

**THOHO**



Funeral Services

# **Policy Document**

*a dignified service*

The name of the insurance company is THOHO Insurance (Pty) Ltd (member of THOHO Group of Companies) and THOHO Funeral Services administers this policy on behalf of THOHO Insurance (Pty) Ltd. The THOHO Funeral Services policy document explains in a clear and simple manner how the policy works. Please read it carefully so that you understand what you are paying for, most importantly any restrictions, waiting periods and exclusions.

Your policy document refers to the principal member as you, the product provider as THOHO Funeral Services and the underwriter or insurer as THOHO Insurance (Pty) Ltd. You will find the following information in your policy document:

- An explanation of funeral insurance terms
- Descriptions of your product and benefits, and
- Our contact details

Your consent to the sharing of private underwriting and claims information as set out in the standard disclosures made in terms of the Financial Advisory and Intermediary Services Act is included in this policy.

## **1. Explanation of Funeral Insurance Terms**

### **1.1 Principal Member**

Principal Member refers to the person applying for cover on the lives of the insured persons. The policyholder must be the principal member.

### **1.2 Member**

This policy may provide cover only to a principal member, a partner, child, parents or extended family members of the principal member where applied for by you in terms of this policy document.

### **1.3 Partner – Immediate Family Member**

Partner means the person to whom the principal member is married. If a principal member is married to 2 or more persons then only the partner whom you have applied for in the policy schedule as a partner will be covered, subject to the terms and conditions of this policy. Once a nomination has been made, it remains in force for as long as the principal member is married to his or her partner or until you notify THOHO Funeral Services in writing or telephonically of any changes provided that such telephonic discussion is confirmed in writing by you or THOHO Funeral Services.

Marriage means:

- a marriage in terms of statutory law
- a union that is recognised as a marriage in terms of any customary or tribal law
- a union where 2 persons are living together as if married, with the commitment of continuing to do so permanently and have been doing so for at least 12 consecutive months before the start date of the benefit.

The following criteria need to be followed to when adding a partner to the policy:

- If the partner is added after the start date of the policy the waiting period relating to the partner will start on the date the partner was added to the policy.
- Satisfactory proof is submitted to THOHO Funeral Services regarding what is stated above.

#### **1.4 Child or Children – Immediate Family Member**

In the THOHO Funeral Services policy document a child means a child of the principal member and/or partner who is nominated by you, subject to the terms and conditions of this policy. When a nomination has been made, it is in force up to the child's 21<sup>st</sup> birthday, as long as the child is unmarried (it being recorded that the policy shall cease to be of force and effect as soon as the child gets married before turning 21 years), or until you notify THOHO Funeral Services in writing or telephonically of a change. Cover will, however, be extended until the date of the child's 25<sup>th</sup> birthday, if the child is unmarried and a full-time student registered at an educational institution or is mentally retarded or is permanently and totally disabled, provided that satisfactory proof of such status is submitted to THOHO Funeral Services.

A child means:

- A child by birth, including a child still-born (following 28 weeks of pregnancy and not as a result of any wilful abortion) while the policy is in force,
- A step-child or an adopted child
- A child whom the principal member has been appointed as the legal guardian of the child provided that satisfactory proof of this status is submitted to THOHO Funeral Services.

A Grandchild means a child of any of the principal member's children or the principal member's partner's children and where both parents of the grandchild are deceased or where the grandchild is a dependent of the principal member or the partner, provided that satisfactory proof of this status is submitted to THOHO Funeral Services.

You need to let THOHO Funeral Services know in writing or telephonically (and confirm the discussion in writing) of the birth of a child whom you want covered in terms of this policy. A minimum waiting period of 6 months will apply provided such notification is received by THOHO Funeral Services within 60 days of the birth of the child.

**THOHO Funeral Services is a member of THOHO Group of Companies**

3 children can be covered under the THOHO Funeral Services plan at no additional premium. 2 additional children may be added to the THOHO Funeral Services plan at an additional premium. A maximum of 5 children may be covered by the THOHO Funeral Services plan in total.

### **1.5 Parent or Parents – Immediate Family Member**

Parent means a parent of the principal member who is nominated as a parent in the policy schedule, subject to the terms and conditions of this policy document.

A parent must be one of the following:

- Biological father or mother of the principal member
- Adoptive father or mother of the principal member
- Legal guardian of the principal member
- Stepfather or stepmother of the principal member

Parents who are under the age of 65 are only covered under the **medium** and **premium** THOHO Funeral Services plan at no additional premium. A maximum of 2 parents may be covered in terms of the THOHO Funeral Services plan. Parents are not covered under the **basic** THOHO Funeral Services plan.

### **1.6 Extended Family Member**

Extended family member means a person who is a dependent of the principal member or the principal member's partner and whose relationship with the principal member or the principal member's partner can be described by one of the following:

- Additional partner  
This means a partner of the principal member.
- Adult child  
This means a child or grandchild of the principal member or the principal member's partner that is over the age of 21 and is a dependant of the principal member or principal member's partner.
- Biological brother or biological sister  
This means a brother or sister of the principal member or principal member's partner.
- Niece or nephew  
This means a child of a brother or sister of the principal member or principal member's partner.
- Aunt  
This means the sister of a parent or the female partner of a brother of a parent.

**THOHO Funeral Services is a member of THOHO Group of Companies**

- Uncle

This means the brother of a parent or the male partner of a sister of a parent.

An extended family member can be covered under a THOHO Funeral Services plan for an additional monthly premium per extended family member. In total a maximum of 3 extended family members may be covered by the THOHO Funeral Services plan.

### **1.7 Beneficiary or Nominated Beneficiary**

The meaning of a beneficiary or nominated beneficiary is the person or persons who has/have been nominated by you to receive the benefit on your death, provided you are the principal member.

### **1.8 Accidental Death**

This is a sudden and unforeseen event occurring at an identifiable place and time, which has a visible, violent or external cause, and results in the death of the principal member.

### **1.9 Start Date**

This is the date when the first premium is received by THOHO Funeral Services and from which the principal member and nominated members are covered in terms of this policy.

### **1.10 Premium Due Date**

This is the day in each month on which the premium is payable to THOHO Funeral Services in order to be insured.

### **1.11 Premium Debit Date**

This is the date in each month on which THOHO Funeral Services will debit the premium payer's bank account.

### **1.12 Dependant**

This means a person who is financially dependent on the principal member or principal member's partner at the date of application and immediately before the dependent experiences a claim event.

### **1.13 Continuation Option**

This is the option whereby the policy continues to cover the additional members on the policy following the death of the principal member.

### **1.14 Insured Event**

This is an event which allows a valid claim to be made on the policy.

### **1.15 Natural Death**

**THOHO Funeral Services is a member of THOHO Group of Companies**

This is the death that occurs from natural causes such as disease or old age, rather than from an act of violence or injury sustained in an accident.

#### **1.16 In Force:**

This means policy benefits have not expired or been cancelled and that premiums are being paid and are up to date.

#### **1.17 Reinstatement of Cover**

This means cover that has lapsed or cancelled and is then reinstated either by THOHO Funeral Services or the principal member. New or additional terms, conditions and waiting periods could apply when cover is reinstated.

### **2. General Terms and Conditions**

#### **2.1 Interpretation**

The terms and conditions in this policy document, together with terms and conditions mentioned in the policy schedule form the basis of this policy agreement finalised between THOHO Funeral Services and the principal member. The headings in respect of the terms and conditions written here are for ease of reference only. You need to read the heading and entire clause to understand the full meaning.

### **3. Contract of Funeral Cover**

When your first premium is paid and received, THOHO Funeral Services will provide funeral cover according to the terms of your policy during the period shown in your policy schedule. Your policy schedule highlights the specifics of your funeral cover and the terms and details are very important. Please check this document carefully and let THOHO Funeral Services know if you have any concerns or queries by contacting the Client Services office of THOHO Funeral Services. The cover and/or benefits applicable to you shall be as set out in the policy schedule. You shall not receive any surrender value or paid up value.

### **4. Contract Period**

Cover under this contract will begin on the start date or reinstatement of cover date, as reflected in your policy schedule, provided the principal member has paid the first premium. The contract will remain in force until the end of the benefit term as stated in your policy schedule. Cover in terms of this policy will cease in respect of all members and come to an end in the event of:

- The death of the principal member, where the option to continue the cover has not been exercised. If the principal member's claim is declined, the continuation option may still be exercised; or

**THOHO Funeral Services is a member of THOHO Group of Companies**

- The principal member fails to pay premiums in terms of this policy on the due date, and the failure of the principal member to rectify the situation within the grace period, being a period of 30 days of the due date; or
- The principal member living outside the Republic of South Africa for more than 60 consecutive days, without the prior written approval of THOHO Funeral Services.

The funeral cover in respect of additional members shall stop in the event of:

- The death of such member;
- The payment of the benefits in respect of such member in terms of this policy; or
- Such member living outside of the Republic of South Africa for more than 60 consecutive days, without the prior written approval of THOHO Funeral Services.

## **5. Payments**

Premiums as indicated in this policy document are payable monthly in advance on or before the business day of each month for which funeral cover is granted, without deduction or set-off, for the duration of the policy. Premiums shall be paid by debit order, bank deposit or cash payment to Thoho Funeral Services in order to secure the benefits payable in terms of this policy.

In line with the provisions of section 52 of the Long-term Insurance Act, if a premium payable in terms of this policy document is not paid to THOHO Funeral Services on the due date, or the grace period, being of 30 days from due date, the cover in respect of the member shall be suspended.

THOHO Funeral Services may from time to time vary the terms of this policy document, which variation shall include but not limited to increasing the premiums, by giving you 30 days notice of such variation and/or increase.

## **6. Reinstatement**

Should your contract/or policy no longer be in force, THOHO Funeral Services may reinstate your contract/policy at your request. THOHO Insurance (Pty) Ltd reserves the right to review and underwrite the policy terms and conditions on reinstatement and assess whether to reinstate the cover. The new terms and conditions will be set out in your policy documents and policy schedule and new waiting periods and limitations may be applied from the effective date of reinstatement. In the event of conflict between this policy and your policy schedule, the policy schedule shall prevail.

**THOHO Funeral Services is a member of THOHO Group of Companies**

## **7. Cancellation**

For some reason you want to cancel your policy, THOHO Funeral Services requests that you do so in writing. THOHO Funeral Services will cancel your cover once we have received your cancellation letter. The contract will become invalid and THOHO Funeral Services will not be liable for any benefits after the cancellation date. Adding to this, THOHO Funeral Services will not refund premiums already paid as you will have already enjoyed cover.

THOHO Funeral Services will cancel the contract if:

- The term of the benefit expires;
- They fully let go all their contractual obligations;
- The principal member dies and the continuation option is not selected; or
- A payment is not received within 30 days of the normal deduction date.

If your premium is not received, THOHO Funeral Services will attempt to collect the outstanding premiums; however your cover will be suspended during this time until the premium has been received. THOHO Funeral Services will inform you in writing and/or by SMS should your premium remain unpaid, as well as inform you of the process to recover your outstanding premiums.

You are encouraged to have the money available in your account as soon as possible, to ensure that your cover remains in force. This will allow THOHO Funeral Services to recover your outstanding premiums by means of another deduction date recovery process, in the month following non-payment as soon as you have the funds available in your account. Should THOHO Funeral Services still fail to receive payment, the policy may be cancelled. Premiums already paid to date will not be refunded.

THOHO Funeral Services may cancel your policy on 30 days written notice.

## **8. Claims**

In the event of the death of any life insured, claims in terms of the policy schedule must be submitted in writing to THOHO Funeral Services in line with the terms of this policy document. These requirements may not be the only requirements. The claims department will help and advise you of all the requirements needed to assess your claim.

- All costs incurred in proving a claim shall be for the account of the claimant.
- All valid claims will be paid out within 48 hours after THOHO Funeral Services has received all the required documents laid out above and/or your policy schedule.
- THOHO Funeral Services shall be entitled to apply set-off against any benefits payable and any outstanding premiums or other amounts payable to THOHO Funeral Services by the principal member. In the situation that THOHO Funeral Services is not able to apply

**THOHO Funeral Services is a member of THOHO Group of Companies**



set-off, THOHO Funeral Services shall be entitled to deduct any amounts outstanding from the benefits payable.

- No claims of any kind shall be considered in terms of this policy after the date of cancellation or termination of the policy, unless the insured event giving rise to such claim happened before the date of cancellation.
- THOHO Funeral Services reserves the right to cancel the cover and declare all premiums paid as forfeited, should there be evidence of or an attempted submission of a fictional claim, fraud or misrepresentation.

THOHO Funeral Services will not pay or be liable for a claim unless the principal member or the beneficiary:

- Complies with requirements for notification and lodgement of his/her claim for benefits;
- Notifies THOHO Funeral Services of his/her claim in writing and issues the claim with THOHO Funeral Services in the correct manner within 6 months from the date when the insured event happened.

## **9. Disputed Claims**

THOHO Funeral Services will provide notice within a reasonable period after receiving a claim, advising the principal member or nominated beneficiary whether the claim is accepted or rejected. The notice will have the reasons for the dispute or rejection. The principal member or nominated beneficiary may make representations to THOHO Funeral Services within a period of 90 days after receiving THOHO Funeral Services notification of rejection or dispute of the claim.

THOHO Funeral Services will respond to the representations within 10 days of receiving them. Representations must be in writing. Should THOHO Funeral Services confirm the decision to reject or dispute the claim, the principal member or nominated beneficiary can either refer the complaint to the Ombudsman for Long-term insurance or take legal action against THOHO Funeral Services within 6 months from receiving their confirmation.

## **10. Ceding of Policy**

The principal member or anyone covered on this policy may not cede any benefits of the policy to another person and if you do this policy will be null and void.

## **11. Interest Payable**

No interest will be added on any payments related to premium refunds, claim payments due or any other payments.

**THOHO Funeral Services is a member of THOHO Group of Companies**

## **12. Country Covered**

All members in terms of this policy document must be citizens of the Republic of South Africa with effect from the start date or reinstatement of cover date. Benefits will not be paid out in respect of a member who is a permanent resident in a foreign country and who does not have a South African identity document.

## **13. Currency and Law**

Premiums and benefits payable under this policy document shall be paid in the Republic of South Africa and in South African Rands only. This policy document shall be governed by and interpreted in accordance with South African Law in the courts of the Republic of South Africa.

## **14. Misrepresentation, Mis-description or Non-Disclosure and Criminal Activities**

Misrepresentation, mis-description or non-disclosure of any material fact or circumstances in connection with this policy document, a claim or the application for this policy may result in this policy being cancelled, a claim rejected or the policy void from inception and all your premiums will not be refunded. THOHO Funeral Services shall be entitled to exercise any other rights it may have in law in the event of your misrepresentation, mis-description or non-disclosure of any material fact or circumstances in connection with this policy document and/or fraudulent claim.

In the situation that a benefit has been paid due to any misrepresentation, non-disclosure, mis-description or fraudulent action by a member or by any person claiming any benefit under this policy, that person will be required to repay or return the benefit. THOHO Funeral Services shall be entitled to take legal action to recover the benefit and any costs involved.

THOHO Funeral Services shall reject any claim if such claim is criminal in nature and/or is in contravention of contravening any laws in the Republic of South Africa.

## **15. Other General Terms and Conditions**

This policy does not accumulate cash or lose value and may not be converted into a paid-up policy. THOHO Funeral Services emphasizes that no loans will be allowed in terms of this policy.

## **16. Cover for Still-Born Children**

Funeral insurance in terms of this policy will be provided for still-born children born to the mother who is a principal member or partner of the principal member on the policy. Please refer to your policy schedule for confirmation of this cover.

The following conditions must apply in order for the child to be covered:

- The child must have been born after 28 weeks of pregnancy;
- Either show no signs of life or dies of natural causes within 24 hours of birth;

**THOHO Funeral Services is a member of THOHO Group of Companies**

- The death must be documented and confirmed within 24 hours of birth by a qualified, certified medical professional; and
- The death should not be classified as self-inflicted termination as per the Choice of Termination Act 92 of 1996.

### **17. Continuation Option**

In the event of the death of the principal member, the principal member's insured partner has the option to continue cover by informing THOHO Funeral Services in writing. If there is no partner, then the option to exercise the continuation option falls to the eldest member on the policy. The continuation option is valid for a period of 3 months after the death of the principal member and if not exercised, it shall automatically lapse.

The continuation option may only be taken up if the principal member's insured partner or eldest member has an insurable interest in each of the members whose cover is continuing. Should the continuation option be taken up, THOHO Funeral Services will advise the principal member's partner or eldest member of the monthly premium payable for continuing the cover.

### **18. Additional Benefits**

The following benefits are available in terms of this policy document, in addition to the once off payout in the event of the death of the principal member, depending on the type of THOHO Funeral Services policy you choose.

All THOHO Funeral Services policies provide:

- Storage of the deceased's body at a morgue.
- A coffin for the deceased to be laid in.
- A transport benefit that transports the deceased from where the body is stored to the place of burial within the borders of South Africa.
- A grave allocated for the deceased to be buried in.
- A family tent and chairs for family members.
- A programme for how the funeral will be carried out.
- Once off purchase of groceries for the deceased's family members who are covered on the policy.

THOHO Funeral Services provides the following benefits under the **medium and premium policies**:

- Parents funeral cover for the principal member.
- Airtime for members covered on the policy to make funeral arrangements.

THOHO Funeral Services provides the following benefit only for the **premium policy**:

**THOHO Funeral Services is a member of THOHO Group of Companies**

- A payout limited to 6 months which is to help members that are covered on the policy with day to day expenses and is only applicable to the death of the principal member.

## **19. Exclusions and Limitations**

The exclusions and limitations shall be calculated with regard to the start date or reinstatement of cover date in respect of a member as written in the policy schedule. No funeral cover shall be granted or benefits paid in the event of the death of a member being, in THOHO Funeral Services' opinion, as a result of the client's own act, within 2 years from the start date or reinstatement of cover date of the policy, as stated in the policy schedule.

## **20. Waiting Periods**

A waiting period of 6 months for the **basic** policy from the start date or reinstatement of cover date in respect of a member is applicable in terms of this policy. For the **medium** and **premium** policies a waiting period of 12 months from the start date or reinstatement of cover date in respect of a member is applicable in terms of this policy. During this period, no funeral cover shall be granted or benefits paid in the event of death, other than accidental death, provided that the premiums are up to date.

Any addition of cover, benefits or members to the policy shall result in a new waiting period being applicable to the additional members, benefits or cover. New waiting periods may also apply if cover is reinstated.

## **21. Contact Details**

Physical Address: 9 Mark Street, Frankfort, Free State

Email Address: [funeralservices@thoho.co.za](mailto:funeralservices@thoho.co.za)

Telephone Number: (058) 813 1033

Cell phone Number: 083 278 2301

---

NL Nemukula

Executive Director

**THOHO Funeral Services is a division of THOHO Trading CC**

THOHO Trading CC, Standard Bank, Branch: Sandton (Business Suite), Branch Code: 019205, Account No.: 023030658

**THOHO Funeral Services is a member of THOHO Group of Companies**