



TD Administrative Services (Pty) Ltd  
Reg No 2014/090534/07  
An authorised financial service provider FSP7379  
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Unit 1, Coram Park  
86 Ferero Avenue, Randpark Ridge, 2169  
[www.tdas.co.za](http://www.tdas.co.za)

## SURVIVOR PLAN – SUMMARY OF COVER

This document gives more information regarding the extent of the policy cover, monetary obligations on the part of the policyholder and consequences of nonpayment of premiums and claims notification procedures. A full copy of the master policy is available on request.

### Terms and Conditions

This addendum to the policy schedule sets out the benefits and conditions of your contract in detail. The completed application form with all the declarations and information provided by the insured will form the basis of the contract between the Insured and the Underwriter. Any incorrect statements made in good faith will not cancel any of the benefits applied for, unless such declaration and information would have materially affected the assessment of the risk at the time of the application.

All references to age mean the actual age attained. If there is a difference between the information supplied in the original application or subsequent additions to the application, and the particular applicant was too old to qualify for benefit at the time of application, the Underwriter's only obligation shall be to return any premiums that it received for the particular insured's life. The policyholder is required to supply proof of his or her identity.

The Underwriter has the right to accept or decline an application. No waiver of any of the terms and conditions of this contract will be binding for any purpose unless expressed in writing and signed by the relevant party. Any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay by either party exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

The Underwriter has the right to limit the number of policies that one person may apply for.

### Protection of Personal Information Act, 2013 (POPIA)

The Company or its authorised representatives shall process, disclose or transferring personal information only for the intended purpose of administering this contract or for any statutory purposes.

An Insured Person has the right to -

- object to the processing of their personal information on reasonable grounds, unless legislation allows for such processing, in the manner prescribed by POPIA;
- request from the Company details of personal information the Company or its authorised representatives holds, and details of how personal information is processed. Requests should be addressed to –

The Information Officer  
TD Administrative Services (Pty) Ltd  
Unit 1, Coram Park  
86 Ferero Avenue  
Randpark Ridge, 2169  
Tel: 086 111 2348

Email: [enquiries@tdas.co.za](mailto:enquiries@tdas.co.za)

- lodge a complaint with the Information Regulator, as per the contact details provided below.

Chief Executive Officer  
Mr Marks Thibela  
P.O Box 31533  
Braamfontein  
2017  
Tel: 010 023 5200  
Email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

The Company shall use its best endeavors to ensure personal information is reliable. The Principal Insured Person shall be responsible for advising the Company of any changes to the personal information of an Insured Person in a timely manner and such information is complete, correct and up to date.

You have the right to cancel this policy within 30 days of the original inception date, providing that a claim has not been submitted. Should you choose to cancel this plan you may do so by contacting TD Administrative Services, in writing and any premiums already paid will be refunded, providing that a claim has not been submitted or paid under this policy.

The policyholder must be under 60, and older than 18 at the time of applying for the cover. Details on the options available, monthly premium and benefit amounts are as per the application form / policy schedule.

#### **NOMINATED BENEFICIARY**

The policyholder must nominate a beneficiary to receive the proceeds of the policy after their death. Only one beneficiary per policy may be nominated and they must be a natural person. The policyholder may change the beneficiary at any time. The change or withdrawal of the nomination shall not be binding on the Underwriter unless the policyholder informed the Underwriter in writing, allowing enough time for the Underwriter to record the nomination. The nomination of the beneficiary shall not allow the beneficiary to claim benefits under the policy during the lifetime of the policy.

The nomination of a beneficiary shall be terminated automatically by the death of the beneficiary during the lifetime of the policyholder or the legal disqualification of the beneficiary. If the policyholder dies without a nominated beneficiary, the benefits payable in terms of the policy will be paid to the policyholder's estate. Other nominations or provisions in a will or other testamentary instrument that the policyholder agrees to, shall not affect or invalidate any existing beneficiary nomination that the Underwriter has recorded.

#### **TERRITORIAL LIMITS / CURRENCY AND LAW**

Cover is limited to the insureds residing in the SADC Region – comprising Angola, Botswana, Democratic Republic of Congo, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Tanzania, Zambia and Zimbabwe. The policy shall be subject to the laws of the Republic of South Africa. Any money payable under the policy, whether this consists of premiums payable to the Underwriter or benefits payable to the policyholder, shall be in the currency of the Republic of South Africa.

#### **UPGRADE / ALTERATION OPTIONS**

You may upgrade to a plan with a higher cover providing that you are younger than 60 years of age and that your completed medical questionnaire on the application form is accepted by the Underwriter.

You may amend your personal information / beneficiary or banking details at any time providing you advise these to the administrator in writing.

#### **LAPSED POLICIES**

If a premium is not paid monthly in advance it will lapse. No premiums paid will be refunded to the policyholder in such an event.

#### **POLICY VALUES / CESSION**

The policy has no loan, cash or paid-up value. This is a risk policy and cover terminates on the first of the following:

1. Cancellation of the policy by the policyholder with 30 days written notice.
2. Non-payment of premiums
3. When a claim under the policy has been finalised.

This policy is ceded to FNB Fiduciary, in terms of the agreement between Hollard Life Assurance Company and FNB Fiduciary, to enable FNB Fiduciary to pay the monthly income to your beneficiary, in the event of your death. This cession is registered with Hollard Life Assurance Company. Except for the original assignment of this insurance to FNB Fiduciary, as recorded in the application form, this insurance may not be ceded or assigned.

#### **PREMIUM REVISION**

The actuary of the Underwriter may revise the premium rate to bring the rates in line with the actual number of claims received. As an alternative to an increase in the premium rates, the Underwriter has the right to decrease the benefits payable on this policy. In both instances the Underwriter will give the policyholder at least 1 (one) month written notice of any changes in the benefits or the premium rate.

#### **WAITING PERIOD**

The Underwriter will not pay any death benefit claim if the first premium has not been received.

#### **EXCLUSIONS**

The Underwriter is not liable under this benefit should death be wholly or partially, directly or indirectly, caused by or traceable to:

- Suicide, attempted suicide or self-inflicted injury for the first 24 months of cover.
- A death claim occurring within 24 months of commencement of cover, arising directly or indirectly from an illness or injury for which you consulted any medical doctor or received treatment prior to the commencement of cover.
- Any violation of criminal law, including but not restricted to the abuse of alcohol or drugs.
- A full list of exclusions is listed in the master policy wording – copy available on request.

## OVERPAYMENTS

Should any erroneous overpayment of benefits occur under this policy, for whatever reason, such overpaid amounts will be payable to the underwriter.

## CLAIM PROCEDURE AND PAYMENT

A claim must be reported within six (6) months of the date of death, and all documents requested must be submitted within nine (9) months of the date of death, failing which the claim will not be paid. Please note that, in the event of a claim, the sum insured will not earn any interest during the claims process. The insured amount, in accordance with the policy schedule, is payable in the event of a claim that is supported by the following documents (all copies of documentation must be original certified copies):

1. Claim form.
2. Identity document or birth certificate of the deceased.
3. Identity document or birth certificate of the beneficiary.
4. Notification of Stillbirth/Death (form BI-1663)
5. Death certificate (form B1-5) – issued by Home Affairs when the deceased had a registered identity number.
6. In the event of death by unnatural causes – the police statement, completed by the investigating officer.
7. Proof of banking details.
8. FICA and proof of tax number for the beneficiary

The underwriter can request other documentation to substantiate the claim if necessary

### Death Benefit

In the event of a claim on the death of the life insured, R3 500,00 will be paid to FNB Fiduciary in respect of the executor's fees as a lump sum. The R3 500,00 will not necessarily be the same amount as the actual executor's fee. In the case where the actual executor's/administrator's fee is more than the R3 500,00 lump sum, the outstanding fee will be recouped from your estate. A minimum fee of R3 500,00 will be payable to FNB Fiduciary for their services rendered in administering the Estate as Executor. Should your estate be administered in terms of section 18(3) of the Administration of Estates Act.

In terms of section 18(3) of the Administration of Estates Act, if the value of your estate does not exceed the amount determined by the Minister, the Master may dispense with the appointment of an executor and give directions as to the manner in which the estate shall be liquidated. If you heirs request the assistance of FNB Fiduciary to liquidate and administer your estate, the fees payable to FNB Fiduciary will be the fees mutually agreed upon between your heirs and FNB Fiduciary. These fees will be based on, but not limited to, the prescribed executor's fees determined by the Minister.

### Fixed Monthly Benefit

The selected monthly amount will be paid for 12 consecutive months to the surviving nominated beneficiary, in terms of the agreement, by FNB Fiduciary. Should the nominated beneficiary be a minor, the monthly benefit will be paid to the minor's legal guardian.

## COMPLIANCE AND COMPLAINTS

Please submit any complaint you may have, in writing, to:

The Compliance Officer, c/o roxanne@tdas.co.za or posted/ delivered to Unit 1, Coram Park, 86 Ferero Avenue, Randpark Ridge

Should your complaint not be resolved to your satisfaction you may, within 6 months, refer the matter in writing, attaching supporting documentation thereto to:

The Office of the Ombudsman for Long Term Insurance  
Private Bag X45  
CLAREMONT 7735

TD Administrative Services (Pty) Ltd (Reg. No 2014/090534/07) is an authorized Financial Services Provider (FSP 7379), and is acting as a non-mandated intermediary on behalf of Hollard Group Risk a division of the Hollard Life Assurance Company Limited (Registration Number 1993/001405/06), a Licensed Life Insurer and an Authorized Financial Services Provider (FSP No 17697) the Insurer of this policy, in terms of an agreement between the parties entered into as required in terms of section 49 A of the Long Term Insurance Act No 52 of 1998. TD Administrative Services performs binder and administrative functions. Fees charged for these functions in respect of this policy are 10.05% of gross premium to perform admin functions and 17.86% of gross premium to perform binder functions.