

FUNERAL PLAN **policy document**

Reference Number:
SLPFUNERAL/2021/10/11



With dignity

Hollard.

HOW TO PAY YOUR MONTHLY PREMIUMS



Website Members' Portal

Did you know you can pay your premiums online? Simply go to www.scorpion.biz and click the Members' portal. After you register not only can you pay your premiums but you can also do a whole host of other things such as:

- ✓ Download a digital membership card
- ✓ Check your membership details
- ✓ Get useful legal documents only available to members



Debit or stop order

A debit order is when the payment for your premium is collected straight out of your bank account. A stop order is when payment for your premium comes directly from your salary (this facility is only available to government and municipal employees).

If you are interested in changing from a cash payment to a debit or stop order please call 0861 333 3333.



EasyPay outlets

You can pay your premiums at ANY EasyPay outlet. Some EasyPay outlets are: **Pep, Pep Cell, Shoprite Checkers, Pick n Pay, Spar, Boxer Superstores, Lewis, Joshua Doore and Russells**

When paying at an EasyPay outlet, give your EasyPay number (found on the back of your membership card or you can call 0861 333 333). Remember to ask for a receipt.



Selected Scorpion branches

You can pay cash at a selected Scorpion branch. When paying at a Scorpion branch, present your Scorpion membership card to the cashier and remember to ask for a receipt.

To find out if your closest branch accepts cash payments call 0861 333 333 or visit our website at www.scorpion.biz and call the branch directly.



Post Office

You can also pay at the Post Office.

When paying at the Post Office, present your Scorpion membership card to the cashier and remember to ask for a receipt.

SCORPION FUNERAL PLAN POLICY DOCUMENT

Reference Number: SLPFUNERAL/2022/06/01

Underwritten by
HOLLARD LIFE ASSURANCE COMPANY LIMITED
(Reg. No. 1993/001405/06)
("Hollard")

for
SCORPION LEGAL PROTECTION (RF) (PTY) LIMITED
(Reg. No. 1996/001206/07)
("Scorpion")

Scorpion acts as a non-mandated intermediary for
HOLLARD LIFE ASSURANCE COMPANY LIMITED

This is your Scorpion Funeral Plan Policy Wording.

Hollard will accept any eligible person who has bought this Funeral Plan and will, in the event of a valid claim, pay the Funeral Benefit to you, your Nominated Beneficiary or to your estate subject to the terms and conditions of this policy.

This document tells you in clear and simple language how the policy works. The name of the insurance company is Hollard Life Assurance Company Limited ("Hollard"). Scorpion administers this policy on behalf of Hollard. Hollard is a licensed life insurer and authorised Financial Services Provider. Scorpion is a licensed financial services provider duly authorised to act on behalf of Hollard in terms of this policy.

This policy wording as amended from time to time, various administrative forms, application forms, policy and benefit schedule, declarations, authorisations, any voice-logged conversations pertaining to this policy and agreements supplied by Scorpion shall form the basis of this insurance contract.

In the event of any difference between this policy and that of any other documents mentioned above, the provisions of this policy shall prevail.

HOW TO GET HOLD OF US

To register your family details, please call 0861 333 333

To communicate with Scorpion in connection with this policy kindly contact:

Scorpion Legal Protection, Funeral Claims Division, PO Box 1795, Germiston, 1400

Tel: 0861 114 421. Fax: 086 646 7420 or 011 388 448.1 Email: funeral@scorpion.biz

BENEFITS

The Funeral Benefit for each Insured Person is subject to waiting periods from the Start Date of cover for the Insured Person as stipulated in this policy. You or an Insured Person may not cede any benefits of the policy to another person and if you do this the policy will be null and void.

1.1 FUNERAL BENEFIT

- This benefit provides cover in the event of a nominated Insured Person's death during the period of insurance. You will complete the details of the insured persons on the application form which you will have to sign. You will need your family member's ID numbers/date of birth to register the details on the application form. Hollard will pay you, your estate or your Nominated Beneficiary (this is the person who will receive the benefits if you die) the benefit, as a lump sum, subject to the terms and conditions of this policy.
- The Funeral Benefit shall be limited to the sum insured specified in the policy schedule.

1.2 ADDITIONAL ACCIDENTAL DEATH BENEFIT

- In addition to the Funeral Benefit cover above, Hollard will provide additional cover in the event of the Accidental Death of the Main Insured Person and/or Partner from the Start Date of their cover, as long as all premiums have been paid. There is no Waiting Period for the Additional Accidental Death Benefit.
- In the event of the Accidental Death of the Main Insured Person and/or Partner, during or after the Waiting Period (clause 4.1), then because of this Accidental Death the Funeral Benefit and Additional Accidental Death Benefit amount will be paid as a lump sum.
- If an Insured Person dies after the Start Date as a result of an accident that occurred before the Start Date then no benefit will be paid.
- The Additional Accidental Death Benefit shall be limited to the sum insured specified in the policy schedule.

1.3 BREADWINNER'S BENEFIT (IF APPLICABLE)

- In addition to the Funeral Benefit and Additional Accidental Death Benefit mentioned above, Hollard will also provide a Breadwinner's Benefit for an additional monthly premium. This benefit provides cover in the event of the death of the Main Insured Person only, during the period of insurance.
- The Breadwinner's Benefit is subject to various Waiting Periods from the Start Date of cover in respect of the Main Insured Person as stipulated in this policy.
- Hollard will pay the Breadwinner's Benefit to the Nominated Beneficiary or the estate of the Main Insured Person on this policy subject to the terms and conditions of this policy.
- The Breadwinner's Benefit shall be limited to the sum insured specified in the policy schedule. The sum insured will be paid in equal monthly instalments for a maximum period of 12 (twelve) months.

2. LIMITATION OF BENEFITS

- No Main Insured Person or Partner may be covered in terms of one or more Scorpion Funeral Plans where the total cover in respect of Funeral Benefits of the Main Insured Person or Partner exceeds R40 000 (forty thousand Rand).
- No Child or Parent may be covered in terms of one or more Scorpion Funeral Plans where the total cover in respect of Funeral Benefits of the Child or Parent exceeds R20 000 (twenty thousand Rand).
- Hollard may increase these limits from time to time.
- In the event that a claim or claims are submitted for more than the maximum benefit amount of cover as stated above, the amount payable by Hollard will be limited to the maximum total benefit allowed. Scorpion may refund a proportion of the premiums paid for cover above the maximum benefit.
- All benefit payments are subject to the verification of the validity of any claim.

3. NOMINATION OF BENEFICIARY OR BENEFICIARIES

- You may nominate a person as the Beneficiary in terms of this policy. The Beneficiary is the person who will receive the benefits if you die. When you speak to the agents or complete the application form you must indicate or say who the beneficiary is. In the event of the death of any other Insured Person under this policy as stipulated by you at inception of this policy, the benefit will be paid directly to you.
- If you want to change your nominated Beneficiary, you must inform Scorpion in writing or telephonically of any change.
- A beneficiary will have no interests or rights in the policy during the lifetime of the Main Insured Person.
- Nominations in a will or any other testamentary instrument that the Main Insured Person agreed to, shall not affect any existing beneficiary nomination that we have recorded.

- If the beneficiary is under the age of 18, Hollard will pay the benefit to the legal guardian or the trust.
- If no beneficiary is nominated and there is a valid claim on the death of the Main Insured Person the benefit will be paid to the following in relation to the Main Insured Person, in descending order:
 - The Partner, and if there is no Partner then;
 - Adult Child, and if there is no Adult Child then;
 - Parent, and if there is no Parent then;
 - The estate of the deceased Main Insured Person.

4. SPECIFIC RESTRICTIONS, EXCLUSIONS, PROVISIONS AND CONDITIONS

4.1 WAITING PERIODS

- The Waiting Periods in respect of an Insured Person commences on the Start Date of this policy or the date on which the relevant Insured Person becomes entitled to cover in terms of this policy. The Start Date is the date that Scorpion receives the first premium.
- Should cover in respect of an Insured Person be terminated and subsequently restarted the Waiting Periods will commence from the date that cover is restarted unless waived in writing by Hollard.
- Should cover in respect of an Insured Person be terminated and subsequently reinstated then from the date that cover is reinstated and unless waived in writing by Hollard a waiting period will apply to any claim where the cause is either due to natural causes, suicide or self-inflicted injury and the cause of the claim is not specifically excluded for the Period of Insurance. Where a Waiting Period was still applicable prior to the policy lapsing and been reinstated, the balance of any such Waiting Period will continue to apply after the reinstatement.
- Should additional benefits be applied for in respect of an Insured Person and be added to the policy, the Waiting Periods will apply in respect of the additional benefits from the Inception Date of increased cover.
- There will be no Waiting Period for new born children, as long as he/she is added within 60 (sixty) days of birth and the policy is older than the Waiting Period.
- **No Waiting Period applies for death as a result of an accident.** Cover for Accidental Death commences from the Start Date of this policy.
- In the event of an Insured Person dying before the Start Date or dying as a result of an Accident that occurred before the Start Date, there will be no benefit payable.
- The Waiting Periods that are applicable for certain causes of death are specified below.

4.1.1 WAITING PERIOD – DEATH FROM NATURAL CAUSES

- The Benefits are subject to a Waiting Period of 6 (six) months for Plans A, B, C and D for the Main Insured Person, Partner and Children from receipt of the first premium.
- The Funeral Benefit is subject to a Waiting Period of 6 (six) months for Parents and Extended Family Members, from receipt of the first premium.
- No Benefits are payable in respect of the death of an Insured Person due to natural causes during the Waiting Period.

4.1.2 WAITING PERIOD – DEATH FROM SUICIDE

- A Waiting Period of 12 (twelve) consecutive (one after the other) months and 12 (twelve) consecutive premium payments will apply on the death of an Insured Person by suicide, where death is caused directly or indirectly by or arising from or resulting from or contributed to by or traceable to any attempted suicide.
- No Benefits are payable in respect of the death of an Insured Person due to suicide during the Waiting Period

4.2 ELIGIBILITY

- The Main Insured Person and Partner will be eligible for cover from the date of his/her 18th (eighteenth) birthday, at the application date. Thereafter cover continues for life as long as the monthly premium is paid.
- The Main Insured Person and Partner will not be eligible to apply for cover from the date of his/her 65th (sixty-fifth) birthday.
- Children of the Main Insured Person are eligible to be covered up to their 21st (twenty-first) birthday, provided that the Child was not married at the time of death. Cover is extended to the 25th (twenty-fifth) birthday, if the Child is an unmarried full-time student registered at an educational institution or is mentally disabled or is permanently and totally physically disabled (providing that satisfactory proof is submitted to Scorpion in respect of the above).
- Parents are eligible for cover up to the date of their 75th (seventy-fifth) birthday at the application date. Thereafter cover continues for life as long as the monthly premium is paid. Persons over the age of 75 (seventy-five) at application are not eligible to be covered as a Parent on the Scorpion Funeral Plan.

- Extended Family Members are eligible for cover up to the date of their 75th (seventy-fifth) birthday at the application date. Thereafter cover continues for life as long as the monthly premium is paid. Persons over the age of 75 (seventy-five) at application are not eligible to be covered as an Extended Family Member on the Scorpion Funeral Plan.

4.3 TERMINATION OF COVER (STOPPING YOUR POLICY)

- The cover provided by this policy will cease/stop on the earlier of:
 - You or Hollard cancelling this policy and the cover provided by giving 31 (thirty-one) day's written notice; or
 - If you do not pay the premium every month before the grace period expires; or
 - Payment of a valid death claim on the life of the Main Insured Person.
- In the event of death of the Main Insured Person on the Scorpion Funeral Plan, the Main Insured Person's Partner has the option to continue cover by informing Scorpion in writing or telephonically. Scorpion will tell/advise the Main Insured Person's Partner of the monthly premium payable on continuation of cover.

4.4 TERMINATION OF BENEFITS

- The Benefits for particular Insured Person will cease on the earlier of:
 - where the Insured Person was over the age of 18 (eighteen) and not a Child nor an Extended Family Member under the age of 21 (twenty-one) when the Insured's cover commenced:
 - The death of the particular Insured Person, or
 - The non-payment of any premium within 31 (thirty-one) days of the premium due date, subject to the grace periods; or
 - The policy ceasing.
 - where the Insured Person was unmarried, under the age of 21 (twenty-one) and not an Extended Family Member when the Insured's cover commenced:
 - The Insured Person's 21st (twenty-first) birthday, or
 - The Insured Person's 25th (twenty-fifth) birthday if the Insured Person is an unmarried full-time student registered at a registered educational institution or is mentally disabled or is permanently and totally physically disabled (provided that satisfactory proof is submitted to Hollard in respect of the above), or
 - The Insured Person getting married, or
 - The death of the Insured Person, or
 - The non-payment of any premium within 31 (thirty-one) days of the premium due date, subject to the grace periods; or
 - The policy ceasing.
 - where the Insured Person was unmarried, under the age of 21 (twenty-one) and an Extended Family Member when the Insured's cover commenced:
 - The Insured Person's 21st (twenty-first) birthday,
 - The Insured Person getting married, or
 - The death of the Insured Person, or
 - The non-payment of any premium within 31 (thirty-one) days of the premium due date, subject to the grace periods; or
 - The policy ceasing.

5. GENERAL RESTRICTIONS, EXCLUSIONS, PROVISIONS AND CONDITIONS

5.1 GENERAL

- No rights or benefits payable under this policy may be ceded or transferred to any third party.
- All benefit payments are subject to the verification of the validity of any claim.
- This policy does not acquire any paid-up value or surrender value.

5.2 TERRITORY COVERED

- Any Insured Person ordinarily resident in the Republic of South Africa will be covered in terms of this policy. Cover is extended to include a visit lasting less than 3 (three) months outside the territory covered.
- An Insured Person who is not a South African citizen, a permanent legal resident or who ordinarily resides outside of the Republic of South Africa will not be covered in terms of this policy.

5.3 CURRENCY AND LAW

- Premiums and benefits payable under this policy shall be paid in the Republic of South Africa and in South African Rands only.
- This policy shall be governed by and interpreted in accordance with South African Law in the courts of the Republic of South Africa.

5.4 CRIMINAL ACTIVITIES

- Hollard shall have no liability whatsoever under this policy where any claim arises from, or is the result of any contravention of any criminal law, whether legislative or at common-law (including fraud), by you or an Insured Person, or by anyone acting on your or an Insured Person's behalf or with your or an Insured Person's consent, or by any person claiming any benefit under this policy.
- All benefits afforded in terms of this policy in respect of such claim, and premiums paid in respect of such policy shall be forfeited, and this policy may be voided or cancelled as from the date of the criminal offence, at Hollard's discretion.

5.5 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

- Misrepresentation, misdescription or non-disclosure of any material fact or circumstances in connection with this policy, a claim or the application for this policy may result in this policy being cancelled, a claim rejected or the policy voided from inception and all your premiums forfeited.
- In the event that a benefit has been paid as a result of any misrepresentation, non-disclosure, mis-description or fraudulent action by an Insured Person or by any person claiming any benefit under this policy such person will be required to repay or return the benefit. Hollard shall be entitled to take legal action to recover the benefit and any costs involved.

5.6 CLERICAL MISTAKE BY SCORPION

- A clerical mistake by Scorpion shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

5.7 INSURABLE INTEREST

- In order for an insurance policy to be valid, you are required to have an insurable interest in the Insured Person (Partner, Child, Parent or Extended Family Member as defined). This means that there needs to be a recognised relationship between you and the Insured Person and as a result of this relationship, you will suffer a financial loss in the event of the death of the Insured Person. Where no insurable interest exists, the policy shall be void from the Start Date of cover.

5.8 PREMIUM PAYMENT DAYS OF GRACE

- Scorpion will notify you of any non-payment of premium by SMS or letter. It is important that you notify Scorpion if your contact details change.
- A period of 90 (ninety) days grace is allowed for the payment of each premium due and payable.
- During the grace period, all benefits will remain in force. If any event occurs during the period of grace that results in a valid claim, the unpaid premiums will be deducted from any amount paid out.
- If any premium is not paid and received by Scorpion or Hollard within the grace period from the premium due date, this policy will automatically lapse at midnight on the last day of the preceding period of insurance for which a premium has been paid and all cover will be terminated.
- The premium grace period does not apply to the payment of the first premium on inception of the policy.

5.9 31 (THIRTY-ONE) DAY POLICY REVIEW PERIOD

- Where no claim has been instituted in terms of this policy or where no right has accrued to you to institute a claim or receive any benefit in terms of the policy, you may, within 31 (thirty-one) days' after having received a policy pack containing your policy documentation, cancel the policy by contacting Scorpion and informing them of the cancellation or notifying Scorpion in writing or telephonically of the cancellation of the policy.
- All premiums paid during this 31 (thirty-one) days' reviews period shall be refunded by Scorpion, subject to the deduction of the cost of any cover actually enjoyed by the Insured Persons.

5.10 NO PREMIUM NO COVER – IF YOU DO NOT PAY YOUR PREMIUM YOUR COVER WILL STOP

- This policy is conditional upon and will only commence following the payment of the first premium.
- Premiums are due and payable monthly in advance on each monthly anniversary of the first premium.

5.11 PREMIUM PAYMENT

- Premiums are due on the Premium Due Date and your nominated bank account will be debited on this date.
- In the event that your Premium Due Date falls on a weekend or public holiday, the nominated bank account will be debited on the first working day before or after the weekend or public holiday.
- If any debit order instruction is not successful on the Premium Due Date because there are insufficient funds in the nominated bank account, then Scorpion may debit the nominated bank account on a later date when there are sufficient funds in the nominated bank account.

5.12 CANCELLATION – STOPPING YOUR POLICY

- You may cancel this policy at any time by giving 31 (thirty-one) days' notice to Scorpion of the cancellation of the policy in writing or telephonically.
- Scorpion may cancel this policy at any time by giving 31 (thirty-one) days' notice to you of the cancellation of the policy in writing or telephonically.
- Such cancellation notice shall be accepted from the date of posting such notice. If a premium has been paid for a period beyond the date of cancellation of this policy, the relevant premium will be refunded.
- Hollard is not responsible for any cancellation requested by you, where you do not inform the Insured Persons of such cancellation.

5.13 TERMINATION OF POLICY

- The policy will cease on the earlier of:
 - You or Scorpion cancelling this policy and the cover provided; or
 - All benefits having been cancelled, ceased, expired, lapsed; or
 - The death of the Main Insured Person.

5.14 CHANGES TO YOUR PREMIUM AND POLICY

- Scorpion and Hollard may increase the premium amount from time to time by giving you 31 (thirty-one) days' written notice of such increase.
- Scorpion and Hollard may amend this policy by way of endorsement, provided that any amendment will not affect the extent of cover already provided and in force in terms of this policy. However, we will not change the terms and conditions of this policy during the first 12 months after your policy start date unless: -
 - There are reasonable grounds to change the terms and conditions that are determined by the actuarial department of Hollard or
 - The change of the policy terms and conditions will be to your benefit.
- Scorpion and Hollard reserves the right to amend the terms and conditions of this agreement and increase the premium from time to time upon 31 (thirty-one) days' notice by ordinary post to the Policyholder's last known address or an alternative written address supplied by the Policyholder. Notice to policyholders shall be deemed to be received within 10 (ten) weekdays (excluding public holidays) of the date of posting.
- If we receive payment of your premium after any such notification has been sent, you will be deemed to have agreed to the relevant amendment/s or changes in premium.
- No person or company is authorised to receive premiums from you on behalf of Scorpion, unless such person is in possession of a written authority from Scorpion to do so.
- Scorpion may increase the policy fee on an annual basis in line with inflation.

5.15 CHANGES IN YOUR DETAILS THAT YOU SUPPLIED IN YOUR APPLICATION

- Should there be any changes to the original details supplied by you at the time of application of the policy and/or specified at the time of policy confirmation you must notify Scorpion, in writing or telephonically on 0861 333 333 within 31 (thirty-one) days of such change occurring.
- If you do not notify Scorpion of such change, Hollard reserves the right to reject the claim or to cancel this policy.

5.16 STARTING YOUR POLICY AGAIN

- If your policy has been cancelled due to non-payment of premiums, you will be allowed to reinstate this policy within a maximum of 3 (three) months from the date that the last premium was due, and subject to the grace periods specified in clause 5.8 above.
- Reinstatement of this policy is subject to a written or telephonic instruction by you.
- On reinstatement, no premiums are payable for the period from the expiry of the grace period to the date of reinstatement.
- On reinstatement your grace period will start over again, with a minimum of 3 (three) months.
- On reinstatement no new Waiting Periods will be imposed. However, if the policy was cancelled during the Waiting Period, the remaining Waiting Period will commence from the date of reinstatement.
- No benefits will be paid for the period from the expiry of the grace period to the date of reinstatement.

5.17 INDULGENCES

- Non-enforcement or indulgences of any provisions in this policy will not mean that we waive any of our rights or change our obligations under this policy and will not preclude us from enforcing any terms and conditions of this policy.

5.18 DISCLOSURES OF YOUR PERSONAL INFORMATION

- We care about the privacy, security and online safety of your personal information and we take responsibility to protect this information. Below is a summary of how we deal with your personal information.
- Processing your personal information: We have to collect and process some of your personal information to provide you with our products and services as required by insurance, tax and other legislation.
- Sharing your personal information: We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys. We may also share your personal information to trace you or your beneficiaries for any unclaimed benefits. You can check if unclaimed benefits are due to you by searching the central database on the Financial Sector Conduct Authority's website – www.fsca.co.za
- Protecting your personal information: We take every reasonable precaution to protect your personal information from theft, unauthorised access and disruption of services.
- You, acknowledge that the sharing of claims and underwriting information (including credit information) by insurers is essential to enable the insurance industry to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims;
- in the public interest and with a view to limiting premiums, consent to such information being disclosed to any other insurance company or its agent; and
- also consent to the disclosure of any information relevant to any insurance claims concerning you or any insured person you represent.

5.19 ANTI-MONEY LAUNDERING

- We are required by anti-money laundering legislation to obtain specific information from you and certain related parties, to enable us to establish and verify your and related parties' identity.
- Related parties include, but is not limited to, the owner of the policy, premium payer, a claimant, a beneficiary, the employer in a group scheme, the main member and beneficiaries in a group scheme.
- You understand that different information will be required depending on the type of client and related party and we may require supporting documentation.
- This requirement applies when we receive the application for insurance cover, on an ongoing basis while the policy is in force and when a claim is made under the policy.
- You and related parties agree to co-operate fully with us and to provide us with all such information and documentation requested as soon as possible or within a timeframe that will be communicated to you.
- You understand that if we do not receive the information and documentation requested from you or from a related party within a reasonable time, we may be unable to provide you with insurance cover or pay a claim, and in terms of the anti-money laundering legislation we will be required to cancel your policy, and any other existing policies thereafter.
- You consent to the processing of your personal information and to the disclosure of your personal information to any regulatory body, tax authority, or to comply with anti-money laundering legislation.
- You consent to us conducting ongoing monitoring of your transactions and activities related to your business relationship with us, as required by anti-money laundering legislation, and understand that we are not required to disclose our monitoring activities to you.

- If we are unable, for whatever reason, to conduct ongoing monitoring of your transactions and activities we may be unable to provide you with insurance cover and we may have to cancel your existing policies.
- We will therefore be unable to process a claim before the claimant has provided us with the required information and documents for us to establish and verify their identity.

5.20 CONTINUATION OPTION

- In the event of death of the Policyholder the Main Insured Person's insured Partner has the option to continue cover by informing Hollard in writing.
- This continuation option is valid for a period of 3 (three) months after the death of the Policyholder.
- The continuation option may only be taken up if the Main Insured Person's insured Partner has an insurable interest in each of the Insured Persons whose cover is to be continued.
- Should the continuation option be taken up, Hollard will advise the Main Insured Person's insured Partner (as applicable) of the monthly premium payable on continuation of cover.

5.21 CONDITION PRECEDENT

- Hollard's liability in terms of this policy is conditional on you, an Insured Person or anyone acting on your behalf, complying with all the terms, conditions and warranties of this policy.

5.22 HOLLARD'S LIABILITY

- Hollard will not be liable to make any payment unless the premium due in terms of this policy has been received.
- Hollard will not be liable to make any payment subject to the verification of the validity of any claim, and the submission of the applicable documentation, data or medical evidence and satisfactory proof of a claim, as required by Scorpion has been provided to Scorpion at your, or if applicable the Nominated Beneficiary's or the appointed Executor's, expense.
- Payment by Scorpion of the benefits provided in the event of a valid claim in terms of this policy will be a full and effective discharge by Hollard of its liability and obligations in terms of the policy

5.23 REJECTION OF CLAIM AND TIME BAR

- If Hollard, via Scorpion, declines liability for a claim made in terms of this policy, voids this policy, or if there is a dispute regarding the amount of the claim, representation may be made to Hollard within 90 (ninety) days (the "representation period") of the date of your receipt of the letter of rejection or avoidance. Representation must be submitted in writing to:

Claims queries

Hollard Funeral Claims Manager
 PO Box 87419, Houghton, 2041
 Fax: 011 351 8013. Tel: 0860 333 664
 Email: Directfuneral@hollard.co.za

Customer Service queries

Hollard Funeral Customer Service Manager
 PO Box 87419, Houghton, 2041
 Fax: 011 351 8013. Tel: 0860 333 118
 Email: Customerservice@hollard.co.za

- Alternatively, you may contact:

The Ombudsman for Long Term Insurance

Private Bag X45, Claremont 7735
 Fax: 021 674 0951. Tel: 021 657 5000.
 Email: info@ombud.co.za

- If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against Hollard for the enforcement of the claim by way of the service of summons against Hollard. Summons must be served on Hollard within 180 (one hundred and eighty) days of the expiry of the representation period, failing which all benefits in respect of such claim shall be forfeited and no liability can arise in terms of such claim.

6. CLAIM NOTIFICATION PERIOD

- On the happening of an event, which may result in a claim in terms of this policy, you, your Nominated Beneficiary or appointed Executor shall, at their own expense submit the claim to Scorpion.
- You, your Nominated Beneficiary or appointed Executor must submit to Scorpion, the full details in writing of the claim as soon as reasonably possible up to a maximum of 180 (one hundred and eighty) days from the date of the event giving rise to the claim.
- Hollard shall in no way whatsoever be liable to pay any benefit if the full details of the claim are not received within the maximum period as stipulated above.
- If you do not follow the steps above, or you do not send the information requested by Scorpion within the time you have been given, the claim will not be successful.

7. DEFINITIONS

Unless the contrary appears from the context, the following words and phrases shall have the meanings assigned to them where they appear in this policy.

7.1 POLICYHOLDER OR YOU OR YOUR

Policyholder or you or your refers to the person applying for cover on the lives of the Insured Persons. The Policyholder must be the Main Insured Person.

7.2 INSURED PERSONS

This policy may provide cover in respect of a Main Insured Person and a Partner or Child of the Main Insured Person or parent of the Main Insured Person or Main Insured Person's partner or an Extended Family Member where applied for by you in terms of this policy.

7.2.1 MAIN INSURED PERSON

The person who has been accepted as the Main Insured Person in terms of this policy.

7.2.2 PARTNER

Partner means the person to whom the Main Insured Person is married. If a Main Insured Person is joined in marriage with 2 (two) or more persons then only the Partner whom you have applied for and nominated in the Policy/Benefit schedule as a Partner will be covered, subject to the terms and conditions of this policy. Once a nomination has been made, it remains in force for as long as the Main Insured Person is married to his or her Partner or until you notify Scorpion in writing or telephonically of any changes.

Marriage means:

- a marriage in terms of statutory law;
- a union which is recognised as a marriage in terms of any customary or tribal law or under the tenets of any Asiatic religion; or
- a union where 2 (two) persons are living together as if married (whether in a heterosexual or homosexual partnership), with the commitment of continuing to do so permanently and have been doing so for at least 12 consecutive months prior to the Start Date of the benefit;
Provided that:
 - if the Partner is added after the start of the policy the waiting periods relating to the Partner will start on the date the Partner was added to this policy.
 - satisfactory proof must be submitted to Scorpion regarding the above.

A Partner can be covered under the Scorpion Funeral Plan at no additional premium.

7.2.3 CHILD OR CHILDREN

A **Child** means a Child of the Main Insured Person and/or Partner who is nominated as a Child in the Policy/Benefit schedule by you, subject to the terms and conditions of this policy. Once a nomination has been made, it remains in force up to the Child's 21st (twenty-first) birthday, as long as the Child is unmarried, or until you notify Scorpion in writing or telephonically of a change. Cover will, however, be extended until the date of the Child's 25th (twenty-fifth) birthday, if the Child is unmarried and a full-time student registered at an educational institution or is disabled or is permanently and totally disabled, provided that satisfactory proof of such status is submitted to Scorpion.

A Child means:

- a Child by birth, including a Child still-born (following 28 weeks of pregnancy and not as a result of any willful abortion) while the policy is in force,
- a step-Child, or an adopted Child,
- a Child in respect of whom the Main Insured Person has been appointed as the legal guardian of the Child (in certain special circumstances) and where the Child is not a Child by birth, a step-Child, or an adopted Child, provided that satisfactory proof of such status is submitted to Scorpion.

A **Grandchild** means a Child of any of the Main Insured Person's Children or the Main Insured Person's Partner's Children and where both Parents of the Grandchild are deceased or where the Grandchild is a dependant of the Main Insured Person or the Partner, provided that satisfactory proof of such status is submitted to Scorpion.

You need to inform Scorpion in writing or telephonically of the birth of a Child whom you want covered in terms of this policy. No waiting period in respect of cover will apply provided such notification is received by Scorpion within 60 (sixty) days of the birth of the Child.

5 (five) Children can be covered under the Scorpion Funeral Plan at no additional premium.

3 (three) Additional Children may be added to the Scorpion Funeral Plan at an additional monthly premium.

A maximum of 8 (eight) children may be covered by the Scorpion Funeral Plan in total.

7.2.4 PARENT OR PARENTS

Parent means a Parent of the Main Insured Person or Main Insured Person's Partner who is nominated as a Parent in the Policy/Benefit schedule, subject to the terms and conditions of this policy.

A Parent must be one of the following:

- Biological father or mother of the Main Insured Person or Partner
- Adoptive father or mother of the Main Insured Person or Partner
- Legal guardian of the Main Insured Person or Partner
- Stepfather or stepmother of the Main Insured Person or Partner

Parents can be covered under a Scorpion Funeral Plan for an additional monthly premium per Parent.

A maximum of 4 (four) Parents may be covered in terms of the Scorpion Funeral Plan.

7.2.5 EXTENDED FAMILY MEMBER

Extended Family Member means a person who is a Dependant of the Main Insured Person or the Main Insured Person's Partner and whose relationship with the Main Insured Person or the Main Insured Person's Partner can be described by one of the following:

- Additional Partner,
- Adult Child,
- Biological Brother or Biological Sister,
- Niece or Nephew,
- Aunt or Uncle.

Additional Partner means a Partner of the Main Insured Person.

Adult Child means a Child or Grandchild of the Main Insured Person or Main Insured Person's Partner that is over the age of 21 (twenty-one) and is a Dependant of the Main Insured Person or Main Insured Person's Partner.

Biological Brother or **Biological Sister** means a brother or sister of the Main Insured Person or Main Insured Person's Partner.

Niece or **Nephew** means a Child of a Brother or Sister of the Main Insured Person or Main Insured Person's Partner.

Aunt means the sister of a Parent or the female Partner of a brother/sister of a Parent.

Uncle means the brother of a Parent or the male Partner of a brother/sister of a Parent.

Extended Family Member can be covered under a Scorpion Funeral Plan for an additional monthly premium per Extended Family Member.

A maximum of 4 (four) Extended Family Members may be covered by the Scorpion Funeral Plan in total.

7.3 BENEFICIARY OR NOMINATED BENEFICIARY

Beneficiary or Nominated Beneficiary means the person or persons who has/have been nominated by you to receive the benefit on your death, provided you are the Main Insured Person.

7.4 ACCIDENTAL DEATH

A death will be deemed to be accidental if it was caused solely and directly by a sudden, fortuitous and uncertain event and by violent, external and visible means independently of any other cause.

7.5 START DATE

The Start Date is the date when the first premium is received by Scorpion and from which the nominated Insured Persons are covered in terms of this policy.

7.6 PREMIUM DUE DATE

Premium Due Date is the day in each month on which the premium is payable to Scorpion to extend the period of insurance.

7.7 PREMIUM DEBIT DATE

Premium Debit Date is the date in each month on which Scorpion will debit the premium payer's bank account.

7.8 DEPENDANT

Dependant means a person who is financially dependent on the Main Insured Person or Main Insured Person's Partner at the date of application and immediately prior to the Dependant experiencing a claim event.

8. INTERPRETATION

Words importing the singular shall include the plural, and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa. The clause headings in this policy are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

Terms and conditions apply.

INFORMATION

Note: This section does not form part of the policy and is provided for information purposes only.

HOW TO CLAIM

FOLLOW THE STEPS BELOW for all death claims.

STEP 1

Inform Scorpion of the death and obtain a death claim form.

To report the death and to obtain the death claim form:

- Call our contact centre on 0861 333 333; or
- Visit any one of our nationwide branches; or
- Download the form from our website at www.scorpion.biz
- Email: funeral@scorpion.biz

STEP 2

Collect required documents.

You need to collect the required documents as stated in the death claim form.

STEP 3

Complete the death claim form.

Please complete all the details required on both pages.

Incomplete details may cause a delay in the processing of the death claim benefit.

STEP 4

Submit the death claim form and documentation.

You need to submit the completed death claim form and required documents to:

Scorpion Funeral Claims Department:

Email: funeral@scorpion.biz or Fax: 086 646 7420

Should you have any questions with regard to the completion of the death claim form, please contact your nearest Scorpion branch or call our contact centre on 0861 333 333.

STEP 5

Scorpion will assess the death claim.

Scorpion will assess the death claim to ensure that the claim form has been completed properly and that all the documents have been received. If there are missing documents the claims handler will advise you.

STEP 6

Payment will be made.

Payment will be made within 48 hours for a death claim that is valid and approved, and we have received all the required information and documentation stated below.

SUPPORTING DOCUMENTS TO BE SUBMITTED TO SCORPION

- You are obligated to furnish Scorpion with such documents as may reasonably be requested and to comply with any reasonable request made by Scorpion. This may be where Scorpion needs documents to assess your claim or needs you to consult with an attorney or other specialist in pursuance of a claim. Failure or refusal to supply the necessary documents or comply with Scorpion's request may result in your claim being repudiated.
- Copies certified by a Commissioner of Oaths will be accepted. Documentation can be faxed so that the claims department can start processing the claim. However, the certified copies of documentation still have to be received by Scorpion before payment of the claim can be made.
- Scorpion shall at all times have the right to inspect all documents relating to the policy and will communicate with you, your Nominated Beneficiary or appointed Executor regarding any problems with the documentation.
- You hereby grant power of attorney to Scorpion to obtain from your attorney or public authority or third party any document or information pertaining to a claim.

COMPLAINTS PROCEDURE

If you have a complaint about this policy:

- First try and resolve it with Scorpion as stated in the information provided to you with your Policy Benefit schedule.
- If the matter cannot be resolved, you may lodge a complaint with Hollard Life Assurance Company Limited. Hollard's complaints policy and procedures can be found at www.hollard.co.za, alternatively you may contact Hollard's complaints department and the Compliance Officer at:
Complaints email: mycomplaint@hollard.co.za
Compliance email: compliance@hollard.co.za
- Complain to Hollard's Office of the Internal Adjudicator (OIA)
If you are still unhappy with the Hollard complaints department's outcome after their review, you may email Hollard's independent OIA. The OIA will provide an independent, objective and fair investigation of your complaint. Please send all your documentation to:
Email: lifeoia@hollard.co.za, Tel: 011 351 5652. Fax: 011 351 0801.
- If the matter is not resolved to your satisfaction by Hollard, you may submit the complaint to the Ombudsman, as detailed earlier in this document.

SCORPION'S COMPLAINTS POLICY

- As an authorised Financial Services Provider, Scorpion is committed to providing our members with quality service.
- Should it happen that an Insured Member does have a complaint, we undertake to:
 - Resolve complaints in a manner that is fair to our members, our business and staff
 - To inform all our members of the procedures established for the internal resolution of their complaints.
 - To ensure easy access to our complaints resolution process at our offices, or by way of post, email or telephone.
 - Empower or properly train our staff to deal with complaints.
 - Deal with complaints in a timely and fair manner, with every complaint receiving proper consideration in a process that is managed appropriately and effectively by the responsible staff member.
 - Where appropriate, inform members of their right to refer their complaints to the Long-Term Insurance Ombudsman.
 - Maintain records of all complaints received in terms of the Financial Advisory and Intermediary Services Act, for a period of five years.
 - Implement follow up procedures to:
- Implement remedial action to prevent similar complaints from occurring
- Improve services and procedures where necessary in the business
 - Should you, in any way, be dissatisfied with our service or you are not happy about the services rendered or did not receive a full copy of our policy document, please contact the consultants in our Complaints Relations Management Department (Customer Care Department) on 0861 333 333. We urge you not to sign any incomplete or blank documents, no person may request or insist that you do so.

MATTERS OF IMPORTANCE

- You must accurately, fully and properly disclose all material facts. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf.
- If you feel that the policy or the manner in which the policy was sold does not meet legal requirements, or if you are not happy about the information received, please write to:

The Compliance Officer

Hollard Life Assurance Company Limited
PO Box 87419, Houghton, 2041
Email: compliance@hollard.co.za

- You must not sign any incomplete or blank documents. No person may request or insist that you do so.

NOMINATION OF BENEFICIARY OR BENEFICIARIES

It is suggested that a person over the age of 18 (eighteen) years be nominated as Beneficiary, to ensure that the benefit is available immediately after the death of the Main Insured Person. If the Nominated Beneficiary is under the age of 18 (eighteen) at the time of your death, the benefit will be paid to the Beneficiary's Legal Guardian (provided that satisfactory proof of Legal Guardianship is submitted to Scorpion) or to the Guardian's Fund. It is therefore suggested that you inform Scorpion of the Beneficiary's Legal Guardian so that payment can be made to the Legal Guardian if the Beneficiary is under the age of 18 (eighteen) at the time of death of the Main Insured Person.

IMPORTANT INFORMATION - PLEASE READ CAREFULLY

This contains disclosures and other legal requirements, some of which will appear here, and the rest in more detail elsewhere as indicated.

(THIS NOTICE DOES NOT FORM PART OF THE INSURANCE CONTRACT)

Hollard has appointed Scorpion Legal Protection (RF) (Pty) Ltd ("Scorpion") to sell insurance policies, handle claims and policy administration. Scorpion's FSP reference number is 15960.

FOR ALL CLAIMS AND ADMINISTRATION MATTERS, PLEASE CONTACT:

Scorpion Legal Protection
Funeral Claims Division
PO Box 1795, Germiston, 1400
Tel: Claims: 0861 114 421. Tel: Administration: 0861 333 333
Fax: 086 646 7420 or 011 388 4481. Email: funeral@scorpion.biz
Scorpion acts as an administrator on behalf of The Hollard Life Assurance Company Limited.

About the Insurer

Hollard Life Assurance Company Ltd. (Reg. No. 1993/001405/06) is a Licensed Life Insurer and an Authorised Financial Services Provider.

Hollard Life Assurance Company Limited,
PO Box 87419, Houghton, 2041
Toll Free Number: 0800 601 016 (office hours)
Fax Number: 011 351 3818

For a detailed claims procedure, **please refer to the policy document.**

About your Financial Services Provider

Your Financial Services Provider (FSP) is:
Scorpion Legal Protection, (RF) (Pty) Ltd (Reg No. 1996/001206/07).
1st Floor, OPH Building
112 Main Street, Cnr Eloff and Main Streets, Marshalltown, Johannesburg

Or

PO Box 1795, Germiston, 1400
Tel: 0861 333 333. Fax: 086 646 7420 or 011 388 4481.
Email: funeral@scorpion.biz

Scorpion has Professional Indemnity insurance cover in force.

For all marketing and service related queries, please contact:

Scorpion
Somerset Office Estate, Block A, Ground Floor, 604 Kudu Street, Allens Nek, Roodepoort, 1709
Tel: 011 470 3300. Fax: 011 472 6815

About the Service

- This is a Funeral Insurance policy. For the complete nature and extent of benefits – **please refer to the policy document.**
- For your monetary obligations, premium payment obligations, manner and frequency thereof, and the consequences of non-payment of premium – **please refer to the policy document and schedule of insurance.**
- Details regarding remuneration, commission, fees, incentives paid and who pays it – **please refer to the Statutory disclosure notice to life insurance members.**
- Details of special conditions, exclusions, excesses or restrictions – **please refer to the policy document.**

If you have any queries about a claim or this product, please contact:

Scorpion Legal Protection

Tel: 0861 333 333

Fax: 011 388 4481

Email: funeral@scorpion.biz

SERVICE POINTS

Branch network



Full-service branches

Our full-service branches are located nationwide. What makes our full-service branches different from our 24-hour legal contact centre and express branches is that at a full-service branch you can have a face-to-face consultation with one of our legal advisors, you can collect your membership card, newsletter, policy document and also pay your premiums at selected branches.



Express branches

Express branches are usually hosted offices located in remote areas where there are no full-service branches nearby.

Our express branches have consultants who can assist in sending through any documentation required.

Find your closest branch on our website at www.scorpion.biz or call 0861 333 333.

Contact centre



Telephone

You can talk to us by calling **0861 333 333**.

Digital portals



Website

On our website you can find all the latest newsletters, scam alerts, videos, legal articles or you can contact us with any queries.

To use our website, go to www.scorpion.biz.



LiveChat

LiveChat is an instant messenger service on our website (www.scorpion.biz)

Our LiveChat customer service agents will either attend to your queries directly or link you to the relevant department for query resolution.



Facebook

Like our Facebook page and you can get legal advice and feedback on your case, query your policy details, get regular legal tips and news and stay up-to-date with the latest scam alerts or just chat to us.

Our Facebook customer service agents will either attend to your queries directly or link you to the relevant department for query resolution.



WhatsApp

Simply save our number 011 842 7890 to your contacts then send "Hi" and you'll get a list of menu options to choose from.

Scorpion Legal Protection (RF) (Pty) Ltd is a non-mandated intermediary for the insurer, Hollard Life Assurance Company Ltd. Hollard Life Assurance Company Ltd. (Reg. No. 1993/001405/06) is a licensed life insurer and an Authorised Financial Services Provider. © 2022.

0861 333 333 | www.scorpion.biz | 

Hollard.