

DISCLOSURE RELEVANT TO THE FUNERAL 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 19240249x3)

Policy Section	Description	Reason
General	<ul style="list-style-type: none"> • Previous Endorsements • With effect from 1 September 2022, all references to the Republic of Namibia and Botswana are deleted. • Effective 1 November 2024, the “DRAFT” watermark was removed 	<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 in “DRAFT” format because Ernst and Young needed to sign it. However, Ernst and Young have now indicated that their sign-off is not required, so we can proceed with implementing of this 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 “Qualifying Child”	Updated with SGR’s latest definition.
Schedule 2: Participation	Clause 2.2 – Family Members, clauses 2.2(1) and 2.2(2)	The funeral insurance policy has been endorsed to allow for the cover in respect of an insured employee’s family members to continue until the last day of the calendar month in which the employee dies. This provision will ensure that the employee’s family members remain

		covered after the death of the insured employee, in the unfortunate event that they die in the same calendar month as the employee
Schedule 3: Funeral Benefit	Clause 3.2 – 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: Funeral Benefits	Clause 3.6 – Limitations and other conditions regarding the benefits	With effect from 1 July 2018, the maximum amounts in terms of section 55 of the Long-term Insurance Act, as amended by the Insurance Act of 2017, is increased and the Policy is updated in line with this change.
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.
Funeral Insurance Policy effective 1 November 2017 Schedule 6: Miscellaneous Provisions	Clause 6.1 – 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 6: Miscellaneous Provisions	Clause 6.7 – Alterations to the Policy	The sub-clauses are amended by replacing ‘three months’ with ‘31 days’ in line with the Policyholder Protection Rules.
Schedule 6: Miscellaneous Provisions	Clause 6.11 – 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.
Funeral Insurance Policy effective 1 November 2017 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 6.12 - Territorial limitations	Wording amended to make reference to “mobility assignees/contract”
Schedule 6: Miscellaneous Provisions	Clause 6.13 – 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 6: Miscellaneous Provisions	Clause 6.14 – Personal Information Clause 6.15 – Breach notification	These clauses are added to ensure compliance with POPIA, with effect from 1 July 2021.



FUNERAL 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 19240249x3)

Sanlam Life Insurance Limited (Registration no 1998/021121/06) must as from 1 November 2024 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.

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

B. Williams

.....

[Financial Planning](#) | [Retirement](#) | [Insurance](#) | [Health](#) | [Investments](#) | [Wealth](#) | [Credit](#)

2 Strand Road, Bellville, South Africa
PO Box 1, Sanlamhof 7532, South Africa

T +27 (0) 21 947 9111

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



CONTENTS

SCHEDULE 1	DEFINITIONS.....	2
SCHEDULE 2	PARTICIPATION.....	6
2.1	INSURED	6
2.2	FAMILY MEMBERS	6
2.3	Termination of participation of an INSURED	6
SCHEDULE 3	FUNERAL BENEFITS.....	8
3.1	Benefits before or on the NORMAL RETIREMENT AGE	8
3.2	Payment of benefit	8
3.3	Notice of claim.....	9
3.4	General exclusions.....	9
3.5	Commencement of SANLAM'S liability	9
3.6	Limitations and other conditions regarding the benefits.....	10
SCHEDULE 4	ABSENCE FROM SERVICE.....	11
4.1	Absence with the EMPLOYER'S consent.....	11
4.2	Absence without the EMPLOYER'S consent	11
4.3	INSURED in receipt of an income continuation benefit	11
SCHEDULE 5	PREMIUMS	12
5.1	Premium rates	12
5.2	Monthly premiums	12
5.3	Days of grace	13
SCHEDULE 6	MISCELLANEOUS PROVISIONS	14
6.1	Unclaimed benefits.....	14
6.2	Currency	14
6.3	Provision of data.....	14
6.4	Proof of claims.....	15
6.5	Cession	15
6.6	Indemnity.....	15
6.7	Alterations to the Policy.....	15
6.8	Changes by the authorities	15
6.9	Notifications to and by the parties	15
6.10	Entry of participating employers.....	16
6.11	Cancellation and termination of the Policy	16
6.12	Territorial limitations	16
6.13	Fraud or dishonesty	17
6.14	Personal Information	17
6.15	Breach notification.....	18

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 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 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.

COMMENCEMENT DATE means 1 August 2009.

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 in the active service 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.

EXTENDED FAMILY MEMBER in regard to an INSURED means any person who is nominated in writing to the EMPLOYER by the INSURED and who is not a QUALIFYING SPOUSE or a QUALIFYING CHILD, provided that -

- (a) such person must be dependent on the INSURED for maintenance if he/she is not an additional spouse with whom the INSURED is joined in MARRIAGE or if he/she is not a QUALIFYING PARENT; and
- (b) once an additional spouse with whom the INSURED is joined in MARRIAGE has been nominated, the nomination remains in force as long as the INSURED is joined in MARRIAGE with the relevant spouse; and
- (c) the INSURED provides the EMPLOYER with proof that the person concerned is in fact dependent on the INSURED; and
- (d) an additional monthly premium as determined by SANLAM is paid in respect of each EXTENDED FAMILY MEMBER; and
- (e) he/she at the time of qualifying for insurance in terms of the Policy, is not yet 75 years of age.

Notwithstanding any provision to the contrary in the Policy, the age restriction in paragraph (e) above, does not apply to a QUALIFYING PARENT.

FAMILY MEMBER in regard to an INSURED means -

- (a) a QUALIFYING SPOUSE; and
- (b) a QUALIFYING CHILD; and
- (c) an EXTENDED FAMILY MEMBER.

ILL-HEALTH in regard to an INSURED means, for purposes of the funeral insurance, a condition where the INSURED - directly and exclusively as a result of a bodily injury or an illness - totally and permanently and continuously is prevented - even with further in-service training -

- from following the regular occupation which he/she practiced immediately before; and
- from following the occupations which he/she, in view of his/her training and experience, may reasonably be expected to follow,
- and experiences loss of income.

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 of 65 years.

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.

QUALIFYING CHILD in regard to an INSURED or his/her QUALIFYING SPOUSE means a –

- (a) biological child, legally adopted child, stepchild, foster-child and posthumous child, provided that –
- (i) the child is unmarried; and
 - (ii) the child is under the age of 21 years;
 - (iii) if the child is 21 years or older, but under the age of 26 years, such child is a full-time student at an educational institution, meaning that he/she must be enrolled for at least 75% of the standard course load of a course that is normally done on a full-time basis, and that he/she must actively participate in such course;
 - (iv) if the child is incapacitated by a physical or mental infirmity from maintaining himself/herself such incapacity commenced when the child was either under the age of 21 or under the age of 26 years while a full-time student at an educational institution.
- (b) still-born child.

For purposes of this definition –

- (i) Stepchild means a child who is the biological child of the INSURED'S QUALIFYING SPOUSE, which child was born from a previous relationship between the QUALIFYING SPOUSE and a person other than the INSURED.
- (ii) Foster child means a child placed in foster care as envisaged in terms of applicable legislation.
- (iii) Adopted child means a child formally adopted in terms of applicable legislation.

- (iv) A posthumous child means a biological child of the INSURED, born after the death of the INSURED.
- (v) A still-born child means a child that has had at least 26 weeks of intra-uterine existence but showed no sign of life after complete birth.

QUALIFYING PARENT in regard to an INSURED means the legal father or mother of the INSURED or the spouse of such a person, or the legal father or mother of a QUALIFYING SPOUSE or an additional spouse of the INSURED, if such additional spouse is an EXTENDED FAMILY MEMBER, or the spouse of such a person, provided that –

- (a) he/she is nominated in writing to the EMPLOYER by the INSURED; and
- (b) an additional monthly premium as determined by SANLAM is paid; and
- (c) he/she at the time of qualifying for insurance in terms of the Policy, has already reached the age of 15 years; and
- (d) he/she at the time of qualifying for insurance in terms of the Policy, is not yet 75 years of age.

QUALIFYING SPOUSE in regard to an INSURED 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 and has not yet reached the age of 65 years. If an INSURED is joined in MARRIAGE with two or more persons, QUALIFYING SPOUSE means -

- (a) only that one of them whom the INSURED nominated in writing to the EMPLOYER during the person's life; or
- (b) if the EMPLOYER advises SANLAM that the INSURED 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 INSURED is joined in MARRIAGE with the relevant spouse.

Notwithstanding any provision to the contrary in the Policy, the age restriction referred to above, does not apply to a QUALIFYING SPOUSE who immediately before the COMMENCEMENT DATE was insured in terms of the funeral aid insurance which was replaced by the funeral aid insurance provided in terms of the Policy.

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 is on the permanent staff of the EMPLOYER;
 - (b) he/she has already reached the age of 15 years; and
 - (c) he/she has not reached the NORMAL RETIREMENT AGE.
- 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, may become an INSURED on or after the date on which he/she qualifies for the insurance by applying for it.
- 2.1(3) 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 applies in writing to become an INSURED, may become an INSURED with the approval of SANLAM, subject to the conditions as laid down by SANLAM.
- 2.1(4) The insurance of an EMPLOYEE who is insured in accordance with sub-clauses (2) and (3) above, 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.
- 2.1(5) Notwithstanding the provision in clauses 2.1(3), every EMPLOYEE who qualifies for this insurance on or after the COMMENCEMENT DATE, automatically and without any specific application is insured in terms of this Policy from the date on which he/she qualifies for the insurance.
- 2.1(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) Any EMPLOYEE who was in the service of the EMPLOYER on 31 August 2015, who remained in the service of the EMPLOYER uninterruptedly after that and who was not an INSURED in terms of this Policy on 31 August 2015 may not become an INSURED.

2.2 FAMILY MEMBERS

- 2.2(1) A FAMILY MEMBER of an INSURED is insured in terms of the Policy from the moment the INSURED is insured in terms of the Policy. If an INSURED is joined in MARRIAGE with two or more persons, he/she must nominate one of them to be the QUALIFYING SPOUSE for the purposes of this Policy. The insurance of the person who has been nominated as the QUALIFYING SPOUSE, commences on the first day of the MONTH, unless SANLAM and the EMPLOYER agree otherwise in the case of a particular FAMILY MEMBER. The insurance of a FAMILY MEMBER who has to be nominated by the INSURED in terms of the Policy, commences on the first day of the MONTH following the date on which the nomination in writing is received by the EMPLOYER, unless SANLAM and the EMPLOYER agree otherwise in the case of a particular FAMILY MEMBER.
- 2.2(2) On the death of the INSURED the insurance of his/her FAMILY MEMBERS in terms of the Schedule ceases at midnight on the last day of the month in which the INSURED dies.

2.3 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 FUNERAL BENEFITS

3.1 Benefits before or on the NORMAL RETIREMENT AGE

- 3.1(1) If an INSURED dies before or on the NORMAL RETIREMENT AGE while he/she is an EMPLOYEE, an amount equal to R50,000 is paid, provided that the amount which is payable is limited as indicated in clause 3.6(2).
- 3.1(2) If a FAMILY MEMBER of an INSURED dies before or on the INSURED'S NORMAL RETIREMENT AGE and while the INSURED is an EMPLOYEE, the amount as indicated opposite the FAMILY MEMBER listed below is paid, provided that the amount which is payable is limited as indicated in clause 3.6(2) and clause 3.6(3), as the case may be:

FAMILY MEMBER	BENEFIT
QUALIFYING SPOUSE	R50,000
QUALIFYING CHILD age 14 years and over	R50,000
QUALIFYING CHILD age 6 years and over but younger than age 14 years	R25,000
QUALIFYING CHILD younger than age 6 years	R12,500
Still-born QUALIFYING CHILD	R12,500
EXTENDED FAMILY MEMBER	R20,000

- 3.1(3) For purposes of the payment of benefits in terms of this clause, other than benefits payable in respect of EXTENDED FAMILY MEMBERS an INSURED whose service is terminated owing to ILL-HEALTH, is still regarded as an EMPLOYEE until-
- (a) he/she reaches the NORMAL RETIREMENT AGE if the EMPLOYER has informed SANLAM in writing of such termination of service and proof of such ILL-HEALTH has been submitted to SANLAM's satisfaction; or
- (b) his/her service is terminated with the EMPLOYER; or
- whichever occurs first.

3.2 Payment of benefit

- 3.2(1) The funeral benefit payable in terms of this Schedule must be paid to the INSURED and if the INSURED is deceased, to the INSURED'S BENEFICIARY and will be paid into a bank account held in the Republic of South Africa in the name of the BENEFICIARY.
- 3.2(2) If there is no BENEFICIARY, or no nomination form in respect of the funeral benefit or a portion of the benefit, the benefit or part thereof must be paid into the estate of the deceased INSURED.
- 3.2(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.
- 3.2(4) At the death of the INSURED the EMPLOYER must provide SANLAM with the nomination form the EMPLOYER has on record.
- 3.2(5) If the funeral 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.

3.3 Notice of claim

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

3.4 General exclusions

Notwithstanding any other provision to the contrary in the Policy, no benefit is paid in terms of this Schedule if the INSURED'S or a FAMILY MEMBER'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.

3.5 Commencement of SANLAM'S liability

- 3.5(1) The benefits described in this Schedule are not payable in regard to an EXTENDED FAMILY MEMBER if he/she dies as a result of natural causes within six MONTHS of the latest date on which the insurance described in this Schedule commences with SANLAM in respect of the particular person concerned.
- 3.5(2) The benefits described in this Schedule are not payable in regard to an INSURED and a FAMILY MEMBER of the INSURED if the INSURED has the option of becoming an INSURED, but has failed to become an INSURED within three MONTHS of becoming entitled to do so, unless the EMPLOYER and SANLAM agree in writing that the INSURED may become an INSURED from a later date. In such case no benefits are payable if the INSURED or his/her FAMILY MEMBER dies as a result of natural causes within six MONTHS of the latest date on which the insurance described in this Schedule commences with SANLAM in respect of the particular person concerned.
- 3.5(3) The benefits described in this Schedule are not payable in regard to an INSURED or a FAMILY MEMBER if the INSURED, on the latest date on which the insurance described in this Schedule commences with SANLAM in respect of 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 the INSURED or the FAMILY MEMBER dies before the INSURED, in the opinion of SANLAM, is capable of resuming his/her normal duties.

3.5(4) If, exclusively by virtue of this clause 3.5, the benefit in terms of this Schedule is not payable in regard to an INSURED or his/her FAMILY MEMBER who

- immediately before the COMMENCEMENT DATE was insured in terms of the insurance which was replaced by the insurance provided in terms of this Schedule; and
- since then has been uninterruptedly insured for the benefit in terms of this Schedule,

but a benefit would have been paid in terms of the replaced insurance had it still applied to the INSURED or his /her FAMILY MEMBER, then SANLAM provides either -

- (a) the benefit in terms of this Schedule; or
- (b) an amount equal to the value, as determined by SANLAM, of the PREVIOUS FUNERAL BENEFIT as defined below,

whichever of the benefits referred to in paragraphs (a) and (b) is, in the opinion of SANLAM, the lesser in the case of the INSURED or his/her FAMILY MEMBER.

PREVIOUS FUNERAL BENEFIT in regard to an INSURED or his/her FAMILY MEMBER means the funeral benefit that would have been paid in terms of the insurance which on the COMMENCEMENT DATE was replaced by the insurance provided in this Schedule, if he/she had remained insured in terms of that insurance.

3.6 Limitations and other conditions regarding the benefits

3.6(1) Notwithstanding any other provision to the contrary in the Policy, no benefits are payable in respect of an INSURED or a FAMILY MEMBER of the INSURED in terms of this Schedule once -

- (a) the EMPLOYER of the INSURED ceases to participate in the Policy; or
- (b) the Policy is cancelled,

whichever event occurs first.

3.6(2) The sum of the total benefits provided in terms of this Schedule at the death of a person who is insured in terms of this Policy, other than a child referred to in clause 3.6(3), may not exceed R100 000, increased annually and automatically with effect from 1 July 2018 by the CONSUMER PRICE INDEX annual inflation rate.

3.6(3) The total amount payable in terms of this Schedule at the death of any child together with any other amount which, to the knowledge of SANLAM or the EMPLOYER, is payable on the death of that child by any insurer or by a friendly society, may not exceed -

- (a) R50 000, if the child is 6 years or older, but is under the age of 14 years; or
- (b) R20 000, if the child is under 6 years of age or a still born QUALIFYING CHILD.

SCHEDULE 4 ABSENCE FROM SERVICE

4.1 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. The INSURED, however, 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 3.4.

4.2 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.

4.3 INSURED in receipt of an income continuation benefit

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

SCHEDULE 5 PREMIUMS

5.1 Premium rates

- 5.1(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.
- 5.1(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.
- 5.1(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 5.1(2) occurred.
- 5.1(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 5.1(3).

5.2 Monthly premiums

- 5.2(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 INSURED. The premiums are laid down by SANLAM from time to time.
- 5.2(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.
- 5.2(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.
- 5.2(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.
- 5.2(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.
- 5.2(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.
- 5.2(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.
- 5.2(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.

5.3 Days of grace

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

SCHEDULE 6 MISCELLANEOUS PROVISIONS

6.1 Unclaimed benefits

6.1(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.

6.1(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.

6.1(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.

6.1(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.

6.1(5) An UNCLAIMED BENEFIT may be reduced by the amount of any reasonable costs incurred by SANLAM in identifying and tracing the relevant BENEFICIARY.

6.1(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.

6.1(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.

6.1(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.

6.1(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.

6.2 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.

6.3 Provision of data

6.3(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.

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.

6.3(2) SANLAM may share such data with any other party that is involved in the insurance in terms of this Policy.

6.3(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 5.1(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 5.1(1).

6.4 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.

6.5 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.

6.6 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.

6.7 Alterations to the Policy

6.7(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.

6.7(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.

6.7(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 6.7(2) above.

6.7(4) SANLAM may not amend the Policy after the PRINCIPAL EMPLOYER has given notice of cancellation of the whole Policy in terms of clause 6.11(1).

6.8 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.

6.9 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.

6.10 Entry of participating employers

- 6.10(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.
- 6.10(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. In such case no benefits are payable if the INSURED or his/her FAMILY MEMBER dies as a result of natural causes within six MONTHS of the latest date on which the insurance described in this Policy commences with SANLAM in respect of the particular person concerned.

6.11 Cancellation and termination of the Policy

- 6.11(1) Save for the circumstances provided for in clause 6.11(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.
- 6.11(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.
- 6.11(3) Any EMPLOYER may cancel its participation at any time by giving SANLAM at least 31 days written notice.
- 6.11(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.
- 6.11(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.
- 6.11(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).

6.12 Territorial limitations

- 6.12(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.
- 6.12(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 responsibility.
- (c) The expected period of stay in the relevant country.

6.12(3) Notwithstanding any provision to the contrary in the Policy, clause 6.12, will also 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.

6.13 Fraud or dishonesty

6.13(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.

6.13(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.

6.13(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.

6.13(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.

6.13(5) Notice of SANLAM's determination of the outcome of the investigation will be communicated to the EMPLOYER.

6.14 Personal Information

6.14(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.

6.14(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.

6.14(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.
- 6.14(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.
- 6.14(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.
- 6.14(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.
- 6.14(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.
- 6.14(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.
- 6.14(9) PERSONAL INFORMATION will be held and used for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 6.14(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.

6.15 Breach notification

- 6.15(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.

6.15(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.