



1Life

Changing Lives

FUNERAL COVER POLICY BOOK

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Your policy documents

Your policy documents

Please read your policy book carefully so that you understand what you are paying for, especially any restrictions, waiting periods and exclusions. Check that the information on your policy schedule is correct. To make corrections or general enquiries, kindly refer to the **Client Services** department whose contact details are on the inside back cover.

The contract between you and your product supplier consists of:

- the policy book;
- the application for cover by telephone, through the website, mobi site or partners;
- their acceptance of your risk; and
- all policy schedules sent to you.

Your policy documents refer to the principal member/owner as you/your, the product provider as your financial services provider and the underwriter or insurer as your product supplier.

For your peace of mind, you will find the following information in your policy book:

- an explanation of funeral insurance jargon;
- descriptions of your product and benefits; and
- our contact details.

This policy includes consent to the sharing of private underwriting and claims information as set out in the standard disclosures made in terms of the Financial Advisory and Intermediary Services Act.

Funeral insurance jargon explained

The phrases defined below are standard terms used in the funeral insurance industry. They appear in your policy book, policy schedule and other documents your product supplier may send you in the future. Each of these has a unique meaning within your contract. To ensure your full understanding of everything in context, please go through the list below before reading the rest of your documents. Please also refer to the specific terms and conditions detailed in your policy schedule.

Accidental death: 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 **member**.

Beneficiary: This person is selected by the principal member and named in the policy to be the person to whom the cover amount is paid to upon the death of the member.

Commencement date: The date on which cover under the contract starts.

Continuation option: This is an option whereby the policy continues to cover the additional members on the policy following the death of the **principal member/owner**.

Financial services provider: The authorised financial services provider that sells the funeral insurance policy to you.

In force: The policy benefits have not expired or been cancelled; premiums are being paid and are up to date.

Insured event: An event which allows a valid claim to be made on the policy.

Member: The person/s named on the policy as the insured and upon whose death the benefits under the policy become payable.

Natural death: Death that occurs from natural causes such as disease or old age, rather than from an act of violence or injury sustained in an accident.

Policy anniversary: The date one year from the commencement/cover start date of the policy, and every year thereafter for the life of the policy.

Principal member: The person who owns the policy; although there may be a different person paying premiums on the policy, the **principal member** is ultimately responsible for the payment of premiums on the policy.

Premium escalation: The percentage amount whereby the premium increases every year from the second policy anniversary.

Premium guarantee period: The length of time for which the product supplier guarantees premiums not to change, other than through compulsory annual premium escalations.

Product supplier: The entity who supplies the funeral insurance policy, in this case 1Life Insurance Limited.

Reinstatement of cover: Cover that has lapsed or cancelled and is then reinstated either by the product supplier or the **principal member**. New or additional terms, conditions and waiting periods could apply to reinstated cover.

Sum assured: The amount of cover that the **member** applied for with the product supplier.

Waiting period: The period after taking out the policy/commencement date during which time premiums are payable but the **principal member** cannot claim certain benefits.

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 details on the inside back cover).

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; or

- 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.

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 in your policy book 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 your product supplier. 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.

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.
- In accordance with the Policyholder Protection Rules, 1Life 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, 1Life 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 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 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.

Your product

The purpose of this policy is to provide insurance to assist the **principal member** and/or the **nominated beneficiary/ies** to cover the costs of the funeral of the members, in the event of their death. This is achieved through the payment of a lump sum amount and benefits as specified in the policy schedule (and amended from time to time).

The principal member

Although the **premium payer** and the **principal member** may be different persons, the **principal member** will be responsible for payment of the premiums in terms of this policy in respect of the members.

Insurance cover for a **principal member** in terms of this policy is available to all persons over 18 (eighteen) years of age subject to such maximum age limitations as specified in the policy schedule.

The members

The **members** are the person/s in respect of whose life this policy for insurance cover is applied for by the **principal member** (as first member) and in whose life the **principal member** has an insurable interest.

Application for insurance cover in respect of **additional members** shall be made by the **principal member** by completing the prescribed application form and if accepted by the product supplier, shall be stipulated in the policy schedule.

The following persons may be covered as members in terms of this policy:

- The **principal member**, spouses and dependent children of the principal member. Only 2 (two) spouses and up to 5 (five) dependent children may be covered in terms of this policy.
- Additional spouses may be included as **extended family members**.
- The **principal member** may apply for insurance cover and the benefits in terms of this policy in respect of additional family members up to a maximum of 9 (nine). These include, but are not limited to, additional spouses, brothers, sisters, brothers-in-law, sisters-in-law, parents, parents-in-law, aunts, uncles and cousins of the **principal member**, such persons being referred to as **extended family members**, in whose life the principal member has an insurable interest and has paid the premium, and upon whose death the benefits applicable to such extended family members as additional members, shall become payable in terms of this policy.

For purposes of this policy a **spouse** means the nominated spouse of the principal member, including a party to a customary marriage concluded in accordance with the applicable indigenous law as well as a union concluded between parties married in accordance with the doctrines of any recognised religion or tradition, as well as a partner to a civil partnership in terms of the Civil Union Act, 17 of 2006, a common law spouse or life partner, provided that such partner, common law spouse or life partner is nominated and that the principal member provides, upon request, satisfactory proof of the permanency of his/her relationship with his/her life partner.

For purposes of this policy **dependent children** means:

- a child of the **principal member** or spouse, under the age of 21 (twenty-one) years including a step-child, a legally adopted child, including a child adopted in terms of a customary adoption under traditions practiced by the people of the Republic of South Africa provided that the

child's natural parents are both deceased, or an adoption under the tenets of any religion practiced by the people of the Republic of South Africa has been undertaken;

- a child, over the age of 18 (eighteen), of the **principal member** being permanently mentally or physically disabled and totally dependent upon the principal member; and/or
- a child of the **principal member** under the age of 25 (twenty-five) years who is a full time student at any university, technikon or tertiary education institution registered in terms of legislation in the Republic of South Africa or such other institution as may be approved in writing by the product supplier, and who is unmarried.

For purposes of this policy:

- **parent(s)** means the natural or adoptive or step-parent(s) of the principal member and **parents-in-law** shall bear the same meaning with respect to the spouse of the principal member;
- **aunt** means the sister of a parent of the principal member and **uncle** shall bear the same meaning with respect to the male gender;
- **cousin** means a dependent child of the uncle or aunt of the principal member.

Cover for still-born children

Funeral insurance in terms of this policy will be provided for still-born children born to the mother who is a principal member (or spouse of the principal member) on the policy. Please refer to schedule for confirmation of this cover.

The following conditions must apply in order for the child to be covered:

- the child must have been born after 27 weeks of pregnancy;
- either show no signs of life or dies of natural causes within 24 hours of birth;
- the death must be documented and confirmed within 24 hours of birth by a qualified, certified medical professional; and
- the death should not be classified as self-inflicted termination as per the Choice of Termination Act 92 of 1996.

The beneficiary

The beneficiary is the person/s entitled to be paid the benefits provided for in terms of this policy upon the death of a member. In the event of a claim, the product supplier will contact the beneficiaries, however, only one beneficiary will be paid out.

For purposes of this policy, the beneficiary shall be either the nominated beneficiary stated in the policy schedule in the event of the death of the principal member, or the **principal member** in the event of the death of any of the additional members.

Continuation option

In the event of the death of the principal member, the first spouse of the **principal member** is entitled to exercise a continuation option whereby the policy continues to provide cover for the **additional members**. This option is also available if the **principal member's** claim is declined for any reason other than fraud or material representation, in which case the policy will be cancelled in its entirety. If there is no first spouse, then the option to exercise the continuation benefit falls to the **eldest additional member** on the policy.

In order to exercise this option, the first spouse (or eldest additional member) must:

- apply in writing within 90 (ninety) days of the death of the principal member or termination of the premium waiver period;
- agree to take over the new premium payments of the policy based on the altered policy profile and shall become the principal member, subject to all the terms and conditions of this policy agreement.

In such an event, the members covered in terms of this policy will continue to enjoy cover and no new waiting periods or exclusions shall be imposed.

The cover granted in terms of this policy will continue pending the exercise of the continuation option. If the continuation option is not exercised within the 90 (ninety) day period, cover in respect of all members will cease, this policy will lapse and no further benefits will be payable in terms of this policy.

This option will only be available if the **principal member** enjoyed continuous and uninterrupted cover under the policy for a period of not less than 6 (six) months immediately prior to his/her death.

Additional benefits

The following benefits are available in terms of this policy, in addition to the lump sum insurance cover payable in the event of the death of a member:

- **Repatriation benefit** provides transportation of the deceased from place of death to the final funeral home closest to the place of burial within the borders of South Africa and adheres to cultural requirements in this respect.
 - One family member may accompany the deceased during transport and accommodation of this member is catered for where relevant.
 - Provides assistance with the legal requirements regarding funeral and claim procedures and advice on obtaining a death certificate and associated documents if necessary.
 - This benefit also provides referrals for the following services (associated costs will need to be covered by the family):
 - referral to reputable funeral parlours for assistance with funeral or cremation arrangements;
 - referral to a pathologist or psychologist if required. Referral for special counselling relating to the loss of a child if required.
 - Any person listed as a life covered under a valid policy qualifies for this benefit.
- **Grocery benefit** to the value stipulated in the policy schedule, payable once a month for a period of 6 (six) months from the date of an approved claim on the life of the **principal member** only.
- **Memorial headstone benefit** to the value stipulated in the policy schedule, payable within 12 (twelve) months from the date of payment of the lump sum benefit in the event of an approved claim on a member over the age of 14 (fourteen).
- **Premium waiver benefit** to the value stipulated in the policy. The benefit becomes available in the event of an approved claim on the life of **the principal member**, for such period as stipulated in the policy schedule to the policy agreement. During this premium waiver period no premiums shall be payable and the cover in respect of the additional members shall remain in force. No alteration to the members, cover amounts or benefits on the policy will be allowed for the duration of the premium waiver period. After termination of the premium waiver period, and if the continuation option is not exercised, the policy and the cover provided in terms thereof, shall lapse and no further benefits will be payable.

Exclusions and limitations

The exclusions and limitations shall be calculated with reference to the **commencement date** or **reinstatement of cover** date in respect of a member as stipulated in the policy schedule.

No insurance cover shall be granted or benefits paid in the event of the death of a member, being in the product supplier's opinion, as a result of the client's own act, within 1 (one) year or 12 (twelve) months from the **commencement date** or **reinstatement of cover date** of the policy, as stated in the policy schedule. If the sum assured is increased, the suicide exclusion of 12 (twelve) months will apply to the increased portion, effective from the date of increase.

No insurance cover shall be granted or benefits paid in the event of the death:

- of any of the members resulting directly or indirectly from, or which is attributable to the negligence, recklessness, transgression of the law or intentional exposure to danger by such a member, except in circumstances to save another human's life; or
- of any of the members resulting directly or indirectly from, or which is attributable to such a member being under the influence of illegal drugs or habit forming substances or resulting from the chronic abuse of drugs by the member; or
- of any of the members resulting directly or indirectly from or which is attributable to the wilful self-infliction of injuries by the member.

The exclusions and limitations as set out above will also apply in respect of reinstated benefits with effect from the date of reinstatement.

Waiting periods

A waiting period for natural death on the funeral plan is 6 (six) months and 6 (six) paid premiums from the **commencement date** or **reinstatement of cover date** in respect of a member, is applicable in terms of this policy. During this period, no insurance cover shall be granted or benefits paid in the event of death, other than accidental death, and the premiums remain payable.

Any addition of cover, benefits or members to the policy shall result in new waiting periods being applied to the additional member(s), benefit(s), or cover. New waiting periods may also apply if cover is reinstated.

Contact us

We offer our clients the freedom of choosing high quality funeral insurance options that suit them best, at a monthly premium that they can afford. Feel free to contact us so that we can assist with your enquiries.

Client Services – Contact our Client Services Department to obtain policy information, make changes, query payments and any other general enquiries regarding your policy. Tel: 0860 10 51 94
Fax: 0860 10 51 97
E-mail: clientservices@1Life.co.za

Claims – Contact the Claims Department to submit a claim or make an enquiry regarding an existing claim. Tel: 0860 10 59 79
Fax: 0860 10 57 67
E-mail: claims@1Lifefuneral.co.za

Repatriation Benefit – Provides transportation of the deceased from place of death to the final funeral home closest to the place of burial within the borders of South Africa. Tel: 011 745 9106

Cancellations – If you wish to cancel your policy, please send a letter informing us to do so. Contact the Cancellations Department for more information regarding cancellations. Tel: 0860 10 52 49
Fax: 0860 10 51 97
E-mail: cancellations@1Life.co.za

Before you cancel your policy, remember what made you consider funeral insurance in the first place.

Visit us on our website

Website: www.1Life.co.za

