

# POLICY WORDING



## About this Funeral Policy

This **Funeral Policy** is designed to provide a once-off cash payment in the event of death of the Insured Person as set out in the Policy Schedule, provided that the monthly Premium has been received in advance.

The laws of the Republic of South Africa shall govern the validity and interpretation of this agreement. We further respect your privacy and take great care to protect the confidential information you give us; we will deal with it in a lawful manner. We will not share your Personal Information with any third party except if it is required to do so in the ordinary course of business, or where required by law, or with your consent. For more information please refer to our POPIA Manual on [www.kga.co.za](http://www.kga.co.za).

## Your Policy

The following documents and information form part of your Funeral Policy and must be read together as one document:

### The information you provided when you applied for the Funeral Policy

This refers to any and all information provided, whether over the telephone, electronically or in paper format. This forms the basis of your contract and you warrant that the information provided is accurate, true and complete. The Policy however shall not be invalidated on account of any incorrect statements made in good faith unless the incorrectness of such statement, in the opinion of the Insurer, is of such a nature as to likely have materially affected the assessment of the risk of your Policy at the time of issue thereof.

It is the responsibility of the Policyholder to let the Insurer know if any of his circumstances change as this could affect the outcome of a potential Claim and/or invalidate a Policy and its benefits.

### Policy Schedule

This sets out the details of the person who is insured, the Commencement Date, the Policy Benefits, details of the nominated Beneficiary(ies), the Premium payable and the most prominent terms and conditions.

### Policy Wording

The terms, conditions and exclusions are outlined in this document. This is a plain language document, ensuring that it is easy to read and conveys the details of your Policy in the clearest possible way.

## Definitions

- Accident:** means a sudden and unforeseen event occurring at an identifiable place and time, which has a visible, violent or external cause, and results in the death of the Insured Person.
- Beneficiary(ies):** means the person(s) nominated by the Policyholder to whom the cover amount and other benefits, as recorded in the Policy Schedule, is paid to upon the death of the Insured Person.

- Claim:** means, unless the content indicates otherwise, a demand for benefits under a Policy by a claimant.
- Commencement Date:** means the date when the Policy takes effect as recorded in the Policy Schedule.
- Dependent:** means a qualifying spouse or child.
- Extended Family:** means a person(s) in the age group 0-64 years who do not form part of the main family and who is nominated as an Extended Family member by the Policyholder.
- Insured Person:** means the person(s) accepted for cover under this Policy as recorded in the Policy Schedule.
- Natural Death:** means a death that occurs from natural causes such as disease or old age, rather than from an act of violence or injury sustained as a result of an Accident.
- Personal Information:** means Personal Information as defined in the Protection of Personal Information Act 4 of 2013.
- Policy:** means the contract between the Policyholder and the Insurer as set out in the Policy Schedule and the Policy Wording and which is governed by the laws of the Republic of South Africa.
- Policyholder:** means the person for whom an application for insurance has been approved by the Insurer and who is the contract owner as recorded in the Policy Schedule.
- Premium:** means the total monthly payment payable to maintain the benefits under this Policy.
- Premium Payer:** means the party specified in the Policy Schedule who is responsible for the payment of the Premium. The Payer is only permitted to change payment related information.
- The Insurer:** means KGA Life Limited, a Licensed Life Insurance Company and an authorized Financial Services Provider (FSP15980).
- Waiting Period:** means the initial period of membership for which no sum assured is payable by the Insurer in respect of a Claim. The respective Waiting Periods are set out herein below.

### **Who can be covered**

Participation is open to any healthy person between the ages of 18, up to and including the age of 64 (for ages 14 to 17 written consent from a guardian is required), on condition that the prospective Policyholder and all other Insured Persons meet all the entry requirements as determined by the Insurer. The Policyholder has the right to designate a Beneficiary and make changes to that designation at any time. The Policyholder must also specify who should be covered as Insured Persons.

The Insured Person(s) must be ordinarily resident in the Republic of South Africa. For the purpose of the Policy, ordinarily resident means the Insured Person resides in the Republic of South Africa and regards it as his or her permanent home. The Policyholder must inform the Insurer in writing if an Insured Person(s) leaves the country for a consecutive period of more than three months.

The Policy cannot be transferred to another person, and no reserves are built up under this Policy.

The Policyholder, as well as the following persons can be covered:

- A Qualifying Spouse (seen as Dependent)
- Qualifying child (seen as Dependent)
- Extended Family members

### Qualifying Spouse

In relation to the Policyholder, means the person with whom he/she is joined in marriage and is limited only to the first 2 (two), and includes:

- a person married to the Policyholder by law, tribal custom or under the tenets of any religious marriage, provided the person is specified on the application form, or
- the member's common-law spouse(s) and any person who cohabits with the member as husband or wife, provided the person is specified on the application form.

The following further provisions apply:

- The Insurer shall not consider any Claim(s) for a qualifying spouse unless they are nominated on the application form or by way of an amendment form, as a Dependent, whichever is satisfactory to the Insurer in its sole discretion.
- A Policyholder may elect to rather cover his second spouse as Extended Family, in which case an additional Premium will be due.
- Should a Policyholder however have more than 2 (two) spouses, the third spouse must be covered under Extended Family.
- Where couples divorce, cover will terminate on the date of the divorce decree.

### Qualifying Child

In regard to a Policyholder means a biological child or a qualifying spouse's biological child and also includes a posthumous child, a child born out of wedlock, a stepchild, adopted child, a stillborn child and foster children, but excludes married children and children no longer financially dependent on their parents for maintenance.

#### a. Dependent children:

- Unmarried children under the age of 21 and financially dependent on their parents, are covered.
- Cover for the above is extended up to, but not including, age 26 if the child is a full time (not part time) student, at a recognized educational institution.

**b. Physically or mentally disabled children:**

- Cover for physically/mentally disabled children who qualify as Dependants and are dependent on their parents will be covered under the family Policy until the age of 25 (irrespective whether they receive a grant).
- No further cover will be enjoyed by such children upon turning 26 respectively. Physically/mentally disabled children who do not receive a disability grant will however continue to enjoy cover.

**c. Children under foster care:**

Foster care children, if approved by the Insurer, shall include:

- a legally adopted child for whom a relevant Court Order or other legal documentation has been issued;
- a child for whom the Policyholder cares on a permanent basis, provided that it is the child of direct family who are themselves incapable of caring for such child;
- a child who is not direct family, provided that documentation is provided by the Welfare Department that the Policyholder cares for the child in question on a permanent basis.

**d. Stillborn child**

A stillborn child will be covered under this Policy. Provided that:

- The stillborn child is born after 26 weeks of existence in the uterus and that the foetus showed no life after complete birth;
- Stillborn shall exclude the intentional termination of the life of the child;
- The mother of the stillborn child has to be either the Policyholder or the qualifying spouse;
- Stillborn children shall not be covered under Extended Family.

**When a child turns 21:**

The child will enjoy cover up to and including the last day of the month in which such child has turned 21. The Policyholder shall be required to notify the Insurer within 30 days, which of the following two options are chosen:

- The child may take out his/her own Policy, or
- The child may be transferred to Extended Family and continue to enjoy cover (at an additional Premium). Immediate cover will be granted on condition the transfer is done within 30 days, failing which normal Waiting Periods will apply.

**Extended Family Members:**

- Refers to any other spouse of the Policyholder who has not been nominated as a Dependant on the Policy, as well as grandparents, parents, brothers, sisters, uncles and aunts, nephews and nieces and grandchildren of the Policyholder and/or his/her spouse(s) (all subject to a six month Waiting Period, including children irrespective of their age).
- There is no limit to the number of Extended Family members who may be registered on a Policy.
- Extended Family members and Dependants of Extended Family members must be registered separately (i.e. each member/Dependant will pay a Premium – no family cover allowed).
- Extended Family members may be added at any time.

- The Extended Family member's cover may not exceed that of the member.
- Stillborn babies cannot be covered under Extended Family benefits.
- The Insurer will not require any form of proof of Extended Family members when they register, however, the relationship to the member/spouse must be declared on the application form.
- There is a Premium payable for each registered Extended Family member.

#### Same Sex Couples:

- Same sex couples may be covered, provided that partners are declared at inception of the Policy, or as part of an amendment.
- If there is a change to an existing Policy in that a same-sex partner is added as a spouse after the inception date, either as a movement in category (single to family) or not (already on family cover), the partner being added will be subject to applicable Waiting Periods from the date of the amendment/addition.

#### Cover

- Cover under the Policy is provided on a month-to-month basis and no reserves are built up under the Policy.
- Cover is provided to the Policyholder and any Dependents and Extended Family members nominated by the Policyholder.
- In the event that a Policy is cancelled or lapsed and the Policyholder applies to have the Policy reinstated at a later stage, a new Policy will have to be incepted.

#### Cover Amounts

- Cover may range from R1 000 to R30 000.
- Cover amounts for Dependents are as follows:

Person Insured	Percentage of cover payable
Member/Spouse	100% of member's cover
Children 14 to 20/25 years	100% of member's cover
Children 6 to 13 years	50% of member's cover
Children under 6 years (including stillborn babies)	25% of member's cover

#### Waiting Periods

##### Policyholders with existing funeral policies elsewhere

A Policyholder with an existing Policy elsewhere can transfer to the Insurer with immediate cover on condition that:

- The existing Policy is underwritten by a registered insurance company.
- There is no break in cover.

- The Policyholder is able to prove the last 6 (six) months' Premium payments before inception of a Policy with the Insurer.

### New policyholders

- There is no Waiting Period for accidental death Claims and cover will start on the first day of the month following the receipt of the application form and first payment of the Premium by the Insurer.
- All other covers will start after the relevant Waiting Period has expired and no sum assured under the Policy shall be payable until such time. The following standard Waiting Periods apply to new Policyholders.
  - Natural causes: 6 (six) calendar months from the Policy inception date, provided that you have paid 6 (six) Premiums. The Waiting Period will be extended until we have received six Premiums.
  - Suicide / As a consequence of attempted suicide: 12 (twelve) calendar months from the Policy inception date, provided that you have paid 12 (twelve) Premiums. The Waiting Period will be extended until we have received twelve Premiums.
- If a Spouse, child or Extended Family member is added to the Policy, then a new Waiting Period will apply to that person, calculated from the date on which the person is added to the Policy.
- If the insured amount is increased or additional benefits added, a new Waiting Period will apply to the increase in the insured amount, calculated from the date on which the change was effected.
- Children under the age of 14 (fourteen) will have no Waiting Period in order to enjoy cover. The cover will start on the first day of the month following the date on which the written nomination is received by the Insurer.

Immediate Cover	Six Months	Twelve Months
Policyholders with existing policies transferring to the Insurer, provided Waiting Period has expired. All accidental death Claims	All new Policyholders	Death due to suicide or as a consequence of attempted suicide

### Premiums

- Premiums are payable monthly in advance on or before the 1<sup>st</sup> day of each month;
- Premium amounts are recorded in the Policy Schedule.
- It remains the responsibility of the Policyholder to ensure that the Premiums are up to date;
- Premiums are not guaranteed and can be adjusted by the Insurer with 31' days notice;
- The Policy inception occurs on the 1<sup>st</sup> day of the month following the acceptance of the Policy by the Insurer and the first payment has been received.

- If the Premium, or any part thereof, is not received on the due date. The Policyholder, where applicable, has 15 days grace in which to ensure that the Premium is paid, whereafter The Policy will cancel/lapse.
- Should the full missed Premium not be paid within the 15 day grace period, the Insurer may lapse the Policy from the date on which the missed Premium was due.

## General Exclusions

The Insurer will not provide cover in the event of death arising directly or indirectly from any of the following:

- The Policyholder, Insured Person(s) or a Beneficiaries' involvement in unlawful or criminal activity or activities;
- The Insured Persons deliberate exposure to exceptional danger (except to save a human life);
- Wilful self-injury or where the Insured Person is affected temporarily or otherwise, by alcohol, narcotics, insanity or drugs unless prescribed by a registered medical practitioner and used as prescribed;
- Is a direct or indirect consequence of active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, and civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power;
- Is caused (directly or indirectly) by acts of God, tsunami, cyclone, earthquake and/or landslide;
- Is, in the opinion of the Insurer, a result (directly or indirectly) of a health epidemic;
- The use of nuclear, biological or chemical weapons, or any radioactive contamination; or
- Attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents; or
- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fusion;
- Elective, experimental or cosmetic surgery or any voluntary treatment;

## Claims

- No Claim(s) will be paid if Premium(s) or parts of Premium(s) are outstanding or in arrears, limited by any and all legislative requirements;
- Only Claims submitted within 6 (six) months of the date of death will be considered for payment.
- No Claims will be considered unless documentary evidence, as determined by the Insurer entirely in its own discretion, has been supplied;
- To Claim your benefit, submit the following documents to the Insurer at the following email address [claims@kga.co.za](mailto:claims@kga.co.za) or to an authorised representative of the Insurer:
  - Beneficiary's Identity Document;
  - Insured Persons Identity document;
  - Beneficiary proof of bank details (within the last three months from submission date);
  - Notice of Death
  - A death certificate; and



- Additional documents may be requested at the discretion of the Insurer, depending on the nature of the Claim.
- Claim payments will be made into a South African bank account in Rand. No interest will accrue or be payable on any Claims payments due.
- After payment of the Claim, the Insurer shall be released from all further responsibility regarding the Claim.
- Should the Insurer repudiate the Claim, the claimant may, within a period of 90 days, from date of Claim repudiation, dispute the decision and make a representation against the decision, by addressing written communication directly to the Insurer.

### **Misrepresentation & Fraud**

If the Policyholder or anyone acting on behalf of the Policyholder submits a Claim, or any information or documentation relating to any Claim that is in any way fraudulent, dishonest or inflated, we will reject that entire Claim and cancel your Policy retrospectively to the reported incident date or the actual incident date, whichever date is earliest. All benefits including Premiums paid under this Policy shall be forfeited.

### **Variations, Surrenders or Cessions**

- The Insurer reserves the right to vary the terms and conditions on 31 (thirty-one) Days written notice (by post, email or SMS), unless the Variation is to increase the Policy benefits without increasing the Premium, in which case no notice will be required.
- At the death of the Policyholder with a family Policy, the qualifying spouse will automatically become the Policyholder of the same Policy. The Policy may need to be converted to a different type of Policy, depending on the individual circumstance of the Policy. The onus shall rest with the Policyholder or qualifying spouse to instruct the Insurer to cancel the funeral Policy if the spouse does not wish to continue with the Policy.
- At the death of the Policyholder without a qualifying spouse, the Policy will cease, Extended Family members may apply for their own policies and if done within 30 days the Policy will be registered with immediate cover, or the balance of the remaining Waiting Period, whichever applies.

### **Indulgence, Leniency or Extension**

No, indulgence, leniency or extension of time which the Insurer may grant or show to the Insured Person, shall in any way prejudice the Insurer, or preclude the Insurer from exercising any of their rights in the future.

### **Optional additional benefit – Xmas Box**

An annual payment of R1000 (one thousand Rand) is payable to the main member of the policy. The annual payment of the benefit is an annuity benefit based on the main member surviving a specified period and will also be paid on a specified time, which is the same time each year, subject to the following conditions:

- The policy being an active policy at the time of payment of this benefit;
- 12 (twelve) premiums must be received during the bonus calculation period;
- All premiums due on the policy are paid up to date.

Should any one of the above conditions not be met, you will not qualify for this benefit.

## Disclosure Notice

### Your Insurer

Business Name: KGA Life Limited  
Registration number: 1998/023657/06  
Physical address: First floor, Unit 109, Bosman's Crossing Square, 2 Distillery Road, Stellenbosch  
Telephone: 021 944 6300  
Web: [www.kga.co.za](http://www.kga.co.za)  
FAIS registration: FSP 15980

KGA Life Limited is authorised to render financial services for Long-term Insurance: Category A

### Professional Indemnity and/or Fidelity Cover:

KGA Life has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.

### Compliance Officer

Moonstone Compliance 021 883 800

### Complaints Details

Email: [compliance@kga.co.za](mailto:compliance@kga.co.za)

### Conflict of Interest

KGA Life Limited has a conflict-of-interest management Policy in place and is available to clients on the website.

### Treating Customers Fairly

The Insurer has a TCF Policy, structured according to the applicable guidelines, to ensure that the Insurer consistently delivers fair outcomes to our clients and enhance the service quality to clients. The TCF Policy is available on request.

### POPIA

The Insurer abides by strict principles in relation to processing of Personal Information. The principles are available at: <https://www.kga.co.za/legal>

### Waiver of Rights

During the course of giving advice or rendering intermediary services, no provider may request or induce you to waive any right or benefit conferred on you by, or in terms of, any provision of the FAIS Act and / or any of its subordinate legislation.

### Warning

Do not sign any blank or partially completed application form. Complete all forms in ink. Keep notes of what is said to you and all documents handed to you. Where applicable, call recordings will be made available to you. Don't be pressurised to buy the product. You have the right to refuse the offer of this insurance.

### Particulars of the Long-Term Ombudsman

(For claims/service-related matters)

Postal address: Private Bag X45, Claremont, Cape Town, 7700  
Telephone: +27-21- 657- 5000 / 0860 103 236  
Email address: [info@ombud.co.za](mailto:info@ombud.co.za)

### Particulars of the Registrar of Long-Term Insurance

Postal address: PO Box 35655, Menlo Park, 0102  
Telephone: +27-12- 428-8000  
Email address: [info@fsc.co.za](mailto:info@fsc.co.za)

### Particulars of FAIS Ombudsman

Postal Address: PO Box 74571, Lynnwood Ridge, 0040  
Telephone: +27- 12- 470- 9080  
Email address: [info@faisombud.co.za](mailto:info@faisombud.co.za)

**KGA Life Limited is a Licensed Life Insurer and authorised Financial Services Provider (FSP15980)**