#### **Notes**

- The following substitutes are used for a product in the Legacy product range:
  - "plan" for "policy"
  - "application form" for "proposal form"
  - "planholder" for "policyholder"
  - "life insured" for "assured"
- This chapter should be read in conjunction with the contract documents. If there is any conflict or inconsistency between the contents of the contract documents and this chapter, the provisions of the contract documents will prevail.
- Take note that information contained in this technical guide is with regard to the latest versions of the applicable products/benefits. Refer to the contract documents for information about the existing products/benefits of a life insured.
- Any reference to "we", "us", "our" or "ours" refers to Sanlam Life Insurance Limited (Sanlam Life). Any reference
  to "plan overview" refers to the plan overview of the contract documents.

# **General information**

Payment of plan benefits	3
To whom will the benefits be paid?	3
Benefits where the planholder is not the life insured	3
Benefits payable at the planholder's death	3
Other benefits on the planholder's life	3
Sanlam Protector Umbrella Trust	3
Can the appointment of beneficiaries lapse?	
Role players and cessions	4
Number of role players	4
Planholder	5
Conditions for the planholder	5
Life insured	5
Beneficiaries for Topcover and Termcover products	6
Conditions for appointment of beneficiaries for Topcover and Term cover products	6
Beneficiaries for Income protector products: Death income benefit  Appointment of a beneficiary is compulsory	6
What will happen if an appointed beneficiary dies?	6 6
Benefit with a fixed term	6
Benefit with whole life cover	6
Conditions for appointment of beneficiaries for the Death income benefit	7
Nominee to become new planholder (nomination for plan-ownership)	7
Can the nomination lapse?	7
Conditions for nomination	7
Cession as security (collateral cession)	8
Change of planholder (outright cession)	8
Conditions for change of planholder (outright cession)	8
Identification policy	9
RSA citizen outside South Africa or Namibia	9
Foreigner in South Africa	9
Application forms	10
Claims	13
What must be done in the event of a claim?	13
Admittance of a claim	13
If a future cover option is exercised	13
If a group risk or conversion option is exercised	13
False information supplied or fraudulent claim	14
How payment of a claim affects the plan benefits and payments	14
Simultaneous claims	14
Documents required when submitting a death claim	15
Enquiries	19
Тах	20
Income tax for 2023/2024 tax year for individuals and trusts	20
Tax table for individuals, deceased estates, insolvent estates and special trusts*	20
Tax rebate for individuals	20

Tax threshold for individuals	20
Rate of tax for inter vivos trust or testamentary trust	20
Tax for risk products	21
Individual insurance	21
Lump sum, sickness and death income benefits	21
Disability income and temporary disability income benefits	21
Business insurance	21

## Payment of plan benefits

Benefits will be paid in South Africa in South African currency.

## To whom will the benefits be paid?

#### Benefits where the planholder is not the life insured

Benefits where the planholder is not the life insured will be paid to the planholder.

#### Benefits payable at the planholder's death

Benefits payable at the planholder's death will be paid to his or her estate.

However, the planholder on a Topcover or Termcover plan may appoint one or more beneficiaries to receive the benefits (including funeral benefits).at his or her death. The appointed beneficiary or beneficiaries can however only accept the appointment after the planholder's death. We will only pay the benefits to a beneficiary if the beneficiary accepts the appointment.

The planholder may cancel or change the appointment of a beneficiary at any time. The appointment, cancellation or change must be in writing and signed by the planholder, and must reach our head office before the planholder's death.

#### Other benefits on the planholder's life

Benefits where the planholder is the life insured and the benefit is payable on an event other than the planholder's death will be paid to the planholder.

However, if we determine from the medical and other applicable evidence we received for the claim that the planholder has lost his or her legal capacity to act, we will by law not be able to make the payment directly to the planholder. We will need to withhold the payment, until an Administrator is duly appointed by the Master of the High Court, or a Curator Bonis is duly appointed by the High Court, as the case may be. This appointment can be costly and significantly delay a benefit payment.

Losing the planholder's legal capacity to act refers to the planholder being wholly incapable of making rational financial decisions or understanding the nature, purpose and consequences of these decisions, for example, as a result of suffering from dementia.

#### **Sanlam Protector Umbrella Trust**

However, if the planholder has given consent for the Sanlam Protector Umbrella Trust (the Trust), we will, in the above circumstances, be able to pay the benefits to the mentioned Trust instead. Any Cashback amounts that are payable at the time of a claim will also be payable to the Trust.

The Trust will then administer the funds for the planholder's benefit until the funds are depleted or until the planholder's death. However, should the planholder to the satisfaction of the trustees, fully recover and regain his or her legal capacity to act, the planholder may, in this instance, provide instructions to the trustees as to how he or she wants the benefits to be administered. The administration of the Trust will be subject to fees as determined by Sanlam Trust. The Trust Deed and information on the Trust administration is available on the Sanlam Trust website at www.sanlamtrust.co.za.

If the planholder has given consent, this consent will apply across all his or her plans with us, to benefits where he or she is both the planholder and the life insured and the benefit is payable on an event other than the planholder's death. Consent can only be provided, and be legally valid, while the planholder still has the legal capacity to act.

If, at the time when a claim amount is payable, the planholder has the legal capacity to act, the money will be paid to the him or her directly and not to the Trust.

#### Can the appointment of beneficiaries lapse?

Yes, it will lapse if the planholder cedes the plan outright. If the planholder cedes the plan as collateral security, the appointment will not lapse, but the rights of the cessionary will take preference over any rights of a beneficiary.

# Role players and cessions

## **Number of role players**

Each plan has one planholder. The minimum and maximum for other role players are indicated in the table below.

Number of role players			
Product	Product code	Minimum	Maximum
	Life insured		
Topcover and Termcover products, excluding Matrix Express Topcover	T02, T02W	1	10
Matrix Express Topcover	T02W	1 underwritten life insured*	10 (1 underwritten life insured and 9 lives insured with Funeral (FSC2) / Funeral Expenses (FSC3) only, OR 2 underwritten lives insured and 8 lives insured with Funeral (FSC2) / Funeral Expenses (FSC3) only)*
Income protector products	T03W	1	1

<sup>\*</sup>For **Matrix Express Topcover** an "underwritten life insured" is a life insured with benefits other than Funeral (FSC2) or Funeral Expenses (FSC3), with or without the Cashback benefit. An underwritten life insured for this product may only be the planholder and/or spouse of the planholder. (Note that the Funeral (FSC2) benefit is no longer available for new business.)

A spouse is a person to whom the planholder is legally married on the date of inclusion as a life insured, or with whom the planholder has concluded an agreement recognised as a marriage in accordance with any law or custom, provided that in the case of a marriage by law or custom, he or she lives with that person as if legally married.

Number of role players			
Product	Product code	Minimum	Maximum
Beneficiary (to receive death be	nefits on planhold	der's own life, at planhold	er's death)
Topcover and Termcover products	T02, T02W	0	<ul> <li>1 (and only one) for the Funeral (FSC2)* or Funeral Expenses (FSC3) benefit</li> <li>10 otherwise</li> <li>*Note that the Funeral (FSC2) benefit is no longer available for new business.</li> </ul>
Income protector products	T03W	<ul> <li>1 compulsory for the Death income benefit</li> <li>Not allowed otherwise</li> </ul>	10 for the Death income benefit     Not allowed otherwise
Nomine	e to become new	planholder	
Topcover and Termcover products	T02, T02W	0	1
Income protector products	T03W	Not allowed	
Cessionary for cession as security (collateral cession)			
Topcover and Termcover products	T02, T02W	<ul> <li>1 compulsory for the Credit Life benefit</li> <li>Not compulsory otherwise</li> </ul>	1
Income protector products	T03W	Not allowed	

Number of role players			
Product	Product code	Minimum	Maximum
Cessionary for change of planholder (outright cession)			
Topcover and Termcover products	T02, T02W	0	<ul><li>Not allowed for a plan with a Credit Life benefit</li><li>1 otherwise</li></ul>
Income protector products, excluding Matrix Express Income Protector	T03W	0	1
Matrix Express Income Protector	T03W	Not allowed	

#### **Planholder**

- The planholder specifies which lives insured and benefits must be on a plan, and is also responsible for the payments of the plan. Another party may make the payments, but the planholder remains responsible.
- The planholder can deal with the plan without the consent of the lives insured on the plan.
- The rights of the planholder can be transferred to another party (the cessionary) by means of a cession, subject to conditions as indicated under "Cession as security (collateral cession)" and "Change of planholder (outright cession)" later in this chapter.
- The plan is not terminated at the death of the planholder in cases where the planholder was not a life insured on the plan, or where the planholder was not the only life insured. If the planholder was the party who made the payments, another party will have to continue with the payments for the plan in order to keep the cover for the remaining lives insured in place. (Note that the plan will not lapse if we are waiving the payments under a waiver of payment benefit claim.).
- Where a trust is the planholder, the tax status of a plan is determined by the status of the trust beneficiaries, for example a natural person or an entity that is taxable or not, in terms of section 29A(4) of the Income Tax Act.

#### Conditions for the planholder

- Topcover products:
  - For Express plans the planholder must be a natural person, and he or she does not have to be a life insured on the plan. The minimum age of the planholder at the start of a plan is 19 next birthday for Express plans.
  - For Classic and Premier plans, excluding a Topcover plan with Funeral (FSC2)\* or Funeral Expenses (FSC3), the planholder may be a natural person, trust or institution and he or she does not have to be a life insured on the plan. For a plan with Funeral (FSC2)\* or Funeral Expenses (FSC3) the planholder must be a natural person, and he or she must also be a life insured on the plan. No minimum age applies to the planholder for Classic and Premier plans.
    - \*Note that the Funeral (FSC2) benefit is no longer available for new business.
- Termcover products (Premier plans): The planholder may be a natural person, trust or institution and he or she does not have to be a life insured on the plan.
- Income protector products:
  - For Express plans the planholder must be a natural person and the same person as the life insured.
  - For Premier plans the planholder may be a natural person or institution, subject to the following:
    - If the planholder is a natural person, the planholder and life insured must be the same person.
    - If the planholder is an institution, the planholder must also be the employer of the life insured.

#### Life insured

A life insured must be a natural person. A valid insurable interest must exist between the planholder and a life insured on the plan. Refer to "Insurable interest" in the underwriting chapters for more information.

Lives insured can be added to, or removed from a plan. An additional life insured can only be added if more than one life insured is allowed for the plan. The adding of a life insured is subject to underwriting.

## **Beneficiaries for Topcover and Termcover products**

## Conditions for appointment of beneficiaries for Topcover and Term cover products

We recommend that beneficiaries are appointed, although doing so is not compulsory. If beneficiaries are appointed, the following applies:

- Beneficiaries are allowed on Death, First death, Funeral and other immediate expenses, Immediate Expenses, Funeral, Funeral Expenses, Accidental death and Credit Life benefits, but only if the planholder is the life insured on the benefit
- A beneficiary can be a natural person, trust or institution;
- The beneficiaries may differ for each benefit;
- For benefits other than the Funeral or Funeral Expenses benefit:
  - The planholder may appoint one or more beneficiaries per benefit (on the planholder's own life), up to a
    maximum of 10 per benefit.
  - A percentage, between 0% and 100%, allocated to each beneficiary, must be specified separately for each benefit.
  - The total percentage allocated to beneficiaries for a benefit may not be more than 100%. If the total percentage
    allocated for a benefit is less than 100%, the remaining part of that benefit will be paid to the planholder's
    estate.
- For the Funeral or Funeral Expenses benefit (on the planholder's own life): Only one beneficiary may be appointed per benefit and the percentage allocated will always be 100%.

Note that the Funeral and other immediate expenses (DSF1) and Funeral (FSC2) benefits are no longer available for new business.

## Beneficiaries for Income protector products: Death income benefit

#### Appointment of a beneficiary is compulsory

The appointment of one or more beneficiaries to receive the income payments is compulsory for this benefit. After the death of the life insured an appointed beneficiary will have to accept the appointment as beneficiary before we can start making the income payments.

The planholder may cancel or change the appointment of a beneficiary at any time. The appointment, cancellation or change must be in writing and signed by the planholder, and must reach our head office before the death of the life insured.

## What will happen if an appointed beneficiary dies?

#### Benefit with a fixed term

If we admit a claim and an appointed beneficiary is no longer alive, the life insured's estate will have the option to appoint another beneficiary or to take a lump sum. The lump sum will be equal to the present value of the income payments that would have been made until the cover end date, discounted at a rate in line with long-term interest rates at the time of the calculation.

If an appointed beneficiary dies after we have already started making the income payments, we will pay the remaining income payments as a lump sum to the beneficiary's estate. The lump sum will be equal to the present value of the remaining income payments that would have been made until the cover end date, discounted at a rate in line with long-term interest rates at the time of the calculation.

#### Benefit with whole life cover

If we admit a claim and an appointed beneficiary is no longer alive, the life insured's estate will have the option to appoint another beneficiary or to take a lump sum. The lump sum will be equal to the present value of the income payments that would have been made until the end of the chosen income payment period, discounted at a rate in line with long-term interest rates at the time of the calculation.

If an appointed beneficiary dies after we have already started making the income payments, we will pay the remaining income payments as a lump sum to the beneficiary's estate. The lump sum will be equal to the present value of the remaining income payments that would have been made until the end of the chosen income payment period, discounted at a rate in line with long-term interest rates at the time of the calculation.

#### Conditions for appointment of beneficiaries for the Death income benefit

The following applies:

- The planholder must be a natural person and the life insured on the benefit;
- The beneficiary can be a natural person, trust or institution;
- The planholder may appoint one or more beneficiaries, up to a maximum of 10. It is compulsory to appoint at least one beneficiary.
- A percentage, between 0% and 100%, allocated to each beneficiary, must be specified separately.
- The total percentage allocated to beneficiaries for a Death income benefit must be 100%.

## Nominee to become new planholder (nomination for plan-ownership)

The planholder on a Topcover or Termcover plan may nominate one other party to become the new planholder at his or her death. **We recommend such a nomination, although a nomination is not compulsory.** 

The nominee must accept the nomination to become the new planholder. The nominee, as the new planholder, must then make the payments. However, the nominee can only accept the nomination after the planholder's death. If the nominee does not accept the nomination, or if nobody has been nominated, the plan will be an asset in the planholder's estate (for executor's purposes) until a new planholder can be appointed, or until the plan lapses due to payments not made. The plan will not lapse while we are waiving the payments under a waiver of payment benefit claim.

The planholder may cancel or change a nomination at any time. The nomination, cancellation or change must be in writing and signed by the planholder, and must reach our head office before the planholder's death.

#### Can the nomination lapse?

Yes, it will lapse if the planholder cedes the plan, whether outright or as collateral security.

#### Conditions for nomination

If a nominee is appointed for a Topcover or Termcover product, the following applies:

- The existing planholder must be a natural person, and the plan will not cease once this planholder dies.
- The planholder may only nominate one nominee.
- The existing planholder must not be a life insured on the plan, or, if he or she is a life insured on the plan, he or she
  may not be the only life insured.
- There must not be a collateral cession on the plan.
- For the Express product option the nominee must be a natural person.
- For the Classic and Premier product options:
  - Plan without Funeral (FSC2)\* or Funeral Expenses (FSC3): The nominee can be a natural person, trust or institution.
  - Plan with Funeral (FSC2)\* or Funeral Expenses (FSC3): The nominee must be a natural person.

<sup>\*</sup>The Funeral (FSC2) benefit is no longer available for new business.

## Cession as security (collateral cession)

With a collateral cession the planholder may cede the plan as security to one other party, where this party may be a natural person, trust or institution. The planholder must notify us of the cession in writing. The notice will take effect when we receive it.

A collateral cession is allowed for Topcover and Termcover products, but is not compulsory. It is, however, compulsory for a plan with a Credit Life benefit to be ceded as security to the financial institution who provides the loan.

If the plan has been ceded as security, the cessionary must consent, in writing, to every alteration, before we can do it. It is the planholder's responsibility to obtain this consent.

The following benefits will not be included in the cession:

- Funeral and other immediate expenses (DSF1)\*
- Immediate Expenses (DSF3)
- Funeral (FSC2)\*
- Funeral Expenses (FSC3).

\*The Funeral and other immediate expenses (DSF1) and Funeral (FSC2) benefits are no longer available for new business

After the plan has been ceded, our assumptions for lapses, for example, may change. As a result we may then increase the payment at the end of a guarantee period.

An appointment of a beneficiary to receive the benefits payable at the planholder's death will not be cancelled when the plan is ceded as security, but the cessionary will have the first right to benefits when they become payable.

If planholder has given consent for the Sanlam Protector Umbrella Trust this consent will not be cancelled, but the cessionary will have the first right to benefits when they become payable.

A nomination of a natural person or entity to become the planholder at the planholder's death, will be cancelled when the plan is ceded.

## Change of planholder (outright cession)

The planholder may cede his or her rights as planholder to one other party. The cessionary will then replace him or her as planholder and will be shown as the planholder in the plan overview. The planholder must notify us of the cession in writing. The notice will take effect when we receive it.

If Cashback is applicable to the plan and the cessionary is not a life insured on the plan, Cashback has to be removed from the plan.

After the plan has been ceded, our assumptions for lapses, for example, may change. As a result we may then increase the payment at the end of a guarantee period.

An appointment of a beneficiary to receive the benefits payable at the planholder's death, and a nomination of a natural person or an entity to become the planholder at the planholder's death, will be cancelled when the plan is ceded.

If the planholder has given consent for the Sanlam Protector Umbrella Trust the consent for a plan will be cancelled when the plan is ceded to a new planholder. The consent will however remain in place for any other plans the planholder may have.

#### Conditions for change of planholder (outright cession)

- Topcover products:
  - Plan with a Credit Life benefit: Not allowed.
  - For Express plans the cessionary must be the existing planholder's spouse and a life insured on the plan.
  - For Classic and Premier plans, excluding a Topcover plan with Funeral (FSC2)\* or Funeral Expenses (FSC3), the cessionary may be a natural person, trust or institution. For a plan with Funeral (FSC2)\* or Funeral Expenses (FSC3) the cessionary must be a natural person.

\*The Funeral (FSC2) benefit is no longer available for new business.

- Termcover products (Premier plans):
  - Plan with a Credit Life benefit: Not allowed
  - The cessionary may be a natural person, trust or institution.
- Income protector products
  - Express plans: Not allowed
  - Premier plans: An outright cession is only possible if the planholder is a company (the life insured's employer)
    and the plan is ceded to another company (the life insured's new employer) or to the life insured him/herself.
    This is only allowed after the plan has been issued.

## Identification policy

Identification for a plan is required for each of the following:

- planholder
- life insured
- nominee for plan-ownership
- · beneficiary for death benefit
- payer
- cessionary.

One of the following is required for proof of identity:

- a valid RSA identity document
- a valid temporary RSA identity document issued by the Department of Home Affairs
- a valid passport.

Refer to "Identification policy for medical examinations and tests" and "Territorial underwriting" in the underwriting chapters for further requirements.

We reserve the right to request additional proof of identification.

#### **RSA citizen outside South Africa or Namibia**

Territorial underwriting applies to an RSA citizen who is currently in a foreign country, or who plans to travel to a foreign country during the next 12 months. Refer to the underwriting chapters for more information.

#### Foreigner in South Africa

Territorial underwriting applies to a foreigner in South Africa. We will only consider cover for a foreigner who is in South Africa at the time of application. Refer to the underwriting chapters for more information.

# **Application forms**

Application for		
	rms for risk products	
Product	Product code	Form number
	hanced Matrix Method)	
Buy and Sell (Enhanced Matrix Method)		AED0440
New business: Application form	_	AEB2116
	ess insurance ell (Enhanced Matrix Method))	
Business insurance		
New business: Application form		AEB2076, or (AEB2059 with AEB2068)
Lega	cy Life Plan	
Legacy Life Plan	T02W	
New business: Application form (PGH) (Rate book process)		
<ul> <li>Full version</li> </ul>		AEB2127
<ul> <li>Condensed version</li> </ul>		AEB2130
<ul> <li>New business: Legacy Life Plan (PHI) Smart Application form (Electronic process)</li> </ul>		-
<ul> <li>New business: Legacy Life Plan (PHI) application form (This form must be submitted together with a Legacy Life Plan mobile app PDF quote.)</li> </ul>		AEB2134
	Matrix	
Matrix Express Topcover (Sanquote process)	T02W	
New business: Application form		AEB2126
Alterations:		
Application form		AEB2019
Quotation form		AEB2017
Matrix Topcover		
New business: Application form	T02W	AEB2059
Alterations:	T02W/ T15W	
<ul> <li>Application form</li> </ul>		AEB2022 / AEB2107
Quotation form		AEB2055
Matrix Termcover	T02	
New business: Application form		AEB2059
Alterations:		
<ul> <li>Application form</li> </ul>		AEB2022 / AEB2107
Quotation form		AEB2055
Matrix Express Income Protector	T03W	
New business: Application form		AEB2126
Alterations:		-
Application form		AEB2019
Quotation form		AEB2017
Matrix Income Protector	T03W	
New business: Application form		AEB2059
Alterations:		
Application form		AEB2022 / AEB2107
Quotation form		AEB2035
<del></del>	1	

Application forms for risk products		
Product	Product code	Form number
Prof	fessionals	
Express Topcover for Professionals	T02W	
New business: Application form		AEB2126
Alterations:		
<ul> <li>Application form</li> </ul>		AEB2019
<ul> <li>Quotation form</li> </ul>		AEB2017
Express Income Protector for Professionals	T03W	
New business: Application form		AEB2126
Alterations:		
<ul> <li>Application form</li> </ul>		AEB2019
<ul> <li>Quotation form</li> </ul>		AEB2017
Topcover for Professionals and Income Protector for Professionals		
New business: Application form	T02W/ T03W	AEB2059
Alterations:		
<ul> <li>Quotation form (Income Protector)</li> </ul>	T03W	AEB2035
<ul> <li>Quotation form (Other)</li> </ul>	M01W/ T02/ T02W	AEB2055
Application form	M01W/ T02W/ T02/ T03W	AEB2022 / AEB2107
Gi	raduates	
Express Topcover for Graduates	T02W	
New business: Application form		AEB2126
Alterations:		
<ul> <li>Application form</li> </ul>		AEB2019
<ul> <li>Quotation form</li> </ul>		AEB2017
Topcover for Graduates	T02W	
<ul> <li>New business: Application form</li> </ul>		AEB2059
Alterations:		
<ul> <li>Application form</li> </ul>		AEB2022 / AEB2107
<ul> <li>Quotation form</li> </ul>		AEB2055
Express Income Protector for Graduates	T02W	
New business: Application form		AEB2126
Alterations:		
<ul> <li>Application form</li> </ul>		AEB2019
Quotation form		AEB2017
Income Protector for Graduates	T03W	
<ul> <li>New business: Application form</li> </ul>		AEB2059
Alterations:		
<ul> <li>Application form</li> </ul>		AEB2022 / AEB2107
<ul> <li>Quotation form</li> </ul>		AEB2035
Funer	al TopCover	
Funeral TopCover	69	
Alterations: Application form		AEB2

Declarations	
Declaration for Express cover electronic applications/alterations submitted on SanQuote	AEB2078
Declaration for other electronic applications/alterations submitted on SanQuote (for products other than Legacy Life Plan)	AEB2007
Declaration for Legacy Life Plan (PHI) applications submitted electronically via the smart application form	AEB2101

All forms are available electronically on the Sanlam intranet and SanPort, while some forms can also be ordered from Supply Services at Drake & Scull.

## **Claims**

#### What must be done in the event of a claim?

We must be informed of the claim as soon as possible. To obtain the necessary claim forms, and to ensure that all the required information is given to us, contact the Sanlam Life Claims Call Centre at telephone (021) 916-1710.

#### Admittance of a claim

We will admit a claim only if we are satisfied that all of the following conditions are met:

- The claim meets the description and requirements of the claim event.
- We receive all information we reasonably may require.
- The life insured obtained and followed medical advice immediately after the bodily injury took place or the illness had started. This condition does not apply to the following benefits:
  - Death
  - First death
  - Death cover on Credit Life
  - Funeral and other immediate expenses\*
  - Immediate Expenses
  - Funeral\*
  - Funeral Expenses
  - Waiver of payment at death
  - Death income.

\*The Funeral and other immediate expenses (DSF1) and Funeral (FSC2) benefits are no longer available for new business.

- All aspects of the claim are proved by medical and other evidence we reasonably may require. The planholder will be responsible for the cost of this evidence.
- The payments of the plan have been made in full.

We will also admit a claim only if the bodily injury took place, or the cause of the claim was diagnosed for the first time, or the symptoms of the cause of the claim first presented, while the cover for the benefit was in force.

Conditions for the admittance of claims that only apply to specific benefits, are set out in the chapters for that benefits.

#### If a future cover option is exercised

For a benefit taken out when a future cover option has been exercised, we will admit a claim only if the claim event occurred, or the description and requirements of a claim event were first met, while the cover for the new benefit was in force.

#### If a group risk or conversion option is exercised

The following applies for a benefit taken out when a group risk or conversion option has been exercised:

- We will admit a claim only if the claim event occurred, or the description and requirements of a claim event were first
  met, while the cover for the new benefit was in force.
- To be able to claim for any claim event that was not part of the group risk plan or the benefit before conversion, the
  bodily injury must have taken place, or the cause of such claim must have been diagnosed for the first time, or the
  symptoms of the cause of such claim must have first presented, while the cover for the new benefit was in force.

Furthermore, for a benefit taken out when a group risk option has been exercised the following applies:

- Any conditions or claim events that were excluded for the life insured individually for the group risk plan, will remain excluded for the plan.
- Any pre-existing conditions that the life insured suffered from at inception of the group risk plan that were excluded for the group risk plan, will remain excluded for the plan.

## False information supplied or fraudulent claim

The approval of plan benefits and cover amounts will be based on the medical, financial, lifestyle and occupational information provided by the planholder and a life insured. We will use this information in our decision to provide cover, to determine the payments we charge for this cover, and whether or not to add exclusions and/or loadings. It is therefore the responsibility of the planholder and a life insured to ensure that the information provided is correct and complete. If we later determine that there is any information the planholder and a life insured have not provided that might have affected our decision, it may result in exclusions and/or loadings being added to the benefits, or even the benefits being cancelled. The plan benefits may also be reduced or even refused if a claim is submitted in future.

If a fraudulent claim for a benefit is submitted, the plan with all its benefits will be cancelled, and any payments made will be forfeited.

## How payment of a claim affects the plan benefits and payments

Not applicable to Income Protector products.

If we admit a claim for a standalone benefit, we will reduce the cover amount of that standalone benefit only. We will not reduce the cover amount of any other benefit.

If we admit a claim for an accelerator benefit, we will reduce the cover amount of that accelerator benefit as well as the cover amount of Death or First death, whichever is applicable to the life insured, by the claim amount. Where the cover amount of another accelerator benefit for the life insured exceeds the reduced cover amount of Death or First death for the life insured, we will reduce the cover amount of that accelerator benefit so that it is equal to the reduced cover amount of Death or First death.

We will reduce the payment for a benefit to reflect any reduction in the cover amount of that benefit.

Conditions that apply to First death only are set out in the *Life cover* chapter under "Admittance of a claim" and "How a claim for an accelerator benefit affects this benefit".

#### Simultaneous claims

Not applicable to Income Protector products.

Simultaneous claims for a life insured will be treated as consecutive claims. We will consider the claims according to the size of the potential claim amount, starting with the claim that will result in the largest claim amount if we admit it.

Due to the effect of a claim on an accelerator benefit as described above under "How payment of a claim affects the plan benefits and payments", the total claim amount that we will pay for all the accelerator benefits for a life insured will not be more than the cover amount of Death or First death, whichever is applicable to the life insured.

Different conditions may, however, apply for simultaneous claims for Living protector. Conditions that apply to the Living protector benefit only are set out in the *Living protector* chapter.

## Documents required when submitting a death claim

The documents required when submitting a death claim are indicated in the tables below. If the beneficiary on a plan is a minor, we also require the birth certificate and the name of the guardian or trust. We reserve the right to request additional information.

Any reference to "claimant" refers to the recipient(s) of the claim payment, i.e. the planholder, beneficiaries, nominees or estate, as applicable.

Product name	Documents required for death claims
	Products available for new business
Final expenses (DSF1) / Funeral and other immediate expenses	We aim to pay this benefit within 48 hours after the following requirements have been received at our head office:
(DSF1) / Immediate Expenses (DSF3)	<ul> <li>a certified copy of the death certificate of the deceased life insured, issued by the Department of Home Affairs;</li> </ul>
Matrix / Glacier / Cobalt for Professionals Topcover / Topcover for Professionals / Topcover for Graduates	<ul> <li>form BI1663, issued by the doctor who certified the death, that is held on record by the Department of Home Affairs, or any other form that may replace it in future;</li> <li>a certified copy of the identity document or passport of the deceased life</li> </ul>
(T02W/ T15W/ M02W)	insured;  the death claim form, fully completed;
Matrix Termcover	<ul> <li>a declaration by the South African Police Service (SAPS), if the cause of death is unnatural or unknown;</li> </ul>
(T02)	a certified copy of the identity document or passport of the claimant requesting the payment .
	In certain cases we may also require the following:
	<ul> <li>a letter of executorship, if the planholder is deceased and no beneficiary has been appointed;</li> </ul>
	<ul> <li>the name of the guardian or trust and birth certificate of the beneficiary, if the planholder is deceased and the beneficiary is a minor;</li> </ul>
	a medical certificate.
	If the name, identity number or date of birth of a life insured contained in the above-mentioned requirements differs from the particulars as indicated in the plan overview for that life insured, we may refuse to pay the cover amount.
Funeral (FSC2) / Funeral Expenses (FSC3)	We aim to pay this benefit within 48 hours after the following requirements have been received at our head office:
Matrix / Glacier / Cobalt for	<ul> <li>a certified copy of the death certificate of the deceased life insured, issued by the Department of Home Affairs;</li> </ul>
Professionals Topcover / Topcover for Professionals / Topcover for Graduates	<ul> <li>form BI1663, issued by the doctor who certified the death, that is held on record by the Department of Home Affairs, or any other form that may replace it in future;</li> </ul>
(T02W/ T15W/ M02W)	<ul> <li>a certified copy of the identity document or passport of the deceased life insured;</li> </ul>
	<ul> <li>the death claim form, fully completed;</li> <li>a declaration by the South African Police Service (SAPS), if the cause of death is unnatural or unknown;</li> </ul>
	<ul> <li>a certified copy of the identity document or passport of the claimant requesting the payment.</li> </ul>
	In certain cases we may also require the following:
	<ul> <li>a letter of executorship, if the planholder is deceased and no beneficiary has been appointed;</li> </ul>
	<ul> <li>the name of the guardian or trust and birth certificate of the beneficiary, if the planholder is deceased and the beneficiary is a minor;</li> </ul>
	<ul> <li>proof of replaced funeral cover, if this benefit has been taken or the cover amount of this benefit has been increased to replace funeral cover that the planholder previously had on the life of the insured. This proof must meet our requirements and be verified by the product provider of the replaced funeral cover.</li> </ul>
	If the name, identity number or date of birth of a life insured contained in the above-mentioned requirements differs from the particulars as indicated in the plan overview for that life insured, we may refuse to pay the cover amount.

Product name	Documents required for death claims	
Products available for new business		
Not applicable to Final expenses (DSF1) / Funeral and other immediate expenses (DSF1) / Immediate Expenses (DSF3) / Funeral (FSC2) / Funeral Expenses (FSC3)  Matrix / Glacier / Cobalt for Professionals Topcover / Topcover for Professionals / Topcover for Graduates (T02W/ T15W/ M02W)  Matrix Termcover (T02)	<ul> <li>Death claim form (form SLDC001E)</li> <li>Death certificate</li> <li>Medical certificate (if applicable)</li> <li>Letter of executorship (if payable to estate)</li> <li>Identity documents of claimant and deceased</li> <li>Name of guardian or trust and birth certificate (if beneficiary a minor)</li> <li>Road traffic accident report (if life insured was passenger in car accident)</li> <li>SAPS declaration (if cause of death unnatural or unknown)</li> <li>Judicial inquiry and post mortem report (if cause of death unnatural or unknown)</li> <li>Blood alcohol test (if done)</li> <li>Proof of bank account (claimant)</li> </ul>	
Matrix / Glacier / Cobalt for Professionals Income Protector / Income Protector for Professionals / Income Protector for Graduates (T03W)	Death certificate	
	Products withdrawn for new business	
Funeral TopCover	Funeral claim form (form SLFC001E)	
(TAB 69)	Death certificate	
	Bl1663 issued by the doctor who certified the death	
	Medical certificate (if applicable)	
	<ul> <li>Notice of stillborn baby from doctor (proof of number of weeks pregnant) and identity document of mother of stillborn baby</li> </ul>	
	Letter from funeral director who confirmed the body	
	Identity documents of claimant and deceased	
	Birth certificate (for uninsured children, death within 6 months of birth)	
	SAPS declaration (if cause of death unnatural or unknown)	
	Proof of bank account (claimant)	
The One FamilySupporter	Funeral claim form (form SLFC001E)	
(TAB 67/ 68/ 367/ 368/ 467/ 468/	<ul><li>Funeral claim form (form SLFC001E)</li><li>Death certificate</li></ul>	
(TAB 67/ 68/ 367/ 368/ 467/ 468/ 567/ 568)	Death certificate	
(TAB 67/ 68/ 367/ 368/ 467/ 468/ 567/ 568)  The Funeral Help Plans A, B and C	<ul><li>Death certificate</li><li>BI1663 issued by the doctor who certified the death</li></ul>	
(TAB 67/ 68/ 367/ 368/ 467/ 468/ 567/ 568)  The Funeral Help Plans A, B and C (TAB 65 (PLAN A)/ TAB 65 (PLAN	<ul> <li>Death certificate</li> <li>BI1663 issued by the doctor who certified the death</li> <li>Medical certificate (if applicable)</li> <li>Notice of stillborn baby from doctor (proof of number of weeks pregnant) and</li> </ul>	
(TAB 67/ 68/ 367/ 368/ 467/ 468/ 567/ 568)  The Funeral Help Plans A, B and C	<ul> <li>Death certificate</li> <li>BI1663 issued by the doctor who certified the death</li> <li>Medical certificate (if applicable)</li> <li>Notice of stillborn baby from doctor (proof of number of weeks pregnant) and identity document of mother of stillborn baby</li> </ul>	
(TAB 67/ 68/ 367/ 368/ 467/ 468/ 567/ 568)  The Funeral Help Plans A, B and C (TAB 65 (PLAN A)/ TAB 65 (PLAN	<ul> <li>Death certificate</li> <li>BI1663 issued by the doctor who certified the death</li> <li>Medical certificate (if applicable)</li> <li>Notice of stillborn baby from doctor (proof of number of weeks pregnant) and identity document of mother of stillborn baby</li> <li>Letter from funeral director who confirmed the body</li> </ul>	
(TAB 67/ 68/ 367/ 368/ 467/ 468/ 567/ 568)  The Funeral Help Plans A, B and C (TAB 65 (PLAN A)/ TAB 65 (PLAN	<ul> <li>Death certificate</li> <li>BI1663 issued by the doctor who certified the death</li> <li>Medical certificate (if applicable)</li> <li>Notice of stillborn baby from doctor (proof of number of weeks pregnant) and identity document of mother of stillborn baby</li> <li>Letter from funeral director who confirmed the body</li> <li>Identity documents of claimant and deceased</li> </ul>	

Product name	Documents required for death claims
	Products withdrawn for new business
Optional Group Scheme for	Funeral claim form (form SLFC001E)
Individual Life	Death certificate
(TAB 63A/ 63B/ 63C/ 64A/ 64B/	BI1663 issued by the doctor who certified the death
64C)	Medical certificate (if applicable)
	<ul> <li>Notice of stillborn baby from doctor (proof of number of weeks pregnant) and identity document of mother of stillborn baby</li> </ul>
	<ul> <li>Written proof that the child was a full-time student (for uninsured child or insured child older than 21 but younger than 25) – only for tables 63B and 64B</li> </ul>
	<ul> <li>Written proof that the child was disabled (for uninsured/insured child older than 21 and fully dependant on the principal life insured) – only for tables 63B and 64B</li> </ul>
	Letter from funeral director who confirmed the body
	Identity documents of claimant and deceased
	Birth certificate (for uninsured children, death within 6 months of birth)
	SAPS declaration (if cause of death unnatural or unknown)
	Proof of bank account (claimant)
The One Policy for Special risks	Death claim form (form SLDC001E)
(T303)	Death certificate
	Letter of executorship (if payable to estate)
	SAPS declaration (if cause of death unnatural or unknown)
	Proof of bank account (claimant)
Waiver of Premium Benefit	Death claim form (form SLDC001E)
(Indicated by a "P")	Death certificate
	Medical certificate (if applicable)
	SAPS declaration (if cause of death unnatural or unknown)
	<ul> <li>Judicial inquiry and post mortem report (if cause of death unnatural or unknown)</li> </ul>
Topaz Immediate Expense	Death claim form (form SLDC001E)
Provider	Death certificate
(T86D)	Bl1663 issued by the doctor who certified the death
	Letter of executorship (if payable to estate)
	Identity document of claimant
	SAPS declaration (if cause of death unnatural or unknown)
	Proof of bank account (claimant)
One Step Cover	Death claim form (form SLDC001E)
(T86R)	Death certificate
	BI1663 issued by the doctor who certified the death
One Step Term Cover	Letter of executorship (if payable to estate)
(T86M)	SAPS declaration (if cause of death unnatural or unknown)
	Proof of bank account (claimant)
Funeral Benefit	Death claim form (form SLDC001E)
(BGF benefit TAB 301 / 303)	Death certificate
	Identity document of deceased
	Proof that person requesting payment is one of the following:
	appointed beneficiary (identity document is required), or
	institution to whom plan was ceded
	Proof of bank account (claimant)
Death Income Benefit (TAB 2EB/ 2JRB/ 45GRB/ 145GRB)	Documents required are determined per plan
(IAD ZEDI ZJNDI 43GNDI 143GND)	

Product name	Documents required for death claims
	Products withdrawn for new business
Optional Group Scheme for Individual Life	Funeral claim form (form SLFC001E)  Postb contificate
(TAB 63A/ 63B/ 63C/ 64A/ 64B/	Death certificate  PMSSS issued by the destancy has partified the death.
64C)	Bl1663 issued by the doctor who certified the death
·	Medical certificate (if applicable)  Notice of atilly and below force depth (applicable).
	<ul> <li>Notice of stillborn baby from doctor (proof of number of weeks pregnant) and identity document of mother of stillborn baby</li> </ul>
	<ul> <li>Written proof that the child was a full-time student (for uninsured child or insured child older than 21 but younger than 25) – only for tables 63B and 64B</li> </ul>
	<ul> <li>Written proof that the child was disabled (for uninsured/insured child older than 21 and fully dependant on the principal life insured) – only for tables 63B and 64B</li> </ul>
	Letter from funeral director who confirmed the body
	Identity documents of claimant and deceased
	Birth certificate (for uninsured children, death within 6 months of birth)
	SAPS declaration (if cause of death unnatural or unknown)
	Proof of bank account (claimant)
The One Medical Plan	Death claim form (form SLDC001E)
(TAB 371/ 471/ 571/ 372/ 472/ 572/	Death certificate
373/ 473/ 573/ 382/ 482/ 582)	Letter of executorship (if payable to estate)
	Proof of bank account (claimant)
The One Medical Benefit Fund	Death claim form (form SLDC001E)
	Death certificate
	Letter of executorship (if payable to estate)
	<ul> <li>Notice of cession (if principal member passed away, and if no nominee for plan ownership, and if ceded)</li> </ul>
	Proof of bank account (claimant)
Hospital Policy	Death claim form (form SLDC001E)
(TAB 70I/ 70N)	Death certificate
	Proof of bank account (claimant)
The Income Protector	Death certificate
(TAB 46/ 47/ 48)	
Accident Cover	Death claim form (form SLDC001E)
(TAB 84N)	Death certificate
,	Letter of executorship (if payable to estate)
	Identification of deceased
	Road traffic accident report (if life insured was passenger in car accident)
	SAPS declaration (if cause of death unnatural or unknown)
	<ul> <li>Judicial inquiry and post mortem report (if cause of death unnatural or unknown)</li> </ul>
	Blood alcohol test (if done)
	Proof of bank account (claimant)

# **Enquiries**

The contact details for claims are indicated below.

Type of claim	Contact details
Death claims, including claims under Final expenses (DSF1) / Funeral and other immediate expenses (DSF1) / Immediate Expenses (DSF3) / Funeral (FSC2) / Funeral Expenses	<ul> <li>Telephone: (021) 916 3456</li> <li>Fax: (021) 947 3989</li> <li>e-mail: deathclaims@sanlam.co.za</li> <li>Web: www.sanlam.co.za/claims</li> </ul>
(FSC3) Funeral and Family Supporter	Tolophono: 0964 106 190
claims	<ul><li>Telephone: 0861 106 180</li><li>Fax: (021) 947 4487</li></ul>
	e-mail: deathclaimsfamily@sanlam.co.za
	Web: www.sanlam.co.za/claims
Living benefit claims	Telephone: (021) 916 3455
	• Fax: (021) 947 5804
	<ul> <li>e-mail for all Living benefits (except Sickness benefits):</li> <li>livingbenefits@sanlam.co.za</li> </ul>
	e-mail for Sickness benefits: sickness@sanlam.co.za
	Web: www.sanlam.co.za/claims
One Medical Plan claims	Telephone: (021) 916 3457
	• Fax: (021) 947 6035
	e-mail: onemedicalplan@sanlam.co.za
	Web: www.sanlam.co.za/claims

## Tax

## Income tax for 2023/2024 tax year for individuals and trusts

The tax rate for individuals and trusts for the 2023/2024 tax year of assessment ending 29 February 2024 are indicated below.

## Tax table for individuals, deceased estates, insolvent estates and special trusts\*

Tax table for individuals, deceased estates, insolvent estates and special trusts*			
Taxable income (R)	Rate of tax (R)		
1 – 237 100	18% of taxable income		
237 101 – 370 500	42 678 + 26% of taxable income above 237 100		
370 501 – 512 800	77 362 + 31% of taxable income above 370 500		
512 801 – 673 000	121 475 + 36% of taxable income above 512 800		
673 001 – 857 900	179 147 + 39% of taxable income above 673 000		
857 901 – 1 817 000	251 258 + 41% of taxable income above 857 900		
1 817 001 and above	644 489 + 45% of taxable income above 1 817 000		

A special trust is a trust created solely for the benefit of a person with a disability, or a trust created under the will of a person for his or her relatives.

#### Tax rebate for individuals

Tax rebate for individuals		
Primary	R17 235	
Secondary (persons 65 and older)*	R9 444	
Tertiary (persons 75 and older)**	R3 145	

<sup>\*</sup>A person is "65 and older" as soon as he turns 65. If he reaches the age of 65 on the last day of the year of assessment, he will qualify for the additional rebate.

#### Tax threshold for individuals

Tax threshold for individuals		
Below age 65	R95 750	
Age 65 to below 75	R148 217	
Age 75 and over	R165 689	

#### Rate of tax for inter vivos trust or testamentary trust

Rate of tax is 45%.

<sup>\*\*</sup>A person is "75 and older" as soon as he turns 75. If he reaches the age of 75 on the last day of the year of assessment, he will qualify for the additional rebate.

## Tax for risk products

The policyholder can be an individual, a trust, tax-paying institution or tax-exempt institution.

Where a trust is the policyholder, the tax status of a policy is currently determined by the status of the trust beneficiaries, for example an individual or an entity that is taxable or not, in terms of section 29A(4) of the Income Tax Act.

#### Individual insurance

#### Lump sum, sickness and death income benefits

According to current legislation policyholders cannot consider the premiums for lump sum, sickness and death income benefits as deductions from their taxable income for income tax purposes.

The policy benefits are not taxable for income tax purposes in the hands of the policyholder, a beneficiary, if any, or the estate of the policyholder, if applicable. However, the policy benefits are currently subject to estate duty in the estate of the policyholder.

#### Disability income and temporary disability income benefits

#### Before 1 March 2015

Individual policyholders could consider the premiums for disability income and temporary disability income benefits as deductions from their taxable income for income tax purposes. These premiums could be deducted from their taxable income in terms of section 11(a), read with section 23(m) of the Income Tax Act, over and above any contributions towards retirement annuities in terms of section 11(n) of the Income Tax Act. The income payments received by the policyholder in terms of a claim were fully taxable in the hands of the policyholder until 28 February 2015.

For employer-owned policies, premiums for disability income and temporary disability income benefits are tax-deductible to the employer in terms of section 11(w)(i) of the Income Tax Act. The employee (life insured) was taxed on the employer premiums. However, the employee could deduct these premiums from tax in terms of section 11(a), read with section 23(m) of the Income Tax Act. The income payments received by the employee in terms of a claim were fully taxable in the hands of the employee until 28 February 2015.

Income payments in terms of a claim are always made to the policyholder. Until 28 February 2015 the South African Revenue Service would regard such income payments as taxable income, regardless of whether the premiums were deducted from taxable income or not.

#### From 1 March 2015

According to legislation from 1 March 2015 onwards policyholders cannot consider the premiums for disability income and temporary disability income benefits as deductions from their taxable income for income tax purposes.

For employer-owned policies, premiums for disability income and temporary disability income benefits are still tax-deductible to the employer in terms of section 11(w)(i) of the Income Tax Act. The employee (life insured) is still taxed on the employer premiums. Unlike the situation before 1 March 2015, the employee can no longer deduct these premiums from tax as from 1 March 2015. The income payments received by the employee in terms of a claim were fully taxable in the hands of the employee until 28 February 2015, but are exempt from 1 March 2015.

Income payments in terms of a claim are always made to the policyholder. The policy benefits are not taxable for income tax purposes in the hands of the policyholder, regardless of whether the premiums were deducted from taxable income (before 1 March 2015) or not.

#### **Business insurance**

Refer to the *Business insurance* chapter for information about income tax, estate duty and capital gains tax for business insurance.