

**PUKWANA YA KGANYA CONTRACT**

**Comprising a Funeral Policy,-a Dread Disease and Personal Accident Policy and a Basic Needs Benefit Policy**

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## PART I: GENERAL TERMS AND CONDITIONS

### 1. Parties

1.1 The Parties to this Pukwana ya Kganya Contract are –

1.1.1 Sanlam Developing Markets Limited as the Insurer; and

1.1.2 a Member of the Kganya Benefits Fund Trust as Policyholder entitled to the Benefits.

### 2. Background to this Pukwana ya Kganya Contract<sup>1</sup>

2.1 This Pukwana ya Kganya Contract comprises (i) the Funeral Policy; (ii) the Dread Disease and Personal Accident Policy; and (ii) the Basic Needs Benefit Policy.

2.2 The terms and conditions set out in this Part I and Part IV, apply to the Funeral Policy,–the Dread Disease and Personal Accident Policy and the Basic Needs Benefit Policy in respect of all Members who acquired Membership to the Kganya Benefits Fund Trust **before the Effective Date ("Existing Member")**. In respect of such Existing Members, the terms and conditions as set out in this Part I and Part IV must be read with –

2.2.1 the Funeral Policy contained in Part II;

2.2.2 the Dread Disease and Personal Accident Policy contained in Part III, and

2.2.3 the Basic Needs Benefit Policy contained in Part V.

which collectively constitute the Pukwana ya Kganya Contract, being an insurance contract between the Insurer and an Existing Member as Policyholder.

2.3 The terms and conditions set out in this Part I apply to the Funeral Policy, the Dread Disease and Personal Accident Policy and Basic Needs Benefit Policy in respect of all Members who acquired Membership to the Kganya Benefits Fund

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<sup>1</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

Trust **after the Effective Date**. In respect of such Members, the terms and conditions as set out in this Part I must be read with –

- 2.3.1 the Funeral Policy contained in Part II;
- 2.3.2 the Dread Disease and Personal Accident Policy contained in Part III, and
- 2.3.3 the Basic Needs Benefit Policy contained in Part V,

which collectively constitute the Pukwana ya Kganya Contract, being an insurance contract between the Insurer and a Member as Policyholder.

- 2.4 All capitalised words and phrases defined in Part I, shall have the same meaning in Part II, Part III, Part IV and Part V, unless specifically indicated.

### 3. **Introduction**<sup>2</sup>

- 3.1 The Kganya Benefits Fund Trust procured access to this Pukwana ya Kganya Contract for all Members (other than Church Officials who are Members) who satisfy the requirements for Membership to the Kganya Benefits Fund Trust.
- 3.2 As part of such Membership, and upon payment of the Membership Contributions to the Kganya Benefits Fund Trust, the Kganya Benefits Fund Trust is obliged to, and will pay, the Premiums due in terms of the Funeral Policy, the Dread Disease and Personal Accident Policy and Basic Needs Benefit Policy forming part of this Pukwana ya Kganya Contract, to the Insurer.
- 3.3 If a Member fails to pay his/her Membership Contribution(s) to the Kganya Benefits Fund Trust in accordance with the Master Regulations and Basic Benefits Regulations, the Kganya Benefits Fund Trust will not pay the Premium(s) due in terms of the Funeral Policy, the Dread Disease and Personal Accident Policy and the Basic Needs Benefit Policy forming part of this Pukwana ya Kganya Contract. In such case, the Funeral Benefit, the Dread Disease Benefits, the Personal Accident Benefits and the Basic Needs Benefit may be forfeited, subject to the terms and conditions of this Pukwana ya Kganya Contract.

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<sup>2</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

- 3.4 The Funeral Policy, the Dread Disease and Personal Accident Policy and the Basic Needs Benefit Policy constitute separate and divisible insurance policies, which are offered as part of a Member's Membership to the Kganya Benefits Fund Trust in terms of this Pukwana ya Kganya Contract.
- 3.5 The Funeral Policy, the Dread Disease and Personal Accident Policy and the Basic Needs Benefit Policy may not be cancelled separately since they constitute a single offering, as part of a Member's Membership to the Kganya Benefits Fund Trust, through this Pukwana ya Kganya Contract.
- 3.6 The Benefits provided in terms of the Funeral Policy, the Dread Disease and Personal Accident Policy and the Basic Needs Benefit Policy as part of this Pukwana ya Kganya Contract shall at all times comply with the provisions of the Financial Sector Charter, as amended from time to time, to the extent applicable.

#### 4. Use of information

Due to the fact that –

- 4.1 a Member's Membership to the Kganya Benefits Fund Trust entitles such Member to access this Pukwana ya Kganya Contract as contracting party and Policyholder, the Member agrees that the information provided to the Kganya Benefits Fund Trust for Membership, may and shall be provided by the Kganya Benefits Fund Trust (or its duly appointed administrator, Kganya Insurance Administrators) to the Insurer (or its duly appointed administrator, Kganya Insurance Administrators) for purposes of this Pukwana ya Kganya Contract.
- 4.2 the same information is required by both the Kganya Benefits Fund Trust (for Membership) and the Insurer (for this Pukwana ya Kganya Contract), the Member agrees that all information disclosed in the MPP Form and the AMPP Form will be used by –
- 4.2.1 the Kganya Benefits Fund Trust for purposes of Membership to the Kganya Benefits Fund Trust; and
- 4.2.2 the Insurer for purposes of insurance cover and Benefits in terms of this Pukwana ya Kganya Contract.

4.3 The Member (as Policyholder) will not be required to complete separate documents for the insurance cover and Benefits in terms of this Pukwana ya Kganya Contract. The Member agrees that the information completed by the Member as part of Membership, may be used by the Insurer in respect of the Member (as Policyholder) for purposes of this Pukwana ya Kganya Contract.

4.4 To the extent that any additional information is required by the Insurer, the Insurer will request such information from the Member in his/her capacity as Policyholder in terms of this Pukwana ya Kganya Contract.

## 5. Policy documents

5.1 For the sake of convenience, this Pukwana ya Kganya Contract and the Policy Schedule will be contained in the Membership Terms and Conditions Booklet, despite it constituting a separate agreement between the Member in his/her capacity as a Policyholder and the Insurer.

5.2 All notices and disclosures to be distributed by the Insurer in terms of the Applicable Laws shall be supplied by the Insurer or its duly appointed administrator, Kganya Insurance Administrators, to the Policyholder through the Church Branches affiliated with the ZCC, or such other means of communication as may be appropriate in the circumstances.

## 6. Definitions and interpretation<sup>3</sup>

6.1 The following words and expressions used in this Pukwana ya Kganya Contract will have the meaning set out in this clause 6 of Part I:

6.1.1	<b>"Accident"</b>	means an unforeseen external, violent and visible event, which occurs independently of other causes, which accident is not reasonably expected, or designed;
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<sup>3</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.



- 6.1.2            **"Accidental Death"**            means death caused directly by, or arising from, or caused solely, by an Accident independently of other causes;
- 6.1.3            **"AMPP Form"**                                means the Amended Member's Personal Particulars Form, to be completed by a Member when making changes to his/her Membership to the Kganya Benefits Fund Trust. If a Member completes an AMPP Form -
- 6.1.3.1    the duplicate thereof shall be affixed to the Payment Receipt Booklet; and
- 6.1.3.2    the AMPP Form shall simultaneously, in accordance with the consent granted in terms of clause 4 of this Part I, be used to amend the information relating to this Pukwana ya Kganya Contract;
- 6.1.4            **"Applicable Laws"**                            means the provisions of the Long-term Insurance Act, the Insurance Act, the Policyholder Protection Rules promulgated in terms of section 62 of the Long-term Insurance Act; the FAIS Act; and any other laws applicable to the regulation of financial services in South Africa;
- 6.1.5            **"Assured Life/Lives"**                        means -
- 6.1.5.1    for purposes of the Funeral Policy, (i) the Policyholder, (ii) all children of the Policyholder who qualify as

- Dependent Children, and Paid-up Dependants, who are indicated in the Payment Receipt Booklet; and (iii) Stillbirths in respect of the Policyholder;
- 6.1.5.2 for purposes of the Dread Disease and Personal Accident Policy -
- 6.1.5.2.1 in respect of the Dread Disease Benefits, the Policyholder; and
- 6.1.5.2.2 in respect of the Personal Accident Benefits, the Policyholder and all Dependent Children who are indicated in the Payment Receipt Booklet,
- 6.1.5.3 for purposes of the Basic Needs Benefit Policy, the Policyholder,  
in respect of whom the Insurer will provide cover in terms of this Pukwana ya Kganya Contract;
- 6.1.6 **"Base Amount"** means, in respect of the Personal Accident Benefits in terms of the Dread Disease and Personal Accident Policy, the amount specified in Table A of **Annexe E.4;**
- 6.1.7 **"Basic Benefits Regulations"** means the basic benefits regulations issued by the Kganya Benefits Fund Trust from time to time in accordance with the provisions of the trust deed of the Kganya Benefits Fund Trust, read

with the Master Regulations, in respect of the basic benefits as set out therein;

**6.1.7A "Basic Needs Benefit"**

means the basic needs benefit payable in terms of the Basic Needs Benefit Policy upon any of the events occurring after the Basic Needs Policy Effective Date, namely i) the Policyholder's death, or ii) the Policyholder contracting, experiencing or suffering a Dread Disease; or iii) the Policyholder becoming Permanently Disabled, as set out in **Annexe E.5**;

**6.1.7B "Basic Needs Benefit Policy"**

means the insurance policy concluded between a Member as Policyholder, and the Insurer, in respect of the Basic Needs Benefit as set out in the Basic Needs Benefit Policy. The Basic Needs Benefit Policy forms part of this Pukwana ya Kganya Contract, and is concluded pursuant to a Member's Membership to the Trust, as provided for in the Master Regulations and the Basic Benefits Regulations;

**6.1.7C "Basic Needs Benefit Policy Effective Date"**

means 1 April 2023;

**6.1.7D "BNBCN Form"**

means the claim form to be completed in the event of a Claim for Basic Needs Benefit, supported by the Claim Documents as specified in the Basic Needs Benefit Policy, in the form and manner as prescribed by the Insurer;

**6.1.7E "Basic Needs Existing Member"**

means a Member who acquired Membership to the Kganya Benefits Fund Trust on or before the Basic Needs Benefit Policy Effective Date;

**6.1.8 "Beneficiary"**

means -

6.1.8.1

in respect of the Funeral Benefit, subject to the provisions of clause 5 of Part II -

6.1.8.1.1

the Policyholder, upon the happening of an Insured Event in respect of an Assured Life other than the Policyholder; and

6.1.8.1.2

the person(s) nominated by the Policyholder in the MPP Form and/or the AMPP Form, to receive the Funeral Benefit upon the happening of an Insured Event in respect of the Policyholder as Assured Life;

6.1.8.2

in respect of the Personal Accident Benefits, the Policyholder upon the happening of an Insured Event in respect of the Assured Lives;

6.1.8.3

in respect of the Dread Disease Benefits, the Policyholder upon the happening of an Insured Event in respect of the Policyholder as an Assured Life; and

- 6.1.8.4 in respect of the Basic Needs Benefit, subject to the provisions of clause 5 of Part II -
- 6.1.8.4.1 the Policyholder, upon the Policyholder as Assured Life -
- 6.1.8.4.1.1 becoming Permanently Disabled; or
- 6.1.8.4.1.2 contracting, experiencing, or suffering a Dread Disease; or
- 6.1.8.4.2 the person(s) nominated by the Policyholder in the MPP Form and/or the AMPP Form, to receive the Basic Need Benefit upon the death of the Policyholder as Assured Life;
- 6.1.9           **"Benefits"**           means for purposes of this Pukwana ya Kganya Contract, collectively the Funeral Benefit, the Dread Disease Benefits, the Personal Accident Benefits and the Basic Needs Benefit as provided for in the Policies;
- 6.1.10           **"Business Day"**           means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa;
- 6.1.11           **"Church Branch"**           means a South African church registered as such with ZCC;

6.1.12	<b>"Church Official"</b>	means ZCC committee members, the ZCC youth committee members, Moria staff members, and any other official(s) designated by the ZCC, in consultation with the Trust, as Church Officials in accordance with the Master Regulations;
6.1.13	<b>"Claim"</b>	means a claim for Benefits in terms of the Policies;
6.1.14	<b>"Claim Documents"</b>	means the claim documentation to be submitted to the Insurer in respect of a Claim;
6.1.15	<b>"Committee Member"</b>	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 in respect of a Church Branch;
6.1.16	<b>"Date of Death"</b>	means, for purposes of the Funeral Policy <u>and the Basic Needs Benefit Policy</u> , the date of death of an Assured Life;
6.1.17	<b>"Date of Dread Disease"</b>	means, in respect of the Dread Disease Benefits in terms of the Dread Disease and Personal Accident Policy <u>and the Basic Needs Benefit Policy</u> , the date upon which the Policyholder as Assured Life is first diagnosed by a Medical Practitioner as having contracted, experienced or suffered a Dread Disease;

6.1.18	<b>"Date of Payment"</b>	means the date of payment of a Membership Contribution by a Member, as determined in accordance with the Master Regulations;
6.1.19	<b>"Date of Permanent Disability"</b>	means, in respect of the Personal Accident Benefits in terms of the Dread Disease and Personal Accident Policy <u>and the Basic Needs Benefit Policy</u> , the date of an Accident in which the Assured Life becomes Permanently Disabled;
6.1.20	<b>"DDCN Form"</b>	means the claim form to be completed in the event of a Claim for Dread Disease Benefits, supported by the Claim Documents as specified in the Dread Disease and Personal Accident Policy, in the form and manner as prescribed by the Insurer;
6.1.21	<b>"Dependent Children"</b>	means, in relation to the Policyholder, the dependent children of the Policyholder who satisfy the requirements of clause 12 of this Part I;
6.1.22	<b>"Dread Disease"</b>	means in respect of the Dread Disease Benefits in terms of the Dread Disease and Personal Accident Policy <u>and the Basic Needs Benefit Policy</u> , the medical occurrence(s) and/or condition(s) contracted, experienced or suffered by the Policyholder as described in <b>Annexe E.3</b> in terms of the Dread Disease Categories, diagnosed by a Medical Practitioner, as set out in a Medical Report;

6.1.23	<b>"Dread Disease and Personal Accident Policy"</b>	means the insurance policy concluded between a Member as Policyholder, and the Insurer, in respect of the Dread Disease Benefits and Personal Accident Benefits as set out in the Dread Disease and Personal Accident Policy. The Dread Disease and Personal Accident Policy forms part of this Pukwana ya Kganya Contract, and is concluded pursuant to a Member's Membership to the Trust, as provided for in the Master Regulations and the Basic Benefits Regulations;
6.1.24	<b>"Dread Disease Benefits"</b>	means the dread disease benefits payable in terms of the Dread Disease and Personal Accident Policy upon the Policyholder contracting, experiencing or suffering a Dread Disease, as set out in <b>Annexe E.3</b> ;
6.1.25	<b>"Dread Disease Categories"</b>	means the Dread Disease categories as specified in <b>Annexe E.3</b> ;
6.1.26	<b>"Due Date"</b>	means the date on which the Premiums payable in terms of the Policies are due, in full, to the Insurer, being the first day of each Month;
6.1.27	<b>"Effective Date"</b>	means 1 January 2023, being 4 (four) Months from the first day of the Month following the Month in which court approval was granted for the amendment of the trust deed of the Kganya Benefits Fund Trust;



6.1.28	<b>"Existing Member"</b>	means a Member who acquired Membership to the Kganya Benefits Fund Trust on or before the Effective Date;
6.1.29	<b>"Existing Membership Book"</b>	means any existing membership book of the Kganya Benefits Fund Trust, issued to an Existing Member, in issue as at the Effective Date;
6.1.30	<b>"FAIS Act"</b>	means the Financial Advisory and Intermediary Services Act, 37 of 2002;
6.1.31	<b>"FBCN Form"</b>	means the claim form to be completed in the event of a Claim for a Funeral Benefit, supported by the Claim Documents as specified in the Funeral Policy, in the form and manner as prescribed by the Insurer;
6.1.32	<b>"Forgiveness Rules"</b>	means the leniency rules to be applied by the Insurer as specified in <b>Annexe E.5</b> , where Benefits may remain payable even if the Premium(s) in terms of the Policies is/are not paid on the Due Date, due to failure by the Policyholder in his/her capacity as a Member of the Kganya Benefits Fund Trust, to pay his/her Membership Contribution(s) to the Kganya Benefits Fund Trust, which in turn results in the Kganya Benefits Fund Trust not paying the Premium(s) to the Insurer, as set out in the Master Regulations, read with clause 3.2 and clause 3.3 of this Part I;

6.1.33	<b>"Funeral Benefit"</b>	means the funeral benefit payable in terms of the Funeral Policy upon the death of an Assured Life, as set out in <b>Annexe E.2;</b>
6.1.34	<b>"Funeral Policy"</b>	means the insurance policy concluded between a Member as Policyholder, and the Insurer, in respect of the Funeral Benefit as set out in the Funeral Policy. The Funeral Policy forms part of this Pukwana ya Kganya Contract, and is concluded pursuant to a Member's Membership to the Trust, as provided for in the Master Regulations and the Basic Benefits Regulations;
6.1.35	<b>"Inception Date"</b>	means, notwithstanding the Effective Date, the date upon which cover for all Assured Lives in terms of this Pukwana ya Kganya Contract commences, which Inception Date is determined in the manner set out in i) clause 7.2 of this Part I for Members (as Policyholders) other than Existing Members <u>and Basic Needs Existing Members</u> ; ii) clause 6 of Part IV in respect of Existing Members ( <u>other than Basic Needs Existing Members</u> ); and <u>clause 3 of Part V in respect of Basic Needs Existing Members</u> ;
6.1.36	<b>"Insurance Act"</b>	means the Insurance Act, 18 of 2017;

6.1.37	<b>"Insured Event"</b>	means -
6.1.37.1		in terms of the Funeral Policy, the death of an Assured Life in respect of the Funeral Benefit;
6.1.37.2		in terms of the Dread Disease and Personal Accident Policy -
6.1.37.2.1		the Permanent Disability of an Assured Life in respect of the Personal Accident Benefits; or
6.1.37.2.2		the contraction, experience or suffering of a Dread Disease by the Policyholder in respect of the Dread Disease Benefits,
6.1.37.3		<u>in terms of the Basic Needs Benefit Policy -</u>
6.1.37.3.1		<u>the death of the Policyholder as Assured Life; or</u>
6.1.37.3.2		<u>the Permanent Disability of the Policyholder as Assured Life; or</u>
6.1.37.3.3		<u>the contraction, experience or suffering of a Dread Disease by the Policyholder as Assured Life;</u>
6.1.38	<b>"Insurer"</b>	means Sanlam Developing Markets Limited (registration number 1911/003818/06), a public company

incorporated and registered in terms of the laws of the Republic of South Africa and a licenced insurer in terms of the Insurance Act, with its main place of business situated at 9 – 13 West Street, Houghton, 2196;

6.1.39 **"Kganya Insurance Administrators"**

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 FAIS Act, with license number 7974, with its main place of business situated at 328 Rivonia Boulevard, Ground Floor - South Wing, Rivonia, 2128;

6.1.40 **"Kganya Benefits Fund Trust"**

means the trustees for the time being of the Kganya Benefits Fund Trust (Master's reference number: IT 6797/00), a vesting and discretionary trust duly registered in terms of the Trust Property Control Act 57 of 1988, with its main place of business situated 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;

6.1.41 **"Long-term Insurance Act"**

means the Long-term Insurance Act 52 of 1998;

- 6.1.42            **"Master Regulations"**            means the master regulations issued from time to time by the Kganya Benefits Fund Trust in accordance with the provisions of the trust deed of the Kganya Benefits Fund Trust;
- 6.1.43            **"Medical Report"**            means, for purposes of a Claim for Dread Disease Benefits and Personal Accident Benefits in terms of the Dread Disease and Personal Accident Policy and the Basic Needs Benefit Policy, the medical report(s) to be completed by a Medical Practitioner, in the form and manner prescribed by the Insurer, supported by clinical, radiological, histological and laboratory evidence acceptable to the Insurer;
- 6.1.44            **"Medical Practitioner"**            means a duly qualified and suitable medical practitioner, registered as such in terms of the Health Professions Act 56 of 1974;
- 6.1.45            **"Member"**            means a member of the ZCC who satisfies the requirements for membership to the Kganya Benefits Fund Trust in accordance with the terms of the Master Regulations, read with the Basic Benefits Regulations. In this Pukwana ya Kganya Contract, **"Membership"** shall have a corresponding meaning. For purposes of this Pukwana ya Kganya Contract, the Member is also the Policyholder;

- 6.1.46            **"Membership Book"**            means a membership book issued by the Kganya Benefits Fund Trust, in accordance with the Master Regulations, to a Member, comprising (i) the Membership Terms and Conditions Booklet; (ii) the Payment Receipt Booklet; (iii) all Existing Membership Books; and (iv) any other documents issued by the Kganya Benefits Fund Trust from time to time relating to Membership, including any amendments and/or endorsements thereto, as provided for in the Master Regulations;
- 6.1.47            **"Membership Contribution"**            means the amount payable each Month by a Member as set out in the Master Regulations, which entitles a Member, for purposes hereof and amongst others, (i) access to this Pukwana ya Kganya Contract; and (ii) payment of the Premiums due in terms of the Policies by the Kganya Benefits Fund Trust;
- 6.1.48            **"Membership Terms and Conditions Booklet"**            means the booklet of the Kganya Benefits Fund Trust issued to Members, comprising all terms and conditions of Membership to the Kganya Benefits Fund Trust, including (i) the terms and conditions applicable to the benefits provided in terms of the Basic Benefits Regulations; and (ii) a copy of this Pukwana ya Kganya Contract and the Policy Schedule(s), which is included therein for the sake of convenience, and

		includes all amendments and/or endorsements thereto;
6.1.49	<b>"Missed Premium(s)"</b>	means the non-payment of a Premium(s) by the Kganya Benefits Fund Trust, due to the Policyholder's failure, in his/her capacity as a Member, to make payment of a Membership Contribution(s) to the Kganya Benefits Fund Trust;
6.1.50	<b>"Month"</b>	means a calendar month;
6.1.51	<b>"MPP Form"</b>	means the Member's Personal Particulars Form, to be completed by a Member for Membership to the Kganya Benefits Fund Trust. When completing an MPP Form -
6.1.51.1		the MPP Form shall be contained and completed in the Payment Receipt Booklet (in duplicate); and
6.1.51.2		the MPP Form shall simultaneously, in accordance with the consent granted in terms of clause 4 of this Part I, be used for purposes of this Pukwana ya Kganya Contract;
6.1.52	<b>"PACN Form"</b>	means the claim form to be completed in the event of a Claim for Personal Accident Benefits, supported by the Claim Documents as specified in the Dread Disease and Personal Accident Policy, in the form and manner as prescribed by the Insurer;

- 6.1.53            **"Paid-up  
Dependant"**            means, for purposes of the Funeral Policy only, a Dependent Child of the Policyholder who meets the requirements set out in clause 6.1 of Part II;
- 6.1.54            **"Parties"**            means the Insurer and the Policyholder and **"Party"** means any one of them;
- 6.1.55            **"Part I"**            means Part I to this Pukwana ya Kganya Contract, which sets out the general terms and conditions applicable to this insurance contract. The general terms and conditions set out in Part I will apply to Part II (the Funeral Policy), Part III (the Dread Disease and Personal Accident Policy); Part IV (to the extent applicable) and Part V (the Basic Needs Benefit Policy);
- 6.1.56            **"Part II"**            means Part II to this Pukwana ya Kganya Contract, being the Funeral Policy between the Policyholder and the Insurer, which Funeral Policy incorporates the terms and conditions as contained in Part I and Part IV (to the extent applicable), and is severable from the Dread Disease and Personal Accident Policy contained in Part III and the Basic Needs Benefit Policy contained in Part V, although contained in the same Pukwana ya Kganya Contract;
- 6.1.57            **"Part III"**            means Part III to this Pukwana ya Kganya Contract, being the Dread



Disease and Personal Accident Policy between the Policyholder and the Insurer, which Dread Disease and Personal Accident Policy incorporates the terms and conditions as contained in Part I and Part IV (to the extent applicable), and is severable from the Funeral Policy contained in Part II and the Basic Needs Benefit Policy contained in Part V, although contained in the same Pukwana ya Kganya Contract;

6.1.58            **"Part IV"**

means Part IV to this Pukwana ya Kganya Contract, being the additional terms and conditions applicable only to Existing Members as Policyholders;

6.1.58A "Part V"

means Part V to this Pukwana ya Kganya Contract, being the Basic Needs Benefit Policy which Basic Needs Benefit Policy incorporates the terms and conditions as contained in Part I and Part IV (to the extent applicable), and is severable from the Funeral Policy contained in Part II and the Dread Disease and Personal Accident Policy contained in Part III, although contained in the same Pukwana ya Kganya Contract;

6.1.59            **"Payment Receipt Booklet"**

means the numbered and bar-coded booklet of the Kganya Benefits Fund Trust issued to a Member, including all Existing Membership Books in issue as at the Effective Date, wherein payment

of Membership Contributions is recorded, and includes continuation payment receipt booklets and replacement payment receipt booklets, as contemplated in the Master Regulations, and includes all amendments and/or endorsements thereto;

- 6.1.60            **"Percentage of Base Amount"**            means the percentage of Base Amount set out in Table B of **Annexe E.4**;
- 6.1.61            **"Permanent Disability"**            means a permanent disability as specified in **Annexe E.4** incurred at the time of, and as a direct result of an Accident, which will in all probability continue for the remainder of the life of an Assured Life, and **"Permanently Disabled"** will have a corresponding meaning;
- 6.1.62            **"Permanent Disability Category"**            means the Permanent Disability categories as specified in **Annexe E.4**;
- 6.1.63            **"Personal Accident Benefits"**            means the personal accident benefits payable in terms of the Dread Disease and Personal Accident Policy upon the Assured Life becoming Permanently Disabled, as set out in **Annexe E.4**;
- 6.1.64            **"Policyholder"**            means the Member who enters into this Pukwana ya Kganya Contract, including his/her successor in title as contemplated in clause 6.5 of Part II in respect of the Funeral Policy;

6.1.65	<b>"Policy Schedule"</b>	means the document(s) provided by the Insurer to the Policyholder containing all disclosures to be made by the Insurer as required in terms of the Applicable Laws;
6.1.66	<b>"Policies"</b>	means, collectively, the Funeral Policy and the Dread Disease and Personal Accident Policy <u>and the Basic Needs Benefit Policy</u> forming part of this Pukwana ya Kganya Contract, and where required, a <b>"Policy"</b> shall mean either the Funeral Policy, the Dread Disease and Personal Accident Policy <u>or the Basic Needs Benefit Policy</u> as indicated by the context;
6.1.67	<b>"Premiums"</b>	means the Monthly premiums payable by the Kganya Benefits Fund Trust to the Insurer in respect of Reconciled Receipts;
6.1.68	<b>"Premium Payment Agreement"</b>	means the agreement concluded between the Insurer and the Kganya Benefits Fund Trust, which regulates the manner in which the Kganya Benefits Fund Trust will pay the Premiums due in terms of the Policies for as long as the Policyholder is (i) a Member of the Kganya Benefits Fund Trust; and (ii) has paid his/her Membership Contribution to the Kganya Benefits Fund Trust;
6.1.69	<b>"Pukwana ya Kganya Contract"</b>	means this insurance contract, comprising Part I, Part II, Part III, Part IV

and Part V, together with all annexures, concluded between the Insurer and the Policyholder, as amended from time to time;

6.1.70            **"Receipt"**            means a receipt as defined in the Master Regulations, issued to a Member upon payment of his/her Membership Contribution;

6.1.71            **"Reconcile"**            means the process whereby the Kganya Benefits Fund Trust (or its administrator) captures the details of a duplicate Receipt received by the Kganya Benefits Fund Trust (or its administrator) in respect of payment of a Membership Contribution by a Member as provided for in the Master Regulations, irrespective whether or not the proceeds of such Receipt are deposited to the bank account of the Kganya Benefits Fund Trust, and **"Reconciled"** shall have a similar meaning;

6.1.72            **"Stillbirth"**            means the death of a foetus 28 (twenty-eight) weeks or longer after conception or immediately prior to or during delivery;

6.1.72A "Voucher"            means an electronic grocery coupon issued in the event that a Claim for a Basic Needs Benefit is approved;

6.1.73            **"Waiting Period"**            means, if applicable, a period when the Policies (and the cover in terms thereof) are in force, but during which period no Benefits will be payable. The Waiting

Period is calculated from the Inception Date; and

- 6.1.74            **"ZCC"**            means the Zion Christian Church, with its main place of business situated at Zion City, Boyne, Limpopo Province.
- 6.2            In this Pukwana ya Kganya Contract, any reference to:
- 6.2.1            the singular includes the plural and *vice versa*;
- 6.2.2            natural persons include juristic persons and *vice versa*;
- 6.2.3            any one sex or gender includes any other sex or gender, as the case may be;
- 6.2.4            any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment or legislative measure of government (including local or provincial government), statutory or regulatory body which has the force of law means the relevant enactment or legislative measure as at the date of signature of this agreement and as amended or re-enacted from time to time;
- 6.2.5            a party includes a reference to that party's successors in title and assigns allowed at law.
- 6.3            The words "**shall**" and "**will**" and "**must**" used in the context of any obligation or restriction imposed on a party have the same meaning.
- 6.4            The clause headings in this Pukwana ya Kganya Contract have been inserted for convenience only and shall not be taken into account in its interpretation.
- 6.5            If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive clause in the body of this Pukwana ya Kganya Contract, notwithstanding that it is only contained in the interpretation clause.
- 6.6            If any period is referred to in this Pukwana ya Kganya Contract by way of a reference to a number of days or weeks or months or other intervals, the period

shall be reckoned exclusively of the 1st (first) day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.

6.7 This Pukwana ya Kganya Contract shall be governed, interpreted and enforced in accordance with the laws of the Republic of South Africa from time to time.

6.8 If amounts or figures are specified in numerals and in words and if there is any discrepancy between the numerals and the words, then the words shall apply.

## 7. Insurance cover

7.1 Insurance cover is available to the Assured Lives as set out in the Funeral Policy, the Dread Disease and Personal Accident Policy and the Basic Needs Benefit Policy.<sup>4</sup>

7.2 Subject to the provisions of i) clause 6 of Part IV insofar as it relates to insurance cover for Existing Members; and ii) clause 3.1 of Part V insofar as it relates to insurance cover for Basic Needs Existing Members,<sup>5</sup> insurance cover in respect of the Assured Lives commences on the later of the date on which the Policyholder, acting as a prospective Member -

7.2.1 completed the MPP Form and purchased a Membership Book; or

7.2.2 paid the initial Membership Contribution to the Kganya Benefits Fund Trust, on which date the Member accepts the offer for insurance cover and Benefits in terms of this Pukwana ya Kganya Contract, being "**the Inception Date**". The Insurer waives the requirement to receive notification of acceptance of the offer.

7.3 In the event that a Dependent Child is born after the Inception Date, the cover in respect of such Dependent Child (if applicable)<sup>6</sup> shall commence on the date of birth, subject to compliance with the provisions of clause 12.3 of this Part I.

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<sup>4</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

<sup>5</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

<sup>6</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

7.4 Payment of Benefits shall at all times be suspended until the Insurer receives the first Premium payable by the Kganya Benefits Fund Trust in respect of a Policyholder, subject to the terms of the Premium Payment Agreement.

7.5 The Policyholder shall at all times update his/her personal particulars if any change occurs in respect of the information provided in the MPP Form, by completing an AMPP Form.

7.6 Cover in terms of the Policies shall cease as set out in Part II, Part III and Part V<sup>7</sup> below.

## 8. **Benefits**<sup>8</sup>

8.1 The Benefits payable in terms of this Pukwana ya Kganya Contract are set out in –

8.1.1 Part II in respect of the Funeral Policy;

8.1.2 Part III in respect of the Dread Disease and Personal Accident Policy; and

8.1.3 Part V in respect of the Basic Needs Benefit Policy,

and shall be paid as set out in Part II, Part III and Part V, respectively.

8.2 In order to qualify for payment of the Benefits, the Premiums must be paid in respect of the Policies as set out in –

8.2.1 clause 2.3 and clause 2.4 of Part II as it applies to the Funeral Benefit in terms of the Funeral Policy;

8.2.2 clause 3.4.1 of Part III as it applies to the Dread Disease Benefits in terms of the Dread Disease and Personal Accident Policy;

8.2.3 clause 8.5.1 of Part III as it applies to the Personal Accident Benefits in terms of the Dread Disease and Personal Accident Policy; and

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<sup>7</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

<sup>8</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

8.2.4 clause 2.5 of Part V as it applies to the Basic Needs Benefit in terms of the Basic Needs Benefit Policy,

subject at all times to the Waiting Periods as set out in Part II, Part III and Part V, respectively and/or the provisions of clause 3.1.4 of Part IV in respect of Existing Members.

8.3 The Insurer shall not allow any deductions from the Benefits by any party.

8.4 The Insurer shall at all times be entitled to amend the Benefits, by way of 31 (thirty-one) days' written notice to the Policyholder.

## 9. **Payment of Premiums**

### 9.1 **General**

9.1.1 The premium payer of the Premiums due in terms of the Policies, is the Kganya Benefits Fund Trust.

9.1.2 The Premiums payable in terms of the Policies are specified in **Annexe E.1**.

9.1.3 The Premiums must be paid in full and are due Monthly in advance on the Due Date for the cover enjoyed during that Month.

9.1.4 The Kganya Benefits Fund Trust shall only pay the Premiums in respect of the Policyholder in terms of the Policies if -

9.1.4.1 the Policyholder qualifies as a Member in terms of the Master Regulations, read with the Basic Benefits Regulations; and

9.1.4.2 without limitation to the provisions of clause 9.1.4.1 above, the Policyholder has paid his/her Membership Contribution to the Kganya Benefits Fund Trust.

9.1.5 In the event that any of the above conditions in clause 9.1.4 of this Part I are not met, the Kganya Benefits Fund Trust shall not be obliged, and shall no longer pay, the Premiums to the Insurer in respect of the Policyholder, until such time as the Policyholder resumes payment of his/her Membership Contribution to the Kganya Benefits Fund Trust, as provided for in the Master Regulations, read with the Basic Benefits Regulations.



9.1.6 Payment of Premiums shall at all times be made in accordance with, and subject to, the terms of the Premium Payment Agreement, which Premium Payment Agreement can be made available on request.

9.1.7 Payment of the Premiums by the Kganya Benefits Fund Trust does not entitle the Kganya Benefits Fund Trust to any rights in terms of this Pukwana ya Kganya Contract nor entitle it to any Benefits.

## 9.2 **Review of Premiums**

9.2.1 The Insurer shall review the Premiums payable at least annually to ensure that the Policies remain actuarially sound.

9.2.2 Without limitation to the provisions of clause 9.2.1 of this Part I, the Insurer shall review and change the Premiums at any time if there are reasonable actuarial grounds to do so, or where the review is required in the interest of the Policyholder, subject at all times to the Applicable Laws.

9.2.3 Without limitation to the provisions of clause 9.2.1 or clause 9.2.2 of this Part I, the Insurer reserves the right to review and change the Premium at any time upon the occurrence of any of the following events:

9.2.3.1 if the Membership Contributions change; and/or

9.2.3.2 if the claims ratio exceeds 80% (eighty percent) in respect of all Policyholders.

9.2.4 The Insurer shall, following the outcome of the review mentioned above, be entitled to change the Premium with effect from the date as specified by the Insurer, by giving 31 (thirty-one) days prior written notice to the Policyholder, subject at all times to the Applicable Laws.

## 9.3 **Non-payment of Premiums and Forgiveness Rules**

9.3.1 In the event of non-payment of a Premium of a Policyholder referred to in clause 9.1.5 of Part I, no Benefits shall be paid in respect of such Policyholder unless -

9.3.1.1 the requirements of clause 8.2 of this Part I are met; or

9.3.1.2 the Forgiveness Rules as set out in **Annexe E.5** can be applied in respect of the Missed Premium(s).

9.3.2 If the requirements set out in clause 9.3.1 are not met, then no Benefits will be paid by the Insurer in respect of the Policyholder upon the happening of an Insured Event.

## 10. Exclusions and limitations

All exclusions and limitations applicable to the Policies are set out in Part II, Part III and Part V<sup>9</sup>, respectively.

## 11. Waiting Periods

11.1 The Waiting Periods in terms of the Policies, if applicable, are as set out in Part II, Part III and Part V<sup>10</sup> below.

11.2 As provided for in clause 8.2 of this Part I, payment of Benefits will always depend on whether or not the applicable Waiting Period in terms of the Policies has ended.

11.3 If the Insured Event happens during the Waiting Period (i.e before the Waiting Period has ended) (if applicable in terms of the Policies), the Benefits will not be paid.

## 12. Dependent Children

12.1 A Dependent Child in relation to a Policyholder is the following persons:

12.1.1 a child born to the Policyholder, ~~subject to the provisions of clause 12.4 of this Part I;~~

12.1.2 a legally adopted child of the Policyholder;

12.1.3 a child adopted by custom (provided that both natural parents are deceased) by the Policyholder,

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<sup>9</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

<sup>10</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

who are indicated as Dependent Children in the Payment Receipt Booklet, but excludes –

- 12.1.4 a child who survives a Policyholder and does not qualify as a Paid-up Dependant;
  - 12.1.5 a child of any Dependent Child of a Policyholder (i.e. grandchildren); or
  - 12.1.6 a child who is 25 (twenty-five) years or older, subject to clause 12.2 of this Part I.
- 12.2 Notwithstanding the provisions of clause 12.1.6 above, a child who is 25 (twenty-five) years or older and permanently dependent on the Policyholder because of mental and/or physical disability, will qualify as a Dependent Child if -
- 12.2.1 the mental and/or physical disability existed or occurred whilst the child otherwise qualified as a Dependent Child; and
  - 12.2.2 at least 1 (one) Premium was paid by the Kganya Benefits Fund Trust in respect of the Policyholder prior to the date the child would otherwise cease to qualify as a Dependent Child.
- 12.3 New-born children born to the Policyholder and children adopted by the Policyholder must be indicated in the Payment Receipt Booklet within 6 (six) Months after the date of birth or adoption, as the case may be.
- 12.4 ~~A child of a Policyholder (who is the father) shall not be a Dependent Child of the Policyholder unless<sup>11</sup>~~
- ~~12.4.1 the natural mother is i) deceased, or ii) not a Member of the ZCC; or~~
  - ~~12.4.2 the Policyholder is the legal guardian of such a child.~~
- 12.5 The Policyholder shall provide all such documentary and other evidence, as may be required by the Insurer from time to time, to establish whether a child qualifies as a Dependent Child for purposes of this Pukwana ya Kganya Contract.

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<sup>11</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

## 13. Claims

### 13.1 Liability for Claims

13.1.1 The Beneficiary shall follow the claims procedure as set out in this Pukwana ya Kganya Contract in the event of a Claim in relation to an Assured Life.

13.1.2 The Insurer shall not be liable for a Claim -

13.1.2.1 where such Claim is not submitted in accordance with the provisions of this Pukwana ya Kganya Contract, or outside the time periods prescribed;

13.1.2.2 where the Insured Event occurred -

13.1.2.2.1 prior to the Inception Date; or

13.1.2.2.2 after cancellation of this Pukwana ya Kganya Contract; or

13.1.2.2.3 after cover in respect of an Assured Life in accordance with the terms and conditions of the Policies, has ceased;

13.1.2.3 in instances where a Premium in respect of a Policyholder is not paid, thereby constituting a Missed Premium, subject to -

13.1.2.3.1 the provisions of clause 8.2 of this Part I; and

13.1.2.3.2 the Forgiveness Rules,

13.1.2.4 if an Assured Life is subject to a Waiting Period as provided for in terms of the Policies, where applicable, and the Waiting Period has not yet expired.

13.1.3 Notwithstanding the provisions of this Pukwana ya Kganya Contract relating to Claims, the Insurer reserves the right to cancel this Pukwana ya Kganya Contract, repudiate a Claim and declare all Premiums paid by the Kganya Benefits Fund Trust in respect of the Policies forfeited, should there be evidence of, or an attempted submission of a fictional claim, fraud or misrepresentation, which fictional claim, fraud or misrepresentation

materially affects the Insurer's ability to assess the risk under this Pukwana ya Kganya Contract.

## 13.2 **Submission of Claims**

13.2.1 Claims must be submitted by the Beneficiary to the Insurer (or its duly appointed administrator, Kganya Insurance Administrators) i) within a period of 12 (twelve) Months after the happening of the Insured Event; and ii) must include the submission of all the Claim Documents as required in terms of the Policies.

13.2.2 A Claim for Benefits may be repudiated by the Insurer if a Claim is made after the 12 (twelve) Month period indicated in clause 13.2.1 of this Part I; or in the event that a Claim is not supported with all the relevant Claim Documents.

13.2.3 Claims for Benefits must be submitted to the Insurer (or its duly appointed administrator, Kganya Insurance Administrators) as follows:

13.2.3.1 at one of the Kganya Insurance Administrator's Service Centres, the details of which can be found on the website of Kganya Insurance Administrators at <https://mykganya.com>; or

13.2.3.2 any designated office of the Insurer.

## 13.3 **Consideration of Claims**

13.3.1 If the Insurer disputes or rejects a Claim, the Insurer will provide the Beneficiary with a notice setting out the reasons for the decision.

13.3.2 In such event, the Beneficiary may, within 90 (ninety) days from the date of receipt of the notice, make representations to the Insurer regarding the decision.

13.3.3 If the Beneficiary fails to make such representations, the Insurer shall not be liable to pay a Claim, and the Insurer's liability to pay a Claim will be extinguished.

- 13.3.4 If the Beneficiary makes representations to the Insurer, the Insurer shall, within 45 (forty-five) days of receiving such representations, inform the Beneficiary of its decision.
- 13.3.5 After receipt of the decision of the Insurer, if the Beneficiary does not, within 12 (twelve) months from the date of the happening of the Insured Event, begin legal proceedings in a competent court and prosecute such proceedings to final judgment, any liability of the Insurer shall be extinguished and no Benefits will be payable for such Claim and/or the Insured Event.
- 13.3.6 The 12 (twelve) month period will be suspended during the 90 (ninety) day period mentioned in clause 13.3.2, and provided further that the Beneficiary will at all times have at least 6 (six) months after the expiry of the 90 (ninety) day period to institute legal action in a court of law or to lodge a complaint with the Long-term Insurance Ombudsman.

13.4 **Payment of Claims<sup>12</sup>**

13.4.1 **Funeral Policy and Dread Disease and Personal Accident Policy**

13.4.1.1 Claims in terms of the Funeral Policy and Dread Disease and Personal Accident Policy shall be settled by the Insurer by electronic funds transfer ("EFT") into the bank account nominated by the Beneficiary upon submission of the Claim.

13.4.1.2 The nominated bank account must be a bank account held with a South African bank, and payment will be made in South African Rands into such bank account.

13.4.2 **Basic Needs Benefit Policy**

13.4.2.1 Claims in terms of the Basic Needs Benefit Policy will be settled by the Insurer by way of Vouchers.

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<sup>12</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

13.4.2.2 The Vouchers can be redeemed by the Beneficiary at various retailers as set out in the Basic Needs Benefit Policy.

## 14. Amendments

### 14.1 Amendments to this Pukwana ya Kganya Contract

14.1.1 The Insurer shall at all times be entitled to amend any provision of this Pukwana ya Kganya Contract (and, for the avoidance of doubt, the Policies forming part thereof) by 31 (thirty-one) days prior written notice to the Policyholder.

14.1.2 Unless specifically provided otherwise in this Pukwana ya Kganya Contract or indicated by the Insurer to the contrary, any amendments to the terms and conditions of this Pukwana ya Kganya Contract which result in changes to the Benefits payable, will not affect a Claim in respect of an Insured Event occurring prior to such changes coming into effect. The Insurer will at all times consider a Claim based on the policy wording and Benefits applicable at the date of the occurrence of the Insured Event.

14.1.3 Subject to and without limitation of the Insurer's right to cancel this Pukwana ya Kganya Contract as set out in clause 16 of this Part I, upon the occurrence of a change in the Applicable Laws which impacts this Pukwana ya Kganya Contract, the Insurer shall be entitled to make such amendments to this Pukwana ya Kganya Contract as it deems necessary to ensure compliance with the change in the Applicable Laws.

14.1.4 The Insurer shall inform the Policyholder of any such change, and the effective date thereof.

14.1.5 If a provision of this Pukwana ya Kganya Contract conflicts with any provision of the applicable insurance laws as a result of a change in the Applicable Laws, the Insurer will at all times act in accordance with the provisions of the Applicable Laws notwithstanding any express provision of this Pukwana ya Kganya Contract to the contrary.

14.2 **Changes to information included in the MPP Form and Payment Receipt Booklet**

14.2.1 The Policyholder may amend any information included in the MPP Form and/or the Payment Receipt Booklet by –

14.2.1.1 completing the AMPP Form and submitting it to the Insurer's duly appointed administrator, Kganya Insurance Administrators, or through the Church Branches; and/or

14.2.1.2 calling the call centre of the Insurer's duly appointed administrator, Kganya Insurance Administrators.

15. **Consent to disclosure of personal information**

15.1 The Insurer is required by the Applicable Laws to process information (including personal information) of the Policyholder, Assured Lives and/or Beneficiaries in order to provide the cover and Benefits as set out in this Pukwana ya Kganya Contract ("**personal information**").

15.2 Without limitation to the provisions of clause 4 of this Part I, the Policyholder confirms that he/she expressly authorises the Kganya Benefits Fund Trust (and/or the administrator of the Kganya Benefits Fund Trust) to share the personal information disclosed to the Kganya Benefits Fund Trust (and/or the administrator of the Kganya Benefits Fund Trust) with the Insurer for the purposes of this Pukwana ya Kganya Contract.

15.3 The Insurer may be required to share and collect certain personal information to assist the Insurer with the provision of services, to assess risks and/or Premiums and/or consider Claims, or for any other proposal or change as may be required for the purposes of this Pukwana ya Kganya Contract.

15.4 The Insurer is limited by the applicable data protection legislation to only collect and process information that specifically relates to, and is relevant to this Pukwana ya Kganya Contract, and the Insurer is accountable for this information. The Insurer undertakes to keep such information confidential, secure and to maintain such information only for as long as it is needed and/or prescribed in terms of the Applicable Laws and will, at all times, comply with the applicable data protection



legislation, which includes without limitation, the Protection of Personal Information Act, 4 of 2013.

- 15.5 The Insurer shall process, analyse and store personal information for the purposes for which it was collected, to -
  - 15.5.1 conclude and administer this Pukwana ya Kganya Contract, which may include underwriting;
  - 15.5.2 allow for the collection of Premiums;
  - 15.5.3 assess and process Claims, and do mandatory checks;
  - 15.5.4 comply with all legal and regulatory requirements, including industry codes of conduct;
  - 15.5.5 protect and pursue the legitimate interests of the Insurer and any third parties;
  - 15.5.6 prevent loss or fraud;
  - 15.5.7 offer additional financial products or services as requested by the Kganya Benefits Fund Trust from time to time for and in the interest of its Members;
  - 15.5.8 share it with other business units and companies which are part of the Insurer's group for the sole purposes of administering the Pukwana ya Kganya Contract; and
  - 15.5.9 share it with external benefit providers who are not part of the Insurer's group in order to provide additional financial products or services as requested by the Kganya Benefits Fund Trust from time to time for and in the interest of its Members.
- 15.6 The Policyholder authorises the Insurer's staff, representatives, the Insurer's administrator, Kganya Insurance Administrators, contracted third-party service providers, applicable reinsurers and subcontractors to collect and process personal information from the Policyholder or any third party, including without limitation an Assured Life and Beneficiary.
- 15.7 This authorisation applies only for the above purposes.

## 16. Cancellation

- 16.1 The Insurer shall be entitled to cancel this Pukwana ya Kganya Contract by means of 31 (thirty-one) days' written notice to the Policyholder, or such longer period if specified by the Insurer, in the event that –
- 16.1.1 any fraud is committed in respect of the conclusion and/or maintaining of this Pukwana ya Kganya Contract or Claims submitted in terms of this Pukwana ya Kganya Contract, subject to the provisions of clause 13.1.3 of this Part I; and/or
- 16.1.2 any false and/or untrue representation was made to the Insurer (and/or to its administrator, Kganya Insurance Administrators) and/or if any relevant information was not disclosed to the Insurer (and/or to its administrator, Kganya Insurance Administrators) which materially affected the Insurer's ability to assess the risk under this Pukwana ya Kganya Contract at the date of conclusion or variation of this Pukwana ya Kganya Contract. The Insurer considers at least the following matters material to its ability to assess the risk under this Pukwana ya Kganya Contract, which list is not exhaustive and/or intended to limit the Insurer's ability to assess the risks under this Pukwana ya Kganya Contract:
- 16.1.2.1 if the age of Policyholder is misrepresented to be 18 (eighteen) years of age or above at the Inception Date, when it is not; and
- 16.1.2.2 whether or not the Policyholder meets the requirements for eligibility of Membership to the Kganya Benefits Fund Trust as specified in the Master Regulations; and/or
- 16.1.3 termination of this Pukwana ya Kganya Contract is required as a result of any change in the Applicable Laws which cannot be remedied through the amendment of this Pukwana ya Kganya Contract in accordance with the provisions of clause 14 of this Part I; and/or
- 16.1.4 if the Policyholder no longer qualifies as a Member of the Kganya Benefits Fund Trust; and/or

16.1.5 the Kganya Benefits Fund Trust and/or the Insurer terminates the Premium Payment Agreement and/or its relationship, for whatever reason.

## 17. Effect of cancellation

17.1 Cancellation of this Pukwana ya Kganya Contract shall not affect -

17.1.1 the Benefits payable where a Claim was approved by the Insurer prior to the date of cancellation of this Pukwana ya Kganya Contract; or

17.1.2 a Claim if the Insured Event occurred prior to the date of cancellation of this Pukwana ya Kganya Contract, provided that the Insurer receives notice of the occurrence of the Insured Event within 12 (twelve) Months from the date of the happening of the Insured Event.

17.2 No Benefit shall be payable where the Insured Event occurs after the cancellation of this Pukwana ya Kganya Contract.

17.3 In the event that the Premium Payment Agreement and/or the relationship between the Insurer and the Kganya Benefits Fund Trust is cancelled or terminated for any reason whatsoever, this Pukwana ya Kganya Contract will terminate and come to an end at the same time in accordance with clause 16.1.5 of this Part I, subject at all times to compliance with the Applicable Laws.

## 18. Cooling-off rights

18.1 The Policyholder is entitled to cancel this Pukwana ya Kganya Contract within a period of 31 (thirty one) days after the Inception Date, unless a Benefit has been claimed or paid, or an Insured Event has occurred ("**cooling off period**").

18.2 If the Policyholder elects to cancel this Pukwana ya Kganya Contract as contemplated in clause 18.1 of this Part I it shall be deemed that the Policyholder (in his/her capacity as a Member) similarly exercised his/her cooling-off rights in terms of his/her Membership to the Kganya Benefits Fund Trust, as provided for in the Master Regulations, whereby cover in terms of this Pukwana ya Kganya Contract and Membership to the Kganya Benefits Fund Trust will come to an end at the same time.

18.3 The Policyholder must submit such cancellation instruction to the Insurer or its duly appointed administrator, Kganya Insurance Administrators, provided that notice to the Kganya Benefits Fund Trust for cancellation of his/her Membership, shall be deemed to also be notice to the Insurer for purposes of clause 18.1 of this Part I.

18.4 Premiums paid after the Effective Date in respect of an Existing Member shall be refunded in full to the Kganya Benefits Fund Trust pursuant to a Policyholder exercising the cooling-off rights during the cooling-off period in accordance with the terms of the Premium Payment Agreement. The Membership Contribution will similarly be refunded to the Policyholder as Member, in terms of the Master Regulations.

## 19. **Complaints procedure**

19.1 In the event of a complaint, such a complaint must be dealt with in terms of the Insurer's complaint procedure applicable at the date of the lodging of the complaint.

19.2 A complaint may be lodged in the following manner:

19.2.1 By contacting –

19.2.1.1 the Insurer on telephone number (011) 359 3014 or via email at [gbcomplaints@sanlamsky.co.za](mailto:gbcomplaints@sanlamsky.co.za); or

19.2.1.2 the Insurer's duly appointed administrator, Kganya Insurance Administrators on telephone number 0800 000 538 or via email at [complaints@kganya.co.za](mailto:complaints@kganya.co.za).

19.2.2 The following information must be available:

19.2.2.1 Policy number as contained in the Membership Book referred to as the "**Control Number**";

19.2.2.2 Identity number of the Policyholder; and

19.2.2.3 Nature of enquiry and/or complaint.

- 19.2.3 Complaints which are not resolved to the Policyholder's satisfaction must first be referred to the Insurer's Legal & Compliance department.
- 19.2.4 Complaints which are still not resolved to the Policyholder's satisfaction may be referred to the Insurer's arbitrator.
- 19.2.5 Complaints which are still not resolved may be referred to the Ombudsman for Long-term Insurance, the FAIS Ombud or the Financial Sector Conduct Authority.

## 20. Unclaimed Benefits

- 20.1 An unclaimed Benefit is when the Insurer becomes aware that there is a Claim for a Benefit to be paid, but the Beneficiary cannot be found to pay the Claim.
- 20.2 In such case, the Insurer will start the process of tracing the Beneficiary.
- 20.3 If the process does not match the rightful owner with the Benefit, the Insurer shall repeat the tracing process within a 3 (three) year period and again within 10 (ten) years if the Benefit remains unclaimed.

## 21. General

- 21.1 Save as is expressly provided for in this Pukwana ya Kganya Contract, no provision of this Pukwana ya Kganya Contract constitutes a stipulation for the benefit of a third person (i.e. a *stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person.
- 21.2 A person shall not have a claim or right of action arising from any undertaking, representation or warranty not included in this Pukwana ya Kganya Contract.
- 21.3 The grant of any indulgence, extension of time or relaxation of any provision by the Insurer under this Pukwana ya Kganya Contract shall not constitute a waiver of any right by the Insurer or prevent or adversely affect the exercise by the Insurer of any existing or future right.
- 21.4 Other than as contemplated in clause 7.4.4 of Part IV, the rights and/or obligations under and to the Policies and/or any Benefits payable in terms of the Policies may not be ceded or assigned.

- 21.5 The Policies do not accumulate cash or a surrender value and may not be used to secure a loan.
- 21.6 This Pukwana ya Kganya Contract constitutes the whole agreement between the parties as to the subject matter hereof and no conditions, stipulations, agreements, representations or warranties of whatsoever nature between the parties regarding the subject matter hereof other than those set out in this Pukwana ya Kganya Contract are binding on the parties.

## PART II: FUNERAL POLICY

### 1. Introduction

- 1.1 The Pukwana ya Kganya Contract comprises Part I, this Part II, Part III, Part IV (in respect of Existing Members) and Part V.<sup>13</sup>
- 1.2 Part II constitutes a several and distinct Funeral Policy which is offered to all Members of the Kganya Benefits Fund Trust, who are Policyholders in terms of this Pukwana ya Kganya Contract.
- 1.3 All capitalised terms defined in Part I, bear the same meaning in this Part II.
- 1.4 All terms and conditions contained in Part I, and Part IV as they apply to Existing Members, are incorporated in this Part II, which collectively constitutes the Funeral Policy between the Policyholder and the Insurer.

### 2. Funeral Benefit

- 2.1 The Funeral Benefit payable in terms of this Funeral Policy is set out in **Annexe E.2**, as amended from time to time, as provided for in Part I of this Pukwana ya Kganya Contract, subject at all times to the maximum benefit amount prescribed in terms of the Applicable Laws in respect of an Assured Life.
- 2.2 Upon the happening of an Insured Event, the Funeral Benefit payable in terms of this Funeral Policy will be paid by the Insurer to -
- 2.2.1 the Policyholder, in the event of –
- 2.2.1.1 the death of a Dependent Child as an Assured Life; or
- 2.2.1.2 the happening of a Stillbirth, and/or
- 2.2.2 the nominated Beneficiary, in the event of the death of a Policyholder or a Paid-up Dependant.

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<sup>13</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

### 2.3 **Funeral Benefit in the event of Accidental Death**

2.3.1 Subject to the Forgiveness Rules as provided for in clause 9.3 of Part I and **Annexe E.5**, a Funeral Benefit in respect of an Assured Life will only be paid upon the happening of an Accidental Death if -

2.3.1.1 1 (one) Premium is recorded by the Insurer (or its duly appointed administrator, Kganya Insurance Administrators) –

2.3.1.1.1 with a Date of Payment in the Month preceding the Month in which the Date of Death occurred; or

2.3.1.1.2 with a Date of Payment in the Month of death, but before the Date of Death.

2.3.2 All Premiums recorded by the Insurer (or its duly appointed administrator, Kganya Insurance Administrators) shall be paid to the Insurer in accordance with the terms of the Premium Payment Agreement.

### 2.4 **Funeral Benefit in the event of death due to natural causes**

2.4.1 Subject to the Forgiveness Rules as provided for in clause 9.3 of Part I and **Annexe E.5**, a Funeral Benefit in respect of an Assured Life will only be paid upon the death of an Assured Life due to natural causes if -

2.4.1.1 the Insurer (or its duly appointed administrator, Kganya Insurance Administrators) recorded a Premium in respect of the Assured Life with Dates of Payment in each of the 3 (three) consecutive Months preceding the Month in which the Date of Death occurred; and

2.4.1.2 the Date of the Death is 91 (ninety-one) days after the Inception Date, being the Waiting Period, as provided for in clause 3 of this Part II.

2.4.2 All Premiums recorded by the Insurer (or its duly appointed administrator, Kganya Insurance Administrators) shall be paid to the Insurer in accordance with the terms of the Premium Payment Agreement.



### 3. **Waiting Periods**

- 3.1 A Waiting Period of 91 (ninety-one) days will apply to the Policyholder in terms of this Funeral Policy, calculated with effect from the Inception Date.
- 3.2 In terms of clause 11 of Part I, no Funeral Benefit will be paid in the event that the Insured Event occurs within the Waiting Period.
- 3.3 No Waiting Period will be applied in the following circumstances -
  - 3.3.1 where an Insured Event is caused as a result of an Accident;
  - 3.3.2 where the Policyholder confirms that -
    - 3.3.2.1 the Policyholder was covered in terms of another funeral policy that had lapsed or had been terminated or cancelled ("**the previous policy**") with another insurer, which previous policy was in force at least 31 (thirty one) days before the Inception Date; and
    - 3.3.2.2 the previous policy provided cover for similar risks covered in terms of this Funeral Policy; and
    - 3.3.2.3 the previous policy imposed a Waiting Period shorter than 91 (ninety-one days), which had been completed in full; or
    - 3.3.2.4 the previous policy imposed a Waiting Period of 91 (ninety-one) days or longer, of which 91 (ninety-one) days had been completed.
- 3.4 In the circumstances contemplated in clause 3.3.2.4, the Waiting Period will be reduced by the completed portion of a Waiting Period under a previous policy if -
  - 3.4.1 at least 91 (ninety-one) days of the Waiting Period under the previous policy had not been completed on the Inception Date; and
  - 3.4.2 the risks covered in the previous policy are similar to the risks covered under this Funeral Policy.
- 3.5 In order for the Insurer to reduce the Waiting Period and/or for the Waiting Period not to apply, the Policyholder must provide confirmation of the previous policy, in the form and manner as the Insurer may request.

3.6 To the extent that i) the Policyholder does not give such confirmation, or ii) the Insurer cannot verify the correctness of such confirmation, then a Waiting Period of 91 (ninety-one) days will be applied.

3.7 Confirmation for the previous policy is considered by the Insurer to be material to the assessment of the risk in terms of this Funeral Policy.

#### 4. Exclusions and Limitations<sup>14</sup>

4.1 The Insurer shall only pay 1 (one) claim for a Funeral Benefit on the death of an Assured Life regardless of the number of Claims made.

4.2 The Insurer shall not pay any Funeral Benefit if the Death of an unborn child was caused by, related to or in consequence of -

4.2.1 a miscarriage which does not constitute a Stillbirth; or

4.2.2 an abortion.

4.3 In terms of the Applicable Laws the aggregate maximum cover and Funeral Benefits that may be provided in respect of a Dependent Child below the age of 14 (fourteen) years of age, are as follows:

4.3.1 A Dependent Child below 6 (six ) years of age: R20 000

4.3.2 A Dependent Child over 6 (six ) years of age but below 14 (fourteen) years of age: R50 000,

which maximum amounts may be amended from time to time in terms of the Applicable Laws.

4.4 As such, insurance cover and the Funeral Benefit in terms of this Funeral Policy in respect of a Dependent Child may not, in aggregate for all funeral benefits provided under similar policies by the Insurer, exceed the statutory maximum amounts indicated in clause 4.3 of this Part II.

4.5 In the event that a Dependent Child is covered under more than one funeral policy with the result that the aggregate funeral benefit payments to be made by the

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<sup>14</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

Insurer in respect of a deceased Dependent Child exceeds the statutory maximum amounts indicated in clause 4.3 of this Part II, the Insurer will at all times only honour the Claim of the Policyholder responsible for the costs of the funeral of the deceased Dependent Child, which assessment will be made by the Insurer in its sole discretion.

4.6 The Policyholder shall at all times ensure that a Dependent Child is not covered under more than one Funeral Policy to ensure that a Claim for Funeral Benefits in terms of this Funeral Policy, may be paid. A failure to do so, may result in a Claim being rejected.

4.7 In the event that the Insurer becomes aware that a Dependent Child is covered under more than one Funeral Policy which will result in statutory maximum amounts indicated in clause 4.3 of this Part II being exceeded, the Insurer may, without limitation to its rights in terms of this Funeral Policy, cancel the cover of the Dependent Child to ensure that it remains compliant with the Applicable Laws.

## 5. **Nomination of Beneficiary**

5.1 Where a Funeral Benefit is payable to a Beneficiary (other than the Policyholder), the Policyholder must nominate a Beneficiary to receive the Funeral Benefit by completing such details in the MPP Form.

5.2 The Policyholder may change or withdraw the nomination of a Beneficiary at any time before payment of a Funeral Benefit, provided that such change or withdrawal is made in writing by completing an AMPP Form, or contacting the call centre as provided for in clause 14.2.1.2 of Part I.

5.3 The nomination of a Beneficiary will not confer any rights on the Beneficiary until such time as a Funeral Benefit becomes payable.

5.4 The nomination of a Beneficiary will automatically be cancelled in the event of the Beneficiary predeceasing the Policyholder and/or dying simultaneously with the Policyholder.

5.5 If the Policyholder i) fails to nominate a Beneficiary; or ii) the Beneficiary -

5.5.1 was not validly appointed;

- 5.5.2 is under the age of 18 (eighteen) years at the date of the happening of an Insured Event, or otherwise legally disqualified;
- 5.5.3 is deceased;
- 5.5.4 cannot be identified with reasonable certainty;
- 5.5.5 is indisposed or unreachable; or
- 5.5.6 is not considered to be a suitable person by the Policyholder's Church Branch or the Kganya Benefits Fund Trust,

the Funeral Benefit will be payable to the person as recommended by the Policyholder's Church Branch and/or the Kganya Benefits Fund Trust, and finally determined by the Insurer after considering all such information as the Insurer may determine to be necessary.

- 5.6 Upon the death of the Policyholder, the Beneficiary can no longer be changed.

## 6. **Cover and Benefits in respect of Paid-up Dependants**

- 6.1 Where a Claim for a Funeral Benefit had been accepted and paid by the Insurer in the event of the death of a Policyholder ("**the Deceased Policyholder**"), each Dependent Child of the Deceased Policyholder at the Date of Death, shall qualify as a Paid-up Dependant from the Date of Death of the Deceased Policyholder until the Dependent Child no longer qualifies as a Dependent Child.
- 6.2 All Paid-up Dependants will be entitled to cover in terms of this Funeral Policy without any further Premiums being paid in respect of such Paid-up Dependant(s).
- 6.3 Upon the death of a Paid-up Dependant, the Funeral Benefit as specified in **Annexe E.2**, as applicable at the date of death of the Paid-up Dependant, will be paid to the Beneficiary in respect of such Paid-up Dependant. The Beneficiary shall, in such instance, be the same person nominated as a Beneficiary by the Deceased Policyholder prior to the Date of Death.
- 6.4 A Paid-up Dependant with a mental and/or physical disability which –
  - 6.4.1 existed at the Date of Death of the Deceased Policyholder; or

6.4.2 occurred before the date the Dependent Child no longer qualifies as a Dependent Child,

shall continue to be a Paid-up Dependant even if he/she no longer qualifies as a Dependent Child, provided that such Paid-up Dependant would have been permanently dependent on the Deceased Policyholder had the Policyholder been alive.

6.5 Upon the death of the Policyholder, and for as long as the cover remains in force in respect of any Paid-up Dependant, the Beneficiary, who must i) be older than 18 (eighteen) years of age; and ii) meet the requirements as set out in clause 5.5 of this Part II, will be the Policyholder for purposes of the Funeral Policy insofar as it relates to the Paid-Up Dependant(s). However, the provisions of this clause 6.5 of this Part II, shall not entitle the Beneficiary with any rights to cover or a Funeral Benefit in respect of himself/herself and all rights and obligations will be limited insofar as these relate to the cover and the Funeral Benefit payable in respect of the Paid-up Dependant(s).

6.6 For the sake of clarity, it is recorded that cover and the Funeral Benefit for Paid-up Dependents are limited to the Funeral Policy and will not be applicable in respect of the Dread Disease and Personal Accident Policy.

## **7. Claim Documents for Funeral Benefit**

7.1 Without limitation to the provisions of clause 13 of Part I, the following Claim Documents must be submitted to the Insurer in respect of a claim for a Funeral Benefit:

7.1.1 FBCN Form signed by 3 (three) Committee Members and all such documents as set out in the FBCN Form. In the event that the Committee Members are unable or unwilling for whatsoever reason to sign the FBCN Form, the Beneficiary can approach the Insurer directly with such claim, or lodge a complaint as contemplated in clause 19 of Part I;

7.1.2 original or certified copy of the identity document or identity card (copied both sides) of the Policyholder;

- 7.1.3 original or certified copy of the identity document or identity card (copied both sides) of the Beneficiary where the Policyholder is deceased;
- 7.1.4 confirmation of Membership to the Kganya Benefits Fund Trust;
- 7.1.5 original and/or certified copy of the Payment Receipt Booklet to verify Receipts;
- 7.1.6 original or certified copy of the death certificate of the Assured Life;
- 7.1.7 confirmation of bank account into which the Funeral Benefit must be paid;
- 7.1.8 where the Assured Life is -
  - 7.1.8.1 a Dependent Child and/or Paid-up Dependant, the original or certified copy of the identity document, identity card (copied both sides) or birth certificate of the Dependent Child and/or Paid-up Dependant;
  - 7.1.8.2 a Dependent Child and/or Paid-up Dependant who is 25 (twenty-five) years or older, the original or certified copy of the identity document, identity card (copied both sides) or the birth certificate of the Dependent Child and/or Paid-up Dependant as well as proof of the mental and/or physical disability of such Dependent Child and/or Paid-up Dependant,
- 7.1.9 where the Assured Life has died by Accident, a copy of the police report confirming such Accidental Death; and
- 7.1.10 any other documents required by the Insurer from time to time including but not limited to –
  - 7.1.10.1 medical confirmation in the case of a Stillbirth;
  - 7.1.10.2 a marriage certificate, adoption certificate or other proof sufficient to show that a Dependent Child who is adopted or does not have the same surname as the Policyholder, is a Dependent Child and/or Paid-up Dependant.

7.2 The Insurer will notify the Beneficiary within 2 (two) Business Days after receipt of all the Claim Documents to the satisfaction of the Insurer whether it accepts (and authorises payment of the Funeral Benefit), repudiates or disputes the Claim.

**8. Cessation of cover in respect of Funeral Benefit**

8.1 Insurance cover in terms of this Funeral Policy for all Assured Lives shall cease in the event that -

8.1.1 this Pukwana ya Kganya Contract is cancelled; or

8.1.2 the Policyholder ceases to be a Member of the Kganya Benefits Fund Trust in accordance with the terms of the Master Regulations, read with the Basic Benefits Regulations; or

8.1.3 the last Assured Life covered in terms of the Funeral Policy dies; or

8.1.4 the Kganya Benefits Fund Trust fails to pay the Premiums in respect of the Assured Lives as a result of the Policyholder's failure, as a Member, to pay his/her Membership Contribution, subject at all times to the Forgiveness Rules.

## **PART III: DREAD DISEASE AND PERSONAL ACCIDENT POLICY**

### **1. Introduction**

- 1.1 This Pukwana ya Kganya Contract comprises Part I, Part II, this Part III, Part IV (in respect of Existing Members) and Part V.<sup>15</sup>
- 1.2 Part III constitutes a several and distinct Dread Disease and Personal Accident Policy which is offered to all Members of the Kganya Benefits Fund Trust who are Policyholders in terms of this Pukwana ya Kganya Contract.
- 1.3 All capitalised terms defined in Part I, bear the same meaning in this Part III.
- 1.4 All terms and conditions contained in Part I, and Part IV as they apply to Existing Members, are incorporated in this Part III, which collectively constitutes the Dread Disease and Personal Accident Policy between the Policyholder and the Insurer.

### **2. Dread Disease and Personal Accident Benefits**

- 2.1 The Dread Disease Benefits and Personal Accident Benefits are set out in **Annexe E.3** and **Annexe E.4**, respectively, as amended from time to time, as provided for in Part I of this Pukwana ya Kganya Contract.
- 2.2 The Dread Disease Benefits and the Personal Accident Benefits are dealt with separately below.

#### **Dread Disease Benefits**

### **3. Dread Disease Benefits**

- 3.1 Upon the happening of an Insured Event as specified in clause 6.1.37.2.2 of Part I, the Dread Disease Benefits payable in terms of this Dread Disease and Personal Accident Policy will be paid by the Insurer to the Policyholder, in respect of a Dread Disease contracted, experienced or suffered by a Policyholder, where the Date of Dread Disease is after the Inception Date.

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<sup>15</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.



- 3.2 The Insurer shall only pay 1 (one) Claim per Dread Disease Category regardless of the number of Claims made in respect of the same Dread Disease occurring and/or being diagnosed forming part of the same Dread Disease Category.
- 3.3 The Insurer may, in writing, notify the Policyholder that an examination is required by a Medical Practitioner selected by, and at the cost of the Insurer, to independently determine the cause and/or extent of the purported Dread Disease.
- 3.4 Subject to the Forgiveness Rules as provided for in in clause 9.3 of Part I and **Annexe E.5**, Dread Disease Benefits in respect of a Policyholder as Assured Life will only be paid upon the occurrence of a Dread Disease if:
- 3.4.1 the Insurer (or its duly appointed administrator, Kganya Insurance Administrators), recorded a Premium in respect of the Policyholder with Dates of Payment in each of the 3 (three) consecutive Months preceding the Month in which the Date of Dread Disease occurred; and
- 3.4.2 the Date of Dread Disease is 91 (ninety-one) days after the Inception Date, being the Waiting Period, as provided for in clause 4 of this Part III.
- 3.5 All Premiums recorded by the Insurer (or its duly appointed administrator, Kganya Insurance Administrators) shall be paid to the Insurer in accordance with the terms of the Premium Payment Agreement.
- 3.6 **Death of the Policyholder**
- 3.6.1 The Insurer shall not pay any Dread Disease Benefit if the Policyholder dies (whether as a result of the Insured Event or any cause whatsoever) prior to the date on which the claim for a Dread Disease Benefit is submitted.
- 3.6.2 In the event that the Insurer accepts a claim for Dread Disease Benefits and the Policyholder dies, the Insurer shall make payment of the Dread Disease Benefit to the Beneficiary (as contemplated in the Funeral Policy), in addition to any Claims payable in terms of the Funeral Policy.

#### 4. **Waiting Period**

- 4.1 A Waiting Period of 91 (ninety-one) days will apply to the Policyholder in terms of this Dread Disease and Personal Accident Policy in respect of the Dread Disease Benefits, calculated with effect from the Inception Date.
- 4.2 In terms of clause 11 of Part I, no Dread Disease Benefits will be paid in the event that the Insured Event occurs within the Waiting Period.

#### 5. **Exclusions and limitations**

The exclusions and limitations applied by the Insurer in respect of the Dread Disease Benefits in terms of this Dread Disease and Personal Accident Policy are indicated in **Annexe E.3**.

#### 6. **Claim Documents for Dread Disease Benefits**

- 6.1 Without limitation to the provisions of clause 13 of Part I, the following Claim Documents must be submitted to the Insurer in respect of a claim for Dread Disease Benefits:
  - 6.1.1 DDCN Form signed by 3 (three) Committee Members and all such documents as set out in the DDCN Form. In the event that the Committee Members are unable or unwilling for whatsoever reason to sign the DDCN Form, the Beneficiary can approach the Insurer directly with such claim, or lodge a complaint as contemplated in clause 19 of Part I;
  - 6.1.2 original or certified copy of the Medical Report;
  - 6.1.3 original or certified copy of the identity document or identity card (copied both sides) of the Policyholder;
  - 6.1.4 confirmation of Membership to the Kganya Benefits Fund Trust;
  - 6.1.5 original and/or certified copy of the Payment Receipt Booklet to verify the Receipts;
  - 6.1.6 confirmation of bank account into which the Dread Disease Benefits must be paid; and

6.1.7 any other documents required by the Insurer.

## **7. Cessation of cover for Dread Disease Benefits in terms of the Dread Disease and Personal Accident Policy**

7.1 Insurance cover ceases for Dread Disease Benefits in terms of the Dread Disease and Personal Accident Policy if -

7.1.1 this Pukwana ya Kganya Contract is cancelled; or

7.1.2 the Policyholder ceases to be a Member of the Kganya Benefits Fund Trust in accordance with the terms of the Master Regulations, read with the Basic Benefits Regulations; or

7.1.3 upon the death of the Policyholder, subject to clause 3.6 of this Part III; or

7.1.4 upon the payment of Dread Disease Benefits in all of the Dread Disease Categories; or

7.1.5 the Kganya Benefits Fund Trust fails to pay the Premiums in respect of the Policyholder as Assured Life as a result of the Policyholder's failure, as a Member, to pay his/her Membership Contribution, subject at all times to the Forgiveness Rules.

### **Personal Accident Benefits**

## **8. Personal Accident Benefits**

8.1 Upon the happening of an Insured Event as specified in clause 6.1.37.2.1 of Part I, the Personal Accident Benefits payable in terms of this Dread Disease and Personal Accident Policy will be paid by the Insurer to the Policyholder in respect of the Permanent Disability of an Assured Life, where the Date of Permanent Disability occurs after the Inception Date.

8.2 The Personal Accident Benefits are calculated, as follows:

8.2.1 the aggregate of the Base Amount per Permanent Disability incurred in an Accident (as specified in Table A of **Annexe E.4**);

8.2.2 multiplied by the designated Percentage of Base Amount per Assured Life (as specified in Table B of **Annexe E.4**),

subject at all times to the minimum Permanent Disability amount and the maximum Permanent Disability amount as specified in Table B of **Annexe E.4**, as may be amended from time to time.

8.3 The Insurer shall only pay 1 (one) Claim per Permanent Disability Category in respect of Permanent Disabilities incurred by an Assured Life pursuant to an Accident, regardless of the number of Claims made in respect of such Assured Life.

8.4 The Insurer may, in writing, notify the Policyholder that an examination is required by a Medical Practitioner selected by, and at the cost of the Insurer, to independently determine the cause and/or extent of the purported Permanent Disability.

8.5 Subject to the Forgiveness Rules set out in clause 9.3 of Part I and **Annexe E.5**, Personal Accident Benefits in respect of an Assured Life will only be paid in the event of the Permanent Disability of an Assured Life if:

8.5.1 1 (one) Premium is recorded by the Insurer (or its duly appointed administrator, Kganya Insurance Administrators) –

8.5.1.1 with a Date of Payment in the Month preceding the Month in which the Date of Permanent Disability occurred; or

8.5.1.2 with a Date of Payment in the Month in which the Date of Permanent Disability occurred but before the Date of Permanent Disability.

8.6 All Premiums recorded by the Insurer (or its duly appointed administrator, Kganya Insurance Administrators) shall be paid to the Insurer in accordance with the terms of the Premium Payment Agreement.

## 9. **Death of an Assured Life**

9.1 The Insurer shall not pay any Personal Accident Benefits if the Assured Life dies (whether as a result of the Insured Event or any cause whatsoever) prior to the date on which the claim for a Personal Accident Benefit is submitted.

- 9.2 In the event that the Insurer accepts a claim for Personal Accident Benefits in respect of a Dependent Child, and the Policyholder dies, the Insurer shall make payment of the Personal Accident Benefits to the Beneficiary (as contemplated in the Funeral Policy), in addition to any claims payable in terms of the Funeral Policy.
- 9.3 In the event that the Insurer accepts a claim for Personal Accident Benefits in respect of a Policyholder, and the Policyholder dies, the Insurer shall make payment of the Personal Accident Benefits to the Beneficiary (as contemplated in the Funeral Policy), in addition to any claims payable in terms of the Funeral Policy.
- 9.4 In the event that the Insurer accepts a claim for Personal Accident Benefits in respect of a Dependent Child, and the Dependent Child dies, the Insurer shall make payment of the Personal Accident Benefits to the Beneficiary (as contemplated in the Funeral Policy), in addition to any claims payable in terms of the Funeral Policy.

## 10. **Waiting Period**

No Waiting Period is applied by the Insurer in respect of the Personal Accident Benefits in terms of this Dread Disease and Personal Accident Policy.

## 11. **Exclusions and Limitations**

- 11.1 The Insurer shall not pay any Personal Accident Benefit if the Permanent Disability was caused by, related to or in consequence of -
- 11.1.1 wilful exposure to danger;
  - 11.1.2 any attempt to commit suicide;
  - 11.1.3 self-inflicted injury;
  - 11.1.4 war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power or participation in a riot or unprotected strike; or

11.1.5 nuclear weapons, ionising radiation or contamination by radio-activity from any nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission).

## 12. Claim documents for Personal Accident Benefits

12.1 Without limitation to the provisions of clause 13 of Part I, the following Claim Documents must be submitted to the Insurer in respect of a claim for Personal Accident Benefits:

12.1.1 PACN Form signed by 3 (three) Committee Members and all such documents as set out in the PACN Form. In the event that the Committee Members are unable or unwilling for whatsoever reason to sign the PACN Form, the Beneficiary can approach the Insurer directly with such claim, or lodge a complaint as contemplated in clause 19 of Part I ;

12.1.2 original or certified copy of the Medical Report;

12.1.3 original or certified copy of the identity document or identity card (copied both sides) of the Policyholder;

12.1.4 confirmation of Membership to the Kganya Benefits Fund Trust;

12.1.5 original and/or certified copy of the Payment Receipt Booklet to verify Receipts;

12.1.6 a copy of the police report confirming the Accident resulting in the Permanent Disability of the Assured Life;

12.1.7 confirmation of bank account into which the Personal Accident Benefits must be paid;

12.1.8 where the Assured Life is -

12.1.8.1 a Dependent Child, the original or certified copy of the identity document, identity card (copied both sides) or birth certificate of the Dependent Child;

12.1.8.2 a Dependent Child who is 25 (twenty-five) years or older, the original or certified copy of the identity document, identity card (copied both

sides) or the birth certificate of the Dependent Child as well as proof of the mental and/or physical disability of such Dependent Child, and

12.1.9 any other documents required by the Insurer from time to time including but not limited to a marriage certificate, adoption certificate or other proof sufficient to show that a Dependent Child who is adopted or does not have the same surname as the Policyholder, is a Dependent Child.

**13. Cessation of cover for Personal Accident Benefits in terms of the Dread Disease and Personal Accident Policy**

13.1 Insurance cover ceases for Personal Accident Benefits in terms of the Dread Disease and Personal Accident Policy if -

13.1.1 this Pukwana ya Kganya Contract is cancelled; or

13.1.2 the Policyholder ceases to be a Member of the Kganya Benefits Fund Trust in accordance with the terms of the Master Regulations, read with the Basic Benefits Regulations; or

13.1.3 upon the death of the Policyholder; or

13.1.4 the Kganya Benefits Fund Trust fails to pay the Premiums in respect of the Assured Lives as a result of the Policyholder's failure, as a Member to pay his/her Membership Contribution, subject at all times to the Forgiveness Rules.

## **PART IV: TERMS AND CONDITIONS APPLICABLE ONLY TO EXISTING MEMBERS**

### **1. Introduction**

- 1.1 This Pukwana ya Kganya Contract comprises Part I, Part II, Part III this Part IV and Part V.<sup>16</sup>
- 1.2 Part IV applies only in respect of Members who acquired Membership to the Kganya Benefits Fund Trust before the Effective Date, being the Existing Members.
- 1.3 This Part IV provides the additional terms and conditions applicable to all Existing Members who are Policyholders in terms of this Pukwana ya Kganya Contract, and must be read with Part I, Part II and Part III.
- 1.4 All capitalised terms defined in Part I, Part II and Part III bear the same meaning in this Part IV.
- 1.5 Since the Basic Needs Benefit Policy only commences after the Effective Date on the Basic Needs Benefit Policy Effective Date, the terms and conditions of this Part IV do not apply to the Basic Needs Benefit Policy, unless expressly stated in the Basic Needs Benefit Policy.<sup>17</sup>

### **2. Background**

- 2.1 All Members of the Kganya Benefits Fund Trust were, as part of the membership to the Kganya Benefits Fund Trust, previously covered as assured lives in terms of group policies between the Kganya Benefits Fund Trust and the Insurer for burial benefits, personal accident benefits and dread disease benefits ("**the Previous Group Policies**").
- 2.2 Due to a change in the insurance laws, the Kganya Benefits Fund Trust and the Insurer are required to terminate all Previous Group Policies and replace them with individual insurance policies with the Members as Policyholders. This also

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<sup>16</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

<sup>17</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.



resulted in the need for the Kganya Benefits Fund Trust to make certain changes to the Membership rights of its Members.

2.3 Accordingly, the Kganya Benefits Fund Trust procured access to this Pukwana ya Kganya Contract for all Members who satisfy the requirements for Membership to the Kganya Benefits Fund Trust, whereby the Existing Members, previously covered as assured lives under the Previous Group Policies, will become Policyholders in terms of this Pukwana ya Kganya Contract.

2.4 The amendments to rights of the Members as explained above, and set out in the trust deed of the Kganya Benefits Fund Trust, read with the Master Regulations and Basic Benefits Regulations, have been confirmed by an order of the High Court under case number 62972/2021 on 3 August 2022, and will become effective from the Effective Date.

2.5 With effect from the Effective Date, all Existing Members who were covered as assured lives in terms of the Previous Group Policies, will no longer be assured lives under the Previous Group Policies, but will become Policyholders in terms of this Pukwana ya Kganya Contract.

### **3. Continuation of rights**

3.1 It is recorded that:

3.1.1 all Membership Contributions paid by an Existing Member to the ZCC before the Effective Date, as recorded in the Existing Membership Book, will be taken into consideration for purposes of this Pukwana ya Kganya Contract;

3.1.2 all Membership Contributions missed by an Existing Member before the Effective Date, as recorded in the Existing Membership Book, will be taken into consideration as Missed Premiums for purposes of this Pukwana ya Kganya Contract;

3.1.3 this Pukwana ya Kganya Contract commences on the Effective Date. Notwithstanding the commencement of this Pukwana ya Kganya Contract, the date of inception of insurance cover in terms of the Policies is deemed to be the date of commencement of cover in respect of the Existing Member

as assured life under the Previous Group Policies, subject to the provisions of clause 6 of this Part IV;

- 3.1.4 any waiting periods completed and/or partially completed in respect of the Existing Member as assured life under the Previous Group Policies, will be taken into account to determine the Waiting Period or any remaining portion thereof to be applied for purposes of the Policies;
- 3.1.5 without limitation to clause 3.1.4 of this Part IV, it is recorded that the Previous Group Policies constitute a *previous policy* for purposes of clause 3 of Part II;
- 3.1.6 any Membership Books (including all records relating to the payment history of Membership Contributions evidenced by Receipts) issued by the Kganya Benefits Fund Trust to an Existing Member before the Effective Date, shall remain in force, subject to any amended terms and conditions as contained in any endorsements issued by the Kganya Benefits Fund Trust;
- 3.1.7 all MPP Forms and AMPP Forms completed before the Effective Date shall be accepted by the Insurer for purposes of the cover in terms of the Policies;
- 3.1.8 all claims for Benefits which arose under the Previous Group Policies shall –
  - 3.1.8.1 if submitted before the Effective Date, be dealt with in accordance with the terms of the Previous Group Policies; or
  - 3.1.8.2 if submitted after the Effective Date, be dealt with in accordance with the terms of this Pukwana ya Kganya Contract; and
- 3.1.9 all claims made under the Previous Group Policies shall be considered in terms of this Pukwana ya Kganya Contract to determine whether the limitations in terms of the number of claims, as provided for in terms of the Policies, have been reached, in which event a claim for Benefits shall be rejected.

#### 4. Use of information

In addition to the requirements of clause 4 of Part I, an Existing Member agrees that the information provided to the ZCC and/or the Kganya Benefits Fund Trust in terms of the

Previous Group Policies for Membership, may and shall be provided by the Kganya Benefits Fund Trust (or its administrator, Kganya Insurance Administrators) to the Insurer for purposes of this Pukwana ya Kganya Contract.

## 5. **Policy documents**

Notwithstanding the provisions of clause 5.1 of Part I, this Pukwana ya Kganya Contract and the Policy Schedule will be contained in the Membership Terms and Conditions Booklet to be issued to all Members on or before the Effective Date.

## 6. **Insurance cover for Existing Members**

6.1 With effect from the Effective Date and notwithstanding the provisions of clause 7 of Part I, insurance cover in respect of the Assured Lives in relation to Existing Members, commences on the date that insurance cover in respect of the Assured Lives in terms of the Previous Group Policies commenced provided that the Existing Member –

6.1.1 completed the MPP Form and purchased a Membership Book; and

6.1.2 paid a Membership Contribution at any time before the Effective Date.

## 7. **Minors who are Existing Members**

7.1 The previous terms and conditions of Membership to the Kganya Benefits Fund Trust permitted members of the ZCC who are 16 (sixteen) years and older, to apply for Membership to the Kganya Benefits Fund Trust.

7.2 With effect from the Effective Date, the entry age for Membership to the Kganya Benefits Fund Trust has been increased to 18 (eighteen) years of age.

7.3 This means that some Existing Members may be below the age of 18 (eighteen) years of age upon conclusion of this Pukwana ya Kganya Contract ("**Minor Existing Members**"), and therefore legally unable to conclude the Pukwana ya Kganya Contract.

7.4 For this reason, it is agreed that:

- 7.4.1 the Kganya Benefits Fund Trust will conclude the Pukwana ya Kganya Contract for each Minor Existing Member and will hold the Policies for the exclusive benefit of the Minor Existing Members;
- 7.4.2 the Kganya Benefits Fund Trust shall comply with all lawful, reasonable and permissible requests of the Minor Existing Members insofar as it relates to the rights and obligations in terms of this Pukwana ya Kganya Contract and shall communicate all such requests to the Insurer promptly and without delay;
- 7.4.3 the conclusion of the Pukwana ya Kganya Contract by the Kganya Benefits Fund Trust for the benefit of a Minor Existing Member shall not entitle the Kganya Benefits Fund Trust to any rights to cover or Benefits in respect of the Kganya Benefits Fund Trust or any of the trustees of the Kganya Benefits Fund Trust; and
- 7.4.4 upon a Minor Existing Member attaining the age of 18 (eighteen) years of age, the rights and obligations under this Pukwana ya Kganya Contract will automatically be ceded and delegated to the Minor Existing Member, whereby such Minor Existing Member will become the Policyholder in terms of this Pukwana ya Kganya Contract.

## **PART V: BASIC NEEDS BENEFIT POLICY<sup>18</sup>**

### **1. Introduction**

- 1.1 This Pukwana ya Kganya Contract comprises Part I, Part II, Part III, Part IV (in respect of Existing Members); and this Part V.
- 1.2 Part V constitutes a several and distinct Basic Needs Benefit Policy which is offered to all Members of the Kganya Benefits Fund Trust who are Policyholders in terms of this Pukwana ya Kganya Contract.
- 1.3 All capitalised terms defined in Part I, bear the same meaning in this Part V.
- 1.4 All terms and conditions contained in Part I are incorporated in this Part V, which collectively constitutes the Basic Needs Benefit Policy between the Policyholder and the Insurer.

### **2. Basic Needs Benefit**

- 2.1 The Basic Needs Benefit payable in terms of this Basic Needs Benefit Policy is set out in **Annexe E.6**, as amended from time to time, as provided for in Part I of this Pukwana ya Kganya Contract, and comprises –
- 2.1.1 a core Basic Needs Benefit as set out in Table 1 of **Annexe E.6**; and
- 2.1.2 a loyalty Basic Needs Benefit as set out in Table 2 of **Annexe E.6**, which may become payable in addition to the core Basic Needs Benefit as provided for in clause 2.6 of this Part V.
- 2.2 The Basic Needs Benefit is payable in the form of Monthly Vouchers payable for a period of 6 (six) consecutive Months, which can be used at selected retailers as set out in the **Annexe E.6**, as amended from time to time, to care for the basic needs of the Beneficiary upon the happening of an Insured Event in respect of the Policyholder.
- 2.3 The Monthly Vouchers may not be redeemed for cash and may only be used as payment for goods purchased at the retailers listed in **Annexe E.6**.

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<sup>18</sup> Part V inserted with effect from 1 April 2023.

2.4 Upon the happening of an Insured Event, the Basic Needs Benefit payable in terms of this Basic Needs Benefit Policy in the form of Monthly Vouchers will be paid by the Insurer to -

2.4.1 the Policyholder, in the event of –

2.4.1.1 the Permanent Disability of the Policyholder; or

2.4.1.2 the contraction, experience or suffering of a Dread Disease by the Policyholder, and/or

2.4.2 the nominated Beneficiary, in the event of the death of a Policyholder,

subject to the provisions of clause 6 of this Part V.

## 2.5 **Core Basic Needs Benefit**

2.5.1 A Claim for the core Basic Needs Benefit will be paid upon the happening of an Insured Event, in the event that -

2.5.1.1 a claim for a Funeral Benefit is approved in terms of the Funeral Policy in the event of the death of the Policyholder, subject to all the terms and conditions of the Funeral Policy as it applies to the Policyholder as Assured Life (including without limitation, the Waiting Periods, exclusions and limitations as set out in the Funeral Policy); and/or

2.5.1.2 a claim for a Personal Accident Benefit to the value of R27 000 (or such higher value if amended from time to time), being the highest Claim value under the Dread Disease and Personal Accident Policy, is approved in terms of the Dread Disease and Personal Accident Policy in the event of the Permanent Disability of the Policyholder, subject to all the terms and conditions of the Dread Disease and Personal Accident Policy as it applies to the Policyholder as Assured Life (including without limitation, the Waiting Periods, exclusions and limitations as set out in the Dread Disease and Personal Accident Policy); and/or

2.5.1.3 a claim for a Dread Disease Benefit is approved in terms of the Dread Disease and Personal Accident Policy in the event of the Policyholder

contracting, suffering or experiencing a Dread Disease, subject to all the terms and conditions of the Dread Disease and Personal Accident Policy as it applies to the Policyholder as Assured Life (including without limitation, the Waiting Periods, exclusions and limitations as set out in the Dread Disease and Personal Accident Policy).

## 2.6 **Loyalty Basic Needs Benefit**

2.6.1 In the event that a claim for the core Basic Needs Benefit becomes payable, an additional loyalty Basic Needs Benefit may also become payable as set out in Table 2 of **Annexe E.6**, by considering the consistency of the Premium payment history of the Policyholder under the Funeral Policy and Dread Disease and Personal Accident Policy (with reference to his/her payment of Membership Contributions as contained in the Payment Receipt Booklet).

2.6.2 Upon submission of a Claim, the number of consecutive Premium payments in respect of the Policyholder under the Funeral Policy and Dread Disease and Personal Accident Policy (with reference to his/her payment of Membership Contributions as contained in the Payment Receipt Booklet) is calculated backwards from and including the Month prior to the Month in which the Insured Event occurred to determine whether an additional loyalty Basic Needs Benefit will become payable.

2.6.3 In the event that the Policyholder meets the required number of Premium payments under the Funeral Policy and Dread Disease and Personal Accident Policy (with reference to his/her payment of Membership Contributions as contained in the Payment Receipt Booklet) as set out in Table 2 of **Annexe E.6**, the additional loyalty Basic Needs Benefit will become payable as provided for in clause 2.2 of this Part V.

## 3. **Inception Date**

### 3.1 **Basic Needs Existing Members**

3.1.1 The cover in terms of the Basic Needs Benefit Policy in respect of Basic Needs Existing Members will incept on 1 April 2023 (being the Inception Date). On this date it is deemed that the Policyholder accepts the offer for insurance cover and Basic Needs Benefit in terms of this Basic Needs

Benefit Policy. The Insurer waives the requirement to receive notification of acceptance of the offer.

3.1.2 It is recorded that:

3.1.2.1 all Membership Contributions paid by a Basic Needs Existing Member before the Basic Needs Benefit Policy Effective Date, as recorded in the Existing Membership Book, will be taken into consideration for purposes of this Basic Needs Benefit Policy;

3.1.2.2 all Membership Contributions missed by a Basic Needs Existing Member before the Basic Needs Benefit Policy Effective Date, as recorded in the Existing Membership Book, will be taken into consideration as Missed Premiums under the Funeral Policy and Dread Disease and Personal Accident Policy (with reference to his/her payment of Membership Contributions as contained in the Payment Receipt Booklet) for purposes of this Basic Needs Benefit Policy;

3.1.2.3 any Membership Books (including all records relating to the payment history of Membership Contributions evidenced by Receipts) issued by the Kganya Benefits Fund Trust to a Basic Needs Existing Member before the Basic Needs Benefit Policy Effective Date, shall remain in force, subject to any amended terms and conditions as contained in any endorsements issued by the Kganya Benefits Fund Trust; and

3.1.2.4 all MPP Forms and AMPP Forms completed before the Basic Needs Benefit Policy Effective Date shall be accepted by the Insurer for purposes of the cover in terms of the Basic Needs Benefit Policy.

3.2 **New Members**

For all Members who become Policyholders in terms of the Basic Needs Benefit Policy after the Basic Needs Benefit Policy Effective Date, the Inception Date will be determined as set out in clause 7.2 of Part I.

4. **Waiting Periods**

4.1 No Waiting Period is applied by the Insurer in respect of the Basic Needs Benefit in terms of this Basic Needs Benefit Policy.



4.2 However, for the avoidance of doubt it is recorded that a claim for Basic Needs Benefit will only be approved in the event that i) a claim for a Funeral Benefit is approved in terms of the Funeral Policy; and/or ii) a claim for a Personal Accident Benefit to the value of R27 000 (or such higher value if amended from time to time), being the highest Claim value under the Dread Disease and Personal Accident Policy, is approved in terms of the Dread Disease and Personal Accident Policy; and/or iii) a claim for a Dread Disease Benefit is approved in terms of the Dread Disease and Personal Accident Policy.

4.3 The Waiting Periods as set out in the Funeral Policy and the Dread Disease and Personal Accident Policy may therefore impact the payment of a Basic Needs Benefit in terms of this Basic Needs Benefit Policy and/or whether a claim is approved in terms of this Basic Needs Benefit Policy.

## 5. **Exclusions and Limitations**

5.1 No exclusions are applied by the Insurer in respect of the Basic Needs Benefit in terms of this Basic Needs Benefit Policy.

5.2 However, for the avoidance of doubt it is recorded that a claim for Basic Needs Benefit will only be approved in the event that i) a claim for Funeral Benefits is approved in terms of the Funeral Policy; and/or ii) a claim for a Personal Accident Benefit to the value of R27 000 (or such higher value if amended from time to time), being the highest Claim value under the Dread Disease and Personal Accident Policy, is approved in terms of the Dread Disease and Personal Accident Policy; and/or iii) a claim for a Dread Disease Benefit is approved in terms of the Dread Disease and Personal Accident Policy.

5.3 The exclusions as set out in the Funeral Policy and the Dread Disease and Personal Accident Policy may therefore impact the payment of a Basic Needs Benefit in terms of this Basic Needs Benefit Policy and/or whether a claim is approved in terms of this Basic Needs Benefit Policy.

5.4 Furthermore, the following conditions are applicable in respect of the Vouchers:

5.4.1 **Shoprite Checkers Voucher terms and conditions**

5.4.1.1 Vouchers may be redeemed at any Shoprite, Checkers, Checkers Hyper or Usave stores located nationwide.

5.4.1.2 Vouchers are not redeemable for cash but may be transferred to another person if so elected by the Policyholder.

5.4.1.3 Vouchers can only be redeemed in one transaction and the transaction total must be equal to or greater than the Value of the voucher. Any remaining balance on a Voucher following use will be forfeited, provided that if only a portion of the value of the Voucher is used, the full value of the Voucher may be loaded to a gift card, which allows for unused balances to be carried over.

5.4.1.4 Lost or stolen Vouchers will not be replaced or refunded.

5.4.1.5 Vouchers are valid for a period of 3 (three) years from date of issue, unless otherwise specified.

5.4.2 **Pick n Pay Voucher terms and conditions**

5.4.2.1 Vouchers may be redeemed at any Pick n Pay store located nationwide.

5.4.2.2 Vouchers are not redeemable for cash but may be transferred to another person if so elected by the Policyholder.

5.4.2.3 Lost or stolen Vouchers will not be replaced or refunded.

5.4.2.4 Vouchers are valid for a period of 3 (three) years from date of issue, unless otherwise specified.

6. **Nomination of Beneficiary**

6.1 The Beneficiary nominated by the Policyholder in terms of the MPP Form or the AMPP Form, will receive payment of the Basic Needs Benefit in the event of the death of the Policyholder ("**Primary Beneficiary**").

- 6.2 The Policyholder authorises the Primary Beneficiary, upon acceptance of the Basic Need Benefit and the right of nomination contained in this clause 6.2 of this Part V, to nominate a further beneficiary ("**Secondary Beneficiary**") in the event that the Primary Beneficiary dies before payment of all 6 (six) Monthly Vouchers.
- 6.3 In the event that the Basic Need Benefit is paid to the Policyholder as contemplated in clause 2.4.1 of this Part V, and the Policyholder dies before payment of all 6 (six) Monthly Vouchers, the provisions of clause 6.1 and clause 6.2 of this Part V will become applicable insofar as it relates to the payment to the Primary Beneficiary and Secondary Beneficiary.
- 6.4 The provisions of clause 5 of the Funeral Policy in Part II will apply with the necessary changes to this Basic Needs Benefit Policy.

## 7. Claim Documents for Basic Needs Benefit

- 7.1 Without limitation to the provisions of clause 13 of Part I, the following Claim Documents must be submitted to the Insurer in respect of a claim for a Basic Needs Benefit:
- 7.1.1 BNBCN Form;
- 7.1.2 the same Claims Documents as prescribed in terms of –
- 7.1.2.1 clause 7 of the Funeral Policy must be submitted to the Insurer in the event of a claim for Basic Needs Benefit in the event of the death of the Policyholder; and/or
- 7.1.2.2 clause 6 of the Dread Disease and Personal Accident Policy, must be submitted to the Insurer in the event of a claim for Basic Needs Benefit upon the Policyholder contracting, suffering or experiencing a Dread Disease; and/or
- 7.1.2.3 clause 12 of the Dread Disease and Personal Accident Policy, must be submitted to the Insurer in the event of a claim for Basic Needs Benefit upon the Policyholder becoming Permanently Disabled.
- 7.1.3 For the sake of expediency, Claim Documents need not be submitted in duplicate, and the Policyholder consents to the Claims Documents

submitted in terms of the Funeral Policy and/or the Dread Disease and Personal Accident Policy to be used for purposes of this Basic Needs Benefit Policy.

8. **Issue of Vouchers**

8.1 Upon approval of a Claim for Basic Needs Benefit, a Voucher will be issued to the Beneficiary (including the Primary Beneficiary or the Secondary Beneficiary as provided for in clause 6 of this Part V), which Voucher will be activated with effect from the 25<sup>th</sup> of the Month immediately following the Month of approval of the Claim ("**Voucher Start Date**").

8.2 Where the 25<sup>th</sup> of the Month falls on a Saturday or Sunday, the Voucher Start Date will be the 23<sup>rd</sup> or 24<sup>th</sup> of the Month.

9. **Cessation of cover for Basic Needs Benefit in terms of the Basic Needs Benefit Policy**

9.1 Insurance cover ceases for a Basic Needs Benefit in terms of the Basic Needs Benefit Policy if -

9.1.1 this Pukwana ya Kganya Contract is cancelled; or

9.1.2 the Policyholder ceases to be a Member of the Kganya Benefits Fund Trust in accordance with the terms of the Master Regulations, read with the Basic Benefits Regulations; or

9.1.3 upon the death of the Policyholder; or

9.1.4 the Kganya Benefits Fund Trust fails to pay the Premiums in respect of the Policyholder as Assured Life as a result of the Policyholder's failure, as a Member, to pay his/her Membership Contribution, subject at all times to the Forgiveness Rules.

## Premiums payable

<b>Policy</b>	<b>Premium amount</b>	<b>Date effective</b>
Funeral Policy	R72.68	1 January 2023
Dread Disease and Personal Accident Policy	R2.07	1 January 2023
<u>Basic Needs Benefit Policy</u> <sup>19</sup>	<u>R6.90</u>	<u>1 April 2023</u>

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<sup>19</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

### Funeral Benefit

The following Funeral Benefit is payable in the event of death of an Assured Life, as specified below, in terms of the Funeral Policy:

<b>Assured Life</b>	<b>Funeral Benefit</b>
Policyholder	R27 000
Dependent Child and Paid-up Dependant: Between 14 and 24 years (inclusive)	R27 000
Dependent Child and Paid-up Dependant: Between 6 and 13 years (inclusive)	R13 000
Dependent Child and Paid-up Dependant: Between 1 and 5 years (inclusive)	R9 500
Dependent Child and Paid-up Dependant: Between date of birth and 1 years (inclusive)	R5 200
Stillbirth	R3 500

### Dread Disease Benefits

1. The following Dread Disease Benefits are payable in respect of the Policyholder as Assured Life in terms of the Dread Disease and Personal Accident Policy:

Assured Life	Dread Disease Benefit
Policyholder	R27 000

2. The following Dread Diseases will be covered in terms of the Dread Disease Benefit in respect of the Dread Disease Categories listed in items 1 to 9 below:

DREAD DISEASE CATEGORIES		EXCLUSION
<b>1. Heart Attack</b>		
<b>Dread Disease description</b>	<p>The death of a portion of the heart muscle which results from inadequate blood supply to the relevant area. The diagnosis will be based on:</p> <ul style="list-style-type: none"> <li>• a history of typical chest pain;</li> <li>• new characteristic electrocardiogram changes; and</li> <li>• elevation of infarction specific enzymes, Troponins or other biochemical markers.</li> </ul> <p>All three factors are required and confirmation in the affirmative is required on the provided Medical Report.</p>	<p>The following are excluded:</p> <ul style="list-style-type: none"> <li>• Non-ST-segment (NSTEMI);</li> </ul> <p>A STEMI or ST-elevation myocardial infarction is caused by a sudden complete (100%) blockage of a heart artery (coronary artery). A non-STEM is usually caused by a severely narrowed artery but the artery is usually not completely blocked. The diagnosis is initially made by an electrocardiogram (ECG or EKG).</p> <ul style="list-style-type: none"> <li>• Elevation of Troponin I or T;</li> </ul> <p>Elevation of T or I is indicative of cardiac damage, but this can occur as a result of causes other than heart attack e.g. myocarditis, coronary artery spasm, severe cardiac failure, cardiac trauma from surgery etc.</p> <ul style="list-style-type: none"> <li>• Other acute Coronary Syndromes (e.g. stable/unstable Angina pectoris); and</li> </ul>

DREAD DISEASE CATEGORIES		EXCLUSION
		<p>Angina, also known as angina pectoris, is chest pain or pressure, usually due to not enough blood flow to the heart muscle. Worsening angina attacks, sudden-onset angina at rest, and angina lasting more than 15 (fifteen) minutes are symptoms of unstable angina (usually grouped with similar conditions as the acute coronary syndrome). As these may precede a heart attack, they require urgent medical attention and are, in general, treated in similar fashion to myocardial infarction.</p> <ul style="list-style-type: none"> <li>• Silent myocardial infarction.</li> </ul> <p>"Silent" myocardial infarctions can happen without any symptoms at all. These cases can be discovered later on electrocardiograms, using blood enzyme tests or at autopsy after a person has died.</p> <p>No benefit is payable if a claim for Coronary Artery (bypass) Surgery or a Heart Transplant has been previously admitted in respect of the Policyholder.</p>
<b>2. Stroke</b>		
<b>Dread Disease description</b>	<p>Where a cerebrovascular accident or incident occurs, producing permanent neurological sequelae lasting more than 48 (forty-eight) hours as a result of infarction of brain tissue, haemorrhage and embolisation from an extracranial source, excluding traumatic injury. Evidence of neurological deficit for at least 3 (three) months has to be produced.</p> <p>Neurological sequelae are medical conditions associated with damaged neurons</p>	<p>The following are excluded:</p> <ul style="list-style-type: none"> <li>• Transient ischemic attacks (TIA);</li> </ul> <p>A ischemic attack (TIA) is a brief episode of neurological dysfunction caused by loss of blood flow (ischemia) in the brain, spinal cord or retina, without tissue death (infarction).</p> <ul style="list-style-type: none"> <li>• Neurological symptoms due to migraine; and</li> <li>• Lacunar strokes without neurological deficit.</li> </ul>



DREAD DISEASE CATEGORIES		EXCLUSION
	resulting from a previous disease, injury or other trauma.	
<b>3. Cancer</b>		
<b>Dread Disease description</b>	<p>Where any malignant tumour occurs characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes lymphoma and sarcoma.</p> <p>A tumour may be benign or malignant. A malignant tumour is cancer and can invade neighbouring tissue and organs through blood or lymph system.</p>	<p>The following are excluded:</p> <ul style="list-style-type: none"> <li>• All tumours which are histologically classified as premalignant, as non-invasive or as cancer in situ including any GIN stage (cervical intraepithelial neoplasia);</li> <li>• Non-malignant conditions that can become malignant, including essential thrombocythemia and polycythaemia rubra vera;</li> <li>• All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2nOMO;</li> <li>• All cancers arising in the skin other than malignant melanoma histologically classified as having progressed to at least Clark's Level II;</li> <li>• Lymphoma limited to 1 (one) region of lymph nodes; and</li> <li>• Any cancer diagnosed and treated by primary biopsy only and does not require any additional surgical, medical, radiotherapy or other modalities, shall not qualify as "cancer".</li> </ul>

DREAD DISEASE CATEGORIES		EXCLUSION
<b>4. Coronary Artery (bypass) Surgery</b>		
<b>Dread Disease description</b>	The actual undergoing of heart surgery to correct narrowing or blockage of two or more coronary arteries with bypass grafts. The surgery must have been proven to be necessary by means of coronary angiography and the realisation of the surgery has to be confirmed by a Medical Practitioner.	<p>The following are excluded:</p> <ul style="list-style-type: none"> <li>• Angioplasty;</li> </ul> <p>Angioplasty is a minimally invasive endovascular procedure to widen narrowed or obstructed arteries or veins, typically to treat arterial atherosclerosis.</p> <ul style="list-style-type: none"> <li>• Any other intra-arterial procedures;</li> <li>• Key-hole surgery;</li> </ul> <p>No benefit is payable if a claim for a heart attack or heart transplant has been previously admitted in respect of the Policyholder.</p>
<b>5. Total Kidney Failure</b>		
<b>Dread Disease description</b>	The end stage renal function presenting as chronic irreversible failure of both kidneys to function as a result of which regular peritoneal dialysis or haemodialysis is instituted.	No benefit is payable if a claim for a Kidney Transplant or Kidney Cancer has been previously admitted in respect of the Policyholder.
<b>6. Major Organ Transplant</b>		
<b>Dread Disease description</b>	The actual undergoing as a recipient of a transplant of any one or more of a donor heart, liver, pancreas, bone marrow, kidney or lungs. Realisation of the transplantation has to be confirmed by a Medical Practitioner.	<p>No benefit is payable for a Heart Transplant if a claim for Coronary Artery (bypass) Surgery or a Heart Attack has been previously admitted in respect of the Policyholder.</p> <p>No benefit is payable for a Kidney Transplant if a claim for Total Kidney Failure has been previously admitted in respect of the Policyholder.</p> <p>No benefit is payable for any organ requiring transplant and for which organ a claim for Cancer has been previously admitted in respect of the Policyholder.</p>

DREAD DISEASE CATEGORIES		EXCLUSION
<b>7. Blindness</b>		
<b>Dread Disease description</b>	The total, permanent and irreversible loss of sight in both eyes as a result of sickness or disease. Vision measured at 3/60 or worse in the better eye using a Snellen eye chart.	No further exclusions apply.
<b>8. Coma</b>		
<b>Dread Disease description</b>	A state of unconsciousness as a result of sickness with no reaction to external stimuli or internal needs persisting continuously for a period of at least 96 (ninety six) hours with the use of life support systems, resulting in permanent neurological deficit.	The following are excluded: <ul style="list-style-type: none"> <li>• A coma secondary to alcohol or drug misuse is not covered.</li> </ul>
<b>9. Multiple sclerosis</b>		
<b>Dread Disease description</b>	<p>The unequivocal diagnosis thereof by a Medical Practitioner (preferably by a neurologist). The disease has to be evidenced by typical clinical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings.</p> <p>Multiple sclerosis (MS) is a demyelinating disease in which the insulating covers of nerve cells in the brain and spinal cord are damaged. This damage disrupts the ability of parts of the nervous system to communicate, resulting in a range of signs and symptoms, including physical, mental and sometimes psychiatric problems.</p> <p>For proving the diagnosis, the member must:</p> <ul style="list-style-type: none"> <li>• either exhibit neurological abnormalities that have</li> </ul>	

DREAD DISEASE CATEGORIES		EXCLUSION
	<p>existed for a continuous period of at least 6 (six) months; or</p> <ul style="list-style-type: none"> <li>• have had at least two clinically documented episodes at least 1 (one) month apart; or</li> <li>• have had at least 1 (one) clinically documented episode together with characteristic findings in the cerebrospinal fluid as well as specific cerebral MRI lesions.</li> </ul>	

### Personal Accident Benefits

1. The following Personal Accident Benefits are payable in terms of the Dread Disease and Personal Accident Policy in respect of the Assured Lives:

**Table A: Permanent Disability and Base Amount**

<b>Permanent Disability / Permanent Disability Category</b>	<b>Base Amount</b>
Permanent and total quadriplegia	R27 000
Permanent and total paraplegia or total loss of two or more limbs at or above the wrist or ankle	R27 000
Permanent and total loss of speech	R27 000
Permanent and total loss of hearing in both ears	R27 000
Permanent and total loss of hearing in one ear	R13 500
Partial loss of hearing in one ear (a loss of at least 50%)	R6 750
Permanent and total loss of sight in both eyes	R27 000
Permanent and total loss of sight in one eye	R13 500
Partial loss of sight in one eye (a loss of at least 50%)	R6 750
Loss or loss of use of limb at or above the wrist or ankle	R27 000
Complete loss of four fingers on a hand (loss of at least two phalanges)	R18 900
Complete loss of three fingers on a hand (loss of at least two phalanges)	R10 800
Complete loss of two fingers on a hand (loss of at least two phalanges)	R6 750
Complete loss of thumb (loss of both phalanges) or loss of use of thumb	R8 100
Partial loss of thumb (at least one phalange)	R4 050
Complete loss of four toes on foot (loss of two phalanges on each toe)	R8 100
Complete loss of a toe on any foot (at least one phalynx) (for each toe)	R1 350

**Table B: Minimum Amount Payable, Maximum Amount Payable and percentage of Base Amount payable**

<b>Assured Life</b>	<b>Percentage of Base Amount</b>	<b>Minimum Permanent Disability amount</b>	<b>Maximum Permanent Disability amount</b>
Policyholder	100%	R1 350	R27 000
Dependent Child: 14 years and older	100%	R1 350	R27 000
Dependent Child: Between 6 and 13 years (inclusive)	48.15%	R650	R13 000
Dependent Child: Between 1 and 5 years (inclusive)	35.19%	R475	R9 500
Dependent Child: Between date of birth and less than 1 year (inclusive)	19.26%	R260	R5 200

### Forgiveness Rules

1. The Forgiveness Rules are informed by the principles of *“Treat Your Customer Fairly”* and was formulated to grant a Policyholder a concession when a Claim for a Funeral Benefit, Personal Accident Benefit, Dread Disease Benefit or the core Basic Needs Benefit is submitted to the Insurer. The Forgiveness Rules do not apply to the loyalty Basic Needs Benefit.<sup>20</sup>
2. The Forgiveness Rule provides for leniency by considering the consistency of the Premium payment history of the Policyholder (with reference to his/her payment of Membership Contributions as contained in the Payment Receipt Booklet), where the Claim would ordinarily be declined upon the application of the provisions of clause 8.2 of Part I.
3. Upon submission of the Claim, in considering the application of the Forgiveness Rules, the Pukwana ya Kganya Contract must have been in force for one or more completed 12 (twelve) Month cycles ("**Periods**"). The number of Periods is calculated backwards from and including the Month prior to the Month in which the Insured Event occurred, to and including the Month of the Inception Date.
4. The Insurer shall consider whether the Policyholder has the required number of Premiums paid as specified below for each of the Periods, calculated in the manner set out in clause 3 above. The Policyholder shall thereby be allowed such number of Missed Premiums as specified below, without affecting the payment of Benefits even where a Premium may have been missed.

<b>Periods</b>	<b>Cumulative number of Premiums required</b>	<b>Missed Premiums</b>
1	11	1
2	22	2
3	33	3
4	44	4
5	55	5

<sup>20</sup> Underlined amendments, insertions and strike-through amended with effect from 1 April 2023.

6+	66	6
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**Basic Needs Benefit<sup>21</sup>**

The following Basic Needs Benefit is payable upon the occurrence of the Insured Event, as specified below, in terms of the Basic Needs Benefit Policy:

**1. Core Basic Needs Benefit (Table 1)**

<b><u>Claim stageMonth</u></b>	<b><u>Core Basic Need Benefit – Voucher value*</u></b>
<u>Month 1</u>	<u>R330</u>
<u>Month 2</u>	<u>R330</u>
<u>Month 3</u>	<u>R330</u>
<u>Month 4</u>	<u>R330</u>
<u>Month 5</u>	<u>R330</u>
<u>Month 6</u>	<u>R330</u>

\* The core Basic Needs Benefit of R330 will be paid simultaneously by way of three Vouchers of R110 each.

**2. Loyalty Basic Needs Benefit (Table 2)**

<b><u>Claim stageMonth</u></b>	<b><u>Core Basic Need Benefit (Voucher value)*</u></b>	<b><u>Loyalty Basic Need Benefit payable in the event of 12 consecutive Premium payments# (Voucher value)**</u></b>	<b><u>Loyalty Basic Need Benefit payable in the event of 24 consecutive Premium payments** (Voucher value)**</u></b>	<b><u>Loyalty Basic Need Benefit payable in the event of 36 consecutive Premium payments# (Voucher value)**</u></b>	<b><u>Loyalty Basic Need Benefit payable in the event of 48 consecutive Premium payments# (Voucher value)**</u></b>	<b><u>Loyalty Basic Need Benefit payable in the event of 60 consecutive Premium payments# (Voucher value)**</u></b>
<u>Month 1</u>	<u>R330</u>	<u>R110</u>	<u>R220</u>	<u>R330</u>	<u>R440</u>	<u>R550</u>
<u>Month 2</u>	<u>R330</u>	<u>R110</u>	<u>R220</u>	<u>R330</u>	<u>R440</u>	<u>R550</u>
<u>Month 3</u>	<u>R330</u>	<u>R110</u>	<u>R220</u>	<u>R330</u>	<u>R440</u>	<u>R550</u>
<u>Month 4</u>	<u>R330</u>	<u>R110</u>	<u>R220</u>	<u>R330</u>	<u>R440</u>	<u>R550</u>

<sup>21</sup> Annexe E.6 inserted with effect from 1 April 2023

<u>Month 5</u>	<u>R330</u>	<u>R110</u>	<u>R220</u>	<u>R330</u>	<u>R440</u>	<u>R550</u>
<u>Month 6</u>	<u>R330</u>	<u>R110</u>	<u>R220</u>	<u>R330</u>	<u>R440</u>	<u>R550</u>

# Premium payments refers to the Premium payment history of the Policyholder under the Funeral Policy and the Dread Disease and Personal Accident Policy (with reference to his/her payment of Membership Contributions as contained in the Payment Receipt Booklet).

\* The core Basic Needs Benefit of R330 will be paid simultaneously by way of three Vouchers of R110 each.

\*\* The loyalty Basic Needs Benefit will be paid simultaneously by way of Vouchers of R110 each. By way of example, the loyalty Basic Needs Benefit of R550 will simultaneously be paid by way of 5 Vouchers of R110 each, in addition to the core Basic Needs Benefit of R330, paid simultaneously by way of 3 Vouchers of R110 each.

### 3. **List of retailers**

3.1 Shoprite Checkers (Pty) Ltd stores including:

3.1.1 Shoprite

3.1.2 Checkers

3.1.3 Checkers Hyper

3.1.4 Usave (Vouchers only and not gift cards)

3.2 Pick n Pay Limited stores.