a DIRECTOR**

- 2.2(1) An EMPLOYEE who entered the service of the EMPLOYER before the COMMENCEMENT DATE and has since then remained in the EMPLOYER's service without interruption, may become an INSURED on or after the date on which he/she qualifies for the insurance by applying for it. If such an EMPLOYEE applies to become an INSURED more than three MONTHS after the date of qualification, he/she may become an INSURED with the approval of SANLAM. His/her right to become an INSURED will, however, lapse if he/she does not submit proof of good health to the satisfaction of SANLAM.
- 2.2(2) An EMPLOYEE who is in the service of an ACQUISITION EMPLOYER, who on the ACQUISITION DATE has an option to become an INSURED and who –
- (a) apply in writing to become an INSURED within three MONTHS of the ACQUISITION DATE, may become an INSURED with the approval of SANLAM subject to clause 3.6(2); or
 - (b) apply in writing to become an INSURED more than three MONTHS after the date of qualification, will not qualify to become an INSURED. However, such an EMPLOYEE may become an INSURED with the approval of SANLAM provided that the EMPLOYEE submits proof of good health in terms of clause 3.6(3).
- 2.2(3) The insurance of an EMPLOYEE who is insured in accordance with the preceding sub-clauses, commences on the first day of the MONTH following the date on which SANLAM approves the insurance and subject to the terms and conditions SANLAM may lay down in terms of the specific case at that time.
- 2.2(4) Every EMPLOYEE, other than an EMPLOYEE who qualifies in terms of clauses 2.2(1) and 2.2(2), who qualifies for this insurance automatically and without any specific application is insured in terms of this Policy from the date on which he/she qualifies for the insurance
- 2.2(5) The requirements referred to in the preceding sub-clause must be laid down by the EMPLOYER as a condition of employment of its EMPLOYEES.

2.3 **INSURED who is a RETIRED DIRECTOR/PARTNER**

A RETIRED DIRECTOR/PARTNER who has reached his/her retirement age in terms of his/her permanent contract of employment remains an INSURED in terms of this Policy until he/she reaches the age of 70 years if his/her permanent contract of employment contains these provisions.

2.4 **Termination of participation of an INSURED**

An INSURED ceases to be an INSURED -

- (a) at the INSURED'S death; or
- (b) as soon as the INSURED, after he/she has ceased to be an EMPLOYEE, ceases to be entitled to a benefit in terms of the Policy; or
- (c) at the cancellation of the insurance in terms of the provisions of the Policy; or
- (d) if the EMPLOYER ceases to carry on business,

whichever event occurs first.

SCHEDULE 3 DEATH BENEFITS

3.1 Benefit

3.1(1) In this Schedule -

BENEFIT ENTITLEMENT in regard to an INSURED means the benefit that would have been provided by SANLAM in regard to him/her in terms of this Schedule but for the stipulations of this Schedule regarding proof of good health.

FREE COVER LIMIT means that part of the BENEFIT ENTITLEMENT regarding which proof of good health does not have to be submitted, as laid down from time to time by SANLAM and conveyed in writing to the EMPLOYER.

3.1(2) If an INSURED while he/she is an EMPLOYEE dies before or on the NORMAL RETIREMENT DATE the following becomes payable, unless this benefit is reduced in terms of the proof of good health requirements below:

(a) in the case of a CATEGORY 1 INSURED an amount equal to but not more than the total benefit that was applicable to him/her immediately before 1 December 2015, provided that –

- (i) such an INSURED may elect to become a CATEGORY 2 INSURED and may not revert back to a CATEGORY 1 INSURED;
- (ii) notwithstanding any provision to the contrary, the INSURED at SANLAM'S expense submits proof of good health to the satisfaction of SANLAM for the benefit change in sub-clause (i) above in terms of the proof of good health requirements and subject to clause 3.6(4).

(b) in the case of a CATEGORY 2 INSURED, an amount equal to a multiple of 4 times, 5 times, 6 times, 7 times, or 8 times his/her annual RISK SALARY as selected by the INSURED before –

- (i) 1 December 2015 in the case of an INSURED who was an INSURED on 30 November 2015 and who remained an INSURED uninterrupted after that; and
- (ii) before he/she becomes an INSURED in terms of this Policy in the case of any other INSURED,

provided that –

- the benefit in terms of sub-clause (b) above is subject to a maximum of R25 million; and
- such multiple may be decreased or increased in accordance with the options set out below.

(c) in the case of a CATEGORY 3 INSURED the cover he/she enjoyed prior to becoming a Fixed Term Contractor/Partner subject to a maximum of R3 million.

(d) in the case of a RETIRED DIRECTOR/PARTNER, an amount equal to R3 million.

3.2 Option to decrease the multiple of annual RISK SALARY

3.2(1) A CATEGORY 2 INSURED is granted the option to decrease his/her multiple of annual RISK SALARY in terms of clause 3.1(1)0 by any multiple of 1 times annual RISK SALARY-

- once a year on REVIEW DATE; and
- when an INSURED enters into a MARRIAGE; and
- when a child is born to an INSURED or an INSURED legally adopts a child, and

- when the MARRIAGE of an INSURED is legally dissolved, or dissolved according to any law or custom, as the case may be.

3.2(2) The option must be exercised in a written notification to the EMPLOYER and SANLAM must be advised thereof in writing –

- (i) before the REVIEW DATE concerned; or
- (ii) within three MONTHS of the date of the following events:
 - when an INSURED enters into a MARRIAGE; and
 - when a child is born to an INSURED or an INSURED legally adopts a child; and
 - when the MARRIAGE of an INSURED is legally dissolved; or dissolved according to any law or custom, as the case may be.

3.2(3) The total benefit may not decrease to a level below the minimum level allowed in terms of clause 3.1(2)(b) at the time.

3.3 Option to increase the multiple of annual RISK SALARY

3.3(1) When a CATEGORY 2 INSURED enters into a union as contemplated in paragraph (a) of the definition of MARRIAGE, he/she may increase his/her multiple of annual RISK SALARY in terms of clause 3.1(2)(b) by any multiple of 1 times annual RISK SALARY, provided that -

- the option must be exercised in a written notification to the EMPLOYER and SANLAM must be advised thereof in writing within three MONTHS of the date of the union;
- notwithstanding any provision to the contrary, the INSURED at SANLAM's expense submits proof of good health to the satisfaction of SANLAM for the benefit in excess of the FREE COVER LIMIT in terms of the proof of good health requirements and subject to clause 3.6(4); and
- the increase may not commence before SANLAM has been advised thereof; and
- the total benefit may not increase to a level above the maximum level allowed in terms of clause 3.1(1)0 at the time.

3.3(2) When a CATEGORY 2 INSURED enters into a union as contemplated in paragraph (b) of the definition of MARRIAGE, he/she may increase his/her multiple of annual RISK SALARY in terms of clause 3.1(2)(b) by any multiple of 1 times annual RISK SALARY, provided that -

- the option must be exercised in a written notification to the EMPLOYER and SANLAM must be advised thereof in writing within three MONTHS of the date of the union; and
- notwithstanding any provision to the contrary, the INSURED at SANLAM's expense submits proof of good health to the satisfaction of SANLAM for the increase in terms of the proof of good health requirements; and
- the total benefit may not increase to a level above the maximum level allowed in terms of clause 3.1(2)(b) at the time

3.3(3) When a child is born to a CATEGORY 2 INSURED or a CATEGORY 2 INSURED legally adopts a child, he/she may increase his/her multiple of annual RISK SALARY in terms of clause 3.1(2)(b) by any multiple of 1 times annual RISK SALARY, provided that -

- the option must be exercised in a written notification to the EMPLOYER and SANLAM must be advised thereof in writing within three MONTHS of the birth or adoption, as the case may be;
- notwithstanding any provision to the contrary, the INSURED at SANLAM's expense submits proof of good health to the satisfaction of SANLAM for the benefit in excess of

the FREE COVER LIMIT in terms of the proof of good health requirements and subject to clause 3.6(4); and

- the increase may not commence before SANLAM has been advised thereof; and
- the total benefit may not increase to a level above the maximum level allowed in terms of clause 3.1(2)(b) at the time

3.3(4) A CATEGORY 2 INSURED may also increase his/her multiple of annual RISK SALARY in terms of clause 3.1(1)0 by any multiple of 1 times annual RISK SALARY once a year on the REVIEW DATE, provided that -

- the date referred to above must be the same for all CATEGORY 2 INSURED;
- the option must be exercised in a written notification to the EMPLOYER and SANLAM must be advised thereof in writing before the date of the increase concerned;
- notwithstanding any provision to the contrary, the INSURED at SANLAM's expense submits proof of good health to the satisfaction of SANLAM for the increase in terms of the proof of good health requirements; and
- the increase may not commence before SANLAM has been advised thereof, and
- the total benefit amount may not increase to a level above the maximum level allowed in terms of clause 3.1(1)0 at the time.

3.3(5) A CATEGORY 2 INSURED may also increase his/her multiple of annual RISK SALARY in terms of clause 3.1(1)0 by any multiple of 1 times annual RISK SALARY once a year on the REVIEW DATE, provided that -

- the option must be exercised in a written notification to the EMPLOYER and SANLAM must be advised thereof in writing before the date of the increase concerned;
- notwithstanding any provision to the contrary, the INSURED at SANLAM's expense submits proof of good health to the satisfaction of SANLAM for the benefit in excess of the FREE COVER LIMIT in terms of the proof of good health requirements and subject to clause 3.6(4); and
- the increase may not commence before SANLAM has been advised thereof, and
- the total benefit amount may not increase to a level above the maximum level allowed in terms of clause 3.1(1)0 at the time.

3.4 Payment of Benefit

3.4(1) The death benefit payable in terms of this Schedule must be paid to the BENEFICIARY and will be paid into a bank account held in the Republic of South Africa in the name of the BENEFICIARY.

3.4(2) If there is no BENEFICIARY, or no nomination form in respect of the death benefit or a portion of the benefit, the benefit or part thereof must be paid to the estate of the INSURED.

3.4(3) The EMPLOYER must arrange for a valid nomination form to be completed, signed, and updated as required by every INSURED and the EMPLOYER must securely store such nomination form.

3.4(4) At the death of the INSURED the EMPLOYER must provide SANLAM with the nomination form the EMPLOYER has on record.

3.4(5) If the death benefit, or a portion thereof is payable to the estate of the INSURED, the EMPLOYER must provide SANLAM with the details of the estate late to which the benefits must be paid.

3.4(6) If a BENEFICIARY to whom the death benefit or a portion thereof is payable is a minor, the benefit will be paid to a trust or beneficiary fund designated by the INSURED for the benefit

of such a minor beneficiary, provided that the benefit may only be paid to a beneficiary fund if the INSURED was a member of a retirement fund.

3.4(7) If the INSURED has not designated a trust or beneficiary fund, the benefit in respect of such a minor beneficiary is payable to -

- (a) his/her guardian or to a person in whose care such minor beneficiary is: or
- (b) the minor beneficiary directly.

The EMPLOYER must provide SANLAM with the details of the guardian or the person in whose care such minor beneficiary is.

3.5 Notification of a claim

No benefit is paid in terms of this Schedule if SANLAM is not notified in writing of the claim for the benefit within six MONTHS after the INSURED's death.

3.6 Proof of good health

3.6(1) The insurance in this Schedule in regard to an INSURED is limited to the FREE COVER LIMIT, unless proof of good health to the satisfaction of SANLAM regarding that part of his/her BENEFIT ENTITLEMENT exceeding the FREE COVER LIMIT is submitted to SANLAM in the manner specified by SANLAM from time to time. But the insurance is not limited to the FREE COVER LIMIT in the following instances –

- (a) for the first three MONTHS after the INSURED becomes an INSURED; and
- (b) for the first three MONTHS after an increase in the INSURED's BENEFIT ENTITLEMENT if the FREE COVER LIMIT is exceeded for the first time as a result of the increase, subject to the provisions of clause 0,

provided that-

- the benefit which is provided in the three MONTHS referred to in paragraphs (a) and (b) above may not exceed amounts determined by SANLAM from time to time; and
- paragraph (a) is not applicable if the INSURED becomes an INSURED as a result of the insurance provided in terms of this Schedule replacing other insurance in terms of which the INSURED was insured; and
- if the INSURED dies within the three MONTHS referred to in paragraphs (a) and (b) above, and SANLAM is satisfied that the cause of death relates to an illness or an injury which occurred within the six MONTHS immediately prior to the beginning of the period of three MONTHS, the benefit in terms of this Schedule will be limited to the FREE COVER LIMIT; and
- subject to clause 3.8(2) the benefit in terms of this Schedule will be limited to the FREE COVER LIMIT if the death of the INSURED directly or indirectly is caused by or traceable to suicide or attempted suicide which occurs within the three MONTHS referred to in paragraphs (a) and (b) above; and
- if the INSURED submits proof of good health to the satisfaction of SANLAM within the three MONTHS referred to in paragraphs (a) or (b) above, then the insurance that is agreed by the EMPLOYER and SANLAM in writing is applicable to the INSURED from the moment it is put in writing.

The EMPLOYER must advise SANLAM in writing immediately when an INSURED's BENEFIT ENTITLEMENT exceeds the FREE COVER LIMIT.

SANLAM will only request proof of good health in respect of an INSURED upon being advised by the EMPLOYER in writing that the INSURED's BENEFIT ENTITLEMENT has exceeded the FREE COVER LIMIT.

SANLAM will not be liable for any claim in respect of any amount in excess of the FREE COVER LIMIT where the EMPLOYER did not advise SANLAM in writing that the INSURED's BENEFIT ENTITLEMENT has exceeded the FREE COVER LIMIT and in respect of whom proof of good health to the satisfaction of SANLAM was not submitted to SANLAM in the manner specified by SANLAM from time to time.

- 3.6(2) The life of an EMPLOYEE who is in the service of an ACQUISITION EMPLOYER and who has the option of becoming an INSURED, is not insured in terms of this Schedule unless, if agreed on between the ACQUISITION EMPLOYER and SANLAM, proof of good health is submitted to SANLAM, to the satisfaction of SANLAM and in the manner specified by SANLAM from time to time. Such proof is at such person's own expense.

The EMPLOYER must advise SANLAM in writing of such an EMPLOYEE who has requested to become an INSURED.

SANLAM will only request proof of good health in respect of such an EMPLOYEE upon being advised by the EMPLOYER in writing of such a person's request to become an INSURED.

SANLAM will not be liable for any claim in respect of such a person where the EMPLOYER did not advise SANLAM in writing of such a person's request to become an INSURED and in respect of whom proof of good health to the satisfaction of SANLAM was not submitted to SANLAM in the manner specified by SANLAM from time to time.

- 3.6(3) The life of anyone who has the option of becoming an INSURED but has failed to become an INSURED within three MONTHS of becoming entitled to do so, is not insured in terms of this Schedule, unless proof of good health to the satisfaction of SANLAM is submitted to SANLAM in the manner specified by SANLAM from time to time. Such proof is at such person's own expense.

The EMPLOYER must advise SANLAM in writing of any person who has requested to become an INSURED more than three MONTHS after becoming entitled to do so.

SANLAM will only request proof of good health in respect of such a person upon being advised by the EMPLOYER in writing of such a person's request to become an INSURED.

SANLAM will not be liable for any claim in respect of such a person where the EMPLOYER did not advise SANLAM in writing of such a person's request to become an INSURED and in respect of whom proof of good health to the satisfaction of SANLAM was not submitted to SANLAM in the manner specified by SANLAM from time to time.

- 3.6(4) Notwithstanding any other provision to the contrary if an INSURED is 55 years or older any increase in his/her multiple of annual RISK SALARY in terms of clause 3.2(3), is not provided unless proof of good health to the satisfaction of SANLAM was submitted to SANLAM in the manner specified by SANLAM from time to time. Such proof is at SANLAM's expense.

The EMPLOYER must advise SANLAM in writing of an INSURED who has already attained the age of 55 years and who requests to increase his/her multiple of annual RISK SALARY in terms of this Schedule.

SANLAM will only request proof of good health in respect of such an INSURED upon being advised by the EMPLOYER in writing of an INSURED who has already attained the age of 55 years and of the INSURED's request to increase his/her multiple of annual RISK SALARY in terms of this Schedule.

SANLAM will not be liable for any increase in terms of clause 3.1(1)3 in respect of such an INSURED where the EMPLOYER did not advise SANLAM in writing of an INSURED who has already attained the age of 55 years and of such an INSURED's request to increase his/her multiple of annual RISK SALARY and in respect of whom proof of good health to the satisfaction of SANLAM was not submitted to SANLAM in the manner specified by SANLAM from time to time.

- 3.6(5) An INSURED who is joined in a union as contemplated in paragraph (b) of the definition of MARRIAGE and as a result of that increases his/her multiple of annual RISK SALARY in

terms of clause 3.3(2), such increase is not provided unless proof of good health to the satisfaction of SANLAM is submitted by the INSURED to SANLAM and in the manner specified by SANLAM from time to time. Such proof is at SANLAM's expense.

The EMPLOYER must advise SANLAM in writing of such an INSURED who has requested to increase his/her multiple of annual RISK SALARY in terms of clause 3.3(2).

SANLAM will only request proof of good health in respect of such an INSURED upon being advised by the EMPLOYER in writing of the INSURED's request to increase his/her multiple of annual RISK SALARY in terms of clause 3.3(2).

SANLAM will not be liable for any multiple of annual RISK SALARY in terms of clause 3.1(2)(b) in respect of such an INSURED where the EMPLOYER did not advise SANLAM in writing of such an INSURED's request to increase his/her multiple of annual RISK SALARY and in respect of whom proof of good health to the satisfaction of SANLAM was not submitted to SANLAM in the manner specified by SANLAM from time to time.

3.6(6) Once proof of good health to the satisfaction of SANLAM for that part of an INSURED's insurance exceeding the FREE COVER LIMIT has been submitted to SANLAM in the manner specified by SANLAM from time to time, subsequent increases in the INSURED's BENEFIT ENTITLEMENT will, in the following circumstances, apply only if further proof of good health to SANLAM's satisfaction has been provided:

- (a) if certain periods determined by SANLAM from time to time have expired; or
- (b) if the INSURED reaches a certain age determined by SANLAM from time to time; or
- (c) if the death benefit exceeds amounts determined by SANLAM from time to time.

3.6(7) In deciding on medical grounds that the proof of good health that has been submitted in a particular case in terms of the preceding sub-clauses is to its satisfaction, SANLAM may -

- (a) levy an additional premium (over and above its premium rate for standard lives) for the insurance of that part of the benefits for which the proof has been submitted, and of future increases in the benefits; or
- (b) determine that the benefits referred to in paragraph (a) are not applicable in the case of causes of death as laid down by SANLAM,

provided that the part of the benefits referred to (including the increases) is only applicable if and after the EMPLOYER and SANLAM have agreed to it in writing and then also not in the case of causes of death as laid down by SANLAM.

3.6(8) If SANLAM reduces the FREE COVER LIMIT at any specific time, the insurance that applied to an existing INSURED before such reduction is not reduced as a result of that, provided that the benefit remains applicable to the INSURED uninterruptedly.

3.6(9) If the insurance in this Schedule has ceased to apply to an INSURED temporarily, proof of good health that was submitted in respect of the INSURED before such cessation is, for the purposes of the preceding sub-clauses, deemed null and void.

3.7 General exclusions

3.7(1) Notwithstanding any other provision to the contrary in the Policy, no benefit is paid in terms of this Schedule if the INSURED's death -

- (a) is a direct or indirect consequence of active participation in
 - (i) war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, military or usurped power, insurrection, civil commotion assuming the proportions of or amounting to an uprising; or
 - (ii) an act of terrorism; or

- (iii) a riot; or
 - (iv) a strike (irrespective of whether the strike is lawful or unlawful), during which the INSURED's conduct gives rise to lives being endangered, public or private property damaged, or an attempt or attempts are made to damage such property; or
 - (v) any other unlawful act or conduct of whatever nature during which lives are endangered, public or private property damaged, or an attempt or attempts are made to damage such property.
- (b) is a direct or indirect consequence of –
- (i) any radioactive contamination, including accidental radioactive contamination; or
 - (ii) the use of nuclear, biological or chemical weapons; or
 - (iii) attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents,
- irrespective whether any of the aforesaid has been performed with the specific use of information technology.

3.8 Commencement of SANLAM'S liability

- 3.8(1) The benefit described in this Schedule, or any increase in it by virtue of an amendment to the Policy, is not provided regarding an INSURED if -
- (a) the INSURED, on the latest date on which the insurance described in this Schedule or the insurance of the increase, as the case may be, has commenced with SANLAM regarding the INSURED, in the opinion of SANLAM, is incapable of performing his/her normal duties with the EMPLOYER as a result of a bodily injury or sickness and dies before he/she, in the opinion of SANLAM, is capable of resuming his/her normal duties; or
 - (b) the INSURED had the option of becoming an INSURED and died before SANLAM has received full particulars regarding him/her.
- 3.8(2) If an INSURED's death directly or indirectly is caused by or traceable to suicide or attempted suicide which occurs within two years of the date on which he/she becomes an INSURED or of the date on which he/she increases the multiple of the death benefit, the benefit in excess of four times his/her annual RISK SALARY will not be provided.
- 3.8(3) Subject to clause 3.7, the benefits in terms of this Schedule regarding which proof of good health to the satisfaction of SANLAM has been submitted to SANLAM in the manner specified by SANLAM from time to time, are only provided if the INSURED dies on or after the date on which SANLAM received the last information taken into account in considering the proof of good health.

3.9 Accelerated payment of death benefits at disability

The death benefit in terms of this Schedule in regard to an INSURED is reduced by all amounts that SANLAM has provided or must provide to someone owing to the INSURED'S disability in terms of disability benefits comprising accelerated payment of death benefits and which are based on the death benefit insurance in terms of this Schedule or any death benefit insurance which was replaced by the first-mentioned.

The stipulations in this Schedule in regard to proof of good health apply to the death benefit insurance before the deduction of the disability benefit described above.

SCHEDULE 4 UNIVERSAL EDUCATION PROTECTOR BENEFIT

4.1 Application of Schedule

- 4.1(1) This Schedule applies only if an INSURED at the time that the insurance in terms of this Policy becomes applicable to him/her, qualifies for death cover in terms of this Policy or in terms of any other policy effected by the EMPLOYER with SANLAM for the benefit of its EMPLOYEES.
- 4.1(2) This benefit does not apply to a RETIRED DIRECTOR/PARTNER or a CATEGORY 3 INSURED.

4.2 Definitions

In this Schedule -

BOOK ALLOWANCE means the fees that are actually incurred for books prescribed by an EDUCATIONAL INSTITUTION in respect of an ELIGIBLE CHILD, subject to a maximum of 10% of the TUITION FEES paid or to be paid in respect of that ELIGIBLE CHILD in terms of this Schedule directly to the surviving parent or legal guardian nominated by the INSURED.

EDUCATIONAL INSTITUTION means

- (a) a South African public or private school registered in terms of applicable legislation;
- (b) an online home-school registered with the South African Comprehensive Assessment Institute (SACAI) and which provides the CAPS (public school) or IEB (private school) curriculums, or an international (GED – Grade 12 certificate) equivalent; and
- (c) a South African university or university of technology (Technikon) or any institution of higher learning in respect of any National Qualification Framework (NQF) recognised tertiary level certificate or diploma, as well as a foreign university on the list of foreign universities approved by SANLAM. The list of foreign universities may be altered by SANLAM from time to time.

ELIGIBLE CHILD, in relation to an INSURED, means a child of the INSURED who is unmarried and who is -

- (a) a biological child of the INSURED, including a biological child born after the date of the INSURED's death; or
- (b) a legally adopted child of the INSURED, provided that the date of adoption or the date of application for adoption is before the date of death of the INSURED; or
- (c) a stepchild of the INSURED, validated by a legal marriage or union in accordance with the Marriage Act, 1961, the Recognition of Customary Marriages Act, 1998, or the Civil Union Act, 2006, or the tenets of religion, of the INSURED,

provided that, an ELIGIBLE CHILD who is 18 years or older, apart from an ELIGIBLE CHILD who takes one year off in terms of clause 4.3(18), must at the INSURED's death already have made an application and be accepted as a student at the relevant EDUCATIONAL INSTITUTION.

MINIMUM ALLOWANCE means an amount which may be used for any school-related expenses, subject to a maximum amount of R1,260 per annum, or such other maximum amount determined by SANLAM from time to time, to be paid in respect of an ELIGIBLE CHILD in terms of this Schedule directly to the surviving parent or legal guardian nominated by the INSURED.

PRE-SCHOOL means the education year immediately preceding Grade 1 and which is also commonly referred to as Grade 0 or Grade R.

TUITION FEES means the tuition fees that actually become payable to an EDUCATIONAL INSTITUTION in respect of an ELIGIBLE CHILD subject to any limitations provided for in this Schedule and subject to the maximum amounts set out in clause 4.3(3) here below.

UNIVERSITY RESIDENCE ALLOWANCE means the fees for an official university residence, including residence fees for a university of technology (Technikon), but excluding boarding fees for other boarding houses, schools, colleges or private accommodation, that actually become payable in respect of an ELIGIBLE CHILD, subject to a maximum of 30% of the TUITION FEES paid or to be paid in respect of that ELIGIBLE CHILD in terms of this Schedule.

4.3 Benefit

- 4.3(1) If an INSURED, while he/she is an EMPLOYEE, dies before or on the earliest of his/her NORMAL RETIREMENT DATE or the date he/she turns 65 and a death claim in terms of this Policy in respect of the INSURED has been admitted by SANLAM, or would have been admitted had the INSURED at the time of his/her death still enjoyed death cover in terms of such policy, then subject to any limitations provided for in this Schedule and the maximum amounts set out in clause 4.3(3) below, SANLAM becomes liable for payment of the following expenses, if and when such expenses actually are incurred following the death of the INSURED and in respect of each ELIGIBLE CHILD who has been recorded as such by SANLAM during the death claim process:
- (a) TUITION FEES;
 - (b) BOOK ALLOWANCE;
 - (c) UNIVERSITY RESIDENCE ALLOWANCE.
- 4.3(2) In addition to the expenses referred to in clause 4.3(1) above, a MINIMUM ALLOWANCE subject to the provisions of clause 4.3(6) and clause 4.3(7) is paid. The MINIMUM ALLOWANCE if not claimed for a specific academic year is forfeited and cannot be carried over for future years of education.
- 4.3(3) Subject to the provisions of this Schedule, the above-mentioned benefit may be claimed for the maximum number of years of education stated in the table below. Where the ELIGIBLE CHILD has already commenced education at the time TUITION FEES becomes payable, the maximum number of years payable for the allowance is reduced by the completed number of years of education. The benefit for TUITION FEES, is limited to the maximum amounts stated below, or to such other maximum amounts SANLAM may determine from time to time.

EDUCATIONAL INSTITUTION	Maximum TUITION FEES per annum	Benefit Period
PRE-SCHOOL (Grade 0/ Grade R)	R53,000	1 year
Primary school (Grade 1 – Grade 7)	R102,000	7 years
Secondary school (Grade 8 – Grade 12)	R118,000	5 years
Tertiary education	South African EDUCATIONAL INSTITUTION: R78,000 Foreign EDUCATIONAL INSTITUTION: The Rand equivalent of \$71,000	Duration of a first undergraduate degree or NQF recognised tertiary level first certificate or first diploma granted by an EDUCATIONAL INSTITUTION

Transfer from a non-fee-paying school or fee exempt school to fee-paying school	R12,900	
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- 4.3(4) If both parents of an ELIGIBLE CHILD are members of a group scheme(s) insured by SANLAM, and both die simultaneously or if one dies before the other, the total benefit available under the relevant scheme(s) in respect of the ELIGIBLE CHILD is limited to the maximum benefit that may be provided in respect of that ELIGIBLE CHILD in terms of clause 4.3(1) above.
- 4.3(5) When an ELIGIBLE CHILD graduates from a primary school to a secondary school the TUITION FEES payable by SANLAM for all the years of attending a secondary school will be limited to a 50% increase of the last year of primary school's TUITION FEES which were paid, or which would have been payable had SANLAM been liable for a benefit subject to the maximum for secondary school's TUITION FEES set out in clause 4.3(3) above.
- 4.3(6) There are no limitations with regards to the type of expenses for which the MINIMUM ALLOWANCE may be utilised. The MINIMUM ALLOWANCE payable by SANLAM will be the maximum amount of the MINIMUM ALLOWANCE provided that -
- the MINIMUM ALLOWANCE will be reduced by any amount already paid by SANLAM in respect of the BOOK ALLOWANCE, or
 - if the BOOK ALLOWANCE is only claimed after the MINIMUM ALLOWANCE has already been paid, the BOOK ALLOWANCE is reduced by the MINIMUM ALLOWANCE that was previously paid.
- 4.3(7) The MINIMUM ALLOWANCE will be payable for each academic year of the ELIGIBLE CHILD's school education, if:
- the ELIGIBLE CHILD attends a recognised EDUCATIONAL INSTITUTION for PRE-SCHOOL, primary or secondary school;
 - the ELIGIBLE CHILD has not claimed a BOOK ALLOWANCE for the applicable academic year that exceeds the maximum amount of the MINIMUM ALLOWANCE.
 - On the death of the INSURED, SANLAM will pay the MINIMUM ALLOWANCE in respect of the academic year in which the INSURED died.
- 4.3(8) TUITION FEES levied by a private school, will be paid to the relevant private school provided that SANLAM is satisfied that, at the INSURED's death -
- the ELIGIBLE CHILD was attending a private school that is an EDUCATIONAL INSTITUTION. In this case any additional ELIGIBLE CHILD not yet of school going age at the INSURED'S date of death will also qualify for the private school TUITION FEES provided that he/she attends a private school upon reaching school going age ; or
 - the ELIGIBLE CHILD who was then not yet of school-going age, was registered and accepted as a student at a private school that is an EDUCATIONAL INSTITUTION, provided he/she attends the private school upon reaching school going age.
- 4.3(9) Where an ELIGIBLE CHILD at the INSURED's death lived in a rural area the TUITION FEES levied by a rural public school that is an EDUCATIONAL INSTITUTION will be paid if the ELIGIBLE CHILD is attending such a rural school at the date of the INSURED'S death or when the ELIGIBLE CHILD attains school-going age.
- However, the TUITION FEES of an urban public school will be paid provided SANLAM is satisfied that, at the INSURED's death -
- the ELIGIBLE CHILD was already attending an urban public school that is an EDUCATIONAL INSTITUTION. In this case any additional ELIGIBLE CHILD not yet of school going age as at the INSURED'S date of death will also qualify for the urban

public school TUITION FEES provided, he/she attends an urban public school upon reaching school going age; or

- (b) an ELIGIBLE CHILD who was then not yet of school-going age, was registered and accepted as a student at an urban public school that is an EDUCATIONAL INSTITUTION provided, he/she attends the urban public school upon reaching school going age.

SANLAM may request any information which SANLAM in its sole discretion deems relevant to satisfy itself of any of the aforementioned.

- 4.3(10) Benefits for an ELIGIBLE CHILD who is a special needs child will not be limited to the standard years of education for PRE-SCHOOL, primary school or secondary school set out in clause 4.3(3) above. The provisions in terms of clause 4.3(3) above will still apply which may result in the benefit payments ending before the ELIGIBLE CHILD completing his/her school education.

In this clause "Special Needs Child" means a child attending an EDUCATIONAL INSTITUTION providing education for children who are mentally or physically disabled.

- 4.3(11) If an ELIGIBLE CHILD, after the INSURED'S death, transfers from one EDUCATIONAL INSTITUTION to another EDUCATIONAL INSTITUTION, including the situation where the change in EDUCATIONAL INSTITUTION is occasioned by the ELIGIBLE CHILD emigrating from South Africa, the TUITION FEES payable will be limited to the TUITION FEES that would have been payable in terms of this Schedule had the ELIGIBLE CHILD remained at the previous EDUCATIONAL INSTITUTION.

- 4.3(12) Where an ELIGIBLE CHILD emigrates from South Africa after the INSURED'S death and after completing his/her secondary schooling so that the ELIGIBLE CHILD commences his/her tertiary education overseas, the TUITION FEES that will be payable to the foreign university is set out in clause 4.3(3) above.

- 4.3(13) Notwithstanding clause 4.3(11) above, where an ELIGIBLE CHILD transfers from a no-fee paying or fee exempt school to a fee-paying public school, the TUITION FEES payable will be subject to the maximum amount set out in clause 4.3(3) above. The TUITION FEES of the fee-paying public school will only be paid provided SANLAM is satisfied that the transfer took place -

- (a) in the twelve months following the death of the INSURED; or
 (b) when progressing from PRE-SCHOOL to primary school; or
 (c) when progressing from primary school to secondary school.

- 4.3(14) An ELIGIBLE CHILD will be permitted to change his/her course of tertiary study for a first undergraduate degree or NQF recognised tertiary level first certificate or first diploma, provided that -

- (a) The TUITION FEES paid will be limited to the fees that would have been payable for the remaining duration of the original degree, diploma or certificate; and
 (b) the years of education will be limited to the remaining duration of the original degree, diploma or certificate.

- 4.3(15) If an ELIGIBLE CHILD repeats any particular grade of school education, TUITION FEES, BOOK ALLOWANCE and MINIMUM ALLOWANCE remain payable for him/her to repeat that grade subject to the maximum number of years of education set out in clause 4.3(3) above. In the event that the maximum number years of education is reached, no further benefits will be paid by SANLAM until the ELIGIBLE CHILD progresses to the next level of education.

- 4.3(16) If an ELIGIBLE CHILD fails to pass any year of tertiary education, no benefit is payable for him/her to repeat that year of tertiary education. Benefits will become payable again only if and when he/she progresses to the successive year of education. An ELIGIBLE CHILD will be deemed to have failed a year of tertiary education, if the ELIGIBLE CHILD fails more than

two-thirds of the subjects taken, or if the child failed the academic year according to the policies of the tertiary EDUCATIONAL INSTITUTION.

- 4.3(17) Benefits in respect of an ELIGIBLE CHILD are not available in terms of this Schedule as long as he/she for any reason during his/her school education temporarily does not attend an EDUCATIONAL INSTITUTION. Benefits may however become available again if SANLAM is satisfied that during such temporary period, he/she continued with his/her school education at a learning institution.
- 4.3(18) Years of education must run consecutively however an ELIGIBLE CHILD may take off one year between the completion of secondary school and the start of tertiary education. No benefits will be available in terms of this Schedule for that year.
- 4.3(19) Benefits may be claimed in respect of a year of education. In the case of tertiary education, the benefits for any year may be split into more than one payment, for example a payment per semester where one or more subjects run per semester.
- 4.3(20) SANLAM will only be in a position to properly evaluate a claim for benefits once SANLAM has been provided with all the relevant information and documentary proof which SANLAM in its sole discretion may request from time to time. Documentary proof will include proof of enrolment and acceptance by the EDUCATIONAL INSTITUTION at the start of the academic year, proof of the fees levied by the EDUCATIONAL INSTITUTION, proof of the books prescribed by the EDUCATIONAL INSTITUTION and quotations for the prices thereof, proof of the UNIVERSITY RESIDENCE ALLOWANCE and, if applicable, the previous year's education results.
- 4.3(21) If the EMPLOYER/parent/guardian has already made payment of fees levied by an EDUCATIONAL INSTITUTION, benefits will be paid only in respect of any outstanding TUITION FEES that has become payable after the date of death of the INSURED, subject to the provisions of this Schedule.
- 4.3(22) SANLAM will make payment of the benefits directly to the EDUCATIONAL INSTITUTION concerned. No payments will be made directly to the EMPLOYER /parent /guardian. However, if any legislation prevents the payment of the benefit from being made directly to the EDUCATIONAL INSTITUTION, the benefits concerned may be paid to ELIGIBLE CHILD or to their surviving parent or legal guardian at SANLAM'S sole discretion.

4.4 Notification of a claim

Benefits may be claimed in terms of this Schedule only if within six MONTHS after the death of the INSURED, SANLAM is notified in writing of the claim for the benefits.

4.5 Cessation of benefits

Benefits in terms of this Schedule in respect of an ELIGIBLE CHILD will automatically cease on the earlier of -

- (a) his/her successful completion of the course for a first undergraduate degree or a NQF recognised tertiary level first certificate, or first diploma granted by an EDUCATIONAL INSTITUTION, subject to the provisions of clause 4.3(16);
- (b) the end of the year in which he/she turns 23;
- (c) his/her death;
- (d) his/her education being interrupted except in the case referred to in clause 4.3(18).

4.6 General exclusions

- 4.6(1) Notwithstanding any provision to the contrary in the Policy, no benefit is paid in terms of this Schedule if the INSURED's death -
- (a) is a direct or indirect consequence of active participation in

- (i) war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, military or usurped power, insurrection, civil commotion assuming the proportions of or amounting to an uprising; or
 - (ii) an act of terrorism; or
 - (iii) a riot; or
 - (iv) a strike (irrespective of whether the strike is lawful or unlawful), during which the INSURED's conduct gives rise to lives being endangered, public or private property damaged, or an attempt or attempts are made to damage such property; or
 - (v) any other unlawful act or conduct of whatever nature during which lives are endangered, public or private property damaged, or an attempt or attempts are made to damage such property.
- (b) is a direct or indirect consequence of –
- (i) any radioactive contamination, including accidental radioactive contamination; or
 - (ii) the use of nuclear, biological or chemical weapons; or
 - (iii) attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents,
- irrespective whether any of the aforesaid has been performed with the specific use of information technology.

4.6(2) The benefit described in this Schedule is also not payable in respect of an INSURED if the INSURED dies within twelve MONTHS after the latest date on which the insurance of the benefit has commenced with SANLAM in respect of the INSURED and the death directly or indirectly arises from or is traceable to

- a bodily injury which occurred; or
- a condition of which the INSURED was conscious or experienced symptoms or for which medical treatment was received,

during the six MONTHS immediately before that date.

4.7 Commencement of SANLAM'S liability

The benefit described in this Schedule, or any increase in it by virtue of an amendment to the Policy, is not provided regarding an INSURED if –

- (a) the INSURED, on the latest date on which the insurance described in this Schedule or the insurance of the increase, as the case may be, has commenced with SANLAM regarding the INSURED, in the opinion of SANLAM, is incapable of performing his/her normal duties with the EMPLOYER as a result of a bodily injury or sickness and dies before he/she, in the opinion of SANLAM, is capable of resuming his/her normal duties; or
- (b) the INSURED had the option of becoming an INSURED and died before SANLAM has received full particulars regarding him/her.

SCHEDULE 5 ACCIDENT BOOSTER

5.1 Definitions

For the purposes of the following clauses -

AS A RESULT OF AN ACCIDENT means with regard to the Accident Booster in terms of this Schedule, that -

- (a) an unexpected bodily injury caused by physical contact with violent accidental tangible external means is the direct, effective, exclusive and proximate cause of the death concerned; and
- (b) the accident must have taken place at a specific place and point in time and must have been unexpected and not contributed to by an illness or disease; and
- (c) the death is not attributable to the INSURED having negligently or wilfully exposed himself/herself to danger, except in the interests of the law or to protect his/her or another's life or property; and
- (d) the injury referred to occurs after the latest date on which the INSURED becomes entitled to the benefits in terms of this Schedule and while he/she is an EMPLOYEE; and
- (e) the death occurs within 6 MONTHS of the injury referred to in (a).

BENEFIT ENTITLEMENT in regard to an INSURED means the benefit that would have been provided by SANLAM in regard to him/her subject to the stipulations regarding proof of good health, in terms of Schedule 3.

FREE COVER LIMIT means that part of the BENEFIT ENTITLEMENT regarding which proof of good health does not have to be submitted, as laid down from time to time by SANLAM and conveyed in writing to the EMPLOYER.

5.2 Benefit before or on the NORMAL RETIREMENT DATE

If an INSURED while he/she is an EMPLOYEE, dies after the latest date on which the insurance described in this Schedule becomes applicable to him/her but before or on the NORMAL RETIREMENT DATE and the benefit that becomes payable in terms of Schedule 3 when the claim for the benefit is successful, is restricted to the FREE COVER LIMIT, that part of the core amount in terms of clause 3.1(1) exceeding the FREE COVER LIMIT will also become payable should the event that gave rise to the claim was AS A RESULT OF AN ACCIDENT, subject to the following –

- the reappointment provisions stipulated in SCHEDULE 6.
- premiums must have been paid on the full core amount in terms of clause 3.1(1) applicable to the INSURED.
- the benefit that becomes payable in terms of this Schedule will be paid in accordance with the payment stipulations as contained in SCHEDULE 3.
- the death of the INSURED must have occurred before the NORMAL RETIREMENT DATE.
- the BENEFIT ENTITLEMENT provided may not exceed such amounts as determined by SANLAM from time to time.

5.3 Additional exclusions in regard to the Accident Booster benefit

No Accident Booster Benefit is paid if the realization of the relevant risk insured against in terms of this Policy, directly or indirectly arises from or is traceable to –

- (a) a deliberate unlawful act committed by the INSURED that includes but is not limited to committing or attempting to commit the crime of murder, assault, housebreaking, theft, robbery, kidnapping or the INSURED committing a crime involving a sexual act or a crime of a similar nature to any of the aforesaid crimes;
- (b) suicide or attempted suicide under any circumstances;
- (c) intentional self-inflicted injury, self-inflicted injury while the INSURED is mentally disordered or deliberate failure to obtain the best medical assistance reasonably available;
- (d) taking of medicaments by the INSURED, except in accordance with medical prescription;
- (e) the driving of a mechanically driven vehicle by the INSURED while the alcohol content of his/her blood is more than the legal limit;
- (f) cliff diving;
- (g) free diving at depths greater than 25 meters;
- (h) scuba diving at depths greater than 40 meters;
- (i) unaccompanied scuba diving;
- (j) cave diving, commercial diving or the exploration of underwater wrecks for financial gain;
- (k) expedition style mountaineering;
- (l) solo climbing mountaineering;
- (m) expedition caving;
- (n) hazardous aviation activities with a fixed-wing aeroplane, including student pilots and acrobatic flights;
- (o) microlight, helicopter or gyrocopter flying;
- (p) recurrent hang-gliding, paragliding, sky-diving, parachuting or sky-surfing;
- (q) buildings, antennas, spans, earth (BASE) jumping;
- (r) motorized racing, speed contests or acrobatic flights;
- (s) drag powerboat racing, competitive jet-skiing or competitive water skiing;
- (t) professional boxing, professional kick-boxing, professional wrestling, martial arts or combat sports.

SCHEDULE 6 OPTION TO EFFECT INDIVIDUAL INSURANCE ON OWN LIFE

6.1 Definitions

In this Schedule -

DATE OF WITHDRAWAL means the date on which the INSURED ceases to be an INSURED, or the INSURED'S NORMAL RETIREMENT DATE if he/she continues his/her service with the EMPLOYER after the NORMAL RETIREMENT DATE and no death benefit is applicable to him/her in terms of SCHEDULE 3 after the NORMAL RETIREMENT DATE.

6.2 Option to effect individual life insurance

An INSURED who ceases to be an INSURED and an INSURED who continues his/her service with the EMPLOYER after the NORMAL RETIREMENT DATE and in respect of whom no death benefit is applicable in terms of SCHEDULE 3 after the NORMAL RETIREMENT DATE, may without proof of good health of the INSURED, effect individual life insurance on the INSURED'S life with SANLAM to commence not later than 60 days after the DATE OF WITHDRAWAL.

This option may however only be exercised if -

- (a) in the case of an EMPLOYEE who is employed in terms of a fixed term contract, such INSURED has completed a period of twelve MONTHS service or more with the EMPLOYER. This period of twelve MONTHS is determined from the date on which the EMPLOYEE becomes an INSURED up to the date on which the INSURED ceases to be an INSURED and includes previous uninterrupted periods of employment on the permanent staff of the EMPLOYER; and
- (b) the death benefit in terms of SCHEDULE 3 is applicable to the INSURED immediately before the DATE OF WITHDRAWAL; and
- (c) the proposal for the insurance is submitted to a SANLAM office within 60 days of the DATE OF WITHDRAWAL; and
- (d) the INSURED is younger than 66 years.

6.3 Maximum sum insured

- 6.3(1) The death sum insured of the individual insurance may not exceed the death benefit, excluding the Universal Education Protector Benefit and the Accident Booster in terms of SCHEDULE 5, applicable to the INSURED in terms of SCHEDULE 3 immediately before the DATE OF WITHDRAWAL. Any increase in the death benefit by virtue of an amendment to the Policy which became effective in the six MONTHS immediately preceding the DATE OF WITHDRAWAL is, however, not taken into account to determine the said maximum death sum insured.
- 6.3(2) If an INSURED in respect of whom individual insurance has been effected in terms of the option in this Schedule, again becomes an EMPLOYEE, the maximum sum insured that may be obtained in terms of this option will be reduced by the sum insured in terms of the previous option on its inception date and by the sums insured in terms of other options similar to the option in this Schedule effected with SANLAM.
- 6.3(3) Notwithstanding the preceding provisions, the maximum sum insured that may be obtained in terms of this option may not exceed the maximum benefit normally applicable to similar insurance with SANLAM.

6.4 Premium rates and other provisions of individual insurance

From the inception date of the individual life insurance, the premium rates, occupational risk (if any) and other provisions that were applicable in respect of the INSURED in terms of this Policy, will no longer be applicable on the insurance. The individual insurance effected by

the INSURED, will be subject to the provisions which are normally applicable to individual insurance with SANLAM. However if, on medical grounds, any special premium rates and other provisions were applicable to the insurance provided in respect of the INSURED in terms of the Policy, adjustments may, to the same extent, be made to the rates and provisions applicable to the individual insurance.

6.5 Death within the option period

- 6.5(1) If an INSURED who qualifies for this option, dies within 60 days of the DATE OF WITHDRAWAL, an amount equal to the maximum death sum insured that could be obtained without proof of good health in terms of this option, is paid. Such amount will not be payable if the INSURED effects any individual insurance in terms of this option which takes effect before the date of death.
- 6.5(2) The provisions of SCHEDULE 3, as the case may be, are applicable mutatis mutandis in respect of the payment of a benefit in terms of this clause.

6.6 Reappointment

If an INSURED in respect of whom individual insurance has been effected in terms of the option in this Schedule, again becomes an INSURED within 6 MONTHS of the inception date of the individual insurance, the death benefit provided in terms of SCHEDULE 3 on his/her life is reduced by the sum insured under the individual insurance on its inception date. But this reduction does not apply if the INSURED submits proof of good health to the satisfaction of SANLAM after becoming an INSURED again.

6.7 Lapse of option

This option is not available in respect of an INSURED when he/she ceases to be an INSURED as a result of -

- an amendment to the Policy;
- termination of the EMPLOYER'S participation in the Policy;
- termination of the EMPLOYER'S business;
- him/her being retrenched in circumstances where the EMPLOYER, as part of a retrenchment exercise, retrenches more than the greater of 3 EMPLOYEES and 2% of the total number of EMPLOYEES; or
- the business of the EMPLOYER being transferred to or amalgamated with any other business, company or organisation.

SCHEDULE 7 ABSENCE FROM SERVICE

7.1 Absence with the EMPLOYER'S consent

If an INSURED is absent from the service of the EMPLOYER with the EMPLOYER'S consent, he/she remains an INSURED as if he/she remains an EMPLOYEE, subject to the following:

- (a) During the period of absence, the INSURED'S RISK SALARY is deemed to be equal to the RISK SALARY he/she received immediately before the commencement of absence.
- (b) The INSURED does not remain an INSURED for longer than two years. Periods of absence that are interrupted by periods of less than three MONTHS, are added together to determine whether the period of two years has elapsed or not.

An INSURED will be deemed to be absent with the EMPLOYER'S consent while he/she is engaged in a strike that is protected in terms of the LABOUR RELATIONS ACT subject to the provisions of clause 3.7 or 4.6.

7.2 Absence without the EMPLOYER'S consent

An INSURED ceases to be an INSURED and the INSURED'S service with the EMPLOYER is regarded as terminated if and as soon as he/she is absent from the EMPLOYER'S service without the EMPLOYER'S consent.

7.3 INSURED in receipt of an income continuation benefit

7.3(1) An INSURED in receipt of income in accordance with income continuation insurance (not comprising the accelerated payment of a death benefit) effected by the EMPLOYER for the benefit of its EMPLOYEES, is deemed to be an EMPLOYEE who is not absent from service and who remains insured for the benefits listed under sub-clause (2) below until the earlier of -

- (a) his/her NORMAL RETIREMENT DATE; and
- (b) the date on which payment of the income continuation benefit ceases; and
- (c) the date he/she turns 65; and
- (d) the date on which the INSURED's service with the EMPLOYER is terminated; and
- (e) with regard to any benefit insured in terms of this Policy, the date on which the insurance of that benefit is cancelled or lapses for the group of which the INSURED was a member immediately before becoming disabled to the extent required for the income continuation benefit to become payable

7.3(2) The benefits that an INSURED remains insured for are -

- the death benefits in terms of SCHEDULE 3; and
- the universal education protector benefits in terms of SCHEDULE 4.

7.3(3) While the INSURED receives such an income the following apply to the benefits that are continued:

- (a) The benefits, excluding the Universal Education Protector benefits, applicable to him/her in terms of the Policy are those that applied immediately before he/she became disabled to the extent required for the income continuation benefit to become payable.
- (b) The benefits, excluding the Universal Education Protector benefit, applicable to him/her in terms of the Policy are calculated on the basis of the Policy provisions that applied at the commencement of his/her disability.

- (c) The Universal Education Protector benefit that remains applicable to him/her is the benefit that is applicable in terms of the Policy and is calculated on the basis of the Policy provisions that apply at the date that SANLAM becomes liable for payment of such a benefit.
- (d) The INSURED'S RISK SALARY is deemed to be equal to the RISK SALARY he/she received immediately before the commencement of the disability.
- (e) The benefits stipulated below are determined as if the INSURED's RISK SALARY increases every year on a date determined by SANLAM, at a rate of the lesser of -
 - (i) 10% per annum, compounded annually; and
 - (ii) the increase in the CONSUMER PRICE INDEX for the period starting at the commencement of disability and ending at the increase date; and
 - (iii) the rate at which the income continuation benefit is increased.

7.3(4) Premiums for the benefits that remain applicable to an INSURED remain payable to SANLAM in terms of the Policy.

7.3(5) In the preceding sub-clauses the commencement of an INSURED'S disability is taken to be the start of any waiting period that is to elapse before the income continuation benefit becomes payable.

SCHEDULE 8 PREMIUMS

8.1 Premium rates

- 8.1(1) For purposes of the calculation of premiums under the Policy, SANLAM determines premium rates which are applicable from the REVIEW DATE. SANLAM may revise the premium rates and conditions at each subsequent REVIEW PERIOD by giving at least 31 days written notification to the PRINCIPAL EMPLOYER taking into account the risk profile of the INSUREDS.
- 8.1(2) Notwithstanding the above, SANLAM may revise the premium rates and conditions at any time during any REVIEW PERIOD if there is a material change in the risk profile of the INSUREDS, which affects the risk under this Policy, subject to at least 31 days written notification to the PRINCIPAL EMPLOYER.
- 8.1(3) If the PRINCIPAL EMPLOYER does not inform SANLAM in writing before the expiry of the 31 days that the PRINCIPAL EMPLOYER does not accept the revised premium rate it will take effect retrospectively as from the date on which the change referred to in clause 8.1(2) occurred.
- 8.1(4) If the PRINCIPAL EMPLOYER rejects the amendment, SANLAM may by notice to the PRINCIPAL EMPLOYER terminate the Policy as from the expiry of the notice period referred to in clause 8.1(3).

8.2 Monthly premiums

- 8.2(1) In consideration for SANLAM's obligation in terms of the Policy, the EMPLOYER is liable for a monthly premium to SANLAM. The premiums are laid down by SANLAM from time to time and are paid by the EMPLOYER on behalf of the INSURED.
- 8.2(2) The EMPLOYER guarantees to pay the premiums for each MONTH in respect of all the INSURED to SANLAM in one amount and are due fifteen days after the last day of the relevant MONTH.
- 8.2(3) If a benefit or an increase in a benefit becomes applicable to an INSURED before the fifteenth day of a MONTH, a premium is paid for the MONTH concerned as if the benefit or the increase, as the case may be, was applicable to the INSURED for the whole MONTH.
- 8.2(4) If a benefit or an increase in a benefit becomes applicable to an INSURED on or after the fifteenth day of a MONTH, then, for the determination of the premium payable for that MONTH, the benefit or increase, as the case may be, is regarded as not being applicable to the INSURED during that whole MONTH.
- 8.2(5) If a benefit is no longer applicable to an INSURED with effect from the fifteenth or a later day of a MONTH or if the benefit applicable to an INSURED decreases with effect from the said point in a MONTH, a premium is paid for the MONTH concerned as if the benefit or the benefit before its decrease, as the case may be, was applicable to the INSURED during that whole MONTH.
- 8.2(6) If a benefit is no longer applicable to an INSURED with effect from the fourteenth or an earlier day of a MONTH or if the benefit applicable to an INSURED decreases with effect from the said point in a MONTH, then, for the determination of the premiums payable for that MONTH, the benefit or the part by which the benefit decreases, as the case may be, is regarded as not being applicable to the INSURED during that whole MONTH.
- 8.2(7) The EMPLOYER and SANLAM may agree on a manner of determination and payment of premiums that differs from that set out in the preceding sub-clauses.
- 8.2(8) If any premium in regard to an INSURED is not paid within fifteen days after the premium was due and in full in terms of the Policy, SANLAM's liability to make any payment or to provide any benefit regarding that INSURED lapses. SANLAM may reinstate its liability regarding the INSURED prior to such lapse on the conditions which it may lay down. If SANLAM and the PRINCIPAL EMPLOYER cannot reach an agreement for the

reinstatement, SANLAM will have the right to terminate the Policy as from the expiry of a period of fifteen days after which no or insufficient premiums were received by notice to the PRINCIPAL EMPLOYER.

8.3 Days of grace

Fifteen days of grace are allowed for the payment of premiums.

SCHEDULE 9 MISCELLANEOUS PROVISIONS

9.1 Unclaimed benefits

9.1(1) For purposes of this clause:

UNCLAIMED BENEFIT means a benefit payable by SANLAM in respect of a claim admitted by SANLAM in terms of this Policy, but in respect of which the BENEFICIARY cannot be traced.

9.1(2) Once a claim in terms of this Policy has been admitted, the rights of a BENEFICIARY in respect of payment of an UNCLAIMED BENEFIT remains intact indefinitely.

9.1(3) SANLAM shall take reasonable steps to trace BENEFICIARIES as set out in the ASISA Standard on Unclaimed Assets, or in any Standard or Code replacing the aforesaid Code.

9.1(4) SANLAM shall pay interest on an UNCLAIMED BENEFIT from the date that all information needed for the evaluation of the relevant claim has been received, at the rate as determined by SANLAM taking into account prevailing after administration charge money market interest rates and any other factors that SANLAM may deem relevant.

9.1(5) An UNCLAIMED BENEFIT may be reduced by the amount of any reasonable costs incurred by SANLAM in identifying and tracing the relevant BENEFICIARY.

9.1(6) An UNCLAIMED BENEFIT may be reduced by all fees levied by SANLAM in respect of the administration of the UNCLAIMED BENEFIT, on the understanding that, in the event where no fees in respect of administration have been deducted by SANLAM from an UNCLAIMED BENEFIT, a fee may be charged by SANLAM for payment of the UNCLAIMED BENEFIT to the relevant BENEFICIARY.

9.1(7) Fees in respect of the administration and payment of UNCLAIMED BENEFITS will be as laid down by SANLAM from time to time, and shall be communicated by SANLAM to the EMPLOYER.

9.1(8) If the amount of an UNCLAIMED BENEFIT is less than R1 000, or an unclaimed benefit decreases to less than R1 000, and the cost of tracing the relevant BENEFICIARY will exceed the amount of the UNCLAIMED BENEFIT, no steps, or alternatively no further steps, will be taken by SANLAM to trace the BENEFICIARY.

9.1(9) In the event of an UNCLAIMED BENEFIT decreasing to nil, SANLAM's liability regarding the payment of the UNCLAIMED BENEFIT automatically terminates, and the BENEFICIARY will have no further claim against SANLAM in respect of the UNCLAIMED BENEFIT.

9.2 Currency

All amounts payable to or by the parties in terms of the Policy, are payable in the Republic of South Africa in the currency of the Republic of South Africa.

9.3 Provision of data

9.3(1) The EMPLOYER must provide, in a manner and in the frequency determined by SANLAM, the data which SANLAM may require in relation to the Policy.

9.3(2) SANLAM may act upon the data without further enquiry and is not responsible to anybody for any mis-statements, errors or omissions that may be contained in the data. If it transpires that such data is incorrect or incomplete, SANLAM may in consultation with the EMPLOYER

(a) effect adjustments in the insurance which SANLAM provides in terms of the Policy and to the basis for calculation of the premium of the insurance,

(b) make any adjustments to the benefits provided in terms of this Policy and/or amounts payable in respect of claims,

(c) or cancel the Policy.

These adjustments may only be made to the extent which in SANLAM's opinion is necessitated by the incorrect data.

9.3(3) SANLAM may share such data with any other party that is involved in the insurance in terms of this Policy.

9.3(4) In the case where SANLAM was not provided with the data as required in terms of the Policy to review the premium rate in terms of clause 8.1(1), SANLAM will increase the premium rate with a percentage as decided on by SANLAM at its sole discretion with effect from the date that the premium should have been reviewed as referred to in clause 8.1(1).

9.4 Proof of claims

When a claim for any benefit arises, SANLAM may require proof to its satisfaction as to any circumstance which may affect the recognition of the claim.

9.5 Cession

Neither the Policy nor any rights in terms of the Policy or any certificate issued by SANLAM in relation to the Policy, may be transferred or otherwise ceded or pledged.

9.6 Indemnity

SANLAM indemnifies the EMPLOYER against any losses or damages that may result from the negligence, dishonesty or fraud of any of SANLAM'S directors, employees or agents. The EMPLOYER also indemnifies SANLAM against any losses or damages that may result from the negligence, dishonesty or fraud of any of the EMPLOYER'S directors, employees or agents.

9.7 Alterations to the Policy

9.7(1) Subject to any contrary provision in the Policy, SANLAM may at any time amend any provision of the Policy, provided that SANLAM notifies the PRINCIPAL EMPLOYER in writing of the amendment contemplated at least 31 days before the amendment becomes effective.

9.7(2) If the PRINCIPAL EMPLOYER does not inform SANLAM in writing before the expiry of 31 days that the PRINCIPAL EMPLOYER does not accept the amendment, it will take effect when the 31 days expires.

9.7(3) If the PRINCIPAL EMPLOYER rejects the amendment, SANLAM may by notice to the PRINCIPAL EMPLOYER terminate the Policy as from the expiry of the notice period as referred to in clause 9.7(2) above.

9.7(4) SANLAM may not amend the Policy after the PRINCIPAL EMPLOYER has given notice of cancellation of the whole Policy in terms of clause 9.11(1).

9.8 Changes by the authorities

In the event of any change to legislation or to comply with any new legally binding rulings of the regulatory authority which may have an impact on SANLAM's position in terms of this Policy, SANLAM, notwithstanding any provision to the contrary, may adjust, in relation to those changes, the provisions of the Policy with effect from the date on which the changes become effective.

9.9 Notifications to and by the parties

For the purposes of the Policy, any notification directed by SANLAM to the person or body appointed by the PRINCIPAL EMPLOYER from time to time to deal with SANLAM on behalf of the PRINCIPAL EMPLOYER, is deemed to have been directed to the PRINCIPAL EMPLOYER. And any notification or instruction directed to SANLAM by any person or body purporting to act for the PRINCIPAL EMPLOYER is deemed to have been directed by the PRINCIPAL EMPLOYER.

9.10 Entry of participating employers

- 9.10(1) Participation in the Policy of a new EMPLOYER and its EMPLOYEES is subject to the consent of the PRINCIPAL EMPLOYER and SANLAM and also to any special conditions agreed to by the PRINCIPAL EMPLOYER and SANLAM with respect to that EMPLOYER and its EMPLOYEES.
- 9.10(2) Subject to the previous sub-clause an EMPLOYEE who is in the service of a new participating EMPLOYER before the date on which the EMPLOYER starts participating in the Policy and remains in the EMPLOYER's service without interruption, may become an INSURED on or after the date on which he/she qualifies for the insurance by applying for it. If an EMPLOYEE applies to become an INSURED more than three MONTHS after the date of qualification, he/she may become an INSURED with the approval of SANLAM. His/her right to become an INSURED will, however, lapse if he/she does not submit proof of good health to the satisfaction of SANLAM.

9.11 Cancellation and termination of the Policy

- 9.11(1) Save for the circumstances provided for in clause 9.11(2) below, the PRINCIPAL EMPLOYER or SANLAM may cancel the Policy at any time by giving the other party at least 31 days written notice.
- 9.11(2) The PRINCIPAL EMPLOYER may, in the case where no benefit has been paid or claimed, or an event has not yet occurred, cancel this Policy within 31 days of receipt of this Policy in written notification to SANLAM. All premiums paid by the EMPLOYER will be refunded by SANLAM, adjusted at SANLAM's discretion.
- 9.11(3) Any EMPLOYER may cancel its participation at any time by giving SANLAM at least 31 days written notice.
- 9.11(4) If an EMPLOYER ceases to do business, the part of the Policy pertaining to that EMPLOYER is deemed to be cancelled with effect from the date on which the EMPLOYER thus ceases.
- 9.11(5) SANLAM may cancel the Policy or the part of the Policy pertaining to an EMPLOYER if any obligation to SANLAM in terms of the Policy is not met.
- 9.11(6) Furthermore, SANLAM may also cancel the Policy with immediate effect if it is determined by SANLAM that
- (a) the Policy or the premium value was concluded as result of fraud, criminal activity, or as a result of material misrepresentation or non-disclosure by the PRINCIPAL EMPLOYER; or
 - (b) the PRINCIPAL EMPLOYER fails to meet any of the obligations in terms of the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001).

9.12 Territorial limitations

- 9.12(1) The insurance provided in terms of the Policy in respect of an INSURED is applicable while he/she is physically present in the Republic of South Africa. If the INSURED is physically outside the Republic of South Africa, the insurance remains applicable in respect of him/her for a maximum period of six MONTHS. It is not necessary to inform SANLAM of an INSURED who is physically outside the Republic of South Africa for an uninterrupted period of six MONTHS or less.
- 9.12(2) At the end of the period of six MONTHS referred to in sub-clause (1) and at the end of each period of twelve MONTHS thereafter, the EMPLOYER may request SANLAM in writing to extend the period of insurance and SANLAM will inform the EMPLOYER in writing of its decision in this regard and if any additional conditions will apply in respect of the INSURED. The EMPLOYER must provide SANLAM with the following in respect of the INSURED:
- (a) The country in which the INSURED is physically present.
 - (b) Nature of work responsibilities.

(c) The expected period of stay in the relevant country.

9.12(3) Notwithstanding any provision to the contrary in the Policy, clause 9.12 –

- (i) will not apply to a RETIRED DIRECTOR/PARTNER; but
- (ii) will apply to an INSURED who is regarded by the EMPLOYER as a mobility assignee and who works outside the Republic of South Africa excluding the Republic of Namibia or Botswana

9.13 Fraud or dishonesty

9.13(1) SANLAM reserves the right to reject any claim if such claim is found by SANLAM to be based on fraud or dishonesty, including; corruption, cyber-crime, misrepresentation, or providing any deliberate non-disclosure or false information or any attempt to perpetrate any dishonest conduct to claim a benefit by the EMPLOYER, INSURED or any other party who stands to or may benefit from the insurance in terms of the Policy, if it materially affects SANLAM's assessment of a claim submitted for any benefit.

9.13(2) SANLAM shall be entitled to institute an investigation in any circumstances where it suspects fraudulent or dishonest behaviour in relation to a claim. Such investigation may include applying legally compliant techniques, to approach the EMPLOYER, INSURED, family members or relatives of the INSURED and/or any person(s) who may assist in the verification/investigation of a claim and/or have in their possession any information or documentation on the relevant claim.

9.13(3) Depending on the outcome of the investigation, SANLAM reserves the right to:

- (a) terminate, suspend or adjust the INSURED's benefit as appropriate in accordance with the relevant provisions of the Policy;
- (b) declare all premiums paid by the EMPLOYER in respect of the relevant INSURED forfeited; and/or
- (c) report all suspected criminal conduct to the law enforcement authorities for criminal prosecution or other appropriate legal action.

9.13(4) If, after SANLAM paid any claim, it finds that the claim was based on false, dishonest or incomplete information, which materially affects SANLAM's assessment of the claim, all claim payments must be refunded to SANLAM.

9.13(5) Notice of SANLAM's determination of the outcome of the investigation will be communicated to the EMPLOYER.

9.14 Personal Information

9.14(1) The EMPLOYER is a joint RESPONSIBLE PARTY in relation to any PERSONAL INFORMATION it provides to SANLAM as a joint RESPONSIBLE PARTY in terms of the Policy. The PERSONAL INFORMATION of a DATA SUBJECT is collected and shared by the EMPLOYER or service provider appointed by the EMPLOYER in compliance with the APPLICABLE LAWS and/or DATA PRIVACY LAWS.

9.14(2) SANLAM and the EMPLOYER agree that, in relation to a DATA SUBJECT, the PERSONAL INFORMATION relating to the DATA SUBJECT will be processed in accordance with the provisions of DATA PRIVACY LAWS.

9.14(3) SANLAM may use PERSONAL INFORMATION or obtain PERSONAL INFORMATION for the following purposes:

- (a) underwriting and providing accurate and effective insurance cover and related value-added services;
- (b) member communication;
- (c) market research and statistical analysis;

- (d) verification of the personal information provided;
 - (e) to comply with all legal and regulatory requirements, including applicable codes of conduct;
 - (f) to protect SANLAM's interests; and
 - (g) any purposes related to the above.
- 9.14(4) SANLAM may share the EMPLOYER or the DATA SUBJECT's PERSONAL INFORMATION within the Sanlam Group and/or with other service providers appointed by SANLAM and industry bodies or other insurers where required for any of the purposes listed above, or with third parties where SANLAM is lawfully required to do so.
- 9.14(5) SANLAM may send the EMPLOYER or the DATA SUBJECT's PERSONAL INFORMATION to service providers outside the Republic of South Africa for storage or further processing on SANLAM's behalf. SANLAM will not send the PERSONAL INFORMATION to a country that does not have information protection legislation similar to that of the Republic of South Africa, unless SANLAM has a binding agreement with the service provider which ensures that it effectively adheres to the principles for processing of PERSONAL INFORMATION in compliance with the APPLICABLE LAWS or DATA PRIVACY LAWS.
- 9.14(6) The EMPLOYER or the DATA SUBJECT may request to access, change or correct PERSONAL INFORMATION relating the EMPLOYER or the DATA SUBJECT from SANLAM's records. If legislation allows, SANLAM may charge an administrative fee subject to prior notice to the EMPLOYER or the DATA SUBJECT of any such cost before executing the request.
- 9.14(7) All enquiries from the DATA SUBJECT and the Authority concerning the processing of the PERSONAL INFORMATION provided to SANLAM will be responded to by the EMPLOYER within a reasonable time unless SANLAM and the EMPLOYER have agreed otherwise.
- 9.14(8) SANLAM has implemented appropriate technical and organisational information security measures to keep the PERSONAL INFORMATION secure, accurate, current, and complete. However, SANLAM cannot guarantee the security or accuracy of any information transmitted to SANLAM.
- 9.14(9) PERSONAL INFORMATION will be held and used for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 9.14(10) SANLAM may contact the EMPLOYER and/or the DATA SUBJECT regarding events, seminars, products, services and content that may be of interest, or invite the EMPLOYER and/or the DATA SUBJECT to participate in research with the aim of improving SANLAM's products and services.

9.15 Breach notification

- 9.15(1) In respect of any PERSONAL INFORMATION BREACH, the EMPLOYER shall:
- (a) notify SANLAM of the PERSONAL INFORMATION BREACH without undue delay (but in no event later than 72 hours after becoming aware of the PERSONAL INFORMATION BREACH); and
 - (b) provide SANLAM without undue delay (wherever possible, no later than 72 hours after becoming aware of the PERSONAL INFORMATION BREACH) with such details as SANLAM require regarding:
 - (i) the nature of the PERSONAL INFORMATION BREACH including the categories and approximate numbers of DATA SUBJECTS and protected PERSONAL INFORMATION concerned;
 - (ii) any investigations into such PERSONAL INFORMATION BREACH;
 - (iii) the likely consequences of the PERSONAL INFORMATION BREACH; and

- (iv) any measures taken, or that the EMPLOYER recommends, to address the PERSONAL INFORMATION BREACH, including to mitigate its possible adverse effects, provided that, (without prejudice to the above obligations) if the EMPLOYER cannot provide all these details within the timeframes set out in this sub-clause (b), it shall (before the end of such timeframes) provide SANLAM with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and provide SANLAM with regular updates on these matters.

9.15(2) The EMPLOYER shall promptly (and in any event within 3 Business Days) inform SANLAM if it receives a COMPLAINT and provide SANLAM with full details of such COMPLAINT.