

UMBRELLA GROUP



UNIVERSITY OF CAPE TOWN COMPULSORY
GROUP FUNERAL SCHEME
POLICY NUMBER: SDM326G00

Insurance

Financial Planning

Retirement

Investments

Wealth

UMBRELLA GROUP POLICY

**UNIVERSITY OF CAPE TOWN COMPULSORY GROUP
FUNERAL SCHEME**

between

SANLAM DEVELOPING MARKETS LIMITED

and

UNIVERSITY OF CAPE TOWN

(POLICY NUMBER: SDM326G00)

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1. PARTIES

1.1 The parties to this Umbrella Group Policy are –

1.1.1 Sanlam Developing Markets Limited; and

1.1.2 University of Cape Town.

1.2 The parties agree as set out below.

2. INTERPRETATION

2.1 In this Umbrella Group Policy, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings -

2.1.1 **“Applicable Legislation”** means the provisions of the –

2.1.1.1 The Insurance Act 18 of 2017;

2.1.1.2 Policyholder Protection Rules promulgated in terms of the Long-term Insurance Act;

2.1.1.3 Long-term Insurance Act Regulations;

2.1.1.4 Financial Advisory and Intermediary Services Act 37 of 2002;

2.1.1.5 Rules, directives, agreements, codes and other member binding documents issued by the Association for Savings & Investment SA or its successor in title;

2.1.1.6 Financial Intelligence Centre Act 38 of 2001;

2.1.1.7 Data Protection Legislation; and

2.1.1.8 Any other laws applicable to the Parties and/or their representatives;

2.1.2 **“the Assured Lives”** means the Employees of the Participating Employers and his/her Dependants as set out in **Annexure 1**;

- 2.1.3 **“Beneficiary”** means the Employee or his/her Nominated Beneficiary;
- 2.1.4 **“Benefits”** means benefits in terms of the funeral class of business as defined in the Insurance Act 18 of 2017, provided by SDM to the Employees in respect of the Assured Lives in terms of this Umbrella Group Policy as specified in **Annexure 1**, in the event of death of an Assured Life;
- 2.1.5 **“Commencement Date”** means the date in terms of which the Group Scheme was established, being **1 May 2022**;
- 2.1.6 **“Cover Termination Age”** means the date on which the Benefits in respect of an Employee ceases as set out in **Annexure 1**;
- 2.1.7 **“Dependants”** means the Spouse and Dependent Child(ren) of the Employee;
- 2.1.8 **“Dependent Child (Children)”** means in relation to an Employee –
- 2.1.8.1 an unmarried child of an Employee under the age of 22 (twenty-two) years, including a stepchild, legally adopted child, or child legally placed in the foster care of the Employee, including any child of a Spouse of the Employee;
- 2.1.8.2 stillborn child of an Employee born after the 26th (twenty-six) week of pregnancy or posthumous child;
- 2.1.8.3 a child of an Employee being permanently mentally or physically disabled in the opinion of SDM and totally dependent on the Employee, which total and permanent disability must have occurred prior to the age of 22 (twenty-two) years;
- 2.1.8.4 an unmarried child of an Employee under the age of 25 (twenty-five) years who is a full-time student at any registered university, or tertiary educational institution, registered in terms of applicable legislation in the Republic of South Africa or such other institution that may be approved in Writing by SDM;

- 2.1.9 "**Effective Date**" means the effective date of this Umbrella Group Policy being **1 May 2022**;
- 2.1.10 "**Employee(s)**" means a person who is in the full-time employment of a Participating Employer and who is permanently resident in the Republic of South Africa, excluding an Employee who has attained the Cover Termination Age;
- 2.1.11 "**Group**" means the Employees and their Dependants on a compulsory basis, excluding the Employees who opted out of cover in terms of the Umbrella Group Policy;
- 2.1.12 "**Inception Date**" means the date on which insurance cover in respect of an Assured Life commences, subject to the conditions contained in clause 6 below;
- 2.1.13 "**Insured Event**" means the events giving rise to the payment of the Benefits to the Beneficiary, which events are for purposes of this Umbrella Group Policy the death of an Assured Life;
- 2.1.14 "**Nominated Beneficiary**" means the person nominated by the Employee to receive the Benefits upon the death of the Employee which person shall not be the Participating Employer;
- 2.1.15 "**Normal Retirement Age**" means the age on the 31st of December of the year in which the Employee reaches the age of 65 (sixty-five) years.
- 2.1.16 "**Normal Retirement Date**" means 31 December of the year in which the Employee reaches the age of 65 (sixty-five) years;
- 2.1.17 "**Participating Employer**" means the respective employers, associated employers, subsidiary employers and any other employers as listed on the University of Cape Town Employer Register as amended from time to time, who are the policyholders in terms of this Umbrella Group Policy and participate in the Fund;
- 2.1.18 "**Policy Anniversary Date**" means 1 July of each year, on which date the Premiums and Benefits shall be reviewed in terms of this Umbrella Group Policy;

- 2.1.19 **"Policy Certificate"** means the long-term insurance policy schedule issued to the Participating Employer in terms of the Policyholder Protection Rules prescribed under section 62 of the Long-term Insurance Act;
- 2.1.20 **"Premium"** means the monthly premium payable by the Participating Employers to SDM in respect of the Assured Lives as set forth in **Annexure 1**;
- 2.1.21 **"SDM"** means Sanlam Developing Markets Limited (registration number 1911/003818/06), a public company incorporated and registered in terms of the Companies Act, 71 of 2008, having its principal place of business at Sanlam Business Park, 11 West Street, Houghton, Johannesburg, 2041, SDM is a licensed insurer conducting life business and authorised financial service provider. SDM adheres to the principles of Treating Customers Fairly ("TCF"), as published by the Financial Sector Conduct Authority;
- 2.1.22 **"Spouse"** means the spouse of the Employee, including a party to a customary marriage concluded in accordance with the applicable indigenous law as well as a union concluded between parties married in accordance with the doctrines of any recognized religion or tradition, as well as a partner to a civil partnership in terms of the Civil Union Act, 2006, a common law spouse or life partner, provided that the Employee provides, upon request, proof to the satisfaction of SDM of the permanency of his/her relationship with his/her life;
- 2.1.23 **"Umbrella Group Policy"** means this insurance agreement concluded between SDM and the Participating Employer in respect of the Benefits underwritten by SDM as part of the Group Scheme;
- 2.1.24 **"Umbrella Group Scheme"** means University of Cape Town Compulsory Group Funeral Scheme established in respect of the Group and in respect whereof the Benefits are provided in terms of this Umbrella Group Policy as underwritten by SDM; and
- 2.1.25 **"Writing"** (or words of similar meaning) means legible Writing and in

English and includes any form of electronic communication (except cancellation/termination of the Umbrella Group Policy, amendments and legal notices) contemplated in the Electronic Communications and Transactions Act, 25 of 2002.

- 2.2 In this Umbrella Group Policy -
 - 2.2.1 clause headings are for convenience only and are not to be used in its interpretation;
 - 2.2.2 an expression which denotes -
 - 2.2.2.1 any gender includes the other genders;
 - 2.2.2.2 a natural person includes a juristic person and *vice versa*; and
 - 2.2.2.3 the singular includes the plural and *vice versa*.
- 2.3 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Umbrella Group Policy, shall be given effect to as if it were a substantive provision in the body of the Umbrella Group Policy.
- 2.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Umbrella Group Policy.
- 2.5 Defined terms appearing in this Umbrella Group Policy in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.6 Reference to "**days**" shall be construed as calendar days unless qualified by the word "**business**", in which instance a "**business day**" shall be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time.
- 2.7 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or,

where the last day falls on a day that is not a business day, the next succeeding business day.

- 2.8 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.9 No provision herein shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have structured, drafted or introduced such provision.
- 2.10 The words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.11 This Umbrella Group Policy and annexures hereto constitute an indivisible transaction and shall be interpreted as such.

3. **BACKGROUND**

- 3.1 The University of Cape Town established the Group Scheme in respect of its Employees and Participating Employers' Employees and their Dependants as the Assured Lives with SDM on a compulsory basis, subject to the provisions of clause 5 below.
- 3.2 SDM, as product supplier, has agreed to underwrite the Group Scheme, subject to the provisions of this Umbrella Group Policy.
- 3.3 The parties record that SDM as product supplier did not initiate the Group Scheme and relies solely on the information provided by the Participating Employer to SDM.
- 3.4 The contractual nexus created in terms of this Umbrella Group Policy is between the Participating Employers and SDM. The Participating Employers undertake to pay Premiums payable in terms of the Umbrella Group Policy to SDM and is the sole obligated party to SDM.

4. **TERM OF THE UMBRELLA GROUP POLICY**

- 4.1 The Umbrella Group Policy shall become of full force and effect from the Commencement Date and shall remain in force unless otherwise lawfully terminated or cancelled.
- 4.2 SDM shall be entitled to cancel the Umbrella Group Policy by means of 60 (sixty) days written notice to the Participating Employer and Employees.

5. **MEMBERSHIP TO THE UMBRELLA GROUP SCHEME**

5.1 General

- 5.1.1 Membership to the Umbrella Group Scheme shall be compulsory for all Employees of the Participating Employers, who are natural persons over the age of 18 and below the age of 65 (i.e. 31 December of the year the member turns 65 years). New Employees have 31 (thirty-one) days to opt out and not take-up cover in terms of this Umbrella Group Policy. Employees have the option of re-joining at the Policy Anniversary Date or renewal date i.e 1st July of each year.
- 5.1.2 Membership of the Group Scheme is available to all Employees over the age of 18 (eighteen) years, subject to the provisions of this clause 5. The maximum age of entry to the Group Scheme in respect of the Assured Lives is set out in **Annexure 1**.
- 5.1.3 An Employee, entering into the employ of a Participating Employer after the Effective Date, shall become a member to the Umbrella Group Scheme on his/her first working day with the Participating Employer, subject to the provisions of clause 6.
- 5.1.4 Employees will have 31 (thirty-one) days from the start of their employment to opt-out of being covered in terms of this Umbrella Group Policy. Employees who opted out will have the option to request to be covered in terms of this Umbrella Group Policy at the

Policy Anniversary Date or any subsequent renewal that will be communicated.

5.2 Actively at work

5.2.1 An Employee must be deemed an Employee on the first Business Day following the Inception Date of the cover applicable to the Employee.

5.2.2 If, because illness, an Employee is incapable of performing his/her normal duties on the date that falls immediately before he/she is contractually an Employee of the Participating Employer, and –

5.2.2.1 as a result does not start his/her normal duties with the Participating Employer on the first Business Day following the Inception Date of the cover applicable to the Employee; and

5.2.2.2 dies as a result of such illness,

the Benefit is not payable, unless the Employer submits evidence of the Employee's good health and insurability satisfactory to SDM, or the Employee completes one month's uninterrupted attendance to his/her employment and is capable of attendance to his/her normal duties in his/her employment, without absence.

5.2.3 If an Employee is incapable of performing his/her normal duties on the date that falls immediately before cover in respect of an Employee is increased due to a change in the Benefit structure because illness and –

5.2.3.1 as a result does not start or resume his/her normal duties with the Participating Employer; and

5.2.3.2 dies as a result of the illness,

the increased in the Benefit is not payable, unless the Employer submits evidence of the Employee's good health and insurability satisfactory to SDM, or the Employee completes one month's uninterrupted attendance to his/her employment and is capable of

attendance to his/her normal duties in his/her employment, without absence.

5.3 Temporary Absence

5.3.1 In the event that an Employee is temporarily absent from the employ of the Participating Employer ("**Period of absence**") –

5.3.1.1 for a period of less than 12 (twelve) consecutive months, the Premiums payable in respect of the Employee shall remain payable by the Participating Employer, and the insurance cover and Benefits payable shall remain unchanged and shall continue for the period of temporary absence;

5.3.1.2 for a period of 12 (twelve) consecutive months, the cover in respect of the Employee shall cease, and no further Premiums shall be payable by the Participating Employer in respect of that Employee, unless an extension of the 12 (twelve) month period is agreed to in writing between SDM and the Participating Employer at least 30 (thirty) days prior to the expiry of the mentioned 12 (twelve) month period.

5.3.2 For the purposes of clause 5.3.1 above, '**consecutive months**' shall mean a Period of absence of 12 (twelve) uninterrupted months, provided that the Period of absence shall be deemed to be interrupted only if the Employee resumes his or her normal duties with the Participating Employer prior to expiry of the Period of absence and continue to perform his or her normal duties for an uninterrupted period of 3 (three) consecutive months thereafter.

5.3.3 The Participating Employer shall be entitled to re-apply for insurance cover and Benefits in respect of an Employee whose cover ceased in accordance with clause 5.3.1.2 above, provided that all waiting periods and exclusions shall apply with effect from the new Inception Date in respect of that Employee.

6. **INSURANCE COVER**

6.1 General

6.1.1 Insurance cover in respect of an Assured Life shall commence on the 1st (first) day of the month following the receipt by SDM of the following information from the Participating Employer, in such form and format as SDM may from time to time direct in writing, namely –

6.1.1.1 the full names, identity number, date of birth, contact details, address, country of birth, country of residence, nationality, and salary information of the Employee;

6.1.1.2 full names and identity numbers of the Assured Lives; and

6.1.1.3 particulars of the amount of the monthly Premium payable in respect of the Employee and his/her Dependants.

6.1.2 Notwithstanding the provisions of clause 6.1, payment of the Benefits shall at all times be suspended until receipt by SDM of the first Premium payable by the Participating Employer in respect of each Employee.

6.2 Cessation of Cover

6.2.1 Insurance cover in terms of this Umbrella Group Policy in respect of an Assured Life shall stop if –

6.2.1.1 this Umbrella Group Policy is cancelled by SDM or the Participating Employer as provided for in terms of this Umbrella Group Policy;

6.2.1.2 the Employee ceases for whatsoever reason to be a member of the Group Scheme;

6.2.1.3 the Employee is no longer an employee of the Participating Employer;

6.2.1.4 the Employee dies;

- 6.2.1.5 an Assured Life dies;
- 6.2.1.6 upon the Employee reaching the Normal Retirement Age, unless the continuation option is exercised then cover will stop at the Cover Termination Age;
- 6.2.1.7 if the Dependent Child no longer qualifies as a Dependent Child for purposes of this Umbrella Group Policy;
- 6.2.1.8 the Participating Employer fails to pay the Premiums payable in terms of this Umbrella Group Policy in respect of the Employees on the due date thereof, and fails to remedy such failure within the 30 (thirty) day period of grace; or
- 6.2.1.9 the Employee is absent from the Republic of South Africa for a period exceeding 3 (three) consecutive months, unless the Employee notifies SDM in writing that he/she will be absent from the Republic of South Africa for a period longer than 3 (three) months and the absence is not for permanent relocation. The Employee is required to notify SDM 14 (fourteen) days prior to his/her departure and SDM will at its sole discretion and on a case by case basis confirm in writing to the Employee that the cover will remain active notwithstanding the absence.

7. PAYMENTS OF PREMIUMS

7.1 General

- 7.1.1 Premiums payable in terms of the Umbrella Group Policy shall be paid monthly in arrears on or before the last day of the month, without deduction or set-off.
- 7.1.2 On or before the last day of each month for the duration of the Umbrella Group Policy, the Participating Employers shall provide a bordereau to SDM setting out –
 - 7.1.2.1 particulars of the Employees in respect of whom insurance cover is provided during the relevant month and in respect of whom the Participating Employer is obligated to pay Premiums;

- 7.1.2.2 the Premium payable in respect of such Employees; and
- 7.1.2.3 the total Premium payable by the Participating Employer taking into account the total membership of the Group Scheme,
- 7.1.3 In the event of failure by the Participating Employer to provide the bordereau to SDM as stipulated above in order to enable SDM to determine the Premium for a relevant month, SDM shall be entitled to elect, in the alternative and without prejudice to any other rights it may have, to claim an amount equal to the full Premium payable in respect of the month immediately preceding the relevant month in respect of which the Participating Employer failed to provide the necessary information for the particular period as pre-estimated liquidated damages from the Participating Employer, based on the failure by the Participating Employer to fulfil its obligations in terms hereof, which amount shall be payable on demand.
- 7.1.4 Cover for all Assured Lives shall lapse in the event of non-payment of Premiums on the due date, subject to the 30 (thirty) days' period of grace
- 7.2 Premium Guarantee
- 7.2.1 The Premiums payable in terms of this Umbrella Group Policy shall be guaranteed for a period of 12 (twelve) months from the Commencement Date of the Umbrella Group Policy and shall thereafter be revised and amended by SDM by means of a 60 (sixty) day written notice to the Participating Employer.
- 7.2.2 Premiums shall be guaranteed for the 12 (twelve) month period following the commencement of the Policy Anniversary Date until the next Policy Anniversary Date where after the Premiums may again be reviewed and amended by SDM.
- 7.2.3 Premiums in terms of the Umbrella Group Policy will be renewed annually in July to ensure that the Umbrella Group Policy remains actuarially sound.

7.2.4 Notwithstanding the above, SDM reserves the right to change the Premiums at any time, giving 60 (sixty) days' Written notice to the Participating Employer if there are reasonable actuarial grounds for the change or where the change will be to the Employees' benefit.

8. **BENEFITS**

8.1 The Benefits as set out in **Annexure 1** shall be payable to the Employee upon the death of an Assured Life or the Employee's Nominated Beneficiary upon the death of an Employee by SDM in terms of this Umbrella Group Policy.

8.2 If the Employee does not nominate a Beneficiary or should the Nominated Beneficiary be a minor, the Benefit will be paid to Estate of the Employee:

8.3 Benefits in terms of the Umbrella Group Policy will be renewed annually in July to ensure that the Umbrella Group Policy remains actuarially sound.

8.4 Notwithstanding the above, SDM reserves the right to change the Benefits at any time by giving the Participating Employer and Employees 60 (sixty) days' Written notice if there are reasonable actuarial grounds for the change or where the change will be to the Employee's benefit.

9. **SUPPLEMENTARY BENEFITS**

9.1 Continuation Option

9.1.1 In the event of an Employee reaching Normal Retirement Age and the Employee is still actively at work after the Normal Retirement Age, the Employee shall have an option to continue with cover, and cover shall continue until Employee attains the Cover Termination Age of 70 (seventy) years.

9.2 Conversion Option

9.2.1 In the event of an Employee ceasing to be employed by the Participating Employer for any reason other than medical and/or health related reasons before attaining his/her Normal Retirement Age, or upon the retirement of an Employee at the Normal Retirement Date,

the Employee shall have an option to apply in writing to SDM for an individual policy ("Individual Policy") with SDM within 1 (one) month from date of termination of employment. The Assured Lives will not be covered in terms of the Umbrella Group Policy during the period in which the Employee is allowed to exercise the conversion option as cover would have terminated in line with clause 6.2.

- 9.2.2 The application is subject to the following conditions:
- 9.2.2.1 SDM may in its sole discretion elect to conclude the Individual Policy with the Employee, subject to such conditions as SDM may in its sole discretion determine;
 - 9.2.2.2 Dependants cover may only be elected if the Employee is covered under the conversion option policy;
 - 9.2.2.3 the cover to be provided by SDM in terms of the Individual Policy shall not exceed the cover amounts for the Benefit in force in terms of this Umbrella Group Policy immediately prior to termination of employment or retirement of the Employee;
 - 9.2.2.4 the premiums payable in terms of the Individual Policy shall be determined by SDM with reference to the Employee's occupation and age at the date of application for the Individual Policy to SDM, subject to such conditions imposed by SDM in its sole discretion; and
 - 9.2.2.5 the Assured Lives must have been underwritten in terms of the Umbrella Group Policy as Assured Lives for a continuous period of 6 (six) months prior to the termination of employment or retirement of the Employee.

10. ADDITIONAL BENEFITS

10.1 FMS – Burial Repatriation

10.1.1 FMS Marketing Solutions shall provide Funeral Support Services in relation to the Assured Lives as set out in Annexure 2 hereto.

10.1.2 The Funeral Support Services are a value-add benefit procured by SDM and all service and claims related queries pertaining to the Funeral Support Services are dealt with directly by FMS Marketing Solutions.

11. REINSTATEMENT OF LAPSED BENEFITS

11.1 Cover in terms of the Umbrella Group Policy can be reinstated within 2 (two) months from the date that cover in terms of the Umbrella Group Policy lapsed, provided that all outstanding Premiums have been paid in full.

11.2 After the 2 (two) month period stated above, cover cannot be reinstated. The Participating Employer may apply for a new policy, subject to the terms and conditions of the Umbrella Group Policy and subject to SDM's acceptance of the new policy application.

12. EXCLUSIONS AND LIMITATIONS IN RESPECT OF BENEFITS

12.1 No insurance cover shall be granted, or Benefits paid in the event of death of an Assured Life resulting directly or indirectly from or as a consequence of active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

12.2 No insurance cover shall be granted, or Benefits paid in the event of death of an Assured Life where an Assured Life was resident outside the Republic of South Africa for a continuous period exceeding 3 (three) months, unless otherwise agreed in writing by SDM.

- 12.3 No insurance cover shall be granted, or Benefits paid where an Assured Life passes away due to natural causes within 6 (six) months from the start of cover.
- 12.4 No insurance cover shall be granted, or Benefits paid where an Assured Life passes away due to suicide or attempted suicide within 12 (twelve) months from the start of cover.
- 12.5 The provisions in clauses 12.3 and 12.4 are only applicable where an Employee elected to be covered under Option 2 for the additional benefit of R30 000 and where an Employee initially opted not to be covered under the Umbrella Group Policy and subsequently requested to be covered under the Umbrella Group Policy. The waiting period will be calculated using the start date of the cover under the Umbrella Group Policy after the request to re-join. This waiting period will be applicable to the Employee and his/her Dependants.
- 12.6 The exclusions and limitations as set out above will furthermore also apply in respect of reinstated Benefits or increased Benefits with effect from the date of reinstatement or the Inception Date of the increased Benefits.
- 12.7 The cover per Assured Life in terms of the Umbrella Group Policy may not exceed R100 000.00 (one hundred thousand Rand) for Assured Lives age of 14 (fourteen) years and above. Should a child be covered in more than one policy, cover for children aged 6 (six) but before attaining the age of 14 (fourteen) years will be limited to a maximum of R50, 000.00 (fifty thousand Rand) and R20,000.00 (twenty thousand Rand) for children below 6 (six) years, as prescribed in terms of legislation.

13. **TERMINATION**

- 13.1 After SDM has entered into this Umbrella Group Policy with the Participating Employer, the Participating Employer may instruct SDM to cancel cover under Umbrella Group Policy. The Participating Employer must submit this instruction in Writing to SDM within 31 (thirty-one) days of entering into the Umbrella Group Policy with SDM. The Participating Employer may submit such cancellation instruction to SDM if no Benefit

has been paid or claimed or the Insured Event has not yet occurred. SDM may deduct the cost of any risk cover the Assured Lives enjoyed under the Umbrella Group Policy before it was cancelled.

- 13.2 After the completion of the 31 (thirty-one) days period referred to above, the Participating Employer shall be entitled to cancel cover at any time by giving SDM Written notice.
- 13.3 The Participating Employer should afford the Employees covered under this Umbrella Group Policy cooling off rights similar to the rights afforded to it in terms of this Umbrella Group Policy.

14. CLAIM PROCEDURE

- 14.1 The claimant shall follow the claims procedure as prescribed in Writing by SDM from time to time in the event of a claim for the Benefits in relation to an Assured Life.
- 14.2 In the event of a claim, the claimant shall provide SDM with the following legible documents:
 - 14.2.1 A completed official claim form as required by SDM;
 - 14.2.2 A certified copy of the official death certificate issued by the Department of Home Affairs;
 - 14.2.3 Certified ID copies of the deceased and claimant. Where the new ID card is used, certified copies of both sides of the card are required. In case of 3rd (third) party payments, a certified copy of the 3rd (third) party's identity document and a discharge form;
 - 14.2.4 A fully completed BI/DHA-1663 form;
 - 14.2.5 A fully completed BI/DHA-1680 forms (if the deceased died at home);
 - 14.2.6 A police/road accident report, if death was due to unnatural causes;
 - 14.2.7 In the case of still born child, a medical report from the doctor who was present at the time the baby was born, confirming the mother of the child and the age of the foetus (in weeks) is required;

- 14.2.8 Official confirmation of registration as a full-time student from a registered tertiary institution if the deceased Assured Life is between the ages of 22 (twenty-two) and 26 (twenty-six) years, or medical report confirming disability of a disabled Dependent Child;
- 14.2.9 Proof of bank account into which the claim will be paid (bank statement or bank confirmation letter stamped by the bank and not older than 3 (three) months); and
- 14.2.10 Additional documents that SDM, in its sole discretion, deems necessary to finalise the claim.
- 14.3 Claims should be submitted to SDM within 12 (twelve) months of the death of the Assured Life.
- 14.4 Claims will be assessed, and a decision will be made within 2 (two) business days of receipt of all required claims documentation.
- 14.5 SDM will not pay or be liable for a claim unless the claimant -
 - 14.5.1 complies with requirements for notification and lodgement of its claim for Benefits;
 - 14.5.2 notifies SDM of its claim in Writing and institutes the claim with SDM in the prescribed manner within 12 (twelve) month(s) from the date of the occurrence of the Insured Event. In the event that SDM rejects a claim or disputes the amount of the claim, the claimant may make representations to SDM within a period of 90 (ninety) days after receipt of SDM's notification of rejection of the claimant's claim; or
 - 14.5.3 institutes legal action in a court of law or lodges a complaint against SDM with the Long-term Insurance Ombudsman or commences arbitration proceedings, within 12 (twelve) months of the date of the occurrence of the Insured Event, provided that the 12 (twelve) month period will be suspended by the 90 (ninety) day period mentioned above and provided further that the claimant will at all times have at least 6 (six) months after the expiry of the 90 (ninety) day period to institute legal action in a court of law, lodge a complaint with the Long-

term Insurance Ombudsman against SDM or commence arbitration proceedings with regards to the claimant's claim.

14.6 SDM shall be entitled to apply set off between any Benefits payable in terms of the Umbrella Group Policy and any outstanding Premiums payable in terms of the Umbrella Group Policy, or any other amounts due and payable to SDM by the Participating Employer arising from whatsoever cause.

14.7 No claims of whatsoever nature instituted in terms of this Umbrella Group Policy shall be entertained after the date of cancellation or termination for any reason whatsoever of this Umbrella Group Policy, unless the Insured Event occurred prior to the date of cancellation or termination.

14.8 Notwithstanding the provisions of the Umbrella Group Policy relating to claims, SDM reserves the right to cancel the cover in respect of an Employee and declare all Premiums paid by the Participating Employer in respect of the Employee forfeited, should there be evidence of, or an attempted submission of a fictional claim, fraud, or misrepresentation.

15. POLICY CERTIFICATE

All policy certificates, certificates, notices, and disclosures to be distributed in terms of the Policyholder Protection Rules prescribed under section 62 of the Long-term Insurance Act, FAIS Act and other relevant legislation shall be supplied by SDM or, by the Participating Employer's duly appointed Broker to the Employee, in accordance with the provisions of the Applicable Legislation.

16. CESSION / ASSIGNMENT

This Umbrella Group Policy and/or any of the Benefits payable in terms thereof may not be ceded or assigned.

17. RESIDENCY

17.1 All Assured Lives in terms of this Umbrella Group Policy must be permanently resident in the Republic of South Africa with effect from the Inception Date.

17.2 Benefits will not be paid in respect of an Assured Life who is permanently resident in a foreign country or resides for a continuous period exceeding 3 (three) months outside the Republic of South Africa.

17.3 All Benefits in terms of this Umbrella Group Policy shall be paid only to a South African bank in the South African currency (ZAR).

18. NOTICES AND DOMICILIA

18.1 The parties to this Umbrella Group Policy choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this Umbrella Group Policy at which addresses all processes and notices arising out of or in connection with this Umbrella Group Policy, its breach, cancellation or termination may validly be served upon or delivered to the parties.

18.2 For purposes of this Umbrella Group Policy the parties' respective addresses shall be –

18.2.1 in the case of the SDM:

address : Sanlam Business Park
9-13 West Street
Houghton
Johannesburg
2198

e-mail : Tiyani.Mbalati@sanlamsky.co.za

and is marked for the attention of Tiyani Mbalati

18.2.2 in the case of the Employer to:

address : Bremner Building, University
Crescent
Rondebosch, Cape Town

e-mail : Margie.Tainton@uct.ac.za

and is marked for the attention of Margie Tainton

or at such other address in the Republic of South Africa of which the party concerned may notify the others in writing provided that no street address mentioned in this sub-clause shall be changed to a post office box or *poste restante*.

18.3 Any notice given in terms of this Umbrella Group Policy shall be in writing and shall -

18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of hand delivery;

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 7th (seventh) calendar day following the date of such posting;

18.3.3 if transmitted by email be deemed to have been received by the addressee on the day of dispatch,

unless the contrary is proved.

18.4 Notwithstanding anything to the contrary contained or implied in this Umbrella Group Policy, a written notice or communication actually received by one of the parties from the other party including by way of email shall be adequate written notice or communication to such party.

19. AMENDMENTS

19.1 SDM shall at all times be entitled to amend any provision of this Umbrella Group Policy by 60 (sixty) days written notice to the Participating Employer and Employees (where applicable).

19.2 No amendment or cancellation of the Umbrella Group Policy as a whole or of any term or condition thereof shall be of any force and effect unless such amendment or cancellation is in writing and signed by SDM.

20. SEVERABILITY

Each and every provision of this Umbrella Group Policy shall be deemed to be separate and severable from the remaining provisions of this Umbrella Group Policy. If any of the provisions of this Umbrella Group Policy is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this Umbrella Group Policy shall be and remain of full force and effect.

21. PROTECTION OF PERSONAL INFORMATION

- 21.1 The Protection of Personal Information Act (POPIA) requires SDM to inform the Participating Employer and Employee how it uses, disclose and destroys personal information obtained. SDM is committed to protecting the Employee's privacy and will ensure that the personal information is used appropriately, transparently, securely and according to Applicable Law.
- 21.2 SDM undertakes not to divulge to any party not signatory to the Umbrella Group Policy, any information supplied and relating to the Benefits without prior written consent, unless required by Applicable Law.
- 21.3 By applying for cover in terms of the Umbrella Group Policy the Participating Employers and Employee agreed to the following:
- 21.3.1 The Participating Employers and Employee's personal information may be collected, processed, recorded, used and must be safeguarded during the rendering of financial services by SDM;
- 21.3.2 SDM will use the personal information only for the purposes for which it was collected and agreed to;
- 21.3.3 SDM may add to the personal information, with information received from other product providers and third parties in order to offer a more comprehensive and appropriate service;
- 21.3.4 SDM may verify, share and disclose the personal information to their product providers and third-parties whose services or products they use in order to adequately and appropriately render financial services;

- 21.3.5 SDM may also disclose the information where it has a duty or a right to disclose in terms of Applicable Law or where it may be necessary to protect its rights.
- 21.3.6 SDM may collect and process the personal information for SDM's own marketing purposes to ensure their products and services remain applicable and appropriate;
- 21.3.7 SDM will adequately protect the personal information to avoid unauthorized access and use of the personal information;
- 21.3.8 The Participating Employer and Employee will have the right to access their personal information;
- 21.3.9 The Participating Employer and Employee has the right to ask SDM to update, correct or delete their personal information;
- 21.3.10 Once the Participating Employer and Employee objects to SDM processing their personal information, SDM may no longer process the personal information, within reasonable parameters unless to conclude outstanding business. In the event that the Policyholder objects to SDM processing his/her personal information, cover in terms of the Umbrella Group Policy may terminate as the processing of the personal information is material to servicing the Umbrella Group Policy;
- 21.3.11 Should the Participating Employer and Employee wish to withdraw his/her consent to process his/her personal information, it must be done in Writing. SDM can be contacted on 0860 222 556 or gbgapservicing@sanlamsky.co.za;
- 21.3.12 Once the Participating Employer and Employee withdraws its consent, SDM is still obliged under the Applicable Law to keep the information for at least 5 years after termination of the relationship between SDM and the Participating Employer and Employee.

22. GENERAL

- 22.1 The parties hereby acknowledge that the Umbrella Group Policy concluded

between them constitutes the entire agreement between them as to the subject matter hereof, and that no other conditions, stipulations, warranties nor representations whatsoever, have been made by any party or that party's agent, other than as specifically included herein.

- 22.2 No latitude, extension of time or other indulgence which may be given or allowed by either party to the other in respect of any payment provided for in the Umbrella Group Policy or the performance of any other obligation shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of or otherwise affect any of the third party's rights in terms of or arising from this Umbrella Group Policy, or prevent such party from importing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 22.3 The Umbrella Group Policy does not accumulate cash or surrender value and may not be converted into a paid up policy. SDM specifically determines that no loans will be allowed in terms of this Umbrella Group Policy.
- 22.4 This Umbrella Group Policy is based upon the statements made by the Participating Employer and by any Assured Life. If any Assured Life age has been misstated, the amount payable under the Umbrella Group Policy will be the amount that the Premium paid would have purchased according to the correct age of the Assured Life concerned. Proof of age will be required before any benefit shall be provided under the Umbrella Group Policy.
- 22.5 Should the nature of the employment activities in which the Participating Employer and Employees are engaged change in part or in whole to such an extent that it may affect the risk in terms of this Umbrella Group Policy, the Participating Employer shall inform SDM within 30 (thirty) days of such change.
- 22.6 The parties agree to perform any further acts and to execute and deliver any further documents, which may be necessary or appropriate to carry out the purposes and the implementation of this Umbrella Group Policy.

22.7 The parties consent to the jurisdiction of the High Court of South Africa (Cape Town), to hear and determine any action or proceeding which may result from or arises from the Umbrella Group Policy.

22.8 Complaints

22.8.1 SDM can be contacted on 011 359 3014 or by e-mail gbcomplaints@sanlamsky.co.za, regarding any complaints or enquiries.

22.8.2 Complaints must first be referred to SDM's Legal and Compliance department.

22.8.3 Complaints which are not resolved may be referred to SDM's Arbitrator.

22.8.4 Complaints which are still not resolved may be referred to the Ombudsman for Long-Term Insurance or the Financial Sector Conduct Authority.

22.9 Compliance Officer

Telephone: 011 359 3058

Email: gbcompliance@sanlamsky.co.za

22.10 Sanlam Arbitrator

By fax on (021) 957 1786 or by email to arbitrator@sanlam.co.za.

22.11 Ombudsman for Long-term Insurance

Private Bag X45, Claremont, 7735 or on telephone number (021) 657-5000 or by email to info@ombud.co.za.

22.12 FAIS Ombudsman

(012) 762 5000 / (012) 470 9080 or by fax on (086) 764 1422 / (012) 348 3447 or by email to info@faisombud.co.za.

22.13 Financial Sector Conduct Authority

Telephone	(012) 428 8000 (switchboard)
Contact centre	(080) 0203 722
Fax	(012) 346 6941
Email	info@fsca.co.za
Postal address:	P O Box 35655, Menlo Park, 0102
Website	www.fsca.co.za

22.14 Information Regulator (South Africa)

Physical Address:	JD House, 27 Stiemens Street Braamfontein, Johannesburg, 2001
Postal Address:	P.O Box 31533 Braamfontein, Johannesburg

ANNEXURE 1

BENEFITS, PREMIUMS AND AGE AND DEPENDANT RESTRICTIONS

1. BACKGROUND

- 1.1 The Umbrella Group Policy together with this Annexure 1 constitutes an indivisible agreement between the parties in respect of the Group.
- 1.2 All words and expressions defined in the Umbrella Group Policy shall have a similar meaning in this **Annexure 1** unless expressly stipulated otherwise or inconsistent with, or otherwise indicated by the context.

2. BENEFITS AND PAYMENT OF PREMIUMS

The following Premiums and Benefits options shall be offered as at the Effective Date in terms of the Umbrella Group Policy:

- 2.1 The Benefit specified below shall be payable in a lump sum in the event of the death of an Assured Life.
- 2.2 Furthermore, the Participating Employer shall pay to SDM the Premiums as set out below in respect of the Assured Lives:

Immediate Family Benefits		
Assured Life	Option 1	Option 2
Employee	R 30,000	R 60,000
Spouse	R 30,000	R 60,000
Children age 14 to 21 years*	R 30,000	R 60,000
Children age 6 or over but under age 14	R 15,000	R 30,000
Children age 2 years or over but under age 6	R 15,000	R 30,000
Children under 2 years	R 7,500	R 15,000
Stillborn Child	R 7,500	R 15,000
Monthly Premium**	R 20, 80	R 39, 80

**Or age 25 (twenty-five) if a full-time student at a tertiary education institution. Proof of official confirmation of registration as a full-time student from a registered tertiary education institution should be submitted at claim stage.*

2.3 An Employee will be covered under Option 1 but may elect to be covered under Option 2 before the start of cover under the Umbrella Group Policy.

3. **MAXIMUM AGE AT ENTRY**

The maximum age at entry means the actual age at date of application and shall for purposes of this Umbrella Group Policy be:

Assured Life	Minimum entry age	Maximum entry age
Employee	18	64
Spouse	18	84
Dependent Child	0	21**

***Or age 25 (twenty-five) if a full-time student at a tertiary educational institution. Proof of official confirmation of registration as a full-time student from a registered tertiary education institution should be submitted at claim stage.*

4. **COVER TERMINATION AGE**

The Cover Termination Age for the purposes of this Umbrella Group Policy is 70 (seventy) years.

5. **DEPENDANTS**

A maximum number of 1 (one) Spouse, 5 (five) Dependent Children and 2 (two) stillbirths in respect of an Employee shall enjoy cover in terms of this Umbrella Group Policy, for the duration of the Policy.

6. **OPT IN/OUT**

New Employees have 31 (thirty-one) days to opt out and not take-up cover in terms of this Umbrella Group Policy. Employees have the option of re-joining at the Policy Anniversary Date or renewal date. The waiting period of 6 months will apply on any claims after re-joining.

ADDITIONAL BENEFITS



FMS Marketing Solutions Burial Repatriation Benefit Terms and Conditions

1. General

- 1.1 This document is a summary of the service provided by FMS Marketing Solutions (**FMS**), a division of Uniq Benefit Solutions (Pty) Ltd.
- 1.2 FMS shall provide all or some of the Funeral Support Services depending on the requirements and on the circumstances of the claimant. The services shall include the following:-
 - 1.2.1 Transportation arrangements for a single relative to accompany the mortal remains to the nearest funeral home of choice closest to the place of burial;
 - 1.2.2 Accommodation for a maximum of one night, if required, for a single relative accompanying the mortal remains to the place of burial;
 - 1.2.3 Legal assistance regarding the funeral procedures, for example assisting with obtaining the death certificate, removal of body etc.;
 - 1.2.4 Assistance in the arrangement of a funeral or cremation, it being recorded that any costs shall not be for the account of FMS;
 - 1.2.5 Referral by FMS to family members of the deceased to pathologists, if required;
 - 1.2.6 Referral by FMS to family members of the deceased to psychologist or psychiatrist, if required;

- 1.2.7 Referral by FMS to family members of the deceased for special counselling, particularly relating to the loss of a child, if required; and
- 1.2.8 Repatriation of the deceased.
- 1.3 **“Repatriation”** shall mean the repatriation of mortal remains.
- 1.4 In terms of this service arrangement, an assured life shall be repatriated to the funeral home choice, closest to the place of burial within the Republic of South Africa.
- 1.5 Should the assured life die in any one of the SADC countries (Republic of South Africa, Lesotho, Swaziland, Namibia, Botswana, Zimbabwe or Mozambique), then FMS will repatriate the remains of the assured life from that SADC Country to the funeral home choice, closest to the place of burial within the Republic of South Africa.
- 1.6 If the assured life died in the Republic of South Africa and the place of burial is outside the Republic of South Africa, FMS will repatriate the remains to a South African border post.
- 1.7 If the claimant elects to use their own service provider, FMS shall reimburse the Policyholder any cost incurred for repatriation, upon receipt of a paid invoice. The costs incurred by the claimant in respect of transportation/repatriation will be assessed against the prevailing market related rates. The reimbursement shall be limited to the actual cost incurred by the claimant, provided it does not exceed the determination made by applying the market related rates as calculated by the review panel up to a maximum of R20 000.
- 1.8 In order to claim for a reimbursement, the claimant must submit an invoice from the service provider to FMS within 6 months of the service having been rendered confirming the repatriation costs incurred.

2. Claims

- 2.1 In the case of the death of an assured life, the claimant shall be entitled to contact FMS as soon as practicable and furnish FMS with the following information:

- 2.1.1 Name and identity number of the deceased;
- 2.1.2 Address where the death occurred;
- 2.1.3 Policy number;
- 2.1.4 Name, physical address, email and telephone number where FMS can reach the claimant.
- 2.2 Claims can be submitted by calling: 0860 112 767 (sharecall) or 011 745 9000

3. General queries

- 3.1 For general queries contact: 011 745 9000

4. FMS Marketing Solutions

Address: Block B, 28 Sloane Street, Bryanston

Postal address: PO Box 71516, Bryanston, 2021

Telephone: 0860 112 767

Website: www.fmscenta.co.za

5. For Complaints

- 5.1 In the event of a complaint regarding the Burial Repatriation Benefit, FMS can be contacted on the details provided above. Alternatively, complaints can be submitted to the Consumer Goods & Services Ombudsman:

Sharecall: 0860 000 272

- Email: info@cgso.org.za

Fax: 086 206 1999

Blanche Claassen-Hoskins