# TERMS AND CONDITIONS FOR THE REPATRIATION SERVICE BENEFIT

This document is furnished to you in respect of the repatriation service benefit you elected to add as a Rider benefit to the funeral policy you purchased from Prospercare Benefit Solutions (PTY) LTD (Prospercare) an Agent for NESS Consulting Services (PTY) LTD ("NESS").

This summary provides an overview of the terms and conditions of the Operations Policy issued in respect of the NESS Repatriation Service Benefit ("Rider Benefit") Agreement, a copy of which is available at Prospercare. Should there be any inconsistency between this summary and the Operations Policy, the provisions of the Operations Policy will take preference.

The Repatriation Service Benefit is offered as a Rider Benefit on an active funeral policy and hence it can only remain active as long as the underlying funeral policy is active. In line with the terms and conditions of the funeral policy, Prospercare together with NESS will adhere to the principles of TCF ("Treating Customers Fairly") as published by the Financial Sector Conduct Authority ("FSCA").

#### **GENERAL INFORMATION:**

- > Election of the Repatriation Service Benefit as a rider is voluntary for all policyholders of active funeral policies that are administered by Prospercare/NESS. The policyholders at the time of electing this Rider Benefit must be a citizen or permanent resident of South Africa and over the age of 18 (eighteen) years.
- South Africa and over the age of 18 (eighteen) years. Repatriation Service Benefit is provided on the lives of the individual applicant his or her Spouse, Dependent Children and Extended family members stipulated in the Repatriation Service Benefit application form of the Individual. The lives applied for in respect of this cover must be covered under the underlying funeral policy of the applicant.
- No medical examination is required in respect of the elected Lives for purposes of qualifying for the Repatriation Service Benefit.
- Repatriation Service Benefit.

  A cooling off period as defined in the underlying funeral policy will be applicable at the time the policyholder elects to add on the Rider Benefit. No premiums will be refunded should the election of lives be cancelled after the cooling off period.
- be cancelled after the cooling off period.

  All Lives covered under the Rider Benefit must be permanently resident in the Republic of South Africa with effect from the Date in which the applicant elects to include the Rider Benefit to his/her policy. If any Life so elected for this Rider Benefit becomes a permanent resident of a foreign country, he/she will no longer be eligible for this cover.

  Cover shall terminate if an elected Life resides for a
- Cover shall terminate if an elected Life resides for a continuous period exceeding 3 (three) months outside of the Republic of South Africa.
   These terms and conditions should be read in
- These terms and conditions should be read in conjunction with the terms and conditions of your underlying funeral policy on which you are attaching this rider benefit to.

# **DEFINITIONS:**

**Principal member:** It is defined as stipulated on the underlying funeral policy and shall apply as long as the principal member elects to add on the Rider Benefit and affords the additional monthly premiums applicable for the benefit. The Repatriation Service Benefit shall commence on the date when the first additional premium applicable is paid until the last day of the month in which the principal member dies, cancels and/or the premiums are no longer honored, whichever is earlier. The principal member as per the Underlying policy may also be defined as the policyholder in any future correspondence pertaining to this Rider Benefit.

**Spouse:** It is defined as stipulated in the underlying funeral policy and shall apply as long as the said spouse elected for this Rider Benefit is covered under the underlying funeral policy that is active. The conditions of cover applicable under the underlying funeral policy shall also be applicable in respect of this dependent

**Child:** It is defined as stipulated in the underlying funeral policy and shall apply as long as the said child elected for this Rider Benefit is covered under the underlying funeral policy that is active. The conditions of cover applicable under the underlying funeral policy shall also be applicable in respect of this dependent

Major child: It is defined as stipulated in the underlying funeral policy and shall apply as long as the said Major child elected for this Rider Benefit is covered under the underlying funeral policy that is active. The conditions of cover applicable under the underlying funeral policy shall also be applicable in respect of this dependent

**Extended family member**: It is defined as stipulated in the underlying funeral policy and shall apply as long as the said Extended family member elected for this Rider Benefit is covered under the underlying funeral policy that is active. The conditions of cover applicable under the underlying funeral policy shall also be applicable in respect of this dependent.

**Dependent:** A person elected to be covered for Repatriation Service Benefit by the Principal member who is covered as a dependent on the underlying funeral policy already.

**Immediate Family:** It is defined as stipulated on the underlying funeral policy.

#### **REVISION OF TERMS AND CONDITIONS:**

Prospercare and NESS reserves the right to amend, revoke, vary or alter any of the terms and conditions of this Repatriation Service Benefit by giving 30 days written notice period of the intention to do so.

#### CANCELLATIONS:

The policyholder as well as Prospercare and NESS, reserves the right to cancel the elected Rider Benefit for his/her elected lives at any time after giving the other party 31 (thirty-one) days written notice of such intention.

#### BENEFICIARIES:

The beneficiary shall be defined as stipulated in the underlying funeral policy and shall be the person elected as beneficiary on that policy.

#### SURRENDER VALUES:

There are no surrender values attached to the Repatriation Service Benefit as is stipulated on the underlying funeral Policy.

#### MINIMUM AND MAXIMUM AGE AT ENTRY:

The minimum and maximum ages at entry shall be as stipulated on the underlying funeral policy for all lives in accordance with their relation to the Principal Member indicated in that policy.

# MAXIMUM NUMBER OF DEPENDENTS ALLOWABLE:

The maximum number of dependents allowable shall be as stipulated on the underlying funeral policy.

# REPATRIATION SERVICE RESTRICTIONS:

- The Repatriation Service Benefit is a service offered for transfer of the deceased body from one location to the location of the institution that will be responsible for burial and does not attract any monetary benefits on the occurrence of the event, In the event that the deceased is covered for the Repatriation Service Benefit in more than one policy, the repatriation service will only be conducted in respect of one policy and no monetary benefits will be applicable on the other policies.
- The Repatriation Service Benefit will be applicable if and only if the distance for the transfer of the deceased is 100 kilometers (KM) or more from the place of pickup to the institution that will be responsible for burial.
- The Repatriation service provider as directed by NESS will not be responsible for the registration of death and/or any activities required by authorities or the family prior to the deceased body being ready for transfer.
- The transfers in respect of the Repatriation Service Benefit will be restricted to within the borders of South Africa and where specified at inception of the cover, to the major cities of the SADC (Southern African Development Community) countries. In respect of lives covered that are temporarily in the SADC countries when the death occurs, the transfers will only be performed from the major cities of the SADC countries to South Africa.
- The Repatriation Service Benefit cannot be involved in any family activities that needs to be performed before the transportation of the body.
- In the event that the process of transfer is delayed by instruction from the family of the deceased, any additional storage fees and costs thereof shall be paid for by the family. In the event that the delay is as a result of the service provider as directed by NESS, any additional costs arising thereof shall be paid for by NESS.

#### **TERMINATION OF COVER:**

Cover will terminate on earlier of: the last day of the month in which Principal Member dies, cancels the policy, cancels the Rider Benefit for lives elected for the Repatriation Service Benefit or stops paying premiums; the Principal Member no longer being the member of the scheme; in respect of an immediate family child, on reaching age of 22 or 26 if the child is a full time student.; The Principal Member and his/her dependents residing for a continuous period exceeding 3 months outside of South Africa.

Cover shall automatically terminate in the event of the Policy having outstanding premiums of two (2) months or more. On resumption of premiums, such terminated policy will be treated as a new policy and the applicable waiting period as defined above shall apply from date of receipt of such premiums.

# WAITING PERIODS, EXCLUSIONS AND LIMITATION IN RESPECT OF BENEFITS:

- Waiting Period is defined as stipulated in the underlying funeral policy and shall apply to the Rider Benefit on the same terms and conditions from the date that Rider Benefit is activated on the lives covered on the same policy.
- covered on the same policy.

  No Repatriation Service shall be applicable in the event of deaths arising directly or indirectly from active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- No Repatriation Service shall be applicable in the event of deaths arising directly or indirectly from use of nuclear, biological, or chemical weapons or any radioactive contamination.
   No Repatriation Service shall be applicable in the
- No Repatriation Service shall be applicable in the event of the death of any assured lives resulting directly or indirectly, or which is attributable to the negligence, recklessness, transgression of the law or intentional exposure to danger by such a life, expect in circumstances to save other humans life.
- No Repatriation Service shall be applicable in the event of the death of any covered lives resulting directly or indirectly from, or which is attributable to the willful self-infliction of injuries by the covered life.

# PAYMENT OF PREMIUMS

The payment of premiums shall follow the terms specified in the underlying funeral policy. Prospercare together with NESS may amend the premiums applicable to the Repatriation Service Benefit at any time by means of 2 (two) calendar months written notice to the policyholders.

# TREATMENT OF LAPSED POLICIES AND CANCELLED POLICIES

The treatment of lapsed policies/benefits and cancelled policies/benefits shall be in accordance with the terms and conditions specified in the underlying funeral policy.

# **OTHER PERTINENT CONDITIONS:**

- > Cover will only commence once the first additional premium is received for the Rider Benefit.
- The applicable benefits and premiums will be in accordance with the chosen lives as stated in the repatriation service application/amendment form and where applicable in accordance with the SADC country specified in that form for purposes of performing the transfer service to that country.
   Each Principal Member must complete an application
- Each Principal Member must complete an application form electing his / her dependents that are already specified in the underlying funeral policy with updated details where applicable.
- Prospercare together with NESS reserves the right to review the premium rate in line with inflation, market and Actual claims experience of the business and in general on the Anniversary date of the policy.
   There will be a 12 month claim notification period
- There will be a 12 month claim notification period and, in that period, all required documentation for such claim must have been submitted within 12 months of the date of death of the deceased. Repatriation request will need to be submitted within 12 months of the deceased's date of death for the service to be applicable.

#### CLAIMS PROCEDURE:

- > In the event of a death that requires a repatriation service within the stated restrictions, the beneficiaries must contact PROSERCARE as soon as possible to arrange for the collection of the body. The following details will be required for the service to be initiated:
  - Body Number where applicable
  - ✓ Name and Surname of the deceased
  - ✓ Identity Number/Passport Number of the deceased
- ✓ Underlying Funeral Policy Number of policy in which the deceased is covered.
- Reasons for deceased death
- ✓ The Family Contact Persons including Name, Surname, and Identity Number/Passport Number
- ✓ Place where the body is currently stored.
   ✓ Place where body is going to be stored until
- transfer date where applicable.
- The place where the body is being transferred to for Repatriation.
- Preferred transportation date and time for delivering the body in case of exclusivity.
- Should the family not require exclusivity, the deceased will be transported as per scheduled
- Where necessary the reservation should state whether the family member will accompany the body. This will be done on a first come basis due to space limitation in the transport

On collection of the body by the Service Provider assigned by NESS, the following documentation will be required:

- ✓ ID document copy of the Deceased/ Passport copy in respect of foreign nationals.
- ✓ ID document copy of the family contact
- ✓ Policy Document copy of the said policy on which the deceased is covered.
- External removal forms that will be provided by the Service Provider but require signature of the family contact person as well as the holding institution authorities of where the deceased is being collected from where applicable.
- ✓ Internal Removal forms signed by the family confirming condition of the deceased.
- The type of burial package that the deceased will be transported in, needs to be confirmed (i.e., body bag, box, coffin, casket, dome) for booking purposes
- Prospercare together with NESS reserves the right to request any further documentation or information as

it may seem necessary to ensure validity of the Repatriation Service benefit.

#### IMPORTANT WARNING:

- It is very important that you are guite sure that the product or transaction meets your needs and that you feel you have all the information you need before making a decision.

  It is recommended that you discuss with the
- representative of Prospercare on the possible impact of the proposed transaction on your finances, your other policies or your broader investment portfolio. You should ask for information about the flexibility of any proposed policy.
  Where paper forms are required, it is advisable to
- sign them only once they are fully completed. Feel free to make notes regarding verbal information, and to ask for written confirmation or copies of
- documents.
  Remember that you have a cooling period as specified in your underlying funeral policy in which you may terminate the Rider Benefit and be refunded the premiums that may have been collected on behalf of this Rider Benefit.

Prospercare is a Juristic Representative of NESS an authorized financial service provider to render services and act as an intermediary in the Long-Term insurance

categories 1A and B, amongst others.

NESS is an independent administrator with written mandates from various Insurers. The Repatriation Service Benefit is offered as a Rider Benefit by NESS and is not underwritten

NESS will be liable for provision of the Repatriation Service to the extent specified in these terms and conditions and as specified on the application all fees due on this Rider Benefit shall be payable to NESS and where applicable the relevant agent associated with this product will earn distribution fee ranging between 10% and 25% of the total fee.

#### COMPLAINTS PROCESS:

Should there be complaints with regards to any policies purchased, clients must submit these complaints in writing to Prospercare or NESS at the contact details listed below. Upon receipt of complaints, Prospercare or NESS will provide written acknowledgement of receipt of the complaint and endeavor to resolve the complaint. Should you not be satisfied with final response on your complaint, a client may direct their complaints to the Compliance Officer for NESS and if still not satisfied, the complaint may be directed to the FAIS Ombud.

# DETAILS OF FAIS OMBUD

Telephone: +27 12 470 9080 Facsimile: +27 12 348 3447 E-mail Address: info@faisombud.co.za

Website: www.faisombud.co.za

# DETAILS OF COMPLIANCE OFFICER

Ncamane Consultants (Pty) Ltd Telephone: 011 715 9700

Email address:compliance@nessgroup.co.za

# DETAILS OF FINANCIAL SERVICES PROVIDER/ADMINISTRATOR

# NESS Consulting Services (Pty) Ltd FSP No.:22576

Reg No.: 2005/020315/07 Head Office:

19<sup>th</sup> Floor 222 Building, 222 Smit Street, Braamfontein, Johannesburg; 2001 Telephone: 011 715 9700

#### **Durban Branch Office:**

18<sup>th</sup> Floor, Maritime House Building, Margaret Mncandi, Durban 4000 Telephone: 031 304 6260

#### **Mthatha Branch Office:**

4<sup>th</sup> floor Sanlam Building; 50 cnr of Madiera and Leeds Streets, Mthatha 5099 Telephone: 047 531 0441/2

# Potchefstroom Branch Office

45 James Moroka Avenue Potchefstroom,2531 Telephone I: 018 293 2300

P.O Box 61647, Marshalltown, 2107

# Key Individuals of NESS Consulting

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