

# TERMS AND CONDITIONS OF MEMBERSHIP

# 1. GENERAL INFORMATION

- 1.1. The relevant parties to this Policy are:
- 1.1.1. Abacus Life Limited ("Abacus Life")(registration number 2007/032597/06), a registered long-term insurer and the underwriter of Funeral Cover sold to PEP Customers (the "Cover");
- 1.1.2. iSmart (Proprietary) Limited (registration number 2004/024118/07), an authorised Financial Services Provider (FSP Number: 45337) that sells the Cover on behalf of Abacus Life.
- 1.1.3. Pepkor Trading (Proprietary) Limited (registration number 1958/003362/07) an authorised Financial Services Provider (FSP Number: 3247) that collect premiums on behalf of Abacus Life.
- 1.1.4. Pay At Services (Proprietary) Limited (registration number 2006/027951/07) an authorised Financial Services Provider (FSP Number: 29423) that collect cash premiums 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" Insured Person. The person named in the Membership Certificate and covered by the Policy.

# 3. THE POLICY

- 3.1. The Cover will commence upon receipt of the first premium payment.
- 3.2. The 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 Individual and Family Cover is 18 (eighteen) years and the maximum is 64 (sixty-four) years.
- 4.3. Unmarried children of the Policyholder will qualify for cover until they are 25 (twenty-five) years old.
- 4.4. Cover is afforded to only 1 (one) named Spouse/Life Partner of the Policyholder at any time.
- 4.5. A maximum of 5 (Five) children of the Policyholder or the Policyholder's Spouse may be covered at no additional monthly premium.
- 4.6. The Cover will cover a still birth from the 28th (twenty-eighth) week of pregnancy of the Policyholder or their Spouse.

# 5. SENIOR CITIZEN OPTIONS

- 5.1. The minimum entry age for a senior dependent, or a Policyholder of a stand-alone Seniors' Policy is 65 (sixty-five) years.
- 5.2. The maximum entry age for a senior dependent, or a Policyholder of a stand-alone Seniors' Policy is 80 (eighty) years.

# 6. BENEFIT(S)

- 6.1. 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."
- 6.2. This cover includes an Accidental Death Benefit. This benefit pays out double the natural death sum assured for Individual and Senior options,

and half the natural death sum assured for the Family Cover option.

- 6.3. This cover includes a "Love Programme". This benefit allows Policyholders immediate cover for legal advice, drafting of wills and a 24 hour call centre that arranges repatriation of mortal remains throughout SA at discounted rates.
- 6.4. This cover includes a Monthly Provider Benefit. This benefit is paid out 1 month after the original claim payout in six (6) equal installments. This benefit is only available to Insured Persons who have chosen the Family Cover option.
- 6.5. This cover includes a Memorial Benefit. This benefit is paid out 12 months after the original claim payout and is only available to Insured Persons who have chosen the Individual and Family Cover options.

## 7. COVER EXCLUSIONS

- 7.1. A waiting period of 9 (nine) consecutive months or 9 (nine) consecutive premium payments, whichever the later, will apply in the case of death of an Insured Person by natural causes.
- 7.2. Only death arising from accidents (unnatural causes) will be paid for within the first 9 (nine) months of the Policy or after the receipt of the 9th (ninth) premium, whichever is the later.
- 7.3. 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 (including suicide) 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.
- 7.4. No life may be covered more than once under Funeral Cover sold to PEP Customers.

# 8. PREMIUMS

- 8.1. Where the first premium is not collected the benefits under the Policy will automatically lapse.
- 8.2. 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.
- 8.3. Where two premiums are not paid the Policy will lapse.

# 9. PROCEDURES

### 9.1. BANK DEBIT ORDER PROCEDURE

- 9.1.1. The debit order will be collected on the date selected by the Policyholder on the Policy.
- 9.1.2. The Cover will only start after payment of the first Premium.
- 9.1.3. The Policy Holder's choice of debit order date is limited to 30 days from the acceptance of the Cover offering.

#### 9.2. PREMIUM PAYER/POLICYHOLDER

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

### 9.3. CONTINUATION OPTION

9.3.1. 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.

# 9.4. LAPSE RULE

9.4.1. The Policy will cancel/lapse if premiums are outstanding for two months.

### 9.5. REINSTATEMENT

- 9.5.1. The Policy cannot be reinstated after lapsing.
- 9.5.2. In the event that you wish to continue with Funeral Cover for PEP Customers, a new policy will be issued.



#### 9.6. COOLING-OFF PERIOD/RIGHT TO CANCEL

9.6.1. 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.

## 10. PROCEDURE AT CLAIMS STAGE

- 10.1. The claims procedure must be carefully followed in order to avoid a delay in the payment of benefits.
- 10.1.1. In the event of a claim, the specified benefit will be paid to the Beneficiary.
- 10.1.2. 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.
- 10.1.3. 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.
- 10.1.4. 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.
- 10.1.5. All 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 back details and a conv of a back statement of the person
  - 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.

### 10.1.6. 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 a child reflecting 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.

## **11. COMPLAINTS PROCEDURE**

- 11.1. Should you have any complaints, please contact Abacus Life and have the following information ready:
  - Policy Number;
  - Identity Number; and
  - Nature of Enquiry.
- 11.2. 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.
- 11.3. 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.

### 12. TERMINATION OF BENEFITS

- 12.1. 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)

## 13. REPLACEMENT

13.1. 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.

# 14. NOTIFICATION OF DEATH

14.1. 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.

### **15. CONTACT DETAILS**

### ABACUS LIFE

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