



TOTALRISKADMINISTRATORS

Total Risk Administrators (Pty) Ltd (TRA)
an authorised financial services provider
- FSP No 40815



Underwritten by:
Guardrisk Life Limited,
Reg No 1999/013922/06
- FSP No 76

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS APPLICABLE TO THE TRA FUNERAL COVER PRODUCT AND IS AN EXCERPT OF THE FULL POLICY DOCUMENTATION SENT TO ALL NEW POLICYHOLDERS

TOTAL RISK FUNERAL COVER

1. DEFINITIONS

- 1.1 The headings of the clauses in this Policy are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor to modify nor amplify, the terms of this Policy nor any clause thereof. In this Policy, unless the contrary intention clearly appears, word importing:-
 - 1.1.1 Any one gender, includes the other gender;
 - 1.1.2 The singular, includes the plural and vice versa; and
 - 1.1.3 Natural persons, include created entities (corporate or unincorporated and vice versa).
- 1.2 Schedules, annexure or appendices to this agreement shall be deemed to be incorporated in and form part of this agreement.
- 1.3 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

Accident	a sudden, unforeseen and uncertain event, which could not reasonably be expected to occur, which is caused by violent, external, physical and visible means at an identifiable time and place, independent of any other cause, with visible consequences, resulting in Bodily Injury of the Member. This does not include sickness or disease or any naturally occurring condition or degenerative process. Self-inflicted injury and suicide are also excluded from this definition. Accidental has a corresponding meaning.
Accidental Death	means Bodily Injury which (directly and independently of any other cause) results within 31 (thirty-one) Days, in the death of the Member or any Dependant, and shall exclude death by Natural Causes.
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 other legislation dealing with data management and similar processes.
Assurance	the assurance effected by the Policyholder to secure the Benefits provided in terms of this Policy.
Benefit	the insurance cover payable on the death of the Member or any nominated Dependant.
Beneficiary	the person nominated by the Member, to whom the Policy benefits are payable on the death of the Member or of any other Insured where applicable. The Benefit will be payable to the Member upon the death of any Dependant. If the insured does not nominate a beneficiary, the Policy benefit defaults to the spouse / person paying for the funeral. If such person is not available, the Insurer will pay the proceeds to your estate.
Bodily Injury	means physical bodily injury to the Member (or any dependant) caused by an Accident. Bodily Injury shall be deemed to include death by starvation, thirst and/or exposure to the elements.
Child	a Child is: <ul style="list-style-type: none"> (i) The Member's unmarried minor Child who has not yet attained the age of 21 years and shall include natural children, legally adopted children and stepchildren; (ii) Once a Child has become independent from the Member for maintenance and support, then that Child cannot resume dependence in terms of this definition unless the Child is still under the age of 21 years; (iii) There is no age restriction for a Child who is either mentally or physically incapable of maintaining themselves, always provided that the Child is wholly dependent on the Member for support and maintenance; (iv) A stillborn Child is included under this definition provided that there is at least twenty-six weeks of intra-uterine existence and that the foetus showed no life after complete birth. Stillborn shall exclude the intentional termination of the life of the Child; (v) The maximum number of Children at any point in time may not exceed 5 (five) per Member.
Claim	means, unless the context indicates otherwise, a demand for Policy benefits under this Policy by a Claimant, irrespective of whether or not the Claimant's demand is valid, made by submitting a duly completed claim form with supporting documentation to the Administrator.
Claim Event	means the risk insured, occurring during the currency of the Policy, being the Accidental Death or Natural Death of the Member, or of any Dependant, as defined in this Policy.
Claimant	means the person who makes a Claim in respect of this Policy.
Day	means a 24 (twenty-four) hour period and Days has a corresponding meaning.



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Dependant	this shall mean Member's Spouse and Children, where applicable.
Effective Date	the effective date of any changes in the terms and conditions of Assurance for Members in terms of the Schedule.
Entry Date	the date on which Assurance for the Member commences and on which the Policy's terms and conditions become effective. This date shall be specified in each Schedule.
Exclusions	means the losses or risk events not covered under this Policy as set out in clause 7 below.
Insured	means the Main Member and any Dependant who has been added and who is covered under this Scheme.
Insurer	a licensed insurer, namely a life insurer, namely Guardrisk Life Limited, registration number 1999/013922/06 and FSP number 76.
Maximum Entry Age	this is the maximum age that a Member or Spouse (where applicable) must be at Entry Date, in order to be allowed cover under this Policy. The Member or Spouse must be under the age of 65 years before the commencement of the Policy.
Member	the main person whose life is to be insured under this Policy. The Member is also referred to as the Policyholder.
Natural Death	means death that is not Accidental Death.
Non-Mandated intermediary	Total Risk Administrators (Pty) Ltd, registration number 1999/024507/07. "Administrator" has a corresponding meaning.
Personal Information	means personal information as defined in the Protection of Personal Information Act 4 of 2013.
Policy	a legal document that has terms and conditions that binds the Policyholder 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.
Policyholder	the Member who is insured under this Policy.
Repudiate	means, in relation to a Claim, 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- - in respect of a loss event or risk not covered under this Policy; and - in respect of a loss event or risk covered under this Policy, but the premium or premiums payable in respect of this Policy have not been paid, and " Repudiation " has a corresponding meaning.
Review Date	the date when premium rates and Policy limits are reviewed. This date is specified as such in the Schedule.
Spouse	the person married to the Member by law, tribal custom, or Tenets of any Religion, and shall include a common law husband/wife of the Member or such person residing with the Member, who is normally regarded by the community as the Member's husband/wife (including two people of the same gender). For the purposes of this Policy, common law marriage will be defined as a couple living together as if married and who have lived together for a period not less than twelve months prior to the date of application for this cover.
Unclaimed Benefit	means a valid and approved Claim, where payment cannot be made to the Beneficiary as such person is unknown or not contactable. It is a known claim that has been reported, assessed, validated and approved for payment.
Variation	means any act that results in a change to: - the premium; - any terms; - any condition; - any Policy benefit; - any Exclusion; or - the duration of this Policy and " Vary " and " Variations " have corresponding meanings.
Waiting Period	means a period during which an Insured is not entitled to Policy benefits and is the period commencing from the Entry Date, during which no cover will be provided for any Claim Event arising from a cause that is not covered. This period is 6 (six) months for Natural Death. There will, however, be no waiting period imposed, for Natural Death, if an Insured was covered in the 31 (thirty-one) day period before the Entry Date on a similar Policy with an alternate insurer and where the waiting period on such similar Policy had already expired and in which the similar Policy is being replaced with this Policy. If the waiting period on the similar Policy with the alternate insurer had not yet expired, and is being replaced with this one, then the balance of the waiting period will be imposed on this Policy.



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2. ELIGIBILITY

2.1 Commencement of Assurance

- 2.1.1 The Assurance in respect of a Member shall commence on the Entry Date coincident with the date on which a Member first becomes eligible.
- 2.1.2 The Assurance in respect of a Member, shall commence after the Insurer has accepted his Assurance.
- 2.1.3 Each Member shall be deemed to have accepted the terms and conditions of this Policy and thus agree to be bound by them.
- 2.1.4 The Member must be at least 18 years of age on the date of application for cover.

2.2 Territorial Limitations

A Member shall be eligible, provided that he is resident in the Republic of South Africa. Should a Member be temporarily absent from this territory, the following provisions shall apply:

- 2.2.1 Payment of premiums shall be continued by the Policyholder and the Policyholder shall continue to be covered for the Assurance for a period of twelve months. If the Policyholder desires that the Assurance should continue for absence in excess of twelve months, then this must be advised to the Insurer by the Policyholder and must be accepted in writing by the Insurer.
- 2.2.2 After twenty-four consecutive months' absence from this territory, the Assurance in respect of that Policyholder shall automatically terminate, irrespective of any arrangements that may have been agreed to between the Policyholder and the Insurer in terms of clause 2.2.1.

2.3 Provision for cover

- 2.3.1 This Policy makes provision for cover for single Members, and for Members with Dependants, as defined.

2.4 New and Eligible Dependants

- 2.4.1 If new and eligible Dependents are to be added to the Policy (for example: a newborn baby or new spouse), TRA must be informed within 30 days and provided with written notice of such an addition to the Policy. If TRA is not notified within this time frame, for example, from the date of birth/adoption/adjustment/marriage, and then a claim is made for this 'Dependent' thereafter, this claim will under no circumstances be valid and will not be paid. If the dependant/s are registered after the 30-day period mentioned above, Waiting Periods and Exclusions will apply.

3. PREMIUMS AND DISCONTINUANCE

3.1 Premiums

- 3.1.1 The Policyholder shall bear the cost of the premiums required to provide the Benefits and shall pay the premiums due to the Insurer. The amount of Premiums payable to secure the Benefits under this Policy shall be calculated by the Insurer in accordance with the scale of premium rates in force under this Policy at the date of calculation and will be based on information given to the Insurer by the Policyholder. The scale of premium rates is reviewed annually at the Review Date. The Insurer will notify the Policyholder of any amendments to this rate and the effective date of change in writing 31(thirty-one) Days prior to any increase taking effect.
- 3.1.2 Premiums shall be payable monthly in advance on the first day of the month to which the premiums relate.
- 3.1.3 The period of grace allowed for the payment of premiums shall be 30 Days.
- 3.1.4 If a Claim arises during the period of grace for the payment of premiums, any benefit payable will reduce by the outstanding amount.
- 3.1.5 The premium rate in respect of this Policy shall remain effective from the Entry Date until the first Review Date. Thereafter, at every Review Date, a premium rate shall be set and be effective until the next Review Date. A Policy endorsement to this effect will be issued by the Insurer 31 (thirty-one) Days before such change takes effect.
- 3.1.6 Notwithstanding the provisions of clause 3.1.5, the Insurer shall have the right to change the premium rate by giving 31 (thirty-one) Days' written notice prior to such change taking effect if:
 - 3.1.6.1 There is a change to the Benefit under this Policy.

3.2 Discontinuance

3.2.1 Discontinuance by the Policyholder

- 3.2.1.1 The payment of premiums due in terms of this Policy may be discontinued upon the Policyholder giving one calendar month's written notice to the Insurer, of its intention to discontinue the Policy.
- 3.2.1.2 Notwithstanding anything to the contrary in this Policy, the Policyholder shall be entitled to cancel this Policy within 31 Days of the Entry Date in accordance with Rule 4.2 of the Policyholder Protection Rules. This is the cooling-off period and any deduction made in this period will be refunded provided no Claim Event has arisen or any benefit paid.



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3.2.2 Cessation of cover for a Member

3.2.2.1 The Assurance in respect of a Member shall terminate on the happening of the earliest of the following events:

3.2.2.1.1 The death of the Member;

3.2.2.1.2 Discontinuance of the payment of premiums in respect of a Member;

3.2.2.1.3 The termination of this Policy in terms of clauses 3.2.1.

3.2.2.2 In addition to clause 3.2.2.1 above, insurance cover for Dependants shall cease for:

3.2.2.2.1 The Spouse - upon the divorce or the permanent separation of the Spouse from the Member. The cessation of insurance cover shall be on the earliest of the separation date or the date of the final divorce order;

3.2.2.2.2 The Child - upon the Child no longer meeting the criteria of being a Child as defined in this Policy.

3.2.3 Discontinuance by the Insurer

3.2.3.1 The Insurer has the right but not the obligation to discontinue the Assurance of a Member in terms of this Policy, if:

3.2.3.1.1 There is any material non compliance by the Member in respect of any of the provisions of this Policy.

3.2.3.2 Notwithstanding the provisions of clause 3.2.3.1 the Insurer may exercise its unfettered right and discretion to terminate the Policy for any reason it considers appropriate and justifiable other than those excluded in terms of the Long-term Insurance Act.

3.2.3.3 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.

3.2.4 Reinstatement of cover

The Policy may be reinstated within 2 (two) months of the date of lapse or cancellation, in which instance no new Waiting Period will be imposed, unless in instances where the initial Waiting Period had not yet expired at the time of cancellation or lapse, in which instance the remaining portion of the Waiting Period for Natural Death will be imposed. Where the Policyholder makes application for reinstatement after the 2 (two) months referred to above, a new Policy will be issued and all Waiting Periods will apply from zero.

4. BENEFIT

4.1 Amount of the Benefit

4.1.1 The basis for the calculation of the Benefit payable upon the death of a Member or his/her Dependant is stated in the Schedule.

4.2 Payment of the Benefit

On the death of the Member or his Dependant, the documentation specified in clause 5.10.2 must be submitted to the Insurer.

4.2.1 On the death of the Member

4.2.1.1 The amount of the benefit is that per the Schedule corresponding with the amount for the "Member";

4.2.1.2 Payment of the benefit shall be made to the nominated Beneficiary.

4.2.2 On the death of a Dependant

4.2.2.1 The amount of the benefit is that per the Schedule corresponding with the amount for the deceased Dependant;

4.2.2.2 Payment of the benefit shall be made to the Member.

4.3 Waiting Periods

4.3.1 For all policies where their Entry Date is equal to or after the Entry Date, the Waiting Periods will be applicable as follows:

4.3.1.1 Death arising from Natural Death:

There is a Waiting Period of six (6) months applicable in the case of Natural Death. This period commences from the Entry Date of the Policy. Should a Claim arise during this period, there will be no cover.

4.3.1.2 Death by Suicide:

There is a Waiting Period of twelve (12) months applicable in case of death by suicide. This period commences from the Entry Date of the Policy. Should a Claim arise during this period, there will be no cover.

4.3.1.3 Death arising from Accidental Death:

There is no Waiting Period in case of death as a result of an Accident. Cover is immediate from the Entry Date.

4.3.2 Should an Insured join from another Underwriter and can provide proof of membership in the 31 Days prior to this Policy's commencement date and provided that the full Waiting Period for natural death on the alternate Policy has fully expired, and is being replaced by this Policy, the Waiting Period on this Policy will be waived.



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5. GENERAL PROVISIONS

5.1 Policy

This Policy read in conjunction with its Schedules constitutes the entire agreement between the Insurer and the Policyholder and any alteration thereto shall be in the form of an endorsement signed by an authorised official of the Insurer.

5.2 Currency and Law

Amounts payable in terms of this Policy, either to or by the Insurer, are payable in the lawful currency of the Republic of South Africa at the head office of the Insurer. Any question of law arising under this Policy shall be decided according to the laws of the Republic of South Africa.

5.3 Evidence of Age

Evidence to the satisfaction of the Insurer of the age of any Member in respect of whom Benefits are provided under this Policy shall be required before any Benefit in respect of a Member is paid under this Policy. If the date of birth previously notified to the Insurer in respect of a Member proves to be incorrect, the Insurer shall calculate the premiums which should have been paid and adjust the premiums retrospectively to the date on which the Member became entitled to the Assurance in terms of this Policy. Any adjustment of premium will affect the benefit payable to the Member/Claimant in terms of the conditions of clause 3.1.

5.4 Discharge to Insurer

Payment by the Insurer to the Policyholder in respect of a Benefit shall be a full and final discharge of the Insurer's obligations in terms of this Policy for that Benefit. The Insurer's liability in this regard will not exceed the Benefit for which the Policyholder has paid premiums to the Insurer.

5.5 Registered Address and Communications

The registered address of the Insurer shall for all purposes be:

The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196

The registered address of the Policyholder shall be:
As per the records given to the Insurer

The Policyholder may change its registered address or email address by giving written notice to the Insurer as to the new address. Until receipt of such amended address, the last notified address shall remain of full force and effect. All communications in connection with this Policy shall be in writing via email.

5.6 Decisions not a Precedent

No waiver of rights or latitude or indulgence granted by the Insurer in any instance shall create a precedent or be construed as a novation of this Policy.

5.7 Notification of Claims

5.7.1 The Insurer must be advised of a Claim for a Benefit within three months from the date of the Member or Dependant's death, failing which the claim will not be admitted, unless there are extenuating circumstances for the late advice thereof to the Insurer. The formal submission of all the required documentation shall be lodged with the Insurer within six months from the date of the Member or Dependant's death, failing which the claims shall not be admitted, unless there are extenuating circumstances for the late submission thereof to the Insurer.

5.8 The following documentation shall be supplied to the Insurer by the Policyholder or the Claimant/Beneficiary for a Benefit:

- 5.8.1 Completed death claim form signed by the Policyholder or the Beneficiary;
- 5.8.2 Certified copy of a valid death certificate;
- 5.8.3 Certified copy of the Policyholder's identity document;
- 5.8.4 Certified copy of the DHA1663 - Registration of Death Form
- 5.8.5 Such other documentation as the Insurer may reasonably require.

5.9 The Insurer shall, in writing, admit, reject or request further evidence in respect of a Claim within a reasonable period after receipt of the information required in terms of clauses 4.3.1.1 and 4.3.1.2 respectively. In the event of a request for further evidence by the Insurer, the Policyholder shall be required to supply such further evidence to the Insurer within 3 months of the Insurer's request.

5.10 The Insurer shall pay the Benefit in accordance with this Policy on admission of a Claim and on the satisfaction of the provisions of this Policy.

6. EXCLUSIONS

6.1 Notwithstanding any provision to the contrary within this Policy and its associated Schedules or any endorsements thereto, it is agreed that this Policy excludes any loss or expense of whatsoever nature directly or indirectly caused from, resulting from, as a consequence of or in connection with willing participation by the Insured in any of the following:

- 6.1.1 War, hostilities or warlike operations, whether war is declared or not;
- 6.1.2 Invasion;
- 6.1.3 Act of an enemy foreign to the nationality of the Member of the country in, or over, which the act occurs;
- 6.1.4 Civil war;
- 6.1.5 Insurrection;



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- 6.1.6 Revolution;
 - 6.1.7 Overthrow of the legally constituted government;
 - 6.1.8 Civil commotion assuming the proportions of, or amounting to, an uprising against an established government;
 - 6.1.9 Military or usurped power;
 - 6.1.10 Suicide within the first 12 months from the Entry Date;
 - 6.1.11 Use of nuclear, biological or chemical weapons, or any radioactive contamination;
 - 6.1.12 Attacks on or sabotage of facilities (including but not limited to nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots which lead to the release of radioactivity of nuclear, biological or chemical warfare agents, irrespective of whether any of the aforesaid has been performed with the specific use of information technology.
 - 6.1.13 Participation in any form of race or speed test (other than on foot or in a non-mechanically propelled watercraft on inland or coastal waters).
- 6.2 In the event that any portion of an Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 6.3 Fraud
- 6.3.1 Where the Member or any other person acting on behalf of the Member has acted fraudulently towards the Insurer, whether at the time of entering into the Policy agreement, lodging a Claim with the Insurer, or at any other time, no Benefit shall be payable to or in respect of such Member under the Policy and the Insurer will terminate this Policy immediately. All premiums paid will be forfeited in such an instance.
 - 6.3.2 Where any Claimant to whom a Benefit is payable or any person acting on behalf of such person has acted fraudulently towards the Insurer at any time, no Benefit shall be payable to such Beneficiary.
 - 6.3.3 In all instances where the Insurer has been the victim of fraud or misrepresentation, whether or not the conduct has resulted in prejudice to the Insurer, the Insurer reserves the right to claim from the Policyholder any excess Benefits paid by the Insurer by reason of the conduct, and any arrear premiums if the conduct has resulted in the Insurer charging an inappropriately low premium.
- 6.4 Interpretation
- 6.4.1 The decision of the Insurer as to the meaning of or interpretation of this Policy shall be final and binding on the Policyholder and every person claiming to be entitled to a Benefit in terms of this Policy.
 - 6.4.2 If any person affected by a decision of the Insurer in terms of clause 4.3 above is dissatisfied with the decision, or is dissatisfied with the outcome of

a Claim or the quantum of a benefit paid, such person shall have the right to make representation within 90 (ninety) Days from the date of the Claim decision to appeal the decision. If the appeal is not successful or the dispute is not resolved at the end of this 90 (ninety) Day period, then the Claimant has an additional 6 (six) months to institute legal action against the Insurer by way of the service of a summons, failing which the Insurer will no longer be liable in respect of such Claim. If any complaint to the Administrator/Insurer is not resolved to the Claimant/Policyholder's satisfaction, such Claimant/Policyholder may submit a complaint to the relevant Ombudsman Scheme (as detailed in the Disclosure Notice).

6.5 Benefits not Assignable

A Member may not cede, pledge or otherwise alienate the Benefits or the rights to Benefits in terms of this Policy and such benefits shall not be subject to any form of execution or judgement and shall not, on insolvency, or on surrender form part of the estate of the Member or his Dependant(s).

6.6 General

6.6.1 No Director or employee of the Insurer shall be personally liable in respect of any Claim or demand in terms on this contract. Included in the basis of the contract are all declarations, submissions and the Policy wording.

6.6.2 All information given to or received by an Intermediary/ Broker acting on behalf of the Policyholder shall be deemed to be given or received by the Policyholder. The Intermediary/Broker shall be deemed to be an agent of the Policyholder.

6.6.3 All information given to or received by an Intermediary/ Broker acting on behalf of the Policyholder shall be deemed to be given or received by the Policyholder. The Intermediary/Broker shall be deemed to be an agent of the Policyholder.

6.7 Surrenders

This Policy does not accrue any surrender, paid up or loan values.

6.8 Policy Variation

The Insurer may Vary this Policy upon giving the Administrator written notice of such intention at least 31 (thirty-one) Days before any premium rate adjustment, and 31 (thirty-one) Days before any other Policy amendment, unless the amendment is to increase the Policy benefits without increasing the premium, in which case no advance notice will be required. The Administrator must inform the Policyholder of any material Variation. Any Variations and/or changes will be binding on the Insurer, the Administrator and the Policyholder and can be applied at any time to the existing terms and conditions after written communication has been sent to the Policyholder via post, email or SMS.



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6.9 Variations

6.9.1 Any Variation to the general terms and conditions of this Policy shall be subject to 31 Days written notice to the Policyholder or the Insurer.

6.9.2 Where any Variation is as a result of any legislative or regulatory changes, the Insurer may Vary the provisions of this Policy to take into account such Variation from the effective date of such a change, after which written notice to this effect would be provided to the Policyholder by the Insurer.

6.9.3 Any Variation as agreed between the Insurer and the Policyholder from time to time, shall be reflected in the provisions of the Schedule as varied from time to time, subject to the notice periods specified throughout this Policy.

6.10 Processing of Personal Information in terms of the Protection of Personal Information Act 4 of 2013.

Your privacy is of utmost importance to TRA/Guardrisk. 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 safe Personal Information Act 4 of 2013 and further, is stored in a 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 TRA/Guardrisk may be used for the following reasons:

- 6.10.1 to establish and verify your identity in terms of the Applicable Laws;
- 6.10.2 to enable TRA/Guardrisk to fulfil its obligations in terms of this Policy
- 6.10.3 to enable TRA/Guardrisk to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws.
- 6.10.4 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:

- Payment processing service providers, merchants, banks and other persons that assist with the processing of Your payment instructions;
- Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
- Regulatory authorities, industry ombudsmen, 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;

- Credit Bureau's;
- 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
- 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 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 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 within 10 (ten) Days. Should Guardrisk not resolve the complaint to Your satisfaction, You have the right to escalate the complaint to the Information Regulator.

6.11 Commission or Other Remuneration payable to the Administrator

An intermediary fee of 20% and a binder fee of 15% of the total monthly premium is payable to the Administrator, which is included in the monthly premium.

6.12 Treating Customers Fairly

The Administrator has created a superior solution – encompassing products, processing and service – tailored to each of its customers' requirements. The Administrator will, at all times, deliver a superior customer experience, simplifying and improving its customers' lives. The Administrator will achieve this through a motivated team of skilled people, absolute fairness in its treatment of its customers and partners and complying with the principles and outcomes of Treating Customers Fairly.

6.13 Unclaimed Benefits

If a valid and approved benefit under this Policy is not claimed within 6 (six) months of the Claim approval date, we will be obliged to start the process of tracing the Beneficiary.

We will take the necessary steps in accordance with the Code on Unclaimed benefits set by the Association for Savings and Investment South Africa (ASISA), which is available on their website www.asisa.org.za. These steps may include the use of various external data sources and tracing agents. We will deduct any administrative and tracing costs from the Benefit amount.



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STATUTORY DISCLOSURE NOTICE TO LONG-TERM / LIFE INSURANCE POLICYHOLDERS IMPORTANT - PLEASE READ CAREFULLY

DISCLOSURE AND OTHER LEGAL REQUIREMENTS (This notice does not form part of the Insurance Contract or any other document)

As a long-term (life) insurance Policyholder, or prospective Policyholder, you have the right to the following information:

Financial Advisory & Intermediary Services Act No. 37 2002 "FAIS Act"

The FAIS Act requires compliance by Product Suppliers (insurers) and Financial Services Providers (non-mandated intermediaries, intermediaries or brokers) with a General Code of Conduct that was introduced to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier, Underwriting Management Agent (if applicable) and Financial Services Provider (if applicable) render financial services honestly, fairly, with due skill and diligence and in your interests and to uphold the integrity of the financial services industry. You will receive a Disclosure Notice at the inception of your Policy and at each subsequent Renewal (or Anniversary) date. The Disclosure Notice contains certain information about your Product Supplier and Financial Services Provider (if applicable, your broker may have a separate disclosure notice) that you are entitled to together with information about the Ombudsman and the Registrar. Should you experience difficulties in obtaining the required details, please contact your Financial Services Provider for further assistance.

1. ABOUT THE FINANCIAL SERVICES PROVIDER (Non-Mandated Intermediary, Intermediary and Binder Holder)

Your insurance broker should provide this information to you within a reasonable time from the time you are provided with a quotation, take out a Policy or amend your policy. If your financial services provider does not do so after you have requested it, please contact the Product Supplier or binder holder.

Total Risk Administrators (Pty) Ltd (TRA)

Registration No: 1999/024507/07

FSP No: 40815

Physical address: 16 Jersey Drive, Longmeadow Business Estate (East), Longmeadow, Edenvale, 1609

Postal address: P.O. Box 8012, Greenstone, 1616

Tel: +27 11 372 1540

Fax: +21 11 372 1579

www.totalrisksa.co.za

- We are a cell owner within the insurer.
- We hold Professional Indemnity Insurance Cover
- We earn fees for the binder functions undertaken by us on behalf of the insurer.
- Our Brokers earn 20% commission.

In terms of the FSP license, TRA is authorised to give [Intermediary Services and/or Advice] for products under:

CATEGORY 1: Long-Term Insurance subcategory A, A1, Personal and Commercial Lines

Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, TRA accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Services 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.

2. ABOUT THE PRODUCT SUPPLIER (INSURER) Guardrisk Life Limited.

Registration No: 1999/013922/06,

Physical address: The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196

Postal address: P.O. Box 786015, Sandton, 2146

Tel: +27 11 669 1000

Email: info@guardrisk.co.za

Guardrisk is an authorised Financial Services Provider in terms of the FAIS Act. FAIS Registration Number: 76.

In terms of the FSP license, Guardrisk is authorised to give advice and render financial services for product Category I: A, B1, B1-A B2, B2-A, C.

Guardrisk has a professional indemnity cover and a fidelity guarantee cover in place.

Compliance officer:

Email: compliance@guardrisk.co.za

Tel: +27 11 669 1104

Fax: +27 11 675 3826

Complaints: You can access our Complaints Resolution Policy at: www.guardrisk.co.za or Email: complaints@guardrisk.co.za

Tel: 0860 333 361

Conflict of Interest: You can access our Conflict of Interest Management Policy at: www.guardrisk.co.za

WARNING

- Do not sign any blank or partially completed application forms
- Complete all forms in ink
- Keep all documents handed to you
- Make notes as to what is said to you
- Ask for a letter of representation from your advisor
- Do not be pressurised into buying the product
- Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance

3. COMPLAINTS

TRA have instituted a complaints resolution policy that is available on request. If you have any query or complaint about this policy or are in any way unhappy with the service you have received, please contact: -

• The Underwriting Management Agency (TRA)

If your enquiry is not satisfactorily resolved, you may contact:

• The Compliance Officer

ISS Compliance (Pty) Ltd, Practice No. 28

Physical address: 140 A Kelvin Drive, Morningside, Sandton

Tel: +27 11 064 1672 and +27 31 832 0300

Email: compliance@nfsgroup.co.za

If you are still dissatisfied, you can seek assistance on matters relating to the policy and claim from:

• The Ombudsman for Long-Term Insurance

Physical address: Third Floor, Sunclare Building, 21 Dreyer Street, Claremont, Cape Town, 7700.

Postal address: Private Bag X45, Claremont, 7735

Tel: +27 860 103 236 Tel: +27 21 657 5000

Fax: +27 21 674 0951

E-mail: info@ombud.co.za

If you are still dissatisfied, you can seek assistance on matter relating to the intermediary and insurer from:

• The FAIS Ombudsman

Postal address: P.O. Box 74571, Lynwood Ridge, 0040

Physical address: Kasteel Park Office Park,

Orange Building, 2nd Floor, 546 Jochemus Street, Erasmus Kloof, Pretoria, 0048

Tel: +27 12 762 5000

E-mail: info@faisombud.co.za

Website: www.faisombud.co.za

• Particulars of the Information Regulator

Postal address: PO Box 31533, Braamfontein, Johannesburg, 2017

Tel: +27 10 023 5200

Cell number: +27 82 746 4173

Email: complaints.IR@justice.gov.za

As a final resort, you can contact:

• The Registrar of Long-Term Insurance

Postal address: P.O. Box 35655, Menlo Park, 0102

Tel: +27 12 428 8000

Fax: +27 12 347 0221

Compliance with this procedure does not affect your legal rights.

4. CONFLICT OF INTEREST POLICY

We have considered the conflict of interest provisions in terms of the FAIS Act 37 of 2002 and have not identified any actual or potential conflicts of interest, either ownership interest, financial interest, third party relationships associates or distribution channels as defined. We adopt a values based approach where the spirit of the legislation is embraced. This is reviewed at least annually and reported on to the Financial Sector Conduct Authority (FSCA). A copy of the policy is available to clients upon request. This policy may be viewed at the offices of TRA.

5. OTHER MATTERS OF IMPORTANCE

- You will be informed in the event of any material changes to the information referred to in paragraphs 1, 2, 3 and 4.
- If the information in paragraphs 1 and 2 were given orally, you will receive this information in writing.
- A Polygraph or lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
- The Product Supplier (Insurer) and not the UMA /Intermediary must give reasons in writing for the rejection of any claim submitted by you.
- If the insurer wishes to cancel your policy, this will be given in writing to your last known address.
- You will always be entitled to a copy of the master policy free of charge.
- If your premium is paid by debit order, the debit order must be in favour of Total Risk Administrators (Pty) Ltd and may not be transferred to any other party without your approval.

6. HOW TO INSTITUTE A CLAIM

- Claims must be submitted to TRA.
- Tel: +27 11 372 1540
- Email: claims@totalrisksa.co.za
- Postal address: P.O. Box 8012, Greenstone, 1616
- Physical address: 16 Jersey Drive, Longmeadow Business Estate (East), Longmeadow, Edenvale, 1609
- TRA may assist in the electronic identification and submission of qualifying claims. However, the onus remains on the Insured to ensure that relevant claims are submitted.
- If you receive a summons or notice of impending legal action with regards to a claim in terms of your policy, notify TRA immediately and forward any documentation to them.

7. SHARING OF INFORMATION

Insurers may share information with each other regarding policies and claims with a view to prevent fraudulent claims and obtain material information regarding the assessment of risks proposed for insurance. By reducing the incidents of fraud and assessing risks fairly, future premium increases may be limited. This is done in the public interest and in the interest of all current and potential policyholders. The sharing of information includes, but is not limited to, information sharing via the Information Data Sharing System operated by TransUnion ITC on behalf of the South African Insurance Association. By the insurer accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agent. You also similarly give consent to the sharing of information with regards to past insurance policies and claims that you have made, and you also acknowledge that information provided by you or your representative may be verified against any legally recognised sources or databases. By insuring or renewing your insurance you hereby not only consent to such information sharing but also waive any rights of confidentiality with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf. In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the Information Data Sharing System.