

Kaleido Code Pivot Suite 1 295 Florida Road Morningside Durban 4001

26 June 2021

Dear Sir/Madam

#### Introduction

Constantia Life & Health Assurance Company Limited (the Insurer) has appointed Ambledown Financial Services (Pty) Ltd (Ambledown) to perform certain binder functions on behalf of the Insurer. These binder functions are regulated in terms of Section 48A of the Short-Term Insurance Act 53 of 1998 and are set out in a written binder agreement between the Insurer and Ambledown. The binder functions are listed below -

- Providing quotations and renewal pricings to potential and existing policyholders
- · Accepting risk and performing all matters incidental to installing and renewing a scheme
- · Assessing and paying claims up to specified limits

Ambledown is remunerated for performing the above binder functions by a binder fee as agreed with the Insurer.

The Insurer has also outsourced certain other supporting administration functions to Ambledown in terms of a written administration agreement between The Insurer and Ambledown. Ambledown is remunerated for performing these outsourced administration functions by an administration fee as agreed with the Insurer.

The fees payable to Ambledown are reflected in the premium breakdown provided in the policy schedule.

#### Cover

With reference to the above mentioned insurance policy, we have pleasure in confirming that this policy has been renewed with effect from 1 January 2021.

Your policy details are as follows:

RENEWAL OF EXCEL LIFE INDIVIDUAL FUNERAL SCHEME R30 000
MASTER POLICY NUMBER: AMBLG003340
PREVIOUS TOTAL MONTHLY PAYMENT DUE PER MEMBER: R 47.50
TOTAL MONTHLY PAYMENT DUE PER MEMBER FOR 2021: R 47.50
INSURER: CONSTANTIA LIFE & HEALTH ASSURANCE COMPANY LIMITED (Reg. No. 1952/001635/06)

For your attention, attached please find the relevant documentation including the Master Policy Wording and Schedule of Insurance detailing your particular cover in terms of this policy. In compliance with the Code of Conduct in terms of the Financial and Advisory Intermediary Services Act a copy of the Disclosure Notice is also enclosed for your attention.

Please note that the attached wording replaces all wordings previously issued.

Premiums are to be paid into the following bank account including a reference to your company name:

**Account Holder: Constantia Insurance Co Ltd** 

Bank: First National Bank Branch Code: 255005

Account Number: 62826853922

Please study the attached documentation whilst paying special attention to the Schedule of Insurance to ensure that all details contained therein are correct.

We trust that you will find the above to be in order and should any of your details change, or should you have a query or wish to submit a claim please contact your broker as indicated on the attached Schedule of Insurance

Yours Faithfully

**AMBLEDOWN FINANCIAL SERVICES (PTY) LTD** 

mbledown is an Authorised Financial Services Provider, No. 10287



# EXCEL LIFE INDIVIDUAL FUNERAL SCHEME R30 000

### MASTER POLICY WORDING

Master Policy No.: CLAH/AMBL/2021

In consideration of and conditional upon the prior payment of the premium by or on behalf of an Insured person and the acceptance thereof by or on behalf of Constantia Life and Health Assurance Company Limited (the Company) before the inception date or renewal date (as the case may be) and subject to the sections detailed in the Policy and any Endorsements to the Policy the Company agrees to pay the Principal Insured Person for an insured incident occurring during the period of insurance up to the limit of indemnity stated for the Insured person and the benefit as stated in the Policy. The Application form and declaration completed by the Policyholder, Insured person and/or Principal Insured Person are the basis and form part of this Policy as well as the policy schedule and any endorsement to the Policy.

#### **DEFINITIONS**

In this Policy all words and expressions signifying the singular shall include the plural and vice versa. Words and expressions implying the masculine gender shall include the feminine. The following words and expressions shall have the following meanings:

- 1. "Accidental Death" means 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.
- 2. "Application form" means the form completed by the Principal Insured Person, Policyholder or Policy Owner and shall be the basis for the selection of benefits.
- 3. "Company" means Constantia Life and Health Assurance Company Limited, Reg. No. 1952/001635/06. FSP No 49986.
- 4. "Eligible Child" means The Principal Insured Person's unmarried minor child who has not yet attained the age of twenty-one (21) and who is not already insured under this Policy or any other insurance issued by the Company providing similar cover.

This age may be extended to twenty-six (26) in respect of an unmarried child who is a full time student. There will be no age restriction for children who are either mentally or physically incapacitated from maintaining themselves, always provided that the children are wholly dependent on the Principal Insured Person for support and maintenance. Once a child has become independent of the Principal Insured Person for support and maintenance, dependency and therefore definition of a child cannot be revived at a later date unless that child is still under the age of twenty-one (21).

Shall mean the Principal Insured Person's natural, legally adopted or stepchild/ren.

5. "Eligible / Nominated Spouse" means the spouse of the Principal Insured Person who is not already insured under this section or any other Policy issued by the Company providing similar cover.

For the purpose of the Policy "Eligible Spouse" shall include a party to any union acceptable according to South African Law.

Where a person shares an abode with a Principal Insured Person and has done so for at least six (6) months and lives together in the manner of a legally married couple the person shall be regarded as a spouse.

Should a Principal Insured Person have more than one spouse who could qualify as an Eligible Spouse then that Principal Insured Person must make an irrevocable nomination of one Eligible Spouse to whom the benefits provided by this Policy are to apply.

No benefits will be paid in respect of an Eligible Spouse if more than one (1) person qualifies as such and no nomination has been made by the Principal Insured Person.

- 6. "Immediate Family" means the Principal Insured Person, Eligible Spouse and Eligible Children (as defined) provided that the Eligible Spouse and Eligible Child are Insured Persons.
- 7. "Insured incident" means the death of an Insured person.
- 8. "Insured person" means a Principal Insured Person or an Eligible Spouse of a Principal Insured Person (if spouse's cover has been granted), or an Eligible Child of a Principal Insured Person (if dependant's cover has been granted).
- 9. "Policyholder" and "Policy Owner" means the Insured as defined in the Schedule.
- 10. "Principal Insured Person" means the person whose life is to be insured under this Policy, whose death this Policy shall cease and accepted by the Company as eligible for participation in the insurance provided by this Policy.

- 11. "Schedule" means the Schedule of Insurance attaching to and forming part of this Policy.
- 12. "Underwriting Manager" means Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07, FSP No. 10287.

#### **MEMBERSHIP**

#### 1 CONDITION OF MEMBERSHIP

a. The Insured person, in respect of whom benefits are to be insured under this policy, shall be those persons who have become Insured persons in accordance with the Application form under conditions that may be stated in the Schedule. In addition, relevant information must have been submitted to the Insurer as and when required in terms of this policy. Any Insured person, who has not fulfilled any of the provisions contained in this condition and paragraph 2, shall only be allowed to participate in the benefits provided under this policy if the Insurer has given its prior agreement to such participation, in writing.

#### 2 COMMENCEMENT OF COVER

All eligible Insured persons shall become members of the Scheme under this policy on the Commencement Date.

#### 3 COOLING OFF PERIOD

A Principal Insured Person may:

- a. In any case where no benefit has yet been paid or claimed or an insured incident has not yet occurred; and
- b. within a period of thirty-one (31) days of receipt of the Policy by the Principal Insured Person, or from a reasonable date on which it can be deemed that the Policyholder received the Policy referred to above, cancel the Policy by written notice sent to the Underwriting Manager.
- c. All premiums or moneys paid by the Policyholder to the insurer up to the date of receipt of the cancellation notice or received at any date thereafter in respect of the cancelled or varied Policy, shall be refunded to the Policyholder less the cost of any risk cover actually enjoyed.

### 4 PREMIUMS

- 4.1 The amount of premiums payable to secure the benefits under this Policy is stated in the Schedule. The Insurer reserves the right to review the premium rate annually. Any amendment to the premium will be advised to the Principal Insured Person, in writing, giving sixty (60) days' notice to this effect.
- 4.2 All premiums and benefits due shall be paid in the lawful currency of the Republic of South Africa.
- 4.3 All premiums are payable to the Company on or before the first day of the month for the month of cover and in accordance with the Premium Frequency stated in the Schedule. Unless law requires a different period of grace, the period of grace allowed for payment of the premiums is forty-five (45) days commencing on the first day of the month in which the premium is due. If the premiums are not paid within the period of grace, the Policy shall deemed to have been cancelled at midnight on the last day of the month for which the last premium was received.
- 4.4 Where the Principal Insured Person suffers an Insured incident during the period of grace and the premium remains outstanding, the outstanding premium will be deducted from the benefit due.
- 4.5 The Insurer reserves the right to accept or decline reinstatement of the Principal Insured Person or any other Insured person attached to the original application or subsequent endorsement/appendix.
- 4.6 The Insurer is not obliged to accept premium tendered to it after the grace period or after the Period of Insurance detailed in the Schedule.
- 4.7 Once cover has lapsed and should the Principal Insured Person wish to reinstate the Policy all unexpired waiting periods will apply.
- 4.8 If the cover lapsed due to the non-payment of premium and the Company reinstates the cover, it will be on the same terms as the cover that lapsed.
- 4.9 Once cover has lapsed due to the non-payment of premiums and should the Principal Insured Person wish to enter into a new policy with the same benefits, only the unexpired waiting periods shall apply.

### **GENERAL EXCEPTIONS**

The Company shall not be liable for benefits for an insured incident directly or indirectly caused by related to or in consequence of:

- Nuclear weapons or nuclear material or by ionising radiation or contamination by radioactivity from the nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- 2. Drug addiction.
- 3. No benefit will be payable under the Policy where an Insured person commits suicide within one (1) year of either the Commencement Date; or an unexpired period at the reinstatement date.
- 4. An event directly attributable to the Insured person where the alcohol content in the blood exceeds the legal level permitted by law.
- 5. Participation in:
  - a. Civil commotion, labour disturbances, riot, strike or the activities of locked out workers.
  - b. Aviation other than as a passenger.
  - c. Any form of race or speed test (other than on foot or involving any non-mechanically propelled vehicle, vessel, craft or aircraft).
- 6. The Insured person's own criminal act.
- 7. No benefits shall be payable in the event of fraudulent submission by the claimant.
- 8. The Insured person's deliberate exposure to exceptional danger except in an attempt to save human life.
- 9. A general waiting period is to apply from date of inception as provided for in the Schedule, unless as a result of Accident Death where no waiting period shall apply. Where cover under this Policy replaces cover for another Policy with the same or similar benefits the unexpired portion of the waiting period shall apply.

#### **DEFINED EVENTS**

a. In the event of the natural or Accidental Death of an Insured person the Company will pay an amount in accordance with the Table of Benefits and as per the Schedule.

## **BENEFITS**

### 1 PAYMENT OF BENEFITS

- 1.1 On the death of the Principal Insured Person:
  - 1.1.1 The beneficiary nominated must notify the Underwriting Manager within one hundred and eighty (180) days of the occurrence of an Insured incident.
  - 1.1.2 Payment of the benefit shall be made to the beneficiary nominated. Where no beneficiary has been nominated the benefit payable shall be paid to the Eligible Spouse, next of kin or blood relative of the Principal Insured Person, who is responsible for the payment of funeral costs and can provide evidence thereof to the satisfaction of the Insurer.
  - 1.1.3 The receipt of a benefit by the beneficiary shall be a good and sufficient discharge to the Insurer.
  - 1.1.4 Payment of the Benefit by the Insurer shall at all times be subject to such evidence (medical or otherwise) as the Insurer, at its sole discretion, may require.
- 1.2 On the death of an Insured person other than the Principal Insured Person:
  - 1.2.1 The Principal Insured Person must notify the Underwriting Manager within one hundred and eighty (180) days of the occurrence of an Insured incident.
  - 1.2.2 Payment of the benefit shall be made to the Principal Insured Person and the receipt of a benefit by the Principal Insured Person shall be a good and sufficient discharge to the Insurer.
  - 1.2.3 Payment of the Benefit by the Insurer shall at all times be subject to such evidence (medical or otherwise) as the Insurer, at its sole discretion, may require.
  - 1.2.4 The benefit shall be paid to the Principal Insured Person or Policy Owner who shall make payment of the benefit to the deceased Insured person's nominated beneficiaries in such proportions as the Policy Owner deems fair and just.

#### 1.3 General

- 1.3.1 The following documentation is required when submitting a claim:
  - Fully completed claim form,
  - Certified copy of ID or birth certificate for deceased and claimant,
  - Certified copy of death certificate,
  - Letter from the funeral parlour, on a formal letterhead, confirming that the body is in their care
    or they provided funeral services,
  - BI-1663 form / death registration form,
  - Stamped copy of claimant's bank statement,
  - In the case of an eligible child dependent over the age of 21, please attach details of the school, college, or university attended by the deceased,
  - In the event of accidental death, accident / police report,
  - Where death is due to unnatural causes and cause of death is unknown, the Company may request a post-mortem report.
- 1.3.2 Subject to the Company having received a signed claim form and all required supporting documentation, we will assess and make a decision to either authorise payment, reject the claim or advise the claimant whether the claim requires further investigation within 2 business days.
- 1.3.3 If the Insurer repudiates a claim but subsequently agrees to a goodwill payment, such action will not constitute a precedent. The Insurer, even though the Policy Owner and/or a Principal Insured Person have not fulfilled conditions of this Policy, is NOT prevented from declining any future claim for any similar or any other omission of the terms and conditions of this Policy.
- 1.3.4 Any claim in terms of this Policy will prescribe after twelve (12) calendar months from the date of occurrence of the insured incident if the claim is outstanding and not a subject of a then pending court case.
- 1.3.5 Where the Company rejects or disputes a claim or the quantum of a claim, or voids the Policy, the Principal Insured Person has ninety (90) days (the "representation period") from receipt of the Company's written notification to dispute the decision of the Company. This must be done in writing to the Company:

The Complaints Officer
Constantia Life and Health Assurance Company Limited
PO Box 3518
Cramerview
2060
Tel: 011 686 4200

Fax: 011 789 8828 Email: complaints@constantiagroup.co.za

Or

The Compliance Officer
Constantia Life and Health Assurance Company Limited
PO Box 3518
Cramerview
2060
Tel: 011 686 4200

Fax: 011 789 8828

Email: <a href="mailto:compliance@constantiagroup.co.za">compliance@constantiagroup.co.za</a>

Alternatively, the Principal Insured Person may contact: The Ombudsman for Long-Term Insurance Private Bag X45, Claremont, Cape Town, 7735

Tel: 021 657 5000 Fax: 021 674 0951

Email: info@ombud.co.za

- 1.3.6 If the decision of the Company is to dispute the claim and the Principal Insured Person lodges a dispute with the Company, the Company must within 14 business days from receipt of such a dispute
  - 1.3.6.1 may further investigate the claim;

- 1.3.6.2 must make a decision whether or not the claim submitted is valid; and
- 1.3.6.3 must pay or repudiate the claim.

If the dispute is not satisfactorily resolved in this manner, the Principal Insured Person has a further one hundred and eighty (180) days after the expiry of the representation period for the service of summons on the Company.

1.3.7 No benefit payable shall carry interest.

#### **GENERAL CONDITIONS**

#### 1 POLICY

- 1.1 The Scheme is governed by this Policy which may be endorsed at any time by agreement between the Policy Owner and the Insurer.
- 1.2 All endorsements shall be signed by the Policy Owner and the official or officials of the Company.
- 1.3 The provisions of this Policy are binding upon the Principal Insured Person, the Company and any person who submits a claim in terms of the Policy.
- 1.4 The benefits will be subject to the limitations and conditions of this Policy.

#### 2 BENEFITS NOT ASSIGNABLE

A Principal Insured Person may not cede, pledge or otherwise alienate the benefits or the rights to benefits in terms of the Scheme and such benefits shall not be subject to any form of execution or judgement and shall not, on insolvency, or on surrender form part of the estate of an Insured Person.

#### 3 INTERPRETATION

- 3.1 The decision of the Company as to the meaning of or interpretation of the Policy shall be final and binding on the Insured persons and former Insured persons and every person claiming to be entitled to a benefit in terms of this Policy.
- 3.2 If any person affected by a decision of the Company in terms of 3.1 above 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. Before the arbitration commences, the Principal Insured 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.

### 4 STATEMENTS TO THE INSURER

The Insurer relies on the truth, completeness and correctness of all statements submitted. If the benefits granted, or reinstatement thereof has been obtained through any misrepresentation or concealment, this Policy shall be void.

Should any benefits have been paid out on the basis of the information provided by the Principal Insured Person to the Insurer; and such information subsequently proves to be incorrect in any material respect, the Insurer shall have 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 provided in the first instance.

#### 5 INTERMEDIARY

All information given to or received by an Intermediary acting on behalf of a Policy Owner or Principal Insured Person shall be deemed to be given or received by the Policy Owner or Principal Insured Person.

#### 6 TERMINATION OF COVER

- 6.1 This Policy may be cancelled by the Policy Owner at any time by giving thirty-one (31) days' notice in writing.
- 6.2 The Company may cancel the Policy by giving thirty-one (31) days' notice in writing.
- 6.3 An Insured incident will only qualify for benefits if the Defined Event caused by such Insured incident commences before the date of cancellation in which case all outstanding claims must be submitted to the Company within three (3) months after the date of cancellation.
- 6.4 Cover terminates on the death of the Principal Insured Person. However, on the death of the Principal Insured Person the cover of the Eligible Spouse under this Policy may be continued should such spouse elect to do so within sixty (60) days of the death of the Principal Insured Person.

#### 7 AMENDMENTS

The company reserves the right to amend this Policy wording by way of endorsement as well as to adjust the premiums by giving thirty-one (31) days written notice prior to the effective date of the change, provided the Company can demonstrate that there are reasonable actuarial grounds for the change or the change is to the benefit of the Policyholder and Insured persons.

#### 8 PROTECTION OF PERSONAL INFORMATION ACT, 2013 (POPIA)

- a. The Company or its authorised representatives shall process, disclose or transferring personal information only for the intended purpose of administering this contract or for any statutory purposes.
- b. An Insured person has the right to
  - i. object to the processing of their personal information on reasonable grounds unless legislation allows for such processing, in the manner prescribed by POPIA;
  - ii. request from the Company details of personal information the Company or its authorised representatives holds, and details of how personal information is processed. Requests should be addressed to –

The Information Officer Ambledown Financial Services P.O Box 1862 Cramerview 2060

Tel: 0861 262 533

Email: <a href="mailto:compliance@ambledown.co.za">compliance@ambledown.co.za</a>

Or

The Information Officer Constantia Life and Health Assurance P.O Box 3518 Cramerview 2060

Tel: 011 686 4200 Fax: 011 789 8828

Email: tyronem@constantiagroup.co.za

iii. lodge a complaint with the Information Regulator, as per the contact details provided below.

Chief Executive Officer P.O Box 31533 Braamfontein 2017

Tel: 010 023 5200

Email: complaints.IR@justice.gov.za

c. The Company shall use it best endeavors to ensure personal information is safeguarded. The Principal Insured Person shall be responsible for advising the Underwriting Manager of any changes to the personal information of an Insured person in a timely manner and such information is complete, correct and up to date.

## 9 TABLE OF BENEFITS

A lump sum funeral benefit, in the event of the natural or Accidental Death of an Insured person, as stated in the Schedule.

### 10 SPECIFIC LIMITATIONS

The minimum entry age for the Principal Insured Person is age 18 (eighteen) and the maximum entry age is age 65 (sixty-five).

### **SCHEDULE OF INSURANCE**

This Schedule serves as a contract of insurance between the Insured Person and the Company and forms part of the Company's Policy Wording (detailed below) under which benefits are provided as stated therein and must be read in conjunction with same.

Constantia Life & Health is not VAT registered. This schedule becomes a Tax Invoice once premium and fees have been accepted by the Company.

PRODUCT: EXCEL LIFE INDIVIDUAL FUNERAL SCHEME R30 000

INSURER (the Company): CONSTANTIA LIFE & HEALTH ASSURANCE COMPANY LIMITED, Reg No. 1952/001635/06

UNDERWRITING MANAGER AMBLEDOWN FINANCIAL SERVICES (PTY) LTD, FSP No. 10287, VAT No. 4340215856

BROKER: EXCEL-LIFE CC, FSP No. 11557, VAT No. 4890189766

INSURED: Kaleido Code Pivot, Reg No. 2015/334218/07

POLICY NO.: AMBLG003340
POLICY WORDING: CLAH/AMBL/2021

ORIGINAL INCEPTION DATE: 1 July 2018

MEMBERS: Principal Members of the Insured, as evidenced by monthly bordereaux.

PERIOD OF INSURANCE: a. From 1 January 2021 to 31 December 2021 (both days inclusive).

b. Plus any subsequent period for which the company agrees to accept a renewal premium.

BENEFITS:

Death Due To Accident	
Principal Member	R 60,000.00
Spouse	R 60,000.00
Child Aged 0 to 5	R 20,000.00
Child Aged 6 to 13	R 30,000.00
Child Aged 14 and older	R 60,000.00
Stillbirth	R 2,000.00

Death Due To Non-Accident		
Principal Member	R 30,000.00	
Spouse	R 30,000.00	
Child Aged 0 to 5	R 10,000.00	
Child Aged 6 to 13	R 15,000.00	
Child Aged 14 and older	R 30,000.00	
Stillbirth	R 1,000.00	

TERRITORIAL LIMITS: South Africa

WAITING PERIOD: Unless due to an Accident (as defined), no benefits shall be payable for the first 1 months from the

date of inception.

PREMIUM: R 47.50

MONTHLY BROKER COMMISSION: R 9.50

MONTHLY UMA FEE: R 9.50

PREMIUM COLLECTION METHOD: Payroll

PAYMENT DATE: 1st of every month.

PAYMENT OBLIGATION: You have an obligation to pay your premium in accordance with the Master Policy wording.

CLAIMS PROCEDURE: The member must notify the Underwriting Manager within 6 months of the occurrence of any claim

in writing.



#### DISCLOSURE NOTICE

IN TERMS OF SECTION 4 TO 7 OF THE GENERAL CODE OF CONDUCT OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) ACT, NO 37 OF 2002

This notice does not form part of the Insurance Contract or any other document. It does however contain information which is in your interest. This notice is provided at the inception of each policy.

#### 1. Your intermediary

You have the right to the following information regarding the Broker, as indicated in your Policy's Schedule of Insurance, who must hold a valid license to operate under specific categories of business:

- a. Name, address and contact details
- b. Financial Services Provider License number
- c. Legal status
- d. Whether the services rendered are under supervision
- e. Whether the broker holds more than 10% of the Insurer's shares and/or
- f. Whether the broker received more than 30% of the total remuneration from the Insurer in the past year
- g. Whether the broker holds any form of professional indemnity insurance
- h. Details of complaints policy and procedures
- i. Details of compliance arrangements
- j. The Rand amount of fees, commissions or any valuable consideration payable
- k. Contractual arrangements with the Insurer including any restrictions or conditions

### 2. Your underwriting manager

NAME:	Ambledown Financial Services (Propriety) Limited	FINANCIAL SERVICES PROVIDER LICENSE NO:	10287
TELEPHONE NO:	(086) 126 2533	FACSIMILE NO:	(011) 463 1600
POSTAL ADDRESS:	PO Box 1862 Cramerview 2060	PHYSICAL ADDRESS:	Ambledown House Eton Office Park East c/o Sloane & Harrison Streets Bryanston

Constantia Life and Health Assurance Company Limited (the Insurer) has appointed Ambledown Financial Services (Pty) Ltd (Ambledown) to perform certain binder functions on behalf of the Insurer. These binder functions are regulated in terms of Section 49A of the Long-Term Insurance Act 52 of 1998 and are set out in a written binder agreement between the Insurer and Ambledown. The binder functions are listed below —

- (a) Entering into, varying or renewing a long-term policy
- (b) Determining the wording of any long-term policy
- (c) Determining premiums under any long-term policy
- (d) Determining the value of policy benefits under any long-term policy
- (e) Settling claims under any long-term policy

Ambledown is remunerated for performing the above binder functions by a binder fee as agreed with the Insurer.

The Insurer has also outsourced certain other supporting administration functions to Ambledown in terms of a written outsourcing agreement between The Insurer and Ambledown. Ambledown is remunerated for performing these outsourced administration functions by an administration fee as agreed with the Insurer.

The fees payable to Ambledown are reflected in the premium breakdown provided in the Policy Schedule.

Ambledown is an authorized Financial Services Provider and licensed to render intermediary services relating to Long-Term Insurance Category 1 in respect of Long-Term Insurance subcategory A, Long-Term Insurance subcategory B1 and B1-A and Long-term insurance subcategory B2 and B2-A.

Ambledown has Professional Indemnity Insurance and Fidelity Guarantee Cover. Ambledown does not hold any shares in the Insurer and less than 30% income was earned from the Insurer in the last calendar year.

## **3.** Your insurer (the risk carrier with whom your policy is placed)

NAME:	Constantia Life and Health Assurance Company Limited	FINANCIAL SERVICES PROVIDER LICENSE NO:	49986
TELEPHONE NO:	(011) 686 4200	FACSIMILE NO:	(011) 789 8828
POSTAL ADDRESS:	PO Box 3518 Cramerview 2060	PHYSICAL ADDRESS:	Building B Nicol Main Office Park 2 Bruton Road Bryanston 2191
COMPLIANCE OFFICER:	Adv Christiene Brummer	E-MAIL:	christieneb@constantiagroup.co.za

#### **4.** Your policy, premiums and fees

Refer to your Policy Schedule for your Policy, Premiums and Fees.

#### **5.** Claims procedure

Full details of the specific claims procedure that you should follow are stated in the insurance policy wording.

On the occurrence of any event, which may result in a claim or possible claim under the policy, please notify Ambledown Financial Services (Pty) Ltd in writing or telephonically within 180 days of the Insured Event occurring. (Late notification could result in rejection of the claim.)

### **6.** Lodging a complaint

In the case of dissatisfaction with services received, you have the right to lodge a complaint through:

COMPLAINTS OFFICER:	Paul Makwea	E-MAIL:	compliance@ambledown.co.za
TELEPHONE NO:	(086) 126 2533		Ambledown House
POSTAL ADDRESS:	PO Box 1862 Cramerview 2060	PHYSICAL ADDRESS:	Eton Office Park East c/o Sloane & Harrison Streets Bryanston

A full Complaints Resolution Policy may be requested from the Compliance Officer as per details below.

In the case of dissatisfaction with services received, you have the right to lodge a complaint with Constantia Life and Health Assurance Company Limited through:

COMPLAINTS OFFICER:	The Complaints Officer	E-MAIL:	complaints@constantiagroup.co.za
TELEPHONE NO:	(011) 686 4200		Building B Nicol Main Office Park
POSTAL ADDRESS:	P.O. Box 3518 Cramerview 2060	PHYSICAL ADDRESS:	2 Bruton Road Bryanston 2191

#### **7.** Conflict of interest requirements

- a. Ambledown Financial Services (Pty) Ltd has established a Conflict of Interest Management Policy which is available on request from our Compliance Officer.
- b. Constantia Life and Health Assurance Company Limited has established a Conflict of Interest Management Policy

which is available on request from our Compliance Officer.

- c. In order to meet regulatory requirements, financial or immaterial expenditure by and to our staff are monitored.
- d. Where potential Conflicts of Interest have been identified which do not have a direct impact on you, the insured, internal structures are in place to manage and control such circumstances.
- **8.** Particulars of the Long-Term Insurance Ombudsman

	Private Bag X45	SHARECALL NO:	(086) 010 3236
POSTAL ADDRESS:	Claremont Cape Town	FACSIMILE NO:	(021) 674 0951
TELEBLIONE NO	//35		
TELEPHONE NO:	(021) 657 5000	E-MAIL:	info@ombud.co.za

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

**9.** Particulars of the Ombud for financial service providers (FAIS Ombud)

POSTAL ADDRESS:	PO Box 74571 Lynnwood Ridge 0040	TELEPHONE NO:	(012) 470 9080 (012) 762 5000
E-MAIL:	info@faisombud.co.za	FACSIMILE NO:	(012) 348 3447 (086) 764 1422

Should a complaint which pertains to advice or intermediary services (other than the settlement of a claim) rendered to you, not be resolved within 6 weeks by the Underwriting Manager or the Insurer, or you are not satisfied with the resolution decision, you have 6 months to submit a complaint to the FAIS Ombud.

**10.** Particulars of the Registrar of Long-Term Insurance

POSTAL ADDRESS:		FACSIMILE NO:	(012) 346 6941
		TELEPHONE NO:	(012) 428 8000
	0102		info@fsca.co.za or complaints@fsca.co. za

Disputes regarding contractual terms may be referred to the Registrar.

# $\textbf{11.} \ \ \text{Other matters of importance}$

- a. No person may request or induce you to waive your rights as set out in this disclosure notice or any other rights confirmed by the Long Term Insurance Act and/or the Financial Advisory and Intermediary Services Act.
- b. Failure to provide all correct and full material information may influence an insurer in respect of any claim arising under your contract of insurance.
- c. You will be informed of any material changes to the information referred to in paragraph 1 and 2.
- d. Your insurance may only be cancelled on 31 days' prior notice which may be provided either directly to you or to your broker.
- e. You are entitled to request a copy of the master policy free of charge.
- f. You are entitled to a 15-day period of grace after the due date for the payment of your premium. (this period of grace applies from the second month on monthly policies only)
- g. By entering into this Insurance contract you acknowledge that the sharing of credit, claims and underwriting information by Insurers is essential to enable the insurance industry to assess the risk fairly and to reduce the incidence of fraudulent claims as this is in the public interest and is aimed at limiting premiums. Consent is granted for information to be verified against other legitimate sources of databases.
- h. The application, certificate of insurance and the policy wording must be read as one document.
- i. It is very important that you are quite sure that the Policy meets your needs and that you feel that you have all the information you need to make a decision. Feel free to make notes regarding verbal information and ask for written confirmation or copies of documents.
- j. Your long-term policy may be subject to the regulations under the Long-Term Insurance Act, 1998 (Act No 52 of 1998). The Policyholder Protection Rules apply if you are a natural person or a juristic person, whose asset value or annual turnover is less than

the threshold value as determined by the Minister of the Department of Trade and Industry in terms of section 6(1) of the Consumer Protection Act, 2008 (Act No. 68 of 2008)

#### 12. Payment of premiums

The premium is due by the first (1st) day of the month that the premium relates to. The premium must be paid by the premium payment date as set out in the policy schedule.

#### **13.** Use of your personal information

When you enter into this policy, you will be giving us your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (POPI). We will take all reasonable steps to protect your personal information.

You authorise us to:

- a. Process your personal information to:
  - i. Communicate information to you that you ask us for.
  - i. Provide you with insurance services.
  - ii. Verify the information you have given us against any source of database.
  - iv. Compile non-personal statistical information about you.
- b. Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and creditcontrol.
- c. Transmit your personal information to any third party service provider that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

#### 14. Warning

- a. You, the client, must disclose all material facts accurately, fully, truthfully and properly.
- b. Do not sign any blank or partially completed application form.
- c. Complete all forms in ink.
- d. Keep all documents handed to you.
- e. Make note as to what is said to you.
- f. Don't be pressurised to buy the product.
- g. Misrepresentation, incorrect or non-disclosure by you of relevant facts may impact on any claims arising from your contract of insurance.

#### 15. Cooling-off rights

For existing policies:

If we change anything in relation to your insurance policy, you have the right:

- i. Within 30 days of the receipt of the amended policy cancel the policy which you have entered into with the insurer by way of a cancellation notice (either telephonic and/or written) to the insurer.
- ii. The insurer shall refund you the premiums that were received, subject to the deduction of any costs incurred during the period of insurance.
- iii. The insurer shall within 31 days of receipt of the cancellation notice from the policyholder, comply with the cancellation request.

## For new policies:

After taking an insurance cover with the insurer, you have the right:

- i. Within 30 days of receipt of the new insurance policy, cancel the new policy which you have entered into with the insurer by way of a cancellation notice (either telephonic and/or written) to the insurer.
- ii. The insurer shall refund you the premiums that were received, subject to the deduction of any costs incurred during the duration of insurance.
- iii. The insurer shall within 31 days of receipt of the cancellation notice from the policyholder, comply with the cancellation request.