Funeral Plan

FUNERAL PLAN - 2026
INSURER STANDARD TERMS AND CONDITIONS

Subject to the terms, conditions and provisions of the policy, the Insurer agrees to pay the Policyholder for an insured incident occurring during the period of cover up to the limit of indemnity stated and based on the benefit option selected for each section of the policy. The application and relevant documentation form the basis of the policy agreement.

1. DEFINITIONS

The Policy and Schedule must be read as a summary document and forms the basis of the contract between the Insured and the Insurer.

"Accident" means an unintentional, violent, external, and visible bodily injury.

"Adult Beneficiary" means**,** for Premium purposes, a beneficiary over the age of 21 (twenty-one) including a spouse, an overaged child beneficiary older than 27 (twenty-seven) or special beneficiary for premium purposes.

"Area of Cover" will include Namibia and South Africa, Lesotho, Eswatini, Mozambique, Botswana, Zimbabwe, Zambia, and Angola. Claims will be paid according to the Insurance Benefit structure.

"Claim" means compensation requested by the Insured for an insured incident according to the benefit schedule of the insurance policy selected.

"Date of Loss" means the date of Death.

"Disappearance" means that in the event of the disappearance of an Eligible person, it is probable that such eligible person has died and is legally declared dead by a court of law.

"Eligible Child" means a biological child, or legally adopted child in terms of any law, custom or tradition, legally accepted and natural children of the Policyholder or children who were part of the Policyholders household and until the passing of the Policyholder, were provided for as the insured person's own child, living as a family member including an adult beneficiary.

If the "eligible child," as stipulated under this policy document, or as otherwise agreed to between the Insurer and an Employer Group:

(1) The Policyholder is liable for family care and support up to the age of twenty-seven (27) (including the children of common law spouses, a legally adopted child or stepchild).

(2) Is 27 years old on his/her next birthday; the child beneficiary will enjoy a full year benefit during the year he/she turns twenty-eight (28).

"Eligible Spouse" means a spouse who is a life partner to the Policyholder as in a marriage, civil and customary union, domestic partnership, or common-law marriage. The term is gender neutral.

"Exclusions" means the conditions and/or services excluded under this policy.

"Family" means the Policyholders' eligible spouse and eligible children provided such "family" who elects to insure under the policy.

"Family member" means biological parents and their children as well as in-laws, grandparents, aunts, uncles, and cousins.

"FIA" means Financial Intelligent Act, 2007 (Act 3 of 2007) (FIA Act). The Insurer is regulated by the Long-term Insurance Act, 1998 (Act 5 of 1998) and must comply with the (FIA Act), which requires the Insurer to verify the identity of the Policyholders and to keep proper supporting records thereof.

"Funeral policy" means a contract in terms of which the Insurer, in return for a premium, undertakes to provide on the death of the insured, benefits as stipulated in the Schedule of benefits.

"Hospital" means a registered institution providing diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care under the supervision of registered staff and/or medical practitioners.

"Illness" means any one somatic illness or disease, which manifests itself during the period of insurance.

"Inception Date" means the date on which the application is approved and accepted by the Insurer.

"Incident" means the death of an Insured Person, resulting from an accident or illness or any other way recognized by the Insurer.

"Insurer" means Prosperity Lifecare Insurance Limited (Reg. No. 03/LT/13).

"Insured Person" means a Policyholder or an eligible spouse or an eligible child who elects to insure under the policy.

"Insurable Interest" means a legitimate relationship or interest in the life assured, where the policyholder has a reasonable expectation of suffering financial loss, incurring expense, or having responsibility for funeral costs upon the death of the life assured.

"**Life Assured"** means the natural person whose life is insured under the policy.

"Medical Practitioner" means a legally qualified and registered medical practitioner.

"NAMFISA" means the Namibia Financial Institutions Supervisory Authority established by Act 3 of 2001 as statutory regulatory body.

"Nominated Beneficiary" means the nominated person entitled to be paid the benefits provided for in terms of this policy, upon the death of a Policyholder or the Policyholder in the event of the death of any of the additional insured persons. Such nominated beneficiary must be related by blood or marriage or by custom or tradition.

"Participating Employer" means the employer named in the schedule employing the eligible employee under a contract of service or apprenticeship or a registered medical aid fund.

"Pre-existing Condition" means any illness or physical infirmity for which the insured was diagnosed or received medical treatment or advice prior to enrolment.

"Premium" means the monthly/annual premium payable by the Insured person to the Insurer before commencement of cover. Premiums may be increased at the beginning of each benefit year, without the written consent of the premium payer.

"Policyholder" means a person who elects to insure under this policy if he/she has not attained the age of 60 (sixty) at commencement of individual insurance or in respect of Employer Groups as otherwise agreed to between the Insurer and the Employer Group.

"Rate Insured" means the tariff structure used by the Insurer based on the Prosperity Benchmark Tariff.

"Return of Mortal remains" means an additional insured benefit for the return of mortal remains to the town of residence, within the borders of Namibia.

"Residence" means Living or dwelling in a certain place permanently or for a considerable length of time. The place where a person makes his/her home and work, or where he/she dwells permanently or for an extended period.

"Risk Rate" means a penalty placed on the premium of the Insured due to age or claims patterns. Increased premiums following risk rating will be done without written consent of the premium payer.

"Self-inflicted" means intentional injury caused by the person injured, where such person is aware of consequences that can happen e.g., drink and drive or suicide.

"Sum Insured" means the maximum amount payable to any eligible person specified in the Schedule of benefits.

The Insurer's liability is conditional on the insured claiming the benefit and keeping to the policy Terms and Conditions.

2. PRODUCT CONDITIONS

- A maximum of six (6) beneficiaries, including the Policyholder, will be covered for the duration of the policy.
- On the death of the Policyholder, the cover of the Eligible Spouse under this policy may be continued.
- Only legally or customary married spouses, common law partners, own children and legally adopted children will qualify to be registered as beneficiaries under the Policyholder.
- Two policies per Policyholder will be allowed per lifetime.
- Nomination of a beneficiary is essential. The nominated person is entitled to be paid the benefits provided for in terms of this policy upon the death of an insured person or the Policyholder in the event of the death of any of the additional insured persons.
- In the absence of a nominated beneficiary, the parent of a child or the legal spouse will be deemed the nominated beneficiary.

3. INSURABLE INTEREST, LIFE ASSURED AND BENEFICIARY

3.1. Policyholder and Life assured

The policyholder is the owner of the policy and is responsible for the payment of premiums and compliance with these Terms and Conditions. The life assured is the person whose life is insured under the policy, and policy benefits become payable upon the death of the life assured.

Where the Policyholder insures their own life, the policyholder and the life assured are the same person. Where the policyholder insures the life of another person, the policyholder has a valid insurable interest in that person.

3.2 Insurable interest

Insurable interest means a legitimate relationship or interest in the life assured, where the policyholder has a reasonable expectation of suffering financial loss, incurring expense, or having responsibility for funeral costs upon the death of the life assured.

Examples of insurable interest include, but are not limited to:

- a spouse or life partner;
- a child or parent;
- a family member or dependant; or

The policyholder must disclose the relationship to each life assured and provide any information required by the Insurer to establish insurable interest at the time of application and on any amendment to the policy.

3.3 Consent of the Life Assured

The life assured must be aware of and consent to being insured under the policy. The policyholder confirms that such consent has been obtained and may be required to provide proof thereof upon request by the Insurer.

3.4 Disclosure of Existing Cover and Limits

The policyholder must disclose all existing funeral insurance policies covering each life assured. The total funeral cover on any life assured may not exceed the applicable product limits or underwriting caps as determined by the Insurer.

3.5 Prohibition of Policies for Financial Gain

No policy may be taken out or maintained on the life of another person for the primary purpose of financial gain. Benefits payable under this policy are intended to cover funeral

related expenses and are not intended to provide undue financial benefit to the policyholder or any beneficiary.

3.6 Beneficiary Nomination

The policyholder may nominate a beneficiary to receive policy benefits. The nomination of a beneficiary does not create or replace the requirement for a valid insurable interest between the policyholder and the life assured and the beneficiary.

3.7 Insurer Rights

The Insurer reserves the right to decline an application, limit benefits, or cancel or amend a policy where:

- a valid insurable interest does not exist;
- the life assured has not provided consent;
- material information has not been disclosed;
- applicable product limits or underwriting caps have been exceeded; or
- the policy is reasonably considered to have been entered into for purposes inconsistent with the principles of funeral insurance.

3.8 Over-Insurance Controls

The Insurer will implement reasonable measures to detect and prevent over-insurance and may request additional information or documentation from the policyholder and/or the life assured where necessary.

3.9 Accuracy of Information

All information provided by the policyholder and/or the life assured must be true, complete, and accurate. Any misrepresentation or non-disclosure may result in the policy being void, cancelled, or claims being rejected in accordance with applicable law and these Terms and Conditions.

4. UNDERWRITING GUIDELINES

- Pre-existing Conditions, which could cause the death of any insured person will be excluded for a period of 6 (six) or 12 (twelve) months. A pre-existing condition is any medical condition, physical defect, illness, or bodily injury that existed before the start date of a funeral policy, and that causes the death of a Policyholder or beneficiary within 6 months from joining the policy.

- Maximum entry age for Policyholder and his/her spouse is 60 (sixty).

5. WAITING PERIODS

- 3 (three) month general exclusion period for death because of natural causes unless the death is the direct result of an accident.
- 6 (six) month exclusion period for death because of a Pre-existing Condition applicable to Policyholders of Participating Employer groups as defined in the terms and conditions.
- 12 (twelve) month exclusion period for death because of a Pre-existing Condition applicable to individual Policyholders.
- 12 (twelve) month exclusion period for death because of HIV/Aids, applicable to both Policyholders of Participating Employer groups and individual Policyholder.
- 24 (twenty-four) month exclusion period for death because of suicide applicable to both Groups and individual Policyholders.

In addition to the product conditions, the Terms and Conditions of the Insurer apply.

6. CLAIMS

6.1. CLAIMS PROCEDURE

Following an insured event, the beneficiary of insured shall at his/her expense:

Provide the Insurer with a certified copy of the death certificate and proof that he/she was nominated a beneficiary of the deceased.

The benefit to return mortal remains will only be considered for claims within the borders of Namibia if place of death is other than the residential address of the deceased and where benefits are provided for in the insurance plan selected.

All benefits payable shall be paid to the Nominated beneficiary. In the absence of a nominated beneficiary, the parent of a child or the legal spouse will be deemed the nominated beneficiary, failing which the benefit will be payable to the diseased Estate, Funeral home or the participating employer whose receipt shall in every case be a full discharge to the Insurer.

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In the event that no beneficiary can be traced, or there is no participating employer, and payment of the Funeral Home is made by a Family member, payment can be made to the Family member with sufficient proof to be provided that the cost of the Funeral was paid by the Family member, this proof should be in the form of an invoice and receipt from the Funeral home in the name of the Family member.

To qualify for insured benefits, a claim shall be submitted to the Insurer not later than the last day of the sixth (6) month after the incident.

No benefit payable shall carry interest.

The Insurer will not be liable to pay any benefits if the Insured or any Eligible Persons fails to comply with any Policy obligation.

Should a claim arise within the first 12 (twelve) months from the date of inception, the Insurer reserves the right to request a medical certificate or medical history report. The Insurer also reserves the right to request any additional information that may be required to process a claim. The onus is on the beneficiary to obtain and provide information. A claim may be withheld if relevant documentation is not provided.

6.2. CLAIMS SETTLEMENT

Claims will be settled in accordance with the Policyholders' applicable Benefit Schedule upon presentation of the following documentation:

- Completed funeral claim form.
- Certified copy of the Death certificate
- Certified copy of the deceased's ID document
- Proof of insurance cover
- Proof of paid-up premiums
- Proof as nominated beneficiary

6.3. EXCLUSIONS

The Insurer shall not be liable for paying any benefits due to death directly or indirectly caused by related or in consequence of:

- War, invasion, hostilities, civil war, rebellion, revolution, or terrorism.

- Any condition for which an insured person received treatment or advice prior to becoming an insured person under the applicable sections of the policy, unless otherwise stipulated under this policy.

- The use of nuclear, biological, or chemical weapons, or any radioactive contamination.

- Attacks on or sabotage of facilities (for example, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots that lead to the release of radioactivity of nuclear biological or chemical warfare agents.

- Directly or indirectly because of Acquired Immune Deficiency Syndrome (A.I.D.S) or any AIDS-related or HIV infection during the first 12 (twelve) months from the date of commencement of cover.

- Directly because of suicide during the first 24 (twenty-four) months from the date of commencement of cover.

- Misrepresentation, misdescription or non-disclosure of any material fact shall render this Policy voidable.

The benefits are not guaranteed in the failure of any agent or broker to adequately explain the terms, conditions, exemptions, and exclusions of this policy.

7. PRODUCT SCHEDULE

The insurance policy is included in the Benefit Schedule of this Policy document.

7.1. BENEFITS

Benefits are laid out in the Benefit Schedule and are subject to the Terms and Conditions of the Insurer as well as any special Terms and Conditions of the insurance policy.

7.2. PREMIUMS

The premium is due monthly or annually in advance and if it is not received by the Insurer on or before the seventh (7th) day of the month of cover, then this policy shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance.

Where a Policyholder request a debit order deduction on a selected date, and if the payment day falls on a Saturday, Sunday or recognized Namibian Public holiday, the payment day will

automatically be the next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, the Insurer is entitled to track the account for a period of 48 hours and represent the instruction for payment during this 48-hour period.

The maximum contribution charge is for 6 beneficiaries, thus 1 Policyholder with 5 beneficiaries.

The Insurer shall not be obliged to accept any premium tendered to it after an inception date or renewal date, but may do so upon such terms as it, at its sole discretion, may determine.

The Insurer in its sole discretion may allow a freeze of premiums for employer groups in industries directly or indirectly impacted by national and international pandemics. A freeze of contributions may in such instances be allowed for a maximum period of 6 months during which period Insured persons will not have access to any insured benefits and no claims will be paid for medical services with service dates incurred during this period. Pro-ration of benefits will be effective from the first (1st) day of the month in which the premium freeze is effective up to the end of the month of the premium freeze period. The premiums and benefit freeze period will be lifted on the first (1st) day of the month, in which full premiums have been paid. Policyholders will be reactivated on the first (1st) day of the month in which premiums have been received, without any new underwriting restrictions.

The Premium schedule of each insurance policy forms part of the Benefit Schedules as Annexures hereto and may change from time-to-day at the Insurer's discretion.

No claims will be payable if the monthly premium is not paid up to date on or before the 7th day of each month.

8. POLICYHOLDER COVER

8.1. COMMENCEMENT OF COVER

Cover in terms of this policy commences on acceptance of the contract as approved by the Insurer, on the 1st day of the month following acceptance of your application and provided the first premium has been received. Claims originated prior to date of commencement of cover, will not be covered by the Insurer. No policy, regardless of reason, may be backdated to a date earlier than the 1st day of the month following acceptance of your application.

8.2. ANNUAL RENEWAL

At the annual anniversary or renewal of the policy, Premiums, and benefits as stated in the schedule may be amended at the sole discretion of the Insurer.

8.3. CANCELLATIONS OR AMENDMENTS

Either party may give 30 (thirty) calendar days' written notice of amendments or cancellation subject to the Terms and Conditions of the insurance policy selected.

For monthly paid policies, there will be no premium refund for the remainder of the month in which the policy is cancelled.

Claims received after the termination of the insured policy will only be considered provided that the claim relating to the incident is submitted no later than the last day of the 6th (six) month following the incident.

8.4. NOTIFICATION AND REGISTRATION OF ADDITIONAL FAMLIY MEMBERS

A Policyholder who (re)marries or wishes to register a partner or Child after joining the insurance policy, should apply within 30 (thirty) days from the date of marriage or adoption to register the spouse, common law spouse or child as a Beneficiary. Registration will be the 1st (first) day of the month, following the month of registration.

8.5. MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

- Misrepresentation, misdescription or non-disclosure of any material fact or circumstances in connection with this policy, a claim, or the application for this policy may result in this policy being cancelled, a claim rejected, or the policy voided from inception and all premiums forfeited.
- If a benefit has been paid because of any misrepresentation, non-disclosure, misdescription or fraudulent action by an Insured Person or by any person claiming any benefit under this policy, such a person will be required to repay or return the benefit paid. The Insurer shall be entitled to take legal action to recover the benefit and any costs involved.

8.6. FRAUDULENT OR DELIBERATE ACTS

The Insurer will terminate the contract and reject the claim if:

- Any claim under this policy is in any respect fraudulent.
- It was found that fraudulent means or false information was used to benefit from the cover granted.
- The insured person allows anyone acting on his behalf to provide false information to obtain a benefit. Or

- The insured person deliberately and willfully conspires to cause, aggravate or accelerate the illness or accident that gave rise to a claim.
- The Insurer will make no refunds for premiums already paid and may initiate legal proceedings against the defrauding party.

8.7. WITHDRAWAL OF COVER

The Insurer may declare a policy or any part of it invalid in the event of any essential facts affecting the insurance not being disclosed or being misrepresented by the Insured, or in the event where premiums were not paid on or before the 7th day or the month of cover.

8.8. RISK RATE

The Insurer may amend the policy, premiums, and benefits of a Policyholder when the risk of such Policyholder increases, without the written consent of the premium payer.

8.9. GENERAL

The policy does not acquire any paid-up value or surrender value.

The table of benefits and insured rate applies in the area of cover.

The Policyholder shall submit claims to the Insurer within 6 (six) months of occurrence of incident. Failing to submit claims within the prescribed period will result in forfeiting benefits under this Policy in respect of such claim.

The Insurer reserves the right to alter the terms and conditions of this policy if it is necessary to do so to comply with any changes in legislation of NAMFISA.

The Insurer reserves the right to cancel the cover and declare all premiums paid as forfeited, should there be evidence of, or an attempted submission of a fictional claim, fraud, or misrepresentation.

Pre-existing conditions will be excluded for a period as determined by the Insurer.

Annual benefit and premium reviews are done at the end of each benefit year and premiums increased at the beginning of each benefit year, without the written consent of the premium payer. These reviews exclude the risk rating.

The Insurers' liability is conditional on the Policyholder claiming the benefit and keeping to the policy Terms and Conditions.

The Insurer shall not be liable for the failure of a broker or agent to adequately explain the Terms and Conditions of the policy and the Terms and Conditions of the Insurer, and each policy schedule will serve as guidelines for payment of benefits and collection of premiums.

9. INDEMNITY OF THE INSURED

In consideration of the insured having paid the agreed premium to the Insurer and subject to the terms, conditions, and exclusions herein, the Insurer hereby undertakes to pay upon the death of the Insured, to the Beneficiary or the estate of the Insured the funeral benefit of the Insured.

10. INDEMNITY TO THE INSURER

Neither the Insurer nor any employee, Broker/Agent or Consultant shall be liable for any damage caused by any act, advice, or negligence or otherwise.