

Personal Funeral Insurance Terms and Conditions

1. A summary of how this insurance policy works

This part is a summary. *You must read the whole document to get the information you need.*

Your policy schedule shows you:

- **The people that are covered on your policy**
They are called the *insured people*. *You* are called the *main insured person* on *your* policy. Go to page 7 to understand who can be *insured people* on this policy.
- **The benefits under this policy and who the *insured people* are for each benefit**
“Benefit” means the type of insurance (e.g. “Funeral Benefit”) and the *benefit amount* for that insurance. Go to page 3 to understand the benefit.
- **The amount that we will pay for each benefit if an *insured person* dies**
This is called the *benefit amount*. *We* will only pay the *benefit amount* if there is a *valid claim*.
- **How much you must pay to us each month to make sure your policy continues**
You must pay the full *total amount* that is in *your policy schedule* to make sure *your* policy does not stop. The *total amount* is made up of:
 - The *premium* for the benefits *you* have chosen and the *insured people* *you* have covered on *your* policy. The amount of the *premium* depends on what benefits and *benefit amounts* *you* choose.
 - The policy fee, which is an extra amount *you* must pay with *your premium* every month.
- **The person who we pay the *benefit amount* to if you die**
This person is called the *beneficiary*.

How to start your policy

This policy starts on the *policy start date* that is in *your policy schedule*, provided that:

- we agree to accept *your* application for this policy; and
- *you* pay the first *total amount*.

How to make a claim

If an *insured person* other than *you* dies, *you* must fill out a form to ask *us* to pay a benefit under this insurance. **If *you* die**, *your beneficiary* or *your estate’s executor* must fill out a form to ask *us* to pay a benefit under this insurance. This is called ‘making a claim’. *We* will only pay a *benefit amount* if *you*, *your beneficiary*, or *your estate’s executor* contacts *us* and makes a *valid claim* after an *insured person* dies. Go to the Information Page on page 16 to find out how *you* or *your beneficiary* must contact *us*.

If an *insured person* other than *you* dies, *we* will pay the *benefit amount* to *you*. **If *you* die**, *we* will pay the *benefit amount* to the *beneficiary* or *your estate’s executor*. *We* do not pay back any amount *you* have paid *us* if there is no claim on this policy.

***We* will tell *you*, *your beneficiary* or *your estate’s executor* what other documents and information to give to *us* when *you*, *your beneficiary* or *your estate’s executor* make a claim.** *We* must receive these documents and information before *we* can decide if *we* will pay the *benefit amount* to *you* or *your beneficiary*.

There are certain times when we will not pay a benefit if an *insured person* dies, for example:

- If an *insured person* dies from a natural cause, we will only pay the *benefit amount* if you had the insurance for that *insured person* for at least 6 months in a row. You must also have paid the *total amount* for at least 6 months in a row. For details, go to page 5.
- If an *insured person* commits suicide, we will only pay a benefit if you had the insurance for that *insured person* for at least 12 months in a row. You must also have paid the *total amount* for at least 12 months in a row. For details, go to page 6.
- If an *insured person* dies from a medical condition that they had before they were insured on this policy, we will only pay the *benefit amount* if you had the insurance for that *insured person* for at least 12 months in a row. You must also have paid the *total amount* for at least 12 months in a row. For details, go to page 6.

If it is a **valid claim**, we will pay the *benefit amount* into your or your *beneficiary's* bank account in 48 hours after we receive all your documentation. If you do not have a *beneficiary*, we will pay the *benefit amount* to your estate.

How to contact us

Go to the Information Page on page 16 to see how to contact us. You can contact us if you need to do any of the following:

- **Ask a question** if there is something about the policy that you do not understand
- **Make a claim**
- **Make a complaint** (go to the Information Page on page 16 to find out how to take a complaint further)
- **Make changes to your policy**, for example:
 - add or remove a benefit
 - change the *benefit amount*
 - change the *insured people*
 - change the *beneficiary*.
- **Stop your policy**

2. What you must give us

Correct and complete information

You must make sure that you give us complete and correct details at all times, for example:

- When you apply for this policy
- When you make changes to your policy
- When you make a claim

You may not give us untrue information or mislead us. If you do not give us information that is true and correct or if you try to mislead us in any way with any information that you give us, we may do one or more of the following:

- refuse to pay any *benefit amount* to you.
- stop the policy from any date we choose.
- stop the policy from the *policy start date*. If we stop the policy from the *policy start date*, we might not pay back anything you have paid to us.
- demand that you pay back any amount that we paid to you under this policy.

We have the right to take legal action against you or your *beneficiary* or your *executor* to get back any amount we pay and any legal costs.

If your personal details change

If there are any changes to the details that you gave us when you applied for the policy, you must let us know of the changes within 30 days of that change happening. If you do not tell us about a change to the original details that you gave us, we might not pay a benefit when you claim or we might stop this policy.

Go to the Information Page on page 16 to see how you can contact us.

3. The benefits for this policy

The Funeral Benefit

We will pay the *benefit amount* if an *insured person* covered by this benefit dies and it is a valid claim.

The “Funeral Benefit” section in the *policy schedule* shows:

- the details of the *insured people* that are covered by this benefit;
- the *benefit amount* for each *insured person* covered by this benefit;
- the *benefit start date* for each *insured person* covered by this benefit; and
- the monthly *premium* for each *insured person* covered by this benefit.

4. What we pay out for this policy

Benefit amounts

Your *policy schedule* shows how much we will pay if an *insured person* dies and there is a *valid claim*. This is called the *benefit amount*. The *benefit amounts* will go up each year. Go to page 4 to understand how the *benefit amounts* go up.

Limits to the benefit amounts

There are limits that apply to the *benefit amount*. These limits are shown in the next sections. The limits apply to the total amount that the *insured person* is insured for.

If *you* claim for more than the limits, we will only pay up to the limit. We may pay *you* back part of *your premiums* if *you* have paid *premiums* for more insurance than the limit.

The limits may go up from time to time, except for any amounts that are restricted by law. If any change to the law requires *us* to decrease or remove benefits because of a change in the law, then we will decrease or remove benefits and change *your premium* from that date.

Limits for this policy

For this policy, we will not pay more than:

- R 50 000 if *you* or *your partner* dies;
- R 20 000 if a *child* dies;
- R 10 000 if a parent dies.

These limits do not apply to the 6% *benefit amount* increases that happen every year as part of *your* policy. Go to page 4 for more details on the 6% benefit increase.

The limits apply to the *benefit amount* at the *benefit start date*.

The limits also apply if *you* want to increase *your benefit amount* later. These limits are the most *you* can increase *your benefit amount* to, taking into account any of the 6% benefit increases that have already happened every year as part of *your* policy.

Limits if you have more than one policy

Insured people can be insured under more than one “Bayport Personal Funeral Insurance Policy” or under a combination of “Bayport Personal Funeral Insurance Policies” and other *Hollard* policies, but there are limits on the *benefit amount* that they can be insured for in total across all their policies with *Hollard*.

No matter how many “Bayport Personal Funeral Insurance Policies” and other *Hollard* policies the *insured person* is covered under, we will not pay more than:

- R 60 000 if the *insured person* is over the age of 18 years; or

- R 30 000 if the *insured person* is under the age of 18 years.

The limits apply to the *benefit amount* at the *benefit start date*. They also apply if *you* want to increase *your benefit amount* later. These limits are the most *you* can increase *your benefit amount* to, taking into account any benefit increases that have happened already.

Limits according to the law

The law of South Africa also restricts the *benefit amount* we can pay from all *Hollard* policies for a child's death. These are called legislative limits and are decided by the South African government:

- If the *insured person* is younger than 6 years old, we cannot pay more than R 10 000 from all *Hollard* policies.
- If the *insured person* is between 6 and 14 years old, we cannot pay more than R 30 000 from all *Hollard* policies.

These legislative limits apply to the *benefit amount* plus any benefit increases.

5. Your payment to us (the total amount)

You must pay the whole *total amount* every month to make sure *your* policy does not stop. The *total amount* is in *your* *policy schedule*. It is made up of:

- The *premium* for all the *insured people's* benefits; and
- The policy fee.

When you must pay us

Your total amount becomes due on the due date in *your* *policy schedule*. *You* must then pay the whole *total amount* on the debit date that is in *your* *policy schedule*.

6. Your benefit amounts and premiums will go up

How much the increases are

As part of the policy, the *premium* and *benefit amounts* go up every year in the same month that *your* policy started. The *benefit amounts* go up by 6% and the *premiums* go up by 10%. We will tell *you* by SMS or by post what *your* new *benefit amount* and *premium* will be 30 days before they go up.

The *premium* and *benefit amounts* go up automatically. These increases are part of the policy. *You* cannot stop the increases.

When the increases stop

As soon as *you* turn 75, the increases will stop for all the *insured people* on the policy. The *benefit amounts* for all the *insured people* will not go up any further.

If an insured parent or partner turns 75 before *you* do, the increases for their benefit will stop. The *benefit amount* will stay the same as it was just before their 75th birthday.

7. How you pay your monthly payment

You must pay *your* *total amount* by debit order from a South African bank account. *You* must tell *us* what bank account to debit from and what day of the month *you* want *us* to debit the account. This is called the debit date. This information is in *your* *policy schedule*.

You must make sure there is enough money in the bank account on the debit date. If there is not enough money in the account, we may try to debit the account again on another day.

8. What happens if you don't pay

We will tell you

We will tell *you* by SMS or by post if *you* are not up-to-date with paying *your total amount*.

We give you extra time (called a “grace period”)

We must receive *your full total amount* on the debit date. If we do not receive *your full total amount* on that day, we will give *you* 30 days of extra time from the due date to catch up any amount that *you* have not paid. The 30 days of extra time that we give *you* to pay is called the “grace period”.

If you have a claim during the extra time (grace period)

During the grace period, we will pay the *benefit amount* if there is a *valid claim*. We will take away the *total amounts* that *you owe us* from the *benefit amount* that we pay to *you*.

If you do not pay within the extra time (grace period)

If *you* do not pay *your total amount* during the grace period, the policy will stop. The stop date will be the last day of the month that we received a *total amount* for. We will tell *you* by SMS or by post if *your* policy has stopped.

9. When we will NOT pay a benefit

If you do not pay your total amount

If *you* miss a *total amount* and *you* do not pay that *total amount* in the grace period, we will stop *your* policy and we will not pay any *benefit amount*.

Before the insurance starts

We will not pay a benefit if the *insured person* dies from an event that happened before the *insured person's benefit start date*.

If you break the law or make a false claim

If any claim is linked to an *insured person* or *beneficiary* or anyone acting for them breaking any law or making a false claim, we will not pay the claim.

We can also stop the policy from any date in the past. We will not pay back any money *you* have paid to *us*.

Death from natural causes in the first 6 months of the policy

If an *insured person* dies from natural causes, we will only pay if *you* have had the insurance for that *insured person* for at least 6 months in a row. The 6 months must be one after another, and must not be interrupted. *You* must also have paid at least 6 *total amounts* for that insurance.

If *your* policy stops and *you restart* it, the 6 months start again on the date that the policy starts again.

If *your* policy stops and *you reinstate* it, the 6 months will apply from the date that the policy was stopped.

If *you* ask *us* to increase a benefit, the whole 6 months will apply to the amount that *you* increase the benefit by. This doesn't apply to the 6% *benefit amount* increases that happen every year as part of the policy.

This section does not apply to:

- A child who dies in the first 6 months of their cover, if the child was added to the policy within 3 months of their birth.
- An *insured person* who dies as a result of an accident in the first 6 months of their cover. An accident means a sudden, visible and external event that nobody could have expected.

Death from suicide in the first 12 months of the policy

If an *insured person* dies from suicide, we will only pay if *you* have had the insurance for that *insured person* for at least 12 months in a row. The 12 months must be one after another, and must not be interrupted. *You* must also have paid at least 12 *total amounts* for that insurance.

This applies if the death of the *insured person* is in any way at all linked to a suicide attempt.

If *your* policy stops and *you* restart it, the 12 months start again on the date that the policy starts again.

If *your* policy stops before 6 months and *you* reinstate it, the original 12 months still applies and will continue as if the policy was not stopped. If *your* policy stops after 6 months and *you* reinstate, then a new 6 months will apply from the date the policy was stopped.

If *you* ask *us* to increase a benefit, the 12 months will apply to the amount that *you* increase the benefit by. This doesn't apply to the 6% *benefit amount* increases that happen every year as part of the policy.

Death from a medical condition that was there before the insurance started

If an *insured person* dies from a medical condition that the *insured person* had before their insurance started, we will only pay if *you* have had the insurance for that *insured person* for at least 12 months in a row. The 12 months must be one after another, and must not be interrupted. *You* must also have paid at least 12 *total amounts* for that insurance.

This applies if the death of the *insured person* is in any way linked to a medical condition that the *insured person* had before their insurance started.

If *you* add a child to the policy within 3 months of their birth, this 12 month period will not apply.

If *your* policy stops before 6 months and *you* reinstate it, the original 12 months still applies and will continue as if the policy was not stopped.

If *your* policy stops after 6 months and *you* reinstate, then a new 6 months will apply from the date the policy was stopped.

If *your* policy stops and *you* restart it, the 12 months will apply from the date that the policy starts again.

If *you* ask *us* to increase a benefit, the whole 12 months will apply to the amount that *you* increase the benefit by. This doesn't apply to the 6% *benefit amount* increases that happen every year as part of the policy.

10. Who receives the benefit amount

If an insured person other than you dies

If an *insured person* other than *you* dies and there is a *valid claim*, we will pay the *benefit amount* to *you*.

If you die

When *you* apply for this policy, *you* must choose who we must pay if *you* die. This person is called the *beneficiary*. The *policy schedule* shows *you* the name of the person who *you* chose to be *your beneficiary*.

You can choose a different *beneficiary* at any time before *you* die. If *you* decide to choose someone else to be the *beneficiary*, *you* must tell *us* who that person is by contacting *Bayport*. Go to the Information Page on page 16 to find out how to contact *Bayport*.

If your beneficiary is under the age of 18 years

If the *beneficiary* is under 18, please tell *us* who the legal guardian is to help *us* pay the claim when *you* die.

If the *beneficiary* is under the age of 18 when *you* die, the money will be paid to the *beneficiary's* legal guardian. The legal guardian must prove to *us* that they are the legal guardian; otherwise *we* will pay the money to the Guardian's Fund.

If there is no *beneficiary* or if the *beneficiary* is not alive when there is a claim, *we* will pay the *benefit amount* to the first of these people that contacts *us* to make a claim:

- *your* partner;
- *your* child;
- *your* parent;
- *your* brother or sister.

The person who makes the claim must be over the age of 18 years. They must also prove to *us* that they are *your* partner, child, parent, brother or sister.

If there is no *beneficiary*, and if *your* partner, child, parent, brother or sister does not contact *us* to make a claim, and someone other than *your beneficiary*, partner, child, parent, brother or sister makes a claim, *we* will pay the *benefit amount* to *your estate*.

11. How long we take to pay

If there is a *valid claim*, *we* will pay the *benefit amount* within 48 hours after *we* receive all the documents that *we* need. *You* or *your beneficiary* must make sure that *we* get all the information *we* ask for.

12. Who can be insured under this policy

People who have a recognised relationship

You must have a recognised relationship with the *insured people*. This recognised relationship is called "insurable interest". It means that *you* will have a financial loss if the *insured person* dies. (For example, *you* will have to pay for their funeral.)

If there is no recognised relationship between *you* and an *insured person*, *we* will not pay any claims for that *insured person*. *We* will stop the insurance for that *insured person*. *We* will only pay back the *premiums* for that *insured person* if there is a separate *premium* for that *insured person*. Otherwise *we* will not give back any *premiums* that *you* have paid.

All insured people must be South African and live in South Africa

To be insured under this policy, an *insured person*:

- Must be a South African citizen or a legal permanent resident of *South Africa*; and
- Must ordinarily live in the Republic of *South Africa*. This means that they must have been living in the Republic of *South Africa* for at least 180 days out of the 12 months before a claim.

An *insured person* will still be insured under this policy if they leave the borders of *South Africa* for less than 3 months in a row. They will not be insured if they are outside of *South Africa* for longer than 3 months in a row.

The number of insured people

The number of *insured people* depends on the benefits that *you* choose. The most people that *we* will insure on each policy is:

- 1 *main insured person (you)*
- 1 partner
- 5 children
- 4 parents

Age of the main insured person

You, the person who has taken out this policy, are the *main insured person*. *You* must be 18 years or older, and not older than 65 years, to take out this policy.

Your partner

Your partner can be insured on this policy if he or she is 18 years or older and not older than 65 years when the insurance for your partner starts. We will only insure one partner on each policy.

A partner is a person that:

- You are legally married to, either by marriage, civil union, customary law, or Asiatic religious law; or
- You live with as if you are married. You must intend to stay together, and you must have lived together for at least 12 months in a row before you can claim a benefit. We recognise same-sex and man-woman relationships equally.

When you claim, we will ask you to prove that a person is your partner.

Your children

You can insure up to five of your or your partner's children on this policy.

A child must be under the age of 21 when their insurance starts. A child may be any of the following:

- A biological child, including a still-born child after 28 weeks of pregnancy, as long as the pregnancy was not ended by you or your partner's choice; or
- A step child; or
- An adopted child; or
- A child that you or your partner are the legal guardian of; or
- A grandchild if both that child's parents have died, or if that child is dependent on you or your partner. We can ask you to prove that the child is dependent on you or your partner.

When you claim, we will ask you for proof that a person is your child.

We will insure children on your policy until their 21st birthday. We will not insure a child if they are married. Insurance for a child stops if the child gets married.

We will insure the following unmarried children on your policy until they are 25:

- A full-time student at an educational institution that is registered with the Department of Education; or
- A mentally disabled child; or
- A permanently and totally physically disabled child.

When you claim, you will have to give us proof of the above situations.

Your parents

Parents can be insured on this policy if they are 18 years or older and not older than 75 years when their insurance starts. We will only insure up to 4 parents on each policy.

A parent is a person that is:

- Your or your partner's birth father or birth mother;
- Your or your partner's adoptive father or adoptive mother;
- Your or your partner's former legal guardian; or
- Your or your partner's stepfather or stepmother.

Adoptive means people who are in that relationship to you or your partner because of legal adoption.

When you claim, we will ask you for proof that a person is your parent.

13. When your insurance ends

When the policy stops

The policy stops when any of the following happens:

- *You* die; or
- *You* do not pay *your total amount* within the grace period; or
- *We* or *you* stop the policy.

When the policy stops, the insurance for all the *insured people* on the policy stops.

When *your partner's* cover stops

Your partner's cover stops when any of the following happens:

- *We* pay *your partner's benefit amount*, or
- *You* ask *us* to stop the cover for *your partner*; or
- The policy stops.

If there is a separate *premium* for *your partner*, the *premium* for *your partner* will stop when their cover stops.

When *your parent's* cover stops

Cover stops for a parent when any of the following happens:

- *We* pay the *benefit amount* for that parent; or
- *You* ask *us* to stop the cover for that parent; or
- The policy stops.

The *premium* for that parent will stop when their cover stops.

When *your children's* cover stops

A child's cover stops when any of the following happens:

- *We* pay the *benefit amount* for that child; or
- The child turns 21 and the child is not a full-time student at a registered educational institution, mentally disabled or physically disabled; or
- The child turns 25 and the child is a full-time student at a registered educational institution, mentally disabled or physically disabled; or
- The child gets married; or
- *You* ask *us* to stop the cover for *your child*; or
- The policy stops.

If there is a separate *premium* for the child, the *premium* for the child will stop when their cover stops.

What happens if *you* die

If *you* die, this policy ends and the insurance for all the *insured people* on the policy stops.

If *you* have a partner insured on the policy, *your partner* can choose to keep the policy and continue the insurance for all the *insured people*. To do this, *your partner* must tell *us* by phoning *us* or writing to *us* within 3 months of *your* death. *We* will tell *your partner* how much they will have to pay each month to keep the policy. *Your partner* will then become the *main insured person* on this policy

Your partner can only continue the policy if *your partner* is insured under this policy at the time of *your* death, and if each other *insured person* is either a parent or child of *your partner*.

14. How the policy works

Starting the policy

This policy starts on the *policy start date* that is in *your policy schedule*, provided that:

- *We* agree to accept *your* application; and

- We receive your first *total amount*.

Changes to the policy

We can change the amount you must pay

We can increase the *premium* that you must pay for your policy from time to time. This will happen if our experience on the “Bayport Personal Funeral Insurance Policies” is very different to what we expected when we originally worked out the *premiums* for these policies. This increase is on top of the 10% *premium* increase that happens every year as part of your policy.

We can also increase the policy fee every year.

We will tell you by SMS or by post 30 days before the *premium* or policy fee goes up what the new amount will be.

We can change the policy

We can change the conditions of this policy at any time. None of the changes that we make will affect the insurance that you already had under this policy before the date changes are applied. We will let you know in writing of any changes that we make to this policy. You can then decide if you want to stop the policy or continue it with the changes.

Changes you can make to the policy

You can make the following changes to your policy:

- your contact information
- your banking details
- your *beneficiary* details
- stop cover

You must contact us to ask us to make a change to your policy. Go to the Information Page on page 16 to see how you can contact us.

If you make changes, there may be a fee

We may ask you to pay an administration fee if you ask us to make any changes to the policy. We will tell you what the amount of the administration fee is when you ask us to make the change.

Stopping the policy

If you change your mind within 30 days of receiving this document

You have 30 days from the day that you receive this document to decide whether to keep the policy. If you decide that you do not want the policy, you can stop the policy by phoning us or writing to us during those 30 days.

If you stop your policy during this 30-day period, we will pay back any amount that you paid us during that time. We will only do this if you have not made a claim, or if we have not made a payment to you. If you stop the policy, you will not be able to make a claim for a death that happened during the 30 day period.

If you or we stop this policy

You can stop this policy at any time by giving us 30 days’ notice by phoning us or by writing to us. We can stop this policy at any time by giving you 30 days’ notice in writing.

If the policy is stopped, and you have paid your *total amount* for a period after the policy ends, we will pay back the *total amount* that you paid to us for the period after the policy was stopped.

If you change your mind within 30 days of you stopping the policy

If *you* change *your* mind after *you* ask *us* to stop the policy, *you* must tell *us* by phoning *us* or writing to *us*. *You* must do this in the 30 days after *you* told *us* to stop *your* policy.

You must pay any *total amounts* that *you* missed since *you* asked *us* to stop the policy.

Reinstating the policy

You can *reinstate your* policy if:

- The policy ended because *you* did not pay *your total amount*; and
- Not more than 2 months have passed since the end of *your* grace period.

If *you* want to *reinstate your* policy, *you* must let *us* know by phoning *us* or by writing to *us*. Go to page 14 to understand what “reinstate” means

You will have to pay the *total amounts* for the time from when the policy ended, to the date that *you* ask *us* to *reinstate* the policy.

We will not pay for claims for a death that happened during the period that *you* did not pay *your total amounts*, unless the death occurred during a grace period.

When *you* *reinstate your* policy:

- If an *insured person* dies from a natural cause or from suicide, the terms and conditions on page 5 will apply.
- If an *insured person* dies from a condition that existed before the insurance is *reinstated*, the terms and conditions on page 6 will apply.

Restarting the policy

“Restart” means to ask *us* to start *your* policy again after it has been stopped.

You can *restart your* policy if:

- The policy ended because *you* did not pay *your total amount*; and
- Not more than 2 months have passed since the end of *your* grace period.

If *you* want to *restart your* policy, *you* must let *us* know by phoning *us* or by writing to *us*.

If *we* agree to *restart your* policy, it will *restart* after *you* pay *your total amount*.

You will not have to pay the *total amounts* for the time from when the policy ended, to the date that *you* *restart* the policy.

We will not pay a claim for a death that happened during the period that *you* did not pay *your total amounts*, unless the death occurred during the grace period.

When *you* *restart your* policy:

- If an *insured person* dies from suicide or from natural causes, the terms and conditions on page 5 will apply.
- If an *insured person* dies from a condition that existed before the insurance is *restarted*, the terms and conditions on page 6 will apply.

15. General terms and conditions

You cannot give your rights under this policy to anyone else

You cannot give *your* rights under this policy to another person. The amount that *we* will pay under this policy can only be paid as explained on page 6. If *you* try to give the rights in this policy to another person, *we* will not recognise that contract. (This type of contract is known in law as a cession.) *We* will continue *our* contract with *you* as if *you* had not made a contract with someone else.

We will only pay a benefit amount if we decide that it is a valid claim

We will pay a benefit if we are sure that *you* have a *valid claim*. We have the right to assess all claims made under this policy to make sure that it is a *valid claim*.

Interest

The amount that we pay under this policy will not have interest added to it.

You do not get anything back when the policy ends

We will not pay any amount back to *you* if *you* stop this policy unless *you* stop within the first 30 days after *you* received this document.

The law

The law of *South Africa* applies to this policy. Any dispute under this policy will be heard in the courts of *South Africa*. A dispute is when *you* do not accept a decision we make about this policy or a claim.

Currency of payments

We only pay into a South African bank account. Any payment that we make will be in South African Rand, and we only accept *total amounts* if they are paid in South African Rand.

If we make a mistake on your policy

If we make a mistake on *your* policy, but we treat *your* policy in the same way that we would have treated it if we had not made the mistake, we will not stop *your* policy.

If we make a mistake on *your* policy and because of this mistake we treat *your* policy incorrectly, then we can stop the policy from the *policy start date* and pay back the *total amounts* you have paid.

You agree that we can share your private information

Insurance companies need to share claims and personal information including credit information with each other. This is so that the insurance companies can make a fair assessment and decision about who they can afford to insure and how much they can afford to pay out. It is also to prevent fraudulent claims.

When *you* apply for this policy, *you* give us the right to share *your* personal details and insurance information that *you* give us for any insurance policy or claim with other insurance companies. *You* also give us the right to share the personal details and insurance information of any other person that *you* represent or add as an *insured person* on this policy.

We can share your information with others after this policy ends

We are allowed to share *your* information with other insurance companies, even if this policy ends for any reason.

Terms and conditions

You and the other *insured people* insured under this policy, or anyone acting on *your* or their behalf must comply with all the terms and conditions of this policy. We will not pay any amount under this policy unless *you* and they do so.

16. Making a claim

Who makes the claim

If *you* have a claim on this policy, *you*, the *beneficiary* or the *executor of your estate* or anyone acting on *your* or their behalf must send the claim to us. The *executor of your estate* is the person that must deal with the distribution of *your estate* after *you* die. *Your estate* is all the money, property and things that *you* own at the time that *you* die.

You, your beneficiary or the executor of your estate must send the claim to us in writing with full details as soon as possible after the death. Go to the Information Page on page 16 to see how to contact us.

You must give us all the information that we need from you when you claim

We will ask for full details of your claim. We will not pay any amount if you, your beneficiary or the appointed executor does not give us the documents, information or medical records that we need to make sure you have a valid claim. You, your beneficiary or the appointed executor must make sure that we get all the information that we ask for. You, your beneficiary or the executor must pay the costs to get the information to us; for example postage, courier or delivery.

If we need more information than what was given to us, you give us the right to contact any person we think necessary to get the information from them, including a doctor or hospital. You allow any person who we contact, to give us the information that we need.

Time limit: 180 days

You, your beneficiary or executor has 180 days from the date of an insured person's death to tell us about the claim. If you, your beneficiary or executor do not tell us of the death during the 180 days after an insured person's death, we do not have to pay the claim.

Once we pay a claim, our duties under this policy come to an end

If we pay any benefit amount for a claim under this policy, we will have satisfied our responsibilities for that benefit. That means we will not owe any more money for that claim.

If we do not pay a claim

If we are not going to pay a benefit amount for a claim, we will send a "rejection letter" to you or your beneficiary or executor to explain why we will not pay the claim. You or your beneficiary or executor can let us know if they don't agree with our decision.

You or your beneficiary or executor must let us know that you or they disagree with us by writing a "complaint letter" to us. You or Your beneficiary or executor must send the complaint letter to us not more than 90 days after you or they received the rejection letter from us. You or Your beneficiary or executor must send your or their complaint letter to:

Hollard Life Claims Manager, PO Box 87428, Houghton, 2041

Fax: 011 351 3003

If you or they are still not happy, you or they can send a letter to the Ombudsman for Long Term Insurance. The address is:

The Ombudsman for Long Term Insurance, Private Bag X45, Claremont, 7735

Telephone number: 021 657 5000

Fax number: 021 674 0951

If you, your beneficiary or executor is still not happy with the decision, you or they can take legal action against us to enforce the claim. To take legal action, you or they must go to a lawyer. The lawyer must give a document to the sheriff of the court, who must deliver the document to us. This is called serving a summons on us. You or Your beneficiary or executor must have the summons served on us not more than 270 days after you received the rejection letter. If you, your beneficiary or executor does not serve the summons in time you or they will lose any amount that we may have had to pay for that claim. We will no longer owe any money for that claim.

17. How to contact us

Go to the Information Page on page 16 to see how you can contact us. When you phone us, we will record the conversation that you have with us. If you phone us, we might tell you that we need you to write to us in that particular situation instead. You must then send us a written letter of what you want to tell us. If this policy says that you must write to us in a particular situation, then that is how you must contact us.

18. Important words used in this policy (definitions)

In this policy we use certain words that have a very specific meaning. These words are in italics (*italics looks like this*). The list below gives the meaning of those important words.

“**beneficiary**” is the person that *you* decide will get the money when *you* die. The *policy schedule* shows who the *beneficiary* is.

“**benefit amount**” means the amount that *we* will pay if an *insured person* dies and there is a *valid claim*. The *benefit amount* for each *insured person* and each benefit is in *your policy schedule*.

“**benefit start date**” means the date that an insured person’s cover starts for that benefit. Go to *your policy schedule* to see the *benefit start date*.

“**Bayport**” means Bayport Financial Services 2010 (Pty) Ltd. *Bayport* is the company that sells and manages the policy on behalf of *Hollard*.

“**doctor**” means a medical doctor registered with the Health Professions Council of South Africa and who is qualified to practise medicine and surgery.

“**estate**” means all the money, property and things that a person owns at the time of their death.

“**executor**” means the person that deals with the distribution of *your estate* after *you* die. The *executor* will do this according to *your will*. If *you* do not have a will, the *executor* will manage *your estate* according to the law.

“**Hollard**” means Hollard Life Assurance Company Limited (Registration number 1993/001405/06). *Hollard* is the insurance company that is behind this policy. *Hollard* is a registered insurance company and a licensed financial services provider.

“**insured person**” or “**insured people**” means *you*, *your partner*, parents and children, who *you* have insured under this policy. *Your policy schedule* will show who the *insured people* are.

“**policy schedule**” is the document that shows the information about *your policy*, like who the *insured people* are and what the *benefits*, *premiums* and *benefit amounts* are for each *insured person*.

“**policy start date**” means the date that the policy starts, provided that *we* approve *your* application for this policy and that *you* pay the first *total amount*. Go to *your policy schedule* to see the *policy start date*.

“**premium**” means the amount *you* have to pay to *us* every month for the insurance benefits under this policy.

“**reinstate**” means to start *your policy* again after it has stopped, from the date that the policy stopped. *You* will need to catch up on all of the *total amounts* that *you* have not paid.

“**restart**” means to ask *us* to start *your policy* again after it has been stopped.

“**South Africa**” means the Republic of South Africa

“**total amount**” is what *you* must pay *us* to make sure *your policy* does not stop. Go to *your policy schedule* to see how much *your total amount* is. It is made up of:

- the *premiums* for all the *insured people*’s benefits; and
- the policy fee.

The premium increases every year by 10%. The policy fee will increase each year.

“**valid claim**” is a claim that *we* agree to pay once *we* have decided that:

- *We* have got all the information *we* need about the claim; and
- The facts of the claim are in line with what is allowed in this policy; and
- *You* have acted in line with the terms and conditions in this policy.

“**we**” and “**us**” and “**our**” means *Hollard* and *Bayport*.

“you” or “your” or “main *insured person*” means the person who has taken out this policy and who is shown as the *main insured person* on the *policy schedule*.

INFORMATION PAGE

This information sheet gives *you* important information about *your* policy. It is not part of the policy wording. It is given to *you* for information only.

About the policy

This is a funeral insurance policy. The policy wording sets out the details of the benefits. For information about when and how much *you* must pay and what will happen if *you* do not pay, *you* can read the policy wording. If *you* want details of the terms and conditions of this policy, *you* must read the full policy wording.

How to claim

Phone *Bayport* to get a claim form

When there is a claim *you*, *your beneficiary* or *executor* must phone *Bayport* on 0861 229 7678 to get a claim form. *We* will tell them what other documents *we* need from them.

Complete the claim form and attach the other documents *we* need

Fill in the claim form and sign it, and send it to *us* with all the other documents *we* ask for.

To make sure *we* can pay the claim as quickly as possible, please read the claim form carefully for any extra requirements.

Send *Hollard* the claim

You, *your beneficiary* or *executor* must then send all the documents to *Hollard*:

Hollard Life Assurance Company Limited – Claims Division
PO Box 87428
Houghton
2041

Toll-free number: 0800 252 467
Fax: 011 351 3003

Hollard will carefully review the documents for the claim, and will tell *you*, *your beneficiary* or *executor* if there are any problems.

We will only accept original documents. *You*, *your beneficiary* or *executor* can fax the documents so that the claims department can start processing the claim, but remember that *we* must receive the original documents before *we* will pay a claim.

If *we* ask for a certified copy of a document, it means *you*, *your beneficiary* or *executor* must make a photocopy of the document and take it with the original document to a lawyer, accountant, bank manager or police station. Ask for a person known as a Commissioner of Oaths to stamp the copy to say it is a true copy of the original.

We have the right to see all documents relating to the policy. *We* will tell *you*, *your beneficiary* or *your executor* if there are any problems with the documents.

Important information about *your* contract

There is certain information that we must give *you* in terms of the law. This part of the document contains that information.

About Bayport

Bayport Financial Services 2010 (Pty) Ltd ("Bayport") is the company that sells and manages the policy on behalf of Hollard. Bayport is a licensed Financial Services Provider (FSP Number 42380) that is allowed to sell long-term insurance products.

Bayport has professional indemnity and fidelity insurance.

Bayport does not hold more than 10% of *Hollard's* shares.

Bayport does not receive more than 30% of total remuneration from *Hollard*.

To make changes to *your* policy, ask a question, get a claim form or stop *your* policy, contact *Bayport*:

Postal address Postnet Suite 116, Private Bag X43, Sunninghill, 2157
 Physical address 23A 10th Avenue, Rivonia, 2128
 Telephone 0861 229 7678
 Email clientservice@bayport.co.za
 Fax 0866 338 089

About *Hollard* – the insurance company

Hollard Life Assurance Company Limited (Reg. No 1993/001405/06) ("*Hollard*") is a registered insurer and a licensed Financial Services Provider (FSP) that is allowed to sell long-term insurance products. *Hollard* has professional indemnity and fidelity insurance.

Physical address 22 Oxford Road, Parktown, 2193
 Postal address PO Box 87428, Houghton, 2041
 Telephone 011 351 5000
 Fax 011 351 3139

How to complain

	For complaints about:	For complaints about:	For complaints about:
	<ul style="list-style-type: none"> How the policy was sold Information <i>you</i> got from <i>Bayport</i> 	<ul style="list-style-type: none"> The policy Information from <i>Hollard</i> 	<ul style="list-style-type: none"> How a claim is handled A claim that is rejected
Step 1 Who to contact if <i>you</i> have a complaint	Bayport Financial Services Postnet Suite 116, Private Bag X43, Sunninghill, 2157 Tel: 0861 229 7678 Fax: 086 632 5138 Email: clientservice@bayport.co.za	Hollard Life Policy Administration PO Box 87428, Houghton, 2041 Tel: 0800 601 016 Fax: 011 351 3818	Hollard Life Claims Manager PO Box 87428, Houghton, 2041 Fax: 011 351 3003
Step 2 Who to contact if <i>you</i> are not happy with the outcome of Step 1	Bayport Compliance Officer Compli-Serve Gauteng (Pty) Ltd 25 Second Avenue, Harfield, 7700 PO Box 2358, Clareinch, 7740, Tel: 0861 273 783 Fax: 012 674 2821	Hollard Life Compliance Officer PO Box 87428, Houghton, 2041 Fax: 011 351 8035	Ombudsman for Long-Term Insurance, Private Bag X45, Claremont, 7735 Tel: 021 657 5000 Fax: 021 674 0951
Step 3 Who to contact if <i>you</i> are not happy with the outcome of Step 2	FAIS Ombudsman P.O Box 74571, Lynwood Ridge, 0040 Tel: 0860324766 or 0124709080 Fax: 012 348 3447 Email: info@faisombud.co.za	Ombudsman for Long-Term Insurance, Private Bag X45, Claremont 7735 Tel: 021 657 5000 Fax: 021 674 0951	<i>You</i> can take legal action to enforce the claim by going to a lawyer. The lawyer must serve a summons on <i>Hollard</i> not more than 270 days after <i>you</i> received the claim rejection letter.