

## **EVOLUSURE – FUNERAL PLAN - POLICY DOCUMENT**

In association with EvoluSure Brokers (Pty) Ltd (FSP49094) • Underwritten by New Era Life Insurance Company Limited, an Authorised Financial Services Provider FSP No.2736

## POLICY TERMS AND CONDITIONS

This product is a Whole of Life Policy offering cover for Death. This product is underwritten by New Era Life Insurance Company Limited (FSP License Number 2736) and administered by EvoluSure Brokers Pty Ltd (FSP49094)

#### **SCOPE OF COVER**

- 1. In return for payment of a monthly premium, the benefit will be paid subject to, and based on the following:
- 1.1. The insured Event occurs within the Period of insurance;
- 1.2. The Event giving rise to a claim is covered in terms of the Policy and is not excluded by the terms and conditions of this Policy;
- 1.3. The truth and accuracy of the information given at the time of application;
- 1.4. You provide EvoluSure and the Insurer with all the relevant documents that may be required; and
- 1.5. The claim is reported within the prescribed periods.
- 2. The benefit will be paid as follows:
- 1.1. In the event of Death, due to accidental, violent, external and visible means, within 30 days from the date of the injury giving rise to a claim, solely as a result of the injury. the funeral benefit will be paid in a lump sum amount to the Beneficiary.
- 1.2. In the event of Death, due to natural causes, after the initial waiting period, the funeral benefit will be paid in a lump sum to the Beneficiary.
- 1.3. In the event of Death, due to natural causes, during the initial waiting period, no benefit will be paid.

## **DEFINITIONS**

The following words, terms and phrases have the meanings appearing under them when used in this Policy:

## 'Accidental Death'

: means death that has occurred due to violent, visible, external and fortuitous means independent of any other cause and which results in death within 30 (thirty) days of the injury giving rise to a claim;

## 'Age'

means the age next birthday when determining premium at Entry Date;

## 'Beneficiary'

: means the nominated party as per the Policy in the event of a Death claim payment.

## 'Benefit'

: means pre-selected option based on the application form completed;

#### 'Child'

: means a biological child of the Main Member with maximum age 21 (twenty-one), unless the child is a full-time student, then maximum age limit is 25 (twenty-five). A child who is permanently mentally or physically incapacitated will be covered in full without any expiry age. Should a child reach the maximum age, he/she may take out a policy as a Main Member,

and the waiting period will be waived;

#### 'Entry Date'

: means the date on which cover commences and will be the 1st of the month in which the first premium is received by the Insurer:

#### 'Event'

: means the event which gives rise to Your claim in terms of this Policy;

#### 'Extended Family Member'

: means Parents and Parents-in- law of the Main Member. This is limited to 4 (four) persons only;

#### 'Insured'

: means a person who has successfully applied for this Policy, who is listed in the Policy Schedule and whose policy is up to date and has not lapsed;

#### 'Insurer'

: means New Era Life Insurance Company Limited with FSP Number 2736;

#### 'Main Member'

: means the person electing to take up a Policy, responsible for premium payments and nominating a Beneficiary;

## 'Misrepresentation'

: means the conscious decision to provide inaccurate or incorrect information in relation to any personal details or medical history or to change the true facts to mislead an interested party. This shall also mean the failure to disclose material information at the date of application that had the Insurer been aware of would have resulted in the policy not being issued;

## 'Natural Death'

: refers to death arising from any cause unrelated to accidental or unnatural means.

## 'Underwriting Manager'

: means EvoluSure Brokers Pty Ltd with Registration Number 2011/003753/07 and FSP Number 49094;

## 'Period of Insurance'

: means the period for which premiums remain paid and the Policy remains in force;

#### **Policy**

: refers to the Policy Schedule, the terms and conditions, and any endorsements thereto;

## 'Premium'

: means the monthly amount payable as stated in the Policy Schedule or any endorsement issued in terms of this Policy;

#### 'Snouse'

: means the person to whom the Main Member is legally married to per South African legislation, or recognized by any relevant cultural practice, and which shall include a partner, having lived with the Main Member for a period not less than 12 (twelve) months.;

## 'Sum Assured'

: means the equivalent of the benefit amount as stated in the Schedule, or as per any limitations set by current legislation at claim stage;



## 'We, Us, Our'

: means New Era Life Insurance Company Limited ('New Era Life') - an authorized Financial Services Provider, FSP No. 2736 and EvoluSure Brokers Pty Ltd FSP No. 43574;

#### 'You, Your'

: means the Insured; and other members covered on this Policy 'Waiting Period'

: refer to a period in which cover will not be granted. Should a claim event arise during this period, no claim shall be payable.

#### **ELIGIBILITY**

You qualify for this Policy if:

- You are a South African Citizen.
- Your dependents meet the definitions of the Policy terms.
- At the Entry Date of the Policy the minimum age of the Main Member, Spouse and Parents, was older than 18 (eighteen) and the maximum age did not exceed 65 (sixty-five) years.
- Children are covered from 27 weeks of pregnancy of the biological mother who is a policy member. Children must be added to the policy within 30 (thirty) days of birth. If not added by proof of a birth certificate within this period, they will not be covered.

#### **REINSTATEMENT**

If within 6 (six) months of the Policy lapsing, the main Member wishes to re-instate the Policy, he may do so, subject to new Waiting Periods applying. For main Member, Spouse, and Children, this will be 3 (three) months if the initial Waiting Period of 6 (six) months was fully completed. For Parents, the new waiting period will be 4 (four) months, provided that the initial waiting period of 9 (nine) months was fully completed. If the member has turned 65 within the aforementioned 6 (six) month period allowed for reinstatement, and reinstates within this period, he will be covered.

## **BENEFITS PAYABLE**

Payment of a Benefit under this Policy will only be considered or made if You have complied with all the terms and conditions of this Policy, and if You or Your representative has complied with all the requirements of the claims process.

## **DEATH BENEFIT**

An amount equal to, but not exceeding, the Benefit selected at application stage will be paid should an Insured pass away from either natural or unnatural causes. The Benefit may be limited to current legislation for certain insured individual types (such as children under the age of 6 or 14 years). For purposes of this Benefit, a claim for natural death cannot be lodged within the first 6 (six) months from the Entry Date for the Main Member, Children and Spouse, and 9 (nine) months for Parents and Parents in law (the "Waiting Period"). There is no waiting period for any unnatural death; however, the first premium must have been paid in order for cover to be in place.

• Children Benefit

Unborn children from 27 weeks of the gestation period, and children, from birth to age 6 may only be covered for a maximum of R10 000 cover. Children older than 6 but younger than 14 may only be covered for a maximum of R30 000 cover. Children older than 14 up to the maximum ages as specified in this policy may be covered for any amount selected by the Main Member.

## **GENERAL EXCLUSIONS**

You qualify for this Policy if: The Insurer shall not be obliged to make any payment in respect of a claim resulting from any condition or event which is directly or indirectly caused by, arising from, contributed to by, aggravated by, connected with, traceable to or resulting from any of the following:

- intentionally self-inflicted injury, suicide or a suicide attempt (whether sane or insane) within 24 (twenty-four) months from the Entry Date;
- the Insured being affected (temporarily or otherwise) by alcohol or drugs other than as prescribed by a medical practitioner;
- the Insured committing any breach of (any) law or criminal law;
- the Insured's participation in any criminal activities;
- the Policy has lapsed or is in arrears or if the Insured has not complied with all the obligations and conditions of this Policy:
- engaging in aviation other than as a fare-paying passenger in a fixed-wing aircraft provided and operated by an airline or air charter company, which is duly licensed for the regular transportation of fare-paying passengers or in a helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers, provided such helicopter is operating only between established commercial airports and/or licensed commercial heliports will not be covered;
- nuclear accidents, war or armed conflict (whether war be declared or not), terrorist or insurgency activities, rebellion, civil commotion, sedition, sabotage or any activity associated with the aforegoing, or the defence, quelling, investigation or containment thereof by any security force;
- engaging in (or practicing for or taking part in training peculiar to) underwater activities necessitating the use of artificial breathing apparatus, climbing or mountaineering necessitating the use of ropes or guides, potholing, parachuting, hang-gliding, winter sports involving snow and ice, professional sports or racing other than on foot will not be covered;
- the Insured person driving (any vehicle/cycle) while the blood alcohol level of such person is higher than that permitted by law irrespective of whether or not such action causes an accident directly or indirectly will not be covered;
- refusing medical treatment as recommended by a registered medical practitioner;
- illegal acts of the Insured Person(s) of the Insured Person(s) personal representatives will not be covered;
- the Insured person taking a drug unless it is proved that the drug was taken in accordance with proper medical prescription and not for the treatment of a drug addiction, will not be covered;
- the Insured person not being in possession of a valid and required license for motorized vehicles including aircraft and water borne vehicles whilst in control of the said vehicle and being involved in an accident which resulted in a claim.

## SPECIFIC RESTRICTIONS ON LIABILITY

The Insurer's liability in terms of the Policy shall cease in the event of a claim decision being finalised, unless successfully disputed by the beneficiary. Should a qualifying Insured individual on the active policy not wish to take-up the Policy on the death of the main insured, then the Policy shall cease and no further benefits and premiums will be payable.



#### **TERMINATION OF THE POLICY**

This Policy will terminate or end on the earliest of the following:

- the date the Policy has lapsed;
- when either You or Us cancel the Policy;
- upon the death of the Main Member, in which case a new policy can be created with any of the adult Insured Persons as the Main Member, without the waiting period recommencing.

#### **CANCELLATION PROCEDURE AND CONSEQUENCES**

You have the right to cancel this Policy at any time by giving us 30 (thirty) calendar days' notice of the intention to cancel. Such cancellation, after the initial 30 (thirty) days from the Entry Date, will not attract a refund of any premiums paid.

#### **NO SURRENDERS OR CESSIONS**

You have the right to cancel this Policy at any time by giving us 30 (thirty) calendar days' notice of the intention to cancel. Such cancellation, after the initial 30 (thirty) days from the Entry Date, will not attract a refund of any premiums paid.

#### PREMIUM PAYMENT AND COMPUTATION

A premium is payable each month. If We do not receive Your premium on the due date, a period of 15 (fifteen) calendar days ("Grace Period") will be given to the Insured person in which to make payment to keep the Policy up to date.

Should a premium remain unpaid for a period longer than the Grace Period, a double deduction will be submitted for collection the following month. This is done by submitting a recovery debit order instruction and a standard debit order instruction to the relevant payment house. This will be regarded as the 'Default Period'.

The date of the premium collection will be as per the salary date of the main member. EvoluSure will endeavour to submit the debit order instruction as close to the main member's salary date as possible, and accommodate for weekends, public holidays. In December, the debit order instruction may be scheduled for the 15th of December.

If after the second month's premium is not received via debit order, You will need to contact Us to make arrangements as there will not be a third deduction.

Should 2 (two) consecutive payments fail, the Policy will lapse automatically, and all benefits will cease and no cover will remain in force.

Any claim lodged in the Default Period will be considered, and if approved, the outstanding premium(s) will be deducted from the benefit amount. Any claim lodged in a month after the Policy has either lapsed or been cancelled will be declined.

## **CLAIMS PROCESS**

Please notify Us of Your claim within 6 (six) months from the date of the event giving rise to a claim. Claims can be sent to info@evolusure.co.za You will be notified of the various documents required, after which the claim will be assessed and the outcome of the claim will be communicated directly to You, or in the event of the Main Member's death, to the Beneficiary.

## **REJECTION OF THE CLAIM AND TIME BAR**

In the event of a claim being rejected or You dispute the quantum of the benefit paid by Us, You are entitled to make representation to Us in respect of our decision to reject the claim or as to the manner in which the quantum of the benefit was calculated for a period of 180 (one hundred eighty) days from the date of receipt of the letter of rejection or the date of the claim payment.

Representation must be submitted in writing to:

New Era Life Insurance Company Limited,

Cambridge Manor, 2 The Manor, Ground Floor, Cnr Witkoppen

and Stonehaven Roads, Paulshof, 2056

Email: info@neweralife.co.za Tel: (011) 463 0463

Where You are not satisfied with the response from the Insurer, You are entitled to escalate the matter to the Ombudsman for Long-Term insurance on:

Private Bag X45, Claremont, 7735

Email: info@ombud.co.za Tel: (021) 657-5000

Fax: (021) 674-0951

In terms of Section 15 of the Financial Services Ombudsman Schemes Act No. 37 of 2004, on receipt of the official referral to the aforementioned Ombudsman, any applicable time barring clause in terms of this Policy or the running of prescription in terms of the Prescription Act No 68 of 1969 from the date of referral to the date of withdrawal of the referral, or determination of the referral by the Ombudsman, shall be stayed. If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against the Insurer for the enforcement of the claim by way of the service of summons against the Insurer. Summons must be served on the Insurer within 6 (six) months from the date You receive the outcome in respect of the representations You have made, failing which all benefits in respect of such claim shall be forfeited and no liability can arise in terms if such claim.

## MISREPRESENTATION

If any claim under this Policy is in any way misrepresented or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any of the Events insured against are occasioned by Your intentional act, or with Your connivance, all benefits under the Policy and all premiums paid in terms of the Policy will be forfeited and the Policy will be voidable at Our option. Appropriate action will be taken as deemed necessary by the Insurer.

#### **VARIATIONS**

No variation to this Policy will be binding on the Company unless made in writing and signed by a duly authorized officer of the Insurer and confirmed thereafter by payment of the Policy Owner of the Premium whether varied or not. No act or omission to act by the Insurer or any officer or employee of the Insure shall be deemed to be a representation on behalf of the Insurer upon which the Insured or the Insured's heirs, executors or assigns are entitled to act.

This Policy is issued on the basis that the statements and information made and set forth in the application and all declarations made in respect thereof are true and correct and constitute a full disclosure of all facts and circumstances likely to materially affect the assessment of the risk at the time of the issue of this Policy.

The Insurer reserves the right to amend, add or change the terms and conditions of this Policy by giving 1 (one) month's written notice of its intention to do so. Any variations and or changes will be binding on both the Insurer and the Insured and can be applied at any time to the existing terms and conditions after written communication of these changes has been sent to the Insured's last known address as it appears in our records at that time.



#### **CANCELLATION PROCEDURE AND CONSEQUENCES**

You have a 31 (THIRTY-ONE) day cooling off period calculated as from the date of receipt of documentation, during which you can cancel your Policy or effect an amendment to your Policy if you are not satisfied with the product.

EvoluSure will pay any premium(s) you paid towards the Policy back to you, if you cancel your Policy in terms of the above clause. To cancel your Policy within the cooling off period set out in the above clause, you will have to e-mail your written cancellation notice together with your Policy number, full names, surname and ID number to info@evolusure.co.za

After the 31 (THIRTY-ONE) day cooling off period, the Policy may be cancelled by the Main Member giving 31 (THIRTY-ONE) days' notice in writing to EvoluSure or it may be cancelled by the Insurer giving 31 (THIRTY-ONE) days' notice in writing to the Main Member at the latter's last known address. Cover will cease at midnight on the last day for which the premium has been paid. In the event that the Policy is cancelled after the expiry of the cooling off period, the premiums paid will not be refunded to the Main Member.

#### **COMPLAINT RESOLUTION PROCESS**

EvoluSure Brokers (Pty) Ltd. Fintech Campus, 81 Botterklapper Street, The Willows, Pretoria, 0184

Tel: + 27 87 012 5461 Email: <u>info@evolusure.co.za</u>

# **Life Ombudsman** (complaints relating to claims repudiations)

Postal Address: Private Bag X45, Claremont, 7735

Tel: (021) 657-5000 Share call: 0860 103 236 Fax: (021) 674-0951 Email: info@ombud.co.za

#### **PREMIUM INCREASE**

Premiums will be reviewed annually, and an annual escalation may automatically apply. You will be notified 30 (thirty) days in advance of any Premium increases and/or product changes.

## TREATING CUSTOMERS FAIRLY ("TCF")

The TCF principles are viewed seriously by the Insurer and all 6 (six) TCF outcomes ("Outcomes") are practiced at all times. We will, in all Our interactions with any Insured, endeavor to deliver excellent customer experiences which We will achieve through the ongoing review of all Our business practices and analysis of complaints. It is Our objective to be (i) fair in Our treatment of all Insureds and partners; and (ii) compliant, in all aspects, with the 6 9six) Outcomes of the TCF framework.

The TCF Outcomes are:

- You are confident that Your fair treatment is key to Our culture;
- products and services are designed to meet Your needs;
- We will communicate clearly, appropriately and on time;
- We provide advice which is suitable to Your needs and circumstances:
- Our products and services meet Your standards and are of an acceptance level; and
- there are no barriers to access Our services or to lodge any complaints.

#### **DISCLOSURE:**

#### **New Era Life Insurance Company Limited**

- In terms of the FSP license held by New Era Life, it is authorised to give advice and render financial services for Long-Term Insurance: Category 1; A, B1, B2 and C.
- New Era Life holds Professional Indemnity Cover and Fidelity Guarantee Cover.
- You can access the New Era Life Complaints Resolution Policy and the New Era Life Conflict of Interest Management Policy at <a href="https://www.neweralife.co.za/governance.html">https://www.neweralife.co.za/governance.html</a>

## EvoluSure Brokers (Pty )Ltd

- EvoluSure has been appointed by the Insurer to act as an Intermediary and is approved to market and sell Long-Term Insurance: Category 1; A, B1, B2 and C.
- The Intermediary receives the following fees from the sale of this Policy:
- If the value of the policy is R30 000 or below, the policy is classified as Assistance Business and the intermediary will earn 7.5% (seven and a half percent) commission on every premium paid.
- There is also a binder fee of 9% (nine percent). EvoluSure holds Professional Indemnity Cover as well as Fidelity Guarantee Cover.
- Without in any way limiting and subject to the other provisions under the Services Agreement/Mandate, EvoluSure accepts responsibility for the lawful actions of their Representatives (as defined in the FAIS Act) in rendering financial services within the course and scope of their employment.
- Policy wording: A copy of the policy will be made available to you by requesting such from info@evolusure.co.za
- The Intermediary derives more than 30% (thirty percent) of its total commissions from New Era Life.

## **OTHER MATTERS OF IMPORTANCE**

- You must be informed about any material changes in the detail provided about Your Administrator and New Era Life;
- If the information about Your Administrator was given orally, it must be confirmed in writing within 30 (thirty) days thereafter;
- If any complaint to the Administrator or Insurer is not resolved to Your satisfaction, you may submit a complaint to the Registrar of Long Term Insurance;
- New Era Life and not the Administrator shall provide reasons for the repudiation of any claim.

#### **WARNING**

- Do not sign any blank or partially completed application forms:
- Complete all forms in ink;
- Try and keep all documents handed to You;
- Place Your Policy in safe keeping;
- You do not have to be pressurized to buy any product;
- Incorrect information or a material non-disclosure or misrepresentation of important information including facts by You may influence the Insurer on any claims arising from Your Policy;
- if You are unsure what information to disclose, rather give too much information than too little.