

KGANYA BENEFITS FUND TRUST

MASTER REGULATIONS

Regulations relating to Membership to the Trust, the payment by Members of their Membership Contributions, the designation of Church Officials who qualify for Enhanced Benefits and the issue of Regulations setting out the Benefits provided by the Trust for Members who fulfil the specified requirements as set out in such Regulations

COMMENCEMENT DATE: 1 January 2023

(Replacing all previous Master Regulations)

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1. Definitions

In these Master Regulations, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

- 1.1 **"Administrator"** means Kganya Insurance Administrators (RF) Proprietary Limited (registration number 1995/007875/07), a private company duly incorporated in terms of the laws of South Africa, duly licensed as a financial services provider in terms of the Financial Advisory and Intermediary Services Act, 37 of 2002, with license number 7974, with its main place of business situated at 328 Rivonia Boulevard, Ground Floor - South Wing, Rivonia, 2128, or such other administrator appointed from time to time by the Trust;
- 1.2 **"AMPP Form"** means the Amended Member's Personal Particulars Form, in the form and manner as set out in **Annexe A.1** and amended from time to time, to be completed by a Member when making changes to his/her Membership to the Trust. If a Member completes an AMPP Form, the duplicate thereof shall be affixed to the Payment Receipt Booklet;

- 1.3 **"Basic Ancillary Benefits"** means all ancillary benefits provided and/or procured by the Trust for the Members (other than Church Officials who are Members) who qualify for such Basic Ancillary Benefits as set out in the Basic Benefits Regulations;
- 1.4 **"Basic Benefits"** means the membership package available to Members (other than Church Officials who are Members) who qualify for Basic Benefits in terms of the Basic Benefits Regulations, and which membership package entitles such Members to the Basic Benefits (which includes without limitation the Basic Ancillary Benefits), as set out in the Basic Benefits Regulations;
- 1.5 **"Basic Benefits Regulations"** means the Basic Benefits Regulations issued by the Trust from time to time in accordance with the provisions of the Trust Deed and these Master Regulations, in respect of the Basic Benefits;
- 1.6 **"Beneficiary"** means the person nominated by the Member in the MPP Form and/or the AMPP Form to receive the proceeds of the insurance benefits as prescribed in terms of the Insurance Contracts;
- 1.7 **"Benefits"** means, collectively, the Basic Benefits and the Enhanced Benefits, as set out in the Basic Benefits Regulations and the Enhanced Benefits Regulations, respectively;

1.8	"Church Branch"	means a South African church registered as such with the ZCC;
1.9	"Church Officials"	means the ZCC Committee Members, the ZCC Youth Committee Members, Moria Staff Members, and any other official(s) of the ZCC designated as Church Officials in accordance with regulation 10 of these Master Regulations, read with the Trust Deed;
1.10	"Commencement Date"	means the commencement date of these Master Regulations, being 1 January 2023;
1.11	"Committee Member(s)"	means a Member who has officially been appointed by the ZCC head office at Moria as a committee member or shadow member of a committee delegated by the ZCC to perform agreed functions relating to a specific Church Branch;
1.12	"Consumer Protection Act"	means the Consumer Protection Act, 68 of 2008;
1.13	"Claim"	means a claim by a Member against the Trust for a Basic Ancillary Benefit or an Enhanced Ancillary Benefit, as the case may be, which claim must be made in accordance with the Basic Benefits Regulations or the Enhanced Benefit Regulations, as applicable;

- 1.14 **"Continuation Payment Receipt Booklet"** means the numbered and bar-coded booklet of the Trust, purchased from the Trust by a Member, where such Member's Payment Receipt Booklet no longer has the capacity to affix Receipts within the spaces prescribed as contemplated in regulation 1.39.1;
- 1.15 **"Complaint"** means a complaint by a Member relating to his/her Membership to the Trust and the Benefits provided in terms thereof, including without limitation, a complaint by a Member due to a failure by the Trust to pay the premiums due in terms of an Insurance Contract to the Insurer where the Member has made payment of his/her Membership Contribution to the Trust;
- 1.16 **"Date of Payment"** means the date of payment of a Membership Contribution by a Member, as determined in accordance with regulation 7.5 in respect of the Payment Method applied by the Member;
- 1.17 **"Effective Date"** means 1 January 2023, being the date on which the amended and restated Trust Deed takes effect, irrespective of the date of registration thereof with the Master of the High Court, being 4 (four) Months from the first day of the Month following the Month in which court approval was granted as set out in regulation 3.3;

- 1.18 **"Enhanced Ancillary Benefits"** means all ancillary benefits provided and/or procured by the Trust for the Church Officials who are Members and who qualify for Enhanced Benefits, as set out in the Enhanced Benefits Regulations;
- 1.19 **"Enhanced Benefits"** means the membership package available to Church Officials who are Members and who qualify for Enhanced Benefits in terms of the Enhanced Benefits Regulations, and which membership package entitles such Church Officials as Members to the Enhanced Benefits (which includes without limitation the Enhanced Ancillary Benefits) as set out in the Enhanced Benefits Regulations;
- 1.20 **"Enhanced Benefits Regulations"** means the Enhanced Benefits Regulations issued by the Trust from time to time in accordance with the provisions of the Trust Deed and these Master Regulations in respect of the Enhanced Benefits;
- 1.21 **"Existing Members"** means all Members who were Members of the Trust at any time before the Effective Date;
- 1.22 **"Existing Membership Books"** means any existing membership book of the Trust, issued to an Existing Member, in issue as at the Effective Date;

- 1.23 **"Insurance Contracts"** means, collectively, the Pukwana ya Kganya Contract and the Thari ya Baruti Pukwana ya Kganya Contract, and the insurance policies forming part thereof;
- 1.24 **"Insurer"** means a licensed insurer in terms of the Insurance Act, 18 of 2017, endorsed by the Trust to underwrite the Insurance Contracts;
- 1.25 **"Leeto la Moria Receipt"** means a receipt purchased by a Member for Leeto la Moria benefits as contemplated in the Basic Benefits Regulations and Enhanced Benefits Regulations;
- 1.26 **"Master Regulations"** means these Master Regulations, including all annexures and schedules thereto, as amended from time to time by the Trust in accordance with the Trust Deed, read with regulation 15;
- 1.27 **"Member"** means a member of ZCC (including an Existing Member) who satisfies the requirements for membership to the Trust as set out in regulation 6.1, read with the Basic Benefits Regulations and the Enhanced Benefits Regulations, as applicable, and who becomes a vested beneficiary of the Trust pursuant to such membership. In these Master Regulations, **"Membership"** shall have a corresponding meaning;

regulation 7.4.1, which entitles a Member to the Benefits as set out in the Basic Benefits Regulations and the Enhanced Benefits Regulations, as applicable, subject to the conditions as set out therein;

1.31 **"Membership Terms and Conditions Booklets"**

means the booklets of the Trust issued to a Member, comprising all terms and conditions of Membership to the Trust, and -

1.31.1

in respect of the Members (other than Church Officials who are Members), includes:

1.31.1.1

the terms and conditions applicable to the Basic Benefits; and

1.31.1.2

a copy of the Pukwana ya Kganya Contract, and all disclosures made by the Insurer, which are included in the Membership Terms and Conditions Booklet for sake of convenience;

1.31.2

in respect of the Church Officials who are Members, includes:

1.31.2.1

the terms and conditions applicable to the Enhanced Benefits; and

1.31.2.2

a copy of the Thari ya Baruti Pukwana ya Kganya Contract, and all disclosures made by the

Books in issue as at the Effective Date, a Continuation Payment Receipt Booklet and a Replacement Payment Receipt Booklet, including any amendments and/or endorsements thereto as provided for in the Master Regulations;

1.38 **"Pukwana ya Kganya Contract"**

means the Pukwana ya Kganya Contract made available to a Member (other than a Church Official who is a Member) pursuant to Membership to the Trust. The Pukwana ya Kganya Contract is an insurance contract between the Member (in his/her capacity as policyholder) and the Insurer, procured by the Trust for a Member in terms of the Trust Deed, read with the Basic Benefits Regulations;

1.39 **"Receipt"**

means -

1.39.1

where a Membership Contribution is paid in cash at a Pay Point as the Payment Method, a numbered coupon of the Trust which is inserted in a Payment Receipt Booklet by a Pay Point, against receipt of a Membership Contribution from a Member, for the amount specified on such coupon; or

- 1.39.2 where a Membership Contribution is paid through a Payment Method other than cash at a Pay Point or otherwise, any such other documentary proof of payment of a Membership Contribution as prescribed by the Trust from time to time;
- 1.40 **"Receipt Counterfoil"** means where a Membership Contribution is paid in cash at a Pay Point as a Payment Method, a duplicate of the Receipt showing the information recorded on such Receipt, together with a barcode from the Payment Receipt Booklet;
- 1.41 **"Regulations"** means, collectively, the Basic Benefits Regulations and the Enhanced Benefits Regulations issued in accordance with regulation 15, and such other regulations as may be issued by the Trust from time to time in accordance with the Trust Deed, read with these Master Regulations;
- 1.42 **"Replacement Payment Receipt Booklet"** means the numbered and bar-coded booklet of the Trust issued to a Member where a Member's Payment Receipt Booklet or Continuation Payment Receipt Booklet, as the case may be, has been misplaced, including all existing replacement membership booklets in issue as at the Effective Date;

- 1.43 **"Thari ya Baruti Pukwana ya Kganya Contract(s)"** means the Thari ya Baruti Pukwana ya Kganya Contract made available to a Church Official as a Member pursuant to Membership to the Trust. The Thari ya Baruti Pukwana ya Kganya Contract is an insurance contract between the Church Official as Member (in his capacity as policyholder) and the Insurer, procured by the Trust for a Church Official as Member in terms of the Trust Deed, read with the Enhanced Benefits Regulations;
- 1.44 **"Trust"** means the trustees for the time being of the **Kganya Benefits Fund Trust** (master's reference number IT 6797/00), a trust registered as such in terms of the Trust Property Control Act, 57 of 1988, with its main place of business at 328 Rivonia Boulevard, Ground Floor - South Wing, Rivonia, 2128 or such other address as may be determined by the trustees from time to time. The Trust is represented by Joseph Mashila Mosotho in his capacity as managing trustee of the Trust, duly authorised thereto;
- 1.45 **"Trust Deed"** means the trust deed of the Trust, as amended and restated from time to time;

- 1.46 **"Youth Committee Member(s)"** means a Member who has officially been appointed by the ZCC head office at Moria as a youth committee member or youth committee shadow member of a committee delegated by the ZCC, to perform agreed functions relating to a specific Church Branch; and
- 1.47 **"ZCC"** means the Zion Christian Church, with its main place of business situated at Zion City, Boyne, Limpopo Province.

2. **Introduction**

- 2.1 The Trust is a permanent Trust established for the purpose of procuring and/or providing the Benefits for the Members who –
- 2.1.1 have paid their Membership Contributions; and
- 2.1.2 qualify for the Benefits in terms of the Regulations.
- 2.2 In addition to its objective of procuring and/or providing the Benefits for the Members as set out in regulation 2.1 above, the Trust may in its sole discretion, as provided for in the Trust Deed -
- 2.2.1 procure and/or provide other benefits for the Members; and
- 2.2.2 facilitate, develop, uplift, assist and participate in other projects for the benefit of Members, the ZCC, communities and other third parties who qualify as trust beneficiaries, in accordance with the provisions of the Trust Deed.
- 2.3 In accordance with the Trust Deed, the Trust is required to issue -
- 2.3.1 the Master Regulations setting out, amongst others, the requirements for Membership to the Trust, and to deal with related matters such as the Membership rights and payment of Membership Contributions;

2.3.2 the Basic Benefits Regulations dealing with the Basic Benefits available to Members (other than Church Officials who are Members); and

2.3.3 the Enhanced Benefits Regulations dealing with the Enhanced Benefits available to Church Officials who are Members.

2.4 In order to qualify for Membership to the Trust, and thereby the Benefits, a Member must satisfy the qualifying requirements set out in these Master Regulations, as well as the specific requirements set out in the Basic Benefits Regulations and/or the Enhanced Benefits Regulations, as applicable.

3. Amendment and replacement of the Master Regulations and all other Regulations

3.1 The Trust was established during 2000 by the ZCC as donor for the purpose of, amongst others, providing and/or procuring benefits for the Members as vested beneficiaries of the Trust.

3.2 Due to a change in the applicable insurance laws, certain amendments had to be made to the Trust as set out in the Trust Deed.

3.3 The amendments to the Trust Deed have been confirmed by an order of the High Court case number 62972/2021 on 3 August 2022, as contemplated in section 13 of the Trust Property Control Act, 57 of 1988.

3.4 The changes to the Trust and the Trust Deed have resulted in changes to the rights of the Members, which changes take effect from the Effective Date.

3.5 As such, the Trust issues these amended Master Regulations and the Regulations, which replace in totality all previous Master Regulations and all regulations previously issued by the Trust with effect from the Commencement Date.

4. Important Provisions

4.1 To the extent that the Consumer Protection Act applies to these Master Regulations, the Trust has a duty to point out certain important provisions in these Master Regulations. The clauses which contain these important provisions and reasons why they are important are set out below.

4.1.1 **Limitation of risk, legal responsibilities and liability**

4.1.1.1 Regulation 7.4.9 and regulation 18.6 of these Master Regulations and clauses 23.6 and 23.7 of the Trust Deed are important because they limit and exclude obligations, liabilities and legal responsibilities that the Trust and other persons or entities may otherwise have to a Member.

4.1.1.2 As a result of these clauses, a Member's rights and/or remedies against the Trust and these other persons and entities are limited and excluded. These clauses also limit and exclude a Member's right to recover or make claims for losses, damages, liability or harm a Member or others may suffer.

4.1.2 **Assumptions of risks, legal responsibilities and liabilities of and by a Member**

4.1.2.1 Regulation 7.4.6, regulation 7.4.7, regulation 7.4.8, regulation 7.5.4 and regulation 13.2 are important because a Member takes on risk, legal responsibilities and liability.

4.1.2.2 As a result of these clauses, a Member may also be responsible for claims and other amounts.

4.1.2.3 A Member will also be responsible for, and accepts, various risks, damages, harm, and injury which may be suffered by a Member and others for what is stated in these clauses.

4.1.3 **Indemnities by a Member**

4.1.3.1 Clause 23.8 of the Trust Deed requires a Member to indemnify (hold harmless) the Trust against claims, loss, damages, and harm that may be suffered by the Trust and other persons or entities as a result of the events set out in clause 23.8 of the Trust Deed.

5. **Commencement**

5.1 These Master Regulations commence with effect from the Commencement Date and shall endure until terminated by the Trust in accordance with regulation 15.3.1.

5.2 As recorded in regulation 3.5, these Master Regulations replace all Master Regulations previously issued by the Trust.

6. **Membership**

6.1 Subject to the other requirements contained in this regulation 6, a person shall qualify to be a Member if he/she -

6.1.1 is a member of the ZCC;

6.1.2 is 18 (eighteen) years of age or older;

6.1.3 has purchased a Membership Book; and

6.1.4 has paid an initial Membership Contribution,

and shall continue to be a Member for as long as such person remains a member of the ZCC.

6.2 A person who satisfies the requirements of regulation 6.1, shall be a Member from the later of -

6.2.1 the date of issue of the Membership Book; or

6.2.2 the Date of Payment of an initial Membership Contribution.

6.3 A person must complete an MPP Form in order to become a Member of the Trust. Such completed original MPP Form must be submitted to a Pay Point.

6.4 Unless otherwise determined by the Trust, a person who satisfies all the requirements of this regulation 6, which includes, without limitation all of the requirements as set out in regulation 6.1 above, shall be a Member for purposes of the Regulations if the person -

6.4.1 is in possession of a Membership Book;

6.4.2 has provided a certificate attesting that such person is a member of ZCC, if required by the Trust; and

6.4.3 has returned the original MPP Form to the Trust and/or the Administrator (as applicable) via the Pay Point, and which MPP Form has been received by

the Trust and/or the Administrator within a period of 30 (thirty) days from the date of issue of the Membership Book. The MPP Form must be -

6.4.3.1 properly and fully completed; and

6.4.3.2 signed and dated by the Member.

6.4.4 The Trust is empowered, in accordance with the trust deed of the Trust, to terminate the Membership of a Member where such Member no longer meets the requirements for Membership of the Trust, even if such a Member is still a member of the ZCC.

7. Membership Contributions

7.1 Obligation to pay Membership Contributions

7.1.1 A Member shall at all times pay his/her Membership Contribution each Month to the Trust. Payment of the Membership Contribution entitles a Member to the Benefits, subject to such conditions as set out in the Regulations.

7.1.2 Membership Contributions must be paid in accordance with the Payment Method as may be prescribed by the Trust from time to time.

7.1.3 To the extent that the Payment Method of a Membership Contribution is cash, the Membership Contribution shall be paid to and received by a Pay Point, against the issue of a Receipt to be affixed in a Payment Receipt Booklet.

7.2 Determination of Membership Contributions

7.2.1 The Trust shall, in accordance with the Trust Deed, determine the Membership Contribution payable from time to time in respect of the Basic Benefits and the Enhanced Benefits, respectively.

7.2.2 The Trust shall also specify the effective date of any amendments to the Membership Contribution.

7.2.3 The Trust shall give notice of any change to the Membership Contribution by -

7.2.3.1 giving notice via Pay Points of any change and the effective date thereof; and

7.2.3.2 issuing Pay Points with Receipts showing the new Membership Contribution, which Receipts will be issued by Pay Points from the effective date of such new Membership Contribution.

7.3 **Membership Contribution amount**

7.3.1 The Membership Contribution payable each Month as envisaged in regulation 7.1 is set out in **Annexe A.4**, as amended from time to time, and shall, on signature by the Trust, form part of these Master Regulations in substitution of any previous annexures or schedules dealing with the Membership Contributions.

7.4 **Payment of Membership Contributions**

7.4.1 After payment of an initial Membership Contribution as envisaged in regulation 6.2.2, a Member shall thereafter pay a Membership Contribution each subsequent Month.

7.4.2 A Membership Contribution -

7.4.2.1 is due on the first day of each Month;

7.4.2.2 must be paid on or before the last day of such Month;

7.4.2.3 must be paid to a Pay Point or through such other Payment Method as prescribed and permitted by the Trust from time to time; and

7.4.2.4 must be evidenced by a Receipt.

7.4.3 Payment of the Membership Contributions is a condition to i) Membership to the Trust; and ii) the Member's entitlement to Benefits, subject to the Basic Benefits Regulations and the Enhanced Benefits Regulations.

7.4.4 Should a Member fail to pay his/her Membership Contribution to the Trust –

7.4.4.1 the Member may no longer be entitled to the Benefits as prescribed in the Regulations; and

- 7.4.4.2 the Trust shall not be obliged, and shall no longer pay, the premiums due in terms of the Insurance Contract in respect of such Member until the Member resumes payment of his/her Membership Contribution. The cover and benefits as set out in the Insurance Contract may, in such case, be forfeited and will be dealt with as prescribed in the Insurance Contracts.
- 7.4.5 A Membership Contribution shall only be considered paid for purposes of these Master Regulations and the Regulations if -
- 7.4.5.1 the Membership Contribution was paid to a Pay Point, or through such other Payment Method as prescribed and permitted by the Trust from time to time; and
- 7.4.5.2 is evidenced by a Receipt,
- which shall be provided to the Member once the Member has made payment of the Membership Contribution. The Member will be responsible for retaining the Receipt as evidence of the payment of the Membership Contribution.
- 7.4.6 A Member shall not pay more than 2 (two) Membership Contributions in advance. It is the duty of the Member to ensure that no more than 2 (two) advance payments are made.
- 7.4.7 In the event that a Member dies, the Trust shall refund any Membership Contributions paid in advance to the Beneficiary, into the bank account nominated by the Beneficiary.
- 7.4.8 Where a Member pays the Membership Contributions in cash at a Pay Point, a Member shall never be required to, and must never pay, more than the amount specified on the Receipt. The Member must at all times ensure that the correct amount as specified on the Receipt is paid for that Receipt.
- 7.4.9 Subject to regulation 7.4.7 above and regulation 17 below, once a Membership Contribution has been paid by a Member (or a third party on behalf of a Member), such Membership Contribution shall not be refundable for any reason whatsoever including but not limited to -

- 7.4.9.1 the death of the Member;
- 7.4.9.2 the person not qualifying as a Member;
- 7.4.9.3 the Membership Contribution being paid after the date of death of a Member;
- 7.4.9.4 the Member not being eligible or qualifying for the Benefits; and
- 7.4.9.5 termination or amendment of the Master Regulations, the Regulations or any part thereof.

7.5 Date of payment of a Membership Contribution

- 7.5.1 Where a Membership Contribution is paid in cash at a Pay Point as the Payment Method, the Date of Payment of a Membership Contribution shall be the date it was paid to a Pay Point. Where such Date of Payment cannot be accurately ascertained for whatsoever reason, the Date of Payment of a Membership Contribution shall be deemed to be the Sunday preceding the date on which the Membership Contribution paid by the Member was deposited into the bank account of the Trust by the Pay Point.
- 7.5.2 Where a Membership Contribution is paid other than in cash at a Pay Point as the Payment Method prescribed and permitted by the Trust, the Date of Payment of a Membership Contribution shall be the date as specified on the Receipt.
- 7.5.3 For purposes of determining a Member's entitlement to Benefits -
 - 7.5.3.1 a Membership Contribution shall only have a Date of Payment in a particular Month if the Date of Payment is on or before the last day of such Month;
 - 7.5.3.2 Membership Contributions paid on or after the happening of the insured event as provided for in the Insurance Contracts shall be excluded.

7.5.4 The Receipt Counterfoils and the copy of the bank deposit slip shall serve as *prima facie* evidence to be used by the Trust to determine the Date of Payment.

7.5.5 Any detection of misrepresentation of Receipts may influence a Member's entitlement to the Benefits.

8. The Benefits

8.1 Members who –

8.1.1 satisfy the requirements for Membership as set out in these Master Regulations;

8.1.2 have paid their Membership Contributions, subject at all times to the provisions of regulation 7.4.4 above; and

8.1.3 satisfy the requirements of the Regulations,

are entitled to the Benefits as vested beneficiaries of the Trust.

8.2 All Members who meet the above requirements shall qualify for the Basic Benefits as set out in the Basic Benefits Regulations.

8.3 Only Church Officials as Members shall qualify for the Enhanced Benefits as set out in the Enhanced Benefits Regulations.

9. Donations to the ZCC

9.1 It is recorded that the Trust shall, from the Membership Contribution received, donate an amount to the ZCC for each Member who has paid a Membership Contribution, subject to the provisions of the Trust Deed.

9.2 The Trust shall determine the amount to be donated to the ZCC from time to time in accordance with the provisions of the Trust Deed.

10. Designation of Church Officials

10.1 Church Officials who are Members, shall qualify for the Enhanced Benefits, as set out in regulation 8.3.

10.2 The ZCC shall, from time to time in consultation with the Trust, designate other persons who may also qualify as Church Officials, as provided for in the Trust Deed.

11. **Membership Books**

11.1 The Trust shall, in its sole discretion, determine the Membership Book Purchase Price, and the commencement date of the Membership Book Purchase Price.

11.2 The Membership Book Purchase Price determined in accordance with regulation 11.1 shall be appended as **Annexe A.3** and such amended annexure shall, on signature by the Trust, form part of these Master Regulations in substitution of any previous annexures or schedules dealing with the Membership Book Purchase Price.

11.3 On personal application by a Member on such dates and times as may be determined by the Trust at -

11.3.1 the Kganya Business Centre at Moria; or

11.3.2 such other place as the Trust may determine from time to time;

the Trust shall at its own cost photograph the Member and insert such photograph in the Membership Book.

12. **Existing Membership Books to remain in circulation**

12.1 In respect of Existing Members, it is recorded that:

12.1.1 All terms and conditions in any Existing Membership Book are repealed and replaced with the terms and conditions contained in the Membership Terms and Conditions Booklet with effect from the Effective Date.

12.1.2 An Existing Membership Book of an Existing Member will:

12.1.2.1 continue to remain in force in respect of -

12.1.2.1.1 the details contained in the MPP Form and/or the AMPP Form, completed before or after the Effective Date;

- 12.1.2.1.2 the details of any Leeto la Moria Receipts procured prior to, or after, the Effective Date; and
- 12.1.2.1.3 the details of any dependent children as recorded in the Existing Membership Book, either before or after the Effective Date.
- 12.1.2.2 continue to be used for purposes of Receipts issued prior to, and after, the Effective Date pursuant to payment of Membership Contributions, and will therefore become and be treated as the Payment Receipt Booklet of a Member.
- 12.1.3 This means, with effect from the Effective Date, that:
 - 12.1.3.1 all terms and conditions in an Existing Membership Book will be replaced with the terms and conditions in the Membership Terms and Conditions Booklet; and
 - 12.1.3.2 an Existing Membership Book will continue to be used as a Payment Receipt Booklet until such time when a Continuation Payment Receipt Booklet or a Replacement Payment Receipt Booklet is required and acquired by the Member.
- 12.2 Existing Members will not be required to pay for the Membership Terms and Conditions Booklet and will receive this free of charge by virtue of Membership to the Trust as at the Effective Date.
- 12.3 However, if an Existing Member loses his/her Existing Membership Book or if their Existing Membership Book is full (it being understood that the Existing Membership Book will constitute a Payment Receipt Booklet with effect from the Effective Date), the Existing Member will be required to purchase a Replacement Payment Receipt Booklet or a Continuation Payment Receipt Booklet against payment of the Membership Book Purchase Price.

13. Amendment to Members' personal particulars

- 13.1 An AMPP Form must be completed where a Member wishes to amend or update his/her personal particulars contained in the MPP Form.

- 13.2 The onus shall be on the Member to ensure that -
- 13.2.1 the duplicate AMPP Form is inserted in the Payment Receipt Booklet; and
- 13.2.2 the pre-printed sequence number of the AMPP Form and the date of change are recorded in the Payment Receipt Booklet.
- 13.3 Unless otherwise determined by the Trust, an amendment made in accordance with regulation 13.1 shall not be effective unless and until -
- 13.3.1 the provisions of regulation 13.2 have been complied with; and
- 13.3.2 the original AMPP Form signed by the Member has been returned to and received by the Trust and/or the Administrator.

14. **Claim procedure for Benefits**

- 14.1 A Claim for Basic Ancillary Benefits or Enhanced Ancillary Benefits, as applicable, must be made by following the claims procedure set out in the Basic Benefits Regulations and the Enhanced Benefits Regulations, as applicable.
- 14.2 All claims for insurance benefits in terms of the Insurance Contracts must be made in the manner prescribed in the Insurance Contracts, and such claims will be settled by the Insurer in its sole discretion.

15. **Issue, amendment and termination of the Regulations**

15.1 **Issue of Regulations**

- 15.1.1 The Trust shall issue the Regulations *inter alia* setting out -
- 15.1.1.1 the Basic Benefits in terms of the Basic Benefits Regulations;
- 15.1.1.2 the Enhanced Benefits in terms of the Enhanced Benefits Regulations;
and
- 15.1.1.3 such other matters as may be determined by the Trust in accordance with the Trust Deed.
- 15.1.2 The Regulations specified in **Annexe A.5**, shall be the Regulations of the Trust, and identified by the name specified in **Annexe A.5**.

15.1.3 The title and commencement date of the Regulations issued in accordance with **Annexe A.5** (and as more fully described in regulation 2.3) and such amended annexures or schedule shall, on signature by the Trust, form part of these Master Regulations in substitution for any previous **Annexe A.5**.

15.2 **Amendment of the Master Regulations and/or the Regulations and/or the Membership Books¹**

15.2.1 The Master Regulations, the Membership Terms and Conditions Booklet, the Payment Receipt Booklet and the Regulations may be amended by the Trust in writing at any time in accordance with the Trust Deed, and such amendments shall be incorporated into the Master Regulations, the Membership Terms and Conditions Booklet, the Payment Receipt Booklet and any of the Regulations as applicable, with effect from the date specified in such amendment or in the absence of such date, the date of signature thereof by the Trust.

15.2.2 The Trust shall give notice of the amendment of the Master Regulations, the Membership Terms and Conditions Booklet, the Payment Receipt Booklet and/or Regulations through the Pay Points, as well as the effective date of such change.

15.3 **Termination of the Master Regulations and/or the Regulations**

15.3.1 The Trust may terminate these Master Regulations and/or any of the Regulations at any time in writing and shall give notice of the termination date thereof via Pay Points.

15.3.2 Notwithstanding the provisions of regulation 15.3.1, these Master Regulations and all other Regulations shall endure for purposes of settling all obligations which were incurred on or before the termination date thereof.

16. **Complaint procedure**

16.1 If a Member has a Complaint in respect of his/her Membership, the Membership Contributions paid and/or the Benefits provided and/or procured pursuant to

¹ Amended with effect from 1 April 2023.

Membership to the Trust, such Complaints shall be lodged with the Administrator in the following manner:

- 16.1.1 by email to complaints@kganya.co.za; or
 - 16.1.2 telephonically to 0800 000 538; or
 - 16.1.3 via any of the Kganya Service Centres whose details are set out in **Annexe A.6**, as amended from time to time, and which details can be found on the website of the Administrator at <https://mykganya.com>.
- 16.2 Any complaints in respect of the Insurance Contracts must be directed to the Insurer, or to the Administrator on behalf of the Insurer, as set out in the Insurance Contracts.

17. Cooling-Off

- 17.1 A Member is entitled to cancel his/her Membership to the Trust within a period of 31 (thirty-one) days from the Date of Payment of the initial Membership Contribution, unless a Benefit has been claimed or paid.
- 17.2 If a Member elects to cancel his/her Membership to the Trust as contemplated in regulation 17.1, it shall be deemed that the Member similarly exercised his/her cooling-off rights in terms of the Insurance Contract. The insurance cover and benefits will, in such event, be dealt with in the manner prescribed in the Insurance Contracts.
- 17.3 Notice by the Member to cancel his/her Membership in terms of regulation 17.1, shall be deemed to be notice to the Insurer in terms of the Insurance Contracts, and *vice versa*, whereby cover and benefits in terms of the Insurance Contract and Membership to the Trust will come to an end at the same time.
- 17.4 The Trust shall in such instance repay the initial Membership Contribution and the Membership Book Purchase Price to the Member and such former Member shall not have –
 - 17.4.1 any Claim and/or entitlement to the Benefits in terms of the Trust Deed, these Master Regulations and/or the Regulations; and

17.4.2 any claim or entitlement to the insurance cover and benefits in terms of the Insurance Contracts.

18. General provisions applicable to the Master Regulations and all other Regulations

18.1 Interpretation

18.1.1 Unless the context requires otherwise -

18.1.1.1 words imparting one gender shall include any other gender;

18.1.1.2 the singular shall include the plural and *vice versa*;

18.1.1.3 a reference to a natural person shall include created entities (incorporated or unincorporated) and *vice versa*.

18.1.2 The headings have been inserted for convenience only and shall not be used for nor assist nor affect interpretation of these Master Regulations.

18.1.3 The failure to enforce any provision shall not constitute a waiver of such provision or affect in any way the right to require performance of any such provision at any time in the future.

18.2 Consumer Protection Act

18.3 If any part of the Master Regulations and/or the Regulations are regulated by or subject to the Consumer Protection Act, it is not intended that any part of the Master Regulations and/or the Regulations contravene any provision of the Consumer Protection Act. Therefore, all provisions of the Master Regulations and/or the Regulations must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.

18.4 No provision of the Master Regulations and/or the Regulations:

18.4.1 does or purports to limit or exempt the Trust or any other person or entity from any liability (including, without limitation, for any loss directly or indirectly attributable to gross negligence or willful default or that of any other person acting for or controlled by the Trust) to the extent that the law does not allow such a limitation or exemption;

18.4.2 requires a Member to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or

18.4.3 limits or excludes any warranties or obligations which are implied into the Master Regulations and/or the Regulations by the Consumer Protection Act (to the extent they are applicable), or which the Trust gives under the Consumer Protection Act (to the extent they are applicable), to the extent that the law does not allow them to be limited or excluded.

18.5 **Delegation and cession**

18.5.1 The Trust shall be entitled to appoint the Administrator to perform administration services in relation to services to be performed in order to give effect to the Regulations.

18.5.2 The Member may not cede any rights or delegate any rights and/or obligations set out in the Master Regulations and/or the Regulations.

18.6 **Limitation of liability**

18.6.1 The Trust's liability shall be limited to the Benefits as set out in these Master Regulations and the Regulations.

18.6.2 The Trust's liability to procure and/or provide the Benefits, shall at all times be limited to providing such Benefits to a Member–

18.6.2.1 who meets the requirements of regulation 6;

18.6.2.2 who has paid the Membership Contribution; and

18.6.2.3 who is in good standing in respect of the Basic Ancillary Benefits and the Enhanced Ancillary Benefits as determined in the Regulations.

18.6.3 The Trust is not in any manner liable for the insurance benefits provided in terms of the Insurance Contracts and the Trust's only obligation and liability in terms of such Insurance Contracts is to -

18.6.3.1 procure access to –

- 18.6.3.1.1 the Pukwana ya Kganya Contract, for Members other than Church Officials who are Members; and
- 18.6.3.1.2 the Thari ya Baruti Pukwana ya Kganya Contract, for Church Officials who are Members,
- from the Insurer; and
- 18.6.3.2 pay the Monthly premiums due in terms of the Pukwana ya Kganya Contract and the Thari ya Baruti Pukwana ya Kganya Contract to the Insurer in respect of Members who have paid their Membership Contribution to the Trust, subject at all times to regulation 7.4.4 above.
- 18.6.4 A person shall not have a claim or right of action arising from any undertaking, representation or warranty not included in these Master Regulations and/or the Regulations.

[Signed copy available on request]

Amended Member's Personal Particulars Form²

LARGER SIZE SA AMPFF (2023) INCL cover APRIL (PV) Long form 20 Feb PRINT

KGANYA COPY

AMENDMENT TO MEMBERS PERSONAL PARTICULARS

Please complete this form in black ink, using block letters, one letter per block

PERSONAL INFORMATION: The Trust, Sanlam and KIA take your privacy seriously and respect your personal information. The Privacy Policy tells you how we use your personal information and forms part of our agreement with you. Please read it in the Payment Receipt Booklet carefully before providing any personal information to us.

Membership No	
Church Name	
Church Code	
Surname	
First Name	
Identity No	
Date of Birth	D D M M Y Y Y Y Gender M F Please tick
Cell No	(Primary cellphone number)
Alt. Cell No	(Secondary cellphone number)
Country of Residence	
Country of Birth	
Nationality	
Employment Status	Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Pensioner <input type="checkbox"/>
Source of Funds	<input type="checkbox"/> Salary / Wages <input type="checkbox"/> Savings <input type="checkbox"/> Company profits <input type="checkbox"/> Pension / Grant <input type="checkbox"/> Allowance <input type="checkbox"/> Loan <input type="checkbox"/> Maintenance <input type="checkbox"/> Income from previous employment <input type="checkbox"/> Gift/Donation
Email address	
Beneficiary information for Funeral Benefit and Basic Needs Benefit	
Surname	
First Name	
Identity No	
Cell No	

² Amended with effect from 1 April 2023.

fold here

DETAILS OF DEPENDENT CHILDREN

	Name and Surname	ID Number*	Male/ Female	Date of Birth	Biological Child	Signature of Church Official
1					Y N	
2					Y N	
3					Y N	
4					Y N	
5					Y N	
6					Y N	
7					Y N	
8					Y N	
9					Y N	
10					Y N	

* ID Numbers are required.
Important: See Membership Terms and Conditions Booklet for the definition of a Dependent

Member's Personal Particulars Form³

MEMBERS PERSONAL PARTICULARS

Please complete this form in black ink, using block letters, one letter per block.

By completing this MPP Form you i) accept the offer for insurance by the Insurer* in terms of the Insurance Contract; and ii) agree to be bound to the terms of Membership to the Trust and the terms of the Insurance Contract, as explained in the Membership Terms and Conditions Booklet.

Membership No	<input type="text"/>	New	<input type="checkbox"/>
Church Name	<input type="text"/>	Replacement	<input type="checkbox"/>
Church Code	<input type="text"/>	Continuation	<input type="checkbox"/>
Surname	<input type="text"/>		
First Name	<input type="text"/>		
Identity No	<input type="text"/>		
Date of Birth	D D M M Y Y Y Y	Gender	M <input type="checkbox"/> F <input type="checkbox"/> Please tick
Cell No	<input type="text"/>	(Primary cellphone number)	
Alt. Cell No	<input type="text"/>	(Secondary cellphone number)	
Beneficiary information for Funeral Benefit			
Surname	<input type="text"/>		
First Name	<input type="text"/>		
Identity No	<input type="text"/>		
Cell No	<input type="text"/>		

In applying to become/continue as a Member I confirm (tick relevant block) that:

- I have read and agreed to the Declaration as stated on page 5 of this Payment Receipt Booklet Y
- I am aware that the details of the Privacy Policy of the Trust, KIA and the Insurer are contained on page 6 of this Payment Receipt Booklet and commit to familiarising myself with its contents Y
- I have cancelled a funeral policy in the last 31 days with another insurer which offered similar funeral/burial benefits under the Insurance Contract Y N
- I wish to be informed of other products made available by the Trust (either itself or through third parties) Y N

Date Completed	D D M M Y Y Y Y	Signature of Member / Policyholder
----------------	-----------------	------------------------------------

Control Number SC

Membership Book
Purchase Price
R90-00
South Africa

* Sanlam Developing Markets Limited • Registration No: 1911/003818/06 • FSP No: 11230
• PO Box 1941, Houghton, 2041 • Sanlam, 9 -13 West Street, Houghton, Johannesburg, 2196 Tel: 0861 235 433 • Email: gbcentre@sanlamsky.co.za • Website: www.sanlam.co.za

³ Amended with effect from 1 April 2023.

Member Information	
Employment Status	Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Pensioner <input type="checkbox"/>
Source of Funds	<input type="checkbox"/> Salary / Wages <input type="checkbox"/> Savings <input type="checkbox"/> Company profits
	<input type="checkbox"/> Pension / Grant <input type="checkbox"/> Allowance <input type="checkbox"/> Loan
	<input type="checkbox"/> Maintenance <input type="checkbox"/> Income from previous employment <input type="checkbox"/> Gift/Donation
Email Address	<input type="text"/>
Member Information	
Country of Residence	<input type="text"/>
Country of Birth	<input type="text"/>
Nationality	<input type="text"/>
Beneficiary Information	
Country of Residence	<input type="text"/>
Country of Birth	<input type="text"/>
Nationality	<input type="text"/>

PAYMENT BARCODE

Barcode from
this book

CONTINUATION BOOKS ONLY

Barcode from
previous book

Members of the Kganya Benefits Fund Trust must insert a barcode from their prior Membership Book / Payment Receipt Booklet here



Annexe A.3**Membership Book Purchase Price**

	Date of Payment on or after	Purchase Price
1.	Commencement Date:	1 January 2023
	Membership Book (Membership Terms and Conditions Booklet and the first Payment Receipt Booklet issued to a Member)	R90.00
	Continuation Payment Receipt Booklet	R90.00
	Replacement Payment Receipt Booklet	R90.00

Effective date of this **Annexe A.3**: 1 January 2023

Annexe A.4

Membership Contributions

	Benefits	Membership Contribution
1.	Basic Benefits and Enhanced Benefits	R110.00

Effective date of this **Annexe A.4**: 1 January 2023

Regulations issued

Regulations	Commencement Date	Amendment Date
Basic Benefits Regulations	1 January 2023	<u>Amendment 1</u> <u>1 April 2023</u>
Enhanced Benefits Regulations	1 January 2023	<u>Amendment 1</u> <u>1 April 2023</u>

Kganya Service Centres

BURGERSFORT Office No. 31 Morone Centre Kastainia Street Burgersfort 1150 PO Box 3079 Burgersfort 1150 Tel: 013 231 7650 Fax: 013 231 8640	BUSHBUCKRIDGE Office No. 09 Cnr Main Bushbuckridge & Graskop Roads Bushbuckridge Shopping Centre Tel. 013 799 0005 Fax. 013 799 0006	GIYANI Shop No. 40 Shoprite Masingita Plaza ERF BA 80 & 81 Malamulele Main Road PO Box 4275 Giyani 0826 Tel: 015 812 0673 Fax: 015 812 0674	GROBLERSDAL 7 Kruger Street Groblersdal 0470 PO Box 1438 Groblersdal Tel: 013 262 3013 Fax: 013 262 5054
JOHANNESBURG 1st Floor 357 Rivonia Boulevard Rivonia PO Box 2876 Rivonia 2128 Tel: 011 234 3448 Fax: 011 234 3408	KLERKSDORP Room 5 & 6 Ground Floor Jade Square Building 1 Jersich Street OR Tambo Street Klerksdorp PO Box 14362 Flamwood Walk 2535 Klerksdorp Tel: 018 462 6009 Fax: 018 462 6108	LOUIS TRICHARDT Office No. 10 Game Centre Cnr President & Songozwi Streets Louis Trichardt, 0920 P O Box 745 Louis Trichardt 0920 Tel: 015 516 7368	MOKOPANE Office No. 7 ABSA Centre 82 Thabo Mbeki Drive PO Box 502 Mokopane 0600 Tel: 015 491 7651 Fax: 015 491 7079
MTHATHA Office BS11 LCM Bridge Centre 24 Chatam Street Mthatha 5099 Tel: 047 531 0039 Fax: 047 531 0039	NELSPRUIT Office No. 22 Canary Walk Mall 8 Bester Street North Nelspruit 1200 PO Box 16386 Nelspruit 1200 Tel: 013 753 2195 Fax: 013 752 8205	POLOKWANE 800 Moolpark Building 26 General Joubert Street Polokwane 0699 Private Bag X9542 Polokwane 0700 Tel: 015 291 5182 Fax: 015 291 3005	PRETORIA 1249 Francis Baard Street Hatfield 0083 PO Box 11929 Hatfield 0028 Tel: 010 350 0500 Fax: 087 233 0003
RUSTENBURG Office No. 1 Five EFS Building Cnr Berg & Oliver Tambo Streets Rustenburg 0299 Tel: 014 592 0505 Fax: 014 592 0226	THOHoyANDOU Office No. 2 Ndou Mall Cnr Tshanduko & Thulamela Street Thohoyandou 0950 Tel: 015 962 5456 Fax: 015 962 6075	TZANEEN Office No. 207 & 208 19 Danie Joubert Street Tzaneen 0850 PO Box 3494 Tzaneen 0850 Tel: 015 307 6887 Fax: 015 307 3499	VRYBURG Office No. 3 Wie-cla Centre Cnr Market & Molopo Street Vryburg 8600 Tel: 053 927 3229 Fax: 053 927 3524
WELKOM 1st Floor Law Centre 6 Heeren Street Welkom PO Box 795 Welkom 9460 Tel: 057 357 1056 Fax: 057 357 1057			