

## TERMS AND CONDITIONS OF MEMBERSHIP

### 1. GENERAL INFORMATION

#### 1.1 The relevant parties to this policy are:

##### 1.1.1 The Policyholder

1.1.2 Abacus Life Limited ("Abacus Life") (registration number 2007/032597/06), a registered long-term insurer and the underwriter of Funeral Cover sold to John Craig Customers (the "Cover");

1.1.3 Tenacity Financial Services (Proprietary) ("Tenacity") Limited (registration number 2007/10307/07), an authorised Financial Services Provider (FSP Number: 46804) that sells the Cover on behalf of Abacus Life.

### 2 EXPLANATION OF WORDS

- 2.1 "Policyholder" - The person in whose name an insurance Policy is written.
- 2.2 "Premium Payer" - The person paying the premium.
- 2.3 "Nominated Beneficiary" - The person that you have nominated on the beneficiary form.
- 2.4 "Insured Person" - The person named in the Membership Certificate and covered by the Policy.
- 2.5 "Disability" – means when you become totally and permanently incapable of following your normal occupation. If you are a pensioner disability means if you have become totally and permanently incapable of following your normal occupation had you still been employed and not on pension.
- 2.6 "Loss of Income" – means your dismissal from your employment based on operational requirements such as economical, technical, structural or similar requirements. In the event of contract work, the early termination of the contract. In the event of self-employment the permanent discontinuation of your bona fide business for reasons beyond your control.

### 3 THE POLICY

- 3.1 The Umlondolozi Plus Cover will commence upon receipt of the first premium payment.
- 3.2 The Umlondolozi Plus Cover will be electronically recorded via telephone or other media.
- 3.3 The Policyholder must provide a correct date of birth for each Insured Person named in the Policy. If this information provided does not correspond with the details in the identity book or birth certificate, the Insured Persons will not be covered under the Policy.

### 4 QUALIFYING CRITERIA FOR ENTRY

- 4.1 The Policy is only available to permanent residents of South Africa.
- 4.2 The minimum entry age for the main member is 18 (eighteen) years and the maximum is 64 (sixty-four) years.
- 4.3 The maximum entry age for extended family members is 80 (eighty) years
- 4.4 Unmarried children of the Policyholder will qualify for cover until they are 25 (twenty-five) years old.
- 4.5 Cover is afforded to only 1 (one) named Spouse/Life Partner of the Policyholder at any time.
- 4.6 A maximum of 6 (six) children of the Policyholder or the Policyholder's Spouse may be covered under this policy.
- 4.7 A maximum of 4 (four) extended family members may be covered under this policy.
- 4.8 The Cover will cover a still birth from the 28th (twenty-eighth) week of pregnancy of the Policyholder or their Spouse.

### 5 BENEFIT(S)

- 5.1 If the Policyholder or the named Spouse or named Insured Person for whom all premiums have been paid dies, Abacus Life will pay the insured amount according to the Table of Benefits cited on the Membership Certificate and the premium paid. Please read the details under the heading "IMPORTANT NOTICES" on your membership certificate, carefully for important information regarding commencement of cover, and

contact Abacus Life immediately should you have any questions.

#### 5.2 Disability Cover:

5.2.1 In the event of Permanent Disability of the Policyholder or Spouse, Abacus Life will pay-out R15 000 (fifteen thousand rand) to the Policyholder or Spouse.

#### 5.3 Retrenchment/Loss of Income:

5.3.1 Abacus Life will pay-out R15 000 (fifteen thousand rand) to the Policyholder or Spouse in the event of the Policyholder or Spouse being retrenched or made redundant by the Policyholder's or Spouse's employer prior to reaching the age of 65 (sixty five) years and which resulted in the Policyholder or Spouse not earning any income for a continued unemployment period of 30 (thirty) days.

### 6 COVER EXCLUSIONS

- 6.1 A waiting period of 6 (six) consecutive months or 6 (six) consecutive premium payments, whichever the later, will apply in the case of death of an Insured Person by natural causes and retrenchment or loss of income.
- 6.2 A new waiting period of 3 (three) months will apply after payment of each retrenchment claim.
- 6.3 Only death arising from accidents (unnatural causes) will be paid for within the first 6 (six) months of the Policy provided the first premium has been received or after the receipt of the 6<sup>th</sup> (sixth) premium.
- 6.4 The Cover will not pay any benefit if any one of the following results in or contributes to the death of the Insured Person:
- Intoxication by alcohol or any narcotic drug of any type;
  - Any deliberate, wrongful action or inaction of the Insured Person;
  - Any criminal act by the Insured Person; or
  - Any act of war, riot, strike, civil disobedience, or any military, naval or police action by anyone.
- 6.5 No life may be covered more than once under Funeral Cover sold to John Craig Customers.

### 7 PREMIUMS

- 7.1 Where the first premium is not collected the benefits under the Policy will automatically lapse.
- 7.2 Where one subsequent month's premium is not collected, the benefits under the Policy will be suspended, but may be reactivated upon the payment of all outstanding premiums within that period.

### 8 PROCEDURES

#### 8.1 PREMIUM PAYER/POLICYHOLDER

- 8.1.1 The Policy allows for a Premium Payer to not necessarily be the Policyholder.

#### 8.2 CONTINUATION OPTION

- 8.2.1 The Policy allows for one of the other lives insured over the age of 18 years to continue with the Policy as Policyholder and /or Premium Payer after the death of the original Policyholder.

#### 8.3 LAPSE RULE

- 8.3.1 Where two premiums are not paid the Policy will lapse.

#### 8.4 REINSTATEMENT

- 8.4.1 The Policy cannot be reinstated after lapsing.
- 8.4.2 In the event that you wish to continue with Funeral Cover for John Craig Customers, a new policy will be issued.
- 8.4.3 Restarting the policy will result in the waiting period being reset to the full 6 (six) months.

#### 8.5 COOLING-OFF PERIOD/RIGHT TO CANCEL

- 8.5.1 The Policyholder can cancel the Policy within the first 30 days. After Abacus Life has accepted the Policyholder's application for insurance cover, that Policyholder may decide to instruct Abacus Life to cancel the Policy. The Policy Holder must submit this instruction in writing to Abacus Life within 30 (thirty) days of receipt of the Membership Certificate. All payments made in respect of the Policy being cancelled will be refunded in full.

## 9 PROCEDURE AT CLAIMS STAGE

- 9.1 The claims procedure must be carefully followed in order to avoid a delay in the payment of benefits.
- 9.1.1 In the event of a claim, the specified benefit will be paid to the Beneficiary.
- 9.1.2 Abacus Life reserves the right to cancel the benefit if there is any evidence of, or attempted submission of, a fictional claim, fraud or misrepresentation.
- 9.1.3 All claims must be submitted to Abacus Life within 6 (six) months of the death of the Insured Person. Failure to do so will result in the benefit being lost.
- 9.1.4 Please note that the term "Nominated beneficiary" refers to the person receiving the benefit payment, and normally refers to the Beneficiary, but may refer to a Third Party in the case of Third Party benefit payments.
- 9.1.5 All death claims must be accompanied by the following clearly legible documents:
- An original Police Statement detailing the cause of death;
  - An original certified copy of the Death Certificate;
  - An original certified copy of the Notification of Death (BI-1663);
  - An original certified copy of the deceased Member's identity document;
  - An original certified copy of the Nominated Beneficiary identity document;
  - Either the Membership Certificate, if available, or the Application Form; and
  - The bank details and a copy of a bank statement of the person receiving the benefit payout.
  - Abacus Life reserves the right to request any other additional documents that it, in its sole discretion, deems necessary to accurately assess the claim.
- 9.1.6 These documents may include, but are not limited to:
- An original certified copy of a Marriage/Registration Certificate or a sworn affidavit that the Insured Person was married to his/her spouse, or that the Insured Person lived with his/her partner for at least 6 (six) months;
  - In the event that a child's surname is different from that of the Insured Person's surname, an affidavit is required to explain the nature of the relationship to the Insured Person;
  - An original certified copy of the Registration/Birth Certificate of a child reflecting his/her parent details;
  - An original certified copy of the Baptismal Certificate or unabridged birth certificate or any other admissible documents that reflects his/her parent details.
  - Original certified copies of adoption papers of a child; An IRP2 Form or Medical Aid Membership Documentation; or
  - Marriage or Birth Registration Documentation in respect of Stepchildren.
- 9.1.7 All Disability Claims must be accompanied by the following clearly legible documents:
- Certificate by a qualified medical doctor that you are disabled
  - Bank statement of the disabled person
  - Letter from employer confirming disability
  - Certified ID copy of the disabled person
- 9.1.8 All Retrenchment/Loss of Income Claims must be accompanied by the following clearly legible documents:
- Retrenchment letter
  - Contract worker – Copy of employment contract
  - Self-employed – Proof that your business existed for 2 years
  - Certified ID copy

## 10 COMPLAINTS PROCEDURE

- 10.1 Should you have any complaints, please contact Abacus Life and have the following information ready:
- Policy Number;
  - Identity Number; and
  - Nature of Enquiry.
- 10.2 Complaints which are not resolved to your satisfaction may be referred to Abacus Life directly marked for the attention of the Complaints Department via the contact details herein.

- 10.3 If your complaint is not resolved within 30 (thirty) days, you may refer it to the Ombudsman for Long-Term Insurance or the Registrar of Long-Term Insurance.

## 11 TERMINATION OF BENEFITS

- 11.1 The Funeral Cover terminates on the earlier of:
- The death of the particular Insured Person (unless continuation option selected), or
  - The non-payment of premiums for two months; or
  - The child/ children reaching their 25th (twenty-fifth) birthday (only applicable to the child benefit)

## 12 REPLACEMENT

- 12.1 If this Policy is being purchased to replace another Policy that has been cancelled or which will be cancelled in the near future, the Policyholder should be aware that it may change the extent of their applicable cover. The Policyholder must contact their Financial Advisor in order to be informed of the consequences of the changes.

## 13 NOTIFICATION OF DEATH

- 13.1 Abacus Life must be notified in the event of an Insured Person passing away, even if no claim is processed. Failure to inform Abacus Life of the death of the Insured Person where applicable will result in continued deductions of the premiums.

## 14 CONTACT DETAILS

### ABACUS LIFE

<b>Head Office:</b>	<b>Telephone Number:</b>	0800 777 444
	<b>Facsimile Number:</b>	010 211 1090
<b>Customer Care:</b>	<b>Telephone Number:</b>	0800 777 444
	<b>Facsimile Number:</b>	010 211 1090
	<b>Email Address:</b>	<a href="mailto:customercare@abacus-insurance.co.za">customercare@abacus-insurance.co.za</a>
<b>Claims:</b>	<b>Telephone Number:</b>	010 211 1268
	<b>Facsimile Number:</b>	010 211 1090
	<b>Email Address:</b>	<a href="mailto:claims@abacus-insurance.co.za">claims@abacus-insurance.co.za</a>
<b>Complaints:</b>	<b>Telephone Number:</b>	010 211 1273
	<b>Facsimile Number:</b>	010 211 1090
	<b>Email Address:</b>	<a href="mailto:complaints@abacus-insurance.co.za">complaints@abacus-insurance.co.za</a>
<b>Long-Term Insurance Ombudsman:</b>	<b>Telephone Number:</b>	0860 662 837
	<b>Facsimile Number:</b>	021 674 0951
	<b>Email Address:</b>	<a href="mailto:info@ombud.co.za">info@ombud.co.za</a>
	<b>Postal Address:</b>	Private Bag X45, Claremont, 7735
<b>Registrar of Long-Term Insurance:</b>	<b>Telephone Number:</b>	0800 110 443
	<b>Facsimile Number:</b>	123 466 941
	<b>Email Address:</b>	<a href="mailto:info@fsb.co.za">info@fsb.co.za</a>
	<b>Telephone Number:</b>	0800 110 443