SMART Funeral Plan (Pty) Ltd
FSP No: 55595

SMART FUNERAL PLAN
Planning with care, honoring with dignity.

TERMS & CONDITIONS.

The transparent foundation of your family's peace of mind. No hidden catches. Just a solid promise.

Smart Today. Secure Tomorrow.

2026 Edition

SECTION 1: DEFINITIONS

Unless the context indicates otherwise, the following words and expressions shall have the meanings assigned to them below.

1.1 Company "Company" means **SMART Funeral Plan (Pty) Ltd**, Registration Number **2023/834045/07**, an authorised Financial Services Provider (**FSP No. 55595**), including its directors, officers, employees, representatives, authorised agents, contractors, approved service providers, successors and assigns.

1.2 Policyholder "Policyholder" means the person who applies for a SMART Funeral Plan policy, accepts these Terms and Conditions and is responsible for the payment of all premiums due under the policy.

1.3 Main Member "Main Member" means the principal insured person named on the Policy Schedule whose life is insured under the policy.

1.4 Insured Member "Insured Member" means any person accepted for insurance cover under the policy.

1.5 Beneficiary "Beneficiary" means the individual, deceased estate or legally authorised person nominated or legally entitled to receive policy benefits following the death of an Insured Member.

1.6 Premium "Premium" means the monthly amount payable by the Policyholder to maintain the policy in force.

1.7 Benefit "Benefit" means the insured value, product or service payable or provided under the selected SMART Funeral Plan product.

1.8 Funeral Cash Benefit "Funeral Cash Benefit" means the cash amount payable upon approval of a valid claim in accordance with the selected policy option.

1.9 Grocery Benefit

"Grocery Benefit" means a benefit providing grocery products, grocery vouchers, retail vouchers or an approved alternative under the selected product.

1.10 Catering Benefit "Catering Benefit" means a benefit providing funeral catering services, food supplies, grocery supplies, catering vouchers or an approved alternative under the selected product.

1.11 Claim "Claim" means a formal request submitted to SMART Funeral Plan for payment or provision of any insured benefit following the death of an Insured Member.

1.12 Policy Schedule "Policy Schedule" means the official document issued by SMART Funeral Plan reflecting the policy details, insured members, selected benefits, premium, commencement date and any amendments applicable to the policy.

1.13 Waiting Period

"Waiting Period" means the period during which certain benefits are not payable following the commencement, reinstatement or amendment of a policy.

1.14 SMART Member App

"SMART Member App" means the official digital platform provided by SMART Funeral Plan through which Policyholders may access approved self-service functions and policy-related services.

1.15 Approved Service Provider

"Approved Service Provider" means any retailer, wholesaler, caterer, funeral service provider, payment processor, collection agency or any other organisation authorised by SMART Funeral Plan to provide products or services on its behalf.

1.16 Business Day

"Business Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

1.17 Electronic Communication

"Electronic Communication" means any communication transmitted electronically by SMART Funeral Plan through approved communication channels.

1.18 Applicable Legislation

"Applicable Legislation" means all laws, regulations, industry codes and regulatory requirements applicable to SMART Funeral Plan and its products within the Republic of South Africa.

SECTION 2: GENERAL PROVISIONS

2.1 Acceptance of the Terms and Conditions

By signing the Application Form, accepting the policy electronically, authorising a DebiCheck Mandate, paying the first premium or continuing to pay premiums thereafter, the Policyholder confirms that they have read, understood and accepted these Terms and Conditions and agree to be legally bound by them.

2.2 Entire Agreement

These Terms and Conditions, together with the Application Form, Policy Schedule, Benefit Schedule, endorsements and any amendments issued by SMART Funeral Plan, constitute the entire agreement between SMART Funeral Plan and the Policyholder.

No verbal representation, promise or undertaking shall amend these Terms and Conditions unless confirmed in writing by SMART Funeral Plan.

2.3 Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

2.4 Interpretation

Unless the context indicates otherwise:

- Words importing the singular include the plural and vice versa.
- Words importing one gender include all genders.
- Headings are for convenience only and do not affect interpretation.
- References to legislation include any amendments or replacements.

2.5 Good Faith

The Policyholder and SMART Funeral Plan shall act honestly, fairly and in good faith in all matters relating to this policy.

2.6 Amendments to the Terms and Conditions

SMART Funeral Plan reserves the right to amend these Terms and Conditions where necessary to:

- Comply with legislation;
- Improve products or services;
- Introduce operational changes; or
- Meet regulatory requirements.

Where required by law, reasonable notice shall be given before material amendments become effective.

2.7 Electronic Transactions

SMART Funeral Plan may accept:

- Electronic applications;
- Electronic signatures;
- Electronic mandates;
- DebiCheck authorisations;
- Online approvals; and
- Digital records,

which shall have the same legal effect as paper documents, subject to applicable legislation.

2.8 Electronic Records

SMART Funeral Plan may retain all policy records, applications, correspondence, claims and supporting documentation in electronic format.

Electronic records shall constitute prima facie evidence unless proven otherwise.

2.9 Notices

Any notice sent by SMART Funeral Plan to the latest contact details supplied by the Policyholder shall be regarded as properly delivered.

The Policyholder is responsible for keeping all contact information current.

2.10 Compliance

The Policyholder agrees to comply with:

- These Terms and Conditions;
- Product rules;
- Applicable legislation; and
- Any lawful instruction issued by SMART Funeral Plan.

Failure to comply may result in delays, suspension, cancellation or rejection of claims where permitted by law.

SECTION 3: ELIGIBILITY AND MEMBERSHIP

3.1 Eligibility for Membership

Subject to the selected product, SMART Funeral Plan may accept applications from persons who satisfy the eligibility requirements and applicable legislation.

Unless otherwise stated in the selected product, the Main Member must be between **18 and 84 years** of age at the commencement of the policy.

3.2 Application for Membership

Applications for membership shall:

- Be completed in the prescribed format;
- Contain true, complete and accurate information;
- Be accompanied by all required supporting documents; and
- Be submitted to SMART Funeral Plan through an approved application channel.

Submission of an application does not automatically create insurance cover.

3.3 Acceptance of Membership

A policy shall become effective only after:

- The application has been approved;
- All required documentation has been received;
- The first premium has been successfully collected; and
- SMART Funeral Plan has issued the Policy Schedule.

3.4 Right to Decline an Application

SMART Funeral Plan reserves the right to decline any application where:

- False or misleading information has been provided;
- Required information is incomplete;

- Fraud is suspected;
- Eligibility requirements have not been met; or
- Acceptance would be contrary to applicable legislation or Company policy.

3.5 Duty to Disclose Information

The Policyholder shall provide complete, true and accurate information during:

- Application;
- Policy amendments;
- Claims;
- Reinstatement; and
- Any verification process.

Failure to do so may result in rejection of an application or claim, cancellation of the policy or any other lawful action.

3.6 Updating Personal Information

The Policyholder shall promptly notify SMART Funeral Plan of any changes to:

- Name;
- Residential address;
- Postal address;
- Contact number;
- Email address;
- Banking details; or
- Any other information affecting the administration of the policy.

3.7 Membership Obligations

The Policyholder agrees to:

- Comply with these Terms and Conditions;
- Pay premiums when due;
- Keep policy information accurate and up to date;
- Cooperate during policy administration and claims;
- Provide supporting documentation when requested; and
- Notify SMART Funeral Plan of any material changes affecting the policy.

3.8 Membership Records

SMART Funeral Plan shall maintain electronic records of:

- Policyholders;
- Insured Members;
- Beneficiaries;
- Policy amendments; and
- Other policy information.

Such records shall constitute prima facie evidence unless proven otherwise.

SECTION 4: POLICY COMMENCEMENT, DURATION AND ACTIVATION

4.1 Policy Commencement

A policy shall commence only when:

- The application has been approved by SMART Funeral Plan;
- All required supporting documentation has been received;
- The first premium has been successfully collected;
- The Policy Schedule has been issued; and
- The policy has been activated on the Company's administration system.

Submission of an application alone does not constitute insurance cover.

4.2 Policy Commencement Date

The Policy Commencement Date shall be the date reflected on the Policy Schedule issued by SMART Funeral Plan.

This date shall determine the commencement of:

- Insurance cover;
- Waiting periods;
- Premium obligations; and
- Benefit entitlement.

4.3 First Premium

The first premium must be successfully collected before any insurance cover becomes effective.

If the first premium is unsuccessful, reversed or unpaid, no insurance cover shall exist until the premium has been successfully received and allocated.

4.4 Premium Collection Date

Premiums shall be collected on the agreed monthly collection date reflected on the Policy Schedule.

Where the agreed collection date falls on a weekend or public holiday, SMART Funeral Plan may collect the premium on the next available Business Day or another lawful collection date.

4.5 Policy Duration

The policy shall remain in force on a month-to-month basis provided that:

- Premiums continue to be paid;
- The policy remains active;
- The policy has not lapsed;
- The policy has not been cancelled; and
- The policy has not been terminated in accordance with these Terms and Conditions.

4.6 Effective Insurance Cover

Insurance cover shall continue until the earliest occurrence of:

- Cancellation of the policy;
- Policy lapse;
- Termination of the policy;
- Death of the insured member resulting in settlement of the applicable benefit; or
- Any other event resulting in termination in accordance with these Terms and Conditions.

4.7 Reservation of Rights

SMART Funeral Plan reserves the right to delay or decline the commencement of insurance cover where:

- Required information remains outstanding;
- Verification has not been completed;
- Fraud or material misrepresentation is suspected;
- The first premium has not been received; or
- Applicable legislation requires additional verification.

SECTION 5: COVERED MEMBERS

5.1 Covered Members

Insurance cover shall apply only to persons accepted by SMART Funeral Plan and reflected on the current Policy Schedule.

Depending on the selected product, covered persons may include:

- The Main Member;
- One (1) Spouse;
- Eligible Children;
- Extended Family Members; and
- Any other approved dependant accepted by SMART Funeral Plan.

5.2 Main Member

The Main Member is the principal insured person under the policy and shall remain the primary insured person unless otherwise approved by SMART Funeral Plan.

5.3 Spouse

Where the selected product provides spouse cover, the spouse of the Main Member may be insured.

For the purposes of this policy, a spouse includes:

- A legally married spouse;
- A spouse married under customary law;
- A spouse married under a recognised religious marriage; or
- A life partner accepted by SMART Funeral Plan.

5.4 Children

Eligible children may be covered under the selected family product.

Children may include:

- Biological children;
- Legally adopted children;
- Stepchildren; and
- Children under the legal guardianship of the Main Member.

5.5 Child Benefit Categories

Child benefits shall be payable according to the selected benefit option and the child's age on the date of death.

Child's Age	Option 1	Option 2	Option 3	Option 4
Stillbirth – 11 Months	R1,250	R1,875	R2,500	R3,750
1 – 5 Years	R2,500	R3,750	R5,000	R7,500
6 – 13 Years	R5,000	R7,500	R10,000	R15,000
14 – 21 Years	R10,000	R15,000	R20,000	R30,000

The applicable benefit shall be determined by:

- The child's age on the date of death;
- The selected benefit option; and
- The Policy Schedule.

5.6 Student Cover

Children registered as full-time students at a recognised educational institution may remain covered until the age of **twenty-four (24) years**, subject to annual proof of registration acceptable to SMART Funeral Plan.

5.7 Termination of Child Cover

Child cover shall terminate:

- Upon reaching the maximum qualifying age;
- Where annual proof of study is not provided, where applicable; or
- Where the dependant no longer qualifies under the selected product.

5.8 Extended Family Members

Where an Extended Family product has been selected, only the Extended Family Members recorded on the Policy Schedule shall be regarded as insured.

5.9 Verification of Relationships

SMART Funeral Plan may require documentary proof confirming the relationship between the Main Member and any dependant or Extended Family Member before accepting cover or processing a claim.

5.10 Covered Members Reflected on the Policy Schedule

Only persons reflected on the latest Policy Schedule issued by SMART Funeral Plan shall qualify as Insured Members.

No verbal instruction or unapproved amendment shall constitute insurance cover.

SECTION 6: POLICY BENEFITS

6.1 Purpose of Policy Benefits

SMART Funeral Plan provides funeral-related benefits to assist the Policyholder, Insured Members and Beneficiaries upon the occurrence of an insured event.

All benefits are subject to:

- The selected product;
- The Policy Schedule;
- These Terms and Conditions; and
- Applicable South African legislation.

6.2 Types of Benefits

Depending on the selected product, SMART Funeral Plan may provide one or more of the following benefits:

- Funeral Cash Benefit;
- Grocery Benefit;
- Catering Benefit;
- Funeral Services;
- Grocery Vouchers;
- Retail Vouchers;
- Food Vouchers;
- Cash Equivalent (where applicable); and
- Any other benefit approved by SMART Funeral Plan.

6.3 Benefit Values

The value of each benefit shall be determined by:

- The selected product;
- The selected benefit option;
- The monthly premium paid; and
- The Policy Schedule.

SMART Funeral Plan shall not be liable to provide benefits exceeding the insured value reflected on the Policy Schedule.

6.4 Eligibility for Benefits

Benefits shall become payable only where:

- The policy was active on the date of the insured event;
- Premiums were paid in accordance with these Terms and Conditions;
- The deceased was an Insured Member;
- A valid claim has been submitted; and
- The claim has been approved by SMART Funeral Plan.

6.5 Benefit Selection

The Policyholder shall select the desired product and benefit option at the commencement of the policy.

The selected benefit option shall remain applicable until amended in accordance with these Terms and Conditions.

6.6 Benefit Limit

The maximum benefit payable shall be limited to the insured value reflected on the current Policy Schedule.

SMART Funeral Plan shall not be liable for funeral expenses exceeding the insured amount.

6.7 Product Options

SMART Funeral Plan may introduce, amend or withdraw products and benefit options from time to time.

Any new product or benefit shall become available subject to:

- Eligibility requirements;
- Product rules;
- Approval by SMART Funeral Plan; and
- Payment of the applicable premium.

6.8 Multiple Policies

Where permitted by law, a person may hold more than one SMART Funeral Plan policy.

Each policy shall be administered independently in accordance with its own Policy Schedule and these Terms and Conditions.

6.9 Benefit Administration

SMART Funeral Plan shall administer all benefits in accordance with:

- The selected product;
- The Policy Schedule;
- Company policies;
- Applicable legislation; and
- These Terms and Conditions.

6.10 Final Determination

SMART Funeral Plan reserves the right to determine:

- The applicable benefit;
- The insured value;
- Product eligibility;
- Benefit availability; and
- Any administrative matter relating to policy benefits,

subject to these Terms and Conditions and applicable South African legislation.

SECTION 7: WAITING PERIODS

7.1 Purpose of Waiting Periods

Waiting periods are applied to protect SMART Funeral Plan and its Policyholders against fraud, anti-selection and abuse of the insurance system.

No benefit shall be payable where the insured event occurs during the applicable waiting period unless otherwise required by law.

7.2 Commencement of Waiting Periods

The applicable waiting period shall commence on the Policy Commencement Date reflected on the Policy Schedule, provided that:

- The application has been approved;
- The first premium has been successfully collected;
- The policy is active; and
- The Policy Schedule has been issued.

7.3 Natural Death Waiting Period

A waiting period of **six (6) months** shall apply to all deaths resulting from natural causes.

Where an Insured Member dies from natural causes before the expiry of the waiting period, no insured benefit shall be payable unless otherwise required by applicable legislation.

7.4 Accidental Death Waiting Period

There shall be **no waiting period** for accidental death.

Accidental death cover shall commence immediately after:

- The policy has commenced; and
- The first premium has been successfully received.

All accidental death claims remain subject to verification and approval.

7.5 Suicide Waiting Period

A waiting period of **twelve (12) months** shall apply where death results from suicide or intentional self-inflicted injury.

No benefit shall be payable if death occurs within this period unless otherwise required by law.

7.6 Reinstated Policies

Where a lapsed policy is reinstated, SMART Funeral Plan may impose new waiting periods in accordance with:

- Company rules;
- The selected product; and
- Applicable legislation.

7.7 Newly Added Members

Any member added after the Policy Commencement Date shall be subject to the applicable waiting periods from the effective date of acceptance.

7.8 Upgraded Benefits

Where the Policyholder upgrades benefits or increases the insured value, SMART Funeral Plan may apply new waiting periods to the increased portion of the benefit.

Existing approved benefits shall remain unaffected unless otherwise communicated.

7.9 General Application of Waiting Periods

Waiting periods apply separately to:

- New policies;
- Newly added members;
- Reinstated policies; and
- Upgraded benefits,

unless otherwise stated in the selected product.

7.10 Compliance

Completion of a waiting period does not automatically guarantee payment of a claim.

Every claim remains subject to:

- A valid policy;
- Active premium payments;
- Verification;
- Claims assessment; and
- Compliance with these Terms and Conditions.

SECTION 8: PREMIUMS AND PAYMENT METHODS

8.1 Premium Obligation

The Policyholder shall pay the monthly premium reflected on the Policy Schedule to maintain the policy in force.

Premiums are payable monthly in advance and shall continue for as long as the policy remains active.

8.2 Premium Due Date

Premiums shall be payable on the agreed collection date reflected on the Policy Schedule.

Where the due date falls on a Saturday, Sunday or public holiday, SMART Funeral Plan may collect the premium on the next available Business Day or any other lawful collection date.

8.3 Approved Payment Methods

SMART Funeral Plan may accept premium payments through one or more of the following approved payment methods:

- DebiCheck;
- Debit Order;
- Electronic Funds Transfer (EFT);
- Card Payment;
- Bank Transfer;
- Cash Deposit through approved channels;
- Online Payment Gateway;
- Point-of-Sale (POS) Devices;
- QR Code Payments; or
- Any other payment method approved by SMART Funeral Plan.

8.4 Premium Allocation

Premiums received shall be allocated to the Policyholder's account using the Policy Number, Identity Number or any other approved reference.

The Policyholder is responsible for ensuring that the correct payment reference is used.

Incorrect or incomplete payment references may delay the allocation of premiums.

8.5 Failed Premium Payments

Where a premium payment fails due to:

- Insufficient funds;
- Closed bank account;
- Incorrect banking details;
- Payment reversal;
- Stop-payment instruction; or
- Any reason attributable to the Policyholder,

SMART Funeral Plan may take action in accordance with these Terms and Conditions.

8.6 Premium Adjustments

SMART Funeral Plan reserves the right to review and adjust premiums where necessary due to:

- Product enhancements;
- Claims experience;
- Inflation;
- Legislative changes;
- Operational costs; or
- Any other lawful reason.

Where required by law, reasonable notice shall be given before any premium adjustment becomes effective.

8.7 Premium Refunds

Premiums shall not be refundable except where:

- Required by law;
- A duplicate payment has been made;
- A payment error has occurred; or
- SMART Funeral Plan determines that a refund is appropriate.

8.8 Proof of Payment

The Policyholder shall retain proof of all premium payments.

SMART Funeral Plan may request proof of payment where necessary to resolve premium allocation or payment disputes.

8.9 Responsibility of the Policyholder

The Policyholder remains responsible for ensuring that:

- Premiums are paid on time;
- Sufficient funds are available on the agreed collection date;
- Banking details remain accurate and up to date; and
- Any banking changes are communicated promptly to SMART Funeral Plan.

8.10 Premium Records

SMART Funeral Plan shall maintain electronic records of all premium payments and collections.

Electronic records maintained by SMART Funeral Plan shall constitute prima facie evidence of payment history unless proven otherwise.

SECTION 9: FUNERAL CASH BENEFIT

9.1 Purpose of the Funeral Cash Benefit

The Funeral Cash Benefit is intended to provide financial assistance towards funeral-related expenses following the death of an Insured Member.

The amount payable shall be determined by:

- The selected product;
- The selected benefit option;
- The Policy Schedule; and
- These Terms and Conditions.

9.2 Eligibility for the Funeral Cash Benefit

The Funeral Cash Benefit shall only become payable where:

- The policy was active on the date of death;
- The deceased was an Insured Member;
- All applicable waiting periods had expired;
- A valid claim has been submitted; and
- The claim has been approved by SMART Funeral Plan.

9.3 Benefit Amount

The Funeral Cash Benefit payable shall be the insured amount reflected on the current Policy Schedule.

SMART Funeral Plan shall not be liable for any funeral expenses exceeding the insured amount.

9.4 Payment of the Funeral Cash Benefit

Upon approval of a valid claim, the Funeral Cash Benefit shall be paid by Electronic Funds Transfer (EFT) to:

- The nominated Beneficiary;
- The deceased's Estate;
- A legally authorised representative; or
- Any other person legally entitled to receive the benefit.

9.5 Beneficiary Entitlement

The person receiving the Funeral Cash Benefit shall be responsible for the use of the benefit.

SMART Funeral Plan shall not be responsible for any dispute arising after lawful payment has been made to the person legally entitled to receive the benefit.

9.6 Benefit Limit

The Funeral Cash Benefit shall not exceed the insured amount reflected on the Policy Schedule.

Where multiple benefits are selected under the policy, each benefit shall remain subject to its own terms, conditions and insured value.

9.7 Outstanding Amounts

Where permitted by law, SMART Funeral Plan may deduct any lawful amount owing by the Policyholder before payment of the Funeral Cash Benefit.

9.8 Banking Details

The recipient of the Funeral Cash Benefit shall provide accurate banking details before payment is processed.

SMART Funeral Plan shall not be responsible for delays arising from incorrect banking information provided by the claimant or beneficiary.

9.9 Final Settlement

Payment of the approved Funeral Cash Benefit shall constitute full and final settlement of SMART Funeral Plan's liability in respect of that insured event.

9.10 Compliance

All Funeral Cash Benefits shall be administered in accordance with:

- These Terms and Conditions;
- The Policy Schedule; and
- Applicable South African legislation.

SECTION 10: CLAIMS

10.1 Notification of a Claim

The death of an Insured Member shall be reported to SMART Funeral Plan as soon as reasonably practicable after the date of death.

Notification of a claim does not constitute approval of the claim.

10.2 Submission of a Claim

All claims shall be submitted using the prescribed SMART Funeral Plan Claim Form together with the required supporting documents.

Claims may be submitted through:

- SMART Funeral Plan offices;
- Email;
- The SMART Member App;
- The Company's online platform;
- An authorised representative; or
- Any other approved communication channel.

10.3 Required Supporting Documents

SMART Funeral Plan may require one or more of the following documents:

- Completed Claim Form;
- Certified copy of the deceased's Identity Document or Passport;
- Certified copy of the claimant's Identity Document or Passport;
- Original or certified copy of the Death Certificate;
- Proof of banking details;
- Police Report, where applicable;
- Medical Report, where applicable;
- Birth Certificate, where applicable;
- Marriage Certificate, where applicable;
- Letter of Executorship or Letter of Authority, where applicable; and
- Any additional document reasonably required to assess the claim.

Failure to provide the required documentation may delay the assessment or settlement of the claim.

10.4 Persons Entitled to Submit a Claim

A claim may be submitted by:

- The nominated Beneficiary;
- The Policyholder, where applicable;
- A legally authorised representative;
- The Executor or Administrator of the deceased's Estate; or
- Any other person legally entitled to claim the benefit.

10.5 Time for Submitting Claims

Claims should be submitted as soon as reasonably practicable after the death of the Insured Member.

Where there has been an unreasonable delay, SMART Funeral Plan may request an explanation and any supporting documentation before assessing the claim.

10.6 Additional Information

SMART Funeral Plan may request additional information or documentation reasonably necessary to process or assess a claim.

The claimant shall provide the requested information within a reasonable period.

10.7 Claims Communication

SMART Funeral Plan may communicate with the claimant regarding the progress of the claim through:

- Telephone;
- SMS;
- WhatsApp;
- Email;
- SMART Member App;
- Secure Client Portal; or
- Any other approved communication channel.

10.8 Claim Decision

After receiving all required documentation, SMART Funeral Plan shall:

- Approve the claim;
- Decline the claim; or
- Request further information before making a final decision.

The claimant shall be informed of the outcome through an approved communication channel.

10.9 Record of Claims

SMART Funeral Plan shall maintain electronic records of:

- Claims submitted;
- Supporting documents;
- Correspondence; and
- Claim outcomes.

Electronic records maintained by SMART Funeral Plan shall constitute prima facie evidence unless proven otherwise.

10.10 Compliance

All claims shall be submitted and administered in accordance with:

- These Terms and Conditions;
- The Policy Schedule; and
- Applicable South African legislation.

SECTION 11: CLAIMS ASSESSMENT, VERIFICATION AND SETTLEMENT

11.1 Assessment of Claims

Every claim submitted to SMART Funeral Plan shall be assessed to determine whether it qualifies for payment in accordance with:

- These Terms and Conditions;
- The selected product;
- The Policy Schedule; and
- Applicable South African legislation.

Submission of a claim does not guarantee approval.

11.2 Verification

SMART Funeral Plan reserves the right to verify all information submitted in support of a claim, including but not limited to:

- Identity of the deceased;
- Identity of the claimant;
- Policy status;
- Premium payment history;
- Beneficiary details;
- Banking information;
- Relationship of dependants; and
- Any supporting documentation submitted.

11.3 Investigations

Where necessary, SMART Funeral Plan may conduct reasonable investigations to verify the validity of a claim.

The Company may request additional documentation or obtain information from authorised third parties where permitted by law.

11.4 Additional Information

SMART Funeral Plan may suspend the assessment of a claim until all requested information and supporting documentation have been received.

Failure to provide the requested information within a reasonable period may result in delays or rejection of the claim where permitted by law.

11.5 Claim Decision

After completing the assessment process, SMART Funeral Plan shall:

- Approve the claim;
- Decline the claim; or
- Request additional information before making a final decision.

The claimant shall be informed of the outcome through an approved communication channel.

11.6 Settlement of Approved Claims

Where a claim is approved, SMART Funeral Plan shall settle the claim in accordance with:

- The selected product;
- The Policy Schedule; and
- These Terms and Conditions.

Settlement shall be made in the form of the applicable approved benefit.

11.7 Rejected Claims

A claim may be rejected where:

- The policy was not active;
- The insured event is not covered;
- Required documentation has not been provided;
- Material information was withheld;
- The claimant is not legally entitled to receive the benefit; or
- The claim does not comply with these Terms and Conditions.

SMART Funeral Plan shall provide reasons for the rejection of the claim.

11.8 Internal Review

Where a claimant disagrees with the outcome of a claim, the claimant may submit a written request for an internal review by SMART Funeral Plan.

11.9 Claim Records

SMART Funeral Plan shall maintain records of:

- Claim assessments;
- Supporting documentation;

- Correspondence;
- Investigation reports, where applicable; and
- Settlement records.

Electronic records maintained by SMART Funeral Plan shall constitute prima facie evidence unless proven otherwise.

11.10 Compliance

All claims shall be assessed and verified in accordance with:

- These Terms and Conditions;
- The Policy Schedule; and
- Applicable South African legislation.

SECTION 12: BENEFIT PAYMENTS

12.1 Approval of Benefits

No benefit shall be paid or provided unless:

- The claim has been approved by SMART Funeral Plan;
- The policy was active on the date of the insured event;
- All applicable waiting periods have expired;
- All required documentation has been received and verified; and
- The claimant has been confirmed as legally entitled to receive the benefit.

12.2 Types of Benefits

Subject to the selected product and the Policy Schedule, SMART Funeral Plan may provide one or more of the following benefits:

- Funeral Cash Benefit;
- Grocery Benefit;
- Catering Benefit;
- Funeral Services;
- Grocery Vouchers;
- Retail Vouchers;
- Food Vouchers;
- Cash Equivalent (where applicable); or
- Any other approved benefit offered by SMART Funeral Plan.

12.3 Method of Payment

Approved monetary benefits shall be paid by **Electronic Funds Transfer (EFT)** into the verified bank account of:

- The nominated Beneficiary;
- The deceased's Estate;
- A legally authorised representative; or
- Any other person legally entitled to receive the benefit.

Where the selected product provides a non-cash benefit, SMART Funeral Plan shall provide the approved benefit in accordance with the Policy Schedule.

12.4 Time for Payment

SMART Funeral Plan shall endeavour to settle approved claims within a reasonable period after:

- Receipt of all required documentation;
- Completion of verification; and
- Approval of the claim.

Settlement times may vary depending on the complexity of the claim or the need for further verification.

12.5 Maximum Benefit Payable

The total value of any benefit payable shall not exceed the insured value reflected on the applicable Policy Schedule.

12.6 Outstanding Amounts

Where permitted by law, SMART Funeral Plan may deduct any lawful amount owing by the Policyholder before payment of the approved benefit.

12.7 Incorrect Payments

Where a benefit has been paid incorrectly due to:

- Administrative error;
- Incorrect banking details;
- Duplicate payment;
- Fraud;
- Misrepresentation; or
- Any other lawful reason,

SMART Funeral Plan reserves the right to recover the incorrectly paid amount.

12.8 Unclaimed Benefits

Where a benefit cannot be paid because the lawful recipient cannot be identified or required documentation remains outstanding, SMART Funeral Plan shall retain the benefit in accordance with applicable legislation until the matter has been resolved.

12.9 Proof of Payment

SMART Funeral Plan shall retain records of all benefit payments.

Electronic payment confirmations and financial records shall constitute prima facie evidence that payment has been made unless proven otherwise.

12.10 Compliance

All benefit payments shall be made in accordance with:

- These Terms and Conditions;
- The Policy Schedule; and
- Applicable South African legislation.

SECTION 14: POLICY CANCELLATION, SUSPENSION, LAPSE AND REINSTATEMENT

14.1 Cancellation by the Policyholder

The Policyholder may cancel the policy at any time by submitting a written request to SMART Funeral Plan through an approved communication channel.

Cancellation shall become effective on the date confirmed by SMART Funeral Plan.

14.2 Cancellation by SMART Funeral Plan

SMART Funeral Plan may cancel a policy where:

- Premiums remain unpaid;
- Fraud, misrepresentation or material non-disclosure is established;
- The Policyholder breaches these Terms and Conditions;
- Continued cover would result in non-compliance with applicable legislation; or
- Any other lawful reason exists.

Where required by law, SMART Funeral Plan shall provide reasonable notice before cancellation.

14.3 Policy Suspension

SMART Funeral Plan may suspend a policy where:

- Required information remains outstanding;
- Verification has not been completed;
- Premium payments remain outstanding;
- Fraud investigations are pending; or
- Any other lawful reason exists.

During suspension, insurance cover and policy benefits may be suspended in accordance with these Terms and Conditions.

14.4 Policy Lapse

A policy shall lapse where premiums remain unpaid beyond the applicable grace period or where the Policyholder fails to comply with these Terms and Conditions.

A lapsed policy shall cease to provide insurance cover from the effective lapse date.

14.5 Grace Period

SMART Funeral Plan may allow a grace period for the payment of overdue premiums in accordance with the selected product and applicable legislation.

If payment is not received within the applicable grace period, the policy may lapse automatically.

14.6 Effect of Lapse

Upon lapse of a policy:

- Insurance cover shall terminate;
- Policy benefits shall cease;
- No claims shall be payable for insured events occurring after the lapse date; and
- The Policyholder may apply for reinstatement, subject to approval.

14.7 Reinstatement

A Policyholder may apply to reinstate a lapsed policy.

Reinstatement shall be subject to:

- Approval by SMART Funeral Plan;
- Payment of any outstanding premiums, where applicable;
- Submission of any required documentation; and
- Compliance with the Company's reinstatement requirements.

14.8 Effective Date of Reinstatement

Where reinstatement is approved, the policy shall become active on the effective date confirmed by SMART Funeral Plan.

14.9 Outstanding Claims

Cancellation, suspension or lapse of a policy shall not automatically invalidate a claim arising from an insured event that occurred before the effective date of cancellation, suspension or lapse.

Such claims shall be assessed in accordance with these Terms and Conditions.

14.10 Recovery of Outstanding Amounts

SMART Funeral Plan reserves the right to recover:

- Outstanding premiums;
- Incorrect payments;
- Administrative charges;
- Bank charges; or
- Any other lawful amount owing,

through any lawful means.

14.11 Notification

SMART Funeral Plan may notify the Policyholder regarding:

- Premium arrears;
- Policy suspension;
- Policy lapse;
- Cancellation;
- Reinstatement decisions; or
- Any related matter,

using an approved communication channel.

14.12 Responsibility of the Policyholder

The Policyholder remains responsible for ensuring that premiums are paid on time and that any outstanding obligations are fulfilled to avoid cancellation, suspension or lapse of the policy.

14.13 Compliance

All policy cancellations, suspensions, lapses and reinstatements shall be administered in accordance with:

- These Terms and Conditions;
- The Policy Schedule; and
- Applicable South African legislation.

SECTION 15: GROCERY BENEFIT TERMS AND CONDITIONS

15.1 Purpose of the Grocery Benefit

The Grocery Benefit is designed to provide grocery assistance to the Policyholder or Beneficiary following the death of an Insured Member, subject to the selected product and these Terms and Conditions.

15.2 Eligibility

The Grocery Benefit shall only be available where:

- The selected product includes a Grocery Benefit;
- The policy was active on the date of death;
- The claim has been approved by SMART Funeral Plan; and
- The Policy Schedule reflects entitlement to the Grocery Benefit.

15.3 Grocery Benefit Value

The Grocery Benefit shall be limited to the insured value reflected on the Policy Schedule.

SMART Funeral Plan shall not be liable to provide grocery products or services exceeding the insured value.

15.4 Form of the Grocery Benefit

Subject to the selected product, the Grocery Benefit may be provided in the form of:

- Grocery products;
- Grocery hampers;
- Grocery vouchers;

- Retail vouchers redeemable for groceries; or
- Cash equivalent, where applicable.

The settlement option shall not exceed the insured value of the Grocery Benefit.

15.5 Approved Suppliers

SMART Funeral Plan may appoint approved retailers, wholesalers or grocery suppliers to provide the Grocery Benefit.

SMART Funeral Plan reserves the right to determine the supplier used for the fulfilment of the Grocery Benefit.

15.6 Product Availability

Where a particular grocery item is unavailable, SMART Funeral Plan may substitute it with:

- A similar product;
- A product of equal or greater value;
- Grocery vouchers;
- Retail vouchers; or
- Cash equivalent, where applicable.

15.7 Delivery or Collection

Where delivery forms part of the selected product, the Grocery Benefit shall be delivered to an address within the Republic of South Africa.

Where collection is required, SMART Funeral Plan shall advise the Beneficiary of the collection arrangements.

15.8 Beneficiary Responsibilities

The Beneficiary shall:

- Provide accurate delivery or collection information;
- Verify the Grocery Benefit upon receipt;
- Report shortages or damaged goods within a reasonable period; and
- Cooperate with SMART Funeral Plan and its Approved Service Providers.

15.9 No Cash Refund

Where grocery products, vouchers or retail vouchers have been supplied, no cash refund or exchange shall be made unless required by law or approved by SMART Funeral Plan.

15.10 Compliance

The Grocery Benefit shall be administered in accordance with:

- These Terms and Conditions;
- The selected product;

- The Policy Schedule; and
- Applicable South African legislation.

SECTION 16: CATERING BENEFIT TERMS AND CONDITIONS

16.1 Purpose of the Catering Benefit

The Catering Benefit is designed to provide funeral catering assistance to the Policyholder or Beneficiary following the death of an Insured Member, subject to the selected product and these Terms and Conditions.

16.2 Eligibility

The Catering Benefit shall only be available where:

- The selected product includes a Catering Benefit;
- The policy was active on the date of death;
- The claim has been approved by SMART Funeral Plan; and
- The Policy Schedule reflects entitlement to the Catering Benefit.

16.3 Catering Benefit Value

The Catering Benefit has a **maximum insured value of R20,000**.

The benefit covers:

- One (1) Main Member; and
- Up to six (6) Extended Family Members,

or as otherwise reflected on the Policy Schedule.

SMART Funeral Plan shall not be liable for any catering costs exceeding the insured value.

16.4 Form of the Catering Benefit

Subject to the selected product, the Catering Benefit may be provided in the form of:

- Catering services;
- Prepared meals;
- Grocery supplies;
- Food vouchers;
- Retail vouchers; or
- Cash equivalent, where applicable.

The total value of the benefit provided shall not exceed the insured value reflected on the Policy Schedule.

16.5 Standard Catering Package

SMART Funeral Plan shall provide the standard catering package applicable to the selected product.

The standard package shall be determined by SMART Funeral Plan and its Approved Service Provider.

16.6 Additional Services

Should the Policyholder or Beneficiary request services exceeding the standard Catering Benefit, including but not limited to:

- Additional guests;
- Additional meals;
- Premium menu selections;
- Special dietary requirements;
- Beverages not included in the standard package;
- Decorations;
- Tents;
- Tables and chairs;
- Transport;
- Additional serving staff; or
- Any other additional service,

all additional costs shall be for the account of the Policyholder or Beneficiary and must be paid before such additional services are provided.

16.7 Approved Service Providers

SMART Funeral Plan may appoint Approved Service Providers to provide the Catering Benefit.

SMART Funeral Plan reserves the right to determine which Approved Service Provider will render the service.

16.8 Booking Arrangements

The Beneficiary shall provide SMART Funeral Plan with:

- The funeral date;
- The funeral venue;
- Delivery address, where applicable;
- Contact details; and
- Any other information reasonably required,

to enable SMART Funeral Plan to arrange the Catering Benefit.

16.9 Product Availability

Where a particular food item or catering service is unavailable, SMART Funeral Plan may substitute it with a similar product or service of equal or greater value.

16.10 Beneficiary Responsibilities

The Beneficiary shall:

- Provide accurate funeral details;
- Cooperate with SMART Funeral Plan and its Approved Service Providers;
- Verify the catering services upon delivery;
- Report shortages or complaints within a reasonable period; and
- Sign any proof of delivery or service completion where required.

16.11 Compliance

The Catering Benefit shall be administered in accordance with:

- These Terms and Conditions;
- The selected product;
- The Policy Schedule; and
- Applicable South African legislation.

SECTION 17: SMART MEMBER APP AND DIGITAL SERVICES

17.1 Purpose of the SMART Member App

The SMART Member App is the official digital platform of SMART Funeral Plan, designed to provide Policyholders with secure, convenient and efficient access to policy information and approved self-service functions.

17.2 Availability of the SMART Member App

The SMART Member App may be accessed through compatible mobile devices, tablets, computers or other approved electronic platforms.

SMART Funeral Plan reserves the right to modify, suspend or discontinue any feature of the SMART Member App where necessary for maintenance, security, upgrades or operational purposes.

17.3 Services Available

Subject to system availability and user access rights, the SMART Member App may allow Policyholders to:

- View policy information;
- View the Policy Schedule;
- View covered members;
- View beneficiaries;
- View premium payment history;
- View policy status;
- Submit claims;
- Track claim progress;
- Upload supporting documents;
- Request policy amendments;
- Download policy documents;
- Receive notifications; and
- Access other authorised self-service functions.

17.4 User Responsibilities

The Policyholder shall:

- Keep login credentials confidential;
- Protect passwords and security codes;
- Prevent unauthorised access to the SMART Member App;
- Ensure that all information submitted through the SMART Member App is accurate; and
- Notify SMART Funeral Plan immediately of any suspected unauthorised access or misuse.

17.5 Requests Submitted Through the SMART Member App

Any request submitted through the SMART Member App, including claims, amendments or document uploads, shall remain subject to verification and approval by SMART Funeral Plan.

Submission of a request through the SMART Member App does not automatically constitute approval.

17.6 Electronic Documents

SMART Funeral Plan may issue electronic copies of:

- Policy Schedules;
- Terms and Conditions;
- Premium Statements;
- Payment Confirmations;
- Claim Notifications;
- Amendment Confirmations; and
- Any other authorised policy documents.

Electronic documents shall have the same legal force and effect as printed documents, subject to applicable legislation.

17.7 Electronic Notifications

SMART Funeral Plan may send notifications relating to:

- Premium reminders;
- Successful premium collections;
- Failed premium collections;
- Policy amendments;
- Claim progress;
- Claim outcomes;
- System maintenance; or
- Other policy-related matters.

17.8 System Availability

SMART Funeral Plan shall use reasonable efforts to keep the SMART Member App available.

However, uninterrupted access cannot be guaranteed due to:

- System maintenance;
- Software upgrades;
- Internet interruptions;
- Network failures;
- Load shedding;
- Cybersecurity incidents; or
- Circumstances beyond the reasonable control of SMART Funeral Plan.

17.9 Security

SMART Funeral Plan shall implement reasonable technical and organisational security measures to protect information processed through the SMART Member App.

17.10 Suspension of Access

SMART Funeral Plan may suspend or terminate access to the SMART Member App where:

- Fraud is suspected;
- False information has been submitted;
- These Terms and Conditions have been breached;
- System security is compromised; or
- Suspension is required by law.

17.11 Compliance

The SMART Member App shall be administered in accordance with:

- These Terms and Conditions;
- The Policy Schedule; and
- Applicable South African legislation.

SECTION 18: PREMIUM COLLECTION, DEBICHECK AND PAYMENT AUTHORISATION

18.1 Authority to Collect Premiums

By accepting this policy, the Policyholder authorises SMART Funeral Plan to collect all premiums due under the policy using the payment method selected by the Policyholder.

18.2 Authorised Premium Collection Provider

SMART Funeral Plan appoints **Netcash** as its authorised premium collection service provider for the administration and processing of premium collections.

Netcash may perform the following services on behalf of SMART Funeral Plan:

- DebiCheck Mandate Authentication;
- Debit Order Collections;
- Electronic Funds Transfer (EFT) Processing;
- Premium Reconciliation;
- Banking Verification;
- Payment Reporting; and
- Other authorised payment services permitted by applicable legislation.

18.3 DebiCheck Mandate

Where DebiCheck is the selected payment method, the Policyholder authorises SMART Funeral Plan and Netcash to:

- Authenticate the DebiCheck Mandate;
- Submit authorised debit instructions to the nominated bank account;
- Collect monthly premiums;
- Process authorised amendments to the mandate; and
- Retain electronic proof of the DebiCheck authorisation.

18.4 Debit Order Authorisation

The Policyholder authorises SMART Funeral Plan, through Netcash, to debit the nominated bank account for:

- Monthly premiums;
- Outstanding premiums;
- Approved premium adjustments;
- Reinstatement premiums, where applicable; and
- Any other authorised amounts relating to the policy.

18.5 Failed Premium Collections

Where a premium collection fails due to:

- Insufficient funds;
- Closed bank account;
- Incorrect banking details;
- Stop-payment instruction;
- Debit Order dispute; or
- Any reason attributable to the Policyholder,

SMART Funeral Plan may take action in accordance with these Terms and Conditions.

18.6 Banking Details

The Policyholder shall notify SMART Funeral Plan promptly of any change to banking details.

Where required, a new Debit Order or DebiCheck Mandate may be completed before the amended banking details become effective.

18.7 Consent to Share Information

The Policyholder authorises SMART Funeral Plan to share the necessary personal and banking information with Netcash solely for the purposes of:

- Premium collection;
- DebiCheck authentication;
- Premium reconciliation;
- Banking verification; and
- Policy administration.

18.8 Collection Date

Premiums shall be collected monthly on the agreed collection date reflected on the Policy Schedule.

Where the agreed collection date falls on a weekend or public holiday, collection may occur on the next available Business Day or any other lawful collection date.

18.9 Policyholder Responsibilities

The Policyholder shall:

- Ensure sufficient funds are available on the collection date;
- Maintain accurate banking details;
- Notify SMART Funeral Plan of any banking changes;
- Honour all authorised Debit Orders and DebiCheck Mandates; and
- Respond promptly to any DebiCheck authentication requests issued by the Policyholder's bank.

18.10 Electronic Records

SMART Funeral Plan may retain electronic records of:

- Debit Order Mandates;
- DebiCheck Mandates;
- Premium collections;
- Banking changes;
- Payment confirmations; and
- Related financial records.

Electronic records maintained by SMART Funeral Plan shall constitute prima facie evidence unless proven otherwise.

18.11 Compliance

Premium collection activities shall be administered in accordance with:

- These Terms and Conditions;
- The Policy Schedule;
- Applicable banking rules; and
- Applicable South African legislation.

SECTION 19: GENERAL LEGAL PROVISIONS

19.1 Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Any dispute arising from this policy shall be subject to the jurisdiction of the courts of the Republic of South Africa unless otherwise provided by applicable legislation.

19.2 Applicable Legislation

SMART Funeral Plan shall administer its products and services in accordance with all applicable South African legislation, including but not limited to:

- Financial Advisory and Intermediary Services Act, 2002 (FAIS);
- Financial Intelligence Centre Act, 2001 (FICA);
- Protection of Personal Information Act, 2013 (POPIA);
- Electronic Communications and Transactions Act, 2002 (ECTA);
- Consumer Protection Act, 2008 (where applicable);
- Insurance Act, 2017 (where applicable); and
- Any other legislation, regulations or industry requirements applicable to SMART Funeral Plan.

19.3 Protection of Personal Information (POPIA)

The Policyholder consents to SMART Funeral Plan collecting, processing, storing and sharing personal information where reasonably necessary for:

- Policy administration;
- Premium collection;
- Claims administration;
- Fraud prevention;
- Compliance with legal and regulatory obligations; and
- Any other lawful purpose related to the administration of the policy.

SMART Funeral Plan shall process personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA).

19.4 Confidentiality

SMART Funeral Plan shall take reasonable steps to protect the confidentiality of Policyholder, Beneficiary and Insured Member information.

Information shall only be disclosed:

- With the consent of the Policyholder, where required;
- To Approved Service Providers for policy administration;
- Where required by law;
- By order of a court of competent jurisdiction; or
- Where disclosure is necessary to protect the legitimate interests of SMART Funeral Plan.

19.5 Fraud, Misrepresentation and Non-Disclosure

Where fraud, forgery, identity theft, material misrepresentation or material non-disclosure is identified, SMART Funeral Plan may, where permitted by law:

- Reject a claim;
- Cancel the policy;
- Recover any incorrectly paid benefit;
- Institute civil proceedings;
- Report the matter to the South African Police Service or other competent authorities; and
- Exercise any other lawful remedy available.

19.6 Complaints Procedure

Any Policyholder, Beneficiary or claimant who is dissatisfied with the products or services of SMART Funeral Plan may lodge a complaint through the Company's prescribed complaints process.

SMART Funeral Plan shall:

- Acknowledge receipt of the complaint;
- Investigate the complaint fairly;
- Provide a written outcome within a reasonable period; and
- Inform the complainant of any further remedies available.

19.7 Dispute Resolution

Where a dispute cannot be resolved internally, the matter may be referred to:

- The appropriate Ombud;
- A regulatory authority;
- Mediation;
- Arbitration, where agreed by the parties; or
- A court of competent jurisdiction.

Nothing in these Terms and Conditions limits any rights available under applicable South African legislation.

19.8 Intellectual Property

All trademarks, logos, branding, policy documents, software, websites, mobile applications, marketing material and other intellectual property associated with SMART Funeral Plan remain the exclusive property of SMART Funeral Plan (Pty) Ltd.

No person may reproduce, copy, modify, distribute or commercially exploit such intellectual property without the prior written consent of SMART Funeral Plan.

19.9 Limitation of Liability

SMART Funeral Plan shall not be liable for any delay or failure to perform its obligations where such delay or failure results from circumstances beyond its reasonable control, including:

- Natural disasters;
- Fire;
- Floods;
- Epidemics or pandemics;
- Civil unrest;
- Industrial action;
- Government restrictions;
- Banking or telecommunications failures;
- Load shedding;
- Cybersecurity incidents; or
- Any other force majeure event.

Nothing in this clause excludes any liability that cannot lawfully be excluded under South African law.

19.10 Compliance

SMART Funeral Plan, the Policyholder and any person claiming benefits under the policy shall comply with:

- These Terms and Conditions;
- Applicable South African legislation;
- Regulatory requirements; and
- Any lawful instruction issued by SMART Funeral Plan.

SECTION 20: FINAL PROVISIONS

20.1 Entire Agreement

These Terms and Conditions, together with the Application Form, Policy Schedule, Benefit Schedule, endorsements and any amendments issued by SMART Funeral Plan, constitute the entire agreement between SMART Funeral Plan and the Policyholder.

No verbal representation, promise or undertaking shall amend these Terms and Conditions unless confirmed in writing by SMART Funeral Plan.

20.2 Binding Effect

These Terms and Conditions shall be binding upon:

- SMART Funeral Plan;
- The Policyholder;
- All Insured Members;
- Beneficiaries;
- Executors and Administrators of deceased estates;
- Legal Representatives;
- Successors; and
- Any person claiming benefits under the policy.

20.3 Amendments to the Terms and Conditions

SMART Funeral Plan reserves the right to amend these Terms and Conditions where necessary to:

- Comply with legislative or regulatory requirements;
- Improve products or services;
- Introduce operational procedures; or
- Meet business requirements.

Where required by law, Policyholders shall receive reasonable notice before any material amendment becomes effective.

20.4 Notices

Any notice issued by SMART Funeral Plan shall be deemed to have been properly delivered if sent to the latest contact details provided by the Policyholder using an approved communication channel.

The Policyholder remains responsible for ensuring that all contact information is accurate and up to date.

20.5 No Waiver

Failure by SMART Funeral Plan to enforce any provision of these Terms and Conditions shall not constitute a waiver of any right.

Any waiver shall only be valid if reduced to writing and signed by an authorised representative of SMART Funeral Plan.

20.6 Severability

If any provision of these Terms and Conditions is declared invalid, unlawful or unenforceable by a court or competent authority, the remaining provisions shall continue in full force and effect.

20.7 Assignment

The Policyholder may not assign, transfer or cede any rights or obligations under the policy without the prior written consent of SMART Funeral Plan.

SMART Funeral Plan may assign or transfer its rights and obligations where permitted by applicable legislation.

20.8 Record Keeping

SMART Funeral Plan may retain policy records, claims records, mandates, payment records, correspondence and supporting documentation in electronic or physical format for the period prescribed by applicable legislation.

20.9 Effective Date

These Terms and Conditions shall become effective on the Policy Commencement Date reflected on the Policy Schedule and shall remain in force until amended or replaced by SMART Funeral Plan in accordance with applicable legislation.

20.11 Company Contact Details

SMART Funeral Plan (Pty) Ltd

Registration Number: 2023/834045/07

Financial Services Provider (FSP No.): 55595

Head Office:

Office 0501, Central Towers
286 Pretorius Street
Pretoria, 0002
South Africa

Telephone: 012 386 0017

Website: www.smartfin24.co.za

Email Addresses:

- General Enquiries: info@smartfin24.co.za
- Claims: claims@smartfin24.co.za
- Sales: sales@smartfin24.co.za
- Finance: finance@smartfin24.co.za
- Human Resources: hr@smartfin24.co.za

20.12 Acceptance

By signing the Application Form, accepting the policy electronically, authorising a DebiCheck Mandate, paying the first premium or continuing to pay premiums thereafter, the Policyholder acknowledges that they:

- Have read these Terms and Conditions;
- Understand their contents;
- Have had the opportunity to seek clarification where necessary;
- Accept these Terms and Conditions voluntarily; and
- Agree to be legally bound by them.