



**ENDORSEMENT NO. 8**

**TO THE**

**CAPE JOINT FUNERAL AID INSURANCE POLICY FOR PENSION  
FUND MEMBERS**

**EFFECTED BY  
THE EMPLOYER**

(Policy number 18001087X8)

The provisions of the Policy are replaced by the provisions in this document with effect from 1 March 2015.

Sanlam Life Insurance Limited (Registration no 1998/021121/06) must provide insurance in respect of the EMPLOYEES of certain EMPLOYERS in terms of this Policy (in which the attached Schedules are incorporated), provided that the provisions of the Policy are complied with by the EMPLOYERS. This Policy is issued to the EMPLOYER for the benefit of the persons who are entitled to benefits in terms of the Policy.

Signed at Bellville on behalf of Sanlam Life Insurance Limited on 10 June 2015.

Insurance

Financial Planning

Retirement

Investments

Wealth

**Sanlam Employee Benefits**  
2 Strand Road, Bellville 7530 | PO Box 1, Sanlamhof 7532, South Africa

T +27 (0)21 947 9111

Sanlam Life Insurance Limited Reg no 1998/021121/06. Licensed Financial Services and Registered Credit Provider (NCRCP43). Refer to the Sanlam website for directors and company secretary details.

[www.sanlam.co.za](http://www.sanlam.co.za)

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## SCHEDULE 1. DEFINITIONS

In this Policy, unless the context indicates otherwise,

- ♦ the singular also denotes the plural and vice versa; and
- ♦ the expressions below have the meanings indicated opposite them.

**COMMENCEMENT DATE** means 1 July 2000.

**CONTRACT WORKER** means a person-

- (a) who is appointed by the EMPLOYER on a contract basis in terms of Section 57 of the Local Government Municipal Systems Act, 2000; or
- (b) who is appointed according to other "cost to company" contract appointments, and

who is a member of the FUND.

**EMPLOYEE** means a person who -

- (a) is in the full-time service of the EMPLOYER; and
- (b) is a member of the FUND.

The expression EMPLOYEE includes a CONTRACT WORKER and a PREVIOUS SCHEME MEMBER.

**EMPLOYER** means one or more LOCAL AUTHORITY.

With regard to an EMPLOYEE, EMPLOYER means that EMPLOYER by whom the EMPLOYEE is or was last employed.

**FAMILY MEMBER** in regard to an INSURED means -

- (a) a QUALIFYING SPOUSE; and
- (b) a QUALIFYING CHILD.

**FUND** means Cape Joint Pension Fund.

**ILL-HEALTH** in regard to an INSURED means, for purposes of the funeral aid insurance, a condition where the INSURED - directly and exclusively as a result of a bodily injury or an illness - totally and permanently and continuously is prevented - even with further in-service training -

- ♦ from following the regular occupation which he/she practiced immediately before; and
- ♦ from following the occupations which he/she, in view of his/her training and experience, may reasonably be expected to follow,

and experiences loss of income.

**INSURED** means a person who is insured in terms of this Policy by virtue of being an EMPLOYEE.

**LABOUR RELATIONS ACT** means the Labour Relations Act (Act No.66 of 1995), as amended, and the regulations made in terms of it, or any substituting statutory measures.

**LOCAL AUTHORITY** means LOCAL AUTHORITY as defined in the RULES of the FUND.

**MARRIAGE** means -

- (a) a marriage or union in accordance with the Marriage Act, 1961, the Recognition of Customary Marriages Act, 1998, or the Civil Union Act, 2006, or the tenets of a religion; or
- (b) a union where two persons are living together as if married, with the commitment of continuing to do so permanently provided that
  - ♦ they have been doing so for at least six MONTHS; and
  - ♦ in the format prescribed by the EMPLOYER from time to time, they successfully applied in writing to the EMPLOYER, before the death of any one of them, for their union to be registered by the EMPLOYER; and
  - ♦ one or both of them are not joined in a marriage or union as contemplated in paragraph (a) above with another person,

on the understanding that the provision for the union to be registered by the EMPLOYER before the death of any one of them is waived by SANLAM. However, at the death of the person with whom the INSURED was joined in a union as contemplated in paragraph (b) above, proof to the satisfaction of SANLAM must be submitted that the deceased was in fact the person with whom the INSURED was living together as if married, they have been doing so for six MONTHS or more and one or both of them are not joined in a marriage or union as contemplated in paragraph (a) above with another person.

**MONTH** means any of the twelve periods in which a year is divided.

**NORMAL RETIREMENT AGE** means -

- (a) the age of 60 years as stipulated in the EMPLOYEE's employment contract with his/her EMPLOYER in the case of an INSURED who was a PREVIOUS SCHEME MEMBER before 1 October 1998; or

(b) the age of 65 years as stipulated in the EMPLOYEE's employment contract with his/her EMPLOYER in the case of any other INSURED, with a maximum age of 65 years.

**NORMAL RETIREMENT DATE** in regard to any INSURED means the last day of the MONTH in which he/she reaches the NORMAL RETIREMENT AGE.

**POLICY ANNIVERSARY** means the first day of July of each year.

**PREVIOUS SCHEME MEMBER** means an INSURED who was a member of the Cape Joint Family Cover Scheme on 30 June 2000, who became a member of the Scheme on 1 July 2000 and since then has remained insured without interruption.

**QUALIFYING CHILD** in regard to an INSURED or his/her QUALIFYING SPOUSE means his/her unmarried child and which includes a legally adopted child, a stepchild, a foster-child and a posthumous child, provided that –

- (a) the child is under the age of 21 years; or
- (b) if the child is 21 years or older, but under the age of 26 years, such child is a full-time student at an educational institution; or
- (c) if the child is incapacitated by a physical or mental infirmity from maintaining himself/herself such incapacity commenced when the child was either under the age of 21 or under the age of 26 years while a full-time student at an educational institution.

For purposes of this definition –

- (i) Stepchild means a child who is the biological child of the INSURED'S QUALIFYING SPOUSE, which child was born from a previous relationship between the QUALIFYING SPOUSE and a person other than the INSURED.
- (ii) Foster child means a child placed in foster care as envisaged in terms of applicable legislation.
- (iii) Adopted child means a child formally adopted in terms of applicable legislation.
- (iv) A posthumous child means a biological child of the INSURED, born after the death of the INSURED.

**QUALIFYING SPOUSE** in regard to an INSURED means, for purposes of the funeral aid insurance, the person with whom he/she is joined in MARRIAGE, provided that such person, at the time of qualifying for the insurance, has already reached the age

of 15 years and is not yet 75 years of age. If an INSURED is joined in MARRIAGE with two or more persons, QUALIFYING SPOUSE means -

- (a) only that one of them whom the INSURED nominated in writing to the EMPLOYER during the person's life; or
- (b) if the EMPLOYER advises SANLAM that the INSURED has failed to nominate only one of them in terms of paragraph (a), only the one with whom he/she is joined in MARRIAGE first,

on the understanding that the nomination in terms of paragraph (a) above is waived by SANLAM. However, at the death of a QUALIFYING SPOUSE, proof to the satisfaction of SANLAM must be submitted that the deceased was in fact the person which was insured as the QUALIFYING SPOUSE. If no proof is submitted, the person with whom the INSURED was joined in MARRIAGE first will be regarded as the QUALIFYING SPOUSE.

In the case where a nomination has been made in terms of paragraph (a) above, it remains in force as long as the INSURED is joined in MARRIAGE with the relevant spouse.

For purposes of the continuation of benefits with waiver of any further premium payments in terms of clause 3.3, QUALIFYING SPOUSE in regard to an INSURED means his/her QUALIFYING SPOUSE on the date of the applicable event as envisaged in clause 3.3.

**RULES** means the RULES of the FUND.

**SANLAM** means Sanlam Life Insurance Limited.

**SCHEME** means Cape Joint Family cover Scheme for Pension Fund Members.

**STILL-BORN CHILD** means a child that has had at least 26 weeks of intra-uterine existence but showed no sign of life after complete birth.

**SCHEDULE 2. PARTICIPATION****2.1 INSURED**

- 2.1(1) Every EMPLOYEE who was member of the SCHEME immediately prior to 1 July 2008 and remained in the active service of the EMPLOYER without interruption became an INSURED on 1 July 2008.
- 2.1(2) From 1 July 2008, every EMPLOYEE qualifies to become an INSURED in terms of this Policy, provided that -
- (a) he/she is on the permanent staff of the EMPLOYER in the case of an EMPLOYEE other than a CONTRACT WORKER;
  - (b) he/she has already reached the age of 15 years in the case of a person who qualifies to become an INSURED on or after 1 May 2014; and;
  - (c) he/she has not reached the NORMAL RETIREMENT AGE.
- 2.1(3) Every EMPLOYEE who qualifies for this insurance on or after 1 July 2008, automatically and without any specific application is insured in terms of this Policy from the date on which he/she qualifies for the insurance.
- 2.1(4) The requirements referred to in the preceding sub-clause must be laid down by the EMPLOYER as a condition of employment of its EMPLOYEES.

**2.2 FAMILY MEMBERS**

A FAMILY MEMBER of an INSURED is insured in terms of the Policy from the moment the INSURED is insured in terms of the Policy, provided that the insurance of a FAMILY MEMBER who has to be nominated by the INSURED in terms of the Policy, commences on the first day of the MONTH following the date on which the nomination in writing is received by the EMPLOYER, unless SANLAM and the EMPLOYER agree otherwise in the case of a particular FAMILY MEMBER.

**2.3 Termination of participation of an INSURED**

An INSURED ceases to be an INSURED -

- (a) at the INSURED'S death; or
  - (b) as soon as the INSURED, after he/she has ceased to be an EMPLOYEE, ceases to be entitled to a benefit in terms of the Policy; or
  - (c) at the cancellation of the insurance in terms of the provisions of the Policy; or
  - (d) if the EMPLOYER ceases to carry on business,
- whichever event occurs first.

### SCHEDULE 3. FUNERAL AID BENEFITS

#### 3.1 Benefits before or on the NORMAL RETIREMENT AGE

3.1(1) If an INSURED dies before or on the NORMAL RETIREMENT AGE while he/she is an EMPLOYEE, an amount equal to R20 000 is paid.

3.1(2) If -

(a) a FAMILY MEMBER of an INSURED dies before or on the INSURED'S NORMAL RETIREMENT AGE and while the INSURED is an EMPLOYEE; or

(b) a FAMILY MEMBER of a deceased INSURED dies before or on the date on which the deceased INSURED would have reached the NORMAL RETIREMENT AGE,

the amount as indicated opposite the FAMILY MEMBER listed below is paid, provided that the amount which is payable in respect of a QUALIFYING CHILD is limited as indicated in clause 3.7(2):

<b>FAMILY MEMBER</b>	<b>Benefit</b>
QUALIFYING SPOUSE	R20 000
QUALIFYING CHILD aged 14 and over	R20 000
QUALIFYING CHILD aged 6 and over but younger than 14	R10 000
QUALIFYING CHILD younger than age 6 or STILL-BORN CHILD	R 5 000

3.1(3) For purposes of the payment of benefits in terms of this clause an INSURED whose service is terminated owing to ILL-HEALTH, is still regarded as an EMPLOYEE until he/she reaches the NORMAL RETIREMENT AGE if the EMPLOYER has informed SANLAM in writing of such termination of service and proof of such ILL-HEALTH has been submitted to SANLAM's satisfaction.

#### 3.2 Payment of benefit

3.2(1) SANLAM must pay the benefits payable in terms of this Schedule to the INSURED and if the INSURED is deceased, to a remaining FAMILY MEMBER decided on by the EMPLOYER, and in the event of there being no FAMILY MEMBER remaining, to a person decided on by the EMPLOYER or into the relevant INSURED's estate. Alternatively the EMPLOYER may instruct SANLAM to pay the benefit direct to the EMPLOYER whereupon the EMPLOYER will be responsible to pay the benefit to the INSURED or if the INSURED is deceased, to the aforesaid FAMILY MEMBER or, failing which, the relevant INSURED's estate.



3.2(2) Any payment by SANLAM in terms of this clause releases SANLAM from any further liability in relation to the benefits payable in terms of this Schedule. Neither the EMPLOYER nor the INSURED, FAMILY MEMBER, INSURED's estate or any other person shall have any claim against SANLAM once SANLAM has made payment in accordance with the EMPLOYER's instructions in terms of this clause or once SANLAM has made payment to the INSURED's estate based on the details provided by the EMPLOYER.

### 3.3 Waiver of premiums

Premiums payable to SANLAM for the benefits in terms of this Schedule in respect of an INSURED and his/her FAMILY MEMBERS are waived from the date -

- (a) of the INSURED's death;
  - (b) on which the INSURED's service with the EMPLOYER is terminated owing to ILL-HEALTH,
- whichever event occurs first.

### 3.4 Notice of claim

Benefits may be claimed in terms of this Schedule only if within six MONTHS after the death of the INSURED or a FAMILY MEMBER, SANLAM is notified in writing of the claim for the benefits.

### 3.5 General exclusions

Notwithstanding any other provision to the contrary in the Policy, no benefit is paid in terms of this Schedule if the INSURED'S or a FAMILY MEMBER'S death -

- (a) is a direct or indirect consequence of active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (b) is a direct or indirect consequence of -
  - (i) the use of nuclear, biological or chemical weapons, or any radioactive contamination; or
  - (ii) attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents,

irrespective whether any of the aforesaid has been performed with the specific use of information technology.

### **3.6 Commencement of SANLAM'S liability**

- 3.6(1) The benefits described in this Schedule are not payable in regard to an INSURED and a FAMILY MEMBER of the INSURED if the INSURED has the option of becoming an INSURED, but has failed to become an INSURED within three MONTHS of becoming entitled to do so, unless the EMPLOYER and SANLAM agree in writing that the INSURED may become an INSURED from a later date. In such case no benefits are payable if the INSURED or his/her FAMILY MEMBER dies as a result of natural causes within six MONTHS of the latest date on which the insurance described in this Schedule commences with SANLAM in respect of the particular person concerned.
- 3.6(2) The benefits described in this Schedule are not payable in regard to an INSURED or a FAMILY MEMBER if the INSURED, on the latest date on which the insurance described in this Schedule commences with SANLAM in respect of the INSURED, in the opinion of SANLAM, is incapable of performing his/her normal duties with the EMPLOYER as a result of a bodily injury or sickness and the INSURED or the FAMILY MEMBER dies before the INSURED, in the opinion of SANLAM, is capable of resuming his/her normal duties.

### **3.7 Limitations and other conditions regarding the benefits**

- 3.7(1) Notwithstanding any other provision to the contrary in the Policy, no benefits are payable in respect of an INSURED or a FAMILY MEMBER of the INSURED in terms of this Schedule once -
- (a) the EMPLOYER of the INSURED ceases to participate in the Policy; or
  - (b) the Policy is cancelled,
- whichever event occurs first.
- 3.7(2) The total amount payable in terms of this Schedule at the death of any child together with any other amount which, to the knowledge of SANLAM or the EMPLOYER, is payable on the death of that child by any insurer or by a friendly society, may not exceed -
- (a) R30 000, if the child is 6 years or older, but is under the age of 14 years.
  - (b) R10 000, if the child is under 6 years of age or a STILL-BORN CHILD.
- 3.7(3) The benefits to which an INSURED or a FAMILY MEMBER of the INSURED remain entitled to in terms of this Schedule after the waiver of the premiums in terms of

clause 3.3, are determined in accordance with the Policy as applicable immediately before the date from which the premiums are waived.

The benefits referred to in this sub-clause (3) will only be payable in respect of FAMILY MEMBERS of an INSURED if their names appear on a certificate, issued by SANLAM to the EMPLOYER, for benefit claiming purposes. This certificate will only be issued if the INSURED's death claim has been admitted by SANLAM and if the relevant information required by SANLAM to issue the certificate, is received within twelve MONTHS of the applicable event as envisaged in clause 3.3 or within three MONTHS of the birth of a posthumous child.

**SCHEDULE 4. ABSENCE FROM SERVICE****4.1 Absence with the EMPLOYER'S consent**

If an INSURED is absent from the service of the EMPLOYER with the EMPLOYER'S consent, he/she remains an INSURED as if he/she remains an EMPLOYEE. The INSURED, however, does not remain an INSURED for longer than two years.

Periods of absence that are interrupted by periods of less than three MONTHS, are added together to determine whether the period of two years has elapsed or not.

An INSURED will be deemed to be absent with the EMPLOYER'S consent while he/she is engaged in a strike that is protected in terms of the LABOUR RELATIONS ACT.

**4.2 Absence without the EMPLOYER'S consent**

An INSURED ceases to be an INSURED and the INSURED'S service with the EMPLOYER is regarded as terminated if and as soon as he/she is absent from the EMPLOYER'S service without the EMPLOYER'S consent.

**SCHEDULE 5. PREMIUMS****5.1 Monthly premiums**

- 5.1(1) In consideration for SANLAM's obligation in terms of the Policy, the EMPLOYER is liable for a monthly premium to SANLAM in respect of every INSURED. The premiums are laid down by SANLAM from time to time.
- 5.1(2) The EMPLOYER guarantees to pay the premiums for each MONTH to SANLAM in one amount at the end of the MONTH in respect of which they are payable.
- 5.1(3) If a benefit or an increase in a benefit becomes applicable to an INSURED before the fifteenth day of a MONTH, a premium is paid for the MONTH concerned as if the benefit or the increase, as the case may be, was applicable to the INSURED for the whole MONTH.
- 5.1(4) If a benefit or an increase in a benefit becomes applicable to an INSURED on or after the fifteenth day of a MONTH, then, for the determination of the premium payable for that MONTH, the benefit or increase, as the case may be, is regarded as not being applicable to the INSURED during that whole MONTH.
- 5.1(5) If a benefit is no longer applicable to an INSURED with effect from the fifteenth or a later day of a MONTH or if the benefit applicable to an INSURED decreases with effect from the said point in a MONTH, a premium is paid for the MONTH concerned as if the benefit or the benefit before its decrease, as the case may be, was applicable to the INSURED during that whole MONTH.
- 5.1(6) If a benefit is no longer applicable to an INSURED with effect from the fourteenth or an earlier day of a MONTH or if the benefit applicable to an INSURED decreases with effect from the said point in a MONTH, then, for the determination of the premiums payable for that MONTH, the benefit or the part by which the benefit decreases, as the case may be, is regarded as not being applicable to the INSURED during that whole MONTH.
- 5.1(7) The EMPLOYER and SANLAM may agree on a manner of determination and payment of premiums that differs from that set out in the preceding subclauses.
- 5.1(8) If any premium in regard to an INSURED is not paid promptly in terms of the Policy, SANLAM'S liability to make any payment or to provide any benefit regarding that INSURED lapses, but SANLAM may reinstate its liability regarding the INSURED prior to such lapse on the conditions which it may lay down.

**5.2 Days of grace**

Fifteen days of grace are allowed for the payment of premiums.

## SCHEDULE 6. MISCELLANEOUS PROVISIONS

### 6.1 Deductions from benefits

Notwithstanding any provision to the contrary in the Policy, expenses incurred by the EMPLOYER in respect of the following may be deducted from the benefits payable in terms of this Policy, and paid to the EMPLOYER -

- (a) payments in respect of the funeral costs of the INSURED or a family member of the INSURED; and
- (b) any expenses paid to a third party on behalf of the INSURED or a family member of the INSURED; and
- (c) any monies advanced to the INSURED or a family member of the INSURED.

For the purposes of this clause a family member is any person whom the EMPLOYER has confirmed to SANLAM in writing is a family member of the INSURED.

### 6.2 Unclaimed benefits

6.2(1) For purposes of this clause:

**BENEFICIARY** means a person who is entitled to a benefit in respect of a claim admitted by SANLAM in terms of this Policy.

**UNCLAIMED BENEFIT** means a benefit payable by Sanlam in respect of a claim admitted by SANLAM in terms of this Policy, but in respect of which the BENEFICIARY cannot be traced.

6.2(2) Once a claim in terms of this Policy has been admitted, the rights of a BENEFICIARY in respect of payment of an UNCLAIMED BENEFIT remains intact indefinitely.

6.2(3) SANLAM shall take reasonable steps to trace BENEFICIARIES as set out in the ASISA Standard on Unclaimed Assets, or in any Standard or Code replacing the aforesaid Code.

6.2(4) Sanlam shall pay interest on an UNCLAIMED BENEFIT from the date that all information needed for the evaluation of the relevant claim has been received, at the rate as determined by SANLAM taking into account prevailing after administration charge money market interest rates and any other factors that SANLAM may deem relevant.

6.2(5) An UNCLAIMED BENEFIT may be reduced by the amount of any reasonable costs incurred by SANLAM in identifying and tracing the relevant BENEFICIARY.

- 6.2(6) An UNCLAIMED BENEFIT may be reduced by all fees levied by SANLAM in respect of the administration of the UNCLAIMED BENEFIT, on the understanding that, in the event where no fees in respect of administration have been deducted by SANLAM from an UNCLAIMED BENEFIT, a fee may be charged by SANLAM for payment of the UNCLAIMED BENEFIT to the relevant BENEFICIARY.
- 6.2(7) Fees in respect of the administration and payment of UNCLAIMED BENEFITS will be as laid down by SANLAM from time to time, and shall be communicated by SANLAM to the EMPLOYER.
- 6.2(8) If the amount of an UNCLAIMED BENEFIT is less than R1 000, or an unclaimed benefit decreases to less than R1 000, and the cost of tracing the relevant BENEFICIARY will exceed the amount of the UNCLAIMED BENEFIT, no steps, or alternatively no further steps, will be taken by SANLAM to trace the BENEFICIARY.
- 6.2(9) In the event of an UNCLAIMED BENEFIT decreasing to nil, SANLAM's liability regarding the payment of the UNCLAIMED BENEFIT automatically terminates, and the BENEFICIARY will have no further claim against SANLAM in respect of the UNCLAIMED BENEFIT.

### **6.3 Currency**

All amounts payable to or by the parties in terms of the Policy, are payable in the Republic of South Africa in the currency of the Republic of South Africa.

### **6.4 Provision of data**

The EMPLOYER must provide, in a manner determined by SANLAM, the data which SANLAM may require in relation to the Policy.

SANLAM may act upon the data without further enquiry and is not responsible to anybody for any mis-statements, errors or omissions that may be contained in the data. If it transpires that such data is incorrect, SANLAM may in consultation with the EMPLOYER effect adjustments in the insurance which SANLAM provides in terms of the Policy and to the basis for calculation of the premium of the insurance, or cancel the Policy. These adjustments may only be made to the extent which in SANLAM's opinion is necessitated by the incorrect data.

SANLAM may share such data with any other party that is involved in the insurance in terms of this Policy.

### **6.5 Proof of claims**

When a claim for any benefit arises, SANLAM may require proof to its satisfaction as to any circumstance which may affect the recognition of the claim.

**6.6 Cession**

Neither the Policy nor any rights in terms of the Policy or any certificate issued by SANLAM in relation to the Policy, may be transferred or otherwise ceded or pledged.

**6.7 Indemnity**

SANLAM indemnifies the EMPLOYER against any losses or damages that may result from the negligence, dishonesty or fraud of any of SANLAM'S directors, employees or agents. The EMPLOYER also indemnifies SANLAM against any losses or damages that may result from the negligence, dishonesty or fraud of any of the EMPLOYER'S directors, employees or agents.

**6.8 Alterations to the Policy**

- 6.8(1) Subject to any contrary provision in the Policy, SANLAM may at any time amend any provision of the Policy, provided that SANLAM notifies the EMPLOYERS in writing of the amendment contemplated at least three MONTHS before the amendment becomes effective.
- 6.8(2) SANLAM may not amend the Policy after the EMPLOYERS participating in the Policy have given notice of cancellation of the whole Policy in terms of clause 6.12(1).
- 6.8(3) If the insurance in terms of the Policy becomes applicable to a new group of EMPLOYEES or ceases to apply to a group of EMPLOYEES, SANLAM, regardless of any provision to the contrary, may immediately effect adjustments to the basis for calculation of the premium rates. These adjustments may only be made to the extent which in SANLAM'S opinion is necessitated by the change in the groups of EMPLOYEES insured.
- 6.8(4) If the EMPLOYERS participating in the Policy appoint an intermediary to render services to them regarding this Policy, SANLAM may immediately alter the premium rates in proportion to any commission or fee payable to the intermediary.
- 6.8(5) If the Policy is amended with regard to the benefits payable in terms of the Policy, the amendment will, unless specifically stated otherwise, not apply to -
- (a) the benefits in respect of INSURED who are no longer EMPLOYEES on the amendment date; and
  - (b) benefits regarding claims which arise before the amendment date.

**6.9 Measures by the authorities**

If the authorities take measures which have a financial effect on the business to which this Policy is related, SANLAM, notwithstanding any provision to the contrary,



may adjust, in relation to those measures, the provisions of the Policy with effect from the date on which the measures become effective.

#### **6.10 Notifications to and by the parties**

For the purposes of the Policy, any notification directed by SANLAM to the person or body appointed from time to time to deal with SANLAM on behalf of the EMPLOYERS participating in the Policy is deemed to have been directed to each EMPLOYER participating in the Policy. Any notification or instruction directed to SANLAM by any person or body purporting to act for the EMPLOYERS, participating in the Policy, is deemed to have been directed by the EMPLOYERS.

#### **6.11 Entry of participating employers**

- 6.11(1) Participation in the Policy of a new EMPLOYER and its EMPLOYEES is subject to the consent of the EMPLOYER and SANLAM and also to any special conditions agreed to by the EMPLOYER and SANLAM with respect to that EMPLOYER and its EMPLOYEES.
- 6.11(2) Subject to the previous sub-clause an EMPLOYEE who is in the service of a new participating EMPLOYER before the date on which the EMPLOYER starts participating in the Policy and remains in the EMPLOYER's service without interruption, may become an INSURED on or after the date on which he/she qualifies for the insurance by applying for it. If an EMPLOYEE applies to become an INSURED more than three MONTHS after the date of qualification, he/she may become an INSURED with the approval of SANLAM. In such case no benefits are payable if the INSURED or his/her FAMILY MEMBER dies as a result of natural causes within six MONTHS of the latest date on which the insurance described in this Policy commences with SANLAM in respect of the particular person concerned.

#### **6.12 Cancellation and termination of the Policy**

- 6.12(1) SANLAM may cancel the Policy at any time by giving the other party two MONTHS' written notice.
- 6.12(2) An EMPLOYER or SANLAM may cancel the EMPLOYER's participation in the Policy at any time by giving the other party two MONTHS' written notice.
- 6.12(3) If an EMPLOYER ceases to do business, the part of the Policy pertaining to that EMPLOYER is deemed to be cancelled with effect from the date on which the EMPLOYER thus ceases.
- 6.12(4) SANLAM may cancel the Policy or the part of the Policy pertaining to an EMPLOYER if any obligation to SANLAM in terms of the Policy is not met.

**6.13 Interest on late payments**

- 6.13(1) Notwithstanding any provision to the contrary, SANLAM must pay funeral aid benefits payable in terms of the Policy within two working days, and any other benefit payable at death in terms of the Policy within ten working days, after the date on which the last supporting claim documents were received by SANLAM. If SANLAM does not pay a benefit within the period referred to and SANLAM is responsible for the delay, interest will be paid by SANLAM as from the end of this period.
- 6.13(2) The interest payable in terms of the previous sub-clause will be at a rate of interest determined by SANLAM from time to time, taking into account prevailing money market interest rates and any other factors that SANLAM may deem relevant.

**6.14 Territorial limitations**

- 6.14(1) The insurance provided in terms of the Policy in respect of an INSURED is applicable while he/she is physically present in the Republic of South Africa. If the INSURED is physically outside the Republic of South Africa, the insurance remains applicable in respect of him/her for a maximum period of six MONTHS. It is not necessary to inform SANLAM of an INSURED who is physically outside the Republic of South Africa for an uninterrupted period of six MONTHS or less.
- 6.14(2) At the end of the period of six MONTHS referred to in sub-clause (1) and at the end of each period of twelve MONTHS thereafter, the EMPLOYER may request SANLAM in writing to extend the period of insurance and SANLAM will inform the EMPLOYER in writing of its decision in this regard and if any additional conditions will apply in respect of the INSURED. The EMPLOYER must provide SANLAM with the following in respect of the INSURED:
- (a) The country in which the INSURED is physically present.
  - (b) Nature of work responsibilities.
  - (c) The expected period of stay in the relevant country.