Terms and Conditions: FNB Funeral Insurance Plan

FNB Funeral Insurance Plan (or this “Plan”) is subject to the terms, conditions and exclusions set out in this document.

1. Who offers the insurance?
FirstRand Life Assurance Ltd (“FirstRand Life”) is the insurer and FNB Life is the administrator of the Plan. Any reference to “we, us, our, ourselves” in this document shall mean FirstRand Life or FNB Life, as the case may be.

2. Who is insured under the Plan?
The Customer Agreement specifies the persons insured and the amount which they are insured for under the Plan. All insured lives must be South African citizens or permanent residents and be in possession of a green bar-coded RSA ID book or a Smart ID Card. If the insured life is younger than 18 years, a valid birth certificate is acceptable.

Insured persons may only include:

Plan Holder: The main insured life on the Plan who owns this Plan and pays the premiums. For the purposes of this document, the Plan Holder will be referred to as “you, your, yourself”.

You can only be insured as a Plan Holder on one Plan.

Spouse: The person who you are married to in terms of South African law, or your life partner with whom you live and have been residing with for at least 24 months, in a long-term, open and acknowledged relationship, capable of being registered under South African law. Cover is limited to one spouse who is named in the Customer Agreement. If you are married in terms of the Recognition of Customary Marriages Act to more than one spouse, only one of them can be covered as a Spouse, the rest can be covered as “Extended Family”

A Biological Parent of your biological child can also be insured under the Spouse cover part. You can either insure your Spouse or a Biological Parent under this Plan, but you can’t insure both a Spouse and a Biological Parent at the same time.


Parents: Your biological parents, adoptive parents, parents-in-law (by civil or customary marriage) and legal guardians but does not include grandparents.

Extended Family: Your additional customary law Spouses, partner, brother or brother-in-law, sister or sister-in-law, or any other close blood relatives (such as uncle, aunt, cousin, niece, nephew).

We may verify the personal details (such as age, relationship with Plan Holder, etc.) of any insured person at any time.

It is your responsibility to ensure that all the insured persons’ relationships to you are correctly specified and that their personal details are correct. Please be aware that we may verify any insured persons’ relationship to you and their personal details at any time. Incorrect personal details could be considered a material misrepresentation which will result in us disputing or rejecting claims on the Plan or cancelling cover or the Plan itself.

3. What are you insured for?
This Plan pays out the specified cash benefit in the event of death of any of the insured persons. In the event of the Accidental Death of the Plan Holder and/or the nominated Spouse, double the applicable cover amount will be paid. Accidental Death means a death caused solely by injury sustained during an Accident, during the cover of this plan, which is independent of all other causes, within 90 days after the Accident. Accident means any injury caused solely and unexpectedly, directly and independently of all other causes, sustained by external, violent or physical means. For example, a car crash.

4. When does the cover and Plan start?
The Plan and your cover starts on the date you take out the Plan (the “Start Date”). The cover of other insured persons starts on the date where they are loaded by us on the Plan.

5. What and when must you pay?
Premium collection: You must pay the premium amount stated in the Customer Agreement. Premiums are payable monthly in advance. Partial premium will not be accepted.

We will collect your premium each month by debit order on your chosen premium collection date, and premiums must be collected from your nominated South African bank account.

If you do not have enough money in your account for us to collect the premium/s, our electronic tracking service may continue to check your account. The unpaid premium/s could be collected should there be enough money in your account.

If the payment collection date falls on a Sunday or a South African public holiday, we will collect your premium on either the business day before or after your chosen date. You can ask us to change your premium collection date at any time. If we agree, the new date will become your premium collection date.

Budget Assistance: You can at any time be up to 4 premiums in arrears and still be covered. If you are in arrears, we will collect up to 2 premiums every month until you are no longer in arrears. Your Plan will lapse when you are 4 premiums in arrears and we were unable to collect a premium 30 days after the last unpaid premium.

Premium and benefit escalations (increases): On every Plan anniversary the premium and cover amount will increase by 5% for all insured persons between ages 18 and 64.
6. eBucks Rewards:
This Plan allows you to earn eBucks back on your premiums, provided you have met the qualifying criteria (eBucks Rewards Terms and Conditions apply). For more details on the eBucks Rewards Programme, and how to become a qualifying eBucks member, please visit www.eBucks.com. If you have any queries regarding eBucks Rewards, please contact the eBucks Contact Centre on 087 320 3200, or email info@eBucks.com.

7. When does the cover and Plan end?
The Plan and all cover ends:
- When the Plan is cancelled;
- If you do not pay the premiums as agreed; or
- On your death, unless the continuation option is exercised by your nominated Spouse (see clause 13).
Cover for an insured person ends on the day they are removed from this Plan or upon the death of the insured person.

Cancellation: Either party can cancel the Plan telephonically or in writing at any time by giving 30 days’ notice. It will take 30 days to cancel the Plan. You will not receive a refund of the premiums you have paid if you cancel after the Cooling-off Period as you enjoyed cover during this period.

Cooling-off Period: We will refund any premiums paid if you cancel your plan within 2 months from the Start Date if you have not claimed, otherwise no refund of premium will be made.
We may immediately cancel this Plan or place it on hold, refuse any transaction or instructions, or take any other action that we consider necessary in order to comply with the law and prevent or stop undesirable or criminal activity. This Plan does not have any surrender or paid up value.

8. Waiting Periods and Exclusions (when will you not be covered?)

<table>
<thead>
<tr>
<th>Cause of death</th>
<th>Waiting period end date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental Death</td>
<td>None</td>
</tr>
<tr>
<td>Natural causes</td>
<td>6 months after the Start Date</td>
</tr>
<tr>
<td>Suicide</td>
<td>24 months after the Start Date</td>
</tr>
</tbody>
</table>

Your newborn children must have been added to the Plan within 3 months of their birth in order to qualify for immediate (from date of birth) cover. If such a child is added more than 3 months after its birth, a full 6-month waiting period will be imposed from the date that the child was added.

We will not pay any amount, including benefits / refund of premiums, in the case where:
- Death arising from active participation in war, invasion, act of foreign enemy, criminal acts, hostilities or war-like operations (whether war has been declared or not), civil war, military uprising, military or usurped power, martial law, insurrection, rebellion or revolution;
- The insured person dies while driving a vehicle and their blood alcohol level is over the legal limit or they are under the influence of alcohol or drugs;
- The Terms and Conditions of this Plan are not met; or
- Any information provided upon taking out this Plan, or updating any of the Plan details, or the submission of a claim is materially incorrect, fraudulent, misrepresented or omitted.

9. How and when to make a claim?
Notification and submission: The claimant (you or a family member or appointed executor) must notify us of a claim as soon as possible after the event, within 12 months of the claim event occurring. If the claimant does not do this, the claim will prescribe and we shall not be liable to pay any benefits under this Plan for such claim. Notification can be done at the nearest FNB Branch or to FNB Life telephonically on 087 736 7772 or by email on fnblifeclaims@fnb.co.za.

10. What documentation is required to claim?
The following documents are required to process the claim:
- Certified copy of the fully completed BI1663 form (Notice of death);
- Certified copy of the claimant’s identity document; and
- Completed claim form.
We reserve the right to request any additional information, in order to verify or process the claim, which must be provided at the claimant’s cost.

11. Who will we pay in the event of the death of an insured person?
In the event of the death of any other insured person other than yourself, the funeral benefit will be paid to you.

In the event of your death and if you have nominated a beneficiary we will pay the funeral benefit to the nominated beneficiary.

If you die without a nominated beneficiary or your beneficiary does not submit a claim within a reasonable period of time, we may pay the benefits under this Plan to your estate or to the claimant who submitted the required claim documents. If the beneficiary dies before or together with you no benefits under this Plan will be paid into their estate. It will be deemed that you did not have a beneficiary.

The following rules apply to nominating a beneficiary:
- A beneficiary may be specified when the Plan is taken out or at any later stage prior to your death.
- The beneficiary must be a natural person, 18 years or older and cannot be a company, business, charity or trust.
- The beneficiary must fall within the category of your Spouse or Extended Family.
- You must inform us if you want to change the beneficiary. For the change to be effective it must have been received and noted by us prior to your death. It is your responsibility to ensure that we have the correct personal details and contact number of your beneficiary to avoid any claim delays.
- We reserve the right to request at any time, additional information in order to verify the beneficiary’s identity and relationship to you.

12. Reinstatement
If your Plan should lapse after we have received at least one premium, it can be reinstated (with no additional waiting periods) within 30 days of it lapsing, if all the unpaid or missed premiums are paid-up. Should you wish to continue the cover, but did not reinstate the Plan within the time specified above, a new Plan based on prevailing pricing and new waiting periods will have to be taken up.

13. Waiver and Continuation Option
In the event of your death, if a nominated Spouse was insured under the Plan, the Plan will remain in force for 3 more months without requiring any person to make premium payments. After the 3 months, the nominated Spouse may elect to continue with the Plan as the new Plan Holder and continue paying the Plan’s premiums for the lives insured that are still covered on the Plan.

14. General terms and conditions
The main form of communication to you regarding this Plan will be via SMS but we may communicate via post email or other means.

You cannot borrow money under this Plan or use it as security for a loan.

Changes to cover or insured persons: The Plan Holder may increase and decrease cover amounts, as well as add and remove insured persons on the Plan. Increases in cover or cover on new insured persons will be subject to the waiting periods in clause 8. Increases in cover or cover on new insured persons will be subject to the same eligibility criteria as for a new Plan. The Start Date of the increased cover or the new insured persons will be the date we load it. You can cancel a
change to your Plan within 2 months of making it. We will refund any additional premium paid as a result of this change, provided you have not yet claimed.

We may collect information from you directly or from any third parties (including but not limited to ASISA, Astute, Home Affairs and credit bureaus etc.) for underwriting, issuing of policies, assessment of claims and all other insurance related purposes.

Unclaimed Benefits: The Plan Holder/Beneficiary will be contacted if a claim was approved and remains unpaid. If we are unable to make contact, the benefit will be deemed unclaimed. Costs incurred in tracing a Beneficiary may be recovered from the Plan. We will follow the ASISA standard on unclaimed benefits.

Reviews and Cancellations: We have the right to change or cancel the Plan, premiums and/or eBucks Rewards for any reason, including changes relating to legislation or other rules applicable to this Plan, and will notify you via post, SMS, email or any other means within 30 days of any such change being implemented.

Any legal issues will be decided in accordance with South African Law.

It is your obligation to accurately and properly disclose all material facts. You remain responsible for the accuracy and completeness of all answers, statements or other information provided by you or on behalf of you. Misrepresentation, non-disclosure of a material fact or an incorrect or inaccurate statement or information by you or on your behalf may lead to the rejection of a claim or the cancellation of this Plan and no refund of any premiums.

You are entitled to a copy or written or printed record of any transaction requirement upon your request.

Product Supplier and Underwriter: FirstRand Life is a registered life insurer. Licence No. 00102/001. Registration No. 2014/264879/06. 3rd Floor, 5 First Place, BanCity, 9 Kerk Street, Johannesburg, 2000. PO Box 1153, Johannesburg, 2000. Tel. 087 736 7772. Email: fnblife@fnb.co.za

Financial Service Provider: First National Bank ("FNB"), a division of FirstRand Bank Limited, Registration No. 1929/001225/06. FSP No. 3071. 3rd floor, 1 First Place, Simmonds Street, BankCity, 2001. PO Box 1153, Johannesburg, 2000. www.fnb.co.za. Tel: 0860 11 22 44 / +27 11 369 1088 (international). E-mail: fnblife@fnb.co.za

FNB is a registered financial services provider for this class and type of product. FNB takes responsibility for the actions of its authorised representatives insofar as they are providing financial services. Some representatives may be rendering services under supervision and will inform you accordingly. FNB Life is a business unit of FNB and acts as administrator under a binder contract between FNB and FirstRand Life for which it collects a binder fee for services rendered for this Plan. FNB directly or indirectly holds more than 10% of FirstRand Life’s shares.

FirstRand Life and FNB hold professional indemnity insurance.

15. Complaints procedure

If we reject your claim, you have 90 days to lodge your objection in writing. We will reassess your claim based on any representations made in support of your request for a review and advise you of our final decision in writing. We shall be relieved of liability and a claim shall be deemed to have prescribed should summons not have been served on us within a period of 180 days of receipt of our final decision. This 180 days’ period is in addition to the 90 days referred to above.

Plan or claim Complaints: If you have any complaint about this Plan or a claim, please contact the Complaints Call Centre at phone number 087 575 9408, or e-mail: care@fnb.co.za. You can contact the compliance officer on phone number 087 736 7776 or email: lifecompliance@fnb.co.za

Unresolved Complaints: If we still dispute or reject your claim and you are not satisfied with the reasons provided for such rejection or if you have any unresolved dispute about this Plan, you may refer the matter to the Ombudsman for Long-term insurance: Third Floor, Sunclake Building, 21 Dreyer Street, Claremont, Cape Town, 7700. Private Bag X45, Claremont, 7735. Tel: (021) 657 5000 Fax: (021) 674 0951. Email: info@ombud.co.za.

Financial Services Provider Complaints: If you have any complaint about the financial services provider, FNB, you can contact the Complaints Call Centre at phone number 0860 11 22 44; or fax number 011 632 2317; or e-mail care@fnb.co.za. You can contact the compliance officer on phone number 011 371 7953 or fax number 011 371 2192.

Unresolved Complaints: If after you have contacted FNB and you have any unresolved dispute about the financial service provided to you, you can contact the FAIS Ombudsman Baobab House, Sussex Office Park Ground Floor, Block B473 Lynnwood Road, Lynnwood. PO Box 74751, Lynnwood Ridge, 0040. Tel: (012) 762 5000; Fax: (086) 764 1422. Email: info@faisombudd.co.za. www.faisombud.co.za.

How we use your information:

a. You can refer to the FNB General Terms and Conditions and our Privacy Policy [www.fnb.co.za] for more information on our privacy practices.

b. FirstRand Limited and its affiliates and/or appointed third parties (like its authorised agents, advisors, partners and contractors) ("FSR") collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.

c. Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you, the law requires it or your, or our or a third parties lawful interest is being protected or pursued.

d. FSR may process your information, information includes amongst others information regarding marital status, national origin, age, sex, language, birth, education, financial history, identifying number, e-mail address, physical address, telephone number, online identifier, social media profile, physical or mental health, disability, pregnancy, sex life, biometric information (like fingerprints, your signature or voice), race or ethnic origin, trade union membership, political persuasion, financial history, criminal history and your name.

e. The processing of information includes the collection, storage, updating, use, making available or destruction thereof.

f. FSR may process your information for the following reasons (amongst others):

- To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfill reporting requirements and information requests.
- To detect, prevent and report theft, fraud, money laundering and other crimes.
- To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.
- To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
- To develop, test and improve products and services for you.
- For historical, statistical and research purposes.
- To process payment instruments (like a cheque) and payment instructions (like a debit order).
- To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
- To do affordability assessments, credit assessments and credit scoring.
- To manage and maintain your accounts or relationship with FSR.
To disclose and obtain information from credit bureaux regarding your credit history.
- To enable you to participate in the debt review process under the National Credit Act, where applicable.
- For security, identity verification and to check the accuracy of your information.
- To communicate with you and carry out your instructions and requests.
- For customer satisfaction surveys, promotional and other competitions.
- To market to you or provide you with products, goods and services.
- To carry out actions for the conclusion or performance of your Plan.
- To protect your legitimate interests and to pursue the legitimate interests of FSR or of a third party to whom your information is supplied.

FSR may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:
- Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
- Debt counsellors, payment distribution agents and other persons that assist with the debt review process under the National Credit Act.
- Payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions.
- Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
- Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
- Regulatory authorities, industry ombudsman, governmental department, local and international tax authorities and other persons that FSR under the law have to share your information with.
- Credit bureaux.
- FSR’s service providers, agents and sub-contractors like couriers and other persons FSR uses to offer and provide products and services to you.
- Persons to whom FSR cedes their rights or delegates their obligations to under agreements.
- FSR can process your information outside of the borders of South Africa, according to the safeguards and requirements of the law.
- FSR may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
- You must be authorised to provide any personal information of third parties to FSR. In doing so, you indemnify FSR against any and all losses by or claims made against it as a result of you having the required authorisation.
- You have the right to access the information FSR has about you by contacting us at FNBComplianceSupport@fnb.co.za or 011 371 8494.
- You have the right to request us to correct or delete the information FSR has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept. You must inform us of your request.
- You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing. You must inform us of your objection at care@fnb.co.za.
- You have the right to withdraw your consent which allows us to process your information; however we will continue to process your information if permitted by law.

You have the right to file a complaint with FSR or the Information Regulator, once established, about an alleged contravention of the protection of your information.