



**CONSTANTIA LIFE & HEALTH ASSURANCE COMPANY LIMITED**  
(Reg No 1952/001635/06)

**RONBEL**  
**ASSISTANCE BENEFIT MASTER POLICY CLAH/RON/2016**

WHEREAS CONSTANTIA LIFE AND HEALTH ASSURANCE COMPANY LIMITED has received an application for Assistance Benefit Insurance, which application, together with any declaration(s), other documents, details and/or data of a Member submitted in connection therewith or in support thereof, shall be the basis of this contract.

Constantia Life and Health Assurance Company Limited agree that, in consideration of the payment of the premiums and subject to the conditions of the Policy, it shall pay the benefits as stated in the Schedule of Benefits upon receipt at its Head Office of:

1. The death certificate of the deceased or a certified copy thereof;
2. The identity document of the deceased or certified copy thereof;
3. The completion of the claim forms (if any);
4. Any documentation required by Constantia Life and Health Assurance Company Limited as proof of the deceased's relationship to the Principal Member;
5. Where the deceased is a child over age 21, a certificate, signed by the Principal of the Educational Institute the child attended until date of death, stating that the child was a full-time student;
6. Where the deceased is a child over age 21 and was incapacitated by mental or physical infirmity from maintaining himself, a declaration signed by a Medical Practitioner setting out the nature of the infirmity of the child from his 21<sup>st</sup> birthday until date of death;
7. Any other evidence as Constantia Life and Health Assurance Company Limited may require, and;

**PROVIDED:**

That all payments made to Constantia Life and Health Assurance Company Limited shall be payable at its principal place of business in Johannesburg, in the lawful currency of the Republic of South Africa.

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## SECTION A

### DEFINITIONS

In this policy words importing the masculine gender shall be deemed to include the feminine gender and words importing the singular number shall be deemed to include the plural number and vice versa, and the following expressions shall have the following meanings:

Accident	An unforeseen event, which could not reasonably have been expected to occur and/ or was not, designed. The event results in death caused directly and independently of all other causes by some external and visible means arising from this event, and excludes death by natural causes.
Application Form	The form that the Principal Member completes, and shall be the basis for the selection of benefits.
Eligible Children (Child)	<p>The Principal Member's unmarried minor child who has not yet attained the age of 21 and who is not already insured under this policy or any other insurance issued by the Company providing similar cover. This age may be extended to 26 in respect of an unmarried child who is a full time student. There will be no age restriction for children who are either mentally or physically incapacitated from maintaining themselves, always provided that the children are wholly dependent on the Principal Member for support and maintenance. Once a child has become independent of the principle member for support and maintenance, dependency and therefore definition of a child cannot be revived at a later date unless that child is still under the age of 21.</p> <p>Shall mean the Principal Member's natural, legally adopted or stepchild/ren.</p>
Who is not covered	Parents and relatives
Employee	Means any person employed by a Participating Employer who satisfies the category qualification prescribed by the Participating Employer.
Commencement Date	The date stated in the SCHEDULE. The policy commences on the later of this date or the receipt of the first premium.
Member	<p>Any one of Principal Member, Spouse, or Child.</p> <p>A member or other person as the Company may from time to time deem eligible.</p>
Principal Member	The person whose life is to be insured under this Policy and on whose death this policy shall cease.
Policy Owner	Insured as provided in the schedule attached
Scheme	Ronbel Funeral Scheme
Sum Insured	The amount insured in respect of a Principal Member, Spouse or Child as stated in the schedule.
Nominated/	

## Eligible Spouse

The spouse of the principal insured person who is not already insured under this section or any other policy issued by the Company providing similar cover

For the purpose of the Policy "Eligible spouse" shall include a party to a customary union according to Black Law and custom or union recognised as a marriage under the tenets of any Asiatic religion

Where a person shares an abode with a principal insured person and has done so for at least six (6) months and lives together in the manner of a legally married couple the person shall be regarded as a spouse

Should a principal insured person have more than one spouse who could qualify as an eligible spouse then that principal insured person must make an irrevocable nomination of one eligible spouse to whom the benefits provided by this policy are to apply

No benefits will be paid in respect of an eligible spouse if more than one person qualifies as such and no nomination has been made by the principal insured person

On the death of the principal insured person the cover of the eligible spouse under this policy may be continued should such spouse elect to do so within sixty (60) days of the death of the principal insured person

## SECTION B

### 1. MEMBERSHIP

#### 1.1. Conditions of Membership - Individual

The Members, in respect of whom benefits are to be insured under this policy, shall be those persons who have become Members in accordance with the application form under conditions that may be stated in the SCHEDULE. In addition, relevant information must have been submitted to the Insurer as and when required in terms of this policy. Any Member, who has not fulfilled any of the provisions contained in this condition and condition 1.3, shall only be allowed to participate in the benefits provided under this policy if the Insurer has given its prior agreement to such participation, in writing.

#### 1.2. Conditions of Membership – Employer Scheme

A member of the Participating Employer shall become a Member of the Scheme as follows:

- 1.2.1. The member subscribes to the Scheme by means of a completed application form;
- 1.2.2. If the application is rendered on the first working day of the month, that day will be their date of entry into the Scheme; or
- 1.2.3. If the application is rendered after the first working day of the month, their date of entry into the Scheme will be the first day of the next month.
- 1.2.4. On becoming a Member each Employee and their Dependents shall be deemed to have accepted the terms and conditions of this Policy and thus agree to be bound by them.
- 1.2.5. Any membership condition for a particular Employee may be waived if the Participating Employer and the Insurer so agree in writing.
- 1.2.6. A Member of the Scheme may terminate membership by giving 30 days notice of termination in writing to the Insurer. The member may rejoin the scheme within a period of 60 days after the date of termination as long as the member continues to satisfy the category qualification prescribed by the Participating Employer.

#### 1.3. Commencement of Membership

All eligible Members shall become Members of the Scheme under this policy on the Commencement Date.

- 1.3.1. The benefits provided under this policy shall commence as follows:
- 1.3.2. On Accidental Death – For all Members - After the policy has been in force for one calendar month. This calendar month commences on either the Commencement Date or the reinstatement date of the policy in the event of the policy having lapsed then being reinstated.
- 1.3.3. Natural Causes – For death as a result of any cause other than that per 1.3.2 and 1.3.4, for three calendar months. These calendar months commence on either the Commencement

Date or the reinstatement date of the policy in the event of the policy having lapsed then being reinstated.

1.3.4. Pre-existing Chronic Illnesses and Opportunistic Diseases caused as a direct result of either HIV or AIDS – six calendar months. These calendar months commence on either the Commencement Date or the reinstatement date of the policy in the event of the policy having lapsed then being reinstated.

#### 1.4. Changes to Membership

The Principal Member may add, delete or amend Spouses, Children or Additional Members under the following conditions:

1.4.1. To ADD Members - the Insurer requires all the relevant information on an application form for those amendments to take effect.

1.4.2. The Insurer reserves the right to grant or decline any Member.

1.4.3. All new Members added will be subject to condition 1.3 above as well as the maximum number of 10 lives under the policy.

#### 1.5. Cessation of Benefits

The policy shall terminate on the death of the Principal Member.

#### 1.6. Proof of Age

1.6.1. Should a certificate of birth not be available in respect of a Member, the Insurer may accept such other evidence of age as at its sole discretion, it considers satisfactory.

1.6.2. If it later transpires that the Principal Member's age at the Commencement Date was greater than the maximum allowed per the SCHEDULE, the policy shall cease with immediate effect. The Insurer shall refund the premiums paid LESS any claims paid and LESS any expenses incurred in the issue of this policy.

## 2. PREMIUMS

### 2.1. Amount of Premiums

The amount of premiums payable to secure the benefits under this policy is stated in the SCHEDULE. The Insurer reserves the right to review the premium rate annually. Any amendment to the premium will be advised to the Principal Member, in writing, giving sixty days notice to this effect.

### 2.2. Payment of Premiums - Individual

The premiums required to secure a Member's benefits shall be payable throughout the Principal Member's membership of the Scheme.

2.2.1. All premiums and benefits due to or payable by the Insurer shall be paid in the lawful currency of the Republic of South Africa.

- 2.2.2.No latitude, extension of time or other indulgence which may be given or allowed, whether by agreement or inadvertently by the Insurer to the Proposer in respect of the performance of any obligation in terms of this contract, shall under no circumstances be construed to be implied consent or operate as a waiver or a novation of, or otherwise affect any of the rights of the Insurer or stop the Insurer from enforcing, at any time and without notice, strict and punctual compliance with each and every obligation of the Proposer.
- 2.2.3.All premiums are payable monthly in arrears. The period of grace allowed for payment of the premiums is one calendar month commencing on the first day of the month in which the premium is due. If the premiums are not paid within the period of grace, the Policy will lapse.
- 2.2.4.If premiums, in whole or in part, are in arrears, then no claim shall be payable. For this purpose payment by the Principal Member to an intermediary, but not to the Insurer, shall not suffice to validate any claim.
- 2.2.5.The insurer reserves the right to accept or decline reinstatement of the Principal Insured Member or any other Member attached to the original application or subsequent endorsement/appendix.
- 2.2.6.The insurer is not obliged to accept premium tendered to it after the grace period or after the period of insurance detailed in the schedule.
- 2.2.7.Once the policy has lapsed and should the member wish to reinstate the policy all waiting periods and pre-existing conditions will apply including any other conditions the insurer may determine at the time.

### 2.3. Payment of Premiums - Employer Scheme

- 2.3.1.The Policy Owner shall bear the cost of the premiums required to provide the benefits under the Scheme and shall pay the premiums and administrative charges due to the Insurer. The amount of premiums payable to secure the benefits under this Policy shall be calculated by the Insurer in accordance with the scale of premium rates in force under this Policy at the date of calculation and will be based on the information given to the Insurer by each Participating Employer. The scales of premiums rates are reviewed annually at the Renewal date stated in the SCHEDULE. The Insurer will notify the Policy Owner of any amendments to this rate and the effective date of change, in writing. The Policy Owner shall then inform each Participating Employer accordingly.
- 2.3.2.The premiums required to secure a Member's benefits shall be payable throughout the Member's membership of the Scheme.
- 2.3.3.All premiums and benefits due to or payable by the Scheme shall be paid in the lawful currency of the Republic of South Africa.
- 2.3.4.All premiums are payable in arrears and in accordance with the Premium Frequency stated in the SCHEDULE. Unless law requires a different period of grace, the period of grace allowed for payment of the premiums is two calendar months commencing on the first day of the month in which the premium is due. If the premiums are not paid within the period of grace, the defaulting Participating Employer shall no longer be party to any benefits under this policy

## 2.4. Reinstatement of Lapsed Benefits

2.4.1. Where this Policy has lapsed, a request to reinstate benefits must be made to the Insurer in writing. The Insurer reserves the right to either accept or decline reinstatement of the Principal Member or any other Member attached to the original application or subsequent endorsement/appendix.

2.4.2. Reinstatements will at all times be subject to such further conditions as the Insurer may determine at that time.

2.4.3. The Insurer will not entertain reinstatement of a lapsed Policy until all arrear premiums have been paid to the Insurer. Should the Insurer decide that reinstatement of the Policy is unacceptable, then all premiums paid from the date of lapse, less any expenses that the Insurer may have incurred, will be refunded to the Proposer.

## 3. SCHEME BENEFITS

### 3.1. Amount of Benefit

3.1.1. The lump sum Funeral Benefit, payable upon the death of a Member, is stated in the SCHEDULE;

3.1.2. The lump sum Accidental Death benefit, payable upon the death of a Principal Member, is stated in the SCHEDULE;

### 3.2. Benefit on Death

On the occurrence of the death of a Member, the Insurer shall, subject to the privileges and conditions of this policy, pay the Sum Insured applicable to the Member as specified in the schedule. On the death of the Principal Member, the policy shall cease and be of no further force or effect.

Death Due To Accident	
LIFE ASSURED	SUM ASSURED
Principal Member	R60,000.00
Spouse	R60,000.00
Child Aged 0 to 6	R14,000.00
Child Aged 7 to 13	R20,000.00
Child Aged 14 to 21	R40,000.00

Death Due To Non-Accident	
LIFE ASSURED	SUM ASSURED
Principal Member	R30,000.00
Spouse	R30,000.00
Child Aged 0 to 6	R7,000.00
Child Aged 7 to 13	R10,000.00
Child Aged 14 to 21	R20,000.00
Stillbirth	R1,000.00

### 3.3. Payment of Benefits



3.3.1. On the death of the Principal Member:

- 3.3.1.1. The beneficiary nominated must notify the Insurer within ninety days of the occurrence of any claim.
- 3.3.1.2. Payment of the benefit shall be made to the beneficiary nominated and the receipt of a benefit by the beneficiary shall be a good and sufficient discharge to the Insurer.
- 3.3.1.3. Payment of the Benefit by the Insurer shall at all times be subject to such evidence (medical or otherwise) as the Insurer, at its sole discretion, may require.

3.3.2. On the death of any other Member:

- 3.3.2.1. The Principal Member must notify the Insurer within ninety days of the occurrence of any claim.
- 3.3.2.2. Payment of the benefit shall be made to the Principal Member and the receipt of a benefit by the Principal Member shall be a good and sufficient discharge to the Insurer.
- 3.3.2.3. Payment of the Benefit by the Insurer shall at all times be subject to such evidence (medical or otherwise) as the Insurer, at its sole discretion, may require.
- 3.3.2.4. The Benefit shall be paid to the Principal Insured or Policy Owner who shall make payment of the benefit to the deceased Member's nominated beneficiaries in such proportions as the Policy Owner deems fair and just.
- 3.3.2.5. The Policy Owner may direct that any Dependent or nominee's portion of the lump sum benefit be paid as an annuity or be placed in trust for the benefit of the Dependent or nominee. A payment by the Policy Owner to a trustee contemplated in the Trust Property Control Act, no. 57 of 1988 (as amended), for the benefit of a dependant or nominee shall be deemed to be a payment to such Dependent or nominee.
- 3.3.2.6. If the Insurer repudiates a claim but subsequently agrees to pay an ex gratia amount, such action will not constitute a precedent. The Insurer, even though the Policy Owner and/or a Member have not fulfilled conditions of this Policy, is NOT prevented from declining any future claim for any similar or any other omission of the terms and conditions of this Policy.
- 3.3.2.7. Any claim in terms of this policy will prescribe after twelve (12) calendar months from the date of occurrence of the insured incident if the claim is outstanding and not a subject of a then pending court case.
- 3.3.2.8. Where the Company rejects or disputes a claim or the quantum of a claim, or voids the policy, the Principal Insured has ninety (90) days (the "representation period") from receipt of the Company's written notification to dispute the decision of the Company. This must be done in writing to the Company:

The Compliance Officer  
Constantia Life and Health Assurance Company Limited  
PO Box 3518  
Cramerview  
2060  
Tel: 011 686 4200  
Fax: 011 789 8828

Alternatively, the Principal Insured may contact:  
The Ombudsman for Long-Term Insurance  
Private Bag X45,  
Claremont,  
Cape Town, 7735  
Tel: 021 657 5000 Fax: 021 674 0951  
Email: [info@ombud.co.za](mailto:info@ombud.co.za)

Information only

#### 3.4. Suicide

No benefit will be payable under the policy where a Member commits suicide within two years of either the Commencement Date, or any reinstatement date per SECTION B (2.3).

#### 3.5. Cancellation of Policy

The Principal Insured Member has the right to cancel a policy in writing within 30 days after receipt of the summary contemplated in section 48 from the insurer. The same applies to certain changes you may make to a policy. The insurer is obliged to confirm to you whether you have this right and to explain how to exercise it. Please bear in mind that you may not exercise if you have already claimed under the policy or if the event, which the policy insures you against, has already happened.

### 4. GENERAL PRIVILEGES AND CONDITIONS

#### 4.1. The Correctness of Statements made to the Insurer.

4.1.1. The Insurer relies on the truth, completeness and correctness of all statements submitted. If the benefits granted, or reinstatement thereof has been obtained through any misrepresentation or concealment, this policy shall be void and monies paid in respect thereof shall be forfeited.

4.1.2. Should any benefits have been paid out on the basis of the information provided by the Proposer to the Insurer; and such information subsequently proves to be incorrect in any material respect, the Insurer shall have the right to take such steps as may be required to put it in the position it would have been in if the correct information had been provided in the first instance.

#### 4.2. Liability of the Insurer

The liability of the Insurer shall be limited to the benefits actually purchased by the premiums received according to the rates in force at any time.

#### 4.3. Appendices

The Appendices attached hereto shall form an integral part of this Schedule and policy.

#### 4.4. Benefits not assignable

A Member may not cede, pledge or otherwise alienate the benefits or the rights to benefits in terms of this Policy/Scheme and such benefits shall not be subject to any form of execution or judgment and shall not, on insolvency, or on surrender form part of the estate of the Member or his dependant(s).

#### 4.5. Law

This policy is issued subject to the laws of the Republic of South Africa.

#### 4.6. Parties

The parties to the creation of the Scheme are:

4.6.1. The Policy Owner;

4.6.2. Each Member;

4.6.3. The Insurer.

#### 4.7. Policy

4.7.1. The Scheme is governed by this Policy which may be endorsed at any time by agreement between the Policy Owner and the Insurer.

4.7.2. All endorsements shall be signed by the Policy Owner and the official or officials of the Insurer.

4.7.3. The provisions of this Policy are binding upon the Policy Owner, the Members, the Insurer and any person who submits a claim in terms of the Policy.

### 5. ALTERATION OR TERMINATION OF THE SCHEME

5.1. Should the Policy Owner cease its activities, as set out in the Memorandum of Association, the Scheme will automatically terminate as from the first day of the month following the date on which activities were ceased.

5.2. In the event of this Scheme being terminated or dissolved, any claim not notified to the Insurer at the date of termination but for which the Member has been receiving treatment prior to termination, will be considered for benefits under this policy. Written notification of such pending claim must be received.

### 6. INTERMEDIARY

All information given to or received by an Intermediary acting on behalf of a Policy Owner shall be deemed to be given or received by the Policy Owner.

### 7. INTERPRETATION

7.1. The decision of the Policy Owner as to the meaning of or interpretation of the policy shall be final and binding on the Employers, Members and former Members and every person claiming to be entitled to a benefit in terms of this policy.

7.2. If any person affected by a decision of the Policy Owner in terms of 14.1 above is dissatisfied with the decision, such person shall have the right to refer the matter to arbitration in accordance with the provisions of the Arbitration Act, 1965. Notice of intention to exercise this right shall be given by the person concerned to the Policy Owner within ninety days of the Policy Owner decision. Before the arbitration commences, the person concerned shall furnish such security for the costs of arbitration as the Policy Owner may reasonably require. The costs of the arbitration shall follow the award of the Arbitrator.