

TERMS AND CONDITIONS FOR CLASSIC X FUNERAL BENEFIT OPTIONS (V1.1)

1. DEFINITIONS

In this Policy where the context requires, words importing the masculine shall be deemed to include the feminine and words importing the singular shall be deemed to include the plural and vice versa, and the following expressions shall have the following meanings:

1.1 "Application Form" means the form completed by the Principal Member to apply for a relevant SureCard / Classic X account product;
 1.2 "Certificate" means the account pack issued to the Principal Member as proof of participation in the benefits of this policy;
 1.3 "Entry Date" means the day the individual is accepted as a Member, and insurance cover commences under this Policy - the date on which the individual signs his account pack;
 1.4 "Member" means the account holder
 1.5 "Policyholder" means SureClub Value Added Products (Pty) Ltd (2001/013341/07), having their registered address Argo Building 184, Erasmus Street, Meyerspark, Pretoria, 0184 and the owner of this policy that is underwritten by African Unity Life Ltd. (2003/016142/06) a registered Long Term Insurer and authorized financial services provider with FSP number 8447;

1.6 "Principal Member" means the individual who is an account holder of Classic X a relevant Classic X product and who is stated as such on the Account Pack applicable to the benefit options;
 Amber Financial Technologies (RF) (Pty) Ltd is a division of The South African Bank of Athens Limited

2. ELIGIBILITY FOR BENEFITS

2.1 A Principal Member shall become a Member of the Scheme on the Entry Date.
 2.2 On the death of the Principal Member, the surviving Spouse may elect to become a Principal Member provided the election takes place within ninety days of the death of the original Principal Member.
 2.3 For Member Plan Benefit, a Member of the Scheme may not become a Principal Member before their 18th birthday or after their 65th birthday.

3. CESSATION OF BENEFITS

Benefits will cease upon the earliest of:
 3.1 On the death of the Member.
 3.2 On the 65th birthday of the Member in the case of the Member Plan Benefit
 3.4 At the point in time that the Principal Member ceases to be a Classic X account holder.
 3.5 At the point in time that the Principal Member's payment instruction to Classic X, is unsuccessful to collect the amount of monthly premium.

3.6 At the point in time that the Principal Member's disputes the payment instruction for the collection of the amount of premium.

4. PREMIUMS

4.1 Amount of Premiums
 4.1.1 The amount of premiums payable per benefit option to secure benefits under this policy is stated and disclosed on the Account brochure
 4.1.2 The Policyholder reserves the right to review the premium rate annually.
 4.1.3 Any amendment to the premium will be advised to the Principal Member, in writing displayed at the participating branches of the Policyholder, giving thirty days' notice to this effect.
 4.2 Payment of Premiums
 4.2.1 The premiums required to secure a Member's benefit shall be payable by the

Principal Member until the earlier of his death or his 65th birthday
 4.2.2 All premiums and benefits due to or payable by the Principal Member shall be paid in the lawful currency of the Republic of South Africa.

4.2.3 No latitude, extension of time or other indulgence which may be given or allowed, whether by agreement or inadvertently by the Policyholder to the Principal Member in respect of the performance of any obligation in terms of this contract, shall under any circumstances be construed to be implied consent or operate as a waiver or a notation of, or otherwise affect any of the rights of the Policyholder or stop the Policyholder from enforcing, at any time and without notice, strict and punctual compliance with each and every obligation of the Principal Member.

4.2.4 All premiums are payable monthly in advance. A 30-day period of grace is allowed for payment of the premiums.
 4.2.5 No claim will be considered for the Member Plan Benefit unless the premiums have been paid, monthly, for 3 consecutive months.
 4.2.7 If premiums, in whole or in part, are in arrears and the member has been informed of the arrear premium, then no claim shall be payable, subject to the Long-Term Insurance Act.

5. DEATH BENEFIT

5.1 Benefit Options: The Principal Member receives a mandatory funeral benefit of R5000- if the relevant product is chosen.

5.2 Documentation: In consideration of the payment of the premiums, and subject to the conditions of the policy, the Policyholder agrees that it shall pay the benefits as stated in the Certificate to the Principal Member upon receipt at its head office of:

5.2.1 The death certificate or a certified copy thereof;
 5.2.2 The identity document or certified copy thereof of the deceased;
 5.2.3 Any documentation required by the Policyholder as proof of the deceased's relationship to the Principal Member;
 5.2.4 Where the deceased is a Child over age 21 and under the age of 25 and was a full-time student, a certificate, signed by the Principal of the Educational Institute the Child attended until date of death, stating that the Child was a full-time student;
 5.2.5 Where the deceased is a Child over age 21 and was incapacitated by mental or physical infirmity from maintaining him/herself, a declaration signed by a Medical Practitioner setting out the nature of the infirmity of the Child from his 21st birthday until date of death;

5.2.6 Any other evidence the Policyholder may require.
 5.3 Exclusions: No claim will be admitted in terms of this policy if the event giving rise to the claim is caused directly or indirectly by or is in any way attributable to the following:
 5.3.1 Suicide, if death by the Member is as a result of suicide within the first 24 months of the policy.
 5.3.2 Any act or deed by the Member deliberately committed in violation of criminal law.

6. CLAIMS

6.1 Notification of Claim
 6.1.1 The beneficiary, in order of preference: spouse, child or parents or their appointed administrator, within three months of the occurrence of any claim; otherwise no claim will be entertained.
 6.1.2 All the required documentation per clause 6.2 above must be received within three months of the notification of the claim; otherwise no

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claim will be entertained.

6.2 Payment of a Claim
 6.2.1 On the death of the Principal Member: Payment of the benefit shall be made to the beneficiary (as stated in 7.1.1) and the receipt of a benefit by the beneficiary shall be a good and sufficient discharge by the Policyholder.
 6.3 Correctness of Statements made to the Policyholder
 6.3.1 The Policyholder relies on the truth, correctness and completeness of all statements submitted. If the benefits thereby granted or revival thereof has been obtained through any deliberate misrepresentation or concealment, this Policy shall be void and moneys paid in respect thereof shall be forfeited to the Policyholder.
 6.3.2 Should any benefits have been paid out on the basis of the information provided by the Member or beneficiary to the Policyholder, and such information, at the sole discretion of the Policyholder subsequently proves to be deliberately incorrect in any material respect, the Policyholder retains the right to take such steps as may be required to put it in the position it would have been in if the correct information had been received timeously.

7. ALTERATION OR TERMINATION OF THE POLICY

7.1 Alteration: Any specific nomination of the beneficiaries of this policy by the Member, must be given to the Policyholder, in writing, with as soon as possible of any such alteration.
 Acceptance of this alteration is at the Policyholder's sole discretion.

7.2 Termination
 7.2.1 The Principal Member or the Policyholder may terminate this policy provided a written notice, together with one calendar month notice to this effect, is given to the other party. On the completion of this notice period, i.e. the termination date; all claims, where the date of occurrence is after the termination date, will not be entertained under this policy.
 7.2.2 For claims received after the termination date but where the event giving rise to the claim occurred prior to the termination date, the claims will be paid provided clause 7 is strictly adhered to.

8. INTERPRETATION

8.1 The decision of the Policyholder as to the meaning of or interpretation of the policy shall be final and binding on the Members and every person claiming to be entitled to a benefit in terms of this policy. Only the Insurer has the right to repudiate claims
 8.2 If any person affected by a decision of the Policyholder in terms of clause 9.1 is dissatisfied with the decision, such person shall have the right to refer the matter to arbitration in accordance with the provisions of the Arbitration Act, 1965. Notice of intention to exercise this right shall be given by the person concerned to the Policyholder within ninety days of the Policyholder's decision. Before the arbitration commences, the person concerned shall furnish such security for the costs of arbitration as the Policyholder may reasonably require. The costs of the arbitration shall follow the award of the Arbitrator.

9. FRAUD

Any Certificate accepted under this policy shall be void as from the Entry Date if:
 9.1 Any claim under this policy is in any respect fraudulent, or
 9.2 Any fraudulent means or devices are used or employed by the Member or beneficiary to obtain any benefit under this policy.
 9.3 Any event is occasioned by the willful act of

the Principal Member, or with the Principal Member's connivance.

10. SURRENDER VALUE

This policy or any Certificate issued under this policy has no surrender value.

11. ASSIGNMENT OF POLICY

A Member may not cede, pledge or otherwise alienate the benefits or the rights to benefits in terms of their Certificate and such benefits shall not be subject to any form of execution or judgment and shall not, on insolvency, or on surrender form part of the estate of any Insured.

12. LAW

This policy and any Certificate issued shall be subject to the laws of the Republic of South Africa.

13. GENERAL

13.1 No Director or employee of the Policyholder shall be personally liable in respect of any claim or demand in terms of this contract.
 13.2 All declarations, submissions and the policy wording are included in the basis of the contract.

14. FAIS DISCLOSURE NOTICE: DISCLOSURES REQUIRED IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002

YOUR INTERMEDIARY	
SureClub Value Added Products (Pty) Ltd	
Physical Address: Argo Building 184, Erasmus Street, Meyerspark, Pretoria, 0184	Telephone Number: (012) 810-1400 Facsimile Number: (012) 810-1488
Postal Address: Private Bag X15, Lynnwood Ridge, Pretoria, 0040	clientcare@amberfintech.com

Financial Advisory and Intermediary Services (FAIS) Registration Number is: 16191
 SureClub acts as an intermediary in accordance with a mandate that is in place from African Unity Life Ltd.
 PI and FG Cover: SureClub does have Professional Indemnity Cover and not Fidelity Cover in place.

Claims Procedure: Completed claims forms and all required documents to be submitted to: Private Bag X15, Lynnwood Ridge, Pretoria, 0040 or can be emailed to clientcare@amberfintech.com
 Complaints Procedure: Complaints relating to any service given to you, the intermediary may be notified in writing to: Private Bag X15, Lynnwood Ridge, Pretoria, 0040 or can be emailed to clientcare@amberfintech.com
 Compliance Officer: The Compliance Manager: SureClub Value Added Products (Pty) Ltd, Telephone Number: (012) 810-1400, Facsimile Number: (012) 810-1488, e-mail: or can be emailed to clientcare@amberfintech.com
Policy Wording: A copy of the policy wording can be obtained from SureClub Value Added Products (Pty) Ltd

YOUR INSURER	
African Unity Life Ltd. (2003/016142/06) is an authorized financial services provider, FSP 8447 and registered Long Term Insurer	
Physical Address: The Vineyards Office Estate, Ground Floor, Riesling House, 99 Jip de Jager, Bellville 7530	Telephone Number: 0861 234 555 Facsimile Number: 0861 234 556

Postal Address: PO Box 4061 Durbanville 7550
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Legal Status: African Unity Life Ltd. is an Authorized Financial Services Provider in terms of FAIS.

PI and FG Cover: African Unity Life Ltd. has Professional Indemnity Cover and Fidelity Cover in place
 Compliance Officer: The Compliance Officer: Tel: 0861 234 555, Fax: 0861 234 556, e-mail: complaints@africanunity.co.za
 Complaints: You can access our Complaints Resolution Policy from African Unity Life e-mail: complaints@africanunity.co.za
www.africanunity.co.za

15. OTHER MATTERS OF IMPORTANCE

15.1 You will be informed of any material changes to the information about the intermediary and or insurer provided above.
 15.2 If any of the information reflected above was given to you orally, this disclosure notice serves to provide you with the information in writing. Should you not be satisfied with the policy, you are entitled a period up to 30 days within which you may cancel your policy in writing at no cost. Cover will cease upon cancellation of the policy.
 15.3 If we fail to resolve your complaint satisfactorily, you may submit your complaint to the Ombudsman of Long-Term Insurance.
 15.4 You will always be given a reason for the repudiation of your claim.
 15.5 If the insurer wishes to cancel your policy, this will be done in writing, via sms, to your last known cellphone number; within 30 days' notice
 15.6 You will always be entitled to a copy of your policy at no extra charge.

16. WARNING

16.1 Do not sign any blank or partially completed application form.
 16.2 Complete all forms in ink.
 16.3 Keep notes of what is said to you and all documents handed to you.
 16.4 Don't be pressurized to buy the product.
 16.5 If you fail to disclose facts relevant to your insurance, this may influence the assessment of a claim by the insurer.

PARTICULARS OF THE LONG-TERM INSURANCE OMBUDSMAN	
Postal Address: Private Bag X45, Claremont, Cape Town, 7700	Telephone Number: +27-21-6575000 Facsimile Number: +27-21-674-0951

The Ombudsman is available to advise you in the event of claims problems which are not satisfactorily resolved by the Intermediary and Insurer.

PARTICULARS OF THE FAIS OMBUDSMAN	
Postal Address: Financial Services Board, PO Box 74571, Lynnwood Ridge, 0040	Telephone Number: +27 12 470 9080 Facsimile Number: +27 12 348 3447

If any complaint with regard to advice given or intermediary services rendered to you was not resolved to your satisfaction, you can contact the FAIS Ombudsman.