

## **BEST DEBT FUNERAL POLICY WORDING**

### **DEFINITIONS**

**Accident** means a sudden, uncertain, and fortuitous event which happens at an identifiable time and place, independent of any other cause, with visible consequences and results in death.

This does not include sickness or disease or any naturally occurring condition or degenerative process. Self-inflicted injury and suicide are excluded from this definition. Accidental has a corresponding meaning.

**Accidental Death** means Bodily Injury which (directly and independently of all other causes) results in a Claim Event from Bodily Injury and shall exclude Natural Death.

**Administrator** means Best Debt Finance (Pty) Ltd an authorized FSP – 46205.

**Age limitations** means that the Principal Member and Spouse must be over the age of 18 (eighteen) and below 65 (sixty-five) at the time of application.

**Applicable Laws** means the Insurance Act 18 of 2017 and/or the Long-term Insurance Act 52 of 1998, the Policyholder Protection Rules (Long-term Insurance) 2017, and the Protection of Personal Information Act 4 of 2013, and any Protection of Personal Information Act 4 of 2013 and any other legislation relating to or regulating the protection or processing of data of Personal Information, direct marketing or unsolicited electronic communications and which may be applicable in the Republic of South Africa from time-to-time.

**Assistance Services** means the non-underwritten services provided by Silo Underwriting Managers (Pty) Ltd through dedicated service suppliers and are not provided by the Insurer. The Assistance Services are not regulated in terms of the Financial Advisory and Intermediary Services Act (“FAIS Act”) and therefore, you are not afforded the same protections which apply in respect of financial products or services which are regulated in terms of the FAIS Act.

**Beneficiary** means the person nominated by the Policyholder to whom the Policy Benefits will be paid by the Insurer upon the death of the Policyholder. Where a Beneficiary nomination is not received, the Benefit will become payable to the surviving Spouse or to the deceased estate. The Principal Member will be the Beneficiary in respect of death of any Dependent.

**Benefit** means the Benefit payable on the occurrence of a death of an Insured under this Policy.

**Bodily Injury** means physical bodily injury to an Insured caused by an Accident. Bodily Injury shall be deemed to include death by starvation, thirst, and/or exposure to the elements.

**Child** means up to 4 (four) nominated unmarried, dependent children. This will include natural children, legally adopted and stepchildren of the Principal Member/Spouse who are under 21 (twenty-one) years of age. The age limit may be extended to 25 (twenty-five) should the child be a full-time student financially dependent on the Principal Member. There is no age limit for mentally/physically challenged children whilst they are wholly dependent on the Principal Member/Spouse. The administrator must be advised of all newborn children to be added to the Policy within 90 (ninety) Days of their birth, failing which they will not be covered under this Policy.

**Claim** means, unless the context indicates otherwise, a demand for Policy Benefits by a Claimant in relation to this Policy, irrespective of whether or not the Claimant’s demand is valid, made by submitting a completed claim form with supporting documents to the Administrator.

**Claimant** means the person who makes a Claim in relation to this Policy and is either the Beneficiary or the Principal Member or in the absence of a Beneficiary nomination, will be the surviving Spouse or the deceased estate.

**Claim Event** means the insured risk covered under this Policy, namely the death of an Insured.

**Cooling off Period** means a period of up to 31 (thirty-one) Days from the date of receipt of the Policy documentation or within 31 (thirty-one) Days from the Entry Date within which you may cancel this Policy in writing at no cost to yourself, provided that no Benefit Amount has yet been paid or claimed or the Claim Event insured against has not yet occurred, by giving notice to the Administrator and any Premium paid will be refunded in full.

**Day** means a 24 (twenty-four) hour period and Days has a corresponding meaning.

**Dependant** means a person who is financially reliant on the Principal Member and in whose life the Principal Member has an Insurable Interest. For the purposes of this Policy, this shall mean the Spouse and Children of the Principal Member.

**Entry Date** means the date on which the insurance cover for Benefits commenced and is dependent on the Insurer being in receipt of the first premium payment. Entry Date shall also mean the date on which a Dependant was added onto the Policy.

**Exclusion** means the losses or risk events not covered under this Policy. Should a Claim arise from an exclusion the Claim will be Repudiated.

**Existing Policy** means a Policy entered into before the date on which the relevant rule takes place and refers to a similar Policy with another insurer in existence at least 90 (ninety) Days before the Entry Date of this Policy and which relates to the enforcement of any Natural Death Waiting Period. If this Policy is a replacement for an Existing Policy and where the Waiting Period for Natural Death had already expired at the Entry Date of this Policy, then no Waiting Period for Natural Death will be applied and be waived completely.

**Insured/you** means the Principal Member and all other nominated Dependents, where applicable, as specified on the application form that has been accepted by the Insurer and on the Policy, Schedule issued by the Administrator confirming cover is in place.

**Insurer/We** means a licensed life insurer in terms of the Insurance Act 18 of 2017, namely Guardrisk Life Ltd, an authorised financial services provider, with Registration Number 1999/013922/06 and FSP Number 76.

**Insurable Interest** means the loss suffered by you on the death of an Insured on whose life you have an interest to insure, and, on whose death, you will require the Benefit under the Policy to cover such loss.

**Misrepresentation** means the conscious decision to provide inaccurate information in relation to any personal details or medical history or to change the true facts to mislead an interested party. This shall also mean the failure to disclose material information at the date of application that had the Insurer been aware of would have resulted in the Policy not being issued.

**Natural Death** means death is not Accidental, is one that is primarily attributed to an illness, or an internal malfunction of the body not directly influenced by any external forces.

**Period of Grace** means a period of 31 (thirty-one) Days, after the Premium payment date where the cover is still in force, but the Premium has not been paid. If any Claim Event occurs during this period which results in a valid Claim, the unpaid Premium/s will be deducted from any Benefit paid. Failure to pay the Premium/s by the expiry of this period will result in the Policy lapsing and all Benefits will cease. A Claim Event that arises in the period after the Policy has lapsed will not be covered.

**Personal Information** means personal information as defined in the Protection of Personal Information Act 4 of 2013.

**Policy** means a legal document that has terms and conditions that binds the Principal Member and the Insurer. This includes the declarations made at application stage and any other supporting information and endorsements which may also form the basis of the contract between the Policyholder and the Insurer.

**Policy Schedule** means the membership certificate confirming the details of the plan type selected, the Principal Member, and Dependents, the Premium and Benefit amount, the Entry Date, and the Beneficiary nomination.

#### **Premiums**

All Premiums are payable monthly by the Principal Member. The Period of Grace allowed for payment of the Premiums is 31 (thirty-one) Days commencing on the first Day of the month in which the Premium is due. If the Premiums are not paid by the expiry of the Period of Grace, the Policy will lapse. Failure to pay the Premium/s will result in your Policy being cancelled and cover ceasing. Upon cancellation all Benefits will cease, and no cover will remain in force. If a Claim Event arises during the Period of Grace, the claim will still be considered and if valid, will be paid less the outstanding Premium/s. No Claim will be considered should a Claim Event occur after the Policy has been cancelled.

Premiums are reviewed annually and any changes to the Premium rate will be communicated in writing to You no less than 31 (thirty-one) days prior to the increase taking effect.

The Insurer will not change or Vary the Premium rate during the first 12 (twelve) months after the Entry Date of the Policy unless there are reasonable actuarial grounds to change or Vary the Premium rate or when the Variation will be to the benefit of the Principal Member. After the first 12 (twelve) months, the Insurer reserves the right to review and change the Premium and cover annually. Any changes to the Premium rate will be notified to the Principal Member 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate details of the reasons for the change to the Premium rate and will afford the Principal Member with reasonable steps, such as an option to terminate the Policy, to mitigate the impact of the increase on the Principal Member. The Premium rates may be amended or changed, based on the following factors: past and future expected economic factors (for example, but not limited to, interest rates, tax and inflation), past and future claims experience, past and future expected lapse experience, past and future expected mortality experience, expected future reinsurance, any regulatory and legislative changes impacting this Policy or any other factor impacting the Premium that the Insurer deems material at the time.

**Principal Member/Policyholder** means any person who has completed an application form and has been admitted to membership of this Policy and is allowed to elect participation in the Policy, in accordance with the eligibility conditions as stated in the Policy Schedule, and who is over the age of 18 (eighteen) but has not yet reached the age of 65 (sixty-five) years of age at the Entry Date. This is also the person responsible for payment of the monthly Premium.

**Repudiate** in relation to a Claim means any action by which the Insurer rejects or refuses to pay a Claim or any part of a Claim, for any reason, and includes instances where a Claimant lodges a Claim-

- i) in respect of a loss event or risk not covered by this Policy;
- ii) in respect of a loss event or risk covered by this Policy, but the Premium or Premiums in respect of this Policy are not paid;
- iii) but the death has resulted from an Exclusion.

“Repudiation” and “Repudiated” shall have a corresponding meaning.

**Spouse** means the person married to the Principal Member by law, tribal custom, or Tenets of any Religion; and shall include a common law husband/wife of the Principal Member or such person residing with the Principal Member, who is normally regarded by the community as the Principal Member’s husband/wife. A person of the same gender residing with the Principal Member who is regarded by themselves and the community as a common law couple shall also be regarded as a Spouse in terms of this Policy. Insurance cover for the Spouse shall cease upon the divorce and/or the permanent separation of the Spouse from the Principal Member. The cessation of insurance cover shall be on the earliest of the separation date or the date of the final divorce order. Only 1 (one) legal or common law husband/wife of the Principal Member will be allowed at any time. Cover for such person will cease upon divorce or upon the permanent separation from the Principal Member.

#### **Territorial Limits**

All Principal Members and Dependants must reside in the Policy Territorial Limits which is restricted to within the borders of the Republic of South Africa, subject to an Insured travelling for a maximum of 4 (four) weeks only outside the RSA territory per year.

**Unnatural Death** means death as a result of suicide or any self-inflicted injury.

**Unclaimed Benefits** means a valid and approved Claim where payment cannot be made to the Principal Member or Beneficiary within 3 (three) months of the Claim having been approved because the Principal Member/Beneficiary is unknown or is not contactable. In other words, the Principal Member /Beneficiary cannot be located, his/her emails are undelivered, his/her post is returned and/or his/her contact number is no longer in use. It is a Claim that is known to us and has been reported, assessed, proven valid and approved.

**Variation** means any act that results in a change to: the Premium; any term; any condition; any Policy Benefit; any Exclusion; or the duration of the Policy, ‘Vary’ or ‘Variations’ shall have a corresponding meaning.

**Waiting period** means a period starting from the Entry Date, during which no insurance cover is in place.

There is no Waiting Period for Accidental Death, and your Policy will be in force immediately from your Entry Date/first Premium payment. There is a 6 (six) months Waiting Period from the Entry Date in respect of Natural Death. There is 12 (twelve) months waiting period in respect of Unnatural Death. Any Claim arising during and within the Waiting Period will not be covered and will remain uncovered even after the Waiting Period has expired.

Should the Principal Member or any other Insured having been insured on a similar policy with another insurer for more than 31 (thirty-one) Days before the Entry Date and such similar policy is being replaced with this Policy then no Waiting Period for Natural Death and Unnatural Death will be imposed provided that the previous Waiting Period on the similar Policy with the alternate insurer had already passed and proof of such policy is provided. If no such cover was in place by the Entry Date, the full Waiting Period for Natural Death and Unnatural Death will apply for all lives insured. Any unexpired part of the previous Waiting Period will be applicable upon the Entry Date of this Policy.

#### **Cancellation**

Your Policy will be **CANCELLED**, and you will have **NO COVER** if:

1. You do not pay your monthly premium (after the expiry of the Period of Grace);
2. You give 31 (thirty-one) Days’ notice to the Administrator to cancel;
3. We give you 31(thirty-one) Days’ notice of our intention to cancel for whatsoever reason;
4. The Principal Member has died.

Notwithstanding anything to the contrary in this Policy, You are entitled to cancel this Policy within the initial Cooling-off Period, which is the 31 (thirty-one) Days from the date You receive this Policy document, or from a reasonable date on which it can be deemed that You received this Policy document or from the Entry Date of the Policy, provided that no Benefit has yet been paid or claimed or the Claim Event insured against has not yet occurred, by giving Us notice and any Premium paid will be refunded in full. Any cancellation after the initial 31 (thirty-one) Day Cooling-off Period from the Entry Date will not attract a refund of any Premiums paid.

A cancellation request can be sent to the Administrator details below and we may also be contacted on 012 664 3118.

The Insurer may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other action considered necessary in order to comply with the law and prevent or stop any undesirable or criminal activity.

#### **PLEASE NOTE:**

1. Any question of law arising under this scheme shall be decided according to the laws of the Republic of South Africa.
2. This Policy includes a 10% binder fee forming part of the Premium payable monthly to the Underwriting Manager.
3. You cannot cede the rights of this Policy to anyone else.
4. We are not obliged to accept late Premiums and this will be accepted at our sole discretion.
5. This policy acquires no surrender, paid up or loan values.
6. In the event that a Claim is repudiated, we will provide you with the reason and you will have 90 (ninety) Days from that date to make representation/objection to the Insurer. If we have not changed our decision, you have a further 180 (one hundred and eighty) Days to issue summons, otherwise you forfeit the Claim and we shall have no further liability in terms of the Claim.

#### **SIGNING OF INCOMPLETE DOCUMENTS**

For your own protection please be aware that you must not sign any incomplete written or printed application forms.

#### **RESPONSIBILITY FOR CORRECTNESS AND COMPLETENESS OF INFORMATION**

Please note that in respect of any application, proposal, order, instruction or other contractual information that is required to be completed for, or submitted to a product supplier by or on your behalf that relates to the purchase of or investment in any financial product, including any amendment thereof or Variation thereto, all material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by you or on your behalf are your own responsibility.

#### **GENERAL TERMS AND CONDITIONS**

The Principal Member may not cede the Benefit and any cession shall be null and void.

Each Principal Member must complete an application form and nominate his/her Beneficiary.

Benefits cease upon the death of the Principal Member or his/her written instruction to terminate the contribution and Benefits or in the case of non-payment of the monthly Premium.

#### **VARIATIONS**

No variation to this Policy will be binding on the Insurer unless made in writing and signed by a duly authorized officer of the Insurer and confirmed thereafter by payment of the Premium whether varied or not. No act or omission to act by the Insurer or any officer or employee of the Insurer shall be deemed to be a representation on behalf of the Insurer upon which the Insured or the Insured's heirs, executors or assigns are entitled to act.

This Policy is issued on the basis that the statements and information made and set forth in the application and all declarations made in respect thereof are true and correct and constitute a full disclosure of all facts and circumstances likely to materially affect the assessment of the risk at the time of the issue of this Policy.

The Insurer will not change or Vary the terms and conditions during the first 12 (twelve) months after the Entry Date of the Policy unless there are reasonable actuarial grounds to change or Vary the terms and conditions or when the Variation to the terms and conditions will be to the benefit of the Principal Member. After the first 12 (twelve) months, the Insurer reserves the right to change or Vary the terms and conditions annually. Any changes to the terms and conditions will be notified to the Principal Member 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate details of the reasons for any change to the provisions, terms or conditions of the Policy and an explanation of the implications of the change. Any Variations and or changes will be binding on both the Insurer and the Insured and can be applied only after written communication of these changes has been sent to the Principal Member's last known address as it appears in our records at that time.

#### **ERRORS AND OMISSIONS**

It is expressly understood and agreed that if failure to comply with any terms of this Policy is shown to be unintentional or as a result of administrative errors or omissions on the part of either the Insurer or Yourself, both the Insurer or You shall be restored to the position You or the Insurer would have occupied had no such error or omission occurred.

The above provision shall apply only to oversights, misunderstandings or clerical errors relating to the administration of this Policy. Any negligent or deliberate acts or omissions by You or the Insurer regarding the cover provided will be resolved by applying the best practice and the Treating Customers Fairly principles as outlined below, together with the Policyholder Protection Rules.

#### **FRAUD AND MISREPRESENTATION**

If any Claim under this Policy is in any way misrepresented or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any Benefit Amount under this Policy or if any of the Claim Events insured against are occasioned by Your intentional act, or with Your connivance, all Benefits under the Policy and all Premiums paid in terms of the Policy will be forfeited and the Policy will be voidable at Our option. Appropriate action will be taken as deemed necessary by the Insurer.

It is the responsibility of the Policyholder to inform the Administrator, or the Insurer is any of her/his circumstances change and where this could affect the outcome of a potential Claim and or invalidate this Policy and its Benefits.

In addition, in the event of Misrepresentation, mis-description or non-disclosure by or on behalf of an Insured of any particular material to the assessment of the risk, the Policy will be voided, all Benefits will be forfeited, and all Premiums will be refunded in full.

#### **EXCLUSIONS - YOU ARE NOT COVERED IF YOU OR YOUR DEPENDANTS DIE:**

1. whilst participating in a riot or strike or in any terrorist activity;
2. whilst participating in the commission of any criminal activity that results in a Claim Event;
3. whilst attempting or through a self-inflicted injury resulting in Unnatural Death, or from an Unnatural Death within the first 12 (twelve) months from the Policy Entry Date;
4. whilst not following all of the requirements of this Policy;
5. if You or your family try to commit fraud in relation to this Policy.

#### **WAIVER OF RIGHTS**

You are hereby advised that no representative of the provider or any other person may ask You or offer any inducement to you to waive any

right or Benefit conferred on You by or in terms of any provision of the General Codes of Conduct. A copy of the Code of Conduct is available on request.

If any person completes or submits any application, proposal, order, instruction or other contractual information that is required to be completed for, or submitted to, a product supplier by you or on your behalf that relates to the purchase of or investment in any financial product, including any amendment thereof or Variation thereto on your behalf, you should be satisfied as to the accuracy and completeness of the details.

#### **CLAIMS PROCEDURE**

In the event of a Claim, You or your family member needs to report it within 3 (three) months to the Administrator by phone or email 012 664 3118, or by email to [moller@bestdebtfinance.co.za](mailto:moller@bestdebtfinance.co.za). The claimant must provide a fully completed claim form that can be obtained from any Best Debt Finance branch, or you can contact us and we will email it to you. Please provide the relevant supporting documents as detailed below.

All of the Claim documentation must be submitted to the Insurer within 6 (six) months of the date of the Claim Event. Failure to do so could result in the Benefit being forfeited.

#### **Claim documentation required:**

1. Claim Form - A fully completed Claim Form signed by the Policyholder/Beneficiary.
2. Proof of Death – A Certified copy of the Death Certificate.
3. A certified copy of the DHA1663 – Notice of Death Form.
4. A certified copy of the Insured's Identity Document.
5. A certified copy of the Policyholder/Beneficiary Identity Document.
6. Should the cause of death be due to unnatural causes we require:
  - A Police Report to be completed by the investigating officer at the Police Station where the incident was reported; and
  - An Investigation Report if the cause of death is due to a motor vehicle accident, resultant from Unnatural Death or where the death is under investigation to be completed by the investigating officer at the Police Station where the incident was reported.

The Claims documentation must be clearly certified. The details of the Commissioner of Oath with all of the relevant details must be clear. The Insurer reserves the right to request any additional documentation that may be required in order to validate the Claim.

Please note that once your Claim has been settled, such payment will be a discharge of the Insurer's obligation and We will have no further liability in terms of that Claim.

#### **REJECTION OF A CLAIM AND TIME BAR**

In the event of a Claim being Repudiated or the Claimant disputes the quantum of the Benefit Amount paid by Us, the Claimant is entitled to make representation to Us in respect of our decision to Repudiate the Claim or as to the manner in which the quantum of the Benefit Amount was calculated for a period of 180 (one hundred and eighty) Days from the date of receipt of the letter of Repudiation or the date of the Claim payment.

If the representation is unsuccessful or the dispute is not resolved at the end of this 180 (one hundred and eighty) Day period then the Claimant has an additional 6 (six) months to institute legal action against the Insurer by way of a summons, failing which We will no longer be liable in respect of the Claim and such legal action will no longer be possible.

Representation must be submitted in writing to:

Guardrisk Life  
Postal Address: PO Box 786015, Sandton, 2146  
Physical Address: The Marc, Tower 2, 129 Rivonia Road, Sandton, 1926  
Email: [LifeClaims@guardrisk.co.za](mailto:LifeClaims@guardrisk.co.za) or [info@guardrisk.co.za](mailto:info@guardrisk.co.za)  
Tel: 011 669 1000

Where the Claimant is not satisfied with the response from Us, the Claimant is entitled to escalate the matter/a complaint to the National Financial Ombud Scheme on:

Postal address: Claremont Central Building, 6<sup>th</sup> floor, Vineyard Rd, Claremont, 7708  
Telephone: +27-860 800 900  
Email: [info@nfosa.co.za](mailto:info@nfosa.co.za)  
Website: [www.nfosa.co.za](http://www.nfosa.co.za)

In terms of Section 15 of the Financial Services Ombudsman Schemes Act No. 37 of 2004, that on receipt of the official referral to the aforementioned Ombudsman, any applicable time barring clause in terms of this Policy or the running of prescription in terms of the Prescription Act No 68 of 1969 from the date of referral to the date of withdrawal of the referral, or determination of the referral by the Ombudsman, shall be stayed. If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against the Insurer for the enforcement of the claim by way of the service of summons against the Insurer. Summons must be served on the Insurer within 6 months from the date the Claimant receives the outcome in respect of the representations made, failing which all benefits in respect of such Claim shall be forfeited and no liability can arise in terms of such Claim.

#### Unclaimed Benefits

If a valid and approved Benefit under this Policy is an Unclaimed Benefit, the Administrator will take action to determine if the Principal Member/Beneficiary is alive and/or aware of the benefit payable to him/her under this Policy. Specifically, in the 3 (three) year period after the Unclaimed Benefit arises, the Administrator may:

- attempt to contact the Principal Member/Beneficiary telephonically and electronically to advise them of the Unclaimed Benefit; or
- determine the last known contact information of the Principal Member/Beneficiary by comparing internal and external databases, including the use of internet search engines and/or social media; or
- appoint an external tracing company to locate the Principal Member/Beneficiary.

Before the end of the 3 (three) year period referred to above, the Administrator will confirm the Unclaimed Benefit and transfer the amount of the Unclaimed Benefit to an account in the name of the Insurer, and the Insurer will accept liability for the Unclaimed Benefit.

#### IMPORTANT INFORMATION

- You need to contact us should your family circumstances change, so that We can update your Policy details, as we do not review your Policy details every year.
- If we fail to resolve your complaint satisfactorily, you may submit your complaint to the National Financial Ombud Scheme but request that You contact the Administrator first and then the Underwriting Manager or Insurer.
- You will always be given a reason if your Claim is Repudiated.
- There is no binder fee or commission earned by the Administrator.
- A Principal Member can only be a Principal Member on 1 (one) Policy only and a Spouse on another policy insured through Best Debt Finance with Guardrisk Life. Such person cannot be covered for more than R30,000 through Best Debt Finance.

#### IMPORTANT CONDITIONS & EXCLUSIONS

- There is no Waiting Period for Accidental Death, but there is a 6 (six) months Waiting Period for Natural death. This funeral Policy will be in force immediately from your Entry Date.
- Suicide cover is excluded for the first 12 months from the Entry Date.
- Failure to pay the Premium will result in your Policy being cancelled. In such instances, all Benefits will cease, and no further cover will be provided.

#### PROTECTION OF PERSONAL INFORMATION

Your privacy is of utmost importance to the Administrator/Insurer. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by You or which is collected from You

is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.

You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

You accept that your Personal Information collected by the Administrator/Insurer may be used for the following reasons:

1. to establish and verify your identity in terms of the Applicable Laws;
2. to enable the Administrator/Insurer to fulfil its obligations in terms of this Policy;
3. to enable the Administrator/Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
4. reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

We may share your information for further processing with the following third parties, which third parties have an obligation to keep your Personal Information secure and confidential:

1. Payment processing service providers, merchants, banks and other persons that assist with the processing of your payment instructions;
2. Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
3. Regulatory authorities, industry ombudsman, governmental departments, local and international tax authorities, and other persons that we, in accordance with the Applicable Laws, are required to share your Personal Information with;
4. Credit Bureau's;
5. Our service providers, agents and sub-contractors that we have contracted with to offer and provide products and services to any policyholder in respect of this policy; and
6. Persons to whom we cede our rights or delegate our authority to in terms of this Policy.

You acknowledge that any Personal Information supplied to the Us in terms of this Policy is provided according to the Applicable Laws.

Unless consented to by Yourself, We will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other parties and You indemnify Us from any claims resulting from disclosures made with Your consent.

You understand that if We have utilised your Personal Information contrary to the Applicable Laws, You have the right to lodge a complaint with Guardrisk. Should Guardrisk not resolve the complaint to Your satisfaction, You have the right to escalate the complaint to the Information Regulator.

#### TREATING CUSTOMERS FAIRLY

This product has been created to meet the requirements of our clients. We will at all times deliver on customer service and customer expectations by enforcing the principles of Treating Customers Fairly (TCF). The TCF principles ensure we apply fairness to all client experiences relating to new business, policy terms, service, and claims processes. The TCF framework has 6 outcomes which are:

1. You are confident that your fair treatment is key to our culture;
2. Products and services are designed to meet your needs;
3. We will communicate clearly, appropriately and on time during the lifespan of your policy;
4. We provide advice which is suitable to Your needs and circumstances;
5. Our products and services meet your standards and deliver what You expect;
6. There are no unreasonable barriers to access our services, or to lodge a claim or to lodge any complaints.

**Disclosure Notice**  
**Financial Advisory and Intermediary Services (FAIS) General Code of Conduct 2003**

Your Intermediary

Business Name : Best Debt Finance (Pty) Ltd "Best Debt"  
Registration number : 2001/005346/07  
Physical address : Block C, Waterford Court, Rabie street, Lyttelton  
Postal address : PO Box 12133, Centurion, 0046  
Telephone : 012 664 3118  
Website : [www.bestdebtfinance.co.za](http://www.bestdebtfinance.co.za)  
FAIS registration (FSP No) : 46205

In terms of the FSP license, Best Debt is authorised to give Intermediary Services and Advice for products under: CATEGORY I - Long-term Insurance: Subcategory A, A1 and B1, B1-A, Short-term Insurance Personal lines, Short term commercial lines, Category IV – Assistance business.

Without in any way limiting and subject to the other provisions of the Mandate, Best Debt accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service Act) in rendering financial services within the course and scope of their employment. Some representatives may be rendering services under supervision and will inform you accordingly.

Best Debt has been appointed as a Binder holder and Intermediary, through agreements with the Insurer, they do not earn any fees or commission for this product.

Best Debt has the necessary Professional Indemnity policy in place.

Claims and complaints contact details : 012 664 3118 or by using [moller@bestdebtfinance.co.za](mailto:moller@bestdebtfinance.co.za)

Compliance Officer : JD Wessels, [niel@compliancetrust.co.za](mailto:niel@compliancetrust.co.za)

Best Debt has a conflict of interest management policy that can be viewed on [www.bestdebtfinance.co.za](http://www.bestdebtfinance.co.za)

Your Underwriting Manager

Name : Silo Underwriting Managers (Pty) Ltd  
Physical address : 11 Crescent Drive, Melrose Arch  
Postal address : P O Box 3448, Cresta, 2118  
Telephone : 011 782 0105  
Email : [admin@siloum.co.za](mailto:admin@siloum.co.za)  
Fax Number : 086 710 8875  
Website : [www.siloum.co.za](http://www.siloum.co.za)  
FAIS registration (FSP No) : 46471  
FAIS Categories : Category I- Long Term insurance subcategory A, B1, B1-A, Short term Personal lines A1 and Commercial lines, Category IV, Assistance Business.

Silo has Professional Indemnity Cover and Fidelity Guarantee Cover in place.

This Policy is subject to a cell captive relationship between Guardrisk Life and Silo, as a result of this shareholders and subscription agreement, Silo is entitled to share in the profits and losses generated by the Insurance business. This is an arrangement whereby Guardrisk Life shares equity with Silo through a shareholding agreement and provides Silo a vehicle through which to write the Silo insurance risks.

Compliance Officer : JD Wessels, [niel@compliancetrust.co.za](mailto:niel@compliancetrust.co.za)

Complaints Contact details : 011 782 0105

Silo has the necessary conflict of interest management policy in place which is available to view on [www.siloum.co.za](http://www.siloum.co.za).

Your Insurer

Business Name : Guardrisk Life Limited  
Registration number : 1999/013922/06  
Physical address : 3<sup>rd</sup> Floor, 102 Rivonia Road, Sandown, Sandton 2196  
Postal address : PO Box 786015, Sandton, 2146  
Switchboard telephone : +27-11-669-1000  
General email enquiries : [info@guardrisk.co.za](mailto:info@guardrisk.co.za)  
Website : [www.guardrisk.co.za](http://www.guardrisk.co.za)  
FAIS registration : FSP 76

In terms of the FSP license, Guardrisk Life Limited is authorised to give advice and render financial services for products under:  
CATEGORY I: Long-term Insurance: Category A, B1, B1-A, B2, B2-A and Category C

Guardrisk has Professional Indemnity Cover and Fidelity Guarantee Cover in place.

Your Intermediary noted above should always be your first point of contact in the event that you have a query or complaint. Guardrisk is a cell captive insurance company, we partner with other financial service providers to provide our customers with different insurance and risk solutions to suit their specific needs.

If you are dissatisfied with the feedback received from your Intermediary, or your complaint remains unresolved, feel free to contact the **Guardrisk Complaints Department**:

Telephone: 0860 333 361

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

**Guardrisk Compliance Details**

Telephone: +27-11-669-1000

Email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

Guardrisk Life Limited has a conflict of interest management policy in place. Which is available to view on the website : [www.guardrisk.co.za](http://www.guardrisk.co.za)

Policy Details

Type of Policy : Funeral  
Risk covered : Death

Right to Cancel

You are entitled to cancel this Policy within the cooling-off period, which is the 31 (thirty-one) days from the date You receive the policy document, or from a reasonable date on which it can be deemed that You received the Policy document or from the entry date of the policy, provided that no benefit has yet been paid or claimed or the claim event insured against has not yet occurred, by giving Us notice and any premium paid will be refunded in full. Any cancellation after the initial 31 (thirty-one) day cooling-off period from the entry date will not attract a refund of any Premiums paid.

A cancellation request can be made to the Intermediary, contact number: 012 664 3118.

You have the right to cancel your policy at any time during its duration by giving 31 days' notice.

Right to Claim

In the event of a claim, the claimant needs to report it within 3 (three) months of the date of the claim event to the Intermediary by phone on 012 664 3118 or [moller@bestdebtfinance.co.za](mailto:moller@bestdebtfinance.co.za). The claimant must provide a fully completed claim form that can be obtained from [www.siloum.co.za](http://www.siloum.co.za) or the claimant can contact the Intermediary and the Intermediary will email it to the claimant.

All of the required claim documentation must be submitted to the Insurer within 6 (six) months of the date of the claim event. Failure to do so could result in the benefit being forfeited.

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**Warning**

1. Do not sign any blank or partially completed application form.
2. Complete all forms in ink.
3. Keep notes of what is said to You and all documents handed or sent to You.
4. Where applicable, call recordings will be made available to You within 7(seven) days of request.
5. Do not be pressurised to buy the product.
6. Failure to provide correct or full relevant information may influence an Insurer on any claims arising from Your contract of insurance

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**Particulars of the National Financial Ombud Scheme** (For claims/service-related matters)

Postal address: Claremont Central Building, 6<sup>th</sup> floor, Vineyard Rd, Claremont, 7708  
Telephone: +27-860 800 900  
Email: [info@nfosa.co.za](mailto:info@nfosa.co.za)  
Website: [www.nfosa.co.za](http://www.nfosa.co.za)

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**Particulars of the Financial Sector Conduct Authority** (For market conduct related matters)

Postal address: PO Box 35655, Menlo Park, 0102  
Telephone: +27-12- 428- 8000  
Fax number: +27- 12- 346- 6941  
Email: [info@fsca.co.za](mailto:info@fsca.co.za)

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**Particulars of FAIS Ombudsman** (For product/advice related matters)

Postal Address: PO Box 41, Menlyn Park, 0063  
Telephone: +27-12- 726- 5000  
Sharecall: +27-86- 066- 3274  
Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)

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**Particulars of Information Regulator** (For complaints relating to the use of Personal Information)

Postal Address: PO Box 31533, Braamfontein, Johannesburg, 2017  
Telephone: +27- 10- 023- 5200  
Email: [POPIAComplaints@inforegulator.org.za](mailto:POPIAComplaints@inforegulator.org.za)



## ASSISTANCE WORDING

THE FOLLOWING SERVICES ARE INCLUDED IN YOUR POLICY.

THEY ARE PROVIDED BY SILO UNDERWRITING MANAGERS THROUGH DEDICATED SERVICE PROVIDERS AND ARE NOT UNDERWRITTEN PRODUCTS.

CONTACT THE CLIENT SERVICE CENTRE ON 0861 367 464 WHEN REQUIRED.

The Assistance Services are not regulated in terms of the Financial Advisory and Intermediary Services Act ("FAIS Act") and therefore, you are not afforded the same protections which apply in respect of financial products or services which are regulated in terms of the FAIS Act.

### Emergency medical transportation

In the event of an accident resulting in an injury to the Member, Spouse and covered child dependents, ER24 or our chosen service provider will provide Emergency Medical Transportation by road and/or by air ambulance, under appropriate medical supervision, to the nearest recommended medical facility capable of providing adequate care for the nature of the trauma sustained. In the event that ER24 is not available at the time (due to any reason), they will attempt to obtain another reputable ambulance service to assist with the transportation, failing which they will advise the client of the course of action required.

Claims process – Contact the Client service centre during all hours.

### Medical casualty benefit

In the event of a Motor vehicle accident (i.e. accident occurring when travelling in a motor car, commuter taxi, bus or as a pedestrian on any South African roads) resulting in an injury, all medical expenses in a Doctor's surgery and/or hospital casualty unit will be covered, up to a R10 000 limit per incident. This is not a medical aid or cash payment to the member, but a guarantee of payment to the supplier/service provider. Subject to:

- The full submission of relevant requested documentation,
- A service provider not being paid twice (from alternate sources) for the same event,
- In the event that the relevant medical expenses are covered through the member's medical aid, this benefit will only pay any shortfall so that a recovery through the Road Accident Fund can be instituted.

Claims process – Contact the Client service centre during all hours.

All claims need to be lodged through the Client service centre to be considered for payment. In the event that alternative transport arrangement to the hospital is made, a claim needs to be lodged through the Client service centre within 48 hours of the event. The Client service centre may reasonably request proof of the motor vehicle accident in such an event.

### Repatriation of mortal remains benefit

Should the passing of a loved one occur away from home, we will make all the necessary arrangements for the repatriation of the body where it is more than 100km from their place of residence, within South Africa and neighboring countries e.g. Lesotho, Namibia, Mozambique etc. Thus all the arrangements to transport the mortal remains are handled on behalf of the family, taking into consideration family requests and in particular special care with regard to particular customs and beliefs.

### C5 HIV prevention

In the event of accidental exposure to HIV fluid through Trauma or assault, benefits equal to:

- 24-hour Telephonic HIV advice and counseling line;
- Emergency evacuation to HIV treatment facility (ER24 only);
- Medical consultation;
- 3-day starter pack;
- 25-day antiretroviral HIV treatment including sexually transmitted disease therapy;
- Blood tests;
- R3000 face to face counseling.

### HIV disease management and treatment benefit

In the event that the member is HIV POSITIVE, he or she will receive the following while having a loan agreement in place with the lender.

- Ongoing antiretroviral therapy at the nearest appropriate medical facility
- Clinical management and follow-up, including advice on correct drug regimens based on your specific pathology results
- Guidance on dietary requirements
- Guidance on drug compliance & patient follow up
- Three doctors' consultations
- Three blood tests per annum
- 24 hour-a-day, 365 days-a-year access to the confidential call centre, providing telephonic counseling and advice on HIV/AIDS.

### Legal advice and assistance benefit

The 24-hour legal assistance helpline is staffed by legal professionals, they will assist, inform, and educate its members of their legal rights. The service provides assistance to members who have already experienced legal action taken against them. Our members will be advised on the following:

- legal advice regarding any possible solutions, such as opposing civil action in court if the client has a defense against the case, possible applications for rescission of judgment;
- legal advice regarding options available for members with financial problems, such as sequestration and administration;
- legal assistance in completing prescribed forms for use in court, for example notice of intention to defend a pending matter.

### Call a Doctor, Call a nurse benefit

The 24-hour Doctor helpline is staffed by medical professionals. This critical service provides advice and assistance to all members on:

- Medical advice
- Second opinion
- Confirmation and clarity of medical diagnosis
- Guidance on drug regime
- Guidance to a specialist Doctor
- Guidance and advice on the side effects of prescribed treatment
- Telephonic follow up after diagnosis and treatment.

### Executor management services

Our knowledgeable legal team at Executor Manager will provide guidance and support on the process of winding up an estate following a death in the family.

Features of Executor Manager

- Application to the Master of High Court for appointment of Executorship.
- Obtaining the will and checking its validity & establishing beneficiaries.
- Understanding of the assets and liabilities of the estate.
- Obtain bank account records, title deeds, insurance policy documents.
- Pulling of credit reports and notifying all creditors.
- Activation of Credit life policies.
- Closing of the deceased bank accounts and opening of "Estate Late" account.
- Obtaining the release from SARS.
- Distribution of the funds.

### Claims Expert claims management assistance benefit

Claims Expert assist its members with all administration required (including telephonic assistance, initial assessment, legal reports, and case management) for the presentation of a "bona fide" claim as determined and arranged by Claims Expert from the following organization and institutions in South Africa:

- Road Accident Fund (RAF);
- Workman Compensation (COID);
- Unemployment Insurance Fund (UIF);
- Administrators for unclaimed Pension, Shares, Insurance Policies and Bank accounts;
- Airlines and Airport Authorities;
- Product Manufacturers;
- Municipalities and Provinces.

### LEGAL SOS

We often read in the media about unlawful arrests and sometimes victimization by members of the South African Police Service, Metro Police, and other law enforcement agencies.

People arrested are often locked up and left to go to court before bail is even considered, while they are eligible to be released on bail at the police station by officers and/or standby prosecutors there and then. This benefit provides:

- Immediate access to a lawyer,
- Bail payment for the principal member up to R1,500.