

TREATING CUSTOMERS FAIRLY

This Plan has been created to meet the requirements of all Insured Persons. The Insurer, Service Provider and Administrator will, at all times, deliver on Plan Holder service and expectations by enforcing the principles of Treating Customers Fairly (TCF). The TCF principles ensure that fairness is applied to all Plan Holder experiences relating to new business, Plan Terms and Conditions, service and Claims processes. The TCF framework has 6 outcomes:

- a. The Plan Holder and all Insured Persons are confident that fair treatment is key to our culture;
- b. Benefits and services are designed to meet the needs of all Insured Persons;
- c. Any and all communication is clear, appropriate and on time, during the lifespan of the Plan;
- d. Any advice provided must be suitable for the Insured Person's needs and circumstances;
- e. The Benefits and services must meet the Insured Person's standards and also deliver what is expected; and
- f. There are no unreasonable barriers to access services, or to lodge a Claim or any complaints.

GENERAL DEFINITIONS

This Plan and all the Benefits herein are underwritten by Guardrisk Life Limited (1999/013922/06), a long-term Insurer registered to issue Life Insurance policies in terms of the applicable laws of the Republic of South Africa.

In this Plan, words referring to the male gender shall include the female gender and words referring to the singular shall include the plural number and vice versa.

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 natural causes. Should death not occur within thirty-one (31) days from the event, and only after, the death shall not be regarded as accidental for purposes of this definition.
ADMINISTRATOR	Capital Legacy Solutions (Pty) Ltd: registration number 1995/009479/07 (FSP No 43826).
AGE BAND	The age-grouping for the selected Benefit that is based on the age attainable at the next birthday of the Plan Holder at the Commencement Date of each Benefit and at each Review Date thereafter.
APPLICATION FORM	The form that the Plan Holder completes at the inception of the Plan or when making any changes to the Plan. This form shall state the names of the Insured Persons and the selection of Benefits to be paid in the event of a valid Claim.
BENEFACTOR	An additional Benefit offered to qualifying Insured Persons if they meet certain criteria as determined by the business rules of the Insurer at the time.
BENEFICIARY	The person or Estate entitled to receive the proceeds of a Claim payable. The Plan Holder accepts that the nomination of certain Benefits will be determined as per these Plan Terms and Conditions and certain Benefits will be nominated by the Plan Holder in the Application Form. In the absence of any nomination for such Benefits, the Benefit shall be paid to the Estate of the Insured Person.
BENEFIT	A product within the Plan, offered by the Insurer to cover the Insured Person. A Plan may have multiple Benefits.
BUSINESS DAY	Shall mean any day excluding a Saturday, Sunday or public holiday.
CAPITALISATION BENEFIT	The Benefit payable only in the event that the Executor and/or Trustee is not the Service Provider or where the Service Provider is prevented from rendering the Indemnified Legacy Services at the election of the Heirs.
CHILD	A Child is defined as any unmarried and dependent child of the Plan Holder or Spouse. This definition includes biological children, legally fostered or adopted children, step-children or children for which the Plan Holder or Spouse are legal guardians.
CLAIM	Shall mean, unless the context indicates otherwise, a demand for policy Benefits in relation to a policy, irrespective of whether or not the demand is valid.
CLAIMANT	Shall mean a person or Estate who makes a Claim under the Plan.
CLAIM EVENT	The death of an Insured Person whereupon a Claim means, unless the context indicates otherwise, a demand for Plan Benefits by a person in relation to a Plan, irrespective of whether the demand is valid, made by submitting a completed claim form with supporting documentation to the Administrator.

CLAIM EVENT DATE	The date of the event giving rise to a Claim for any Insured Person and which must occur during the term of the Plan and while the Plan is in force and the Benefit is active.
COMMENCEMENT DATE	The date that the cover for the selected Benefits will start as specified in the Application Form and as confirmed in the Plan Schedule.
CONSUMER PRICE INDEX	The Consumer Price Index (CPI) of the Republic of South Africa as published by Statistics SA.
CONTINUATION OPTION	A voluntary option provided to the Insured Person upon reaching the Maximum Benefit Term, whereby cover may continue at an alternative or additional premium. The Continuation Option must be taken within ninety (90) days of reaching the Maximum Benefit Term. No further Underwriting is required when taking out this option.
COOLING-OFF PERIOD	The period of time during which the Plan can be cancelled or amended without the incurring of any penalties or cancellation fees. Should a Plan Holder cancel during this period then all premiums paid will be refunded.
COVER CEASE AGE	The age at which cover will cease to be provided and when the Benefit will terminate for the Insured Person. The Cover Cease Age for each Benefit is specified in the Plan Schedule.
ESTATE	Estate means all the assets which a deceased person had power to dispose of by will, other than by virtue of a special power of appointment, upon their death.
EXCLUSION	A loss or risk leading to a Claim Event and which is not covered under the Plan. Should a Claim Event arise from an exclusion, the Claim will be deemed invalid and no Benefit will be payable.
EXECUTABLE ESTATE	The value of the Estate including all assets and excluding any liabilities, debts or obligations as per the Administration of Estates Act.
EXECUTOR	An executor of the Estate as defined in the Administration of Estates Act, 66 of 1965 to be the individual or firm, appointed by the Master of the relevant High Court to conduct the executorship services.
EXTENDED OPTIONS	The Plan Holder may select additional Benefits for an additional premium. These Benefits must be selected in the Application Form and will be specified in the Plan Schedule. These Benefits may only be taken in conjunction with one of the premium paying Indemnity Plans™.
FEE INDEMNITY PERCENTAGE	This is the percentage that is specified in the Plan Schedule, of the Indemnified Legacy Services that will be indemnified in the event of a valid Claim. The Fee Indemnity Percentages are not cumulative between multiple Benefits.
HEIR	An heir to the Estate as defined in the Administration of Estates Act, 66 of 1965. Also referred to as a beneficiary of the Estate.
IMMEDIATE LIQUIDITY BENEFIT™	Provided the Benefit is in-force and in effect at the Claim Event Date of the Insured Person, a cash Benefit will be paid to the Beneficiary - as specified in the Plan Schedule.
INDEMNIFIED LEGACY SERVICES™	These are the services that will be indemnified in the event of a valid Claim. The services covered under the Indemnity Plan are costs relating to: a. Executor or Estate Administration Fees; b. Conveyancer Attorney or Property Transfer Fees; c. Non-Estate or Non-Executable Asset Administration Fees; and d. Annual Testamentary Trust Administration Fees.
INDEMNITY BENEFIT	The indemnification provided by the Insurer for the Indemnified Legacy Services™ rendered by the Service Provider that is covered under the selected Benefit. This is subject to the Fee Indemnity Percentage and the Maximum Indemnity Benefit™ - as specified in the Plan Schedule.
INDEMNITY PLAN™	The name of the core insurance offering that is selected by the Plan Holder in the Application Form. The type of Indemnity Plan™ selected will be specified in the Plan Schedule.
INITIAL WAITING PERIOD	The period during which an Insured Person is not entitled to Plan Benefits and which period must expire after the Commencement Date, before a Claim Event due to natural causes will be deemed valid and payable. The Initial Waiting Period for each Benefit will be specified in the Plan Schedule. A Claim Event arising within this period will not be covered, and will remain invalid even after the Initial Waiting Period has expired. A Claim Event due to Natural Death will only be considered if it arises after the Initial Waiting Period has expired. A Claim Event that is due to an Accidental Death will be considered at any time after the Commencement Date.
INTEGRATED BENEFITS	These are Benefits included at no additional premium in the selected Indemnity Plan™. The Benefit values and Insured Person covered are specified in the Plan Schedule.

INSURER	Guardrisk Life Limited – a Long-Term insurer with registration number 1999/013922/06 (FSP no. 76).
INSURED PERSON	A natural person, who is covered under the Benefit.
MAXIMUM BENEFIT TERM	The maximum duration of the Benefit within which cover will be provided, measured from the Commencement Date of the Benefit. Upon reaching the Maximum Benefit Term, cover will cease and the Benefit will terminate. The Maximum Benefit Term for each Benefit is specified in the Plan Schedule.
MAXIMUM ENTRY AGE	The maximum age of an Insured Person, at the Commencement Date of the Benefit, calculated based on their attainable age at their next birthday which may not be exceeded if cover is to be provided.
MAXIMUM MYPROFESSIONAL™ SHORTFALL	The maximum shortfall is payable by the Estate when a MyProfessional™ is the Executor. If there is a shortfall between the MyProfessional's™ fees charged and the Capitalisation Benefit payable to cover such fees, this will be capped at the Maximum MyProfessional™ Shortfall as specified in the Plan Schedule.
MINIMUM ENTRY AGE	The maximum age of an Insured Person, at the Commencement Date of the Benefit, calculated as their attained age at their last birthday which must be exceeded in order for cover to validly commence.
MAXIMUM INDEMNITY BENEFIT™	This is the maximum indemnification of services provided by the Service Provider for the Indemnified Legacy Services™ rendered under the selected Benefit. The Maximum Indemnity Benefit™ for each insured Benefit and Insured Person is specified in the Plan Schedule. The sum of the Indemnity Benefits per selected Benefit for each Insured Person will equal the total Maximum Indemnity Benefit™ for the Insured Person.
MINIMUM MONTHLY INCOME	This is defined as the minimum Monthly Income required to be earned in order to be eligible for cover under a particular Benefit. For all Benefits and Insured Persons under the Plan, this will be determined based on the higher of the Monthly Income of the Plan Holder and the Spouse named in the Application Form, if applicable.
MISREPRESENTATION	The conscious decision to provide inaccurate or incorrect information in relation to any personal details or medical history (of all insured lives) or to change the true facts to mislead an interested party. This shall also mean the failure to disclose material information at the date of application that, had the Insurer been aware of it, would have resulted in the Plan not being issued. This includes non-disclosure of any Pre-existing Conditions.
MONTHLY INCOME	<p>Monthly Income is defined as one of the following:</p> <p>Cost to company This equals the average monthly gross taxable income plus the value of the use of a motor vehicle, and the employer's contributions to a medical scheme and pension fund, that is earned for the twelve (12) months immediately prior to the Commencement Date. This may include any other passive or supplementary income like rental income, investment income, interest or dividends.</p> <p>Gross Income The income payable or Benefits receivable on account of the Plan Holder's employment, or any services rendered by the Plan Holder.</p>
MYPROFESSIONAL™	<p>This is the individual, firm or company with a valid board of Executors or Trust License, other than the Service Provider, who is validly appointed in the latest Will as the Executor of the deceased's Estate.</p> <p>The individual, company or firm must be contracted to the Service Provider or have provided the Service Provider with a Power of Attorney to render the Indemnified Legacy Services™.</p>
NATURAL DEATH	The death of an Insured Person arising from any cause unrelated to accidental or unnatural means.
NON-EXECUTABLE ESTATE	Any value of the Estate not included as part of the Executable Estate.
NOTIFICATION PERIOD	The period after the Claim Event, within which a Claim must be notified to the Insurer in order to be valid.
PARENT	A natural person where the Plan Holder or Spouse is a biological Child, Step-Child, legally fostered or adopted Child of this individual.
PAYMENT DAY	The day in the month selected by the Plan Holder in the Application Form for premiums to be paid.
PAYMENT FREQUENCY	The frequency of a Benefit payment that is made once a valid Claim occurs. This will be specified in the Plan Schedule.

PAYMENT TERM	The number of Benefit payments made in the event of a valid Claim - as specified in the Plan Schedule. This only applies where the Payment Frequency is not a once-off payment.
PERSONAL INFORMATION	Means personal information as defined in the Protection of Personal Information Act 4 of 2013.
PLAN NUMBER	This is the unique number associated with each Plan – as specified in the Plan Schedule.
PLAN TERMS AND CONDITIONS	The document which details the Benefit rules under a Plan.
PLAN SCHEDULE	<p>The document sent to the Plan Holder by electronic mail to the email address specified in the Application Form, which states the benefits selected and accepted and the relevant terms thereof, to be covered under the Plan. The Plan Schedule will be provided at the Commencement Date and will be updated and sent to the Plan Holder at the Review Date or at any time the Plan is amended in any form or manner.</p> <p>An outline of all Benefits and terms thereof for all Plans are detailed in Annexure 1 of the Plan Terms and Conditions. The specifically selected Benefits and terms thereof for each Insured Person are specific in the Plan Schedule.</p>
PLAN HOLDER	The policy owner who is the principal life assured - as per the Plan Schedule.
PRE-EXISTING CONDITION	A medical condition for which the Plan Holder was aware of or sought medical advice or should reasonably have sought medical advice based on symptoms suffered prior to taking the Plan or any Benefit.
PREMIUM COMMENCEMENT DATE	The date at which the first premium for the Benefit is due. This will be the next possible Payment Day after the date of signing the Application Form which precedes the Commencement Date.
REPUDIATE	<p>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 –</p> <p>a. in respect of a loss event or risk not covered by this Plan; and</p> <p>b. in respect of a loss event or risk covered by the Plan, but the premium or premiums payable in respect of this Plan are not paid.</p>
REVIEW DATE	This is the date upon which Benefits and premiums are reviewed for the Benefits covered. The Review Date shall be on the 1st of January in each calendar year following the Commencement Date.
SERVICE PROVIDER	A company, companies or firm(s) contracted by the Administrator with approval from the Insurer, to provide the services insured under the Benefit. The Service Provider may change from time to time at the discretion of the Administrator and with approval from the Insurer.
SPOUSE	<p>The person married to the Plan Holder by law, tribal custom, or Tenets of any Religion. This includes a person living with the Plan Holder in a manner of a spouse, living in a relationship of mutual dependence, and running and sharing a common household, which would be considered by a court to be a common law spouse.</p> <p>Insurance cover for the spouse shall cease upon the divorce and/or the permanent separation of the spouse from the Plan Holder. The cessation of insurance cover shall be on the earliest of the separation date, the date of final divorce order, the death of the spouse or the death of the Plan Holder.</p>
TRUST	The legal entity created in accordance with the Trust Property Control Act 57 of 1988 of South Africa.
TRUSTEE	An individual person given control or powers to administer a Trust.
UNDERWRITING	Any evidence of health required by the Insurer for assessment purposes before a new Benefit or any Benefit alteration can be accepted for cover.
VARIATION OF A POLICY	<p>Shall mean any act that results in a change to –</p> <p>a. the premium;</p> <p>b. any terms;</p> <p>c. any condition;</p> <p>d. any Plan Benefit;</p> <p>e. any exclusion; or</p> <p>f. the duration of the Plan,</p> <p>and 'Vary' and 'Variations' have corresponding meanings.</p>

BENEFITS COVERED

INDEMNITY BENEFIT

The **Insured Person** of the **Indemnity Benefit** will be the life assured that is specified in the **Plan Schedule**.

The **Indemnity Benefit** will indemnify a percentage of the cost of the **Indemnified Legacy Services™** equal to the **Fee Indemnity Percentage** for the selected **Plan**. The **Indemnity Benefit** will be restricted by the **Maximum Indemnity Benefit™** specified in the **Plan Schedule**.

The minimum amount of indemnity provided on all **Plans** regardless of whether the **Maximum Indemnity Benefit™** has been reached, is equal to that offered on the **Core FeePlan™**.

The **Indemnity Benefit** provided will be calculated as the aggregated costs of the following:

- a. Fully executing the deceased's **Executable Estate**, excluding any liabilities, debts or obligations, at a rate and in a manner calculated according to the maximum statutory fee allowable in terms of the Administration of Estates Act, including VAT;
- b. Conveyancing fees incurred in the transfer of any property to the applicable **Beneficiary**. Conveyancing fees will be calculated according to the tariffs prescribed by the South African Law Society at the time at which any property needs to be transferred;
- c. Costs of Trusteeship of the assets left to any Testamentary Trusts. **Trustee** fees will be calculated as follows:
 - i. No initial Trust fee;
 - ii. 0.75% annual Trust fee plus VAT;
 - iii. A minimum and maximum annual Trust fee may apply for this calculation subject to the prevailing business rules of the **Service Provider** at the time; and
- d. The professional administration of the **Non-Executable Estate** assets at a rate of 0.75% plus VAT.

The above fees may change from time to time, without prior notice.

Should the provision of **Indemnified Legacy Services™** be more than the **Maximum Indemnity Benefit™**, then any shortfall will be borne by the **Estate** or the **Trust**. Special fee concessions may be determined by the **Administrator** in conjunction with the **Service Provider** on a case by case basis.

Should the provision of **Indemnified Legacy Services™** be less than the **Maximum Indemnity Benefit™** and if the **Estate** has been wound up and the Trust term ended, then no further **Benefit** will be provided.

The indemnification of the **Indemnified Legacy Services™** will only be provided for a valid **Claim**, if the **Service Provider** is appointed as the **Executor** and **Trustee** of the **Estate**, or if a Power of Attorney is provided by the **Executor** and **Trustee** for the **Service Provider** to conduct these services. In any other event, the **Capitalisation Benefit** will be applicable.

IMMEDIATE LIQUIDITY™ BENEFIT

The **Immediate Liquidity™ Benefit** will be paid as a cash **Benefit** to the **Beneficiary**.

All **Extended Option Immediate Liquidity™ Benefits** will also provide an **Indemnity Benefit** equal to the selected **Immediate Liquidity™ Benefit** for each **Insured Person** - as specified in the **Plan Schedule**. This will increase the **Maximum Indemnity Benefit™** for that particular **Insured Person**.

The **Insured Person** for this **Benefit** will be:

- a. Integrated Immediate Liquidity™ - One **Plan Holder**;
- b. Extended Immediate Liquidity™ (Principal) - One **Plan Holder**;
- c. Extended Immediate Liquidity™ (Family) - One **Spouse** and four **Children** will be automatically covered under one premium;
- d. Extended Immediate Liquidity™ (**Parent**) - A maximum of four **Parents** can be covered. Each **Parent** covered must be named in the **Application Form** - and for each individual covered, a separate premium is payable; and
- e. Extended Immediate Liquidity™ (**Child**) - A maximum of four **Children** can be covered if not already covered under the Extended Immediate Liquidity™ (Family). Each additional **Child** covered must be named in the **Application Form** and for each individual covered - a separate premium is payable.

ESTATE OVERHEADS PROTECTOR™

The **Insured Person** for the Estate Overheads Protector™ is the **Plan Holder** only.

The **Benefit** may have a different **Payment Frequency** and **Payment Term** – depending on the version selected.

The **Benefit** is available to the **Executor** to pay for costs relating to the **Estate** or the **Heirs** of the **Estate** - up to the stated **Benefit** amount per **Payment Term**. The **Benefit** is payable directly to the provider, **Heir** or **Estate** as may be determined by the **Executor**, and as evidenced by a signed written instruction by the **Executor** to the **Insurer** or **Administrator**. The **Executor** may determine that the following costs be paid by the **Insurer** on behalf of the **Estate** or its **Heirs** - but not limited to such:

- Masters' Office fees;
- Advertisement costs;
- Correspondent costs;
- Property clearance costs;
- Medical aid contributions;
- Car, household and homeowner's insurance;
- School & tuition fees;
- Utilities such as lights, water and property rates; or
- A discretionary amount to a maximum of 20% of the specified **Benefit** amount.

Should the **Estate** be wound-up before the stated **Benefit** amount is fully utilised - then the remaining **Benefit** will be paid as a lump sum to the **Estate**.

ESTATE GAP COVER™

INTEGRATED BENEFIT

Both the **Plan Holder** and the **Spouse** must be alive at the **Commencement Date**, in order for this **Benefit** to be valid.

This **Benefit** covers the **Plan Holder** and one **Spouse** of the **Plan Holder** - for an amount specified in the **Plan Schedule**.

Should the **Spouse's** death precede the **Plan Holder's** death by less than twelve (12) months or occur no later than twelve (12) months after the death of the **Plan Holder** and the **Cover Cease Age** for the **Spouse** has not been reached, then this **Benefit** will be payable. This **Benefit** covers the following:

- a. A lump-sum cash payment into the last survivor's **Estate** as specified in the **Plan Schedule**
- b. The **Maximum Indemnity Benefit™** for both **Insured Persons** will be waived thereby making the **Maximum Indemnity Benefit™** unlimited - should the **Service Provider** be used.

The premium for the **Indemnity Plan™** covering this **Integrated Benefit** will not change if the **Spouse** dies before the **Plan Holder** or if there is no **Spouse** to be covered.

No further premiums are payable after the death of the **Plan Holder**.

EXTENDED BENEFIT

Both the **Plan Holder** and **Spouse** must be alive at the **Commencement Date** for this **Benefit** to be valid.

This **Benefit** covers the **Plan Holder** and one **Spouse** of the **Plan Holder** for an amount specified in the **Plan Schedule**. This amount is payable over and above that covered in the **Integrated Benefit**.

In the event of a valid **Claim**, a lump-sum cash payment will be paid into the last survivor's **Estate** - as specified in the **Plan Schedule**.

Should the **Spouse's** death precede the **Plan Holder's** death by twelve (12) months or less or occur no later than twelve (12) months after the **Plan Holder's** death, then on acceptance of the **Claim**, the **Service Provider** will waive the **Maximum Indemnity Benefit™** and render an unlimited service of the **Indemnified Legacy Services™**.

Premiums are payable at the required premium payment date until the earlier of the **Plan Holder's** death or the **Spouse's** death. Premiums that would have been due between the first and second death will be suspended without affecting the status of the **Plan** and will be deducted in their entirety from the last survivor's **Estate**.

Annual Benefit Increases will cease when the first death occurs.

This **Benefit** will cease at the **Maximum Benefit Term**. If the **Continuation Option** is exercised, this **Benefit** will have no **Maximum Benefit Term** - and premiums will continue from the expiry of the **Maximum Benefit Term** until the second death occurs.

Premiums payable after the **Continuation Option** is taken will be calculated and quoted at such date. No further **Underwriting** will be required on the take up of the option.

CAPITALISATION BENEFIT

The indemnification of the **Indemnified Legacy Services™** will only be provided for a valid **Claim**, if the **Service Provider** is appointed as the **Executor** and/or **Trustee** of the **Estate**, or if a Power of Attorney is provided by the **Executor** and/or **Trustee** for the **Service Provider** to conduct these services. Where this is the case, the **Capitalisation Benefit** as specified in the **Plan Schedule** will be paid to the **Service Provider**.

Where the **Executor** of the deceased's **Estate** is neither the **MyProfessional™** nor the **Service Provider**, the full value of the **Capitalisation Benefit** will be payable to the deceased's **Estate** and no further **Benefit** or service will be provided.

Where the **MyProfessional™** is the **Executor** of the deceased's **Estate** and has provided the **Service Provider** with Power of Attorney, the **Service Provider** will render the **Indemnified Legacy Services™** not rendered by the **MyProfessional™**. The **Insurer** will pay the **MyProfessional™** the lower of:

- a. The **Capitalisation Benefit**; or
- b. The sum of:
 - i. 50% of the **Executor's** fees rate calculated in a manner and according to the maximum statutory fee allowable in terms of the Administration of Estates Act, including VAT; and
 - ii. 100% of the Conveyance of property if this is concluded by the **MyProfessional™**. Conveyance fees will be calculated according to the tariffs as prescribed by the South African Law Society at the time at which any property needs to be transferred.

Any surplus between what is payable to the **MyProfessional™** and the **Capitalisation Benefit**, will be payable to the **Estate**.

Any shortfall between what is payable to the **MyProfessional™** and the **Capitalisation Benefit**, will be for the account of the deceased **Estate** and/or Testamentary Trust(s). Any such shortfall is subject to the **Maximum MyProfessional™ Shortfall**.

No payment of the **Capitalisation Benefit** will be made to the **Estate** once the appointed **Executor** and/or **Trustee** has been accepted by the Master of the relevant High Court to be the **Service Provider** or the **MyProfessional™**.

BENEFACTOR™

Subject to certain business rules as determined by the **Administrator** and **Insurer**, **BeneFactor™** will pay out an additional cash lump sum in the event of a **Claim**.

BeneFactor™ can be turned on or off at any time during the **Benefit's** lifespan.

BENEFICIARY

The **Beneficiary** will depend on the **Benefit** being **Claimed** for:

- a. **Indemnity Benefit** - The **Service Provider**;
- b. **Immediate Liquidity Benefit™** - If the **Claim** is for an **Insured Person** other than the **Plan Holder**, then the **Beneficiary** will be the **Plan Holder**. Otherwise the **Beneficiary** will be the nominated **Beneficiary** as selected by the **Plan Holder** on the **Application Form**;
- c. **Estate Overheads Protector™** - The deceased **Estate**;
- d. **Estate Gap Cover™** - The **Estate** of the last surviving **Insured Person**; or
- e. **Capitalisation Benefit™** - The **MyProfessional™** where applicable, the **Service Provider** if they are appointed as the **Executor**, else the deceased **Estate**.

COVER

ANNUAL BENEFIT INCREASE

At the **Review Date**, all **Benefits** in-force covered under the **Plan**, will increase by the higher of 4% (four percent) or the increase in the **Consumer Price Index (CPI)**, as published by Statistics SA for the full calendar year preceding the **Review Date**.

The **Annual Benefit Increase** will continue for any **Indemnity Benefit** in-**Claim** which has not yet been exhausted or where the **Claim** has not yet been closed.

The **Annual Benefit Increase** for the Extended Estate Gap Cover™ **Benefits** will cease after the first death has occurred.

The **Plan Holder** will be notified in writing no less than 31 (thirty-one) days prior to the increase in premium taking effect.

COVER COMMENCEMENT	<p>Cover and the Initial Waiting Period will commence on the Commencement Date. Cover will be granted between the date of signing the Application Form and the Commencement Date under the following conditions:</p> <ol style="list-style-type: none"> Cover is not backdated for longer than forty-five (45) calendar days prior to the Commencement Date; The Application Form is signed and valid and would be accepted by the Insurer; and The Claim is deemed valid.
MAXIMUM ENTRY AGE	<p>The Maximum Entry Age will vary depending on the Insured Person:</p> <ol style="list-style-type: none"> A Child will have a Maximum Entry Age of twenty (20) years old; A Parent will have a Maximum Entry Age of seventy-five (75) years old; A Spouse will have a Maximum Entry Age of: <ol style="list-style-type: none"> fifty (50) years old for the Extended Estate Gap Cover™ Benefit; or sixty (60) years old for any other Benefit; and The Plan Holder will have a Maximum Entry Age of: <ol style="list-style-type: none"> fifty (50) years old for the Extended Classic or Premium Estate Overheads Protector™ Benefit and the Extended Estate Gap Cover™ Benefit; no Maximum Entry Age for the FeePlan™; or the CorePlan™; and sixty (60) years old for all other Benefits including BeneFactor™.
MINIMUM ENTRY AGE	<p>The Minimum Entry Age for any Insured Person is eighteen (18) years old.</p> <p>In the event that a Child is covered under the Family Immediate Liquidity Benefit™, then no minimum age limitation will apply. For this Benefit, a stillbirth will be considered for Claim payment - but a miscarriage will not.</p>
NUMBER OF POLICIES AND BENEFITS	<p>Each Insured Person may only be covered under one Plan administered by the Administrator.</p> <p>Each Insured Person may only be covered as the Plan Holder under one of each of the Integrated Benefits and one of each of the Extended Options. The only exception to this is where a Plan Holder may select Extended Overheads Protector™ - Lite along with either Extended Overheads Protector™ - Classic or Extended Overheads Protector™ - Premium.</p> <p>Each Insured Person may also be covered as either a Spouse, Parent or Child under one of each of the Integrated Benefits and one of each of the Extended Options.</p>
BENEFIT CHANGES	<p>Upgrades or downgrades can be requested by the Plan Holder at any time during the life of the Plan. All requests must be received in writing by the Plan Holder - through completion of a new Application Form.</p> <p>Downgrades will apply from the 1st day of the month following notification, unless a later date is selected by the Plan Holder as per the Plan Schedule, and which will not trigger any Underwriting requirements or affect the Initial Waiting Period.</p> <p>Upgrades will require additional Underwriting and a restart of the full Initial Waiting Period and the Pre-Existing Condition exclusion for the increased proportion in Benefit. The relevant Insured Person will be required to complete the Underwriting requirements, as required by the Insurer.</p> <p>Upgrades will apply from the 1st of the month after the Benefit has been accepted - unless a later date is selected by the Plan Holder as per the Plan Schedule. The Underwriting decision on the upgrade does not affect the existing cover in place.</p>
LAPSES AND REINSTATEMENTS	<p>A Plan or Benefit will be in arrears after the first missed premium. A double premium will be due the following month, in order for cover to remain in-force. Non-payment of the double premium will result in a lapse of the Plan or Benefit. Once lapsed, a Plan or Benefit may be reinstated at the Insurer's discretion. The following conditions will apply for Benefits with Underwriting requirements:</p> <ol style="list-style-type: none"> If the Benefit is less than twenty-four (24) months old when it has lapsed, and it is then reinstated within six (6) months of a lapse - a medical declaration of good health is required; In any other case, the Benefit will only be reinstated after the full medical questionnaire is completed; and A maximum of two (2) reinstatements will be allowed per Benefit. <p>For Benefits with no Underwriting requirements the Initial Waiting Period as well as the Pre-existing Condition exclusion will restart from the new Commencement Date of the reinstated Benefit.</p> <p>A reinstated Benefit's cover will commence on the first day of the month following the acceptance of reinstatement by the Insurer.</p> <p>If a reinstatement is not approved, the Insured Person may not take out a new Plan or new Benefit which was previously lapsed.</p>

TERMINATION	<p>Termination of cover for any Benefit will occur at the earliest of:</p> <ol style="list-style-type: none"> Completion of the cancellation form by the Plan Holder; Thirty-one (31) days after the written cancellation by the Insurer; When the last possible Claim Event has occurred on the Benefit; An act of fraud or Misrepresentation by the Plan Holder or anyone acting on the behalf of or in connivance with the Plan Holder; or The Insurer may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other action that it considers necessary in order to comply with the law and prevent or stop undesirable or criminal activity; or Death of the Plan Holder - except for the Estate Gap Cover™.
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PREMIUMS

AGE BAND	Premiums for all Insured Persons are based on the Plan Holder's applicable Age Band when the premium is due. If the Plan Holder's age next birthday at the Review Date or in the calendar year following the Review Date dictates that the Plan Holder should move to a higher Age Band - then the Plan Holder will do so from the Review Date for the purposes of calculating a premium due.
AGE NEXT BIRTHDAY	For the purposes of calculating the premiums due, the Plan Holder's age will be noted as their age attainable at their next birthday.
ANNUAL PREMIUM INCREASE	At the Review Date , the premiums due will increase by the Annual Benefit Increase + 1.5% per annum.
ANNUALLY REVIEWABLE PREMIUMS	<p>No premium guarantees are offered. At the Review Date, premiums will be reviewable based on the experience of the Insurer and may be adjusted accordingly. This may result in an increase in a particular year being larger than the Annual Premium Increase.</p> <p>Any increase in the premium amount will be notified to the Plan Holder in writing 31 (thirty-one) days prior to the change taking place.</p>
FREQUENCY	Premiums are payable monthly in advance, on the Payment Day .

CLAIMS

GRACE PERIOD	A Claim will only be paid if the Plan and Benefit is active and in-force and if all premiums are up to date. A grace period of one (1) calendar month will be provided for outstanding premiums before cover is cancelled. A Benefit with a Claim occurring during the grace period, will still be considered as in-force. If deemed valid, the Claim will be paid and any outstanding premiums will be deducted from the Benefit amount payable.
NOTIFICATION PERIOD	Claims must be notified to the Insurer within twelve (12) months of the Claim Event Date , in order to be considered valid unless there are extenuating circumstances for a Claim being notified after this period has prescribed.

BUSINESS RULES

Certain business rules may be changed from time to time by the **Insurer**, **Administrator** or **Service Provider** - without requiring prior notice to the **Plan Holder**.

EXCLUSIONS

This means a loss or risk event not covered under a **Plan**.

No **Claim** will be paid if the **Claim Event** was as a direct or indirect result of the following:

- a. War, hostilities, war-like operations, a military rising or usurped power whether war is declared or not;
- b. Invasion by a foreign enemy;
- c. Insurrection;
- d. Civil commotion, riots, illegal strikes or revolutions;
- e. Suicide, or an attempt threat;
- f. Self-imposed exposure to danger, unless in an instance to save a life;
- g. Use of nuclear, biological or chemical weapons, or any radioactive contamination;
- h. Driving under the influence of alcohol, where the alcohol level is higher than that permitted by law;
- i. Any criminal act or act in violation of the law;
- j. **Pre-Existing Conditions** for which the **Plan Holder** was aware of or sought medical advice or should reasonably have sought medical advice based on symptoms suffered within the twelve (12) months prior to the **Commencement Date** of the Benefit - and which result in a **Claim Event** within twelve (12) months of the **Commencement Date** of the Benefit;
- k. Participation in hazardous pursuits;
- l. Any **Natural Death** within the **Initial Waiting Period**; and
- m. **Misrepresentation** or withholding of material information that may have led to a decline in the acceptance of the cover.

LAW AND CURRENCY

The **Plan** shall be subject to the laws of the Republic of South Africa. All premiums and **Benefits** will be payable in the lawful currency of the Republic of South Africa.

CORRECTNESS OF STATEMENTS MADE TO THE INSURER

The **Insurer** relies on the truth, completeness and correctness of all statements submitted. Should any information provided subsequently prove to be incorrect in any material respect, the **Insurer** shall have the right to decline any payment of **Benefits**. In the event of a **Claim** being Repudiated on this basis and without limitation to incomplete information, then the **Insurer** reserves the right not refund any premiums paid. Should any **Benefits** have been paid out on the basis of the incorrect information provided to the **Insurer** by anyone **Claiming** a **Benefit**, the **Insurer** shall have the right to take such steps as may be required to put it in the position it would have been if the correct information had been provided in the first instance. This may include amounts paid out, being recovered from the **Plan Holder's Estate**.

FRAUD

Where the **Insured Person**, a dependant or any other person acting on behalf of the **Insured Person** or dependant has acted fraudulently towards the **Insurer** - whether at the time of entering into the **Plan** agreement, lodging a **Claim** with the **Insurer** or at any other time - no **Benefit** shall be payable to or in respect of such **Insured Person** under the **Plan** and the **Insurer** may terminate this **Plan** immediately. All premiums paid will be forfeited.

INCORRECTLY PAID CLAIMS

In the event of a **Claim** being paid and subsequently deemed invalid for whatever reason, the **Beneficiary** is obliged to return the proceeds back to the **Insurer**. The **Insurer** will have the right to **Claim** the full amount paid from the **Insured Person's Estate** - if required.

VARIATIONS

No variation to this **Plan** will be binding on the **Insurer, Administrator** or **Service Provider** unless made in writing and signed by a duly authorised officer of the **Insurer** and confirmed thereafter by payment of the premium by the **Plan Holder** whether varied or not. No act or omission to act by the **Insurer** or any officer or employee of the **Insurer** shall be deemed to be a representation on behalf of the **Insurer**, upon which the **Insured Person, the Heirs, the Executors** or any assigned persons are entitled to act.

This **Plan** is issued on the basis that the statements and information made and set forth in the application 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 **Plan**.

The **Insurer** reserves the right to amend, add or change the terms and conditions of this **Plan** by giving one month's written notice of its intention to do so. Any variations and/or changes will be binding on both the **Insurer** and the **Insured Person** and can be applied at any time to the existing terms and conditions after written communication of these changes have been sent to the **Plan Holder's** last known address as it appears in our records at that time.

SURRENDER AND ASSIGNMENT

This **Plan** does not attain a surrender, paid up or loan value - nor can it be assigned. The **Plan** may not be pledged as security for a loan or debt.

INTERPRETATION

If any person affected by a decision of the **Insurer** who is dissatisfied with the decision, shall have the right to refer the matter to the Ombudsman for Long-Term Insurance or arbitration. Referrals to arbitration shall be 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 **Insurer** within ninety (90) days of the **Insurer's** decision. Before the arbitration commences, the person concerned shall furnish such security for the costs of arbitration, as the **Insurer** may reasonably require. The costs of the arbitration shall follow the award of the Arbitrator.

CANCELLATION PROCEDURE AND CONSEQUENCES

You have a thirty-one (31) day **Cooling-off Period** calculated from the later of the date of deemed receipt of the **Plan Terms and Conditions** or the **Commencement Date** - during which you can cancel your **Plan** or effect an amendment to it if you are not satisfied with the **Benefit**.

The **Insurer** will pay any premium(s) you paid towards the **Plan** back to you, if you cancel your **Plan** in terms of the above.

To cancel your **Plan** within the **Cooling-off Period**, you will have to do one of the following:

- a. Provide a written cancellation instruction to the **Administrator**; or
- b. Email your written cancellation notice together with your **Plan Number**, full names, surname and ID number to cancellations@capitallegacy.co.za.

After the thirty-one (31) day **Cooling-off Period**, the **Plan** may be cancelled by the **Plan Holder** giving thirty-one (31) days' notice in writing to the **Insurer**, or the **Plan** may be cancelled by the **Insurer** giving thirty-one (31) days' notice in writing to the **Plan Holder** at the latter's last known address.

Cover will cease at midnight on the last day for which the premium has been paid. In the event that the **Plan** is cancelled after the expiry of the **Cooling-off Period**, the premiums paid will not be refunded to the **Plan Holder**.

PROCESSING AND PROTECTION OF PERSONAL INFORMATION

The **Plan Holder** acknowledges and consents to the **Administrator** and the **Insurer** processing his/her **Personal Information**:

- a. to enter into this **Policy** and for purposes of administering this **Policy** and complying with his/her instructions; and
- b. for the purposes of the prevention and detection of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities.
- c. for the purposes of processing and decisioning any **Claim Event**.

The **Plan Holder** has the right to access his/her **Personal Information** held by the **Administrator** and the **Insurer**, during office hours and within a reasonable time after receiving such a written request for access.

The **Administrator** and the **Insurer** will only keep the **Plan Holder's Personal Information** for as long as necessary or required by law.

The **Administrator** or the **Insurer** may transfer its rights or obligations under this **Policy** to a third party without the **Plan Holder's** consent and without notice. In such an event, the third party will then process the **Plan Holder's Personal Information**.

The **Plan Holder** may update his/her **Personal Information** at any time by calling the **Administrator**.

CONTACT DETAILS

SHOULD THERE ARE ANY ISSUES OF THE POLICY THAT REQUIRE AMENDMENT, INTER ALIA CHANGE OF ADDRESS, CHANGE OF BANK DETAILS OR CHANGE OF BENEFICIARY - THESE MUST BE ADDRESSED IN WRITING TO THE ADMINISTRATOR AS FOLLOWS:

Capital Legacy Solutions - Private Bag X3, Bryanston, 2021
Telephone: 087 353 2800
Email: lifeinfo@capitallegacy.co.za

IN THE EVENT OF A CLAIM, THIS MUST BE ADDRESSED TO THE ADMINISTRATOR AS FOLLOWS:

Capital Legacy Solutions - Private Bag X3, Bryanston, 2021
Telephone: 087 353 2800
Email: lifeinfo@capitallegacy.co.za

The following supporting documents will be required:

1. Copy of Identity Document of deceased;
2. Copy of Identity Document of Beneficiary, if required;
3. Notice of death from registered government office;
4. Death certificate;
5. For unnatural deaths, a police declaration and a copy of the accident report;
6. Any other documentation deemed necessary by the Insurer from time to time

Please reference our Claims Handling Framework on www.capitallegacy.co.za for more information.

SHOULD ANY INSURED PERSON HAVE A COMPLAINT OF ANY NATURE, THIS COMPLAINT MUST BE ADDRESSED IN FIRST INSTANCE TO THE ADMINISTRATOR AS FOLLOWS:

Capital Legacy Solutions - Private Bag X3, Bryanston, 2021
Telephone: 087 352 2800
Email: lifeinfo@capitallegacy.co.za

FOR COMPLAINTS THAT THE ADMINISTRATOR CANNOT RESOLVE, PLEASE CONTACT IN SECOND INSTANCE, THE INSURER AT:

Guardrisk Life Limited - P O Box 786015, Sandton, 2146
Telephone: 011 669 1000
Email: complaints@guardrisk.co.za

FOR COMPLAINTS THAT NEITHER THE INSURER NOR THE ADMINISTRATOR CAN RESOLVE, PLEASE CONTACT IN THE THIRD INSTANCE:

The Ombudsman for Long-Term Insurance - Private Bag X45, Claremont, 7735
Telephone: 021 657 5000 / 086 010 3236
Fax: 021 674 0951
Email: info@ombud.co.za

IF THE COMPLAINT STILL REMAINS UNRESOLVED, PLEASE CONTACT:

The Financial Sector Conduct Authority (FSCA) - P O Box 35655, Menlo Park, 0102
Telephone: 012 428 8000
Fax: 012 346 6941
Email: info@fsc.co.za

FOR COMPLAINTS RELATING TO THE PRODUCT, THE WAY IT WAS SOLD, OR IN RELATION TO ANY ADVICE, PLEASE CONTACT IN THE FIRST INSTANCE:

The FAIS Ombudsman - P O Box 74571, Lynwood Ridge, 0040
Telephone: 012 762 5000
Fax: 012 348 3447
Email: info@faisombud.co.za

ANNEXURE 1 - ALL VALUES IN THE TABLE BELOW ARE FOR 2018 ONLY

Benefit Name	MyProfessional™	Fee Indemnity %	Capitalisation Benefit	Benefactor™	Maximum MyProfessional Shortfall	Maximum Benefit Term	Cover Cease Age	Initial Waiting Period (months)	Underwriting	Benefit Payment Frequency	Benefit Payment Term (months)	Maximum Indemnity Benefit™	Immediate Liquidity Benefit™	Estate Overheads Protector™ (lump sum)	Estate Overheads Protector™ (monthly)	Estate Gap Cover™ Benefit
CorePlan™	No	25%	R0	R0	n/a	None	None	0	No	Once-off	n/a	Estate dependent	R0	R0	R0	R0
FeePlan™	No	75%	R0	R25 000	n/a	None	None	0	No	Once-off	n/a	Estate dependent	R0	R0	R0	R0
Indemnity Plan™ - Bronze	No	100%	R5 000	R0	n/a	None	None	6	No	Once-off	n/a	R125 000	R15 000	R6 000	R0	R0
Indemnity Plan™ - Silver	No	100%	R12 500	R0	n/a	None	None	0	Yes	Once-off	n/a	R250 000	R35 000	R8 000	R0	R0
Indemnity Plan™ - Gold	No	100%	R22 500	R0	n/a	None	Integrated Estate Gap Cover - The earlier of the Spouse or the Plan Holder reaching the age 60 next birthday None for other benefits	0	Yes	Once-off	n/a	R750 000	R80 000	R11 000	R0	R500 000
Indemnity Plan™ - Platinum	No	100%	R42 750	R0	n/a	None	Integrated Estate Gap Cover - The earlier of the Spouse or the Plan Holder reaching the age 60 next birthday None for other benefits	0	Yes	Once-off	n/a	R1 500 000	R110 000	R15 000	R0	R1 000 000
Indemnity Plan™ - Diamond	No	100%	R65 000	R0	n/a	None	Integrated Estate Gap Cover - The earlier of the Spouse or the Plan Holder reaching the age 60 next birthday None for other benefits	0	Yes	Once-off	n/a	R3 000 000	R135 000	R15 000	R0	R1 500 000
Indemnity Plan™ - Unlimited™	No	100%	R80 000	R0	n/a	None	Integrated Estate Gap Cover - The earlier of the Spouse or the Plan Holder reaching the age 60 next birthday None for other benefits	0	Yes	Once-off	n/a	Unlimited	R135 000	R15 000	R0	R1 500 000
Indemnity Plan™ - Bronze	Yes	100%	R10 000	R0	R250 000	None	None	6	Yes	Once-off	n/a	R125 000	R15 000	R6 000	R0	R0
Indemnity Plan™ - Silver	Yes	100%	R30 000	R0	R250 000	None	None	0	Yes	Once-off	n/a	R250 000	R35 000	R8 000	R0	R0
Indemnity Plan™ - Gold	Yes	100%	R60 000	R0	R250 000	None	Integrated Estate Gap Cover - The earlier of the Spouse or the Plan Holder reaching the age 60 next birthday None for other benefits	0	Yes	Once-off	n/a	R750 000	R80 000	R11 000	R0	R500 000
Indemnity Plan™ - Platinum	Yes	100%	R110 000	R0	R250 000	None	Integrated Estate Gap Cover - The earlier of the Spouse or the Plan Holder reaching the age 60 next birthday None for other benefits	0	Yes	Once-off	n/a	R1 500 000	R110 000	R15 000	R0	R1 000 000
Indemnity Plan™ - Diamond	Yes	100%	R160 000	R0	R250 000	None	Integrated Estate Gap Cover - The earlier of the Spouse or the Plan Holder reaching the age 60 next birthday None for other benefits	0	Yes	Once-off	n/a	R3 000 000	R135 000	R15 000	R0	R1 500 000

Benefit Name	MyProfessional™	Fee Indemnity %	Capitalisation Benefit	Benefactor™	Maximum MyProfessional Shortfall	Maximum Benefit Term	Cover Cease Age	Initial Waiting Period (months)	Underwriting	Benefit Payment Frequency	Benefit Payment Term (months)	Maximum Indemnity Benefit™	Immediate Liquidity Benefit™	Estate Overheads Protector™ (lump sum)	Estate Overheads Protector™ (monthly)	Estate Gap Cover™ Benefit
Indemnity Plan™ - Unlimited™	Yes	100%	R260 000	R0	R250 000	None	Integrated Estate Gap Cover - The earlier of the Spouse or the Plan Holder reaching the age 60 next birthday None for other benefits	0	Yes	Once-off	n/a	Unlimited	R135 000	R15 000	R0	R1 500 000
Extended Immediate Liquidity - Lite	n/a	100%	R0	R0	n/a	None	None	0	Yes	Once-off	n/a	R25 000	R25 000	R0	R0	R0
Extended Immediate Liquidity - Classic	n/a	100%	R0	R0	n/a	None	None	0	Yes	Once-off	n/a	R50 000	R50 000	R0	R0	R0
Extended Immediate Liquidity - Premium	n/a	100%	R0	R0	n/a	None	None	0	Yes	Once-off	n/a	R100 000	R100 000	R0	R0	R0
Extended Family Immediate Liquidity - Lite	n/a	100%	R0	R0	n/a	None	Spouse - None Child - 21, this will be extended to 25 if the child is a student dependant. No cover cease age will apply for disabled child dependants	6	No	Once-off	n/a	Spouse - R25 000 Child - R10 000	Spouse - R25 000 Child - R10 000	R0	R0	R0
Extended Family Immediate Liquidity - Classic	n/a	100%	R0	R0	n/a	None	Spouse - None Child - 21, this will be extended to 25 if the child is a student dependant. No cover cease age will apply for disabled child dependants	6	No	Once-off	n/a	Spouse - R50 000 Child - R10 000	Spouse - R50 000 Child - R10 000	R0	R0	R0
Extended Child Immediate Liquidity	n/a	100%	R0	R0	n/a	None	25	6	No	Once-off	n/a	R10 000	R10 000	R0	R0	R0
Extended Parent Immediate Liquidity	n/a	100%	R0	R0	n/a	None	None	12	No	Once-off	n/a	R25 000	R25 000	R0	R0	R0
Extended Estate Overheads Protector - Lite	n/a	n/a	R0	R0	n/a	None	None	0	Yes	Once-off	n/a	R0	R0	R30 000	R0	R0
Extended Estate Overheads Protector - Classic	n/a	n/a	R0	R0	n/a	None	None	0	Yes	Monthly	12	R0	R0	R0	R42 500	R0
Extended Estate Overheads Protector - Premium	n/a	n/a	R0	R0	n/a	None	None	0	Yes	Monthly	12	R0	R0	R0	R20 000	R0
Extended Estate Gap Cover - Lite	n/a	n/a	R0	R0	n/a	25 years	None	0	Yes	Once-off	n/a	R0	R0	R0	R0	R1 000 000
Extended Estate Gap Cover - Classic	n/a	n/a	R0	R0	n/a	25 years	None	0	Yes	Once-off	n/a	R0	R0	R0	R0	R2 000 000
Extended Estate Gap Cover - Premium	n/a	n/a	R0	R0	n/a	25 years	None	0	Yes	Once-off	n/a	R0	R0	R0	R0	R3 000 000