

SUMMARY OF POLICY TERMS

1. This funeral policy is brought to you by Fairways Funeral Services (Pty) Ltd, registration number 2016/274777/07 a juristic representative of Structured Risk Solutions FSP number: 51602, a financial services provider, conjunction with the underwriter
2. This policy was issued based on the information set out in the attached policy schedule, which is important to the risks covered by the policy.
3. The attached policy schedule sets out the premium and the funeral benefits.
4. Policy benefits will be payable in the event of the Death of an insured on the policy subject: too specific waiting periods: to Policy exclusions: to various age limits; to Premiums being paid; and to claims being properly and timeously submitted as set out in the policy document.
5. The Policy may be cancelled within 60 days of the Policy document.
6. The Policy starts in the month following the month in which the first premium is paid.
7. The Policy may not be transferred or ceded.
8. Any complaints may be referred to FAIRWAYS FUNERAL DIRECTORS compliances officer.
9. To claim, the Principal Member or Beneficiary must approach the nearest FAIRWAYS FUNERAL DIRECTORS OFFICE, fill out the claim form with all the documents listed in the policy, within 7 months of the date of Death. If this is not done, no claim will be paid.
10. Please read your Policy document and policy schedule and keep them in a safe place. Tell your family about the policy.

FOR MORE INFORMATION ON THIS POLICY TELEPHONE

058 713 1312

IMPORTANT CONTACT INFORMATION

Financial Services provider: Mohapi funeral services cc FSP 35354

Physical address:

6222/3 Mampoi road

Witsieshoek

9870

Postal address:

PO Box 17831

Phuthaditjhaba

9866

Telephone Number 084 565 1526

Hotline 0685124182/ 0795806845

Email: admin@fairwaysfunerals.co.za

Physical address:

Compliance Officer Address

6222/3 Mampoi road

Witsieshoek

9870

Postal address:

PO Box 17831

Phuthaditjhaba

9866

Telephone Number 084 565 1526

Hotline 0685124182/ 0795806845

Email: compliance@fairwaysfunerals.co.za

FAIS Ombudsman:

Telephone Number: (012) 762 5000 / (012) 470 9080;

Fax: (012) 348 3447 / (012) 470 9097

Sharecall: 086 066 3274

Email: info@faisombud

www.faisombud.co.za

POLICY DOCUMENTS

INTRODUCTION

- 1.1. The principal member who has applied to Fairways Funeral Directors for a funeral policy. Fairways funeral Directors has accepted the application and issued this policy.

2. DEFINITIONS

2.1. In this policy, unless the context requires otherwise, the term:

2.1.1." accident "means a UN foreseen event, which could not be reasonably have expected to occur and was not intended or designed;

2.1.2." Application form "means the form signed by the Principal Member as applicant when applying for the cover on this policy. After being properly completed and signed, the Principal Member must keep a copy as a record of: the material representations made by the applicant; the premium; the funeral benefits selected, the beneficiary nominated if any; the authorization of MFS to act for the Principal Member in stipulated instances; and an acknowledge of all the disclosures requires by law, including the amount of the commissions and fees payable for the policy.

2.1.3." child "means the principal members unmarried minor child, legally adopted child, or stepchild, all younger than age 21; or a child of the principal member born stillborn after at least 28weeks of pregnancy (not as a result of an intended abortion);

2.1.4." Death "means the Death of the insured subject to the terms and conditions set out in this policy;

2.1.5. Funeral Benefit "means the funeral benefits (excluding any additional benefits offered or paid for at the direction of Fairways Funeral Directors) as an application in the type of policy option selected in the Application form and as recorded in the policy schedule, being payable (deliverable) in the event of a valid claim;

2.1.6." Inception date "means the 1st day of the month following the month in which Fairways Funeral Directors is finally credited with the first full monthly premium;

2.1.7." Insurable interest "means a valid relationship between the Main member and any Insured legally recognized for the purpose of taking out insurance;

2.1.8." insured "means as appropriate to the various products, plans or options, the Main member; the Spouse; or the Children as nominated by the Main Member and as specifically listed on the Policy Schedule;

2.1.9." Natural Death "means any death due to natural causes, excluding Death from an Accident or a suicide;

2.1.10." Nominated Beneficiary "means the person(s) nominated by the Principal Member and listed as such in the Policy Schedule;

2.1.11." Policy Schedule "means the Annexure to this Policy setting out, amongst others, the Principal Members personal particulars, the commencement Date, the policy Number, the Premiums, the Funerals Benefits; the insured and any Nominated Beneficiary;

2.1.12. Principal Member "means the person applying for the cover on this Policy, being the owner of the policy and whose details are listed on the policy schedule;

2.1.13.” Policy “means this policy document, the Master Policy issued by the underwriter, any changes made by Fairways Funeral Directors to wording from time to time, the Application form and other standard administrative forms, all annexures and all recorded declarations and authorizations, whether attached to this documents or not;

2.1.14.” Premium “means the Policy Premium recorded on the Policy schedule payable by the Principal Member;

2.1.15.” Reinstatement Date “means the 1st day of the month following the month in which Mohapi Funerals is finally credited with the first and full resumed monthly Premium which is paid to reinstate the policy after a lapse;

2.1.16. “Spouse” means a person married to the Principal Member, which marriage is recognized as lawful and valid in terms of The Recognition of Customary Marriages Act, 120 of 1998; or the Marriages act of 1961; or the Civil Union Act 17 of 2006

2.1.17. “Undertaking Services” means

2.1.17.1. The removal, storage and preparation of the deceased body

2.1.17.2. The registration of the death

2.1.17.3. The provision of a coffin; coffin stand; trolley, screen and coffin spray

2.1.17.4. Staff to conduct the funeral and burial;

2.1.17.5. The supply of 50 printed funeral programmers;

2.1.17.6. A hearse and 1 family cars;

2.1.17.7. Graveside decorations;

2.1.17.8. Where applicable (see the Policy Schedule):

- A tent ,4 tables and 50 chairs at the family home;
- Catering staff and equipment
- A clean –up service on the day of the funeral.

2.1.18.”Waiting Periods “means the number of stipulated months set out in the Policy ,running from the Inception date Reinstatement Date .Waiting Periods starts being counted from the beginning of the same month as the Inception or Reinstatement Date and run to the end of the counted month .Example ,if a first (or reinstatement)Premium is paid in January ,the Inception or Reinstatement Date is February ,and a 7 month waiting period will effectively start on the morning of 1 February(00h01) and finish at midnight 7 months later ,on 1 August (24h00),which means that the Policy will only be past the Waiting Period as from (00h01)the morning of 1 September . if Natural Death or a suicide happens during a waiting period, no claim will be paid even if Premium are being paid. Only Death due to an Accident will be paid for during a waiting period;

2.2. for the purpose of interpreting this policy:

2.2.1. Words signifying the singular include the plural:

2.2.2. Words indicating any gender include the other genders and vice versa;

2.2.3. If a definition confers a right or imposes an obligation on any party them, notwithstanding that it is only a definition, it shall be applied as though it were a normal clause of the policy:

2.2.4. No rule of construction shall be applied against Mohapi funerals only because Fairways Funeral Directors was responsible for the preparation of this policy

2.2.5. Unless otherwise provided, any number of days prescribed shall be counted by excluding the first and including the last day:

2.2.6. All headings and sub - headings are for convenience and are not taken into account for the purpose of interpreting this policy; and

2.2.7. In the event of any conflict between the wording of this policy document and any other connected document, the wording of this policy shall prevail.

3. FUNERAL BENEFITS

3.1. Fairways Funeral Directors liability in terms of this policy is conditional upon the Insured or anyone acting on their behalf, complying with all the terms and conditions of this Policy.

3.2. On the death of the insured, Fairways Funeral Directors will deliver the funeral set out in the Policy Schedule, to the principal life, Nominated Beneficiary or other parties as set out in this Policy.

3.3. The payment of Funeral Benefits is subject to

3.3.1. The payment of premiums, up to date:

3.3.2. The validity of claims and of the claims process;

3.3.3. The correctness and completeness of the information provided;

3.3.4. The waiting period;

3.3.5. Any applicable exclusions; and

3.3.6. Any age or time limits.

4. INSURABLE INTEREST AND ELIGIBILITY

4.1. The Principal Member must have an Insurable Interest in the Insured at the time the Policy is applied for. If no Insurable Interest exist, the Policy will be voided and benefits will not be payable

4.2. The Policy will only cover persons listed as Insured on the policy schedule.

4.3. Family Plan Option or the single Parent Plan Option – To be eligible for cover, the Principal Member and /or Spouse must be Between 18 years and 65 years old at the Inception Date.

4.4. Single Plan Option –To be eligible for cover the principal member must be 18 years and above.

4.5. All Policies

4.5.1. A Policy will only cover one Spouse.

4.5.2. A maximum of up to 5 Children will automatically be covered under this Policy at the same Premium. on application, more than 4 children may be added onto the Policy at an additional Premium.

4.5.3. Insurance cover for children stops when they reach their 21st birthday, or earlier if they marry or become legally or factually independent of the Principal Member for support and maintenance.

4.5.4. Cover for children over the age 21 can be extended by written request if they are full time students at a recognized educational institution and remain dependent on the principal member. This extended covered cover will stop when they reach their 25th birthday or earlier if they stop studying or become independent.

4.5.5. Cover for severely disabled children who cannot look after themselves can be extended over the age of 21 if they became mentally or physically disabled before they reached the age of 21

And while they were an Insured on the Policy.

4.5.6. Cover cancelled for children over the age of 21 can, on application, be converted to a new policy with the same level of cover. If extra cover is applied for new waiting periods will apply to the extra cover.

4.5.7. If an additional child is added to a policy after the Inception Date, a new waiting period will apply for that child unless the child is a new-born and is added to the policy within 3 months of the date birth.

4.6. Family plans-In addition to the persons that may be insured above, a maximum of 11 other family members may be covered under the family Policy

5. BENEFICIARY NOMINATION AND AUTHORITY

5.1. Only the Principal Member may nominate, cancel or change a beneficiary in writing and with a signature.

5.2. To be valid, any nomination or change must be confirmed by Mohapi Funerals in writing and registered into its records.

5.3. As policy owner, the principal member is automatically always the sole beneficiary while alive. A nominated beneficiary will only be paid on the Death of the Principal member.

5.4. Where the Principal Member dies and a validly nominated beneficiary can be found, then that beneficiary will receive the Funeral Benefits.

5.5. if the Principal Member dies and no nominated beneficiary can be found, the Principal Member at his sole risk (and at the risk of his estate), through (and as at the date of signing) the application form has nominated, constituted, appointed and authorized any director of Fairways Funeral Directors (from time to time and with the power of substitution), to be powerfully attorney and agent in the name, place and stead of the Principal Member (or the executor of his estate) to, at the sole direction of such, arrange to pay or deliver any funeral benefits due on death of Principal Member to any person reasonably identified to be a family member of the deceased Principal member and who is willing to take responsibility for funeral arrangements for the deceased. Such authority includes all ancillary authorities and instructions requires to allowed the payment to be made lawfully as though the Principal

Member (or his executor) himself was acting and any payment made in good faith and in accordance with this authority is allowed, confirmed and ratified by the principal member and executor of his estate. Failing a payment in terms of this authority, Fairways Funeral Directors will pay the estate of Principal Member.

6. DURATION

6.1. This policy starts on the inception date and continues until it is terminated or lapsed in terms of the terms and conditions set out in the policy.

7. WAITING PERIODS

7.1. This policy subject to the waiting periods set out below applicable to the selected product, plans or options.

7.2. Waiting Period run from the inception date or the reinstatement date. if premiums are restarted during a grace period, no new waiting period will apply.

7.3. Family plan, Fairways Funeral Directors cover and All Nations funeral cover.

8. POLICY COOLING OFF PERIOD

8.1 Fairways Funeral Directors undertakes to send the principal member the policy, policy schedule and a copy of the policy application (if a copy has not been retained) within 30 days of the inception date

8.2. If no benefit has been claimed and no death has occurred, the principal member may within up to 60 days of the inception date, send a written cancellation notice to Fairways Funeral Directors.

8.3. Upon cancellation, Fairways Funeral Directors will refund the premium paid after deducting the cost of the risk cover provided.

9. PREMIUM PAYMENT

9.1 Premiums may be paid by way of payroll deduction, debit order, or by cash at Fairways Funeral Directors office or outlet.

9.2. The first policy premiums are due before the inception date.

9.3. Thereafter, premiums are due monthly in advance on or before the 7th day of every calendar month.

9.4. If a due premium is not received in full by mohapi_funerals on the 7th day of the due month, the policy shall lapse on the last day of the grace period, that is at midnight on the 30th day of the same due month.

9.5. If a premium is later for a period beyond the date of cancellation lapse of the policy, the premium will be refunded if the policy is not reinstated.

9.6. Any policy which has lapsed may be reinstated within 12 months of the last due date. In the case of reinstatement, the original waiting periods will apply again to the reinstated policy as from the reinstatement date.

10. GRACE PERIOD

10.1. After you have paid the first premium on this policy, you have a grace period of 15 month. The policy will remain in force for the grace period and in the event of an approved claim for death in this period, any outstanding premium will be deducted from the funeral benefits.

11. MOHAPI FUNERALS RIGHTS

11.1. In the event of death or a claim Fairways Funeral Directors (or its nominee) may at its expense (without incurring any liability or in any way diminishing its right to take legal action) in the name of the insured, sue any person for the recovery of or contribution to a claim on behalf of the principal member.

11.2. The insured shall do and permit to be done or such things as may be necessary or reasonably required by mohapi funerals for the purposes of enforcing any rights to which Fairways Funeral Directors shall or would become substituted in place of insured.

11.3. Fairways Funeral Directors cannot be held responsible for any damages suffered by an insured due to cancellation of a policy by a principal member.

11.4. The remedies set out in this policy are without prejudice to any other rights that mohapi funerals may have in law.

11.5. Fairways Funeral Directors reserves the right, on 30 days' notice to the principal member, to: change or increase the premiums; amend the terms / conditions/ exclusions/ benefits under the policy; or to terminate the policy.

11.6. Fairways Funeral Directors reserves the right ,on 30days notice to the Principal Member ;to change the underwriter of the policy and to arrange for the issues of a replacement policy on the same (or better)terms and conditions .in this regard ,the Principal member through (and as at the date of)the application form ,has nominated constituted, appointed and authorized any director of Fairways Funeral Directors (from time to time and with the power of substitution),to be the lawful attorney and agent in the ,place and stead of the Principal Member ,to agree to the affecting of such change ,or to the application for and the issue of such a placement policy, without the requirement of any stipulated noticed or formal written assent .such authority to include all ancillary authorities and instructions required to allowed the transection be made lawfully ,as though the principal member himself was acting ,and any such transaction undertaken in good faith and in accordance with this authority ,is specifically allowed ,confirm

and ratified by Principal member. Any statutory notice to the attorney and agent shall be deemed to constitute notice to the principal member

11.7. If Fairways Funeral Directors makes any concessions or waves any of its right in terms of this policy, the terms and conditions of this policy remain the same and continue to be fully enforceable.

12. EXCLUSIONS AND OTHER REASONS FOR NON-PAYMENT OF CLAIMS

12.1. Not with standing anything to the contrary contained in this policy, this policy does not cover any loss arising from death, directly or indirectly, as a result of, related or in consequence,

12.1.1. Industrial action, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war mutiny, insurrection, rebellion, revolution, military or usurped power

12.1.2. suicide or international self- injury by the in insured which directly or indirectly results in or contributes to the death in the first 24 months of this policy from the inception or reinstatement date of the policy, and /or

12.1.3. The nondisclosure by the principal member of any material facts which have bearing on this policy.

12.1.4. Premiums not being paid up to date at the of death (and the grace period does apply)

12.1.5. The policy having been cancelled or lapsed

12.1.6. Adequate proof not being given to Fairways Funeral Directors of materials information, or details previously provided to Fairways Funeral Directors,

12.1.7. The insured or Principal Member being younger or older than the age limits set out in the policy

12.1.8. The insured or principal member not qualifying for at all in terms of the policy;

12.1.9. Fraud or other material criminal activity by any party to the Policy, or by any person claiming any benefit under this Policy, or by anyone acting on their behalf or with their consent.

12.2. In the event of an insured dying before the inception Date or dying during a Waiting period as a result of an accident that occurred before the Inception date, no benefit will be payable.

Person Event Waiting Period All Insured Death by suicide 24 consecutive months Natural death 6 Consecutive months

Extended Family aged 66 to 90 years

Natural Death 9 consecutive months

All Insured Policy lapses and is then reinstate

A waiting period Policy equal to the original Waiting Period applies again from the reinstatement date

All Insured

The policy Lapses and then is reinstated-for Death by suicide

24 consecutive months applies again from the

Reinstatement Date

Persons Event waiting period

All Insured Death by suicide 24 consecutive months

Immediate Family

Natural Death 6 consecutive months.

13. ADDITIONAL POLICIES AND MAXIMUM COVER

13.1. Being an Assistance Policy for the Maximum funeral benefit as prescribed by law, the second policy being a life Policy for the balance of the benefits applied for.

13.2. In the event of multiple policies, the policy shall have the original policy number and the second policy shall have the same number but with the prefix 1 added to the beginning of the issued number.

13.3. The terms of both policies shall be identical in all respects except as set out in this clause and hereunder: the first policy shall limit the funeral benefits and or any payments to be made in terms of the Policy schedule to maximum of R15000; the second life policy shall deduct from the total funeral benefits and and/or any payments to be made in terms of the policy schedule, any Funeral benefits and or any payments made in terms of the first policy. In total both policies together shall not be liable to provide funeral benefits (or any payments) in excess of the total amount applied for in the Application form and duly reflected in the (original and initial) single policy Schedule.

13.4. As Applicable and as required, the policy and all documents and notices connected thereto are deemed to apply equally, with the necessary and implied amendments to give practical, legal, and lawful effect to this clause, to both policies and shall be capable of being used as proof of the existence and terms conditions of both policies. At its discretion and at any time Fairways Funeral Directors may elect to issue separate Policies or policy schedule, subject to the reduction and adjustment of funeral benefits and or any payments to be made in terms of the policy schedule as set out in the preceding clause, and such shall be deemed to have been validly issued at the Inception date. Any act undertaken in respect of one policy by any party shall be deemed (unless the opposite is intended, or can be clearly deducted from the circumstances, or can be otherwise demonstrated) to apply to both policies.

13.5. In the event of an approved claim where the same deceased insured is covered by two or more Fairways Funeral Directors Policies in terms clause or otherwise, the largest of the Policies will be paid out normally.

13.6. The second largest Policy will be in all cases pay out the funeral benefit noted in the schedule to a maximum of R15000.00 or the equivalent value thereof).

13.7. Any further or additional policies on the same insured will not payable at all

13.8. If required to give effect to this clause (in the event that additional policies may not be subject to the same terms and conditions or owned by different Principal members) Fairways Funeral Directors may at its sole discretion elect which of the policies to pay out and to whom, and may also arrange for the splitting of any payments to one or more Principal members as it deems equitable.

14. TERMINATION

14.1. This policy will terminate:

14.1.1. on the death of the principal member:

14.1.2. If a premium is not received timeously by Fairways Funeral Directors as provided for by the policy:

14.2 60 days after the date of receipt by the Principal Member of Fairways Funeral Directors notice of cancellation of this policy: or

14.3 30 days after the date of receipt by the by the principal member of Fairways Funeral Directors notice of cancellation of this policy: or

14.4. Immediately and as from anyone acting for them or with their consent and no benefits will be payable.

14.5 NOTICE

14.5.1. Any notice in terms of this policy may be sent to the Principal Member or any person claiming through the policy :in writing –by way of a letter, electronically –by email or sms or other messaging system ;or verbally by telephone or in person –to any physical, postal or electronic address or telephone number specified in the Policy application .The Principal member has specifically consented to these provisions in writing and under a valid signature (or mark)through the Application Form and as at that date .

14.5.2. Any notice to be served in terms of this policy on Fairways Funeral Directors must be in writing and maybe delivered or sent to any of the addresses of fax numbers set out on in the policy for Fairways Funeral Directors.

14.5.3. Any party may change their details for notices from time to time by giving written notice to the other party.

16. HOW TO CLAIM

16.1. Upon death, call the nearest mohapi funerals office. The office will start arranging for the funeral service, including transferring the deceased to an authorized Fairways Funeral Directors facility. If death happens after hours, then call our care line 084 565 1526.

16.2. The following information must be submitted, using the original documents or certified copies thereof:

16.2.1 The policy schedule;

16.2.2. The death certificate of the deceased,

16.2.3. The identity document of the deceased,

16.2.4. In the case of a still birth, a document certified by a registered medical practitioner,

16.2.5. The identity document of the claimant.

16.3. In the case of death of a spouse, provide the marriage certificate or any other official document proof, or an affidavit regarding the cohabitation, marriage partnership.

16.4. In the case of the death of a child that does not have an identity document, provide the birth certificate.

16.5. In the case of the death adopted child, provide the birth certificate and an affidavit and/or any official documentary proof of the adoption.

16.6. In the case where cover has been extended beyond a child's 21st birthday for students, provide documentary proof to the satisfaction of Fairways Funeral Directors, from a recognized educational institution, that the child is registered as a full-time student.

16.7. In the case where cover has been extended for a principal for a principal member child 's who is mentally or physically incapacitated from maintaining themselves, provide documentary proof from a registered medical practitioner of the incapacity and of when the incapacity occurred.

16.8. Provide further documents as requested by Fairways Funeral Directors and follow the instructions of the customer care Department for any additional requirements

16.9. Fairways Funeral Directors will start processing the claim after receiving all the relevant documentation by fax. Claims will only be finalized and paid after the original documentation is received.

17. DISCLOSURE OF INFORMATION

The principal Member must accurately, fully and properly disclose all material information in the Application form as it forms the basis of the Policy and of any claim. If any important information is wrong or left out, the Death Benefit may not be paid out. The Principal Member is responsible for the information even if someone else writes on or submits the policy

Application. the principal member must never sign an application form in black and must check all the details on the policy schedule and report any errors to mohapi funerals in writing within 30 days of receiving the policy documents.

18. GOVERNING LAW

This policy is subject to the laws of South Africa

19. JURISDICTION

Only the South African courts shall have jurisdiction in respect of this policy. The parties consent to the jurisdiction of the magistrate's court of any district having jurisdiction in respect of all claims and causes of action between them, whether now or in future, arising out of or in respect of this policy.

20. ASSIGNMENT

This policy or any payable here under may not be ceded, assigned or transferred

13.3. This policy shall only be valid if the policy application has been accepted by an official of mohapi funerals at its head office. No change to this policy shall be valid unless done by way of an endorsement to this policy, signed by an authorized official of mohapi funerals at its head office or by notice to the principal member.