

Funeral Benefit Policy

MedicAlert Foundation of Southern Africa



FUNERAL BENEFIT POLICY

ISSUED TO

MEDICALERT FOUNDATION OF SOUTHERN AFRICA

Policy No : JZ9-F11

Signature date : 15 March 2016

This policy is effective from 1 April 2016.

This policy is operated by Momentum Corporate & Public Sector, a division of MMI Group Limited. MMI Group Limited is an authorised Financial Services Provider.

Momentum undertakes on payment of the stipulated premiums to provide Benefits in respect of the Members in accordance with the conditions of this policy.



**AUTHORISED SIGNATORY FOR
MMI GROUP LIMITED**

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1. ABOUT THIS POLICY DOCUMENT

1.1 Definitions used in this policy

- 1.1.1 In this policy, certain words and expressions have specific meanings assigned to them and will have the same meaning throughout the policy.
- 1.1.2 Capital letters are used to show where a defined word or expression is used in the policy with the meaning listed below.
- 1.1.3 **Accident** means an event that leads to the involuntary bodily injury of a Member solely through accidental, violent, external, visible and tangible means.
- 1.1.4 **Benefit** consists of the **Death Benefit** which means an amount equal to the death benefit specified in the Schedule which is payable in terms of this policy.
- 1.1.5 **Commencement Date** means the date specified as such in the Schedule.
- 1.1.6 **Cover** means the cover effected by the Policyholder to secure the Death Benefits provided in terms of this policy.
- 1.1.7 **Entry Date** means the Commencement Date for all MedicAlert Advantage Members existing at the Commencement Date and means the first day of membership for new MedicAlert Advantage Members entering into membership of the Foundation after the Commencement Date.
- 1.1.8 **Foundation** means the MedicAlert Foundation of Southern Africa.
- 1.1.9 **MedicAlert Advantage Member** means an advantage member of the MedicAlert Foundation of Southern Africa who satisfies the entry qualifications as set out in the Schedule. Entry qualifications may be waived if the Policyholder and Momentum so agree in writing.
- 1.1.10 **Member** means a MedicAlert Advantage Member who is covered under this policy.
- 1.1.11 **Member Category** means, if applicable, 1 of the categories specified in the Schedule into which Members are classified.
- 1.1.12 **Momentum** means MMI Group Limited (registration number 1904/002186/06), who is the insurer of this policy.
- 1.1.13 **Participant** means the Member.
- 1.1.14 **Policyholder** means the party designated as such in the Schedule.

- 1.1.15 **Policy Year** means the period specified as such in the Schedule.
- 1.1.16 **Renewal Date** means the date specified as such in the Schedule.
- 1.1.17 **Schedule** means the schedule attached to and forming part of this policy.
- 1.1.18 **Southern Africa** means the Republic of South Africa, Botswana, Lesotho, Mozambique, Namibia, Swaziland and Zimbabwe.
- 1.1.19 **Waiting Period** means the waiting period specified in the Schedule, commencing on the Entry Date.

1.2 Policy document and alterations

- 1.2.1 This policy is the entire contract between Momentum and the Policyholder. Any changes to this policy will be in writing and will be signed by an authorised representative of Momentum.
- 1.2.2 This policy may be altered by Momentum on 1 month's written notice to the Policyholder.

1.3 Benefits not transferrable

- 1.3.1 The Benefits under this policy cannot be transferred, ceded, pledged or assigned in any way.

1.4 Surrender value

- 1.4.1 This policy does not participate in the profits of Momentum and it does not have any surrender value.

1.5 Termination of policy

- 1.5.1 The Policyholder and Momentum may cancel this policy by giving the other party 1 calendar month's prior written notice.
- 1.5.2 The Policyholder may cancel the policy within 30 days of receipt of the policy or of the policy summary provided in terms of section 48 of the Long-term Insurance Act of 1998. Momentum will refund all premiums paid in respect of the transaction, adjusted at Momentum's discretion for any investment charges incurred, negative investment experience and reasonable, time-based fees for work performed. The Policyholder may not cancel the policy in terms of this clause if a Benefit has been paid or claimed or an insured event has already occurred.

2. CONDITIONS FOR PROVISION OF COVER

2.1 Eligibility for Membership

- 2.1.1 All MedicAlert Advantage Members must be insured as Members under this policy.
- 2.1.2 The Cover in respect of a Member will commence upon completion of the Waiting Period. A Member's Cover during the Waiting Period will be restricted to Accident Cover only. (Accident Cover is explained in clause 2.3)
- 2.1.3 If the entry conditions are waived to allow a MedicAlert Advantage Member to become a Member, then his Cover will only start once Momentum has agreed to this in writing.

2.2 Accident Cover

- 2.2.1 Accident Cover will be provided by Momentum during the Waiting Period.
- 2.2.2 This Accident cover will be limited to claims resulting from an Accident, not natural causes, where the Member's date of death occurs within 180 days of the Accident.
- 2.2.3 In addition to the exclusion set out in clause 2.3, no Accident Cover will be payable in respect of claims arising wholly, or partly, directly or indirectly as a consequence of:
 - 2.2.3.1 suicide or attempted suicide or any self-inflicted injury, whether the Member is sane or insane and whether by his own hand or not or by the hands of justice;
 - 2.2.3.2 excessive use of intoxicating liquor, willful inhalation of gas or taking of poisons, drugs or narcotics (except as prescribed by a qualified medical practitioner who is currently registered with the Health Professions Council of South Africa);
 - 2.2.3.3 any violation of the criminal law by the Member, or any event occurring while the Member is in violation of the criminal law;
 - 2.2.3.4 participation in any type of aviation or airborne pursuit other than as a passenger on a licensed commercial airline or air transport company;

- 2.2.3.5 hazardous activities, including but not limited to, extreme altitude climbing (above 3000m), motorized racing/speed contests, speed trials and boxing, including kickboxing and fighting of any kind, except in self-defence;
- 2.2.3.6 any undisclosed risky or dangerous activities which, in the opinion of Momentum, may expose the Member to a higher than average risk of injury.

2.3 Exclusions

- 2.3.1 No Benefit will be payable for any claim if it is in any direct or indirect way caused by, related to, or a result of:
 - 2.3.1.1 any nuclear reaction or nuclear radiation;
 - 2.3.1.2 active participation in war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, military uprising, military or usurped power, martial law, insurrection, rebellion or revolution;
 - 2.3.1.3 active participation in any mutiny, riot or civil commotion that assumes the proportions of or amounts to a popular uprising;
 - 2.3.1.4 active participation in any act of terrorism or action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, even if there are other causes or events that contribute to the claim at any stage. In this policy terrorism means an act, the threat of an act, or any preparation for an act:
 - (a) which may or may not involve violence or the use of force by any person or group (whether they are acting alone or on behalf of or in connection with any organisation, regime or any constitutional or practicing government); and
 - (b) that is, or appears to be, intended to intimidate, harm or influence any government, the public, or a section of the public, or to disrupt any segment of the economy; and
 - (c) that from its nature or context is or appears to be done in connection with political, social, religious, ideological or similar causes or objectives.

2.4 Cessation of Cover

2.4.1 A Member's Cover will cease on the earliest of the following:

2.4.1.1 the absence of the Member from Southern Africa for a period of 12 months (unless Momentum decides to extend this period at its sole discretion);

2.4.1.2 cessation of the membership agreement between the Member and the Foundation;

2.4.1.3 the Member's death;

2.4.1.4 cessation of payment of premiums, subject to clause 4.5;

2.4.1.5 termination of this policy by Momentum or the Policyholder.

2.4.2 Absences from Southern Africa that are separated by less than 6 consecutive weeks will be added together to determine whether or not the 12 month period in clause 2.4.1.1 has elapsed.

3. DEATH BENEFIT

3.1 Payment of Death Benefit

3.1.1 On production of a death certificate satisfactory to Momentum and such other information as Momentum may require, Momentum will pay the Death Benefit to the Policyholder, or such other person as the Policyholder may direct.

3.1.2 The Death Benefit in the Schedule in respect of the relevant category will be payable upon the death of the Member.

4. ADMINISTRATION

4.1 Provision of information

4.1.1 The Policyholder must provide Momentum with all the Member information it requires on a monthly basis.

4.1.2 At each Renewal Date the Policyholder is required to provide Momentum full Membership details including identity numbers, salary details, categories, classifications and all other information requested by Momentum to determine Cover, Benefits and premiums.

- 4.1.3 In addition, the Policyholder must provide to Momentum any information requested by Momentum which it considers relevant to the determination of Cover, Benefits and premiums in terms of this policy.
- 4.1.4 In the event that any information requested by Momentum is not provided within 6 weeks of Momentum requesting it, and the information is material to Momentum's ability to perform its obligations in terms of the policy, Momentum will give the Policyholder 2 weeks' written notice of its intention to terminate the performance of services and any Cover provided under the policy. On the expiry of the 2-week notice period, the performance of services and the provision of Cover will cease unless Momentum has before then received the requested information or has agreed otherwise in writing.
- 4.1.5 Momentum will not be liable to any person in respect of any misrepresentations, errors or omissions contained in the information provided to Momentum by the Policyholder.
- 4.1.6 Momentum must have satisfactory proof of a Member's age before any Benefit is paid for that Member. If the date of birth previously notified to Momentum in respect of a Member proves to be incorrect, Momentum will, after consulting with the Policyholder, calculate the premiums that should have been paid and adjust the premiums retrospectively to the date on which the Member became entitled to Cover in terms of this policy or make such adjustment to the Cover as it considers appropriate.
- 4.1.7 Should any amount owed to Momentum as a result of such premium adjustment not be paid by the Policyholder to Momentum within 30 days of Momentum's written request to do so, Momentum will reduce the Cover as it considers appropriate by reference to the premiums actually received in respect of the Member.
- 4.1.8 Momentum will keep a register of Members in which it will record the information supplied by the Policyholder.
- 4.1.9 Momentum is entitled, at all reasonable times, to enable it to fulfil its obligations in terms of the policy, to inspect and make copies of the payrolls and other records of the Foundation.
- 4.1.10 Momentum has the right to call for an auditor's certificate at the expense of the Policyholder, to certify any information relating to a claim or the Cover or Benefits provided under this policy.

4.2 Fraud and dishonesty

- 4.2.1 Momentum will not be liable for any claim if the Policyholder, Member, Participant or Foundation commit any act of dishonesty or fraud in relation to this policy.
- 4.2.2 Momentum can investigate any circumstances where it suspects dishonest or fraudulent behaviour. Such investigation may include, but will not be limited to, the use of photographs, video and other recordings or documents that may be used as evidence for the purposes of the investigation, subject to the rules governing the law of evidence.

4.3 Submitting claims

- 4.3.1 The Policyholder should notify Momentum as soon as possible of any potential claim or of any occurrence that could lead to a claim.
- 4.3.2 Formal written notification of a claim in respect of a Death Benefit, together with all documentation required by Momentum, must be lodged with Momentum within 6 months of the date of death, failing which, the claim will not be admitted.
- 4.3.3 The Policyholder must, at its own cost, provide Momentum with all the initial information and assessments required by Momentum in order to adequately assess the claim, failing which the claim will not be admitted.
- 4.3.4 Should Momentum request any additional information or supporting documents over and above the standard, prescribed requirements, these must be provided to Momentum within 12 months of the Member's date of death.

4.4 Claim assessment

- 4.4.1 Momentum will assess a claim within a reasonable time of receiving it.
- 4.4.2 On admission of the claim, and on the satisfaction of the provisions of this policy, Momentum will pay the Benefit to the Policyholder or such other person as the Policyholder may direct in accordance with the provisions of this policy.
- 4.4.3 Where Momentum has agreed to extend the period of grace for the payment of premiums in terms of clause 4.5.4, no claim will be paid nor will it accrue before all outstanding premiums are received by Momentum.

4.5 Payment of premiums

- 4.5.1 Premiums are payable monthly in arrears on the last day of the month to Momentum.
- 4.5.2 At the end of each Policy Year Momentum will compare the premiums due with the premiums paid during the Policy Year. Any amount under or overpaid will be paid by the Policyholder to Momentum or refunded by Momentum to the Policyholder as the case may be. The premiums due will be determined in accordance with Momentum's standard census method, or on such other basis as agreed in writing by Momentum and the Policyholder.
- 4.5.3 A period of grace of 30 days is allowed for payment of the premiums.
- 4.5.4 If the full amount of premiums due is not received by Momentum within the period of grace, all Cover will cease from the last date in respect of which the full amount of premiums has been paid, unless it is agreed otherwise by Momentum in writing.
- 4.5.5 Momentum will be entitled to charge the Policyholder interest on any overdue premium at the most recent call interest rate charged by First National Bank for the period from the expiry of the period of grace to the date of payment of the overdue premium.

4.6 Rate guarantee

- 4.6.1 The premium rates used to calculate premiums are guaranteed for a minimum period of 12 months from the Commencement Date.
- 4.6.2 Momentum may however alter the premium rates at any time on 1 month's written notice to the Policyholder, in the event that:
 - 4.6.2.1 there is a change in membership or categories of Members that in the opinion of Momentum affects the risk under this policy;
 - 4.6.2.2 the benefit structure under this policy changes; or
 - 4.6.2.3 the information or data provided to Momentum for the purposes of calculating the premium rates is in any material respect incorrect, including but not limited to previous claims experience and Member information, which includes the age, sex and occupation of the Member.

- 4.6.3 After the expiry of 12 months from the Commencement Date, Momentum has the right to alter the premium rates at any time during any Policy Year upon 1 month's written notice to the Policyholder.

4.7 Currency and law

- 4.7.1 All amounts payable in terms of this policy, either to or by Momentum, are payable in the lawful currency of the Republic of South Africa at the registered office of Momentum. Any question of law arising under this policy will be decided according to the laws of the Republic of South Africa.

4.8 Address and communications

- 4.8.1 Momentum and the Policyholder will choose a physical address for all official written correspondence related to this policy. Their chosen addresses are set out in the Schedule.
- 4.8.2 Either party may change its address by giving written notice of the new physical address to the other party. Until receipt of such amended address, the last notified address will remain in force and of effect.
- 4.8.3 All communications in connection with this policy will be in writing.

4.9 Decisions not a precedent

- 4.9.1 If Momentum or any other party waives or relaxes any conditions or rights under this policy, this will not be seen as a precedent or an alteration of the policy terms in any way.

4.10 Disputes

- 4.10.1 Should a dispute arise out of the interpretation or implementation of this policy, such dispute will be referred to the Ombudsman for Long-Term Insurance for resolution.
- 4.10.2 Nothing in this policy prevents any party to this agreement from applying for urgent or interdictory relief.

SCHEDULE

This Schedule must be read in conjunction with, and forms an integral part of, the Funeral Benefit Policy, Policy Number JZ9-F11, issued to the Policyholder listed hereunder.

Commencement Date	:	1 April 2016
Death Benefit	:	R10,000
Entry qualifications	:	All MedicAlert Advantage Members who: (a) have attained the age of 18 years; (b) have not yet attained the age of 75 years; and (c) are permanent residents of South Africa
Foundation	:	MedicAlert Foundation of Southern Africa
Member Categories	:	Not applicable
Physical address		
	Momentum	: 268 West Avenue, Centurion, 0157
	Policyholder	: 2nd Floor, 19 Louis Gradner, Foreshore, Cape Town, 8001
Policyholder	:	MedicAlert Foundation of Southern Africa
Policy Year	:	1 April to 31 March
Renewal Date	:	1 April
Waiting Period	:	3 months

ANNEXURE 1

This annexure forms part of the policy, Policy Number JZ9-F11 issued to the Policyholder and should be read together with the policy.

Momentum will provide Family Assistance services to the Members. The Member as well as the Member's Beneficiaries will be able to access Family Assistance services by calling a dedicated call centre.

The Family Assistance services will mean:

- (a) funeral assistance services;
- (b) repatriation of mortal remains;
- (c) legal assistance;
- (d) EA Touch: Trauma, assault and HIV protection;
- (e) emergency medical services;
- (f) bereavement counselling.

A detailed description of these services, including the conditions, exclusions and limits that apply to them, is available on request from Momentum.

Momentum can cancel the Family Assistance services at any time on 1 month's written notice to the Policyholder.