

# ECOSURE FUNERAL PLAN POLICY TERMS AND CONDITIONS



### **Underwritten by Lesotho National Life Assurance Company Limited**

#### **INTRODUCING YOUR POLICY**

This document sets out the terms and conditions of the EcoSure Funeral Plan offered by The Lesotho National Life Assurance Company (LNLAC) to Econet subscribers. Please read and fully understand each clause set out in these terms and conditions.

These terms and conditions can be changed at the LNLAC's sole discretion subject to sixty (60) days' notice to the main insured person. LNLAC will notify the main insured person by SMS of any amendments to these terms and conditions and ensure that they are available at all Econet customer service touch points and on the official Econet website. Any main insured person who does not accept the changes to the terms and conditions of this agreement shall notify LNLAC in writing within thirty (30) days of posting of the amendments at Econet customer touch

When an Econet subscriber registers for the EcoSure Groups Funeral plan, the subscriber must know and fully understand the terms and conditions set out in this

points, and such notification shall be deemed to constitute termination of this insurance policy with effect from the date on which the new amendments take effect.

document. Confirmation of registration means that the Econet subscriber agrees to abide and be bound by these Terms and Conditions in respect to the EcoSure Groups Funeral Plan.

#### THE PARTIES TO THIS POLICY

The policy is a legal contract between you and Lesotho National Life Assurance Company. Only you have rights under this policy.

• 'We', 'us' and 'our' refer to Lesotho National Life Assurance Company, registration number I95/267. LNLAC is a registered insurance company and an authorised

Financial Services Provider. - 'You' and 'your' refer to the main insured person who is the owner of this policy.

### **KEY DEFINITIONS USED IN THIS POLICY**

We have given a specific meaning to certain words. These words appear in italics. The glossary at the end of this document gives the definitions that have the same meaning anywhere in this policy. Certain definitions only apply to a specific benefit section and will appear at the end of each benefit section.

#### The most common definitions used in this policy are below.

- 'policyholder' refers to you, the owner of the policy and the main insured person.
- 'insured person' refers to a person that meets the conditions for eligibility.

### • 'main insured person' refers to the person who we accepted as the main insured person.

• The plural of these words is used where appropriate.

**HOW TO READ THIS POLICY** 

- The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.
- When we refer to a specific section of this policy, the reference will include the name of the heading. Days refer to ordinary calendar days,
- including weekends and public holidays. Month means a calendar month excluding the first day, including the last day and including weekends and public holidays.
- Words which refer to natural persons will also refer to legal persons. 'He', 'him' and 'his' refers to a male or female.

#### YOUR POLICY

This policy is a legal contract between you and us and includes your registration and the policy wording.

The registration is where you asked us to cover all the insured persons under this policy, and where you gave us permission to collect the monthly premium.

- The registration is through the elected group representatives. • If you make any changes or additions to the policy after the policy start date, the physical form you completed when you made the changes
- will also be part of this policy.
- The policy wording includes the general terms and conditions and the benefits as explained below:
- The general terms and conditions include all the terms, conditions and exclusions that apply to all the benefits. • The benefits set out the terms and conditions specific to the selected benefit.

The policy wording makes up your policy documentation. You must carefully read these documents together. Make sure you understand what you are covered for as well as what your responsibilities are. If you do not keep to the terms of this policy, it may result in us not paying a claim or cancelling your policy.

We are not bound by any changes unless we have agreed to them in writing and have included them into this policy by issuing you with a new policy wording or policy schedule. This policy

document replaces all previous policy documents. The policy document will always be the final determining factor in the event of any disagreement around meaning or interpretation.

### A. POLICY PACKAGES, BENEFITS AND PREMIUMS

#### There are four policy packages options that will be available to group members:

Policy Package	Sum Assured	Monthly Premium	
<b>EcoSure Lite</b>	M10,000.00	M15.00	
EcoSure Basic	M30,000.00	M30.00	
EcoSure Standar	M45,000.00	M45.00	
<b>EcoSure Premium</b>	M50,000.00	M75.00	

### **B. GROUP COVER**

- Each Group member will nominate a beneficiary who must be an individual or Funeral service provider
- Claim payments will not be made to the group, society or employer • Group members will be on the same package
- Group Cover allows main insured persons to register their insured persons. All insured persons shall be on the same currency and package as the main insured person.
- The premium is paid per head and is the same irrespective of the insured person's age.
- A Group member can be covered by only one Burial Society/Group. • Should it be later discovered that a member is registered by another Burial Society/Group, claims shall be paid for the policy registered first only and Premiums paid
- for any latter Burial Societies shall be forfeited. • A person can only be covered up to maximum three times, separately under the following categories: (1) Individual Policy where a person is covered once as MAIN LIFE
- INSURED, (2) as a DEPENDANT of the main life insured on a different Individual Policy, (3) Burial society/group member as the MAIN LIFE INSURED. • A person can only be covered for up to M150 000 across all policies, @ maximum three different policy categories above.
- The cover that can be bought for certain insured persons will be limited as follows:
- M30 000 for insured persons older than 5 years but younger than 14 years old, and • M10 000 for insured persons 5 years old or younger.

### C. EXCLUSIONS

- Exclusions mean instances where we will not be obliged to pay out a claim where an insured person dies as a result of the following excluded activities: o Death due to natural causes occurring within six months (waiting period) of the benefit start date of the policy of the insured person. For main insured persons registered on the
- Premium Package, the benefit payable upon death due to natural causes shall be paid as follows:

Time of Death from Policy Start Date	0 to 6 Months	6 to 12 Months	After 12 Months
Maximum Benefit Payable	M0	M30 000	M50 000

- Suicide.
- War, insurrection or civil commotion.
- Epidemics as defined and declared by the World Health Organisation standards.
- A claim for a person who does not qualify for cover under this agreement.
- A fraudulent or dishonest claim.

### **D. REGISTRATION**

- EcoSure Funeral Plan provides cover for funeral expenses in the event of the death of an insured person.
- To register for the EcoSure Funeral Plan, the main insured person must be at least 18 years old but younger than 70. To register a group as an EcoSure Burial Society the following requirements must be met:
- Elect a committee made up of a Chairperson, Secretary and Treasurer
- The minimum membership shall be 10 people. There is no maximum number of members.
- Provide completed and fully signed: - EcoSure Burial Society Application Form
- EcoCash Merchant Code Application Form Attach
- Certified ID copies of each executive member
- Provide a database of the Group/Burial Society members. The database must contain the following information in full of all members:
- Surname
- ID Number or Birth Entry Number for minors - Date of Birth
- Gender
- Preferred EcoSure Package - Mobile Number
- Signature indicating consent to join to Burial Society/Group • Members with incomplete details will be considered unsuccessfully registered.
- E. POLICY START DATE AND PERIOD OF INSURANCE

- The EcoSure Group Funeral Plan is effective as of the policy start date.
- The policy start date is calculated as follows:
- If a main insured person registers between the 1st day of the month and the 10th day of the month (inclusive), the policy start date shall be a date in that same month on which the first premium is successfully deducted.
- If the main insured person registers between the 11th day of the month and the end of that month, the policy start date will be the 1st day of the following month. • The first premium shall be made using merchant to merchant transfer from the group's account to EcoSure
- Following the first premium payment, the Premium Payment Date shall fall between the 1st day and the 10th day of each month.
- Cover lasts for one calendar month from each Premium Payment Date.
- The policy is renewable by monthly payment by the group or any other means as agreed upon with us.
- Attempts will be made to collect the premium every day, every hour between 1st and last day of the month.
- A group may cancel the policy by giving 30 days' notice at an Econet Service Centre with proof of identification.
- The policy is terminated on the death of the main insured person: (if remaining dependents are not willing to continue with cover), cancellation by the main insured
- person, lapse of cover and/any other arrangement agreed between the main insured person and us.

### F. CHANGES IN PACKAGES

- If the main insured person elects to increase his/her cover, to any package other than the policy package, the benefits will be paid as follows:
- If death is by natural causes the previous cover level will be in force for six months after which the new cover level will take effect;

• If the main insured person elects to increase his/her cover from any package to the policy package, the benefits will be paid as follows

- If death is by accident the new cover level will take effect immediately and any claim will be payable as per the new cover level. • If the main insured person elects to decrease his/her cover, the new cover level takes effect immediately regardless of whether death is by accident or natural cause. If death is by natural causes the benefits shall be payable as follows:

Time of Death from Policy Start Date	0 to 6 Months	6 to 9 Months	After 9 Months
Maximum Benefit Payable	According to previous Package	M15 000	M25 000

• If death is by accident the new cover level will take effect immediately and any claim will be payable as per the new cover level.

### **G. PREMIUM PAYMENT**

- Cover is for funeral expenses provided the premiums are paid in accordance with the rules below:
- The first premium is due upon registration, while the premiums that follow thereafter are due between the 1st and the 10th day of each month.
- Premiums will be paid via the EcoSure merchant account
- The exact premium amount must be paid. Part payments are not possible.
- There will be no claim settlement if the policy has lapsed. • The Grace Period for this policy is a maximum of ten (10) days from the due date within which the premium should be paid after which the policy will automatically lapse.

### H. LAPSE AND REINSTATEMENT OF COVER

- The policy will lapse on the 10th day after the Premium Due Date if the premium is not paid by the foretasted date.
- A lapsed policy can be reinstated upon payment of the premium. Where a policy is reinstated no claim shall be paid for death by natural causes for each month the policy was lapsed up to a maximum of six months following the reinstatement of the policy.
- The policy shall not have a surrender value.

### I. NOTICE PERIOD FOR PREMIUM INCREASE

• Sixty (60) days' notice will be given by us for any increases in premium

#### J. MISREPRESENTATION AND FRAUD

- Any misrepresentation or non-disclosure of a material information by the insured person may result in the policy being cancelled, a claim rejected or the policy being voided from inception without any refund of premiums.
- Any fraudulent act used to obtain any benefit by a beneficiary under the policy may render the policy cancelled or void from inception and any claim or premiums paid in such event will be forfeited.

### K. CHANGES IN THE POLICY

- Any changes to the policy must be done at an Econet Service Centre with proof of identification.
- Such changes are limited to:
- Change of mobile number; and
- Corrections of any personal details on the policy • There can be no change in the identity of the insured person on a given policy other than official changes in name in accordance with the laws of Lesotho.
- A cancelled policy can never be reinstated. An applicant will have to make a new application for a new policy.

#### L. BENEFICIARY

- red person can only appoint three (3) beneficiaries. A principal beneficiary who shall receive the death benefit upon the insured person's death and ar alternate beneficiary who is the second-choice person the main insured person nominates to receive the benefits of the policy in the event that the principal beneficiary
- is incapacitated or has died or a funeral service provider registered with EcoSure
- The beneficiary could only be an individual except in a case of funeral service provider • No provision in any will or testament will have the effect of varying the beneficiary appointed in the policy.
- If the principal beneficiary has died, the death benefit will be paid to the alternate beneficiary selected by the main insured person.
- If both principal and alternate beneficiaries have died or where the main insured person did not appoint any beneficiary, the death benefit will be paid to the insured person's surviving spouse on submission of a Marriage Certificate and ID.
- If the insured person does not have a surviving spouse the death benefit will be paid to a beneficiary nominated per the instruction from District Administrator's office • If the beneficiary selected is an individual and is under the age of 18 the proceeds of the claim will be paid per the instruction from the Office of the Master of the High
- The insured person can not be a beneficiary on more than two policies in a group and/or across group policies

### M. INDEMNITY

beneficiary to prove the contrary. N. CLAIMS PROCEDURE

• If we claim that the payment is not due and payable by virtue of the exclusions or non-compliance with any of the terms and conditions stated herein, onus shall be on the

• Upon the death of an insured person, we will pay the amounts stated in section A to a beneficiary, but subject to the exclusions and conditions in this policy.

- A claim must be presented as soon as possible from the date of any insured person's death. A claim will be paid into the beneficiary's bank account or to the preferred funeral service provider (registered with EcoSure)
- · A claim will be submitted through Econet Service Centres only. • We must be notified that a claim is being made as soon as reasonably possible after the death of an insured person but in any event no later than 180 (one hundred and
- eighty) days from date of death. • In addition to a fully completed Econet Death Claim form, certified copies of the following documents must be provided at Econet Service Centres Econet:
- Death Certificate;
- Mortuary Certificate; - Medical Certificate of the Cause of Death (if the deceased died in hospital); Letter by the village chief (if died at home)
- Police Report (in the case of unnatural causes of death); Deceased's proof identity;
- Beneficiary's proof of identity; - Beneficiary's banking details; or
- Beneficiary's contact cell number.
- The claim pay-out will be within 72 (seventy-two) hours after submission of all documents • In the event of death of an insured person, the benefit is paid to the main insured person.
- In the event the main insured person dies, the insured persons may be transferred to another main insured person as advised by beneficiary and after consultations with new main insured person failure of which the insured person's cover will lapse. Any premiums paid in advance by the deceased main insured person in respect of the
- insured persons shall be reimbursed and paid to the beneficiary.

### O. REPUDIATION OF CLAIMS, CONFLICT AND DISPUTE

- In the event of repudiation by us of a claim or portion of a claim hereunder, (and after receiving a written objection from the beneficiary within thirty (30) days after such repudiation) the decision shall be reviewed by an appraiser. The appraiser's view will not be binding on us but may serve as a basis for a reappraisal of the decision to repudiate.
- In the event of the beneficiary not agreeing with our reappraisal, the beneficiary will notify us in writing within thirty (30) days. • Thereafter the matter shall be referred to arbitration by us in terms of the relevant legislation, within a period of sixty (60) days.

### P. COMMUNICATIONS

• We are entitled to address any written communication in the manner it deems most expedient by SMS or through other means such as the Econet website (www.etl.co.ls) or social medial pages.

### Q. LIMIT OF INDEMNITY

- Any claim brought by the beneficiary as a result of the EcoSure Funeral Plan for whatever reason shall be limited to the benefit the insured person is entitled to in terms of
- their policy and these terms and conditions. • The insured person may benefit from EcoSure Funeral Plan as long as we continue to offer the EcoSure Funeral Plan to the insured person. Any claims made after the discontinuance of EcoSure Funeral Plan for whatever reason shall not be valid. We shall pay-out all claims that meet the terms and conditions and are submitted no later than 180 days after discontinuance of EcoSure Funeral Plan.

### R. WHOLE AGREEMENT

- These Terms and Conditions shall constitute the sole agreement between us and the insured person.
- No contrary representations or agreement to amend the Terms and Conditions shall be of any force or effect unless reduced to writing and signed by someone specifically authorized thereto in writing by us.

## S. GLOSSARY OF DEFINED TERMS

Claimant The person who has told us about a claim and whose claim was accepted by us.

person, Sponsor, and/ or beneficiary.

- Appraiser Means an insurance expert engaged by us to review any repudiated claim, conflict or dispute. Beneficiary A person that you chose to receive an insured person's benefits on the death of the insured person. This is known as nominating a Principal Beneficiary A person that is your first-choice person which you nominate to receive the benefits in the event of an insured person's death.
- beneficiary is incapacitated or has died. Benefit amount Means the amount of money that will be paid out to a beneficiary in the event of the death of an insured person. Benefit premium The monthly cost of the selected benefits on this policy for each insured person.

Alternative Beneficiary A person that is your second-choice person which you nominate to receive the benefits in the event that the principal

Benefit start Date The benefit start date for each insured person or benefit may be different. This is the date when an insured person's cover for a Child Will mean an unmarried, financially dependent child of the main insured person or spouse, who has not yet attained the age of 21, and will include: - a biological child, a posthumous child and a grandchild - a stepchild, a legally fostered child and an adopted child.

Claim A request for a benefit pay-out done by a beneficiary and or his representative or guardian in the event of the death of the insured person.

- While the main insured person or spouse is eligible for cover under this policy, the age may (at our discretion), be extended to age 25 in respect of: - an unmarried child who is a full-time student at a registered educational institution; and - an unmarried, financially dependent child of the main insured person or spouse who is mentally disabled or permanently, totally or physically disabled.
- Cover Means a promise made under this policy by us to pay a specified amount of money under the Ecosure Funeral Plan, in return for a premium. Death by accident Means an unforeseeable event that occurs after the benefit start date and which, in a violent, external and visible manner, endently of any other cause, directly results in the death of the insured person.
- **Death by natural causes** Means a death that is primarily attributed to an illness or an internal malfunction of the body not directly influenced by ternal forces such as accident or homicide, but excluding the exclusions set out in these terms and conditions. will automatically increase the premium (if applicable); and - may make changes to the policy conditions Ecocash Wallet or Econet Airtime Balance Means an electronic wallet held with Econet Telecom Lesotho (Ptv) Ltd the name of the insured
- Econet Micro Insurance System Means the system which manages the Econet insurance services **Econet Agent** Means an entity and/or individual registered by us to assist in submission of claims. Ecosure Funeral Plan Means a funeral assurance cover that entitles a promised amount determined by the policy package to be paid out in the
- Insured person/s Refers to the person who meets the conditions for eligibility and a person whom the main insured person has a legal duty to
- support, such as: - Biological or legally adopted children;
- Grand Children Biological parents

- Main insured person Refers to the individual Ecosure Funeral Plan applicant, Main insured persons must be 18 years or older but younger than 70 years to qualify to register for a policy. Material information Information that affects our decision to cover an insured person on the terms and conditions in this policy.
- Parent Includes the parent of the main insured person and/or spouse where the main insured person and/or spouse is a biological child, a stepchild, a legally fostered child or an adopted child of the parent Period of insurance Means the period between the policy start date or the benefit start date and the date when the policy ends, subject to the receipt of your monthly premium. Cover is active for one month and is renewable with each subsequent premium pay Policy Means this Ecosure Funeral Plan contract between us and the main insured person, which determines the claim which we are
- Policy number Means the unique number generated by the Econet Microinsurance System and may be the main insured person's unique mobile number. The main insured person's policy number may be quoted in all correspondence pertaining to the insured person's

Policy cancellation Means the withdrawal and/or termination of a policy by us or by the main insured person.

- Policy package Means the Ecosure Funeral Plan options available for selection by a main insured person for himself and/or insured Policyholder Refers to you, the owner of this policy. The policyholder is also the main insured person Policy review date The month on which we will review your policy every year, as set out in the policy schedule. This is the date on
- The policy start date will be the later of: - the first of the month during which we received the first total premium; and

Policy start date The date cover for the main insured person begins under this policy

legally required to pay in the event of an insured person's death,

- the date that we agree to restart this policy. Premium Means the amount that the main insured person is required to pay every month or at any other frequency specified under the
- policy to maintain the policy. The premium is paid through automatic deduction from the main insured person's Econet Airtime Balance Premium collection date The day in each month, on which the main insured person agreed for us to collect the premium as:
- a debit to the main person insured's Econet Airtime Balance; or any other means as agreed upon with us. Spouse A person who is the permanent life spouse by marriage to the main insured person
- Waiting period This is the period during which we will not pay any claims if an insured person died because of suicide, attempted
- suicide, self-inflicted injury or natural causes. The waiting period begins from the benefit start date of each insured person. Insured event Is something that happens to an insured person under this policy that results in us paying out a claim. This is death by accident or Us / We / Our Refers to Lesotho National Life Assurance Company (LNLAC), with registration number I95/267