

## DISCLOSURE RELEVANT TO THE STAFF SPOUSES INSURANCE POLICY

ISSUED TO

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

(Policy number 19118945x5)

Policy Section	Description	Reason
General	<ul style="list-style-type: none"> <li>• Previous Endorsements</li> <li>• With effect from 1 September 2022, all references to the Republic of Namibia and Botswana are deleted.</li> </ul>	<ul style="list-style-type: none"> <li>• All previous endorsements are included in the Policy.</li> <li>• The Namibian members are no longer covered under the Ernst &amp; Young RSA Policies, due to legislation change.</li> </ul>
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 “Marriage”	The definition of "Marriage" is refined to clarify the wording, thereby ensuring better alignment with our claim practice.
Schedule 1: Definitions	Definition of “Policy Anniversary”	The definition of Policy Anniversary is replaced with Review Date.
Schedule 2: Participation	Clause 2.2 – Termination of participation of an Insured is amended	<p>The Spouse’s Life insurance policy has been endorsed to allow for the cover in respect of the employee’s qualifying spouse to continue until the last day of the calendar month in which the employee dies.</p> <p>The provision will apply in addition to the existing provision for the spouse to remain covered for 24 hours after the employee’s death. This will ensure that the employee’s qualifying spouse remains covered after the</p>

		death of the employee, in the unfortunate event that they die in the same calendar month as the employee.
Schedule 3: - Death Benefit on Spouse's Life	Clause 3.5 – General exclusions	This clause has been updated in line with current SGR wording.
Schedule 4: Option to effect individual life insurance on spouse's life	Schedule 4 – Option to effect individual life insurance on spouse's life	This Schedule has been included in line with the amendment as per quote 32/ZS/T0918/Ernst & Young (Amendment), dated 12 February 2021
Schedule 5: Premiums	Clause 5.1 – 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.
Schedule 6: Miscellaneous Provisions	Clause 6.8 – Alterations to the Policy	The sub-clauses are amended by replacing 'three months' with '31 days' in line with the Policyholder Protection Rules.
Schedule 6: Miscellaneous Provisions	Clause 6.12 – 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.
Schedule 6: Miscellaneous Provisions	Interest on Late Payment	The clause is deleted from the policy and included in the Administration Guide.
Schedule 6: Miscellaneous Provisions	Clause 6.14– 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 6: Miscellaneous Provisions	Clause 6.15 – Personal Information Clause 6.16 – Breach notification	These clauses are added to ensure compliance with POPIA, with effect from 1 July 2021.

**STAFF SPOUSES INSURANCE POLICY****EFFECTED BY****ERNST & YOUNG INCORPORATED; ERNST & YOUNG ADVISORY SERVICES (PTY) LTD; ERNST & YOUNG SERVICES (PTY) LTD AND EY CATALYST (PTY) LTD**

(Policy number 19118945x5)

Sanlam Life Insurance Limited (Registration no 1998/021121/06) must as from 1 November 2024 provides insurance on the lives of the QUALIFYING SPOUSES 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.

Sanlam Life Insurance Limited enters into this Policy on the basis of the information and documents provided to Sanlam Life Insurance Limited relating to the risk relevant to the Policy.

Signed at Bellville on behalf of Sanlam Life Insurance Limited on 12 November 2024



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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 –

- (a) the date on which an ACQUISITION EMPLOYER becomes part of the Ernst and Young group, including
- (b) an ACQUISITION EMPLOYER who became part of the Ernst and Young group as a result of a Section 197 transfer.

**ACQUISITION EMPLOYER** means an employer who becomes part of the Ernst and Young group and whose EMPLOYEES have the option to have their QUALIFYING SPOUSES 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.

**COMMENCEMENT DATE** means 1 September 2005.

**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.

**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.

**EMPLOYEE** means a person who is on the permanent staff of the EMPLOYER, including a person who is on a fixed term contract of employment with the EMPLOYER, provided that the fixed term contract is not for less than three MONTHS.

**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.

**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 a continuous period of at least six consecutive MONTHS; and
  - they continued doing so until the time of death of the spouse; and
  - the EMPLOYEE, upon request, provides satisfactory proof of the permanency of the relationship to SANLAM.

**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 of 65 years.

**NORMAL RETIREMENT DATE** in regard to any EMPLOYEE, 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.

**QUALIFYING SPOUSE** in regard to an EMPLOYEE, means the person with whom he/she is joined in MARRIAGE, provided that such person, at the time of qualifying for the insurance, has already reached the age of 15 years. If an EMPLOYEE is joined in MARRIAGE with two or more persons, QUALIFYING SPOUSE means -

- (a) only that one of them whom the EMPLOYEE nominated in writing to the EMPLOYER during the person's life; or
- (b) if the EMPLOYER advises SANLAM that the EMPLOYEE has failed to nominate only one of them in terms of paragraph (a), only the one with whom he/she is joined in MARRIAGE first.

Once a nomination has been made in terms of paragraph (a), it remains in force as long as the EMPLOYEE is joined in MARRIAGE with the relevant spouse.

A QUALIFYING SPOUSE who is joined in a union referred to in paragraph (b) of the definition of MARRIAGE must in terms of clause 3.4(5) submit proof of good health to the satisfaction of SANLAM to qualify for the spouses insurance in terms of SCHEDULE 3.

Notwithstanding any provision to the contrary in the Policy, the provision in the above paragraph does not apply to a QUALIFYING SPOUSE who immediately before 1 November 2012 was insured in terms of insurance which was replaced by the spouses insurance provided in terms of this Policy.

**RISK SALARY** in regard to any EMPLOYEE means the total of

- (a) the amount of the basic cash remuneration the EMPLOYEE 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 EMPLOYEE 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 EMPLOYEE's RISK SALARY may not exceed the total cost incurred (either conditionally or not) by the EMPLOYER in respect of the EMPLOYEE's service with the EMPLOYER.

However, if in terms of the EMPLOYER'S human resources policy, the benefits and premiums in terms of this Policy in regard to an EMPLOYEE is based on 80% of the EMPLOYEE'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 EMPLOYEE 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      Participation

- 2.1(1)      Subject to the following provisions, the life of the QUALIFYING SPOUSE of an EMPLOYEE is insured in terms of the Policy, provided that he/she is married, or as soon as he/she marries, as the case may be.
- 2.1(2)      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 and who -
- (a) is joined in MARRIAGE on the COMMENCEMENT DATE; or
- (b) enters into a MARRIAGE after the COMMENCEMENT DATE,
- may choose whether he/she wishes to have his/her QUALIFYING SPOUSE insured under this Policy by applying for it in writing. If such written application is not received by the EMPLOYER within three MONTHS of the COMMENCEMENT DATE or of his/her date of MARRIAGE, as the case may be, his/her QUALIFYING SPOUSE is not insured under the Policy, unless his/her QUALIFYING SPOUSE submits proof of good health at his/her expense to the satisfaction of SANLAM.
- 2.1(3)      The insurance on the life of the QUALIFYING SPOUSE of an EMPLOYEE who exercised an option in terms of the preceding sub-clause commences on the first day of the MONTH following the date on which SANLAM receives the written application, unless SANLAM and the EMPLOYER agree otherwise in the case of a particular EMPLOYEE. The insurance regarding which proof of good health has been submitted to the satisfaction of SANLAM will not commence before the date on which SANLAM received the last information taken into account in considering the insurability of the QUALIFYING SPOUSE.
- 2.1(4)      The life of the QUALIFYING SPOUSE of an EMPLOYEE who is in the service of an ACQUISITION EMPLOYER on the ACQUISITION DATE and who on the ACQUISITION DATE has an option to have his/her QUALIFYING SPOUSE insured in terms of this Policy, may become insured with the approval of SANLAM, provided that the EMPLOYEE applied in writing for the QUALIFYING SPOUSE to become insured within three MONTHS from the ACQUISITION DATE, subject to clause 3.4(3).
- 2.1(5)      Notwithstanding the provisions of clause 2.1(4), the life of the QUALIFYING SPOUSE of an EMPLOYEE who enters the service of the EMPLOYER on or after the COMMENCEMENT DATE, becomes insured automatically and without any specific application in terms of this Policy from the date on which the EMPLOYEE enters service. However, the insurance of a QUALIFYING SPOUSE who is joined in a union referred to in paragraph (b) of the definition of MARRIAGE is subject to the provisions of clause 3.4(5).
- 2.1(6)      The requirements referred to in the preceding sub-clause must be laid down by the EMPLOYER as a condition of employment of its EMPLOYEES.
- 2.1(7)      If insurance on the life of the QUALIFYING SPOUSE of an EMPLOYEE lapses because the EMPLOYEE retires or becomes single and such EMPLOYEE re-enters service or marries again, his/her QUALIFYING SPOUSE is insured again automatically and immediately, without any specific application, as from the relevant date in terms of these provisions. However, the insurance of a QUALIFYING SPOUSE who is joined in a union referred to in paragraph (b) of the definition of MARRIAGE is subject to the provisions of clause 3.4(5).
- 2.1(8)      If a QUALIFYING SPOUSE has already attained the age of 70 years, the QUALIFYING SPOUSE'S life may, notwithstanding any provision to the contrary, not be insured in terms of the Policy.

### 2.2      Termination of insurance on a QUALIFYING SPOUSE'S life

Insurance on the life of the QUALIFYING SPOUSE of an EMPLOYEE lapses -

- (a) at the QUALIFYING SPOUSE'S death; or
  - (b) the later of midnight on the last day of the MONTH in which the EMPLOYEE dies and 24 hours after the death of the EMPLOYEE; or
  - (c) as soon as the EMPLOYEE ceases to be an EMPLOYEE for reasons other than his/her death subject to (b); or
  - (d) as soon as the QUALIFYING SPOUSE attains the age of 70 years; or
  - (e) at the cancellation of the insurance in terms of the provisions of the Policy; or
  - (f) if the EMPLOYER ceases to carry on business,
- whichever event occurs first.

## SCHEDULE 3      DEATH BENEFIT ON SPOUSE'S LIFE

### 3.1      **Benefit**

If the QUALIFYING SPOUSE of an EMPLOYEE dies before attaining the age of 70 years and before or on the EMPLOYEE's NORMAL RETIREMENT DATE, an amount equal to 2 times the EMPLOYEE's annual RISK SALARY, but not more than R8,000,000, or any other maximum amount determined by SANLAM, becomes payable, unless this benefit is reduced in terms of the proof of good health requirements below.

### 3.2      **Payment of benefit**

Notwithstanding any provision to the contrary in the Policy, SANLAM pays the benefits payable in terms of this Schedule to the EMPLOYEE and if the EMPLOYEE is deceased, into the relevant EMPLOYEE's estate.

### 3.3      **Notification of 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 QUALIFYING SPOUSE's death.

### 3.4      **Proof of good health**

3.4(1)      In this clause -

**BENEFIT ENTITLEMENT** in regard to a QUALIFYING SPOUSE 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.

3.4(2)      The insurance in this Schedule in regard to a QUALIFYING SPOUSE 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 insurance in terms of this Schedule becomes applicable to the QUALIFYING SPOUSE; and
- (b) for the first three MONTHS after an increase in the QUALIFYING SPOUSE's BENEFIT ENTITLEMENT if the FREE COVER LIMIT is exceeded for the first time as a result of the increase,

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 insurance provided in terms of this Schedule replaces other insurance in terms of which the QUALIFYING SPOUSE was insured; and
- if the QUALIFYING SPOUSE 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
- the benefit in terms of this Schedule will be limited to the FREE COVER LIMIT if the death of the QUALIFYING SPOUSE 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 QUALIFYING SPOUSE 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 QUALIFYING SPOUSE from the moment it is put in writing.

The EMPLOYER must advise SANLAM in writing immediately when a QUALIFYING SPOUSE's BENEFIT ENTITLEMENT exceeds the FREE COVER LIMIT.

SANLAM will only request proof of good health in respect of a QUALIFYING SPOUSE upon being advised by the EMPLOYER in writing that the QUALIFYING SPOUSE'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 QUALIFYING SPOUSE'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.

- 3.4(3) The life of a QUALIFYING SPOUSE of an EMPLOYEE who is in the service of an ACQUISITION EMPLOYER and who has the option of having his/her QUALIFYING SPOUSE insured in terms of this Policy, is not insured in terms of this Schedule unless, if agreed on between the ACQUISITION EMPLOYER and SANLAM, proof of good health, to the satisfaction of SANLAM and in a manner specified by SANLAM from time to time is submitted to SANLAM in respect of the QUALIFYING SPOUSE. Such proof is at such EMPLOYEES'S own expense.

The EMPLOYER must advise SANLAM in writing of an EMPLOYEE who has requested to have his/her QUALIFYING SPOUSE insured in terms of this Policy.

SANLAM will only request proof of good health in respect of such QUALIFYING SPOUSE upon being advised by the EMPLOYER in writing of the EMPLOYEE's request to have his/her QUALIFYING SPOUSE insured in terms of this Policy.

SANLAM will not be liable for any claim in respect of such a QUALIFYING SPOUSE where the EMPLOYER did not advise SANLAM in writing of such an EMPLOYEE's request to have his/her QUALIFYING SPOUSE insured in terms of this Policy and in respect of whom proof of good health to the satisfaction of SANLAM was not submitted to SANLAM from time to time.

- 3.4(4) The QUALIFYING SPOUSE of an EMPLOYEE who has the option to have his/her QUALIFYING SPOUSE insured in terms of this Schedule, but has failed to become 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 respect of the QUALIFYING SPOUSE in the manner specified by SANLAM from time to time. Such proof is at such EMPLOYEE's own expense.

The EMPLOYER must advise SANLAM in writing of any person who has requested to have his/her QUALIFYING SPOUSE insured in terms of this Schedule more than three MONTHS after becoming entitled to do so.

SANLAM will only request proof of good health in respect of such a person's QUALIFYING SPOUSE upon being advised by the EMPLOYER in writing of such a person's request to have his/her QUALIFYING SPOUSE insured in terms of this Schedule.

SANLAM will not be liable for any claim in respect of such a person's QUALIFYING SPOUSE where the EMPLOYER did not advise SANLAM in writing of such a person's request to have his/her QUALIFYING SPOUSE insured in terms of this Schedule 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.

- 3.4(5) No benefit is provided in terms of this Schedule in regard to a QUALIFYING SPOUSE who is joined in a union referred to in paragraph (b) of the definition of MARRIAGE unless proof of good health to the satisfaction of SANLAM is submitted by the QUALIFYING SPOUSE 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 any EMPLOYEE who has requested to have such QUALIFYING SPOUSE insured.

SANLAM will only request proof of good health in respect of such QUALIFYING SPOUSE upon being advised by the EMPLOYER in writing of the EMPLOYEE's request to have such QUALIFYING SPOUSE insured.

SANLAM will not be liable for any claim in respect of such QUALIFYING SPOUSE where the EMPLOYER did not advise SANLAM in writing of the EMPLOYEE's request to have such QUALIFYING SPOUSE 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.

- 3.4(6) Once proof of good health to the satisfaction of SANLAM for that part of a QUALIFYING SPOUSE'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 QUALIFYING SPOUSE'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 QUALIFYING SPOUSE 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.

- 3.4(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.

- 3.4(8) If SANLAM reduces the FREE COVER LIMIT at any specific time, the insurance that applied to an existing QUALIFYING SPOUSE before such reduction is not reduced as a result of that, provided that the benefit remains applicable to the QUALIFYING SPOUSE uninterruptedly.

- 3.4(9) If the insurance in this Schedule has ceased to apply to a QUALIFYING SPOUSE temporarily, proof of good health that was submitted in respect of the QUALIFYING SPOUSE before such cessation is, for the purposes of the preceding sub-clauses, deemed null and void.

### 3.5 General exclusions

Notwithstanding any other provision to the contrary in the Policy, no benefit is paid in terms of this Schedule if the QUALIFYING SPOUSE'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 QUALIFYING SPOUSE'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.

### **3.6 Commencement of SANLAM'S liability**

No benefit is provided in terms of this Schedule in regard to a QUALIFYING SPOUSE if the EMPLOYEE had the option of participating in the insurance and the QUALIFYING SPOUSE dies before SANLAM has received full particulars regarding the EMPLOYEE and the QUALIFYING SPOUSE.

## **SCHEDULE 4      OPTION TO EFFECT INDIVIDUAL INSURANCE ON SPOUSE'S LIFE**

### **4.1      Definition**

In this Schedule **DATE OF WITHDRAWAL** means the date on which -

- (a) an EMPLOYEE ceases to be an EMPLOYEE; or
- (b) the MARRIAGE of an EMPLOYEE and his/her QUALIFYING SPOUSE is legally dissolved, or dissolved according to any law or custom, as the case may be; or
- (c) an EMPLOYEE reaches the 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 the QUALIFYING SPOUSE in terms of the Policy after the NORMAL RETIREMENT DATE;
- (d) the QUALIFYING SPOUSE reaches the age of 70 years if the EMPLOYEE continues his/her service with the EMPLOYER thereafter,

whichever event occurs first.

### **4.2      Option to effect individual life insurance**

With effect from 1 May 2022, an EMPLOYEE, or his/her QUALIFYING SPOUSE may, without proof of good health of the QUALIFYING SPOUSE, effect individual life insurance on the QUALIFYING SPOUSE'S life with SANLAM to commence not later than 60 days after the DATE OF WITHDRAWAL.

This option may however only be exercised -

- (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) if the death benefit in terms of the Policy is applicable to the QUALIFYING SPOUSE immediately before the DATE OF WITHDRAWAL; and
- (c) if the proposal for the insurance is submitted to a SANLAM office within 60 days of the DATE OF WITHDRAWAL; and
- (d) on or before the day on which the QUALIFYING SPOUSE reaches the age of 70 years.

### **4.3      Maximum sum insured**

- 4.3(1) The death sum insured of the individual insurance may not exceed the death benefit applicable to the QUALIFYING SPOUSE in terms of this Policy 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.
- 4.3(2) If an EMPLOYEE in respect of whose QUALIFYING SPOUSE 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.

- 4.3(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.

#### **4.4 Premium rates and other provisions of individual insurance**

The premium rates, occupational risk (if any) and other provisions applicable to the individual insurance are the same as those which are normally applicable to similar insurance with SANLAM on the inception date of the individual insurance. But if, on medical grounds, any special premium rates and other provisions apply to the insurance provided in respect of the QUALIFYING SPOUSE in terms of the Policy, adjustments may, to the same extent, be made to the rates and provisions applicable to the individual insurance.

#### **4.5 Death within the option period**

If a QUALIFYING SPOUSE 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 to the EMPLOYEE, or in the event of his/her death, to his/her estate. Such amount will not be payable if the EMPLOYEE or his/her QUALIFYING SPOUSE had effected any individual insurance in terms of this option which had taken effect by the date of the QUALIFYING SPOUSE's death.

#### **4.6 Reappointment**

If an EMPLOYEE who ceases to be an EMPLOYEE and in respect of whose QUALIFYING SPOUSE individual insurance has been effected in terms of the option in this Schedule, again becomes an EMPLOYEE within 6 MONTHS of the inception date of the individual insurance, the death benefit insurance provided in terms of the Policy on his/her QUALIFYING SPOUSE'S life is reduced by the sum insured under the individual insurance on its inception date. But this reduction does not apply if the QUALIFYING SPOUSE submits proof of good health to the satisfaction of SANLAM after the EMPLOYEE became an EMPLOYEE again.

#### **4.7 Lapse of option**

This option is not available in respect of the QUALIFYING SPOUSE of an EMPLOYEE when the EMPLOYEE ceases to be an EMPLOYEE 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 5      ABSENCE FROM SERVICE**

### **5.1      Absence with the EMPLOYER's consent**

If an EMPLOYEE is absent from the service of the EMPLOYER with the EMPLOYER's consent, the insurance on his/her QUALIFYING SPOUSE's life is continued in terms of this Policy as if he/she remains an EMPLOYEE, subject to the following:

- (a) During the period of absence the EMPLOYEE's RISK SALARY is deemed to be equal to the RISK SALARY he/she received immediately before the commencement of absence.
- (b) The insurance on a QUALIFYING SPOUSE's life is not continued 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 EMPLOYEE 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 3.5.

### **5.2      Absence without the EMPLOYER's consent**

The insurance in terms of this Policy on the life of the QUALIFYING SPOUSE of an EMPLOYEE lapses and the EMPLOYEE 's service with the EMPLOYER is regarded as terminated if and as soon as the EMPLOYEE is absent from the EMPLOYER's service without the EMPLOYER'S consent.

### **5.3      EMPLOYEE in receipt of an income continuation benefit**

5.3(1) The insurance in terms of this Policy on the life of the QUALIFYING SPOUSE of an EMPLOYEE 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 continued until the earlier of -

- (a) the EMPLOYEE 's NORMAL RETIREMENT DATE; and
- (b) the date on which payment of the income continuation benefit ceases; and
- (c) the date on which the EMPLOYEE turns 65; and
- (d) 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 EMPLOYEE was a member immediately before becoming disabled to the extent required for the income continuation benefit to become payable;
- (e) The date on which the EMPLOYEE's service is terminated with the EMPLOYER.

5.3(2) The benefits that a QUALIFYING SPOUSE remains insured for are the death benefits on spouse's life in terms of SCHEDULE 3.

5.3(3) While the EMPLOYEE receives such an income the following applies:

- (a) The EMPLOYEE's RISK SALARY is deemed to be equal to the RISK SALARY he/she received immediately before the commencement of the disability.
- (b) Premiums for the benefits in regard to the QUALIFYING SPOUSE remains payable to SANLAM in terms of the Policy.

5.3(4) In the preceding sub-clauses the commencement of an EMPLOYEE's disability is taken to be the start of any waiting period that is to elapse before the income continuation benefit becomes payable. While the EMPLOYEE receives such an income, premiums in the

preceding sub-clauses the commencement of an EMPLOYEE's disability is taken to be the start of any waiting period that is to be elapse before the income continuation benefit becomes payable.

## SCHEDULE 6      PREMIUMS

### 6.1      Premium rates

- 6.1(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 QUALIFYING SPOUSES.
- 6.1(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 QUALIFYING SPOUSES, which affects the risk under this Policy, subject to at least 31 days written notification to the PRINCIPAL EMPLOYER.
- 6.1(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 6.1(2) occurred.
- 6.1(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 6.1(3).

### 6.2      Monthly premiums

- 6.2(1)      In consideration for SANLAM'S obligation in terms of the Policy, the EMPLOYER is liable for a monthly premium to SANLAM in respect of every EMPLOYEE whose QUALIFYING SPOUSE is insured in terms of the Policy. The premiums are laid down by SANLAM from time to time.
- 6.2(2)      The EMPLOYER guarantees to pay the premiums for each MONTH to SANLAM in one amount and are due fifteen days after the last day of the relevant MONTH.
- 6.2(3)      If a benefit or an increase in a benefit becomes applicable to a QUALIFYING SPOUSE 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 QUALIFYING SPOUSE for the whole MONTH.
- 6.2(4)      If a benefit or an increase in a benefit becomes applicable to a QUALIFYING SPOUSE 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 QUALIFYING SPOUSE during that whole MONTH.
- 6.2(5)      If a benefit is no longer applicable to a QUALIFYING SPOUSE with effect from the fifteenth or a later day of a MONTH or if the benefit applicable to a QUALIFYING SPOUSE 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 QUALIFYING SPOUSE during that whole MONTH.
- 6.2(6)      If a benefit is no longer applicable to a QUALIFYING SPOUSE with effect from the fourteenth or an earlier day of a MONTH or if the benefit applicable to a QUALIFYING SPOUSE 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 QUALIFYING SPOUSE during that whole MONTH.
- 6.2(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.

- 6.2(8) If any premium in regard to a QUALIFYING SPOUSE is not paid within the 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 QUALIFYING SPOUSE lapses. SANLAM may reinstate its liability regarding the QUALIFYING SPOUSE prior to such lapse on the conditions which it may lay down. If SANLAM and the 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 EMPLOYER.

### **6.3 Days of grace**

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

## SCHEDULE 7 MISCELLANEOUS PROVISIONS

### 7.1 Deductions from benefits

Notwithstanding any provision to the contrary in the Policy, expenses incurred by the EMPLOYER in respect of the following may be deducted from the benefits payable in terms of this Policy, and paid to the EMPLOYER -

- (a) payments in respect of the funeral costs of the QUALIFYING SPOUSE or a family member of the QUALIFYING SPOUSE; and
- (b) any expenses paid to a third party on behalf of the QUALIFYING SPOUSE or a family member of the QUALIFYING SPOUSE; and
- (c) any monies advanced to the QUALIFYING SPOUSE or a family member of the QUALIFYING SPOUSE.

For the purposes of this clause a family member is any person whom the EMPLOYER has confirmed to SANLAM in writing is a family member of the QUALIFYING SPOUSE.

### 7.2 Unclaimed benefits

7.2(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 EMPLOYEE cannot be traced.

7.2(2) Once a claim in terms of this Policy has been admitted, the rights of the EMPLOYEE in respect of payment of an UNCLAIMED BENEFIT remains intact indefinitely.

7.2(3) SANLAM shall take reasonable steps to trace the EMPLOYEE as set out in the ASISA Standard on Unclaimed Assets, or in any Standard or Code replacing the aforesaid Code.

7.2(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.

7.2(5) An UNCLAIMED BENEFIT may be reduced by the amount of any reasonable costs incurred by SANLAM in identifying and tracing the EMPLOYEE.

7.2(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 EMPLOYEE.

7.2(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.

7.2(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 EMPLOYEE will exceed the amount of the UNCLAIMED BENEFIT, no steps, or alternatively no further steps, will be taken by SANLAM to trace the EMPLOYEE.

7.2(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 EMPLOYEE will have no further claim against SANLAM in respect of the UNCLAIMED BENEFIT.

### **7.3 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.

### **7.4 Provision of data**

7.4(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.

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, or
- (c) cancel the Policy.

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

7.4(2) SANLAM may share such data with any other party that is involved in the insurance in terms of this Policy.

7.4(3) 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 6.1(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 6.1(1).

### **7.5 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.

### **7.6 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.

### **7.7 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.

### **7.8 Alterations to the Policy**

7.8(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.

7.8(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.

- 7.8(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 7.8(2) above.
- 7.8(4) SANLAM may not amend the Policy after the PRINCIPAL EMPLOYER has given notice of cancellation of the whole Policy in terms of clause 7.12(1).

### **7.9 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 of SANLAM's position in terms of this Policy, SANLAM, notwithstanding any provisions 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.

### **7.10 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.

### **7.11 Entry of participating employers**

- 7.11(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.
- 7.11(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 have his/her QUALIFYING SPOUSE insured in terms of this Policy on or after the date on which the QUALIFYING SPOUSE qualifies for the insurance by applying for it. If an EMPLOYEE applies for such insurance more than three MONTHS after the date of qualification and his/her QUALIFYING SPOUSE does not submit proof of good health to the satisfaction of SANLAM, his/her right to have his/her QUALIFYING SPOUSE insured, will lapse.

### **7.12 Cancellation and termination of the Policy**

- 7.12(1) Save for the circumstances provided for in clause 7.12(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.
- 7.12(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.
- 7.12(3) Any EMPLOYER may cancel its participation at any time by giving SANLAM at least 31 days written notice.
- 7.12(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.
- 7.12(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.
- 7.12(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).

### **7.13 Territorial limitations**

- 7.13(1) The insurance provided in terms of the Policy in respect of a QUALIFYING SPOUSE is applicable while he/she is physically present in the Republic of South Africa. If the QUALIFYING SPOUSE 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 a QUALIFYING SPOUSE who is physically outside the Republic of South Africa for an uninterrupted period of six MONTHS or less.
- 7.13(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 QUALIFYING SPOUSE. The EMPLOYER must provide SANLAM with the following in respect of the QUALIFYING SPOUSE:
  - (a) The country in which the QUALIFYING SPOUSE is physically present.
  - (b) The expected period of stay in the relevant country.

### **7.14 Fraud or dishonesty**

- 7.14(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, EMPLOYEE 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.
- 7.14(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, EMPLOYEE, family members or relatives of the EMPLOYEE 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.
- 7.14(3) Depending on the outcome of the investigation, SANLAM reserves the right to:
  - (a) terminate, suspend or adjust the EMPLOYEE'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 EMPLOYEE forfeited; and/or
  - (c) report all suspected criminal conduct to the law enforcement authorities for criminal prosecution or other appropriate legal action.
- 7.14(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.
- 7.14(5) Notice of SANLAM's determination of the outcome of the investigation will be communicated to the EMPLOYER.

### **7.15 Personal Information**

- 7.15(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.

- 7.15(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.
- 7.15(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.
- 7.15(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.
- 7.15(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.
- 7.15(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.
- 7.15(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.
- 7.15(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.
- 7.15(9) PERSONAL INFORMATION will be held and used for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 7.15(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.

**7.16 Breach notification**

- 7.16(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.
- 7.16(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.