

# TERMS & CONDITIONS

## 1. Definitions

**1.1 "Principal member":** A person who is below age 65 at entry, who is a policyholder of 3Sixty Life, who is a member of this policy, who accepts the conditions as stated herein and the premiums indicated in the schedule to this policy and who is fully described in the schedule to this policy. The person must have the ability to afford and pay the monthly premiums stated in the schedule. The principal member must be a citizen or permanent resident of South Africa. The principal member where specified will be a person who qualifies for the eligibility conditions as specified in the schedule to this policy. A person over the age of 64 years may not take up a new policy. The Principal member may not be younger than 18 Years old.

**1.2 "Spouse":** A person who is below age 65 at entry who is married to the principal member by law, tribal custom or under the tenets of any religion and where applicable, a relationship between two people of the same gender. The principal member may, due to a life changing incident, apply to 3Sixty Life in writing to change the spouse details. The spouse as nominated in the schedule to this policy document shall be the only spouse covered under this definition. The Spouse must be a South African citizen or permanent resident of South Africa.

**1.3 "Child":** An unmarried child not older than 21 years old of the principal member including a posthumous child, stepchild, child of any common law spouse of the principal member, illegitimate or legally adopted child, providing that proof of any child is submitted to 3Sixty Life and acceptance acknowledged by the underwriter. A child who is stillborn shall be covered for funeral benefits if the death occurred after the 26th week of pregnancy. Only 2 (two) stillbirth claims will be accepted per family during the term of the policy. The child must be a South African citizen or permanent resident of South Africa.

**1.4 "Unmarried Children":** Are covered to below age 21 and to below age 26 years if a full-time student. Unmarried children who are mentally impaired or totally or permanently disabled prior to age 22, who are unable to care for themselves are covered to death, cessation age of the principal member or withdrawal. (In both instances, satisfactory proof to the underwriter of the condition of disablement or confirmation of full-time study must be submitted at claim stage. This does not include part-time and correspondence students). The unmarried child must be a South African citizen or permanent resident of South Africa.

**1.5 Still Born:** This means a baby being born dead after the 26th week of pregnancy. The stillborn child must have been born to either the policyholder or the spouse of the policyholder.

**1.6 "Extended family member":** A person for whose funeral costs the principal member is financially responsible for in the event of their death and shall include: own children, adopted children, stepchildren, parents, parents-in-law, grandparents, brothers, sisters, uncles, aunts, nieces, nephews, grandchildren, additional spouses and any other person that the Principal member has an insurable interest. Written proof of such an insurable interest may be requested at claims stage. There is a maximum joining age as stipulated on the benefit structure. Cover will be limited in accordance with the age at entry. The cover at entry will always be applicable unless the policyholder elects to change benefits. The principal member may due to a life-changing incident apply in writing to 3Sixty Life to change the details of the extended family members within three (3) months of the occurrence of such an event. Any life insured may be covered on a maximum of two policies and/or for a maximum benefit of R30 000. The principal member must inform 3Sixty Life in writing within 90 days of the birth date of any births of immediate children for the children to be covered under this policy. No cover will be in place if this is not done. It is the responsibility of the Policyholder to supply the accurate and correct information about the details (names, surname and ID Number) of the lives assured. Failure to supply correct and accurate details of the lives assured will lead to repudiation in Claims. A person aged 84 Years and above may not be added on a new policy or on a converted policy. The extended family member must be a South African citizen or permanent resident of South Africa.

**1.7 "Beneficiary":** Is the person fully described in the schedule to this policy who has been nominated by the principal member to receive the benefits or direct the usage of the benefits claimed as a result of death of the principal member. The nominated beneficiary should not be younger than 18 years old. The Policyholder must nominate a beneficiary on the policy to receive the benefits.

**1.8 "Claimant":** a natural person or juristic person legally entitled to lodge a claim on the policy including but not limited to the policyholder, nominated beneficiary and legal spouse.

**1.9 "Repatriation":** The transportation of mortal remains within the borders of South Africa. **NB Only applicable if your policy provides this benefit and the premium is paid.**

**1.10 "Accident":** An unlooked for, unforeseen event which could not reasonably have been expected that directly caused the death of an insured life. Accidental death excludes self-inflicted injury, suicide, a criminal act, drug abuse or alcohol abuse (where a person is deemed unfit for driving because the blood alcohol limit exceeds the prescribed limit as applicable by Law).

**1.11 "Complaint":** Refers to a specific complaint relating to a financial service rendered by a financial services provider or representative to the complainant on or after the date of 30 September 2004, and in which it is alleged that 3Sixty Life Limited:

1.11.1 has contravened or failed to comply with the provisions of the FAIS Act and that as a result thereof the complainant has suffered or is likely to suffer financial prejudice or damage;

1.11.2 has willfully or negligently rendered a financial service to the complainant which has caused prejudice or damage to the complainant or which is likely to result in such prejudice or damage; or

1.11.3 has treated the complainant unfairly.

**1.12 "Commencement date/Inception Date":** refers to the date of receipt of the first premium on a new policy.

**1.13 "Policy Anniversary Date"** An annual re-occurring date that occurs every 12 months after the date of inception of the policy.

## 2. ADDITIONAL BENEFITS:

Only applicable if applied for and appears on your policy schedule. **NB** Only applicable to the lives assured as per the Policy Certificate issued by 3Sixty Life Ltd.

2.1 The benefits will only be applicable if the policy premium is paid and your policy is up to date.

2.2 If added to your chosen product, the benefit will only apply if you pay the benefit premiums due. The benefit amount is not included in your funeral policy premium; it is an additional premium that is payable monthly.

2.3 Repatriation Benefit: This is an additional benefit that only applies to products as per the product information leaflet. It provides for the transportation of the mortal remains from one location to another in respect of death of the principal member, spouse, dependent children and extended family members.

2.4 The benefit is only applicable within the borders of South Africa and only on funeral services provided by any undertaker contracted to 3Sixty Life.

## 3. CANCELLATION:

3.1 The policyholder has the right to cancel this policy within 31 (thirty-one) days from the date of receipt of the first premium on the new policy.

3.2 Cancellation of the policy must be communicated in terms of section ---- by the policy holder

3.3 At the end of the 31 (thirty-one) day period, you may still give notice to Us to cancel the policy, but You will not be entitled to a refund of premiums.

3.4 We may cancel the policy by giving You 31 (thirty-one) days' notice.

## 4. EXCLUSIONS AND WAITING PERIODS:

4.1 A waiting period refers to a window period of the calculated time during the life of an active policy when premiums must be paid, but no benefit will be paid if a claim event happens as a result of natural causes. It is a mechanism to help 3Sixty Life manage risk around cover and protect other policyholders.

4.2 The Waiting periods are applicable to each life assured under a policy and are calculated from the policy commencement date as stipulated above and from the date each life was added on the policy thereof.

4.3 There is no waiting period if the Principal Member can provide proof of having a previous policy with another insurer for at least 31 Days before entering into a policy with 3Sixty Life. The policy benefits under the previous policy must have provided cover in respect of similar risks relating to the same lives covered under the new policy with 3Sixty Life. The Policyholder must provide proof that they have completed the waiting period in respect of the previous insurance policy. The policyholder must have completed the waiting period with the previous insurer, if not the waiting period applied will be the balance of the waiting period from the previous insurance policy.

4.4 There is a 6 (Six) month waiting period for claims due to natural causes for all lives.

4.5 Immediate cover for accidental death on condition that the first premium is paid (refer to the definition of accident).

4.6 A principal member on a policy may not be replaced. A deceased person insured on the policy may not be replaced if a claim has been submitted on that life (whether paid or declined).

## 5. REVISION OF TERMS & CONDITIONS:

3Sixty Life reserves the right to amend, revoke, vary or alter any of the terms and conditions of this policy provided that 3Sixty Life gives the Principal Member at least 31(thirty-one) days written notice of such revision.

## 6. CONDITIONS OF COVER

The policy, cover and waiting periods will be effective from the commencement date that appears on your policy certificate and on condition that the first premium is paid. The cover will continue as long as future premiums are paid. Cover is provided for a month and this month is defined by the date the client has nominated on the application form as the due date for payment.

## 7. PREMIUM PAYMENTS

### For cash payments:

7.1 Premiums are payable in advance.

7.2 Premiums are due on a date nominated on the application form and reflected on the Policy Certificate.

7.3 Payments need to be made before or on the above nominated date for cover to be provided for that month.

7.4 Premium payments may be made at any Shoprite/Checkers Money Market counter.

### For Debit Order Payments:

7.5 Premiums are payable in advance.

7.6 The premium due date is the date that you have selected for the debit order to operate on each month.

7.7 Premiums will be collected from your chosen bank account each month on your chosen date. Collection will be done in accordance with the client agreement as completed on the policy application form.

7.8 In the event that the premium is returned by the bank for nonpayment, the premium will then become due by the Principal member and payment can be made at any Shoprite/Checkers Money market counter within the 1 Month Grace Period.

7.9 If the premium is not received within the 1 Month grace period allowed, there is no cover in terms of this policy and claims may be declined.

### For Stop Order payments (salary deductions)

7.10 Premiums are paid in advance

7.11 The premium will be deducted weekly/monthly from your salary by your employer and paid to 3Sixty Life

7.12 It is your responsibility to ensure that premiums are deducted from your salary

## 8. PREMIUM REVIEWS

8.1 3Sixty Life reserves the right to review the monthly premiums each year on the anniversary of the policy in order to ensure that it meets the policy obligations.

8.2 3Sixty Life will notify the policyholder of a pending review and 31days notice prior to the expected premium increase.

## 9. CLAIMS PROCEDURE:

9.1. Claims:

9.1. Benefits under this policy can only be claimed if the claim event occurred while the policy is active

9.1.2 The information provided by You at the time of entering into the funeral cover plan or when a change is made to Your funeral cover plan, will be used to assess the validity of a claim.

9.1.3 Should there be a discrepancy between the information provided by You at the time of entering into the funeral plan or any subsequent change, and the information on the claims document provided, we will at our sole discretion determine the validity of the claim.

9.1.4 We have the right not to pay a claim on any life assured if the claim event happened during the waiting period.

9.1.6 If any information that you have provided on any life assured is incorrect, any benefit that becomes due may be repudiated.

9.1.7 You will be responsible for the costs of obtaining all relevant medical records and submitting them to Us.

9.1.8 Any outstanding premiums will be deducted from the cover amount before the payment is made.

### 9.2 How to claim

9.2.1. You may submit a claim by visiting our website at <https://www.3sixtylife.co.za/>; or

9.2.2. You may call the 3Sixty client Solutions Call Centre on 0861 666 335, or;

9.2.3. You may email 3Sixty life at [Claims@3sixtylife.co.za](mailto:Claims@3sixtylife.co.za) or;

9.2.4. You may visit a nearby Doves Branch across the country

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## 9.3 Supporting documents required

The following supporting documents must be provided when You submit a claim:

### 9.3.1. All claims:

- 9.3.1.1. Original or certified copy of the claimant's ID
  - 9.3.1.2. Original or certified copy of the beneficiary's ID
  - 9.3.1.3 Original or certified copy of the death certificate
  - 9.3.1.4. Original or certified copy of fully completed BI-1663/-BI-1680
  - 9.3.1.5. Beneficiary's bank account statement
  - 9.3.1.6. A police report with details of the cause of death in a case of an accidental death.
  - 9.3.1.7. Certified copy of an unabridged birth certificate in case of a new born baby.
  - 9.3.1.8. Medical report letter with stamp of the medical institution concerned in the case of a still born child.
- 9.4. Failure to lodge a claim and submit documents within twelve (12) months after the date of death, may invalidate your claim. Claims, in respect of dependents, will only be paid where such dependents have been nominated on the original application form.
- 9.5. 3Sixty Life reserves the right to request any further documentation or information as it may deem necessary to accurately assess a claim. Failure to supply the requested documentation within 48 hours may invalidate the claim.

## 10. GRACE PERIOD:

PLEASE note that the grace period is only applicable from the 2nd month of cover

- 10.1 A grace period of 1 (one) month is allowed for the payment of a missed premium from the date on which the premium is due and notice given.
- 10.2 The insurer will notify the policy holder within 15 days after the payment was due of nonpayment.
- 10.3 During the grace period, the policy will be placed in arrears and any outstanding premium amounts during the grace period will be deducted from the Claim settlement.

## 11. REINSTATEMENT OF LAPSED POLICY

- 11.1. If payment of an outstanding premium is not made in the second month after the date on which the premium was due, then the policy will lapse and there will be no cover from the date on which the missed premium was due.
- 11.2. The policy may be reinstated at the sole discretion of 3Sixty Life by requesting 3Sixty Life in writing to reinstate the policy within 3 months of the policy having lapsed.
- 11.3. No arrear premium payments will be accepted once a policy has lapsed.
- 11.4. If the policy is reinstated within 3 months from the lapsed date and the waiting period has not been completed on the policy, the unexpired portion of the waiting period will still be applicable. If a policy is reinstated after the waiting period is completed, no reinstatement waiting period will be imposed.

## 12. IMPORTANT WARNING:

It is very important to ensure that the product or transaction meets your needs and that you feel you have all the information you need before making the decision.

It is recommended that you discuss with the intermediary or insurer the possible impact of the proposed transaction on your finances, your other insurance/assurance policies or your broader investment portfolio. You should ask for information about the flexibility of any proposed policy. Where paper forms are required, it is advisable to sign them only once they are fully completed. Feel free to make notes regarding verbal information, and to ask for written confirmation or copies of documents. Remember that you may contact either the Long-Term Insurance Ombudsman or the Registrar of Long-Term Insurance, whose details are set out below, if you have any concerns regarding the products sold to you or advice given to you.

## 13. COMPLAINTS AND COMPLIANCE:

If you feel that the representative or 3Sixty Life Limited, has not complied with the Policyholder Protection rules, FAIS Act, Long-Term Insurance Act, and/or any other related laws, kindly contact The Compliance Officer on the contact details provided below. If your complaints remain unresolved to your satisfaction, you may refer your complaint to the Ombud for Long-Term Insurance, Registrar of Long-Term Insurance, Ombud for Financial Services Providers or the Registrar of Financial Services Providers.

All complaints must be submitted in writing and e-mailed or posted to

E-mail: [complaints@3sixtylife.co.za](mailto:complaints@3sixtylife.co.za)

Postal Address: P.O. Box 787252, Sandton, 2146

- 13.1 Upon receipt of a written complaint 3Sixty Life will provide written acknowledgement of receipt of the complaint not later than the expiry of the 24 working hours.
- 13.2 We will endeavor to resolve your complaint within a

period of not more than six (6) weeks from receipt of a written complaint. Should there be any delays in this, we will advise you timeously.

13.3 Should you not be satisfied with our final response with regard to your complaint, you may direct a written complaint to the Office of the Ombud for Financial Services Providers within the six (6) months period after receipt of our response to you.

13.4 The contact details for the Ombud for Financial Services Providers are as indicated below.

## 13. DETAILS OF THE 3SIXTY LIFE COMPLIANCE OFFICER:

Compliance Officer  
91 Central Street, Houghton, Johannesburg, 2198  
Tel: (011) 783 3578  
Fax: 086 546 3578  
E-mail: [compliance@3sixtylife.co.za](mailto:compliance@3sixtylife.co.za)

## 14. PRODUCT SUPPLIER, UNDERWRITER & ADMINISTRATOR:

3Sixty Life is the product supplier authorized to render services as an underwriter under the Long-term Insurance Act 52 of 1998. See contact details of the product supplier below:

3Sixty Life Limited  
Reg No 1935/007508/06  
FSP No. 15107  
P.O. Box 787352, Sandton, 2146  
Tel: (021) 970-2500  
Fax: (021) 976-8276/78  
E-mail: [info@3sixtylife.co.za](mailto:info@3sixtylife.co.za)

## 15. DETAILS OF THE OMBUDSMAN FOR LONG-TERM INSURANCE:

Ombudsman for Long-Term Insurance  
Private Bag X45, Claremont, 7735  
Tel: (021) 657 5000  
Fax: (021) 674 0951  
[www.ombud.co.za](http://www.ombud.co.za)

## 16. DETAILS OF OMBUD FOR FINANCIAL SERVICE PROVIDERS:

Ombud for Financial Service Providers  
P.O. Box 74571, Lynnwood Ridge, 0040  
Tel: 0860 324 766  
Fax: (012) 348-3447  
E-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za) [www.faisombud.co.za](http://www.faisombud.co.za)

## 17. DETAILS OF THE REGISTRAR OF LONG-TERM INSURANCE:

P.O. Box 8432, Pretoria, 0002  
Tel: (012) 313 3911 8000

## 18. DETAILS OF THE REGULATOR OF FINANCIAL SERVICES PROVIDERS:

FINANCIAL SERVICES CONDUCT AUTHORITY  
P.O. Box 35655, Menlo Park, 0102  
Tel: (012) 428 8000  
Fax: (021) 346 6941

## 19. CONSENT AND PERMISSION TO PROCESS PERSONAL INFORMATION:

19.1 The policyholder hereby provides authorization to 3Sixty Life to process the personal information provided for the purpose stated.

19.2 Withholding of or failure to disclose personal information will result in 3Sixty Life not being able to perform its functions and/or provide any services or benefits that may be required from them.

19.3 Where the policyholder shared personal information of other individuals with 3Sixty Life Ltd, the policyholder hereby provides consent on their behalf to the collection, use and disclosure of their personal information in accordance with this consent provided and warrant that they are authorized to give this consent on their behalf.

19.4 The policyholder indemnifies and holds 3Sixty Life harmless in respect of any claims by any other person on whose behalf the policyholder has consented.

19.5 Policyholder understands that in terms of POPI Act and other applicable legislation, there are instances where express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is of public interest.

19.6 The policyholder shall not hold 3Sixty Life responsible for any improper or unauthorized use of personal information that is beyond reasonable control of 3Sixty Life Ltd.

For further information related to the above, please refer to our POPI Policy on [www.3sixtylife.co.za](http://www.3sixtylife.co.za).