



TOTALRISKADMINISTRATORS

Total Risk Administrators (Pty) Ltd (TRA)
an authorised financial services provider
- FSP No 40815



Underwritten by:
Guardrisk Life Limited,
Reg No 1999/013922/06
- FSP No 76

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS APPLICABLE TO THE 2020 TRA FUNERAL COVER PRODUCT AND IS AN EXCERPT OF THE FULL POLICY DOCUMENTATION SENT TO ALL NEW POLICYHOLDERS

TOTAL RISK FUNERAL COVER

1. DEFINITIONS

1.1 The headings of the clauses in this policy are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor to modify nor amplify, the terms of this policy nor any clause thereof. In this policy, unless the contrary intention clearly appears, word importing:-

1.1.1 Any one gender, includes the other gender;

1.1.2 The singular, includes the plural and vice versa; and

1.1.3 Natural persons, include created entities (corporate or unincorporated and vice versa).

1.2 Schedules, annexure or appendices to this agreement shall be deemed to be incorporated in and form part of this agreement.

1.3 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

Accident	a sudden, unforeseen and uncertain event, which could not reasonably be expected to occur, which is caused by violent, external, physical and visible means at an identifiable time and place, independent of any other cause, with visible consequences, resulting in bodily injury of the Member. This does not include sickness or disease or any naturally occurring condition or degenerative process. Self-inflicted injury and suicide are also excluded from this definition. Accidental has a corresponding meaning.
Accidental Death	means bodily injury which (directly and independently of any other cause) results within 31 (thirty-one) days, in the death of the Member or any Dependant, and shall exclude death by Natural Causes.
Assurance	the assurance effected by the Policyholder to secure the Benefits provided in terms of this policy.
Benefit	the insurance cover payable on the death of the Member or any nominated Dependant.
Beneficiary	the person nominated by the Member, to whom the policy benefits are payable on the death of the Member or of any other Insured where applicable. If the insured does not nominate a beneficiary, the policy benefit defaults to the spouse / person paying for the funeral. If such person is not available, the insurer will pay the proceeds to your estate.
Bodily Injury	means physical bodily injury to the Member (or any dependant) caused by an Accident. Bodily Injury shall be deemed to include death by starvation, thirst and/or exposure to the elements.
Child	<p>a Child is:</p> <ul style="list-style-type: none"> (i) The Member's unmarried minor Child who has not yet attained the age of 21 years and shall include natural children, legally adopted children and stepchildren; (ii) Once a Child has become independent from the Member for maintenance and support, then that Child cannot resume dependence in terms of this definition unless the Child is still under the age of 21 years; (iii) There is no age restriction for a Child who is either mentally or physically incapable of maintaining themselves, always provided that the Child is wholly dependent on the Member for support and maintenance; (iv) A stillborn Child is included under this definition provided that there is at least twenty-six weeks of intra-uterine existence and that the foetus showed no life after complete birth. Stillborn shall exclude the intentional termination of the life of the Child; (v) The maximum number of Children at any point in time may not exceed 5 (five) per Member.
Claim	means, unless the context indicates otherwise, a demand for policy benefits under this Policy by a Claimant, irrespective of whether or not the Claimant's demand is valid, made by submitting a duly completed claim form with supporting documentation to the Administrator.
Claim Event	means the risk insured, occurring during the currency of the Policy, being the Accidental Death or Natural Death of the Member, or of any Dependant, as defined in this Policy.



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Claimant	means the person who makes a Claim.
Day	means a 24 (twenty-four) hour period and Days has a corresponding meaning.
Dependant	this shall mean Member’s Spouse and Children, where applicable.
Effective Date	the effective date of any changes in the terms and conditions of Assurance for Members in terms of the Schedule.
Entry Date	the date on which Assurance for the Member commences and on which the policy’s terms and conditions become effective. This date shall be specified in each Schedule.
Exclusions Insured	means the losses or risk events not covered under this Policy.
Insurer	means the lives assured under this Policy whose details are confirmed in the Policy Schedule.
Maximum Entry Age	a long-term insurer, namely Guardrisk Life Limited, registration number 1999/013922/06 and FSP number 76. this is the maximum age that a Member or Spouse (where applicable) must be at Entry Date, in order to be allowed cover under this Policy. The Member or Spouse must be under the age of 65 years before the commencement of the Policy.
Member	the main person whose life is to be insured under this Policy. The Member is also referred to as the Policyholder.
Natural Death	means death that is not Accidental Death.
Non-Mandated intermediary	Total Risk Administrators (Pty) Ltd, registration number 1999/024507/07. “Administrator” has a corresponding meaning.
Personal Information	means personal information as defined in the Protection of Personal Information Act 4 of 2013.
Policy	a legal document that has terms and conditions that binds the Policyholder and the Insurer. This includes the declarations made at application stage and any other supporting information and endorsements which may also form the basis of the contract between the Policyholder and the Insurer.
Policyholder	the Member who is insured under this Policy.
Repudiate	means, in relation to a Claim, any action by which the Insurer rejects or refuses to pay a Claim or any part of a Claim, for any reason, and includes instances where a Claimant lodges a Claim- - in respect of a loss event or risk not covered under this Policy; and - in respect of a loss event or risk covered under this Policy, but the premium or premiums payable in respect of this Policy have not been paid, and “Repudiation” has a corresponding meaning.
Review Date	the date when premium rates and policy limits are reviewed. This date is specified as such in the Schedule.
Spouse	the person married to the Member by law, tribal custom, or Tenets of any Religion, and shall include a common law husband/wife of the Member or such person residing with the Member, who is normally regarded by the community as the Member’s husband/wife (including two people of the same gender). For the purposes of this Policy, common law marriage will be defined as a couple living together as if married and who have lived together for a period not less than twelve months prior to the date of application for this cover.
Variation	means any act that results in a change to: - the premium; - any terms; - any condition; - any Policy benefit; - any exclusion; or - the duration of this Policy and “Vary” and “Variations” have corresponding meanings.
Waiting Period	means a period during which an Insured is not entitled to policy benefits and is the period commencing from the Entry Date, during which no cover will be provided for any Claim Event arising from a cause that is not covered. This period is 3 (three) months for Natural Death. There will, however, be no waiting period imposed, for Natural Death, if an Insured was covered in the 31 (thirty-one) day period before the Entry Date on a similar policy with an alternate insurer and where the waiting period on such similar policy had already expired and in which the similar policy is being replaced with this Policy. If the waiting period on the similar policy with the alternate insurer had not yet expired, and is being replaced with this one, then the balance of the waiting period will be imposed on this Policy.



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2. ELIGIBILITY

2.1 Commencement of Assurance

- 2.1.1 The Assurance in respect of a Member shall commence on the Entry Date coincident with the date on which a Member first becomes eligible.
- 2.1.2 The Assurance in respect of a Member, shall commence after the Insurer has accepted his Assurance.
- 2.1.3 Each Member shall be deemed to have accepted the terms and conditions of this policy and thus agree to be bound by them.
- 2.1.4 The Member must be at least 18 years of age on the date of application for cover.

2.2 Territorial Limitations

A Member shall be eligible, provided that he is resident in the Republic of South Africa. Should a Member be temporarily absent from this territory, the following provisions shall apply:

- 2.2.1 Payment of premiums shall be continued by the Policyholder and the Policyholder shall continue to be covered for the Assurance for a period of twelve months. If the Policyholder desires that the Assurance should continue for absence in excess of twelve months, then this must be advised to the Insurer by the Policyholder and must be accepted in writing by the Insurer.
- 2.2.2 After twenty-four consecutive months' absence from this territory, the Assurance in respect of that Policyholder shall automatically terminate, irrespective of any arrangements that may have been agreed to between the Policyholder and the Insurer in terms of clause 2.2.1.

2.3 Provision for cover

- 2.3.1 This policy makes provision for cover for single Members, and for Members with Dependants, as defined.

2.4 New and Eligible Dependants

- 2.4.1 If new and eligible Dependents are to be added to the Policy (for example: a newborn baby or new spouse), TRA must be informed within 30 days and provided with written notice of such an addition to the Policy. If TRA is not notified within this time frame, for example, from the date of birth/adoption/adjustment/marriage, and then a claim is made for this 'Dependent' thereafter, this claim will under no circumstances be valid and will not be paid. If the dependant/s are registered after the 30-day period mentioned above, waiting periods and exclusions will apply.

3. PREMIUMS AND DISCONTINUANCE

3.1 Premiums

- 3.1.1 The policyholder shall bear the cost of the premiums required to provide the Benefits and shall pay the premiums due to the Insurer. The amount of Premiums payable to secure the Benefits under this policy shall be calculated by the Insurer in accordance with the scale of premium rates in force under this policy at the date of calculation and will be based on information given to the Insurer by the Policyholder. The scale of premium rates is reviewed annually at the Review Date. The Insurer will notify the Policyholder of any amendments to this rate and the effective date of change in writing 31(thirty-one) days prior to any increase taking effect.
- 3.1.2 Premiums shall be payable monthly in advance on the first day of the month to which the premiums relate.
- 3.1.3 The period of grace allowed for the payment of premiums shall be 30 days.
- 3.1.4 If a claim arises during the period of grace for the payment of premiums, any benefit payable will reduce by the outstanding amount.
- 3.1.5 The premium rate in respect of this policy shall remain effective from the Entry Date until the first Review Date. Thereafter, at every Review Date, a premium rate shall be set and be effective until the next Review Date. A policy endorsement to this effect will be issued by the Insurer 31 (thirty-one) days before such change takes effect.
- 3.1.6 Notwithstanding the provisions of clause 3.1.5, the Insurer shall have the right to change the premium rate by giving 31 (thirty-one) Days' written notice prior to such change taking effect if:
 - 3.1.6.1 There is a change to the Benefit under this policy.

3.2 Discontinuance

3.2.1 Discontinuance by the Policyholder

- 3.2.1.1 The payment of premiums due in terms of this policy may be discontinued upon the Policyholder giving one calendar month's written notice to the Insurer, of its intention to discontinue the policy.
- 3.2.1.2 Notwithstanding anything to the contrary in this policy, the Policyholder shall be entitled to cancel this policy within 31 days of the Entry Date in accordance with the Policyholder Protection Rules. This is the cooling-off period and any deduction made in this period will be refunded provided no Claim Event has arisen or any benefit paid.



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3. PREMIUMS AND DISCONTINUANCE - CONTINUED

3.2.2 Cessation of cover for a Member

3.2.2.1 The Assurance in respect of a Member shall terminate on the happening of the earliest of the following events:

3.2.2.1.1 The death of the Member;

3.2.2.1.2 Discontinuance of the payment of premiums in respect of a Member;

3.2.2.1.3 The termination of this policy in terms of clauses 3.2.1.

3.2.2.2 In addition to clause 3.2.2.1 above, insurance cover for Dependants shall cease for:

3.2.2.2.1 The Spouse - upon the divorce or the permanent separation of the Spouse from the Member. The cessation of insurance cover shall be on the earliest of the separation date or the date of the final divorce order;

3.2.2.2.2 The Child - upon the Child no longer meeting the criteria of being a Child as defined in this policy.

3.2.3 Discontinuance by the Insurer

3.2.3.1 The Insurer has the right but not the obligation to discontinue the Assurance of a Member in terms of this policy, if:

3.2.3.1.1 There is any material non-compliance by the Member in respect of any of the provisions of this policy.

3.2.3.2 Notwithstanding the provisions of clause 3.2.3.1 the Insurer may exercise its unfettered right and discretion to terminate the policy for any reason it considers appropriate and justifiable other than those excluded in terms of the Long-term Insurance Act.

3.2.3.3 The Insurer may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other action considered necessary in order to comply with the law and prevent or stop any undesirable or criminal activity.

3.2.4 Reinstatement of cover

The Policy may be reinstated within 2 (two) months of the date of lapse or cancellation, in which instance no new waiting period will be imposed, unless in instances where the initial waiting period had not yet expired at the time of cancellation or lapse, in which instance the remaining portion of the waiting period for natural death will be imposed. Where the Policyholder makes application for reinstatement after the 2 (two) months referred to above, a new policy will be issued and all waiting periods will apply from zero.

4. BENEFIT

4.1 Amount of the Benefit

4.1.1 The basis for the calculation of the Benefit payable upon the death of a Member or his/her Dependant is stated in the Schedule.

4.2 Payment of the Benefit

On the death of the Member or his Dependant, the documentation specified in clause 5.10.2 must be submitted to the Insurer.

4.2.1 On the death of the Member

4.2.1.1 The amount of the benefit is that per the Schedule corresponding with the amount for the "Member";

4.2.1.2 Payment of the benefit shall be made to the nominated beneficiary.

4.2.2 On the death of a Dependant

4.2.2.1 The amount of the benefit is that per the Schedule corresponding with the amount for the deceased Dependant;

4.2.2.2 Payment of the benefit shall be made to the Member.

4.3 Waiting Periods

4.3.1 For all policies where their Entry Date is equal to or after the Entry Date, the Waiting Periods will be applicable as follows:

4.3.1.1 Death arising from natural causes:

There is a Waiting Period of three (3) months applicable in case of death by natural causes. This period commences from the Entry Date of the Policy. Should a claim arise during this period, there will be no cover.

4.3.1.2 Death by Suicide:

There is a Waiting Period of twelve (12) months applicable in case of death by suicide. This period commences from the Entry Date of the Policy. Should a claim arise during this period, there will be no cover.

Death arising from Accidental causes:

There is no Waiting Period in case of death as a result of an Accident. Cover is immediate from the Entry Date.

4.3.2 Should an insured join from another Underwriter and can provide proof of membership in the 31 days prior to this policy's commencement date and provided that the full waiting period for natural death on the alternate policy has fully expired, and is being replaced by this Policy, the waiting period on this policy will be waived.



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5. GENERAL PROVISIONS

5.1 Policy

This policy read in conjunction with its Schedules constitutes the entire agreement between the Insurer and the Policyholder and any alteration thereto shall be in the form of an endorsement signed by an authorised official of the Insurer.

5.2 Currency and Law

Amounts payable in terms of this policy, either to or by the Insurer, are payable in the lawful currency of the Republic of South Africa at the head office of the Insurer. Any question of law arising under this policy shall be decided according to the laws of the Republic of South Africa.

5.3 Evidence of Age

Evidence to the satisfaction of the Insurer of the age of any Member in respect of whom Benefits are provided under this policy shall be required before any Benefit in respect of a Member is paid under this policy. If the date of birth previously notified to the Insurer in respect of a Member proves to be incorrect, the Insurer shall, calculate the premiums which should have been paid and adjust the premiums retrospectively to the date on which the Member became entitled to the Assurance in terms of this policy. Any adjustment of premium will affect the benefit payable to the Member/Claimant in terms of the conditions of clause 3.1.

5.4 Alterations

5.4.1 Any change to the general terms and conditions of this policy shall be subject to 31 days written notice to the Policyholder or the Insurer.

5.4.2 Where any change is as a result of any legislative or regulatory changes, the Insurer may vary the provisions of this policy to take into account such changes from the effective date of such a change, after which written notice to this effect would be provided to the Policyholder by the Insurer.

5.4.3 Any change as agreed between the Insurer and the Policyholder from time to time, shall be reflected in the provisions of the Schedule as varied from time to time, subject to the notice periods specified throughout this policy.

5.5 Discharge to Insurer

Payment by the Insurer to the Policyholder in respect of a Benefit shall be a full and final discharge of the Insurer's obligations in terms of this policy for that Benefit. The Insurer's liability in this regard will not exceed the Benefit for which the Policyholder has paid premiums to the Insurer.

5.6 Registered Address and Communications

The registered address of the Insurer shall for all purposes be:

102 Rivonia Road,
Sandton, Johannesburg, 2146

The registered address of the Policyholder shall be:

As per the records given to the Insurer

The Policyholder may change its registered address or email address by giving written notice to the Insurer as to the new address. Until receipt of such amended address, the last notified address shall remain of full force and effect. All communications in connection with this policy shall be in writing via email.

5.7 Decisions not a Precedent

No waiver of rights or latitude or indulgence granted by the Insurer in any instance shall create a precedent or be construed as a novation of this policy.

5.8 Notification of Claims

5.8.1 The Insurer must be advised of a Claim for a Benefit within three months from the date of the Member or Dependant's death, failing which the claim will not be admitted, unless there are extenuating circumstances for the late advice thereof to the Insurer. The formal submission of all the required documentation shall be lodged with the Insurer within six months from the date of the Member or Dependant's death, failing which the claims shall not be admitted, unless there are extenuating circumstances for the late submission thereof to the Insurer.

5.9 The following documentations shall be supplied to the Insurer by the Policyholder or the Claimant/Beneficiary for a Benefit:

5.9.1 Completed death claim form signed by the Policyholder or the Beneficiary;

5.9.2 Certified copy of a valid death certificate;

5.9.3 Certified copy of the Policyholder's identity document;

5.9.4 Certified copy of the DHA1663 - Registration of Death Form

5.9.5 Such other documentation as the Insurer may reasonably require.

5.10. The Insurer shall, in writing, admit, reject or request further evidence in respect of a claim within a reasonable period after receipt of the information required in terms of clauses 4.3.1.1 and 4.3.1.2 respectively. In the event of a request for further evidence by the Insurer, the Policyholder shall be required to supply such further evidence to the Insurer within 3 months of the Insurer's request.

5.11 The Insurer shall pay the Benefit in accordance with this policy on admission of a claim and on the satisfaction of the provisions of this policy.

6. EXCLUSIONS

6.1 Notwithstanding any provision to the contrary within this policy and its associated Schedules or any endorsements thereto, it is agreed that this policy excludes any loss or expense of whatsoever nature directly or indirectly caused from, resulting from, as a consequence of or in connection with willing participation by the Member in any of the following:

- 6.1.1 War, hostilities or warlike operations, whether war is declared or not;
- 6.1.2 Invasion;
- 6.1.3 Act of an enemy foreign to the nationality of the Member of the country in, or over, which the act occurs;
- 6.1.4 Civil war;
- 6.1.5 Insurrection;
- 6.1.6 Revolution;
- 6.1.7 Overthrow of the legally constituted government;
- 6.1.8 Civil commotion assuming the proportions of, or amounting to, an uprising against an established government;
- 6.1.9 Military or usurped power;
- 6.1.10 Suicide within the first 12 months from the Entry Date;
- 6.1.11 A pre-existing medical condition that the Member was aware of, or that they have consulted a doctor for, or that they have received medical treatment for in the 6 months preceding the Entry Date;
- 6.1.12 Use of nuclear, biological or chemical weapons, or any radioactive contamination;
- 6.1.13 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 of nuclear, biological or chemical warfare agents, irrespective of whether any of the aforesaid has been performed with the specific use of information technology.
- 6.1.14 Participation in any form of race or speed test (other than on foot or in a non-mechanically propelled watercraft on inland or coastal waters).

6.2 In the event that any portion of an exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6.3 Fraud

- 6.3.1 Where the Member or any other person acting on behalf of the Member has acted fraudulently towards the Insurer, whether at the time of entering into the policy agreement, lodging a claim with the Insurer, or at any other time, no Benefit shall be payable to or in respect of such Member under the policy and the Insurer will terminate this policy immediately. All premiums paid will be forfeited in such an instance.

6.3.2 Where any person to whom a Benefit is payable or any person acting on behalf of such person has acted fraudulently towards the Insurer at any time, no Benefit shall be payable to such Beneficiary.

6.3.3 In all instances where the Insurer has been the victim of fraud or misrepresentation, whether or not the conduct has resulted in prejudice to the Insurer, the Insurer reserves the right to claim from the Policyholder any excess Benefits paid by the Insurer by reason of the conduct, and any arrear premiums if the conduct has resulted in the Insurer charging an inappropriately low premium.

6.4 Interpretation

6.4.1 The decision of the Insurer as to the meaning of or interpretation of this policy shall be final and binding on the Policyholder and every person claiming to be entitled to a Benefit in terms of this policy.

6.4.2 If any person affected by a decision of the Insurer in terms of clause 4.3 above is dissatisfied with the decision, or is dissatisfied with the outcome of a claim or the quantum of a benefit paid, such person shall have the right to make representation within 90 (ninety) days from the date of the claim decision to appeal the decision. If the appeal is not successful or the dispute is not resolved at the end of this 90 (ninety) day period, then the Claimant has an additional 6 (six) months to institute legal action against the Insurer by way of the service of a summons, failing which the Insurer will no longer be liable in respect of such Claim. If any complaint to the Administrator/Insurer is not resolved to the Claimant/Policyholder's satisfaction, such Claimant/Policyholder may submit a complaint to the relevant Ombudsman Scheme (as detailed in the Disclosure Notice).

6.5 Benefits not Assignable

A Member may not cede, pledge or otherwise alienate the Benefits or the rights to Benefits in terms of this policy and such benefits shall not be subject to any form of execution or judgement and shall not, on insolvency, or on surrender form part of the estate of the Member or his Dependant(s).

6.6 General

6.6.1 No Director or employee of the Insurer shall be personally liable in respect of any claim or demand in terms on this contract. Included in the basis of the contract are all declarations, submissions and the policy wording.

6.6.2 All information given to or received by an Intermediary/Broker acting on behalf of the Policyholder shall be deemed to be given or received by the Policyholder. The Intermediary/Broker shall be deemed to be an agent of the Policyholder.



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6.7 Surrenders

This policy does not accrue any surrender, paid up or loan values.

6.8 Policy Variation

The Insurer may vary this Policy upon giving the Administrator written notice of such intention at least 31 (thirty-one) days' before any premium rate adjustment, and 31 (thirty-one) days before any other Policy amendment, unless the amendment is to increase the Policy benefits without increasing the premium, in which case no advance notice will be required. The Administrator must inform the Policyholder of any material variation. Any variations and/or changes will be binding on the Insurer, the Administrator and the Policyholder and can be applied at any time to the existing terms and conditions after written communication has been sent to the Policyholder via post, email or SMS.

6.9 Processing and Protection of Personal Information

6.9.1 The Policyholder acknowledges and consents to the Administrator and the Insurer processing his/her personal information:

6.9.1.1 to enter into this Policy and for the purposes of administering this Policy and complying with his/her instructions; and

6.9.1.2 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.

6.9.2 The Policyholder has the right to access his/her personal information held by the Administrator and the Insurer, during office hours and within a reasonable time after receiving such a written request for access.

6.9.3 The Administrator and the Insurer will only keep the Policyholder's personal information for as long as necessary or required by law.

6.9.4 The Administrator or the Insurer may transfer its rights or obligations under this Policy to a third party without the Policyholder's consent and without notice. In such event, the third party will then process the Policyholder's personal information.

6.9.5 The Policyholder may update his/her personal information at any time by contacting the Administrator.

6.10 Commission or Other Remuneration payable to the Administrator

An intermediary fee of 20% and a binder fee of 15% of the total monthly premium is payable to the Administrator, which is included in the monthly premium.

6.11 Treating Customers Fairly

The Administrator has created a superior solution - encompassing products, processing and service - tailored to each of its customers' requirements. The Administrator will, at all times, deliver a superior customer experience, simplifying and improving its customers' lives. The Administrator will achieve this through a motivated team of skilled people, absolute fairness in its treatment of its customers and partners and complying with the principles and outcomes of Treating Customers Fairly.