

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:

- The Insured's active participation in the commission of a criminal activity that results in a Claim Event;
- Natural Death within the initial 6 (six) months from the Commencement Date;

- Suicide or self inflicted injuries that results in death within the first 12 (twelve) months from the Commencement Date;
- 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

## PREMIUM CALCULATION

**Legacy Silver** R29.00 per month or **Legacy Gold** R99.00 per month includes: 18,5% commission to Legal Hero Business, a binder fee of 7,5% and 2% commission to Phakama and an outsource fee of 10% to Life Hero (Pty) Ltd.

Information on Premium Increases: The Insurer will not change or Vary the Premium rate during the first 12 (twelve) months after the 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 Principal Insured. After the first 12 (twelve) months, the Insurer reserves the right to review and change the Premium rate and cover annually. Any changes to the Premium rate will be notified to the Principal Insured 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate details of the reasons for the change to the Premium rate and will afford the Principal Insured with reasonable steps, such as an option to terminate the Policy, to mitigate the impact of the any increase on the Principal Insured. 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.

**Payment Grace Periods.** There is a grace period of 31 (thirty-one) Days after the Premium payment date where cover will remain in force despite non-payment. 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.

**Non-Payment of Premium.** A Claim Event that arises in the period after the Policy has lapsed will not be covered.

## PRINCIPAL INSURED DECLARATION

I hereby apply for the Life Hero Funeral Plan and I declare that I have not withheld any material information. I accept that this Policy application and declaration shall be the basis of the agreement between Life Hero and myself. I understand that any inaccurate, false, or untrue statement may render my Policy null and void. I understand that the Policy will only come into effect after the insurer has received my 1st premium. I understand that claims will not be paid to the beneficiary if all my premiums have not been paid up to date. I further declare that:

- The information supplied on this application form is true, complete, accurate and correct
- The benefits, terms and conditions of this Policy have been explained to me and that I understand and accept them
- The monthly premium is affordable and I can afford to pay the premium for

this Policy

- My bank details are correct for the deduction of my monthly premium via debit order or Persal or Persol (if applicable)
- I understand once my application has been processed I will receive my Policy Schedule
- I understand the waiting period for natural death is 6 months from the commencement date of cover
- I understand the waiting period for suicide is 12 months from the commencement date of cover
- In the event that my premium is one month in arrears, I hereby authorise Phakama to debit my bank account with the necessary amount to cover my premium in order to avoid this policy to lapse.

## LEGAL AND CONTRACTUAL RELATIONSHIP WITH THE INSURER

The Insurer and Life Hero have concluded a shareholder and subscription agreement that entitles Life Hero to place insurance business with the Insurer. The shareholder and subscription agreement entitles Life Hero to share in

the profits and losses generated by the insurance business. The Insurer may distribute dividends, at the sole discretion of the Insurer's Board of Directors, to Life Hero during the existence of the Policy.

## COMPLAINTS PROCEDURE

If you have received inadequate information or unsatisfactory service or have a complaint about the advice / factual information you have received, please contact Life Hero's Compliance department at: [complaints@lifehero.co.za](mailto:complaints@lifehero.co.za) / 010 001 1001

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

Telephone: 0860 333 361  
Email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)  
Website: [www.guardrisk.co.za](http://www.guardrisk.co.za)

**Should you remain unsatisfied with the complaints handling process, you may contact the National Financial Ombud Scheme on:**

Physical address: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, Cape Town, 7708  
OR 110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198  
Telephone: 0860 800 900  
Email address: [info@nfosa.co.za](mailto:info@nfosa.co.za)

## CLAIMS PROCEDURE

In the event of a claim we must be notified within 6 (six) months from the date the claim has arisen and be furnished with the claim documentation within 12 (twelve) months from the claim being reported. A claim can be lodged by: Tel: (012) 348 8310 (Phakama Administrator) or (010) 001 1001 (Life Hero) Email: [info@phakama.co.za](mailto:info@phakama.co.za) or [claim@lifehero.co.za](mailto:claim@lifehero.co.za)

**The following documents are required for a claim to be assessed:**

- Claim Form
- Certified copy of the death certificate
- Certified copy of the deceased's identity document

- Certified copy of the beneficiary's identity document
- Certified copy of the DHA1663 – Notice of Death form
- Certified copy of the beneficiary's bank statement/proof of account (not older than 3 months)
- Proof of address of the beneficiary
- A Police Report in instances of accidental death where the death is as a result of a motor vehicle accident, suicide or where the death is under investigation

## COOLING-OFF PERIOD

This Policy carries a 31 (thirty-one) day period in which the Policy can be cancelled should you not be satisfied with the Policy or with the service received. Any premium deducted during this period will be refunded should the Policy be

cancelled provided no claim event has arisen or any benefit paid. Any cancellation request received after the Cooling-off Period will not result in any premiums paid being refunded.

## FICA

Please complete page 4 (four) which you will find at the back of this application document.

## PRINCIPAL INSURED CONSENT DECLARATION

I hereby waive any right to privacy and authorise the Insurer (or its appointed Administrator):

- to obtain from any hospital, medical institution, police station, insurance company or any other person or entity, whom I hereby authorise to give and to disclose, any information which the Insurer requires or deems necessary to facilitate the assessment of the risks and the consideration of this application and any future claim(s) for benefits under this Policy arising from this application, and;
- to disclose any insurance information (provided by me or on my behalf to any other insurance company, either directly or through a database operated by or for Insurers as a group, at any time and in such detailed, abbreviated or coded form as may from time to time be decided by the

- Insurer or by the operators of such database; and
- to verify any information provided against other sources or databases;
- to disclose information regarding a specific policy, owner or life insured to any persons or institution provided that the Insurer considers such disclosure necessary in order to assess this application (or any future claims); and
- where required through the operation of law, to disclose information regarding a specific policy, owner or life insured to regulatory and government agencies.
- This consent will not cease in the event of my death.

## PROTECTION OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

Your privacy is of utmost importance to Us. We will take the necessary measures to ensure that any and all information, provided by you for the purpose of this application, is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.

You hereby agree to give honest, accurate and up-to-date Personal Information in order to process and accept this application.

**You accept that your Personal Information collected by Us may be used for the following reasons:**

- to establish and verify your identity in terms of the Applicable Laws;

- to enable Us to proceed to issue the Policy should we accept this application; Unless consented to by yourself, we will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other parties and you indemnify Us from any claims resulting from disclosures made with your consent.

You understand that if the Administrator/Insurer has utilised your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with Guardrisk or with the Information Regulator.