

TOTAL RISK FUNERAL COVER

THIS IS AN EXCERPT OF THE FULL POLICY DOCUMENT. REFER TO FULL POLICY DOCUMENT ON APPLICATION.

UNDERWRITING

This policy serves as proof of the agreement between the Policyholder and the Insurer and is subject to the following conditions:

1. The Insurer undertakes, on payment of premiums due in terms of this policy, to provide Assurance for Policyholders in terms of this policy.
2. This policy take effect from the Entry Date stated in the Schedule.
3. The maximum amount which the Member shall be entitled to claim from the Insurer shall at times and whether now or in the future, be limited to the "Policy Limit". The initial limit shall be calculated at the first Review Date and may be revised annually thereafter. The amount will be stated in the benefits table
4. Should there be no requests received by the Insurer from the Policyholder for the amendment of this policy within thirty one days of the date of entry, this policy will be deemed to have accepted by all parties.
5. Any subsequent endorsements to this policy shall be affected by page substitution so as to ensure a continuous consolidation. The substituted page will specify the date of change and the endorsed section(s) will be marked in red and in italics.

BENEFITS

The Insurer will pay the cash value of the accrued benefit resulting from an insured incident. Benefits are payable to a Policyholder or nominated beneficiary in the event of one of the registered beneficiaries passing away.

The Policy provides benefits for the policyholder and their immediate family members only.

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, includes created entities (corporate or unincorporated and vice versa).

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

DEFINITIONS

Accident	A sudden, uncertain and fortuitous event which happens at an identifiable time and place, independent of any other cause, with visible consequences and results in the death 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.
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.
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 six (5) per Member.
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, conditions become effective. This date shall be specified in each Schedule.
Insurer	Guardrisk Life Limited, registration number 1999/013922/06.
Maximum Entry Age	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.
Non-Mandated intermediary	Total Risk Administrators (Pty) Ltd, registration number 1999/024507/07.
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.
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.
Waiting Period	The period commencing from the Entry Date, in which no cover will be provided for any claim arising from a cause that is not covered.

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 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 and administrative charges 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.
- 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 60 days, or such other period as may be agreed between the Policyholder and the Insurer in writing from time to time.
- 3.1.4 If a claim arises during the period of grace for the payment of premiums, no amount shall be payable in respect of that claim unless and until all outstanding premiums are paid by the Policyholder. If the Insurer has granted an extension of the period of grace for the payment of premiums, and if a claim arises in the extended portion of the period of grace, no amount shall be payable in respect of that claim unless and until all outstanding premiums are paid by the Policyholder.
- 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.
- 3.1.6 Notwithstanding the provisions of clause 3.1.5, the Insurer shall have the right to change the premium rate by giving one month's written notice if:
 - 3.1.6.1 There is a change to the Benefit under this policy.
- 3.1.7 Notwithstanding the provisions of clauses 3.1.5 and 3.1.6, the Insurer will have the right to change the premium rate, retrospectively to the last Review Date, if it is discovered that there had been a material and significant error or difference in the data supplied to the Insurer when the premium rate was last determined.

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 If payment of premiums is discontinued, the Policyholder shall not be entitled to resume payment of premiums and every Assurance applicable shall terminate at the expiry of the notice period, unless otherwise agreed by the Insurer in writing,

3.2.1.3 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 clause 6 of the Policyholder Protection Rules.

3.2.2 Cessation of cover for a Member

3.2.2.1 The Assurance in respect of a Member shall terminate, either fully or partially, as the case might be, 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:

3.2.2.1.1 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;

3.2.2.1.2 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.

3.2.4 No reinstatement of cover

The Policy makes no provision for any reinstatement of cover. In case of the Policy being discontinued or terminated as described above, cover cannot be reinstated under any circumstance.

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.

4.3.1.3 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, the waiting period on this policy will be waived.

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 shall be payable by the Member 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; or such shorter period as may be agreed in writing between the Policyholder and the Insurer.

5.4.2 Where any change is as a result of any legislative or regulatory changes, the Insurer may alter 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 amended 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 Custody of Policy

A copy of this policy shall be held by the Policyholder and the Insurer who shall have both attach thereto such Schedules as may form part of this policy from time to time. In the event of any discrepancy arising between the policy held by the Policyholder and the Insurer, the policy and schedules held by the Insurer, shall constitute prima facie proof of the applicable terms and conditions in force at any specific point in time.

5.7 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 Insurer and the Policyholder may change its registered address by giving written notice duly delivered to the other party 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.

5.8 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.

5.9 Commissions

In the event of the Policyholder appointing an Intermediary:

5.9.1 Commissions shall be paid to the Intermediary, by the Insurer in accordance with the statutory scales applicable thereto, or any other scales agreed to in writing between the Intermediary, Insurer and the Policyholder in the event of the deregulation of such statutory commission scales;

5.9.2 Such commissions will be payable monthly in arrears, coincident with the policy's Review Date, and will be based on the premium payments received.

5.9.3 All such commissions will be disclosed to the Policyholder in terms of the Policyholder Protection Rules.

5.10 Notification of Claims

5.10.1 The Insurer must be advised, in writing, of claims 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 written claim for a Benefit together with 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.

5.10.2 The following documentation shall be supplied to the Insurer by the Policyholder or the Beneficiary for a Benefit:

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

5.10.2.2 Original or certified copy of a valid death certificate;

5.10.2.3 Original or certified copy of the Policyholder's identity document;

5.10.2.4 Such other documentation as the Insurer may reasonably require.

5.10.3 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 5.10.1 and 5.10.2 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.

5.10.4 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.

5.11 Exclusions

5.11.1 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:

5.11.1.1 War, hostilities or warlike operations, whether war is declared or not;

5.11.1.2 Invasion;

5.11.1.3 Act of an enemy foreign to the nationality of the Member of the country in, or over, which the act occurs;

5.11.1.4 Civil war;

5.11.1.5 Insurrection;

5.11.1.6 Revolution;

5.11.1.7 Overthrow of the legally constituted government;

5.11.1.8 Civil commotion assuming the proportions of, or amounting to, an uprising against an established government;

5.11.1.9 Military or usurped power;

5.11.1.10 Suicide within the first 12 months from the Entry Date;

5.11.1.11 A pre-existing medical condition that the Member was aware of, or that he has consulted a doctor for, or that he has received medical treatment for in the 12 months preceding the Entry Date;

5.11.1.12 Use of nuclear, biological or chemical weapons, or any radioactive contamination;

5.11.1.13 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.

5.11.1.14 Participation in any form of race or speed test (other than on foot or in non-mechanically propelled watercraft on inland or coastal waters).

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

5.12 Fraud

5.12.1 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, but only if the Insurer has suffered prejudice resulting there from, no Benefit shall be payable to or in respect of such Member under the policy and the Insurer may terminate this policy forthwith on providing one month's written notice to the Member.

5.12.2 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, but only if the Insurer has suffered prejudice resulting there from, no Benefit shall be payable to such Beneficiary.

5.12.3 In all instances where the Insurer has been the victim of fraud or misrepresentation, where the conduct has resulted in prejudice to the Insurer, the Insurer reserves the right to claim from the Policholder 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.

5.13 Interpretation

5.13.1 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.

5.13.2 If any person affected by decision of the Insurer in terms of clause 5.13.1 above is dissatisfied with the decision, such person shall have the right to refer the matter to either the Ombudsman for Long-term Insurance or arbitration. Referrals to arbitration shall be in accordance with the provisions of the Arbitration Act, 1965. Notice of intention to exercise this right shall be given by the person concerned to the Insurer within ninety days of the Insurer's decision. Before the arbitration commences, the person concerned shall furnish such security for the costs of arbitration as the Insurer may reasonably require. The costs of the arbitration shall follow the award of the Arbitrator.

5.13.3 Should any difference arise between the Insurer and the Policyholder, or any claimant, as to a claim under this policy, the same shall be referred to either the Ombudsman for Long-term Insurance or arbitration in accordance with the statutory provisions in force at the time, and the obtaining of any award shall be a condition precedent to any right of action against the Insurer.

5.14 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).

5.15 General

5.15.1 No Director or employee of the Insurer shall be personally liable in respect of any claim or demand in terms on this contract.

5.15.2 Included in the basis of the contract are all declarations, submissions and the policy wording.

5.15.3 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.