

DISCLOSURES RELEVANT TO THE UNAPPROVED GROUP RISK INSURANCE UMBRELLA POLICY

ISSUED TO

EMPLOYERS PARTICIPATING

IN THE

SANLAM UMBRELLA PENSION FUND OR THE SANLAM UMBRELLA PROVIDENT FUND

Policy Section	Description	Reason
Schedule 1: Definitions	Included a definition of “Applicable Laws”, “Complaint”, “Data Privacy Laws”, “Data Subject”, “Personal Information”, “Personal Information Breach”, “POPIA”, “Responsible Party” and “Supervisory Authority”	To ensure compliance with POPIA, with effect from 1 July 2021.
Schedule 1: Definitions	Definition of “Employee”	Amended to have its normal meaning and the membership of the Fund requirement is moved to Schedule 2 on Participation.
Schedule 1: Definitions	Definition of “Normal Retirement Age”	Amended to have its normal meaning and the maximum age is moved to Schedule 2 on Participation.
Schedule 2: Participation	Clause 2.2 - Insured is amended	Amended to incorporate- <ul style="list-style-type: none"> • the membership of the Fund requirement; • the requirement that employees must not have reached normal retirement date; • the provision regarding the waiving of eligibility requirements by the Fund or the Insurer; and to

		<ul style="list-style-type: none"> align as far as possible with the reciprocal clause in the Insurer's approved policy with the Fund regarding participation.
Schedule 2: Participation	Clause 2.7(a) – Termination of participation of an Insured	The Spouse's Life insurance in terms of Schedule 10 make provision for the Insured's spouse to remain covered for up to 24 hours after the member's death. This period is not considered to be sufficient in light of the COVID-19 scenario and TCF, and it has therefore been decided to extend the Spouse's Life insurance cover up to midnight on the last day of the month in which the Insured died.
Schedule 4: Death Benefits	Clause 4.1 – Definitions, a definition of "Beneficiary" is included.	Sanlam Group Risk has updated the group insurance policy containing the necessary provisions to ensure compliance with the definition of "beneficiary" in the Insurance Act 18, 2007.
Schedule 4: Death Benefits	Clause 4.6 – Payment of death benefit	Sanlam Group Risk has updated the group insurance policy containing the necessary provisions to ensure compliance with the definition of "beneficiary" in the Insurance Act 18, 2007.
Schedule 4: Death Benefits	Clause 4.10 – Accident Booster Benefit	This is a cosmetic change this clause is inserted to provide the reader with an easy reference to the 'accident booster benefit' which is applicable to the benefits offered in terms of this schedule.
Schedule 4: Death Benefits	Clause 4.14 – Deductions and Unclaimed benefits	The reference to deductions from benefits is removed from the heading and in the clause, any deductions are no longer permitted from the death benefit. This is in view of the changes that was made to the Insurance Act 18, 2007.
Schedule 5: Flexible Death Benefits	Clause 5.1 – Definitions, a definition of "Beneficiary" is included	Sanlam Group Risk has updated the group insurance policy containing the necessary provisions to ensure compliance with the definition of "beneficiary" in the Insurance Act 18, 2007.
Schedule 5: Flexible Death Benefits	Clause 5.2 - Benefit	This clause is amended to make provision for either the 'core amount' or the 'flexible amount' of

		the flexible death benefit to be provided by the Fund in terms of the approved policy the Insurer has with the Fund.
Schedule 5: Flexible Death Benefits	Clause 5.9 – Payment of death benefit	Sanlam Group Risk has updated the group insurance policy containing the necessary provisions to ensure compliance with the definition of “beneficiary” in the Insurance Act 18, 2007.
Schedule 5: Flexible Death Benefits	Clause 5.13 – Accident Booster Benefit	This is a cosmetic change this clause is inserted to provide the reader with an easy reference to the ‘accident booster benefit’ which is applicable to the benefits offered in terms of this schedule.
Schedule 5: Flexible Death Benefits	Clause 5.17 – Deductions and Unclaimed benefits	The reference to deductions from benefits is removed from the heading and in the clause, any deductions are no longer permitted from the death benefit. This is in view of the changes that was made to the Insurance Act 18, 2007.
Schedule 6: Lump Sum Disability Benefit	Clause 6.15(3)(b)(i) – Maximum benefits from all sources	The word “employer’s” has been removed to cater for those situations where there are only member contributions and no employer contributions to the Fund but there is still a waiver of contributions.
Schedule 6: Lump Sum Disability Benefit	Clause 6.16 – Accident Booster Benefit	This is a cosmetic change this clause is inserted to provide the reader with an easy reference to the ‘accident booster benefit’ which is applicable to the benefits offered in terms of this schedule.
Schedule 6: Lump Sum Disability Benefit	Clause 6.20 – Deductions and Unclaimed benefits	The reference to deductions from benefits is removed from the heading and in the clause, any deductions are no longer permitted. This is in view of the changes that was made to the Insurance Act 18, 2007.
Schedule 7: Income Disability Benefit	Clause 7.1(1) – Definition of Average Net Monthly Income	The definition of Average net monthly income is amended to take into account those situations where the employer does not contribute to the Fund and the members make all the contributions and pay all the premiums for the unapproved insurance as well, and there is still a contribution and premium waiver.

Schedule 7: Income Disability Benefit	Clause 7.16(3)(b)(i) – Maximum benefits from all sources	The word ‘employer’s’ has been removed to also cater for those situations where there are only member contributions and no employer contributions to the Fund but there is still a waiver of contributions.
Schedule 7: Income Disability Benefit	Clause 7.17 - Waiver of contributions and premiums during disability	This clause is amended to make the premium waiver benefit payable direct to the relevant insurers and not to the employer so that SARS cannot tax it as a benefit in the hands of the employees if the employer were to pay the premiums for the unapproved insurance to the relevant insurers. And the premium waiver benefit is always paid via the Fund to the insurers.
Schedule 7: Income Disability Benefit	Clause 7.18 – Accident Booster Benefit	This is a cosmetic change this clause is inserted to provide the reader with an easy reference to the ‘accident booster benefit’ which is applicable to the benefits offered in terms of this schedule.
Schedule 8: Temporary Income Disability Benefit	Clause 8.1(1) - Definition of Average Net Monthly Income	The definition of Average net monthly income is amended to also take into account those situations where the employer does not contribute to the Fund and the members make all the contributions and pay all the premiums for the unapproved insurance as well, and there is still a contribution and premium waiver.
Schedule 8: Temporary Income Disability Benefit	Clause 8.16(3)(b)(i) - Maximum benefits from all sources	The word ‘employer’s’ has been removed to also cater for those situations where there are only member contributions and no employer contributions to the Fund but there is still a waiver of contributions.
Schedule 8: Temporary Income Disability Benefit	Clause 8.17 - Waiver of contributions and premiums during disability	This clause is amended to make the premium waiver benefit payable direct to the relevant insurers and not to the employer so that SARS cannot tax it as a benefit in the hands of the employees if the employer were to pay the premiums for the unapproved insurance to the relevant insurers. And the premium waiver benefit is always paid via the Fund to the insurers.

Schedule 8: Temporary Income Disability Benefit	Clause 8.17 – Accident Booster Benefit	This is a cosmetic change this clause is inserted to provide the reader with an easy reference to the 'accident booster benefit' which is applicable to the benefits offered in terms of this schedule.
Schedule 9: Lump Sum Disability Benefit (after Temporary Income Disability Benefit)	Clause 9.15(3)(b)(i) – Maximum benefits from all sources	The word "employer's" has been removed to cater for those situations where there are only member contributions and no employer contributions to the Fund but there is still a waiver of contributions.
Schedule 9: Lump Sum Disability Benefit (after Temporary Income Disability Benefit)	Clause 9.16 – Accident Booster Benefit	This is a cosmetic change this clause is inserted to provide the reader with an easy reference to the 'accident booster benefit' which is applicable to the benefits offered in terms of this schedule.
Schedule 9: Lump Sum Disability Benefit (after Temporary Income Disability Benefit)	Clause 9.20 – Deductions and Unclaimed benefits	The reference to deductions from benefits is removed from the heading and in the clause, any deductions are no longer permitted. This is in view of the changes that was made to the Insurance Act 18, 2007.
Schedule 10: Death Benefit on Qualifying Spouse's Life	Clause 10.1 – Application of Schedule	This clause is added to qualify that the benefits under this Schedule do not apply to CAL.
Schedule 12: Accident Benefit	Clause 12.20 – Deductions and Unclaimed benefits	The reference to deductions from benefits is removed from the heading and in the clause, any deductions are no longer permitted. This is in view of the changes that was made to the Insurance Act 18, 2007.
Schedule 13: Funeral Benefit	Heading and references	'Funeral Aid benefit' is amended throughout the policy to 'funeral benefit' in accordance with a benefit naming convention Sanlam held a short while ago.
Schedule 13: Funeral Benefit	Clause 13.1 – Definitions, a definition of "Beneficiary" is included.	Sanlam Group Risk has updated the group insurance policy containing the necessary provisions to ensure compliance with the definition of "beneficiary" in the Insurance Act 18, 2007.
Schedule 13: Funeral Benefit	Clause 13.3(2) – Participation of Family Members	The cessation is not considered to be sufficient in light of the COVID-19 scenario and TCF, and it has therefore been decided to extend the Family Members insurance cover up to midnight on the last day of the month in which the Insured died.

Schedule 13: Funeral Benefit	Clause 13.4(3) – Benefits before or on the Normal Retirement Date	A further provision is added to clarify that while the Insured is absent owing to ill-health, the monthly premium remains payable for the funeral insurance.
Schedule 13: Funeral Benefit	Clause 13.7 – Payment of death benefit	Sanlam Group Risk has updated the group insurance policy containing the necessary provisions to ensure compliance with the definition of “beneficiary” and to remove any form discretion in line with the Insurance Act 18, 2007.
Schedule 13: Funeral Benefit	Clause 13.8(3) – General Exclusions	The previous sub-clause 13.8(3) becomes sub-clause 13.8(4) and a new sub-clause 13.8(3) is added to provide further protection for the Insurer where an employee has an option to join the Fund but only does so after 3 months have passed.
Schedule 14: Accident Booster Benefit	Clause 14.1 – Definition of As a result of an Accident	This is a cosmetic change. In par (e) of the definition of “As a result of an accident” the word ‘months’ is amended to ‘MONTHS’ because it has the meaning as defined in Schedule 1 of the policy.
Schedule 14: Accident Booster Benefit	Clause 14.3(1) - Exclusions	This sub-clause is amended just to simplify understanding.
Schedule 15: Universal Education Protector Benefit	Clause 15.1 – Application of Schedule	This clause is added to qualify that the benefits under this Schedule do not apply to CAL and ABSA.
Schedule 15: Universal Education Protector Benefit	Clause 15.3(1) - Benefit	This sub-clause is amended to change ‘the date he/she turns 65’ to ‘the last day of the month in which he/she turns 65’ because that is how the Insurer applies this benefit.
Schedule 16: Salary Refund Benefit	Clause 16.1 – Application of Schedule	This clause is added to qualify that the benefits under this Schedule do not apply to CAL and ABSA.
Schedule 17: Medical Aid Premium Waiver Benefit	Clause 17.1 – Application of Schedule	This clause is added to qualify that the benefits under this Schedule do not apply to CAL and ABSA.
Schedule 18: Option to apply for Individual Death and Lump Sum Disability Insurance on own life	Clause 18.2, 18.3, 18.8 and 18.9	Conversion Option application period is changed from 2 months to 60 days. This is in line with the

		business process that was agreed and communicated with SPF.
Schedule 19: Option to apply for Individual Income Disability Insurance on own life	Clause 19.2 and 19.7	Conversion Option application period is changed from 2 months to 60 days. This is in line with the business process that was agreed and communicated with SPF.
Schedule 20: Option to apply for Individual Insurance on Qualifying Spouse's Life	Clause 20.1 – Application of Schedule	This clause is added to qualify that the benefits under this Schedule do not apply to CAL.
Schedule 20: Option to apply for Individual Insurance on Qualifying Spouse's Life	Clause 20.3 and 20.8	Conversion Option application period is changed from 2 months to 60 days. This is in line with the business process that was agreed and communicated with SPF.
Schedule 21: Absence from Service	Clause 21.2(1) – Absence with Employer's consent	The last paragraph regarding absence being deemed to be with the Employer's consent if it is to take part in a strike that is protected by the Labour Relations Act is made subject to the 'general exclusions' clauses in the relevant Schedules regarding participation in strikes.
Schedule 21: Absence from Service	Clause 21.4(2)(c) - Insured in receipt of an Income Continuation Benefit	Included the reference to the Universal Education Protection Benefit. This benefit continues while the Insured is in receipt of an income continuation benefit.
Schedule 24: Premium Rates	Clause 24.5(2), (3) and (4) – Premium rates	These sub-clauses are amended to make it clear that premium rates revised on review date are also guaranteed for 31 days in line with Policyholder Protection Rules.
Schedule 24 – Cancellation of Employer's participation	Clause 25.2(1), 25.2(2) and 25.2(4) - Cancellation	The sub-clauses are amended by replacing 'one month's' with '31 days' in line with the Policyholder Protection Rules.
Schedule 24 – Cancellation of Employer's participation	Clause 25.2(5) - Cancellation	This sub-clause is inserted to protect the Insurer against the risks outlined in paragraphs (a) and (b).
Schedule 26 - Miscellaneous	Clause 26.5(1) and 26.5(2) – Alterations to the Policy	The sub-clauses are amended by replacing 'one month's' with '31 day's' in line with the Policyholder Protection Rules.
Schedule 26 - Miscellaneous	Clause 26.11 - Interest on Late Payment	The clause is deleted from the policy. Removing it from the policy gives the Insurer discretion on the basis in which interest will be payable in the event

		of late payment of claims, the process to be followed in such an instance and the rate of the interest payable.
Schedule 26 - Miscellaneous	Clause 26.11: Fraud and Dishonesty	This is a new clause which was added. This clause sets out the manner in which a claim will be dealt with, in the event it is found that a claim is based on fraud, dishonesty, etc.