

## GENERAL TERMS & CONDITIONS

### GENERAL

1. Words importing the singular shall include the plural and vice versa; words importing a gender shall include the other gender.
2. If any provision in the definitions below is a substantive provision conferring rights or imposing obligations on any party to a Policy, notwithstanding that such provision is only contained in this clause, effect shall be given thereto as if such provision were a substantive provision in the body of a Policy.
3. Headings are for convenience only and shall not be considered for interpretation of these terms.

### DEFINITIONS

4. The words and expressions below shall have the following meaning attached to them:
  - 4.1. **“Child”** means the Principal Insured’s natural children, legally adopted children and stepchildren. A stillborn Child is included under this definition provided that there are at least 26 (twenty-six) 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.
  - 4.2. **“Claim”** means, unless the context indicates otherwise, a demand for benefits under a Policy by a Claimant
  - 4.3. **“Dependant”** means a qualifying spouse or child.
  - 4.4. **“Exclusions”** means losses or risk events not covered under this Policy;
  - 4.5. **“Extended family”** means a person(s) in the age group 0 to 90 years who do not form part of the main family and who are nominated as an extended family member by the policy holder or main member of a policy, with a premium payable for each registered extended family member.
  - 4.6. **“Main family”** means refers to a policyholder or main member and his dependants, excluding extended family members.
  - 4.7. **“Main member”** means a person for whom an application for membership has been approved by KGA Life.
  - 4.8. **“Personal Information”** means personal information as defined in the Protection of Personal Information Act 4 of 2013
  - 4.9. **“Principal Insured”** means the South African permanent resident who is over the age of 14 (fourteen) years but not yet 85 (eighty-five) years of age, who has applied for insurance which has been accepted by KGA Life;
  - 4.10. **“Qualifying spouse”** means the person with whom the main member is joined in marriage, including tribal law or custom and common-law spouses.
  - 4.11. **“Waiting period”** means the initial period of membership for which no sum assured is payable by KGA Life in respect of a claim. The respective waiting periods are set out herein below.

### OPERATIVE CLAUSE

5. This is a funeral policy, and the cover is payable on the death of the person(s) insured on the policy.
6. In return for the timeous and prior payment of the required monthly premium by the Principal Insured and receipt thereof by KGA Life and subject to the terms of the Policy, on the death of the person(s) insured on the policy, KGA Life will pay the benefits to the Nominated Beneficiary.
7. The information in the application form provided by the Principal Insured shall form the basis of a policy and it is warranted by the members that such information is accurate, provided however, that a policy shall not be invalidated on account of any incorrect statement made in good faith unless the incorrectness of such statement, in the opinion of KGA Life, is of such a nature as to be likely to have materially affected the assessment of the risk under a policy at the time of issue thereof.

## **PARTICIPATION AND PREMIUMS**

8. Participation is open to any healthy person between the ages of 18 up to and including 65 years (for ages 14 to 17 written guardian consent is required), on condition that the prospective underlying policyholder or main member (and his dependants/ extended family members) meet all the entry requirements as determined by KGA Life in order to qualify for funeral insurance. For persons aged 66 to 90, special conditions- and underwriting rates will apply and will be specified separately.
9. Premiums are payable monthly in advance on or before the 1st day of each month.
10. Premiums are not guaranteed and can be adjusted by KGA Life with 31 days' written notice.
11. The entry date of the policy is on the 1st day of a month following the acceptance by KGA Life of the underlying policyholder or main member's application form and payment of the first premium.

## **COVER**

12. Cover under the policy is provided on a month-to-month basis and no reserves are built up under the scheme.
13. Cover is provided to the main member and any dependants and extended members nominated by the underlying policyholder or main member.
14. The cover of a dependant up to the age of 14 years, nominated by the underlying policyholder or main member after the start of the policy, will start on the first day of the month following the date on which the written nomination is received by KGA Life.
15. When an underlying policyholder or main member increases his cover and/or the cover of extended members, the increased cover amount will be subject to the relevant waiting period before the increased cover starts.
16. If an underlying policyholder or main member's cover ceases and the underlying policyholder or main member applies to reinstate the policy at a later stage, the same conditions as for a new policy will apply.
17. A child is covered as follows:
  - 17.1. Unmarried and under the age of 21 years;
  - 17.2. Unmarried, under the age of 26 years and a full-time student at a recognised education institution approved by SAQA, or an official institution of similar function; or
  - 17.3. A child who is physically or mentally disabled, does not receive a grant, and who is dependent on his parents.
18. An underlying policyholder or main member who is not legally married may enjoy family cover only if all relevant information is provided on the application form at inception, or after the entry date with an amendment form.

## **WAITING PERIODS**

19. Cover 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 underlying policyholders or main members:
  - 19.1. Natural causes: Six (6) calendar months for underlying policyholders or main members of all ages.
  - 19.2. Suicide/ attempted suicide: Twelve (12) calendar months.

## **CLAIMS**

20. No claims will be paid if premiums or parts of premiums are outstanding or in arrears, limited by any and all legislative requirements;
21. Only claims submitted within six (6) months of the date of death will be considered for payment.

22. No claims will be considered unless documentary evidence, as determined by KGA Life entirely in its own discretion, has been supplied. To claim your benefit, submit the following documents to KGA Life at the following email address [claims@kga.co.za](mailto:claims@kga.co.za) or to an authorised representative of KGA Life:
  - 22.1. A KGA Life claim form;
  - 22.2. Beneficiary's Identity Document;
  - 22.3. A death certificate; and
  - 22.4. Additional documents may be requested at the discretion of KGA Life, depending on the nature of the claim.
23. KGA Life shall not consider any claims for common-law spouses or spouses married by tribal custom or under the tenets of any religious marriage, unless they are nominated on the application form or by way of an amendment form as a dependant, whichever is satisfactory KGA Life, in its sole discretion.
24. The calculation of the claim benefit: The spouse and children aged 14 years and older qualify for the full cover amount, children under 6 years of age qualify for 25% of the cover amount and children aged 6 to 13 years qualify for 50% of the cover amount.
25. After payment of the claim, KGA Life shall be released from all further responsibility regarding the claim.

#### **VARIATIONS, SURRENDERS OR CESSIONS**

26. KGA Life 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.
27. A Policy may not be assigned or transferred.
28. A Policy does not accrue a surrender-, loan- or paid up value.
29. At the death of the underlying policyholder or main member of a family policy, the qualifying spouse will automatically become the policy holder and main member of the same policy, which will be converted to a single policy (if the qualifying spouse is aged 65 or younger) or an individual policy (if the qualifying spouse is aged 66 and older). The onus shall rest with the underlying policyholder, main member or qualifying spouse to instruct KGA Life to cancel the funeral policy if the spouse does not wish to continue with the policy.
30. At the death of the main member without a qualifying spouse where the policy will cease, extended 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.
31. Funeral cover under the policy will terminate in the on one of the following events:
  - 31.1. At the death of the underlying policyholder or main member.
  - 31.2. When the monthly premium is not received by KGA Life.
  - 31.3. When the underlying policyholder or main member cancels any life assured with KGA Life.
  - 31.4. When the underlying policyholder or main member cancels the policy with KGA Life.

#### **MISREPRESENTATION & FRAUD**

32. A Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured of any particular which is material to KGA Life's assessment of the risk, in which event any and all premiums so paid or payable shall be forfeited to KGA Life.
33. It is the responsibility of the Insured to let KGA Life know if any of his circumstances change and where this could affect the outcome of a potential Claim and/or invalidate a Policy and its benefits.
34. If any Claim under a Policy is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefits under a Policy, all benefits including premiums paid under this Policy shall be forfeited.

35. In addition, in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Principle Insured of any particular material or information to the assessment of the risk, all benefits including premiums paid under a Policy shall be forfeited.

#### **GENERAL EXCLUSIONS**

36. Stillborn children shall not be covered under extended family.
37. Notwithstanding any other provision to the contrary in the policy, KGA Life will not be liable to pay any benefit or claim under a Policy if the claim for a benefit arises directly or indirectly from, or as a consequence to or from, resultant from or traceable to:
- 37.1. is caused (directly or indirectly) by acts of God, tsunami, cyclone, earthquake and/or landslide;
- 37.2. is, in the opinion of KGA Life, a result (directly or indirectly) of a health epidemic, in the discretion of KGA Life;
- 37.3. 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;
- 37.4. is a direct or indirect consequence of:
- 37.4.1. The use of nuclear, biological or chemical weapons, or any radioactive contamination;  
or
- 37.4.2. 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
- 37.4.3. the members or member's dependants or member's nominated beneficiaries' involvement in unlawful activity or activities;
- 37.5. suicide or attempted suicide (this exclusion only applies for the first 12 (twelve) months following the Commencement Date);
- 37.6. 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;
- 37.7. the Insured's deliberate exposure to exceptional danger (except to save human life) or the Insured's own criminal act;
- 37.8. wilful self-injury or where the Insured is affected temporarily or otherwise, by alcohol, narcotics, insanity or drugs, unless the latter is administered by or prescribed by or taken in accordance with the instructions of a registered medical practitioner (other than himself where the Principal Insured is such a registered medical practitioner).

#### **XMAS BOX / CASH BACK BENEFIT**

38. If your policy includes the Xmas Box or Cash Back benefit, KGA Life will pay R 1 000 in December (for Xmas Box) and upon annual policy anniversary (for Cash Back) each year, for the duration of the policy, to the main member of the policy, provided that the following conditions are met:
- 38.1. The main member is alive at the time of the pay-out, meaning that no claim event has taken place on the life of the main member.
- 38.2. The policy is active and 12 full consecutive premiums were paid during the pay-out calculation period (12 months).

#### **JURISDICTION AND GOVERNING LAW**

39. The laws of the Republic of South Africa shall govern the validity and interpretation of this Agreement.

#### **INDULGENCE, LENIENCY OR EXTENSION**

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

#### **PROCESSING AND PROTECTION OF PERSONAL INFORMATION**

41. The Principal Insured acknowledges and consents to KGA Life processing his Personal Information:
  - 41.1. to enter into the Policy and for purposes of administering this Policy and complying with his instructions;
  - 41.2. for the purposes of the prevention and detection of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities; and
  - 41.3. for any other purpose require by law.
42. The Principal Insured has the right to access his Personal Information held by KGA Life, during office hours and within a reasonable time after receiving such a written request for access.
43. KGA Life may transfer its rights or obligations under the Policy to a third party without the Principal Insured's consent and without notice. In such event, the third party will then process the Principal Insured's Personal Information.

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## **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.

### **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**

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

### **POPIA**

KGA Life 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 waiver 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@fsca.co.za](mailto:info@fsca.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)