

## **General terms and conditions**

### **Interpretation**

- The terms and conditions in this policy, together with terms and conditions stipulated in the policy schedule form the basis of the policy agreement concluded between the product supplier and the principal member.
- The headings and questions in respect of the terms and conditions set out here are for ease of reference only and must not be taken into account for purposes of the interpretation of this policy. You need to read the heading and entire clause to understand the full meaning.
- Where the context so requires:
  - words and expressions importing one gender includes the other gender;
  - words and expressions denoting the singular includes the plural and vice versa;
  - a reference to any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment or legislative measure of government (including local or provincial government), statutory or regulatory body which has the force of law, means the relevant enactment or legislative measure as at the commencement date or reinstatement of cover date and as amended or re-enacted from time to time;
  - a reference to a party includes a reference to that party's successors in title and assigns allowed in law.
  - If any period is referred to in this policy by way of a reference to a number of days or weeks or months or other intervals, the period shall be reckoned exclusive of the first day and inclusive of the last day of the relevant interval, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding business day.
  - If amounts or figures are specified in numerals and in words and if there is any discrepancy between the numerals and the words, then the words shall apply.

### **Contract of insurance**

In return for your payment and the receipt and acceptance of your premium, your product supplier will provide insurance cover according to the terms of your policy during the period shown in your policy schedule. Your policy schedule highlights the specifics of your insurance cover and the terms and details therein are very important. Please check this document carefully and let your product supplier know should you have any concerns or queries by contacting the Client Services department (**contact our call centre on 086 101 7459**).

## **Contract duration**

Cover under this contract will begin on the commencement date or reinstatement of cover date, as reflected in your policy schedule, provided the principal member has paid the first premium.

The contract will remain in force until the end of the benefit term as stated in your policy schedule.

The policy is a whole life policy and cover in terms of this policy will cease in respect of all members and come to an end in the event of:

- the death of the principal member or after expiry of the premium waiver period (if applicable), where the option to continue the cover has not been exercised. If the principal member's claim is declined, the continuation option may still be exercised.

- the failure by the principal member to pay the premiums in terms of this policy on the due date, and the failure to remedy the situation within the grace period, being a period of

**31 (thirty-one)** days of the due date thereof; or

- the principal member residing outside of the Republic of South Africa for a continuous period exceeding **60 (sixty)** days, without the prior written approval of the product supplier.

The insurance cover in respect of additional members shall cease in the event of:

- the death of such member;

- the payment of the benefits in respect of such member in terms of this policy; or

- such member residing outside of the Republic of South Africa for a continuous period exceeding **60 (sixty)** days, without the prior written approval of the product supplier; or

- such member as a dependent child of the principal member, other than a mentally or physically disabled child, reaching the age of **21 (twenty-one)** years.

## **Payments**

Premiums as indicated in the policy schedule (and amended from time to time in terms of this policy agreement, are payable monthly in advance on or before the first business day of each month for which insurance cover is granted, without deduction or set-off, for the duration of the policy.

Premiums shall be payable by way of debit order to the product supplier or its nominated representative in order to secure the benefits payable in terms of this policy.

In accordance with the provisions of Rule 15A.1 of the Long-Term Insurance Act Policy Protection rules 2017, if a premium payable in terms of this policy is not paid to the product supplier on the due date thereof, or the period of grace, being a period of 31 days from the due date, the cover in respect of the member shall be suspended.

### **Annual premium escalation and premium guarantee period**

The premiums payable in terms of this policy will automatically and on a compulsory basis escalate annually by the percentage as stipulated in the policy schedule. The first premium escalation will be implemented on the first policy anniversary date and on every policy anniversary date thereafter.

Please refer to your policy schedule for the annual premium escalation, premium guarantee period and revision details applicable to your specific cover package (if applicable).

In addition to the compulsory annual premium escalation, the Statutory Actuary shall at all times be entitled to review the premiums payable and may increase the premiums in terms of the policy by way of 1 (one) month written notice to the principal member, prior to the increase being affected.

Should the principal member fail to pay such additional premiums, the product supplier may adjust the benefits payable under the policy.

The premiums payable in terms of this policy shall be guaranteed for such period stipulated in the policy schedule, calculated from the Commencement date of the policy until the first policy anniversary date.

### **Reinstatement**

Should your contract no longer be in force, your product supplier may reinstate your contract at your request. Your product supplier reserves the right to review and underwrite the policy terms and conditions on reinstatement and assess whether to reinstate the cover. The new terms and conditions will be set out on the website and policy schedule and new waiting periods and limitations may be applied from the effective date of reinstatement.

### **Cancellation**

If you decide to cancel your policy, please contact RFA Funeral Services Pty Ltd. The contract will become invalid and your product supplier will not be liable for any benefits after the cancellation date. Furthermore, your product supplier will not refund premiums already paid as you will have already enjoyed cover. Unless you cancel the premium in the cooling off period which is 31 days then the first premium will be refunded.

Your product supplier will cancel the contract if:

- the benefit term expires;
- they fully discharge all their contractual obligations;
- the principal member dies and the continuation option is not selected; or
- payment is not received within 31 (thirty-one) days of the normal deduction date.

If your premium is not received, the product supplier will endeavour to collect the arrear premiums;

However, your cover will be suspended during this time until the premium has been received. The product supplier will inform you in writing and via SMS should your premium remain unpaid, as well as inform you of the process to recover your outstanding premiums.

To ensure that your cover remains in force, you are encouraged to have the money available in your account as soon as possible. This will allow the product supplier to recover your outstanding premiums, via a variable deduction date recovery process, in the month following non-payment as soon as you have the funds available in your account. Should the product supplier still fail to receive payment, the policy may be cancelled. Premiums already paid to date will not be refunded.

## **Claims**

Claims for benefits in terms of the policy must be submitted in writing to the product supplier in accordance with the terms of this policy agreement.

Note: These requirements may not be the only requirements. The claims department will assist and advise you of all requirements needed to assess your claim.

- All costs incurred in proving a claim shall be for the account of the claimant.
- All valid claims will be paid out within 48 (forty-eight) hours after the product supplier has received all the required documents stipulated above. (Or whatever your premium indicates)
- In accordance with the Policyholder Protection Rules, RFA Funeral Services will within two business days after receiving all the required documents in respect of a claim, assess and validate the claim.

In the event of a dispute on the claim, RFA Funeral Services will have an additional 14 business days to further investigate the claim.

- The product supplier will not pay or be liable for a claim unless the principal member or the nominated beneficiary:
  - complies with requirements for notification and lodgement of its claim for benefits;
  - notifies the product supplier of its claim in writing and institutes the claim with the product supplier in the prescribed manner within 6 (six) months (180 calendar days) from the date of the occurrence of the insured event. In the event that the product supplier rejects a claim or disputes the amount of the claim, the principal member or nominated beneficiary may make representations to the product supplier within a period of 90 (ninety) days after receipt of the product supplier's notification of rejection or dispute of the claim.
- The product supplier shall be entitled to apply set-off against any benefits payable and any outstanding premiums or other amounts payable to the product supplier by the principal

member. In the event that the product supplier is not able to apply set-off, the product supplier shall be entitled to deduct any such amounts outstanding from the benefits payable.

- No claims of whatsoever nature shall be instituted or entertained in terms of this policy after the date of cancellation or termination of the policy, unless the insured event giving rise to such claim occurred prior to the date of cancellation.
- The product supplier reserves the right to cancel the cover and declare all premiums paid as forfeited, should there be evidence of or an attempted submission of a fictional claim, fraud or misrepresentation.

### **Disputed claims**

Your product supplier will provide notice within a reasonable period after receipt of the claim, advising the principal member or nominated beneficiary whether the claim is accepted or rejected or whether the amount claimed is in dispute. The notice will contain the reasons for the dispute or rejection.

The principal member or nominated beneficiary is granted 90 (ninety) days to make representations to the product supplier about their decision on the claim. Your product supplier will respond to the representations within 10 (ten) days of receipt. Representations must be made in writing. Should the product supplier confirm their decision to reject or dispute the claim amount, the principal member or nominated beneficiary can either refer the complaint to the Ombudsman for Long-term Insurance or institute legal proceedings against the product supplier within 6 (six) months from receipt of their confirmation.

Your product supplier will calculate all benefits paid on valid claims in relation to total premiums paid to them.

### **Interest payable**

No interest will be accrued or be payable on any payments related to premium refunds, ex gratia (by favour) payments or claim payments due.

### **Policy ceding**

The policy and the rights in terms of the policy may be ceded only to a registered South African bank. The policy may not be ceded to any other person or institution.

### **Country of residence**

All members in terms of this policy must be citizens of the Republic of South Africa with effect from the commencement date or reinstatement of cover date. Benefits will not be paid in respect

of a member who is a permanent resident in a foreign country and who does not have a South African identity document.

### **Governing law and currency**

All payments to the product supplier in respect of this policy must be made in the currency of the Republic of South Africa and any question of law arising under this policy shall be decided in accordance with the laws of the Republic of South Africa.

All benefits payable in terms of this policy shall only be paid into a South African bank account.

### **True and complete information, material misrepresentation, or non-disclosure**

Your product supplier can only assess and accept risk if you supply them with complete and truthful answers before the policy commencement date or reinstatement of cover date or effective date of change. If they find that information provided to them was incorrect or certain details were withheld, either at application stage or at a time when changes were made to the policy, and this information is in their opinion, material to the assessment of the risk, they may repudiate your claim, repudiate future claims or cancel the policy. In such a case, your product supplier will not refund the premiums already paid to them and they may recover any amount already paid to you for claims that relate to the misrepresentation or non-disclosure.

### **Material information**

Information is material if a reasonable person would consider that the particular information should have been correctly disclosed to your product supplier by the principal member so that they could form their own view as to the impact of that information in assessing the relevant risk. The principal member must supply this kind of information before the policy commences; when any changes are made to the policy; or when the product supplier should be notified of any changes. Your product supplier will use the information to determine whether to accept the risk or any special conditions that may be applied.

### **Duty of disclosure**

You must fulfil your duty of disclosure by making a fair presentation of the risk proposed for insurance.

The duty of disclosure should be sufficient to draw your product supplier's attention in such a way that they can decide whether they require further information before taking up the cover.

### **Fraudulent or deliberate acts**

Your product supplier will terminate the contract and reject the claim if:

- any claim under this policy is in any respect fraudulent;

- it is found that fraudulent means or false information was used to benefit from the cover granted;
- you knowingly allow anyone acting on your behalf to provide false information to obtain a benefit; or
- you deliberately and wilfully conspire to cause, aggravate or accelerate the illness or accident that gives rise to a claim.

Your product supplier will make no refunds for premiums already paid and may initiate legal proceedings against the defrauding party.

### **Other general terms and conditions**

- The policy does not accumulate cash or surrender value and may not be converted into a paid up policy. The product supplier specifically determines that no loans will be allowed in terms of this policy.
- No latitude, extension of time or other indulgence which may be given or allowed by either party to the other in respect of any payment provided for in the policy or the performance of any other obligation shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of or otherwise affect any of the third party's rights in terms of or arising from this policy, or prevent such party from importing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

### **Language**

Your product supplier communicates with its clients in English over the telephone and in writing. All explanations and communications conducted in another language are merely for the client's convenience and to aid understanding. Should any discrepancy arise in interpretation and/or understanding, the English version of the policy documents will take precedence.