

# Terms & Conditions

## Tanaka Life Funeral Cover

### The insured persons:

Any persons covered in this policy by the policyholder. This could be a single person or a single person with his/her spouse and/or children and/or extended family members (at an additional cost for some plans)

To be a policy holder you must be a South African resident, a permanent or temporary resident or a Zimbabwean with a passport.

These are cover options available to a policyholder: R5000, R10 000, R15 000, R20 000, R25 000 or R30 000

The cover option selected, and the names of the specified spouse and/or children and/or extended family members covered are recorded in the policyholder's application form. Persons not on the application form are not covered.

New-borns and other members can be added when necessary up to a given maximum number.

### The insured events:

All the members are covered in the event of accidental death or due to natural causes.

### The benefits:

A lump sum benefit is payable in cash, according to the cover option selected. This amount is recorded in the application form. Services are also offered in lieu of cash. These benefits vary according to plan and will be listed on your policy document.

**Surrender value** is the amount payable to the policyholder should s/he decide to cancel the policy. No surrender value is payable on the policy.

### Waiting periods

- A waiting period applies to all members. If you add members later, they will also serve their own waiting period.
- No benefit is paid to any insured persons whilst they are on waiting periods
- Waiting periods for cover amount R6 000 - R20 000 on all family covers and extended family covers of up to R10 000:

6 months for natural death

Immediate for accidental death (*if your first premium has been received by the Insurer*)

24 months for suicide.

- Waiting periods for cover amount R25 000- R30 000 on all family covers and extended family covers of R15 000 and above:

6 months for natural death

Immediate for accidental death (*if your first premium has been received by the Insurer*)

24 months for suicide.

**The premium:**

Premiums must be paid in advance (before the 5th of every month) and received by the insurer every month to ensure cover. Failure to pay premiums in full will result in the policy being terminated and no benefits being paid. There is a grace period of 15 working days month to settle a missed or partially paid premium.

**Cooling-Off Period:**

The policy can be cancelled within 30 days after the commencement date. During this period, you can review the terms and conditions of the policy and amend or cancel this policy at no cost to you. All premiums paid will be refunded if you cancel within 30 days.

**Commencement of cover:**

The policy and cover will commence on the 1<sup>st</sup> of the month following the receipt of the first premium, provided the insurer has accepted the application. The insurer may refuse your application some information is missing.

**Termination of cover:**

The policy will automatically terminate when the policyholder dies or if the policyholder fails to pay the required premiums. You have 15 working days to pay for the missed premium. Cover for insured children terminates when they die, reach the age of 21 years (or 25 years if a full time student) or if they are no longer nominated by the policyholder to be covered. Cover for any other insured person will terminate when he or she dies or is no longer nominated by the policyholder to be covered.

**Beneficiary:**

If anyone other than the policyholder dies, the benefit will be paid to the policyholder. If the policyholder is deceased, the claim is paid to the nominated beneficiary.

**Contact details:**

We require your contact details for both regulatory and administrative reasons. It is the policyholder's responsibility to ensure all contact details are always up to date a.

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## **Full Terms & Conditions**

**The Policy**

1. These policy terms and conditions, the policyholder's policy schedule and all information and documents provided by the policyholder to the insurer, whether electronically, in paper format or voice recorded, shall constitute the entire contract between the policyholder and the insurer.
2. The policy is governed by the laws of the Republic of South Africa.

**Contact Details & Information**

3. The terms and conditions of the policy are also available at: <http://tanaka.co.za/terms> or [ask@tanaka.co.za](mailto:ask@tanaka.co.za)
2. Any changes and amendments to the policy, including but not limited to, changes to the beneficiary, insured spouse, extended family members and children, can be made via email or call centre.

3. For any other enquiries kindly find the contact details below:

General enquiries: [ask@tanaka.co.za](mailto:ask@tanaka.co.za) Phone 0815901227

Claims [claims@tanaka.co.za](mailto:claims@tanaka.co.za) Phone: 0815901227

Complaints [complaints@tanaka.co.za](mailto:complaints@tanaka.co.za) Phone 0815901227

#### 4. Eligibility Criteria

1. The policyholder must be a South African resident. The policyholder can include other members in all SADC countries
2. Other eligibility criteria:

	Minimum Entry Age*	Maximum Entry Age*	Maximum insured persons per policy
<b>Policyholder</b>	18 years	64 years	1
<b>Spouse</b>	16 years	64 years	1
<b>Children</b>	0 years	20 years / 25 (student)	unlimited
<b>Extended family</b>	0 years	75 years	14

#### 5. The Policyholder and Insured Persons

1. The policyholder is the owner of the policy, as recorded in the policy schedule.
2. For the purpose of the policy, the nominated child must be a person under the age of 21 years who is a biological or legally adopted child of the policyholder and who has not been emancipated. A child may continue to be covered from the age of 21 where it is proved to the satisfaction of the insurer that the child is disabled (in which case the child may be covered for the whole of their life), or a full time student at a recognised secondary or tertiary educational institution (in which case the child may be covered until he or she reaches the age of 26 years).
3. The policyholder must be able to prove his or her relationship to the spouse or child by a marriage certificate or birth certificate, or other proof acceptable to the insurer.
4. The policyholder may at any time change the cover option selected in terms of clause 11 by notifying the insurer, subject to an appropriate adjustment to the premium (also refer to clauses 13 to 15 with regards to benefits and waiting periods after any changes to an existing policy).
5. The policyholder must nominate the spouse and/or children and/or extended family members to be covered as insured persons by notifying the insurer through the application form or call

centre. If they are not nominated, they will not be covered. The policyholder may withdraw a nomination or add a nomination at any time by notifying the insurer.

## 6. Insured Events

1. An insured event occurs when the insured person dies.

## 7. The Cover Option and Benefits Payable

1. At the commencement of the policy, the policyholder must select a cover option (i.e. the different values of cover available to the policyholder at different prices, as offered from the insurer at the time of commencement or time of change). The cover option selected by the policyholder and the associated premium is recorded in the policy schedule.

Benefit Table for Family Cover

<b>Benefit Table</b>						
<b>Single, Single Parent, Married and Family</b>						
<b>Member</b>	<b>Spouse</b>	<b>Child 14 –21 Years</b>	<b>Child 6 – 13 Years</b>	<b>Child 1 – 6 years</b>	<b>Stillborn</b>	<b>Waiting Period</b>
R10 000	R10 000	R10 000	R5 000	R2 500	R2 500	6 Months
R15 000	R15 000	R15 000	R7 500	R3 750	R3 750	6 Months
R20 000	R20 000	R20 000	R10 000	R5 000	R5 000	6 Months
R25 000	R25 000	R25 000	R12 500	R6 250	R6 250	9 Months
R30 000	R30 000	R30 000	R15 000	R7 500	R7 500	9 Months

2. A benefit will only be payable provided a valid claim has been submitted to the insurer and all premiums have been paid.
3. No individual may be insured for more than R30 000. The total amount that an individual is insured for is considered across all policies, whether insured as a policyholder or dependent.
4. No investment, surrender or loan values are payable in terms of the policy. Should the policyholder cancel the policy no premiums will be refunded except for future paid premiums.
5. No interest shall be payable by the insurer on any benefits.
6. It is the policyholder's responsibility to monitor the extent of cover provided by this policy (as set out in the policyholder's policy schedule) and ensure that it remains adequate. Should the policyholder determine that a change is required, they can request a change in the cover of one or more insured persons (within the cover options available at the time).

## 8. Services

1. Tanaka Life may provide funeral services in lieu of your cash benefits.
2. Depending on the cover these benefits include body collection, preparation and repatriation. The benefits applicable to the policyholder appear on the participation certificate which is sent on registration.

3. Tanaka Life uses third parties for the provision of funeral services. For members in Zimbabwe Tanaka Life chooses a funeral provider closest to where the funeral service is. Policyholders are free to choose a funeral service provider of their choice and Tanaka Life will pay that provider.
4. Tanaka Life will pay for all funeral expenses to a maximum value that is equal to the policyholder's cover amount.
5. Service provision for Zimbabwe members requires a death certificate. The insurer requires a death certificate to assess a claim. Tanaka Life may conduct a funeral on the provision of a burial order on the agreement the policyholder will furnish the death certificate within 3 months.
6. In the event the death certificate is not provided within 3 months, Tanaka Life will claim all funeral expenses from the policyholder as the insurer won't pay the claim. This will be treated as a separate service and will be invoiced to the policyholder.
7. If the policyholder is not certain they will get a death certificate, they can claim cash. No claim will be paid if it is submitted 6 months after the date of death.

## 9. Waiting Period

1. No general waiting period shall apply in the event of an unnatural death.
2. A general waiting period of 6 months applies for death due to natural causes. This means no benefits will be paid in respect of death due to natural causes that occurred during the first 6 months of the insured person being covered under the policy. In the case of extended family members for cover of R15 000 or more, the general waiting period is 9 months.
3. If a spouse or child is added to the policy as an insured person after it has already commenced, the general waiting period (and accidental cover) commences on the date that they are added to the policy.
4. If an extended family member is added to the policy as an insured person after it has already commenced, the general waiting period (and accidental cover) commences on the date of being **activated** under the policy
5. No stillbirth benefits will be payable for stillbirths that occurred during the first 6 months of the insured person (either a female policyholder or female spouse) being covered under the policy
6. No benefits will be payable for suicide which occurred during the first 24 months of the insured person being covered under the policy.
7. No waiting period will apply to new born children of the policyholder or spouse that are added as child dependants to the policy within 90 days of their birth.
8. The following table summarises waiting periods applicable to extended Family Plans

Benefit Scale 1 + 5, 1+9 and 1+13 Plans				
Member	Extended Members from 7 years and up	Child 1 month – 6 years	Still Born	Waiting Period
R10 000	R10 000	R5 000	R2 500	6 Months
R15 000	R15 000	R7 500	R3 750	9 Months
R20 000	R20 000	R10 000	R5 000	9 Months
R25 000	R25 000	R12 500	R6 250	9 Months
R30 000	R30 000	R15 000	R7 500	9 Months

## 10. Increasing the cover option

- The cover option can be increased (i.e. the policy can be “upgraded”) by the policyholder after the commencement of the policy, provided that the policyholder and spouse (if any) is younger than 65.
- The change in cover option commences once requested by the policyholder and only after the new premium has been paid.
- The premium of the higher cover option will be the prevailing premium for that cover option at the time of its commencement.
- A new waiting period applies to the incremental increase in cover from the commencement of the change in cover. During the new waiting period, the original cover (and original waiting period where relevant) is applicable. The new waiting period does not apply to unnatural death.
- Example in respect of death due to natural causes: if the cover amount is increased from R10,000 to R20,000 after paying premiums for 6 months, the policyholder will only qualify for the R20,000 after another 6 months have passed. The period between 6 and 12 months is only covered for R10,000).
- Cover options can only be increased to one of the available cover options at the time of upgrade.
- Cover options cannot be increased if the policyholder or spouse is older than 64.

## 11. Decreasing the cover option

- The cover option can be decreased by the policyholder subsequent the commencement of the policy
- The change in cover option commences at the end of the calendar month in which it was requested by the policyholder. This applies to both unnatural and natural death cover and there is no additional waiting period involved.
- The premium of the lower cover option will be the prevailing price for that cover option at the time of its commencement

- d. Cover options can only be decreased to one of the available cover options at the time of upgrade.

## 12. Extended family

- a. Depending on the insurer a policyholder can cover up to 4 extended family members or can cover a maximum of 14 people including the policyholder.
- b. The cover of an extended family member commences (i.e. is activated) once requested by the policyholder and only after the new premium has been received by the insurer.
- c. The maximum entry age for an extended family member is either 75 years or 85 years depending on the insurer.
- d. There is no R25 000 or R30 000 cover option for 1+9 and 1+13 schemes. 1+5, 1+9 and 1+13 schemes are only available to members who are legal residents of South Africa.
- e. For policyholders who are using passports only a maximum of 4 extended family members is allowed. An additional premium is payable for each extended family member.
- f. Extended family members cannot get cover that is higher than the policyholder.

## 13. Exclusions

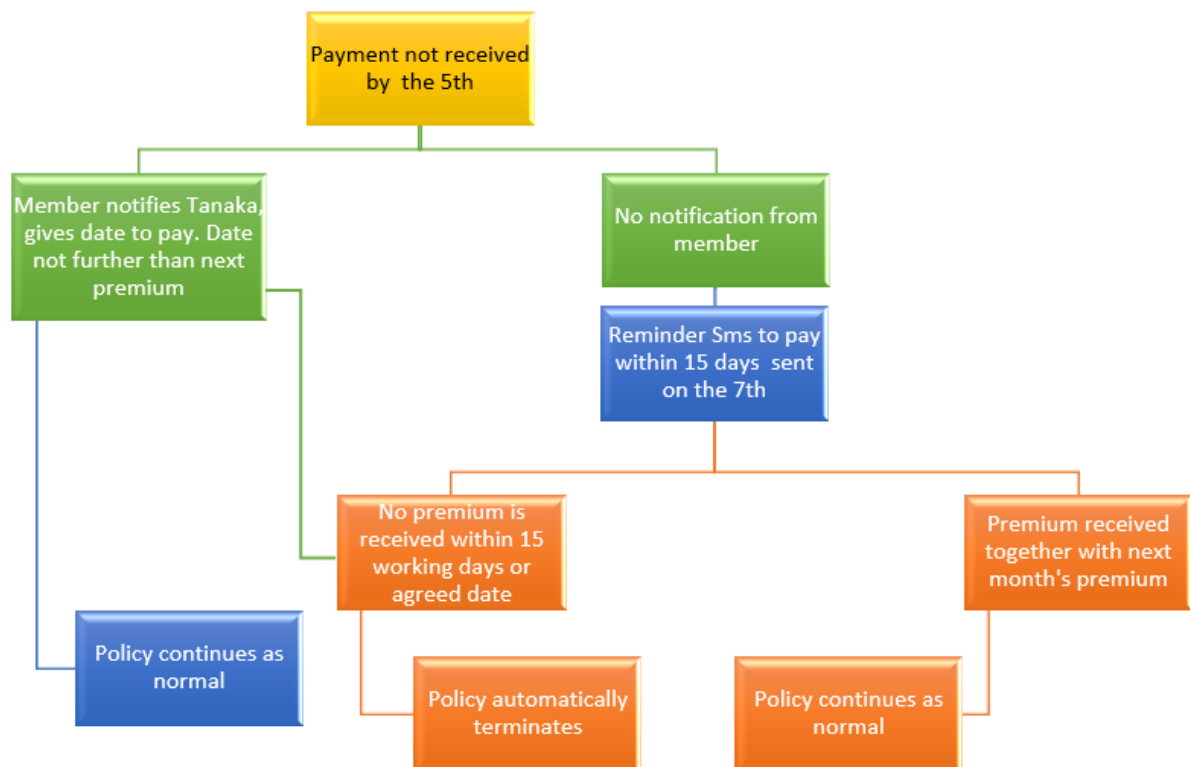
No benefit will be payable if the insured event, directly or indirectly, is caused by, arises or results from, is contributed to by, or is traceable to:

- a. participation in war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power,
- b. participation in labour disturbances, riots, demonstrations, strikes or lock-outs,
- c. any involvement in any criminal activity as a willing participant,
- d. exposure to radioactivity, atomic energy, nuclear reaction, terrorism, nuclear or biological or chemical hazards and warfare agents.

## 14. Premium

- a. The premium is the monthly payment that must be paid for cover under the policy and is payable monthly in advance (before the 5<sup>th</sup> of every month). Premiums must be paid in full every month for the duration of the policy. The amount of the premium is recorded in the policy schedule.
- b. If a premium, or any part thereof, is not received by the due date then the policyholder has 15 working days grace in which to pay the arrears amount. Should the full missed premium not be paid within the grace period, the policy will terminate automatically. See diagram below.
- c. The policy's premium is not guaranteed for the duration of the policy and may be reviewed and adjusted annually for any of the following reasons:
  - i. Claims and expense experience for the product has been such that future losses are anticipated.
  - ii. Regulatory changes have resulted in the premiums becoming unsustainable.

4. The insurer will inform the policyholder in writing (through an SMS to the cell phone number provided and/or email) at least 30 days before a review which is likely to result in a premium adjustment.



## 15. Refunds

1. Refund requests will be considered on a case by case basis and subject to the provision of supporting documentation.

## 16. Nomination of a Beneficiary

1. The policyholder may nominate one beneficiary to receive payment of the death benefit in the event of his or her death.
2. If no nomination is received by the insurer prior to the death of the policyholder, or the beneficiary nomination is invalid due to the nominated beneficiary not surviving the policyholder, then the benefit will be payable to a court-appointed beneficiary or the policyholder's estate.
3. If the nominated beneficiary is a minor, the benefit will be paid to the beneficiary's legal guardian.

## 17. Claims

1. All claims must be submitted to the insurer within 6 months of the date of death. If this is not done, then the claim will not be considered by the insurer and therefore not paid.
2. The claimant must supply all required written proof and other information that is reasonably requested by the insurer, at the policyholder's expense. This proof consists of, but not limited to, the following documents:



- Certified copy of valid passport /ID
- Certified and clear ID copy of the main member or policy holder.
- Certified and clear ID copy of the deceased member.
- Certified and clear death certificate (serial numbers must be visible).
- Copy of the BI1663.
- Copy of signed and dated application form; and
- If the deceased died of unnatural causes, a completed police report.
- Any other document that may be requested by the insurer

**No Burial Order** will be accepted for a claim

3. Upon the admission of a valid claim, the benefits shall be payable to:
  1. the policyholder in respect of death of a nominated spouse and/or children and/or extended family, if applicable.
  2. the nominated beneficiary or a court-appointed beneficiary or the policyholder's estate in the absence of a valid beneficiary nomination.
4. Once a claim has been paid, the insurer shall have no further liability towards the policyholder in respect of the death of the nominated spouse and/or children and/or extended family members (if applicable) or to the nominated beneficiary and/or the policyholder's estate (in respect of death of the policyholder)
5. If a claim is rejected, a letter will be sent to the claimant that specifies the reason(s) for the rejection as well his/her avenues for recourse.
6. Successful claims on policies that are in arrears but not yet terminated will necessitate the deduction of the outstanding premium from the cover amount before payment.
7. If incorrect information of a material nature was provided by the policyholder at any time during the life of the policy, it could result in a claim not being accepted

## 18. Commencement and Termination

1. The policy and cover will commence on receipt of the first premium, provided that the insurer has accepted the application.
2. Where the policyholder nominates a new spouse and/or child to be added as insured persons, the cover (and waiting period in the event of natural death) for such insured persons shall commence at the time that they are added to the policy.
3. The insurer shall be entitled to terminate the policy and reject a claim, if a claim is submitted and such claim is determined by the insurer to be based on fraud. If this happens no benefit will be **payable**, and premiums received prior to termination will not be refunded.
4. The policy and cover for all insured persons will automatically terminate:
  1. when the policyholder dies, or
  2. the required premium payments were not made
5. If applicable, the cover for the nominated spouse and extended family members shall automatically terminate:
  1. when the nominated spouse and/or extended family member dies, or

2. at the time at which the policy reflects that the policyholder has withdrawn the nomination of that spouse or extended family member, by notifying the insurer,
6. If applicable, the cover for the nominated child shall automatically terminate:
  1. when the nominated child dies,
  2. at the end of the day before the nominated child reaches the age of 21 years (or 26 years if a full time student),
  3. at the time at which the policy reflects that the policyholder has withdrawn the nomination of that child, by notifying the insurer,
7. Either party (i.e. the policyholder or the insurer) may cancel the policy by giving at least 31 days prior written notice to the other party. The policy will terminate on the last day of the calendar month and no pro-rata premiums will be refunded.

## 19. Documentation

1. Tanaka Life issues you a participation certificate stating the benefits for the policy on registration. This is issued immediately.
2. Tanaka Life issues the insurer participation certificate showing cover amounts for all members. This is issued within 45 days of your first payment.
3. You should complete an application form as it is required when claiming. If you joined over the phone, we send the form to you for signing and you should send it back.

## 20. Complaints

All complaints should be sent to Tanaka Life first, if Tanaka Life can't resolve then the policyholder can approach our administrators. If the administrators fail to resolve the issue, then the policyholder can approach the insurer

1. The client can complain by using any of the following channels:

[www.tanaka.co.za](http://www.tanaka.co.za)

Calling 0815901227

Email: [complaints@tanaka.co.za](mailto:complaints@tanaka.co.za)

2. The Administrator: The administrator details are on the participation certificate issued to you.
3. Should you be unsatisfied with the administrator's resolution you may contact the insurer. The insurer details are on the participation certificate issued to you.
4. Should you be unsatisfied with the complaints handling process of the insurer, you can contact the [Financial Sector Conduct Authority](#) or <https://faisombud.co.za/>