

## LEGACY GOLD FUNERAL POLICY SCHEDULE

THIS IS AN IMPORTANT DOCUMENT ABOUT THE INSURANCE COVER TAKEN UP AND YOU SHOULD STUDY IT CAREFULLY AND ENSURE THAT YOU UNDERSTAND THE CONTENT.

You have applied for a Funeral Policy with Life Hero, which policy is underwritten by Guardrisk Microinsurance Limited, an authorized financial services provider (FSP No 51674) and a licensed insurer.

POLICYHOLDER DETAILS:					
Surname:	Name:		ID.	no.:	
Residential Address:					
					Code:
Contact number:		Email:			
DETAILS OF COVER:					
Entry Date	Commencement Date			Cover Amount	
		R15 000 Main Policyholder, R15 000 Spouse, R15 000 Child (14-21 years), R7500 Child (7-13 years), R3750 Child (0-6 years)			
INSURED MEMBERS:					
Name	ID Number		RELATIONSHIP	SUM ASSUREI	COMMENCEMENT DATE
CHILDREN DETAILS:					
Name	ID Number		RELATIONSHIP	SUM ASSUREI	COMMENCEMENT DATE
			CHILD		
NOMINATED BENEFICIA	ARY:				
Surname:	Name:		ID	no.:	
Contact number:	Relationship:			Bene	fit Percentage:100%
PREMIUM PAYMENT:					
Payment Method:		Payment	Frequency:   Mont	thly	Date: Y Y Y Y M M D D
Total Premium	Commission Fees		Binder	Fees	Outsource Fee
R99	18,5% to Legal Hero Business (Pty) Ltd 2% to Phakama Administration Services (Pty) Ltd		7,5% to Phakama Administration Services (Pty) Ltd		10% to Life Hero (Pty) Ltd
WAITING PERIODS:					

Suicide
12 calendar months from Commencement Date

## **DEFINITIONS**

The following words and expressions shall have the following meanings:

**Accident (or Accidental)** - 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, resulting directly and independently of any other cause, in Bodily Injury. This definition includes instances where a Claim results from the disappearance of an Insured and where a High Court has issued a presumption of death order.

**Accidental Death** - An unforeseen event, which could not reasonably have been expected to occur. The event must result in death caused directly and independently of all other causes by some external and visible means arising from this event and excludes death by Suicide and Natural Death.

Administrator - Means Phakama Administration Services (Pty) Ltd FSP 1473.

**Applicable Laws** - 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 At 4 of 2013, and any Protection of Personal Information Act 4 of 2013 and any other legislation relating to or regulating the protection or processing of data of Personal Information, direct marketing or unsolicited electronic communications and which may be applicable in the Republic of South Africa from time-to-time.

**Application** - Includes all forms of applying for this Policy. This will include physical (paper) application forms, voice logged telesales; and/or electronic applications. This Application shall also state the option of Benefits selected.

**Beneficiary** - The person/s as nominated by the Principal Insured, to receive the Benefit, subject to the terms and conditions set out in this Policy Schedule, upon the Principal Insured's death. Beneficiaries must be nominated at the time of application and may be amended any time prior to the Principal Insured's death. Where a Beneficiary nomination is not received, the Benefit will be paid to the eligible Spouse, next of kin or blood relative of the Principal Insured, who is responsible for the payment of the funeral costs and can provide evidence thereof to the satisfaction of the Insurer. The Principal Insured shall be the Beneficiary in respect of the death of a Dependant.

**Benefit** - The Benefit payable on the occurrence of a Death of an Insured under this

**Bodily Injury** - Means identifiable physical bodily injury to an Insured caused by an Accident. Bodily Injury shall also be deemed to include Death by starvation, thirst, and/or exposure to the elements.

Children (Child) - Any or all of the following:

the Principal Insured's unmarried minor children, natural and/or legally adopted, stepchildren, foster children, who have been included on the application form or the Principal Insured/s amendment form who have not yet attained the age



specified in the Policy Schedule. This age may be extended to an age specified in the Policy Schedule in respect of an unmarried child who is a full-time student at a registered tertiary institution. There will be no age restriction for children who are either mentally or physically incapacitated from maintaining themselves, always provided that the children are wholly dependent on the Principal Insured for support and maintenance. Once a child has become independent of the Principal Insured for support and maintenance, dependency and therefore the definition of a child cannot be revived later unless that child is still under the age specified in the Policy Schedule;

- a Stillborn child born to the Principal Insured or Spouse after the number of weeks (as specified in the Policy Schedule) of pregnancy, is included under this definition;
- children also includes all nominated or foster children at inception which are dependent on the Principal Insured.

The Administrator must be advised of all newborn Children to be added to the Policy within 60 (sixty) Days of their birth, failing which they will not be covered under this Policy. A maximum of up to 6 (six) children may be added onto the Policy.

**Claim** - A demand for Policy Benefits by a Claimant in relation to this Policy, irrespective of whether or not the Claimant's demand is valid. Claims must be made by submitting a completed claim form with supporting documents to the Administrator.

Claimant - A person who makes a Claim in relation to this Policy.

Claim Event - The insured risk, namely the Death of an Insured.

Claim Event Date - The date on which the Claim Event occurs giving rise to a Claim. Commencement Date - The date on which cover under this Policy starts, taking into consideration the applicable Waiting Periods and payment of the first Premium. This date is subject to the Insurer accepting the application.

**Cooling-off Period** - An opportunity for the Principal Insured to cancel the Policy, provided no benefit has been paid or claimed within a period of 31 (thirty-one) Days after receipt of the Policy Schedule.

 ${\bf Day}$  - Means a period of 24 (twenty-four) consecutive business hours. "Days" has a corresponding meaning where the context so allows.

Death - Means Accidental Death, Suicide or Natural Death of an Insured arising during the currency of the Policy whilst the Policy is active and all due Premiums have been paid.

**Dependants** - The Spouse or Children as defined.

**Entry Date** - The date that cover will commence for a Dependant added onto the Policy after the Commencement Date. This is the date that all Waiting Periods will commence including cover for Accidental Death once the revised Premium has been paid.

**Exclusion** - The losses or risk events not covered under this Policy. Should a Claim Event arise from an Exclusion, no Benefit will be payable.

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

**Insurable Interest** - A financial interest the Principal Insured has in respect of his/her Dependants and on whose Death a financial loss will be suffered by such Principal Insured.

Insured - The Principal Insured, Spouse and Child/ren.

**Insurer** - The insurance company that underwrites this insurance, namely Guardrisk Microinsurance Limited (registration number 1991/005238/06) and FSP number 51674), an authorised financial services provider and a life and non-life Micro Insurer licensed to conduct life insurance business in terms of the Insurance Act 18 of 2017. See the Disclosure Notice for details.

**Natural Death** - A death by natural causes is the end result of an illness or an internal malfunction of the body not directly caused by external forces. Indicated as Natural death on the death certificate.

**Personal Information** - The personal information as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA").

**Policy** - This legal document that has the Policy Schedule, the terms and conditions and any endorsements issued in terms of this Policy.

**Policyholder** - The Principal Insured who has applied for this Policy, who is between the ages of 18 (eighteen) and 64 (sixty-four) and who is the payer of the monthly Premium.

**Policy Schedule** - The Policy summary, which sets out the particular Benefits of the Policy, and which is provided to the Policy Insured.

**Premium** - The monthly amount payable by the Policyholder as stated in the Policy Schedule or any endorsement issued in terms of this Policy.

**Principal Insured** - The person whose life is to be insured under this Policy and on whose death all other insurance cover on his/her Policy Schedule shall cease, unless

the Policy is transferred in terms of clause 3.5. Principal Insured also refers to the Policyholder.

**Reinstatement** - Means where the Policy has lapsed due to non-payment of Premiums after the Grace Period, a request to reinstate the Policy may be made. The Insurer reserves the right to either accept or decline such reinstatement request. If the Policy is reinstated within 2 (two) months from the date of lapse, it will be done on the same terms as those issued at Commencement Date provided that all outstanding Premiums have been paid. If a request to reinstate is made after 2 (two) months from the date of lapse, a new Policy will be issued and all Waiting Periods will restart from zero.

**Reinstatement Date** - The date on which a Policy which had previously lapsed is reinstated by the Insurer. This is subject to the conditions of such a reinstatement being met by the Principal Insured.

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

- 1. in respect of a loss event or risk not covered by this Policy; and
- in respect of a loss event or risk covered by this Policy, but the premium or premiums in respect of this Policy are not paid; and
- in respect of a Claim arising from an Exclusion or during the applicable Waiting Periods.

"Repudiation" has a corresponding meaning where the context so allows.

Spouse - The person married to the Principal Insured by law, tribal custom, or tenets of any religion; and shall include a common law husband/wife of the Principal Insured or such person residing with the Principal Insured, who is normally regarded by the community as the Principal Insured's husband or wife. A person of the same gender residing with the Principal Insured who is regarded by themselves and the community as a common law couple shall also be regarded as a Spouse in terms of this Policy. Insurance cover for the Spouse shall cease upon the divorce and/or the permanent separation of the Spouse from the Principal Insured. The cessation of insurance cover shall be on the earliest of the separation date or the date of the final divorce order. A Spouse may be nominated at the Commencement Date or at the Entry Date by doing an Insured/s Amendment. Only 1 (one) spouse may be covered at any given time.

Stillborn Child - A stillborn child that did not draw breath or show any other signs of

**Stillborn Child** - A stillborn child that did not draw breath or show any other signs of life after being delivered or surgically removed from its mother after the 26th week of pregnancy. This excludes instances where the mother chooses to have an abortion. Stillbirths are covered automatically; however, limited to 2 (two) during the lifespan of the Policy.

Suicide - The act or an instance of taking one's own life. Suicide is subject to a 12 (twelve) month Waiting Period from the Commencement Date and will not be covered if arising during this period.

Unclaimed Benefits - A Benefit in terms of an approved Claim where payment cannot be made to the Principal Insured/Beneficiary within 3 (three) months of the Claim having been approved because the Principal Insured/Beneficiary is unknown or is not contactable. In other words, the Principal Insured/Beneficiary cannot be located, his/her emails are undelivered, his/her post is returned and/or his/her contract number is no longer in use. It is a Claim that is known to the Insurer and has been reported, assessed, proven valid and approved. "Unclaimed Benefit" shall have a corresponding meaning.

Variation - Any act that results in a change to:

- the Premium;
- any terms;any conditions:
- any Policy Benefit,
- any Exclusion: or
- the duration of this Policy.
   "Vary and "Variations" shall have corresponding meaning where the context so allows.

Waiting Periods - A period during which an Insured is not entitled to Policy Benefits whilst a Premium remains payable. Should a Claim Event, other than for Accidental Death occur within the Waiting Period, such Claim will not be payable. The Waiting Period commences from the Commencement Date and/or Entry Date of this Policy. Should any Insured member have been covered on a similar policy with another insurer in the 31 (thirty-one) Days before the Commencement Date or Entry Date of this Policy then no Waiting Period for Natural Death will be imposed provided that the previous Waiting Period on the similar policy with the alternate insurer had already passed and that this is a replacement, Policy. Proof of cancellation status will be requested at claim stage. If no such cover was in place by the Commencement Date, the full Waiting Period for Natural Death will apply for all insured lives. If the full Waiting Period on the alternate policy had not yet expired, then only the period still to expire will be in force upon the Commencement Date of Entry Date of this Policy.

## **ELIGIBILITY**

- 1. Only South African citizens and/ or permanent residents with a valid South African identity document can apply for this Policy or enjoy cover under this Policy.
- 2. You must reside within the borders of South Africa.

- 3. The Principal Insured must be at least 18 (eighteen) years old and younger than 65 (sixty-five) years old at the Commencement Date of the Policy to be covered.
- The Spouse must be under the age of 65 (sixty-five) years at the Commencement Date of the Policy.

# AGE AND OTHER RESTRICTIONS

Minimum entry age for Principal Insured	18 years	Max number of Principal Insured	1
Max entry age for Principal Insured	64 years	Max number of Dependents, incl. Spouse	7
Min entry age for Spouse	18 years	Max number of Spouses	1
Max entry age for Spouse	64 years	Max age of Children (Non-student)	Under 21 years
Max age of Children (Full-time student)	21 years		

References to age:		Benefits will only by paid in the following territory:	
Where Premiums are based on age, it means	Entry age	Within the borders of the Republic of South Africa	
Where Benefits are based on age, it means	Current age	within the borders of the Republic of South Africa	

## POLICY AMENDMENTS BY PRINCIPAL INSURED

Should a Principal Insured like to add additional Dependants or make any changes to his/her personal information or any other information pertaining to the Policy, he/she should contact the Administrator on (012) 348 8310 or email info@phakama.co.za or claims@lifehero.co.za.

#### **PREMIUMS**

- The Principal Insured is responsible for the payment of the Premium.
- The Premiums required to secure an Insured's Benefits shall be payable monthly in advance throughout the term of the Policy.
- All Premiums and Benefits due or payable by the Insurer shall be paid in the lawful currency of the Republic of South Africa.
- All Premiums are payable in accordance with the Policy Schedule.
- The Insurer will not change or Vary the Premium rate during the first 12 (twelve) months after Commencement Date of the Policy unless there are reasonable actuarial grounds to change or Vary the Premium rate or when the Variation will be to the benefit of the Policyholder. After the first 12 (twelve) months, the Insurer reserves the right to review and change the Premium and cover annually. Any changes to the Premium rate will be notified to the Policyholder 31 (thirty-one) Days

prior to the change taking effect. Such notification will provide appropriate details of the reasons for the change to the Premium rate and will afford the Policyholder with reasonable steps, such as an option to terminate the policy, to mitigate the impact of the increase on the Policyholder. The Premium rates may be amended or changed, based on the following factors: past and future expected economic factors (for example, but not limited to, interest rates, tax and inflation), past and future claims experience, past and future expected lapse experience, past and future expected mortality experience, expected future reinsurance, any regulatory and legislative changes impacting this Policy or any other factor impacting the Premium that the Insurer deems material at the time.

## **INCREASE IN BENEFITS**

When an increase in Benefits is selected by the Principal Insured, all Waiting Periods as referred to in the Policy Schedule will apply on the increased portion, as of the first Day of the month, following the month the increased option is selected by the Principal Insured.

Should a Claim arise within the Waiting Period, only the original Benefit amount will be payable to the Principal Insured or Beneficiary as was applicable prior to the election of the new increased Benefit option. Should a Claim arise after the expiry of the Waiting Periods the full increased Benefit shall be payable, subject to the terms and conditions of the Policy

## LAPSING AND REINSTATEMENT OF LAPSED POLICIES

If the number of premium payments missed in a row, or the total premium payments missed during the life of the policy reach the level specified in the Policy Schedule, the Policy will automatically lapse and no cover will remain. All benefits will be effectively

Where a Policy has lapsed, a request to reinstate benefits must be made to the Insurer or the Administrator in writing. The Insurer and the Administrator reserve the right to accept or decline reinstatement of the Principal Insured or any other insured persons. The Insurer will not entertain Reinstatement of a lapsed Policy if the Reinstatement application is made after the 2 (two) months following the date of lapse. In such an instance, a new Policy will be issued, and all applicable Waiting Periods will apply. The Insurer will not reinstate a lapsed Policy until all unpaid Premiums have been paid to the Insurer. If the Insurer decides that reinstatement of the Policy is unacceptable. then all Premiums paid from the date of lapse, less any expenses that the Insurer may have incurred, will be refunded to the Policyholder.

The Insurer will not consider reinstatement if this is only requested at claims stage.

If the Policy is reinstated within 2 (two) months from the date of lapse and all outstanding arrear Premiums have been paid, no Waiting Periods will apply unless by the date of lapse, the full Waiting Period had not yet expired, in which case the unexpired portion will still apply. Should a Claim Event arise while the Policy is in a lapsed status, there will be no cover and no Claim will be paid.

## **TERMINATION OF BENEFITS**

- 1. The Benefits of the Policy shall cease at the earliest of:
  - 1.1. The Death of the Principal Insured, unless the Policy may be transferred to another qualifying member on the Policy;
  - The Principal Insured fails to pay 2 (two) consecutive Premiums by the expiry of the Grace Period:
  - 1.3. The lapse of the Policy in terms of the policy conditions;
  - 1.4. The termination of this Policy for whatsoever reason;

- 1.5. Should the Insured proceed to cancel this Policy in writing:
- This Policy may be cancelled by the Principal Insured at any time by giving 31 (thirty-one) Days' notice; or
- 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 behaviour.

#### **GENERAL EXCLUSIONS**

No Claim will be payable under this Policy if the Claim Event is caused directly or indirectly by, or is the result of any of the following:

- 1. The Insured's active participation in the commission of a criminal activity resulting in the Claim Event;
- 2. The Insured's willing participation in any of the following:
  - any act of war (whether war is declared or not);
  - military action;

- riot;
- insurrection;
- civil commotion;
- terrorism:
- 3. Self-inflicted injury or suicide within the first 12 (twelve) months from the Commencement Date of the Policy.

### CLAIMS

The Claimant must notify a claim within 6 (six) months of the Claim Event date to the Administrator by phone call (012) 348 8310 or email info@phakama.co.za or claims@lifehero.co.za.

All Claim documentation must be submitted to the Insurer within 12 (twelve) months of the date of the Claim Event. Failure to do so could result in the Benefit being forfeited, unless there are extenuating circumstances for the late submission.

## Claim documentation required

- Claim Form A fully completed Claim Form signed by the Principal Insured/ a. Beneficiary.
- A Certified copy of the Death Certificate.
- A certified copy of the DHA1663 Notice of Death Form. A certified copy of the deceased's Identity Document.
- d.
- A certified copy of the Principal Insured's/Beneficiary's Identity Document.
- Proof of account of the Principal Insured/Beneficiary not older than 3 (three) months
- g. Proof of address of the Principal Insured/Beneficiary not older than 3 (three) months.
- A Police Report for Claim Events related to motor vehicle accidents, suicide, murder, and causes of death that are under police investigation;

### Rejection of the Claim and Time Bar

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

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

## Representation must be submitted in writing to:

Guardrisk Microinsurance Limited

Postal Address: PO Box 786015, Sandton, 2146

Physical Address: The Marc, Tower 2, 129 Rivonia Road, Sandton, 1926

Email: LifeClaims@guardrisk.co.za

Tel: 011 669 1000

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

Physical address: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, Cape Town, 7708 Or 110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198 Email: info@nfosa.co.za

Website: www.nfosa.co.za

Tel: 0860 800 900

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

# **CORRECTNESS OF STATEMENTS MADE TO THE INSURER**

The Insurer relies on the truth, completeness and correctness of all statements submitted. If the benefits granted have been obtained by any untruthfulness or false information, the Policy will be voided and all Premiums paid will be forfeited.

If Benefits have been paid on the basis of the false or incorrect information, the Insurer has the right to void the Policy and refund all Premiums paid.

#### **FRAUD**

Any Claim made against this Policy shall not be valid if:

- Any claim is in any respect fraudulent; or
  - Any fraudulent means or devices are used by the Principal Insured, Claimant or Beneficiary or anyone acting on their behalf, to obtain any benefit under this
- Scheme; or
- Any event is caused by the wilful act of the Principal Insured, or with the Principal Insured's support.

#### **VARIATIONS**

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

The Insurer will not change or Vary the terms and conditions during the first 12 (twelve) months after Commencement Date of the Policy unless there are reasonable actuarial grounds to change or Vary the terms and conditions or when the Variation to the terms and conditions will be to the benefit of the Policyholder. After the first

12 (twelve) months, the Insurer reserves the right to change or Vary the terms and conditions annually. Any changes to the terms and conditions will be notified to the Policyholder 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate details of the reasons for any change to the provisions, terms or conditions of the Policy and an explanation of the implications of the change. Any Variations and or changes will be binding on both the Insurer and the Insured and can be applied only after written communication of these changes has been sent to the Policyholder's last known address as it appears in our records at that time.

#### **CURRENCY AND LAW**

The Policy shall be subject to the laws of the Republic of South Africa. Where payment is to be made to or by the Insurer it shall be made in the currency of the Republic of South Africa at the Insurer's head office.

#### TREATING CUSTOMERS FAIRLY

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

- The Principal Insured is confident that his fair treatment is key to the Insurer's culture;
- Products and services are designed to meet the Principal Insured's needs;
- The Insurer will communicate clearly, appropriately and on time during the term of the Policy;
- The Insurer provides advice which is suitable to the Principal Insured's needs and circumstances;
- The Insurer's products and services meet the Principal Insured's standards and deliver what he expects;
- There are no unreasonable barriers to change the product, switch providers, access the Insurer's services, lodge a Claim or make a complaint.

## PROTECTION AND PROCESSING OF PERSONAL INFORMATION

The Principal Insured's privacy is of utmost importance to the Administrator/Insurer. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided or which is collected from Principal Insured is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.

The Principal Insured hereby agrees to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

The Principal Insured accepts that Personal Information collected by the Administrator/ Insurer may be used for the following reasons:

- to establish and verify the Insured's identity in terms of the Applicable Laws;
- to enable the Administrator/Insurer to fulfil its obligations in terms of this Policy:
- to enable the Administrator/Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
- any suspicious or fraudulent activity in terms of the Applicable Laws; and
   reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.
- Administrator/Insurer may share the Principal Insured's information for further processing with the following third parties, which third parties have an obligation to keep the Principal Insured's Personal Information secure and confidential:
- Payment processing service providers, merchants, banks and other persons that assist with the processing of the Principal Insured's 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 the Insured's Personal Information
- with;
  Credit Bureaus;
- The Administrator/Insurer's 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.

The Principal Insured acknowledges that any Personal Information supplied to the Administrator/Insurer in terms of this Policy is provided according to the Applicable Laws.

Unless consented to by Principal Insured, the Administrator/Insurer will not sell, exchange, transfer, rent or otherwise make available any Insured's Personal Information (such as name, address, email address, telephone or fax number) to any other parties and the Principal Insured indemnifies the Administrator/Insurer from any Claims resulting from disclosures made with the Principal Insured's consent.

The Principal Insured understands that if the Administrator/Insurer has utilised their Personal Information contrary to the Applicable Laws, they have the right to lodge a complaint with the Insurer. Should the Insurer not resolve the complaint to their satisfaction, they have the right to escalate the complaint to the Information Regulator.

### **COMPLAINTS**

If you have received inadequate information or unsatisfactory service or have a complaint about the advice / factual information you have received, please contact Phakama by phone call (012) 348 8310 or email info@phakama.co.za. Alternatively, Life Hero's Compliance department may be reached at: complaints@lifehero.co.za / 010 001 1001.

Should you be unsatisfied with the complaints handling process of Phakama and/ or Life Hero, you can contact Guardrisk Microinsurance Limited at:

Telephone: 0860 333 361 Email: Complaints@guardrisk.co.za Website: www.guardrisk.co.za

Should you remain unsatisfied with the complaints handling process, you may contact the National Financial Ombud Scheme as per the Disclosure Notice.