



**ALLLIFE**  
COVER FOR THE LIVING



# Funeral Policy

Policy Wording | January 2020

Underwritten by Old Mutual Alternative  
Risk Transfer Limited (OMART),  
a registered Long-Term Insurer.



## GENERAL

### 1. About this Funeral Policy

This **Funeral Policy** is designed to provide a once-off cash payment in the event of death of the Insured Person as set out in the Policy, along with additional Benefits as recorded in the Policy Schedule. South African law applies to this Policy.

We respect your privacy and take great care to protect the confidential information you give us; we will deal with it in a lawful manner. We will not share your personal information with any third party except if it is required to do so in the ordinary course of business, or where required by law. or with your consent.

We don't like spam and we won't sell your details to anyone for their marketing purposes. We may collect and process certain personal information for communication and administrative purposes. Collection and processing of this information will help us give you better service and create products tailored to meet your needs. By accepting the terms and conditions, you consent to the sharing of your information and any additional information provided pertaining to your beneficiaries. We take measures to ensure that our third parties keep your information confidential and protected. For more information on our processing activities, please refer to our Privacy Policy on [www.alllife.co.za](http://www.alllife.co.za)

#### 1.1. The information that forms part of your Policy

The following documents and information form part of your **Funeral Policy** and must be read together as one document:

- **The information you provided when you applied for the Funeral Policy**  
This refers to any and all information provided whether over the telephone, electronically or in paper format.
- **A Policy Schedule**  
This sets out the details of the person who is insured, the Commencement Date, the Policy Benefits, details of the nominated Beneficiaries, the Premium payable.
- **Terms, conditions and exclusions**  
The terms, conditions and exclusions, outlined in this document.

This policy includes consent to the sharing of private underwriting and claims information as set out in the standard disclosure made in terms of the Financial Advisory and Intermediary Service Act.

#### 1.2. The Policy Owner and Nominated Spouse and/or Children

- The Policy Owner has the right to designate a nominated Beneficiary and make changes to that designation at any time. If the family option is selected, the Policy Owner must specify the spouse and/or children to be covered as Insured Persons.
- The Insured Person(s) must be ordinarily resident in the Republic of South Africa. For the purpose of the Policy, ordinarily resident means the Insured Person resides in the Republic of South Africa and regards it as his or her permanent home. The Policy Owner must inform The Insurer in writing if an Insured Person(s) leaves the country for a consecutive period of more than three months.
- If an Insured Person(s) does leave the country for more than three months, The Insurer may at its discretion impose additional terms and conditions for the continuation of the Policy, including an increase in Premium or suspending the cover until the Insured Person returns to the Republic of South Africa. If The Insurer is not informed, The Insurer may at its discretion repudiate a claim and/or terminate the Policy, in which event Premiums will not be refunded.
- The Policy cannot be ceded to another person or entity, and has no surrender value.

- For the purpose of the Policy, a spouse of the Policy Owner is someone who is:
  - Legally married to the Policy Owner, or
  - Able to prove, to the satisfaction of The Insurer, that for at least six consecutive months, he or she has been the partner of the Policy Owner in a serious relationship akin to a monogamous marriage between husband and wife,
  - In a union recognised in terms of the Recognition of Customary Marriages Act.
- Children are:
  - A biological child, legally adopted child or stepchild, or
  - A child where the main member or spouse are the legal guardian
  - A dependent child of the main member or spouse up to the age of 21 (twenty-one) years, and where mentally and/or physically disabled children are not limited to the age of 21 (twenty-one) years.

- The cover amount for children are calculated as a percentage of the cover amount of the Policy Owner, according to their age:

| AGE       | PERCENTAGE (%) |
|-----------|----------------|
| Stillborn | 12.5%          |
| 0 – 4     | 12.5%          |
| 5 – 12    | 25%            |
| 13 – 20   | 50%            |

- The Policy Owner must provide proof that the person is a spouse by way of a marriage certificate or other proof acceptable to The Insurer.
- The Policy Owner may at any time change the cover option selected, by notifying (telephonically or by email) The Insurer. (Section 3.2.3).
- The Policy Owner must specify the spouse and/or children to be covered as Insured Persons by notifying The Insurer. If not specified, the spouse and/or children will not be covered. The Policy Owner may withdraw a nomination or add a nomination at any time by notifying (telephonically or by email) The Insurer. (Refer to Section 3.2.2 Cover commencement).

## 2. DEFINITIONS

These definitions apply throughout the Policy.

|                       |                                                                                                                                                                                                                                                        |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Accident / Accidental | 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 Insured Person.                                                                             |
| AllLife               | AllLife (Pty) Ltd.                                                                                                                                                                                                                                     |
| Benefits              | The Benefits that become payable upon the death of the Insured Person(s), as recorded in the Policy Schedule.                                                                                                                                          |
| Beneficiary(ies)      | The person(s) nominated by the Policy Owner to whom the cover amount and other Benefits, as recorded in the Policy Schedule, is paid to upon the death of the Insured Person.                                                                          |
| Commencement Date     | The date when the Policy takes effect as recorded in the Policy Schedule.                                                                                                                                                                              |
| Insured Events        | An event which allows a valid claim to be made on the Policy.                                                                                                                                                                                          |
| Insured Person(s)     | The person(s) accepted for cover under this Policy as recorded in the Policy Schedule.                                                                                                                                                                 |
| Natural Death         | 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.                                                                                                              |
| OMART                 | Old Mutual Alternative Risk Transfer Limited.                                                                                                                                                                                                          |
| Policy                | A contract between the Policy Owner and The Insurer as set out in the Policy Schedule and the Terms, Conditions and Exclusions included in this document, and is governed by the laws of the Republic of South Africa.                                 |
| Policy Owner          | The Policy Owner (main member) is the contract owner as recorded in the Policy Schedule.                                                                                                                                                               |
| Policy Schedule       | The first section of this Policy Document, which sets out details of the Policy Owner and Insured Person(s), Policy Benefits, Premiums payable, relevant disclosures provided in the application form, and the terms and conditions referring to them. |
| Premium               | The total monthly payment payable to maintain the Benefits under this Policy.                                                                                                                                                                          |
| Premium Payer         | The party specified in the Policy Schedule who is responsible for the payment of the Total Premium. The Payer is only permitted to change payment related information.                                                                                 |
| The Insurer           | OMART, a registered South African life insurance company which underwrites this Policy and against whom a claim may be registered in terms of this Policy.                                                                                             |

### 3. TERMS, CONDITIONS AND EXCLUSIONS

#### 3.1. Give us relevant, true and complete information

The information given to The Insurer and AllLife in the application for this Policy, (refer to section 1), forms the basis upon which this Policy is issued and maintained.

Should the Policy Owner and/or the Insured Person provide false information or distort information, which has a material impact on The Insurers' ability to assess the risk and/or to determine if the Life Insured qualified for the cover, The Insurer will be entitled to cancel this Policy from the Commencement Date.

If any claim under this Policy is in any respect fraud or if any fraudulent means or devices are used by the Policy Owner and/or the Insured Person or anyone acting on their behalf or with their knowledge or consent to obtain any Benefit under this Policy or if any event is caused by the wilful act or with the involvement of the Insured Person, the Benefit afforded under this Policy in respect of any claim shall be rejected.

#### 3.2. Understand your Policy

##### Check your Policy Schedule

3.2.1. The Policy Schedule sets out important information about your Policy, including your cover and Benefit amounts. It is your responsibility to let AllLife know as soon as reasonably possible if any details are incorrect or changes. AllLife will amend your Policy and send you an updated Policy Schedule that reflects these changes for safe keeping.

##### Commencement and Termination

- 3.2.2. The Policy and cover will commence on the date agreed and reflected in the Policy Schedule, provided the Premium has been paid. The Premium is regarded as paid once the Premium Payers' bank account has been successfully debited and provided the payment is not subsequently reversed.
- 3.2.3. Where the Policy Owner changes the cover option in terms of clause 1.2 which results in additional nominated Insured Persons to be covered by the Policy, or the Policy Owner nominates a new spouse and/or children be added as Insured Person, the cover for such Insured Persons shall commence on the date agreed in the Policy Schedule, provided the Premium has been paid. The Premium is regarded as paid once the Premium Payers' bank account has been successfully debited and provided the payment is not subsequently reversed.
- 3.2.4. The Insurer shall be entitled to cancel the Policy if a claim is submitted and such claim is determined by The Insurer to be based on fraud and rejected by The Insurer on the grounds of fraud. If this happens no Benefit will be payable and Premiums received prior to cancellation will not be refunded.
- 3.2.5. The cover for all Insured Persons will automatically terminate:
- when the Policy Owner dies, or
  - At the end of the calendar month in which the Policy Owner has not paid Premiums in terms of clause 3.2.17 – 3.2.21 and the Policy has not been reinstated, whichever occurs first.
- 3.2.6. If applicable, the cover for the nominated spouse and/or children shall automatically terminate:
- when the nominated spouse and/or children dies, or
  - When the Policy Owner has withdrawn the nomination of the spouse and/or children, by giving at least 30 days' notice to The Insurer. The Policy will terminate on the last day of the calendar month, in which the 30 day period ends, and no pro-rata Premiums will be refunded.
- 3.2.7. Either party may cancel the Policy by giving at least 30 days prior written notice to the other party. The Policy will terminate on the last day of the calendar month, in which the 30 day period ends, and no pro-rata Premiums will be refunded.

##### Waiting Period

- 3.2.8. The waiting period for Natural Death is 6 months.
- 3.2.9. The waiting period for intentional self-inflicted injury / suicide is 12 months.
- 3.2.10. Death from Accidental causes is covered from the time your first premium is paid.



- 3.2.11. The waiting period will be calculated from the date the respective Insured Person has active cover.
- 3.2.12. In the instance the Life Insured informed AllLife of a previous policy, with a registered long-term insurer, covering similar risks with a waiting period, any balance remaining from such waiting period, will be transferred to this policy.
- 3.2.13. In the event that the cover amount is increased, a waiting period of 6 months, will be applied to the increased portion from the date of increase for Natural Death.

#### **Insured Events**

- 3.2.14. An Insured event occurs when the Insured Person dies as a result of injuries sustained in an Accident, provided that the Accident occurs after the commencement of the Policy, and the death occurs within 30 days of the Accident, or
- 3.2.15. When an Insured Person dies as a result of Natural causes such as illness.
- 3.2.16. Suicide through wilful and intentional self-harm is not regarded as an Accident, waiting period applicable (Refer 3.2.9).

#### **Premium**

- 3.2.17. The Premium is the monthly payment that must be paid by the Policy Owner or Premium Payer, where applicable to The Insurer under the Policy, and is payable monthly in advance. Premiums must be paid in full every month for the duration of the Policy. The amount of the Premium is recorded in the Policy Schedule. The Premium is regarded as paid once the Premium Payers' bank account has been successfully debited and provided the payment is not subsequently reversed.
- 3.2.18. If the Premium, or any part thereof, is not received on the due date. The Policy Owner or Premium Payer, where applicable has 30 days grace in which to ensure that the Premium is paid, where after The Policy will lapse.
- 3.2.19. Should the full missed Premium not be paid within the 30 days, The Insurer may lapse the Policy from the date that the missed Premium was due.
- 3.2.20. The Policy will remain active on receipt of the full missed Premium within the 30 day grace period, or on any other terms and conditions determined by The Insurer in its sole discretion, which will be communicated verbally and/or in writing.
- 3.2.21. The Premium will be reviewed annually to determine whether the Claims experience and expenses are higher than assumed. The Insurer will notify the Policy Owner timeously and in writing of a pending review and the timing of the review if the review is expected to result in a Premium increase.
- 3.2.22. An annual Premium holiday is applicable, for the month of December, therefore no premium will be collected for the month of December, provided a minimum of four premiums have been paid successfully, leading up to the month of December.
- 3.2.23. The Premium is subjected to an annual increase, on the Policy anniversary, as indicated in the Policy Schedule.
- 3.2.24. Notice of changes to Premiums will be communicated to the Policy Owner, thirty (30) days' prior to the change. The Insurer will require the revised Premium to be paid in order to maintain cover. Cover will only be maintained if the revised Premium is accepted and paid.

#### **Nominated Beneficiary (ies)**

- 3.2.24. The Policy Owner may nominate one or more Beneficiary (ies) to receive payment of the cover amount and other death Benefit(s) in the event of the death of the Policy Owner, by notifying The Insurer in The Insurer's prescribed format.
- 3.2.25. The Policy Owner is by default the Beneficiary of the nominated spouse and/or children.
- 3.2.26. If no nomination is received by The Insurer prior to the death of the Policy Owner, or the Beneficiary(ies) nomination is invalid due to the nominated Beneficiary(ies) not surviving the Policy Owner, or the nomination not being in the prescribed format, then the Benefit will be payable to the Policy Owner's estate.

#### **Benefits Payable**

- 3.2.27. At the commencement of the Policy, the Policy Owner must select the amount of cover for all Insured Persons, the Policy Owner as well as his or her spouse and/or children, if the family cover option is selected in terms of clause 1.2. The available options and the amount selected by the Policy Owner are recorded in the Policy Schedule.

- 3.2.28 The Benefit(s) will only be payable provided a valid claim has been submitted to The Insurer and all Premiums have been paid.
- 3.2.29 No investment, surrender or loan values are payable in terms of the Policy.
- 3.2.30 No interest shall be payable by The Insurer on any Benefits.

#### Additional Benefits

- 3.2.31 In addition to the cover amount, the following Benefits are available in terms of this Policy in the event of the death of an Insured Person:
- **Double Accidental Death Benefit**  
Should the Main Member die as a result of Accidental Death, the Benefit payable is equal to double the cover amount.
  - **Premium Holiday in December**  
An annual premium holiday in the month of December for the duration of the Policy, provided premiums have been paid successfully for the four months (August, September, October and November) leading up to the month of December.

#### Amendment of Terms and Conditions

- 3.2.32 The Insurer may amend the terms and conditions by giving the Policy Owner 31 day's prior written notice. An updated version of the terms and conditions will be forwarded to the Policy Owner at the last known address in possession of The Insurer.

#### Cooling Off Period

- 3.2.33 If, after studying this Policy document the Policy Owner is unhappy with the Policy he/she has purchased, the Policy Owner may take advantage of a thirty-one (31) day "cooling off" period. This "cooling off" period enables the Policy Owner to re-evaluate their purchase and cancel this Policy by sending a written cancellation notice to AllLife (within thirty-one (31) days) after this Policy document has been received or would reasonably be expected to have been received. The "cooling off" period only applies if no Claims have been lodged against the Policy. Any Premiums paid will be refunded subject to the deduction of the cost of the risk cover actually enjoyed.

### 3.3. Exclusions

No Benefit(s) will be payable if the Insured Event, directly or indirectly, is caused by, arises or results from, is contributed to by, or is traceable to:

- 3.3.1 war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power,
- 3.3.2 participation in Labour disturbances, riots, demonstrations, strikes or lock-outs,
- 3.3.3 acting in the course and scope of employment in military, naval, air or police services of any country or international authority,
- 3.3.4 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,
- 3.3.5 the influence of alcohol or an injury or illness sustained when the blood alcohol content of any Insured Person exceeded the level permitted by the road traffic laws of the country where the hospital confinement and/or bodily injury took place, or the influence of drugs or narcotics, unless administered by a registered member of the health profession or unless prescribed by and taken in accordance with the instructions of a registered member of the health profession, and not for the treatment of drug addiction,
- 3.3.6 elective, experimental or cosmetic surgery or any voluntary treatments,
- 3.3.7 any involvement in any criminal activity as a willing participant,
- 3.3.8 hazardous activities such as, but not limited to, bungee jumping, racing and extreme sports, or
- 3.3.9 Exposure to radioactivity, atomic energy, nuclear reaction, terrorism, nuclear or biological or chemical hazards and warfare agents.



### 3.4. Claims

- 3.4.1. All Claims must be submitted to AllLife (on behalf of The Insurer) within the prescribed period recorded in the Policy Schedule. If this is not done then the claim will not be considered by The Insurer and therefore not paid.
- 3.4.2. The claimant must supply all required documentation and other information that is reasonably requested by The Insurer, at the claimant's expense.
- 3.4.3. Upon the admission of a valid claim, the Benefits shall be payable to the nominated Beneficiary(ies), within 48 (forty-eight) hours from approval, provided all required documents, and requested information necessary to assess the claim, have been received.
- 3.4.4. Such payment will be in South African Rand and made by electronic funds transfer to a South African bank account/s only.
- 3.4.5. Once a claim has been paid, The Insurer shall have no further liability towards the claimant.
- 3.4.6. Should The Insurer reject the claim, the claimant may, within a period of 90 days dispute the decision and make a representation against this decision, by addressing written communication directly to AllLife, or The Internal Complaints Department of Old Mutual Alternative Risk Transfer Limited (OMART). Old Mutual Alternative Risk Transfer Limited (OMART) will respond in writing within 45 days.

The claimant is also at liberty to approach the Long Term Insurance Ombudsman should they have a complaint against The Insurer, Old Mutual Alternative Risk Transfer Limited (OMART), or the FAIS Ombudsman should they have a complaint against the Intermediary, AllLife.

If we persist in our rejection or dispute of the claim after representations have been made, the claimant may consult a lawyer who should institute the action within 180 days or 6 months after the expiration of the 90 day period referred to above to avoid losing their to claim.

If legal proceedings is not instituted within that time the claimant will no longer be entitled to claim the Benefit under the Policy.

### 3.5. Dispute Resolution

In the event of any dispute, other than claim handling, arising between The Insurer and the Policy Owner in respect of the Policy, the person(s) shall in good faith take all reasonable and necessary steps to resolve the dispute. If no agreement is reached within 10 business days, a notice to terminate, will be issued, where after 31 days, the policy will be terminated.



## 4. COMMUNICATIONS

### 4.1. What do I do if I need more information?

#### AllLife

AllLife will gladly attempt to resolve any questions or problems you may have regarding this Policy.



0861 255 543

**Customer Care**



customercare@alllife.co.za



0866 171 888

**Claims Department**



Claims@alllife.co.za



PO Box 787159, Sandton, 2416

**Compliance Department**



compliance@alllife.co.za

**Please always include your ID Number and your Policy details when communicating with AllLife.**

The Insurer undertakes to settle all valid Claims as quickly as possible following receipt of all required documentation. Should the Policy Owner or Beneficiary (ies) have any query or complaint regarding the settlement of any Claims or is in any way unhappy about the service that they have received, they may contact the Compliance Department.

If the inquiry is not satisfactorily resolved, the Policy Owner or Beneficiaries may contact:

#### Old Mutual Alternative Risk Transfer Limited (OMART)



(021) 509 2191



PO Box 66, Cape Town, 8000



OMARTComplaints@oldmutual.com

If still not satisfactorily resolved, the Policy Owner or Beneficiaries may contact:

#### Long Term Insurance Ombud



0860 662 837 / (021) 657 5000



(021) 674 0951



Private Bag X45, Cape Town, 7735



info@ombud.co.za

#### FAIS Ombud



0860 324 766



(012) 348 3447 / (012) 470 9080



P.O. Box 74571, Lynnwood Ridge, 0040



info@faisombud.co.za

