

## Terms and conditions for cover

### 1. Key terms used

- 1.1 **'Accidental death'** means death as a result of a direct, sudden and unexpected event that happens at a known place and time, has a visible, violent and external cause, and that ends in the death of a life assured.
- 1.2 **'Astute'** is The Financial Services Exchange (Pty) Ltd, trading as Astute.
- 1.3 **'CPI'** is the Consumer Price Index published by Statistics South Africa. CPI increases on your Funeral Plan are limited to a minimum of 1% and a maximum of 10%.
- 1.4 **'Child'** means an unmarried person under the age of 21, naturally related to you or your spouse or both, a stepchild, a foster child or a legally adopted child who is financially dependent on you, your spouse or both.
- 1.5 **'Discovery'** means Discovery Life Limited, a public company with limited liability registered under the company laws of the Republic of South Africa (registration number 1966/003901/06), whose principal place of business is 1 Discovery Place, Sandton, Johannesburg, 2196.
- 1.6 **'Extended family'** means:
  - 1.6.1 Any child who meets the definition of a child in 6.4 above, who is not registered as a child on this policy
  - 1.6.2 Another spouse who is not registered as the spouse on this policy
  - 1.6.3 A parent or parent-in-law who is not registered as a parent on this policy
  - 1.6.4 Any family member or dependant who is nominated by the principal life as an extended family member, subject to maximum age criteria.
- 1.7 **'FICA'** is The Financial Intelligence Centre Act 38 of 2001.
- 1.8 **'Guide'** means the Discovery Life Funeral Plan Guide.
- 1.9 **'Lives assured'** means anyone who is recorded on your policy schedule. For example, you, your spouse, parents, children and extended family.
- 1.10 **'Parents and parents-in-law'** means the natural parents of you or your spouse or the parents who legally adopted you or your spouse.
- 1.11 **'Policy'** refers to the Discovery Life Funeral Plan Guide, this application form, the policy schedule and any accepted changes that you make to this policy.
- 1.12 **'Policy schedule'** is the summary of the policy that Discovery sends to you when Discovery has activated your application for cover or any changes that are made to your policy.
- 1.13 **'Product'** is the Discovery Life Funeral Plan
- 1.14 **'Spouse'** means:
  - 6.14.1. The person you are married to by law or through customary marriage or a civil union or a union recognised as a marriage by the tenets of any religion.
  - 6.14.2. Someone living with you as your permanent life partner with whom you have a reciprocal duty of support through a domestic partnership.
- 1.15 **'Start date'** depends on whether Discovery collects your premiums via debit order or payroll deduction.
  - 1.15.1 If Discovery Life collects your premium via debit order, your start date will be set as the start or commencement date you selected provided that we are able to process your debit order on your selected debit order day in that particular month. This typically takes one to - three working days after Discovery Life activates your policy. If we are not able to process your debit order in that month, your start date will be the first day of the following month.
  - 1.15.2 For a policy where premiums are collected through payroll deduction, the policy start date is based on the date your application is activated by Discovery and your company payroll arrangement.
  - 1.15.3 No rights and obligations arise under this policy before the start date.
- 1.16 **'You and your'** is you the owner and principal life of this policy as set out in the policy schedule.
- 1.17 **Licences and authorities**
  - 1.17.1 The Discovery Life Funeral Plan is administered and underwritten by Discovery Life.
  - 1.17.2 Discovery warrants that it holds professional indemnity and fidelity insurance cover as required by the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS Act).
  - 1.17.3 Discovery reserves the right to accept or reject this application form.
- 1.18 **Assessing your application**

Discovery will assess your application and let you know if we have accepted it or not.

Cover for you or any of the lives assured under the policy starts on the start date, which has been defined in point 6.15.
- 1.19 **Communication between you and Discovery**

On commencement of the policy, Discovery will email the documents that include a summary of all personal details together with a Discovery Life Funeral Plan Guide.
- 1.20 **You have 31 days to object to any policy contract terms**

You have 31 days from the date that you receive your policy schedule to tell us if you have any objections. If Discovery does not receive an objection in this time, Discovery is entitled to treat the absence of an objection as your acceptance of the terms and conditions as they stand. You do not have the right to object to any terms and conditions after the 31-day period is over. If you do object, Discovery may change the terms of the contract but Discovery is not obliged to do so. You have the right to cancel the policy and be refunded the premiums within 31 days of receipt of your policy schedule provided that no benefit has been paid.
- 1.21 **You confirm that Discovery may collect premiums**
  - 1.21.1 Depending on the method you have chosen to pay premiums for the policy, you hereby authorise Discovery to collect premiums via payroll deduction or from your bank account as the case may be.
  - 1.21.2 If you have chosen to pay premiums, charges and fees via payroll deduction and this collection fails, you authorise Discovery to collect the premiums due, charges and fees from your bank account.
  - 1.21.3 In the case where we collect premiums, charges and fees from your bank account, such premiums, charges and fees will be collected on the first debit order day or the first banking day thereafter.

If the premium is paid by someone other than you, then that person's bank will treat every payment instruction to pay the premiums, charges and fees to us as if it came from that person personally.

The premium payer may cancel the debit order at any time but this may lead to the policy being cancelled if you (or the premium payer) do not give us new debit order details and a premium is not paid in time.
  - 1.21.4 You know and understand that if someone else is paying the premiums it is your responsibility to make sure that there are always sufficient funds to pay the premiums. Discovery will notify you (and not the premium payer) if there are insufficient funds in the bank account or if Discovery is not able to collect the premiums.
  - 1.21.5 Neither you nor the premium payer can ask Discovery to refund any premiums, charges or fees Discovery collected when they were due and owing.
  - 1.21.6 Discovery is not responsible for any loss or harm you or the premium payer may suffer because the bank account details given to Discovery are incorrect. You must let Discovery know if the bank account details you have given Discovery change.

## Terms and conditions for cover (continued)

### 1.22 Premiums

- 1.22.1 All premiums as stated in the policy schedule must be paid by debit order or by payroll deduction. If the premium payer does not pay premiums when they are due, for example, Discovery is unable to collect the premiums through debit order or the payroll deduction fails, Discovery may cancel the policy from the date the premium was due.
- 1.22.2 Discovery will only consider the premium as paid when our bank account is credited with the premium. In the case of a debit order, this is provided that the premium is not reversed later.
- 1.22.3 Subject to clause 8, the benefits will not commence and no liability whatsoever will attach to Discovery for any obligation under this policy until notice of activation has been given and the first premium has been received.
- 1.22.4 Premium increases applied to the premium charged for any of the lives assured on the policy will not exceed CPI+1% at each anniversary in the first twelve months. However, Discovery reserves the right to increase premiums for any specific life assured on the policy above the CPI+1% applied at each anniversary after the first twelve months have passed. The total automatic premium increase is limited to a maximum of 11% and a minimum of 1%.
- 6.23.5 In reviewing our premiums, Discovery will analyse factors such as claims and lapse experience based on the actual experience for our policies as well as similar policies in the industry. Changes in premium will not depend on your individual circumstances, for example your health, at the time of the review.
- 6.22.6 If you apply to make any changes to the policy, the premium rates charged for the changes will be according to the premium rates applicable at the time of the change and not the premium rates that were applied at the policy's start date.
- 6.22.7 The premium rates are set out in the policy schedule. All charges for this policy are included in the premium rates.

### 1.23 If premiums are not paid

- 1.23.1 Discovery will let you know in writing if Discovery does not receive your premium. If the premium is not paid in time, Discovery will give you 30 days after the premium due date to make the payment. If you need to claim during this time, Discovery will consider the claim for the full benefit amount, only if Discovery receives the outstanding premium. If the outstanding premium is not received, Discovery will deduct the outstanding premium from any benefit amount paid.
- 1.23.2 If a second premium is not received on the due date, your policy will be cancelled and no claim will be paid.

### 1.24 Maximum benefits

Discovery Life will apply maximum cover amounts in some instances. These include when you or a life assured is covered for benefits under more than one Discovery Life Funeral Plan, when you have included a child life assured on your policy and when you or your spouse life assured pass away as a result of an accident. Please refer to your Funeral Plan Guide for more details on these maximums.

### 1.25 Unclaimed benefits

It is your responsibility to keep your contact information up to date.

If a benefit is unpaid because Discovery Life cannot contact you, your beneficiaries or dependants using the contact details provided, Discovery is required to contact a tracing company to trace you, your beneficiaries or dependants after a prescribed period.

You confirm that when you provide Discovery with personal information about any dependant or beneficiary in respect of this policy, they have given you permission to disclose that information to Discovery. This includes their permission to share their personal information with a tracing agent in order for them to help us trace you, your dependants or your beneficiaries.

Please note that tracing fees will be deducted from the unclaimed benefit amount. This is subject to change over the policy term and will be communicated to you upon request.

In the event that Discovery is unable to locate you, your beneficiaries or dependants and pay the claim, market related interest will be added to the benefit from the date that the benefit became payable to date of payment.

### 1.26 Financial advisers

- 1.26.1 Discovery does not provide any financial advice to you. Financial advice must be obtained from an accredited financial adviser.
- 1.26.2 Discovery will only allow financial advisers who are authorised and licensed by the Financial Services Conduct Authority (FSCA) to act as financial services providers on your behalf.
- 1.26.3 Unless the financial adviser is an employee of Discovery, you cannot hold Discovery legally responsible for suffering any loss or damage if the financial adviser is not authorised as a financial services provider, and the processing of this application form is delayed and afterwards rejected because of that fact.
- 1.26.4 The financial adviser has the responsibility to act within their licence conditions and authority. Unless the financial adviser is an employee of Discovery, you cannot hold Discovery responsible or liable for suffering any loss or damage as a result of the financial adviser acting outside the scope of their authority and licence conditions.
- 1.26.5 The financial adviser must make that you receive and understand all appropriate advice, product and fee information.

### 1.27 Waiting period

- 6.27.1 A waiting period applies from the start date of this policy, on all benefits for any life assured. A waiting period applies from the date a new life assured is added to the policy for the funeral cover amount of the new life assured. No funeral cover amount will be paid for a natural death during the waiting period.
- 6.27.2 The waiting period does not apply for accidental deaths.
- 6.27.3 The waiting period will be six calendar months from the start date of the policy for all lives assured under this policy.
- 6.27.4 The waiting period may be reduced or waived if you meet these conditions:
  - If you start this policy within 31 days of cancelling a funeral policy from another insurer, or within two months of cancelling another Discovery Funeral Plan
  - A qualifying waiting period (or a portion thereof) has been served on the other policy and satisfactory evidence thereof has been provided to Discovery Life.

### 1.28 Right to cancel

You have the right to cancel any benefit or the policy at any time by providing Discovery 30 days' written notice of termination. No premiums will be refunded to you.

### 1.29 Complaints

- 1.29.1 If you have a complaint about the advice you have received or if you believe you did not receive enough information about the policy, please contact our compliance department:  
Telephone: 0860 372 030  
Email: FuneralPlan@discovery.co.za
- 1.29.2 If you lodged a complaint with us or to your financial adviser about the financial service you have received from your financial adviser in relation to this policy and you are not happy with the response you received, you can contact the FAIS Ombud at:  
P.O. Box 74571, Lynnwood Ridge 0040  
Telephone: +27 12 762 5000  
Fax: +27 12 348 3447  
Email: info@faisombud.co.za
- 1.29.3 If you are unhappy with any terms of the policy or anything Discovery has done in relation to the policy, you can contact the Ombudsman for Long-term Insurance:  
Private Bag X45, Claremont 7735  
Telephone: +27 21 657 5000  
Fax: +27 21 674 0951  
Email: info@ombud.co.za

## Terms and conditions for cover (continued)

### 2. Discovery Life Privacy Statement

#### Our Privacy Statement

##### Definitions

- “We”, “us” and “our” refers to Discovery Life Limited, a public company with limited liability as well as a registered long-term insurer and authorised financial and credit services provider, registered under the company laws of the Republic of South Africa, registration number 1966/003901/06. It also applies to Discovery Vitality (Proprietary) Limited (“Vitality”), a private company with limited liability registered under the company laws of the Republic of South Africa, or both companies as the case may be. The principal place of business of both companies is 1 Discovery Place, Sandton, Johannesburg, 2196.
  - “You” and “your” refers to you as the owner of the plan.
  - “Your personal information” refers to personal information about you, your spouse, your dependants and your beneficiaries (as relevant). It includes information about health, financial status, gender, age, contact numbers and addresses.
  - “Process information” means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.
  - “Competent person” means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example, a parent or legal guardian.
- 2.1. When you engage with us, you trust us with personal information about yourself, your spouse, your dependants, your family and beneficiaries. You understand that when you include your spouse and/or dependants on your application, we will process their personal information for the activation of the policy/benefit and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this Privacy Statement. We are committed to protecting your right to privacy. The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process your personal information, in line with the Protection of Personal Information Act (“POPIA”).
  - 2.2. You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions. However, we require your acceptance to activate and service your policy. This means that if you do not accept the terms of this Privacy Statement, we cannot activate and service your policy. The acceptance of these terms and conditions and the permission given to process your personal information will continue after your death.
  - 2.3. We will keep your personal information confidential. You may have given us this information yourself or we may have collected it from other sources. If you share your personal information with any third parties, we will not be responsible for any loss or harm suffered by you, your spouse, your dependants or your beneficiaries.
  - 2.4. You warrant that when you give us personal information about your spouse, your dependants or your beneficiaries, you have received their permission to share their personal information with us for the purposes set out in this Privacy Statement or any other related purposes.
  - 2.5. You understand that when you include your spouse and/or dependants on your application, we will process their personal information for the activation of the policy/benefit and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this Privacy Statement.
  - 2.6. If you are giving consent for a person under 18 (a minor) you confirm that you are a competent person and that you have authority to give consent for them.
  - 2.7. By signing this form, you confirm you give us consent that we may:
    - 2.7.1 Share with the appointed financial adviser the policy information, including your personal information, necessary to ensure the efficient administration of the policy and to make sure that we comply with all relevant legislation.
    - 2.7.2 Share your health information with the financial adviser during any underwriting process.
  - 2.8. You agree that we may process your personal information for the following purposes:
    - 2.8.1 Underwriting and administering this policy and for the assessment of any claims under this policy
    - 2.8.2 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
    - 2.8.3 Enabling any entity within the Discovery Group and any third party provider or any financial services provider or its representative approved by the Discovery Group to advise you of, or offer to you, any enhanced benefits or new products that become available from time to time which you may become entitled to or qualify for
    - 2.8.4 Providing relevant information, including your personal information, to a contracted third party who requires such information to render a service to you in relation to this policy, provided that such contracted third party agrees to keep the information confidential.
  - 2.9. If you are a member of the Vitality programme, you further agree that we may process your personal information for the following purposes:
    - 2.9.1 The administration of the Vitality programme
    - 2.9.2 The provision of any services that you or any dependant on your Vitality policy may require
    - 2.9.3 The rendering of services by Vitality
    - 2.9.4 The provision of relevant information to a contracted third party who requires such information to render a service to you or any dependant on your Vitality policy and only if such contracted third party agrees to keep the information confidential.
  - 2.10. Further to the above, if a third party asks us for any of your personal information, we will share it with them only
    - 2.10.1 If you have already given your consent for the disclosure of this information to that third .
    - or
    - 2.10.2 If we have a legal or contractual duty to give the information to that third party.
    - 2.10.3 For any of the purposes set out below.
  - 2.11. You confirm that we may share your personal information within the Discovery Group of companies for:
    - 2.11.1 Administration
    - 2.11.2 Fraud prevention
    - 2.11.3 Where necessary to provide Group-wide services, benefits and infrastructure to help you in your personal or professional capacity.
  - 2.12. You consent and agree that we may process your information, including personal and special personal information, to conduct sanction screening against all mandatory and non-mandatory sanctions lists.
    - 2.12.1 You also consent to us communicating such personal information to local and international regulatory bodies as well as to other entities in the Discovery Group if you are matched to one of these sanctions lists.
    - 7.12.2. You understand that we may terminate this agreement with immediate effect if you are found to be on a sanctions list.
  - 2.13. You also confirm that we may share and combine all your personal information for any one or more of the following purposes:
    - 2.13.1 Market, statistical and academic research
    - 2.13.2 To customise our benefits and services to meet your needs.You agree that your personal information may be shared with third parties such as academics and researchers, including those outside South Africa. We make sure that the academics and researchers will keep your personal information confidential and all data will be made anonymous to the extent possible and where appropriate. No personal information will be made available to a third party unless that third party has agreed to abide by strict confidentiality protocols. If we publish the results of this research, you will not be identified by name.
  - 2.14. If we want to share your personal information for any other reason, we will do so only with your permission.
  - 2.15. We have a duty to take all reasonably practicable steps to make sure your personal information is complete, accurate, not misleading and updated on a regular basis. To enable this we will always try to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third party data sources.
  - 2.16. By signing this application form, you authorise us to obtain and share information about your creditworthiness with any credit bureau or credit provider’s industry association or industry body. This includes information about credit history, financial history, judgments, default history and sharing of information for purposes of risk analysis, tracing and any related purposes.
  - 2.17. We have the right to communicate with you electronically about any changes on your policy, including your contributions or changes and improvements to the benefits you are entitled to on the policy you have chosen.
  - 2.18. We have a duty to keep you updated about any offers and new products that we make available from time to time. Any entity within the Discovery Group and contracted third-party service providers may communicate with you about these.
  - 2.19. Please let us know if you do not wish to receive any direct telephone marketing from the Discovery Group.
  - 2.20. You may opt out of electronic marketing at on [www.discovery.co.za](http://www.discovery.co.za) or the Discovery app. We will store your personal information to action this request it as soon as reasonably possible.

- 2.21. You have the right to know what personal information we hold about you. If you wish to receive a copy, please complete a form called an 'Access Request Form' and specify the information you would like. This form is part of the Discovery Manual to Accessing Information and can be found on the Discovery website at [www.discovery.co.za](http://www.discovery.co.za) under "Legal" at the bottom of the "Home" page.  
We will take all reasonable steps to confirm your identity before providing details of your personal information.  
We are entitled to charge a fee for this service and will let you know what it is at the time of your request.
- 2.22. You have the right to ask us to update, correct or delete your personal information. Where we cannot delete your personal information, we will take all steps to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it. This is unless the law requires us to keep it.
- 2.23. We are required to collect and keep personal information in terms of the following laws:
- The Electronic Communications and Transactions Act (ECT)
  - The Financial Intelligence Centre Act (FICA)
  - The Financial Advisory and Intermediary Services Act (FAIS)
  - The National Credit Act (NCA)
  - The Consumer Protection Act (CPA)
  - Long Term Insurance Act (LTIA), among others.
- 2.24. You agree that we may transfer your personal information outside South Africa:
- 2.24.1 If you give us an email address that is hosted outside South Africa
- 2.24.2 To administer certain services, for example, cloud services
- 2.24.3 Where required to administer any off-shore product, for instance your Dollar Life Plan.
- We will make sure that any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection as we are obliged to.
- 2.25. If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the right to share your personal information with third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to your personal information. The terms of this Privacy Statement will continue to apply.
- 2.26. We may change this Privacy Statement at any time. The most updated version will be always be available at [www.discovery.co.za](http://www.discovery.co.za).
- 2.27. If you believe that we have used your personal information contrary to this Privacy Statement, you must first attempt to resolve any concerns with us. If you are not satisfied after this process, you have the right to lodge a complaint with the Information Regulator, under POPIA.  
The contact details are:  
The Information regulator (South Africa)  
PO Box 31533  
Braamfontein  
2017  
[complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)
3. **You give us permission to obtain your health and other information**
- 3.1 To administer your policy and consider any claims you make, Discovery needs certain information. The information Discovery needs includes information about your identity (including personal and contact details), health, lifestyle, finances and creditworthiness.
- 3.2 By signing this application form, you authorise Discovery to do all of the following:
- 3.2.1 Obtain this information about you from anyone, including from Discovery Health, Discovery Health Medical Scheme, Discovery Vitality (Pty) Ltd, Discovery Card and any person, which could be any doctor you have consulted with. You also authorise and instruct the person with the information to give the information to Discovery.
- 3.2.2 You also confirm that your personal and health information may be provided to any other entity within the Discovery Group where you or your dependants already have a relationship with or where you or your dependants have applied for a product or benefit. This information will be provided for the administration of your or your dependants' products or benefits.
- 3.2.3 You authorise Discovery to share information, including personal information, in this application or in any related document with other assurers and reinsurers. This authority extends to sharing such information directly with an assurer or through any database for insures at any time (even after your death) and in any form, including detailed, abbreviated or coded form. This also includes sharing of information on industry registers such as the Association for Savings and Investment South Africa (ASISA) and Astute.
- 3.3 You authorise Discovery to do the following:  
Give your financial adviser the policy information, including your personal information, necessary to ensure the efficient administration of your policy and to make sure that Discovery complies with all relevant legislation.
4. **You confirm Discovery may do legal checks**  
The law requires us to check and confirm certain information about you and the other lives to be assured, including identities, addresses and bank account details. This information is referred to as FICA verification information. By signing this agreement, you authorise Discovery Limited to use FICA verification information. You agree that this authority applies to all future applications for assurance with us including any changes you make to this policy. You acknowledge that this authorisation cannot be withdrawn or cancelled and that it will continue after your death.