

Financial Services Provider and Intermediary

Barko Financial Services (Pty) Ltd

Registration Number: 1999/022139/07

FSP Number: 45614

Cell Number: 00139

Menlyn Woods Office Park, 291 Sprite Avenue, Faerie Glen,

Pretoria, Gauteng, 0081

P.O. Box 37004, Faerie Glen, Pretoria, Gauteng, 0043

E-mail: funeral@barko.co.za

Tel Number: (013) 235 1030 / 064 870 5327

Underwritten By

Guardrisk Life Limited

A licensed life insurer and an authorised Financial Services Provider

Registration Number: 1999/013922/06

FSP Number: 76

The Marc, 129 Rivonia Road, 2nd Tower, Sandton, 2196

P.O. Box 786015, Sandton, 2146

E-mail: info@guardrisk.co.za

Tel Number: (011) 669-1000

A. Application

1. Barko Family Premium Funeral Policy Details (The Policy)

Policy Number		Policy Status	
Premium Frequency	Monthly	Endorsement Reasons	
Issue Date		Inception Date	
Commencement Date (6 months waiting period)		Version	MR_10_23_01

2. Product Details

Particulars	Monthly Premium	Cover
Main Member between the ages of 18 and 59	R70.00	R30 000.00
Main Member between the ages of 60 and 70	R150.00	R30 000.00
Stillborn	R0.00	R2 000.00
Family Member between the ages of 0 and 25	R20.00	R20 000.00
Family Member between the ages of 26 and 59	R90.00	R20 000.00
Family Member between the ages of 60 and 70	R180.00	R20 000.00

3. Policyholder Details

Address: The Policyholder nominates to receive all documentation, legal notices, their Policy and Debit Order Mandate via SMS to _____ . The Policyholder nominates to receive all communications between themselves and Barko Financial Services (Pty) Ltd, including but not limited to Claims, Repudiations, and default payments via SMS to _____ .

Full names and Surname		Identity Number	
Title		Married	
Gender		Date of Birth	
Home Address		Work Address	
Cellphone Number		Telephone Number (work)	
Alternative Contact Number		E-Mail Address	

4. Main Member Details

Full names and Surname		Identity Number	
The Policyholder and Main Member are the same person		Relationship to Policyholder (if Policyholder and Main Member is not the same Person)	
Title		Married	
Gender		Date of Birth	
Home Address		Work Address	
Cellphone Number		Telephone Number (work)	
Alternative Contact Number		E-Mail Address	
Main Member Issue Date		Main Member Inception Date	
Main Member Commencement Date		Main Member Particulars	Different age groups identified for MM
Main Member Premium		Main Member Cover	

5. Family Member(s) Details (nominate up to 13 Family Members)

Family Member Number	Family Member 1	Relationship to the Policyholder	
Full names and Surname		Identity Number	

Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 2	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 3	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 4	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 5	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 6	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 7	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	

Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 8	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 9	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 10	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 11	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 12	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	
Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

Family Member Number	Family Member 13	Relationship to the Policyholder	
Full names and Surname		Identity Number	
Gender		Date of Birth	
Cellphone Number		E-Mail Address	

Family Member Issue Date		Family Member Inception Date	
Family Member Commencement Date		Family Member Particulars	Different age groups identified for MM
Family Member Premium		Family Member Cover	

6. **Beneficiary Details (Nominate up to 3 Beneficiaries)**

Beneficiary Number	Beneficiary 1	Full names and Surname	
Identity Number		Relationship to Policyholder	
Title		Married	
Gender		Date of Birth	
Home Address		Work Address	
Cellphone Number		Telephone Number (work)	
Alternative Contact Number		E-Mail Address	

Beneficiary Number	Beneficiary 2	Full names and Surname	
Identity Number		Relationship to Policyholder	
Title		Married	
Gender		Date of Birth	
Home Address		Work Address	
Cellphone Number		Telephone Number (work)	
Alternative Contact Number		E-Mail Address	

Beneficiary Number	Beneficiary 3	Full names and Surname	
Identity Number		Relationship to Policyholder	
Title		Married	
Gender		Date of Birth	
Home Address		Work Address	
Cellphone Number		Telephone Number (work)	
Alternative Contact Number		E-Mail Address	

7. **Next of Kin Details (only to be contacted if the Policyholder is not reachable)**

Full names		Surname	
Cellphone Number		E-Mail Address	

8. **Affordability**

The Policyholder confirms that if they have more than 3 (three) funeral Policies with identical or similar benefits as well as same covered family Member(s), this Policy will only be issued after a Representative of Barko Financial Services (Pty) Ltd has telephonically contacted them and advised them on the risks and responsibilities. The Policyholder confirms they will have sufficient funds to pay for this Policy monthly. The Policyholder ensures that this Policy serves their needs, that they decide to take out this Policy, and that it is affordable. The Policyholder confirms that the agent requested their income and expenses, completed electronically.

9. **Premiums**

Number	Main Member/Family Member(s)	Full Names and Surname	Monthly Premium	Cover
1	Main Member			R30 000.00
2	Family Member 1			R20 000.00
3	Family Member 2			R20 000.00
4	Family Member 3			R20 000.00
5	Family Member 4			R20 000.00
6	Family Member 5			R20 000.00
7	Family Member 6			R20 000.00
8	Family Member 7			R20 000.00
9	Family Member 8			R20 000.00
10	Family Member 9			R20 000.00
11	Family Member 10			R20 000.00
12	Family Member 11			R20 000.00

13	Family Member 12		R20 000.00
14	Family Member 13		R20 000.00

10. **Declarations**

The product is underwritten by Guardrisk Life Limited, FSP 76 and administered by Barko Financial Services (Pty) Ltd, FSP 45614. The Policyholder understands that this product is offered to them on a NON-ADVICE BASIS and that should they need to, they may contact Barko Financial Services (Pty) Ltd's Funeral Insurance Department for advice and assistance. The Policyholder declares that the information above is true and correct to their knowledge and belief. The Policyholder understands and agrees that any wilful misrepresentation in this application form will invalidate any benefit under this Policy. The Policyholder declares that they have read and understood the terms and conditions attached to this Policy, understand the meaning and effect, and undertake to abide and be bound by the terms and conditions of the Policy. The Policyholder confirms that they will receive their Member Certificate and Policy electronically. The Policyholder confirms that Barko Financial Services (Pty) Ltd and Guardrisk Life Limited or their duly appointed Representative shall not be liable for any amount until they have accepted this Application and this Policy is in force.

The Policyholder declares that:

- they can afford this product.
- this product is suitable for their needs.
- the product was clearly explained to them.
- they understand the benefits, the Waiting Periods, and Exclusions as well as the responsibilities of the product.

The Policyholder declares that they know how to do the following:

- Cancel the Policy
- Upgrade the Policy
- Lodge a Complaint
- Submit a Claim
- Add/Remove a Family Member
- Nominate a Beneficiary
- Nominate a Next of Kin
- Request Advice
- Retrieve their Policy documentation sent by SMS

11. **General and Special Personal Information**

The Policyholder gives their Consent to Barko to conduct the following regarding their general Personal Information:

- 11.1 To obtain their credit profile from any registered Credit Bureau.
- 11.2 To confirm their employment with their employer.
- 11.3 To validate their identity with the Department of Home Affairs or any other authorised registered authority.
- 11.4 To investigate their latest salary slip and/or bank statements and to compare these documents with their declared income and expenses.
- 11.5 To capture and process the required personal information received from the Policyholder.
- 11.6 To record all verbal telephonic communications for record purposes.
- 11.7 To use their electronic acceptance of their DebiCheck Debit Order Mandate as the acceptance of the Policy Terms and Conditions and signature.
- 11.8 To use their verbal acceptance of their DebiCheck Debit Order Mandate as the acceptance of the Policy Terms and Conditions and signature.

The Policyholder further acknowledges that they were verbally informed that their fingerprint would be used as an electronic signature and that their fingerprint (biometric information) is classified as Special Personal Information in terms of the Protection of Personal Information Act, 4 of 2013 as amended. The Policyholder expressly consents to the use of their biometric information (fingerprint) as an electronic signature and understands that they are required to sign the Policy and Debit Order Mandate in terms of Section 15 of the Financial Advisory and Intermediary Services Act 37 of 2002 as amended, read together with the Electronic Communications and Transactions Act 25 of 2002, as amended.

12. **The Policy and acceptance of Terms and Conditions**

12.1 Barko Branch Sales

Barko confirms that the Policyholder is required to follow the below process when purchasing a Policy at any Barko Branch. The Policyholder is required to visit a Barko branch to purchase a Policy. The Policyholder acknowledges that the application process will be conducted verbally, and they are the only person with the right to accept the Policy Terms and Conditions, including the Debit Order Mandate. The Policy Terms and Conditions are explained verbally to the Policyholder, and the Policyholder is required to accept the Policy Terms and Conditions, including the Debit Order Mandate, electronically.

12.1.1 *Fingerprint Scanner*

- 12.1.1.1 The Policyholder will be required to electronically sign the Policy and Debit Order Mandate by affixing their fingerprint on a fingerprint scanner.
- 12.1.1.2 The Policyholder was verbally informed that by affixing their fingerprint on a fingerprint scanner, they would be deemed to have affixed their signature to the Policy and Debit Order Mandate.
- 12.1.1.3 The Policy Terms and Conditions, including the Debit Order Mandate, will legally bind them.
- 12.1.1.4 The Policy and Debit Order Mandate, which will be sent to the Policyholder electronically within 24 (twenty-four) hours after they have electronically accepted the Policy Terms and Conditions, including the Debit Order Mandate, will serve as a written confirmation of the Policyholder's electronic acceptance.

12.1.2 *DebiCheck Debit Order Mandate*

The Policyholder will be required to accept their Debit Order Mandate on one of the following platforms electronically:

- 12.1.2.1 A USSD communication on their nominated devices.
- 12.1.2.2 An SMS communication on their nominated devices.
- 12.1.2.3 An application approval on their banking application.
- 12.1.2.4 An ATM of their Bank Branch, or
- 12.1.2.5 At their Bank Branch

The Policyholder was verbally informed that by electronically accepting their Debit Order Mandate as set out above, they would be deemed to have affixed their signature to the Policy and Mandate. The Policy Terms and Conditions, including the Debit Order Mandate, will legally bind them. The Policy and Mandate, which will be sent to the Policyholder electronically within 24 (twenty-four) hours after they have electronically accepted the Debit Order Mandate, will serve as a written confirmation of the Policyholder's electronic acceptance.

12.1.3 *Verbal Acceptance (RMS Debit Order)*

- 12.1.3.1 The parties agree that if the Policyholder is unable to accept their DebiCheck Mandate in terms of Clause 12.1.2 above, the Policyholder will be telephonically contacted, and the Policyholder will be verbally informed about the Terms and Conditions of the Policy.
- 12.1.3.2 The Policyholder will be required to verbally accept the Policy Terms and Conditions, including the Debit Order Mandate, and the verbal conversation will be recorded for record purposes.
- 12.1.3.3 The Policyholder was verbally informed that by verbally accepting their Policy Terms and Conditions, including the Debit Order Mandate as set out above, they will be deemed to have affixed their signature to the Policy and Mandate.
- 12.1.3.4 The Policy Terms and Conditions, including the Debit Order Mandate, will legally bind them.
- 12.1.3.5 The Policy and Mandate, which will be sent to the Policyholder electronically within 24 (twenty-four) hours after they have verbally accepted the Policy Terms and Conditions, including the Debit Order Mandate, will serve as a written confirmation of the Policyholder's electronic acceptance.

12.2 Telephonic Sales

Barco confirms that the Policyholder is required to follow the below process when purchasing a Policy telephonically. The Policyholder is required to follow any of the following steps:

- Send a WhatsApp to the Funeral Insurance Department and request a callback.
- Send an SMS to the Communications Department and request a callback.
- Send an e-mail to the funeral department and request a callback.
- Send an e-mail to the Communications Department and request a callback.
- Phone the Funeral Insurance Department.
- Phone the Communications Department.

The Policyholder acknowledges that the application process will be conducted verbally, and they are the only person with the right to accept the Policy Terms and Conditions, including the Debit Order Mandate. The Policy Terms and Conditions are explained verbally to the Policyholder, and the Policyholder is required to accept the Policy Terms and Conditions, including the Debit Order Mandate, electronically.

12.2.1 *Verbal Acceptance*

- 12.2.1.1 The Policyholder will be required to verbally accept the Policy Terms and Conditions, including the Debit Order Mandate, and the verbal conversation will be recorded for record purposes and which record will be made available to you upon request.
- 12.2.1.2 The Policyholder was verbally informed that by verbally accepting their Policy Terms and Conditions, including the Debit Order Mandate as set out above, they will be deemed to have affixed their signature to the Policy and Mandate.
- 12.2.1.3 The Policy Terms and Conditions, including the Debit Order Mandate, will legally bind them.

12.2.1.4 The Policy and Mandate, which will be sent to the Policyholder electronically within 24 (twenty-four) hours after they have verbally accepted the Policy Terms and Conditions, including the Debit Order Mandate, will serve as a written confirmation of the Policyholder's electronic acceptance.

12.2.2 *DebiCheck Debit Order Mandate*

- 12.2.2.1 The Policyholder will be required to accept their Debit Order Mandate on one of the following platforms electronically.
- 12.2.2.2 A USSD communication on their nominated devices.
- 12.2.2.3 An SMS communication on their nominated devices.
- 12.2.2.4 An application approval on their banking application.
- 12.2.2.5 An ATM of their Bank Branch, or
- 12.2.2.6 At their Bank Branch.

12.2.3 *RMS Debit Order Mandate*

The parties agree that if the Policyholder is unable to accept their DebiCheck Mandate in terms of Clause 12.2.2 above, Barko will load an RMS Debit Order on the nominated Bank Account of the Policyholder in terms of the verbal consent given in Clause 12.2.1 above.

B. TERMS AND CONDITIONS

1. Definitions

1.1 In this Policy, unless inconsistent with or otherwise indicated by the context, the following words and expressions shall have the meanings as indicated below:

Words or Expressions	Meanings
Accident/Accidental	Means the sudden, unforeseen, and uncertain event, which could not reasonably be expected to occur, which is caused by violent, external, physical and visible means at an identifiable time and place, resulting directly and independently of any other cause, in Bodily Injury.
Accidental Death	Means Bodily Injury which (directly and independently of any other cause) results in the death of the Insured and shall exclude Natural Death.
Applicable Laws	Means the Insurance Act 18 of 2017, the Long-term Insurance Act 52 of 1998, the Policyholder Protection Rules (Long-term Insurance) 2017, the Protection of Personal Information Act 4 of 2013 as amended and any other legislation relating to or regulating the protection or processing of data of Personal Information, direct marketing or unsolicited electronic communications and which may be applicable in the Republic of South Africa from time-to-time.
Age	Means the current age of the Policyholder, Main Member or Family Member(s) on either the Issue Date or when the Main Member/Family Member(s) are included in the Policy. In essence, it signifies the age of the Main Member/Family Member(s) at the exact moment of the Issue Date or the date they were included in the Policy.
Beneficiary	<p>Means the person in respect of whom the Insurer shall meet the Policy benefits on the death of the Policyholder if the Policyholder and Main Member are the same person.</p> <p>The nominated hierarchy allows 3 (three) people to be nominated as Beneficiaries. The Beneficiaries are not covered in the Policy unless they are also included under the Policy as Family Members.</p> <p>The benefit will be paid to Beneficiary 1 (one) if the Policyholder passes away. If Beneficiary 1 (one) is no longer alive or cannot be traced, the benefit will be paid to Beneficiary 2 (two). If Beneficiary 2 (two) is no longer alive or cannot be traced, the benefit will be paid to Beneficiary 3 (three). Only 1 (one) Beneficiary will be paid out at any time on the death of the Policyholder if the Policyholder and the Main Member are the same person.</p> <p>Where a Beneficiary was not nominated, the benefit will be paid to the Spouse or blood relative of the Policyholder, who is responsible for paying the funeral costs and can provide evidence thereof to the satisfaction of Barko.</p>
Barko	Means Barko Financial Services (Pty) Ltd, the Financial Services Provider, Intermediary and Administrator with registration number 1999/022139/07, an authorised Financial Services Provider with FSP no 45614.
Bodily Injury	Means identifiable physical bodily injury to an Insured caused by an accident. Bodily injury shall also be deemed to include death by starvation, thirst and/or exposure to the elements.
Business Days	Means a day which is not a Saturday, Sunday or South African public holiday.
Cancellation of Policy	<p>Means that the Policy for which all benefits to the Policyholder cease due to the following reasons:</p> <ul style="list-style-type: none"> a) Cancellation of the Policy by the Policyholder during the cooling-off period. The Policyholder cancels the Policy within 31 (thirty-one) days calculated from the date of receipt of documentation. b) Cancellation of the Policy by the Policyholder after the cooling-off period. The Policyholder cancels the Policy after the 31 (thirty-one) day cooling off period referred to in (a) above.

	c) Cancellation of the Policy by the Insurer. The Policy is cancelled by the Insurer, for whatever reason, by written notice 31 (thirty-one) days before the cancellation takes effect.
Child	Means a biological/legally adopted child of the Policyholder who is currently under the age of 18 (eighteen) years and excludes an unborn Child. Barko must be advised of all newborn children to be added to the Policy, failing which they will not be covered under this Policy.
Claim	Means unless the context indicates otherwise, a demand for a Policy benefits by a Claimant, irrespective of whether or not the Claimant's demand is valid, is made by submitting a completed and signed claim form with supporting documents to Barko.
Claim Event	Means the risk insured, occurring during the currency of this Policy, is the Death of the Main Member/Family Member(s).
Claim Event Date	Means the risk insured, occurring during the currency of the Policy, is the date of the death of the Main Member/Family Member(s).
Claimant	Means a person who makes a Claim in relation to this Policy.
Commencement Date	Means 6 (six) months after the Inception Date (Waiting Period for natural causes) has expired and from when the Main Member/Family Member(s) will be covered under this Policy for natural causes.
Cover	Means the cover value payable for a Main Member/Family Member, subject to a Claim Event in terms of the product purchased.
Day/Days	Means a 24 (twenty-four) hour period.
Death	Means the Accidental Death/Natural Death of the Main Member/Family Member(s).
Debit Order	Means A DebiCheck Debit Order/RMS Debit Order, which is electronically confirmed by the Policyholder with their bank on a once-off basis at the issue date.
Downgrade Cover	Means the new Downgrade Cover values payable for a new Main Member/Family Member(s), subject to a Claim Event in terms of the product purchased.
Downgrade Inception Date	Means the date that the first Premium is paid after the Downgrade of the Policy and Downgrade Cover commences.
Exclusion	Means the losses or risk events are not covered under this Policy. No benefit will be payable if a Claim Event arises from an Exclusion.
Family Member(s)	Means Grandfather(s), Grandmother(s), Father(s)/Father(s) in law, Mother(s)/Mother(s) in law, Spouse(s), Child/Children, legally adopted Child/Children, Stepchild/Stepchildren, Brother(s)/Brother(s) in law, Sister(s)/Sister(s) in law, Nephews, Nieces, Uncle(s) and Aunt(s) between the ages of birth and 70 (seventy) years of age.
Family Member(s) Issue Date	Means the date when the Family Member(s) was added to Barko's Funeral System.
Family Member(s) Inception Date	Means the date that the first Premium is paid for the Family Member(s) and cover commences, giving effect to immediate accidental death cover and the start of the applicable Waiting Period(s) subject to the receipt of the first Premium paid for the Family Member(s).
Family Member(s) Commencement Date	Means 6 (six) months after the Family Member(s) Inception Date (Waiting Period for natural causes) has expired and from when the Family Member(s) will be covered under this Policy for natural causes.
FAIS act	Means the Financial Advisory and Intermediary Services Act 37 of 2002 as amended.
Grace Period	Means a 31 (thirty-one) Day period calculated from 1 (one) Day after the non-payment Premium due date. Cover will remain in force during the Grace Period. If any event occurs during the Grace Period resulting in a valid Claim, the unpaid Premium will be deducted before payment.
Issue Date	Means the date when the Policy is purchased, approved, and captured on Barko's Funeral System.
Inception Date	Means the date that the first Premium is paid, and cover commences, giving effect to immediate Accidental Death cover and the start of the applicable Waiting Period (s) subject to the receipt of the first Premium paid.
Insurable Interest	Means a financial interest the Policyholder has regarding their Family Member(s) and on whose death such Policyholder will suffer a financial loss.
Insured	Means the Main Member and any Family Member (s) listed on the application and for whom the applicable monthly Premium has been paid.
Insurer/Underwriter	Means the insurance company that underwrites this insurance, namely Guardrisk Life Limited (registration number 1999/013922/06 and FSP number 76), an authorised Financial Services Provider and an Insurer licensed to conduct life insurance business in terms of the Insurance Act 18 of 2017.
Intermediary	Means an Independent Intermediary or Representative, respectively.
Lapse Policy Status	Means that the Policy has automatically lapsed (cancelled) due to non-payment of 2 (two) consecutive Premiums or the total outstanding Premium is equal to 2 (two) months of Premiums, excluding the non-payment of the first 2 (two) premiums after the Issue Date.
Main Member	Means a person covered in terms of the Policy and for whom the full Premium has been paid up to date.

Main Member Issue Date	Means the date when the Main Member was added to Barko's Funeral System.
Main Member Inception Date	Means the date that the first Premium is paid for the Main Member and cover commences, giving effect to immediate accidental death cover and the start of the applicable Waiting Period(s) subject to the receipt of the first Premium paid for the Main Member.
Main Member Commencement Date	Means 6 (six) months after the Main Member Inception Date (Waiting Period for natural causes) has expired and from when the Main Member will be covered under this Policy for natural causes.
Member Certificate	Means the certificate confirming the details of the plan type selected, the Policyholder, Insured persons, the Premium and the nominated Beneficiary.
Misrepresentation	Means the conscious decision to provide inaccurate information in relation to any personal details or medical history or to change the true facts to mislead an interested party. This shall also mean the failure to disclose material information at the date of application that had the Insurer been aware of would have resulted in the Policy not being issued.
Natural Death	Means death arising from any cause unrelated to Accidental or unnatural means and relates to any illness, disease or natural occurring event or cause.
Not Taken Up Policy Status	Means that the Policy has become not taken up (cancelled) due to non-payment of the first and second premiums after the Issue Date.
No Claim Cash Back Benefit	The Barko Family Standard Plus Policy and Barko Family Premium Plus Policy include a no-claim cash-back benefit. Barko will reimburse 1 (one) year's Premium (20 % of your premiums paid) after 5 (five) years from the Policy Inception Date, provided no claims were paid, and all Premiums were paid consecutively for 5 (five) years. Any unpaid/disputed Premiums will reset the no-claim cashback period, and the benefit is payable within 5 (five) years after the subsequently paid Premium, subject to consecutive Premiums paid and no claims paid.
Policyholder	Means a person who has successfully purchased this Policy and is responsible for payment of the Premiums of the Policy. If the Policyholder and the Main Member are not the same person, the Policyholder will not be covered in terms of this Policy.
Period of Insurance	Means the period for which Premiums remain paid and the Policy remains in force.
Personal Information	Means personal information as defined in the Protection of Personal Information Act 4 of 2013, as amended.
Premium	Means the monthly amount payable as stated in this Policy and the Membership Certificate or any endorsement issued in terms of the Policy.
Premium Escalation	Means the percentage that your Premium may increase on the Policy Anniversary Date of the Policy in terms of clause 4 .
Policy Anniversary Date	Means the Policy has a term that exceeds 1 (one) year and is also the anniversary of the Policy Inception Date.
Reinstatement of the Policy	Means that the Policyholder paid all arrear premiums in full during the grace period but before the Policy could lapse.
Replacement Policy	Refers to the process of substituting, terminating, or varying an existing individual risk policy (referred to as the "replaced policy") with another individual risk policy (referred to as the "replacement policy"). This action may involve wholly or partially replacing the existing policy and entering into or varying another policy with the intention of fulfilling the same or similar needs or objectives of the policyholder. The replacement policy may be initiated in anticipation of or as a consequence of the substitution or variation, regardless of the sequence of events.
Replacement (Policyholder/Main Member)	<p>Means that if the Policyholder can no longer afford the product, alternatively, if the Policyholder/Main Member is pre-deceased, the Policy may be taken over (replacement of the Policyholder/Main Member).</p> <p>If the Policyholder was pre-deceased and the Policyholder and Main Member were the same person, the following people may take the policy over:</p> <ul style="list-style-type: none"> • One of the current Beneficiaries • One of the current Family Members • A New Family Member <p>If the Policyholder was pre-deceased and the Policyholder and Main Member were not the same person, the following people may take the policy over:</p> <ul style="list-style-type: none"> • the current Main Member. • one of the current Beneficiaries. • A New Family Member <p>If the Main Member was pre-deceased and the Policyholder and Main Member were not the same person, the following people may take the policy over:</p> <ul style="list-style-type: none"> • The Policyholder • One of the current Beneficiaries • One of the current Family Members

	<ul style="list-style-type: none"> • A new Family Member <p>The new Policyholder must continue with the payment of the premiums to ensure that current Family Members continue to have cover under the Policy. The replacement of the Policyholder/Main Member cover periods will be subject to clause 6 (Waiting Periods) below.</p>																					
Replacement Cover	Means the new cover value payable for a new Main Member that replaced a previous Main Member, subject to a Claim Event in terms of the product purchased.																					
Replacement Inception Date	Means the date that the first Premium is paid after the replacement of the Policyholder/Main Member, and Replacement Cover commences, giving effect to immediate Accidental Death cover and the start of the applicable Waiting Period(s) subject to the receipt of the first Premium paid.																					
Replacement Commencement Date	Means 6 (six) months after the Replacement Inception Date (Replacement Waiting Period for natural causes) has expired and from when the Main Member will be covered under this Policy for natural causes.																					
Replacement Waiting Period	<p>Means the period after the replacement of the Policyholder/Main Member during which no cover is provided and is the period between the Replacement Inception Date and the Replacement Commencement date for Natural Death Claims or the period between the Replacement Inception date and 12 (twelve) months from that date for Suicide.</p> <p>No cover for Natural Death is provided during the Replacement Waiting Period, and no Claim shall be paid if a Natural Death Claim arises during this Replacement Waiting Period.</p> <p>If the new Main Member had cover under the Policy prior to the Replacement, the new Main Member would have the same cover they had under the Policy prior to the Replacement during the Replacement Waiting Periods, subject to the initial waiting periods of the Policy.</p>																					
Repudiate/Repudiation	<p>In relation to a Claim means any action by which the Insurer rejects or refuses to pay a Claim or any part of a Claim for any reason and includes instances where a Claimant lodges a Claim:</p> <ol style="list-style-type: none"> in respect of a loss event or risk not covered by the Policy. in respect of a loss event or risk covered by the Policy, but the Premium or premiums payable in respect of this Policy have not been paid. in respect of the Policy terms and conditions not being met. 																					
Spouse	Means the person married to the Policyholder by law, tribal custom or tenets of any religion and shall include a common law husband/wife of the Policyholder or such person residing with the Policyholder, who is normally regarded by the community as the Policyholder's husband/wife. A person of the same gender residing with the Policyholder who is regarded by themselves and the community as a common law couple shall also be regarded as a Spouse in terms of this Policy.																					
Stillborn	Means a foetus that has had at least 26 (twenty-six) weeks of intra-uterine existence in the uterus and showed no sign of life after complete birth. Stillborn shall exclude the intentional termination of the life of the foetus.																					
Sum Assured	Means the equivalent of the cover level as stated on the Application and the Member Certificate.																					
The Policy	<p>Means the Barko Family Premium Policy purchased by the Policyholder and includes the application, the terms and conditions, the Member Certificate, the Debit Order Mandate, and any endorsements thereto.</p> <p>The Premiums payable and cover are as follows:</p> <table border="1"> <thead> <tr> <th>Insured</th> <th>Premium</th> <th>Cover</th> </tr> </thead> <tbody> <tr> <td>Main Member between the ages of 18 and 65</td> <td>R70.00</td> <td>R30 000.00</td> </tr> <tr> <td>Main Member between the ages of 60 and 70</td> <td>R150.00</td> <td>R30 000.00</td> </tr> <tr> <td>Stillborn</td> <td>R0.00</td> <td>R2 000.00</td> </tr> <tr> <td>Family Member(s) between the ages of 0 and 25</td> <td>R20.00</td> <td>R20 000.00</td> </tr> <tr> <td>Family Member(s) between the ages of 26 and 59</td> <td>R90.00</td> <td>R20 000.00</td> </tr> <tr> <td>Family Member(s) between the age of 60 and 70</td> <td>R180.00</td> <td>R20 000.00</td> </tr> </tbody> </table>	Insured	Premium	Cover	Main Member between the ages of 18 and 65	R70.00	R30 000.00	Main Member between the ages of 60 and 70	R150.00	R30 000.00	Stillborn	R0.00	R2 000.00	Family Member(s) between the ages of 0 and 25	R20.00	R20 000.00	Family Member(s) between the ages of 26 and 59	R90.00	R20 000.00	Family Member(s) between the age of 60 and 70	R180.00	R20 000.00
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The Standard Plus Policy	<p>Means the Barko Family Standard Plus Policy purchased by the Policyholder and includes the application, the terms and conditions, the Member Certificate, the Debit Order Mandate, and any endorsements thereto. The Barko Family Standard Plus Policy include a no-claim cash-back benefit. Barko will reimburse 1(one) year's premium (20 % of your premiums paid) after 5 (five) years, provided no claims were paid and all premiums were paid consecutively for 5 (five) years. Any unpaid/disputed premiums will reset the no-claim cashback period, and the benefit is payable within 5 (five) years after the subsequently paid premium, subject to consecutive premiums paid and no claims paid.</p> <p>The Premiums payable and cover are as follows:</p> <table border="1"> <thead> <tr> <th>Insured</th> <th>Premium</th> <th>Cover</th> </tr> </thead> <tbody> <tr> <td>Main Member between the ages of 18 and 65</td> <td>R50.00</td> <td>R15 000.00</td> </tr> <tr> <td>Main Member between the ages of 60 and 70</td> <td>R100.00</td> <td>R15 000.00</td> </tr> <tr> <td>Stillborn</td> <td>R0.00</td> <td>R1 000.00</td> </tr> <tr> <td>Family Member(s) between the ages of 0 and 25</td> <td>R20.00</td> <td>R10 000.00</td> </tr> <tr> <td>Family Member(s) between the ages of 26 and 59</td> <td>R60.00</td> <td>R10 000.00</td> </tr> <tr> <td>Family Member(s) between the age of 60 and 70</td> <td>R120.00</td> <td>R10 000.00</td> </tr> </tbody> </table>			Insured	Premium	Cover	Main Member between the ages of 18 and 65	R50.00	R15 000.00	Main Member between the ages of 60 and 70	R100.00	R15 000.00	Stillborn	R0.00	R1 000.00	Family Member(s) between the ages of 0 and 25	R20.00	R10 000.00	Family Member(s) between the ages of 26 and 59	R60.00	R10 000.00	Family Member(s) between the age of 60 and 70	R120.00	R10 000.00
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Vary/Variation(s) of a Policy	<p>Means any act that results in a change to:</p> <ul style="list-style-type: none"> • the Premium. • any Term. • any Condition. • any Policy benefits. • any Exclusion; or • the duration of this Policy. 																							
Unclaimed Benefit/Unclaimed Benefits	<p>Means a benefit in terms of an approved Claim where payment cannot be made to the Policyholder/Beneficiary within 3 (three) months of the Claim having been approved because the Policyholder/Beneficiary is unknown or is not contactable. In other words, the Policyholder/Beneficiary cannot be located, their emails are undelivered, their post is returned, and/or their contact number is no longer in use. It is a known claim and has been reported, assessed, proven valid and approved.</p>																							
Upgrade Cover	<p>Means the new Upgrade Cover values payable for a new Main Member/Family Member(s), subject to a Claim Event in terms of the product purchased.</p>																							
Upgrade Inception Date	<p>Means the date that the first Premium is paid after the Upgrade of the Policy and Upgrade Cover commences, giving effect to immediate Accidental Death cover and the start of the applicable Waiting Period(s) subject to the receipt of the first Premium paid.</p>																							
Upgrade Commencement Date	<p>Means 6 (six) months after the Upgrade Inception Date (Upgrade Waiting Period for natural causes) has expired and from when the Main Member/Family Member(s) will be covered under this new Upgrade Policy for natural causes.</p>																							
Upgrade Waiting Period	<p>Means the period after the Upgrade during which no cover is provided and is the period between the Upgrade Inception Date and the Upgrade Commencement date for Natural Death Claims or the period between the Upgrade Inception date and 12 (twelve) months from that date for Suicide.</p> <p>No cover for Natural Death is provided during the Upgrade Waiting Period, and no Claim shall be paid if a Natural Death Claim arises during this Upgrade Waiting Period.</p> <p>The Main Member/Family Member(s) would have the same cover they had under the Policy prior to the upgrade during the Upgrade Waiting Periods, subject to the initial waiting periods of the Policy.</p>																							

Waiting Period	<p>Means the period during which no cover is provided and is the period between the Inception Date and the Commencement date for Natural Death Claims or the period between the Inception date and 12 (twelve) months from that date for Suicide.</p> <p>No cover for Natural Death is provided during the Waiting Period, and no Claim shall be paid if a Natural Death Claim arises during this Waiting Period.</p> <p>Should an Insured have been covered on a similar policy with another insurer in the 31 (thirty-one) Days before the Inception Date of this Policy then no Waiting Period for Natural Death will be imposed, provided that the previous Waiting Period on the similar policy with the alternate insurer had already passed and that this is a replacement policy.</p> <p>Proof of cancellation status will be requested at the claim stage. If no such cover was in place by the Inception Date, the full Waiting Period for Natural Death will apply for all Insured.</p>
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- 1.2 This Agreement shall be interpreted according to the following provisions unless the context requires otherwise:
- 1.2.1 References to "Policy" shall include this Policy as amended, varied, novated, or substituted in writing from time to time. The headings of clauses and sub-clauses are included for convenience only and shall not affect the interpretation of this Policy wording.
- 1.2.2 If figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two.
- 1.2.3 Words importing the singular number shall include the plural and vice versa, and words importing either gender shall include both genders.
- 1.2.4 Unless specifically otherwise provided, the number of Days indicated to commit an act or indicated for any other purpose is calculated by excluding the first day and including the last day.
- 1.2.5 Reference to "Days" shall be construed as calendar days unless qualified by the word "Business", in which instance a "BusinessDay" will be as defined above.
- 1.2.6 References to "month(s)" shall be construed as calendar month(s).
- 1.2.7 If any provision in a definition contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it were a substantive provision in the body of this Policy.
- 1.2.8 References to the provisions of any Law shall include such provisions as amended, re-enacted, or consolidated from time to time insofar as such amendment, re-enactment, or consolidation applies or is capable of applying to any transaction entered into under this Policy.

2. Eligibility

- 2.1 You qualify for this Policy if:
- 2.1.1 You are a South African Citizen.
- 2.1.2 You have a valid South African, green-banded Identity Document.
- 2.1.3 You are not a South African Citizen but have a passport, all legally required documents to reside and work in South Africa and a valid South African Bank Account with a registered financial institution.
- 2.1.4 You reside within the borders of South Africa
- 2.1.5 Your Family Member(s) meet the definitions of the Policy terms and conditions.
- 2.1.6 At the Policy Inception Date, the Main Members' minimum age was 18 (eighteen) years, and the Policyholder's maximum age did not exceed 70 (seventy) years.
- 2.2 The Policyholder may add up to 13 (thirteen) family members to their Policy, excluding the Main Member.
- 2.3 The Policyholder may elect to be the Main Member and have cover in terms of the policy.
- 2.4 Alternatively, the Policyholder may nominate another family member as the Main Member.
- 2.5 In that event, the Policyholder will only be liable for the payment of the premiums and will not have cover in the Policy.
- 2.6 A nominated Beneficiary will never have cover unless the Policyholder includes the nominated Beneficiary in the Policy as a Family Member as well.

3. Policy Premium and scope of cover

- 3.1 Main Member aged 18 to 59
- 3.1.1 The Premium will be R70.00 (seventy rand) monthly, payable via Debit Order.
- 3.1.2 In the event of the Death of the Main Member, R30 000.00 (thirty thousand rand) cash cover will be paid on a valid Claim received to the Policyholder, alternatively the nominated Beneficiary/Claimant as set out in the application.
- 3.1.3 If the Main Member turns 60 (sixty) on their next birthday, their Premium will NOT increase.
- 3.2 Main Member aged 60 to 70
- 3.2.1 The Premium will be R150.00 (hundred and fifty rand) monthly, payable via Debit Order.

- 3.2.2 In the event of the Death of the Main Member, R30 000.00 (fifteen thousand rand) cash cover will be paid on a valid Claim to the Policyholder, alternatively the nominated Beneficiary/Claimant as set out in the application.
- 3.2.3 If the Main Member turns 70 (seventy) years old, they will remain covered in terms of this Policy at the same Premium rate of R150.00 (hundred and fifty rand) per month.
- 3.2.4 The Policyholder must notify Barko that they can no longer pay the Premium by contacting Barko on 064 870 5327 (WhatsApp/phone) or sending an e-mail to funeral@barko.co.za.

3.3 Stillborn

- 3.3.1 If the Main Member/Family Member(s) is pregnant and the child is "Stillborn", then and in that event, the following conditions will apply:
- 3.3.2 There must be at least 26 (twenty-six) weeks of intra-uterine existence, and the foetus showed no sign of life after complete birth.
- 3.3.3 A registered medical practitioner's report confirming that the foetus was at least in existence for 26 (twenty-six) weeks of intra-uterine existence must be submitted and that the child was "Stillborn".
- 3.3.4 No Premium is payable by the Policyholder for a stillborn child.
- 3.3.5 In the event of the Death of the Stillborn, R2 000.00 (two thousand rand) cash cover will be paid on a valid Claim received to the Policyholder as set out in the application.
- 3.3.6 The payment of the Claim is subject to clause 6 and clause 8 below.

3.4 Family Member(s) aged birth to 25

- 3.4.1 The Premium will be R20.00 (twenty rand) per Family Member(s) per month payable via Debit Order.
- 3.4.2 In the event of the Death of the Family Member(s), R20 000.00 (twenty thousand rand) cash cover will be paid on a valid Claim received by the Policyholder as set out in the application.
- 3.4.3 If the Family Member(s) turns 26 (twenty-six) years old on their next birthday, their Premium will NOT increase.

3.5 Family Member(s) aged 26 – 59

- 3.5.1 The Premium will be R90.00 (ninety rand) per Family Member(s) per month payable via Debit Order.
- 3.5.2 In the event of the Death of the Family Member(s), R20 000.00 (ten thousand rand) cash cover will be paid on a valid Claim received by the Policyholder as set out in the application.
- 3.5.3 If the Family Member(s) turns 60 (sixty) years old on their next birthday, their Premium will NOT increase.

3.6 Family Member (s) aged 60 to 70

- 3.6.1 The Premium will be R180.00 (hundred and eighty rand) per Family Member(s) per month payable via Debit Order.
- 3.6.2 In the event of the Death of the Family Member(s), R20 000.00 (twenty thousand rand) cash cover will be paid on a valid Claim received to the Policyholder as set out in the application.
- 3.6.3 If the Family Member(s) turns 70 (seventy) years old, they will remain covered in terms of this Policy at the same Premium rate of R180.00 (hundred and eighty rand) per month.

4. **Premium and changes to your Premium payable**

- 4.1 A Premium is payable each and every month.
- 4.2 If Barko does not receive the first Premium on the Inception date, a 31 (thirty-one) days Grace Period will be given to the Policyholder to pay the Premium to keep the Policy active.
- 4.3 A double Premium Debit Order will be submitted for collection of the first premium as well as the second premium.
- 4.4 If the double Premium Debit Order is unsuccessful, your policy will become "NOT TAKEN UP/TERMINATED". You will have no cover under the Policy, and a new Policy will have to be purchased.
- 4.5 If Barko does not receive payment of any other monthly premiums (excluding the first premium payable), a 31 (thirty-one) days Grace Period will be given to the Policyholder to pay the Premium to keep the Policy active.
- 4.6 A double Premium Debit Order will be submitted for collection of the missed premium and the following month's premium.
- 4.7 If the double Premium Debit Order is unsuccessful, the Policy will LAPSE. You will have no cover under the Policy, and a new Policy will have to be purchased.
- 4.8 Any Premium collected during the Grace Period will be allocated to the earliest non-payment premium.
- 4.9 Any Claim lodged after the Inception Date (Accidental Death)/Commencement Date (Natural Death)/Suicide Date where Premiums have not been paid, subject to the Policy not having lapsed, will be considered.
- 4.10 The outstanding Premium will be deducted from the claim amount if approved.
- 4.11 If a claim event occurred before the policy has lapsed but was reported to Barko after the policy has lapsed, such a claim will be considered.
- 4.12 If the Policyholder paid premiums, but the premiums were miscalculated, resulting in the Policyholder underpaying/overpaying their premiums, the error will be corrected by either deducting the underpaying premiums from the claim or refunding the Policyholder with the premiums overpaid.

- 4.13 If the Policy has lapsed, and the claim event occurred after the policy has lapsed, no payment will be made to the Policyholder/Beneficiary/Claimant.
- 4.14 No payment will be made If the Policyholder/Main Member/ Family Member(s) has not complied with all the obligations and conditions of this Policy.
- 4.15 If the Insurer alleges that because of any of the provisions of this Policy, it is not liable to pay any of the benefits, the burden of proving the contrary rests on the Policyholder/Beneficiary/Claimant.
- 4.16 The Insurer will not change or Vary the Premium rate during the first 12 (twelve) months after the Policy Inception Date unless there are reasonable actuarial grounds to change or Vary the Premium rate or when the Variation will benefit the Policyholder.
- 4.17 After the first 12 (twelve) months, the Insurer reserves the right to review and change the Premium and cover annually.
- 4.18 Any changes to the Premium rate will be notified to the Policyholder 31 (thirty-one) Days before the change takes effect.
- 4.19 Such notification will provide appropriate details of the reasons for the change to the Premium rate and will afford the Policyholder reasonable steps, such as an option to terminate the policy, to mitigate the impact of the increase on the Policyholder.
- 4.20 The Premium rates may be amended or changed based on the following factors: past and future expected economic factors (for example, but not limited to, interest rates, tax and inflation), past and future claims experience, past and future expected lapse experience, past and future expected mortality experience, expected future reinsurance, any regulatory and legislative changes impacting this Policy or any other factor impacting the Premium that the Insurer deems material at the time.

5. Maximum Cover

- 5.1 The Policyholder will be able to purchase more than 1 (one) product from the Barko Funeral Policy range.
- 5.2 Cover will be restricted to the maximum of R100 000.00 (one hundred thousand rand) per covered life.

6. Waiting Periods

6.1 General

- 6.1.1 Cover will only commence for all purposes on the Main Member/Family Member(s) Inception Date.
- 6.1.2 No Waiting Period applies for Accidental Death commencing from the Main Member/Family Member(s) Inception Date.
- 6.1.3 No Waiting Period applies for a Stillborn Claim commencing from the Main Member/Family Member(s) Inception Date.
- 6.1.4 A Waiting Period of 6 (six) months for Natural Death commencing from the Main Member/Family Member(s) Inception Date will apply.
- 6.1.5 Once the Waiting Period has passed, Natural Death will be covered.
- 6.1.6 A Waiting Period of 12 (twelve) months for suicide commencing on the Main Member/Family Member(s) Inception Date will apply.
- 6.1.7 If the policy is re-instated, no new Waiting Period(s) will be applicable, excluding the current Waiting Periods that may be in force at such date.
- 6.1.8 No waiting periods will apply if the Policy has lapsed, and a new Policy is purchased with the same Policyholder and covered lives within 2 (two) months from the lapse date of the original Policy.
- 6.1.9 However, all Waiting Periods will apply if the Policy has lapsed, and a new Policy is entered into with the same Policyholder after 2 (two) months from the lapse date of the original Policy.
- 6.1.10 The Waiting Period will be waived if the Policyholder confirms that:
- 6.1.10.1 The Main Member and/or Family Member(s) was covered on a similar Policy with another insurer at least 31 (thirty-one) Days before the Main Member/Family Member(s) Inception Date.
 - 6.1.10.2 The Waiting Period on that Policy had already expired.
 - 6.1.10.3 The Policy has been cancelled and is replaced with this Policy.
 - 6.1.10.4 Proof of the alternate Policy and the cancellation thereof will be required to waive the Waiting Period on this Policy, failing which the full Waiting Period will be applied.
- 6.1.11 The Waiting Period will be reduced with the balance of the Waiting Period [only up to a maximum of 6 (six) months] if the Policyholder confirms that:
- 6.1.11.1 The Main Member and/or Family Member(s) was covered on a similar Policy with another insurer at least 31 (thirty-one) Days before the Main Member/Family Member(s) Inception Date.
 - 6.1.11.2 The Waiting Period on that Policy had not expired.
 - 6.1.11.3 The Policy has been cancelled and is replaced with this Policy.
 - 6.1.11.4 Proof of the alternate Policy and the cancellation thereof will be required to reduce the Waiting Period on this Policy by that portion already served, failing which the full Waiting Period will be applied.

6.2 Replacement (Policyholder/Main Member)

- 6.2.1 The Replacement Waiting Periods will only apply if the person being replaced is covered under the Policy.

- 6.2.2 If the **Policyholder and the Main Member** are the **same person**, and a **current Family Member** is replacing them:
- 6.2.2.1 The higher Main Member Replacement Cover will only commence on the new Policyholder/Main Member Replacement Inception Date for all purposes.
 - 6.2.2.2 No Replacement Waiting Period applies for Accidental Death commencing from the new Policyholder/Main Member Replacement Inception Date.
 - 6.2.2.3 A Replacement Waiting Period of 6 (six) months for Natural Death commencing from the new Policyholder/Main Member Replacement Inception Date will apply.
 - 6.2.2.4 Natural Death will be covered for the higher Main Member Replacement Cover once the Replacement Waiting Period has passed.
 - 6.2.2.5 A Replacement Waiting Period of 12 (twelve) months for suicide commencing on the new Policyholder/Main Member Replacement Inception Date will apply.
 - 6.2.2.6 The new Policyholder/Main Member will be covered, however, equal to the cover of a Family Member during the Replacement Waiting Periods, subject to the initial waiting periods as a Family Member on the Policy.
- 6.2.3 If the **Policyholder and Main Member** are the **same person**, and a **current Beneficiary** replaces them:
- 6.2.3.1 The new Main Member Replacement Cover will only commence on the new Policyholder/Main Member Replacement Inception Date for all purposes.
 - 6.2.3.2 No Replacement Waiting Period applies for Accidental Death commencing from the new Policyholder/Main Member Replacement Inception Date.
 - 6.2.3.3 A **Replacement Waiting Period** of 6 (six) months for Natural Death commencing from the new Policyholder/Main Member Replacement Inception Date will apply.
 - 6.2.3.4 Natural Death will be covered once the Replacement Waiting Period has passed.
 - 6.2.3.5 A Replacement Waiting Period of 12 (twelve) months for suicide commencing on the new Policyholder/Main Member Replacement Inception Date will apply.
- 6.2.4 If the **Policyholder and the Main Member** are the **same person**, and a **new Family Member** is replacing them:
- 6.2.4.1 The new Main Member Replacement Cover will only commence on the new Policyholder/Main Member Replacement Inception Date for all purposes.
 - 6.2.4.2 No Replacement Waiting Period applies for Accidental Death commencing from the new Policyholder/Main Member Replacement Inception Date.
 - 6.2.4.3 A **Replacement Waiting Period** of 6 (six) months for Natural Death commencing from the new Policyholder/Main Member Replacement Inception Date will apply.
 - 6.2.4.4 Natural Death will be covered once the Replacement Waiting Period has passed.
 - 6.2.4.5 A Replacement Waiting Period of 12 (twelve) months for suicide commencing on the new Policyholder/Main Member Replacement Inception Date will apply.
- 6.2.5 If the **Policyholder and the Main Member** are **not the same person**, and a **current Family Member** replaces the Main Member
- 6.2.5.1 The higher Main Member Replacement Cover will only commence on the new Policyholder/Main Member Replacement Inception Date for all purposes.
 - 6.2.5.2 No Replacement Waiting Period applies for Accidental Death commencing from the new Policyholder/Main Member Replacement Inception Date.
 - 6.2.5.3 A Replacement Waiting Period of 6 (six) months for Natural Death commencing from the new Policyholder/Main Member Replacement Inception Date will apply.
 - 6.2.5.4 Natural Death will be covered for the higher Main Member Replacement Cover once the Replacement Waiting Period has passed.
 - 6.2.5.5 A Replacement Waiting Period of 12 (twelve) months for suicide commencing on the new Policyholder/Main Member Replacement Inception Date will apply.
 - 6.2.5.6 The new Policyholder/Main Member will be covered, however, equal to the cover of a Family Member during the Replacement Waiting Periods, subject to the initial waiting periods as a Family Member on the Policy.
- 6.2.6 If the **Policyholder and the Main Member** are **not the same person**, and the **Policyholder** replaces the Main Member
- 6.2.6.1 The new Main Member Replacement Cover will only commence on the new Policyholder/Main Member Replacement Inception Date for all purposes.
 - 6.2.6.2 No Replacement Waiting Period applies for Accidental Death commencing from the new Policyholder/Main Member Replacement Inception Date.
 - 6.2.6.3 A **Replacement Waiting Period** of 6 (six) months for Natural Death commencing from the new Policyholder/Main Member Replacement Inception Date will apply.
 - 6.2.6.4 Natural Death will be covered once the Replacement Waiting Period has passed.

- 6.2.6.5 A Replacement Waiting Period of 12 (twelve) months for suicide commencing on the new Policyholder/Main Member Replacement Inception Date will apply.
- 6.2.7 If the **Policyholder and the Main Member are not the same person**, and a **current Beneficiary** replaces the Main Member
 - 6.2.7.1 The new Main Member Replacement Cover will only commence on the new Policyholder/Main Member Replacement Inception Date for all purposes.
 - 6.2.7.2 No Replacement Waiting Period applies for Accidental Death commencing from the new Policyholder/Main Member Replacement Inception Date.
 - 6.2.7.3 A **Replacement Waiting Period** of 6 (six) months for Natural Death commencing from the new Policyholder/Main Member Replacement Inception Date will apply.
 - 6.2.7.4 Natural Death will be covered once the Replacement Waiting Period has passed.
 - 6.2.7.5 A Replacement Waiting Period of 12 (twelve) months for suicide commencing on the new Policyholder/Main Member Replacement Inception Date will apply.
- 6.2.8 If the **Policyholder and the Main Member are not the same person**, and a **new Family Member** replaces the Main Member
 - 6.2.8.1 The new Main Member Replacement Cover will only commence on the new Policyholder/Main Member Replacement Inception Date for all purposes.
 - 6.2.8.2 No Replacement Waiting Period applies for Accidental Death commencing from the new Policyholder/Main Member Replacement Inception Date.
 - 6.2.8.3 A **Replacement Waiting Period** of 6 (six) months for Natural Death commencing from the new Policyholder/Main Member Replacement Inception Date will apply.
 - 6.2.8.4 Natural Death will be covered once the Replacement Waiting Period has passed.
 - 6.2.8.5 A Replacement Waiting Period of 12 (twelve) months for suicide commencing on the new Policyholder/Main Member Replacement Inception Date will apply.

6.3 Replacement Policies

- 6.3.1 This policy is not designed to serve as a replacement policy. If you are considering replacing an existing policy with this one, it is essential to consult with your broker beforehand.

6.4 Downgrade Policies

- 6.4.1 If the Policyholder downgrades their Policy, no additional waiting periods will apply subject to the initial waiting periods of the Policy.
- 6.4.2 All claims will be paid in terms of the Downgrade Cover after the Downgrade Inception Date, subject to the initial waiting periods of the Policy.

6.5 Upgrade Policies

- 6.5.1 If the Policyholder upgrades their Policy, the following will apply regarding the higher cover:
 - 6.5.1.1 The Upgrade Cover will only commence on the Upgrade Inception Date for all purposes.
 - 6.5.1.2 No Upgrade Waiting Period applies for Accidental Death commencing from the Upgrade Inception Date.
 - 6.5.1.3 An Upgrade Waiting Period of 6 (six) months for Natural Death commencing from the Upgrade Inception Date will apply.
 - 6.5.1.4 Once the Upgrade Waiting Period has passed, Natural Death will be covered for the Upgrade Cover.
 - 6.5.1.5 An Upgrade Waiting Period of 12 (twelve) months for suicide commencing on the Upgrade Inception Date will apply.
 - 6.5.1.6 The covered lives will be covered, however, equal to the cover of the Policy prior to the upgrade during the Upgrade Waiting Periods, subject to the initial Waiting Periods of the Policy.

7. General Exclusions

- 7.1 Barco/the Insurer shall not be obliged to make any payment in respect (of any Claim received) of any condition or event which is directly or indirectly caused by, arising from, contributed to by, aggravated by, connected with, traceable to or resulting from any of the following:
 - 7.1.1 Intentionally self-inflicted injury, suicide, or a suicide attempt (whether sane or insane) within 12 (twelve) months from the Policy Inception Date.
 - 7.1.2 The Main Member and/or Family Member(s) active participation in the commission of any criminal activity which results in a Claim Event.
 - 7.1.3 Nuclear accidents, war, or armed conflict (whether war be declared or not), terrorist or insurgency activities, rebellion, civil commotion.
 - 7.1.4 The Stillborn has died because of an abortion procedure or as a result of any form of negligence by the Main Member/Family Member(s) during her pregnancy.
 - 7.1.5 The Stillborn Child has died before intra-uterine existence of at least 26 (twenty-six) weeks.

8. Payment of Claims, Claims Procedure and documents required

8.1 Claims and Claims Procedures

- 8.1.1 All Claims received and validated will be paid within 2 (two) days after receipt of the Claim on the following conditions:

- 8.1.1.1 The Claim form received is completed in full and signed by all relevant parties.
 - 8.1.1.2 All documentation required is attached to the Claim form submitted.
- 8.1.2 Barko/the Insurer's liability in terms of the Policy shall cease if a valid Claim settlement is made for the benefit of the Policyholder and/or Family Member(s). This is applicable to a once-off Claim payment. The Policyholder/Beneficiary/Claimant must notify Barko within 6 (six) months of the Claim Event date by:
- 8.1.2.1 Visiting one of the Barko Branches to assist in submitting the claim.
 - 8.1.2.2 Phoning 013 235 1030 and speaking to a representative in the funeral insurance department.
 - 8.1.2.3 Phoning 064 870 5327 and speaking to a representative in the funeral insurance department.
 - 8.1.2.4 Phoning 080 777 3777 (toll-free number) and speaking to a representative in the funeral insurance department.
 - 8.1.2.5 Sending an email to funeral@barko.co.za.
 - 8.1.2.6 Sending an SMS/WhatsApp message to 064 870 5327.
- 8.1.3 All Claim documentation must be submitted to Barko within 6 (six) months of the date of the Claim Event. Failure to do so could result in the Benefit being forfeited unless there are extenuating circumstances for the late submission.
- 8.2 Main Member
- 8.2.1 Upon the death of the Main Member, the Policyholder/Beneficiary/Claimant must visit any Barko Branch and submit the following documentation:
- 8.2.1.1 The claim form, obtained from the branch, must be completed and signed.
 - 8.2.1.2 Copy of the Policyholder's ID.
 - 8.2.1.3 Copy of the Main Member's ID if the Main Member is not the same person as the Policyholder.
 - 8.2.1.4 Copy of the ID of the Beneficiary/Claimant if the Main Member is not the same person as the Policyholder.
 - 8.2.1.5 Death Certificate.
 - 8.2.1.6 Copy of the DHA 1663 – Notice of Death Form.
 - 8.2.1.7 A police report completed by the investigation officer where the death is as a result of a motor vehicle accident, suicide, murder, or where the death is under investigation.
 - 8.2.1.8 Copy of the latest Bank Statement of the Policyholder/Beneficiary/Claimant.
 - 8.2.1.9 Proof of Residence of the Policyholder/Beneficiary/Claimant not older than 3 (three) months.
- 8.2.2 We reserve the right to request additional information to verify or process the Claim, which must be provided at the Policyholder and/or Beneficiary's costs.
- 8.2.3 If the Policyholder and Main Member are the same person, and the Policyholder did not nominate a Beneficiary in the Application, the benefit will be paid to the Spouse of the Policyholder if Barko receives proof of the marriage.
- 8.2.4 If no Spouse exists, the benefit will be paid to the person responsible for payment of the Funeral if acceptable proof for the payment of the funeral costs is received by Barko, failing which the benefit will become payable to the Policyholder's estate.
- 8.3 Family Member(s)
- 8.3.1 Upon the death of any of the Family Member (s), the Policyholder must visit any Barko Branch and submit the following documentation:
- 8.3.1.1 The claim form, obtained from the branch, must be completed and signed.
 - 8.3.1.2 Copy of the Policyholder's ID.
 - 8.3.1.3 Copy of the latest Bank Statement from the Policyholder.
 - 8.3.1.4 Copy of the deceased Family Member (s) ID or, in the event of the deceased being under the age of 16 (sixteen) years, a copy of the deceased Family Member (s) birth certificate.
 - 8.3.1.5 Death Certificate.
 - 8.3.1.6 Copy of the DHA 1663 – Notice of Death Form.
 - 8.3.1.7 A police report completed by the investigation officer where the death is as a result of a motor vehicle accident, suicide, murder, or where the death is under investigation.
 - 8.3.1.8 Proof of Residence of the Policyholder not older than 3 (three) months.
- 8.3.2 We reserve the right to request additional information to verify or process the Claim, which must be provided at the Policyholder's cost.
- 8.4 Stillborn
- 8.4.1 Upon the death of any Stillborn, the Policyholder must visit any Barko Branch and submit the following documentation:
- 8.4.1.1 The claim form, obtained from the branch, must be completed and signed.
 - 8.4.1.2 Copy of the Policyholder's ID.
 - 8.4.1.3 Copy of the latest Bank Statement from the Policyholder.
 - 8.4.1.4 Death Certificate.

8.4.1.5 Registered medical practitioners report confirming that the foetus was at least in existence for 26 (twenty-six) weeks of intrauterine existence and that the child was "Stillborn".

8.4.1.6 Proof of Residence of the Policyholder not older than 3 (three) months.

8.4.2 We reserve the right to request additional information to verify or process the Claim, which must be provided at the Policyholder's cost.

8.5 Unclaimed Benefits

8.5.1 If a valid and approved benefit under this Policy is an Unclaimed Benefit, Barko will take action to determine if the Policyholder/Beneficiary is alive and/or aware of the benefit payable to them under this Policy. Specifically, in the 3 (three) year period after the Unclaimed Benefit arises, Barko may:

8.5.1.1 Attempt to contact the Policyholder/Beneficiary telephonically and electronically to advise them of the Unclaimed Benefit or

8.5.1.2 determine the last known contact information of the Policyholder/Beneficiary by comparing internal and external databases, including the use of internet search engines and/or social media or

8.5.1.3 appoint an external tracing company to locate the Policyholder/Beneficiary.

8.5.2 Before the end of the 3 (three) year period referred to above, Barko will confirm the Unclaimed Benefit and transfer the amount of the Unclaimed Benefit to an account in the name of the Insurer. The Insurer will accept liability for the Unclaimed Benefit.

9. **Policyholder/Main Member Replacement**

In the event of the Death of the Policyholder/Main Member, **and there are currently other covered lives covered under the Policy**, the Policyholder/Main Member/Beneficiary/current Family Members/new Family Member may elect to continue with the Policy as the new Policyholder/Main Member and continue paying the Policy Premium in line with the remaining Insured's.

9.1 The Policyholder and Main Member are the same person

9.1.1 If the Policyholder has passed away or if the Policyholder can no longer afford the premiums payable, the Policyholder may be replaced by one of the following:

9.1.1.1 a current Family Member that is covered under the Policy.

9.1.1.2 A current Beneficiary.

9.1.1.3 a new Family Member that was not covered under the Policy Previously.

9.1.2 If a current Family Member replaces the current Policyholder, the new Policyholder will, in the future, be responsible for the payment of the premiums in terms of this Policy.

9.1.3 The new Policyholder's higher cover as a Main Member will commence after the new Main Member's Inception Date, subject to the waiting periods in terms of clause 6 above.

9.1.4 The new Policyholder will, however, have cover as a Family Member as from their original Family Member Inception Date subject to the waiting periods in terms of clause 6 above.

9.1.5 If a Beneficiary would replace the current Policyholder, the new Policyholder will, in the future, be responsible for the payment of the premiums in terms of this Policy.

9.1.6 The new Policyholder's cover as a Main Member will commence after the new Main Member's Inception Date, subject to the waiting periods in terms of clause 6 above.

9.1.7 The new Policyholder will, however, have no cover under the Policy until the new Policyholder Inception Date subject to the waiting periods in clause 6 above.

9.1.8 If a new Family Member would replace the current Policyholder, the new Policyholder will, in the future, be responsible for the payment of the premiums in terms of this Policy.

9.1.9 The new Policyholder's cover as a Main Member will commence after the new Main Member's Inception Date, subject to the waiting periods in terms of clause 6 above.

9.1.10 The new Policyholder will, however, have no cover under the Policy until the new Policyholder Inception Date subject to the waiting periods in terms of clause 6 above.

9.2 The Policyholder and Main Member are not the same person

9.2.1 If the Policyholder has passed away or if the Policyholder can no longer afford the premiums payable, the Policyholder may be replaced by one of the following:

9.2.1.1 The Main Member.

9.2.1.2 A current Beneficiary.

9.2.1.3 A New Family Member.

- 9.2.2 If a current Main Member would replace the current Policyholder, the new Policyholder will, in the future, be responsible for the payment of the premiums in terms of this Policy.
- 9.2.3 The new Policyholder will, however, have cover as a Main Member as from their original Main Member Inception Date subject to the waiting periods in terms of clause 6 above.
- 9.2.4 If a Beneficiary would replace the current Policyholder, the new Policyholder will, in the future, be responsible for the payment of the premiums in terms of this Policy.
- 9.2.5 The new Policyholder will, however, have no cover under the Policy.
- 9.2.6 If a new Family Member would replace the current Policyholder, the new Policyholder will, in the future, be responsible for the payment of the premiums in terms of this Policy.
- 9.2.7 The new Policyholder will, however, have no cover under the Policy.

9.3 The Policyholder/Main Member Replacement Procedure

- 9.3.1 A written request to replace the current Policyholder/Main Member in the Policy may be submitted to Barko if the Policyholder/Main Member has passed away and there are still Main Member/Family Member(s) covered under the policy.
- 9.3.2 Such a request must be made to Barko within 2 (two) months of the Policyholder/Main Member's Death.
- 9.3.3 Barko will consider the Policyholder/Main Member replacement request, and if approved, the current Policyholder/Main Member will be replaced with a new Policyholder/new Main Member.
- 9.3.4 The replacement request is subject to clauses 6 and 9 above.
- 9.3.5 The Replacement Request can be submitted as follows:
- 9.3.5.1 Visting one of the Barko Branches to assist with the replacement request.
 - 9.3.5.2 Phoning 013 235 1030 and speaking to a representative in the funeral insurance department.
 - 9.3.5.3 Phoning 064 870 5327 and speaking to a representative in the funeral insurance department.
 - 9.3.5.4 Phoning 080 777 3777 (toll-free number) and speaking to a representative in the funeral insurance department.
 - 9.3.5.5 Sending an email to funeral@barko.co.za.
 - 9.3.5.6 Sending an SMS/WhatsApp message to 064 870 5327.

10. **Downgrade/Upgrade of the Policy**

10.1 Downgrade to Standard Policy

- 10.1.1 The Policyholder can downgrade their Policy at any time as long as the Insurer agrees to the downgrade and they qualify to downgrade in terms of affordability and a needs assessment.
- 10.1.2 The Premium and Cover will decrease if electing to downgrade the Policy.

10.2 Upgrade to Standard Plus Policy/Premium Plus Policy

- 10.2.1 The Policyholder can upgrade their Policy at anytime as long as the Insurer agrees to the upgrade, and they qualify to upgrade in terms of affordability and a needs assessment.
- 10.2.2 Your Premiums and Cover applicable will change depending on the product selected to upgrade to.

10.3 Downgrade/Upgrade Procedure

- 10.3.1 The Downgrade/Upgrade Request can be submitted as follows:
- 10.3.1.1 Visting one of the Barko Branches to assist with the upgrade request.
 - 10.3.1.2 Phoning 013 235 1030 and speaking to a representative in the funeral insurance department.
 - 10.3.1.3 Phoning 064 870 5327 and speaking to a representative in the funeral insurance department.
 - 10.3.1.4 Phoning 080 777 3777 (toll-free number) and speaking to a representative in the funeral insurance department.
 - 10.3.1.5 Sending an email to funeral@barko.co.za.
 - 10.3.1.6 Sending an SMS/WhatsApp message to 064 870 5327.

11. **Cancellation Procedure**

- 11.1 If the Policyholder wants to cancel or change the current policies that they had before applying for this Policy, they need to consider the following:
- 11.1.1 they might be required to pay premiums on both policies, being Premiums on the old Policy(s) and for this Policy.
 - 11.1.2 they might be subject to the payment of higher Premiums due to age.
 - 11.1.3 They cannot claim any benefits during the Waiting Period subject to clause 6 above.
- 11.2 The Policyholder can request advice on the cancellation of current policies by:
- 11.2.1 Visting one of the Barko Branches (factual information only)
 - 11.2.2 Phoning 013 235 1030 and speaking to a representative in the funeral insurance department.

- 11.2.3 Phoning 064 870 5327 and speaking to a representative in the funeral insurance department.
- 11.2.4 Phoning 080 777 3777 (toll-free number) and speaking to a representative in the funeral insurance department.
- 11.2.5 Sending an email to funeral@barko.co.za
- 11.2.6 Sending an SMS/WhatsApp message to 064 870 5327

11.3 Cancellation during Cooling Off Period

- 11.3.1 The Policyholder will have a 31 (thirty-one) Day cooling off period, calculated as from the date of receipt of the Policy documentation, or from the date it can be reasonably assumed documentation was received or from the Policy Issue Date, during which the Policyholder can cancel their Policy or effect an amendment to their Policy.
- 11.3.2 Barko will refund all Premium(s) received towards the Policy if the Policy is cancelled within 31 (thirty-one) Days.
- 11.3.3 To cancel the Policy within the cooling-off period, the following steps must be taken:
 - 11.3.4 Visiting one of the Barko Branches and submitting a written cancellation notice.
 - 11.3.5 Phoning 013 235 1030 and speaking to a representative in the funeral insurance department.
 - 11.3.6 Phoning 064 870 5327 and speaking to a representative in the funeral insurance department.
 - 11.3.7 Phoning 080 777 3777 (toll-free number) and speaking to a representative in the funeral insurance department.
 - 11.3.8 Sending an email including your cancellation request to funeral@barko.co.za
 - 11.3.9 Sending an SMS/WhatsApp message to 064 870 5327 with your cancellation request.

11.4 After the Cooling-Off Period

- 11.4.1 After the 31 (thirty-one) Day cooling off period, the Policy may be cancelled, for whatever reason, by the Policyholder giving 31 (thirty-one) Days' notice in writing to Barko, or it may be cancelled by Barko giving 31 (thirty-one) Days' notice in writing to the Policyholder, by electronic communication.
- 11.4.2 The Insurer may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other necessary action to comply with the law and prevent or stop any undesirable or criminal behaviour.
- 11.4.3 Cover will cease at midnight on the last day for which the Premium has been paid.
- 11.4.4 In the event that the Policy is cancelled after the expiry of the cooling-off period, the Premiums paid will not be refunded to the Policyholder.

12. **Termination of the Policy.**

In the event of the Death of the Policyholder, the Policy is terminated unless the replacement option is exercised by the Main Member/Beneficiary/current Family Member/new Family Member within 2 (two) months of the Death of the Policyholder.

13. **No Surrenders or Cessions**

This Policy acquires no surrender, paid-up or loan values. There is no cumulative effect of Premiums paid, and each monthly Premium is used to cover the risk for that specific month. Each month, a Premium is to be paid to renew the cover.

14. **Fraud**

If any fraudulent means are used by the Policyholder or any Insured or anyone acting on their behalf to obtain any benefit amount under this Policy or if any of the Claim Events insured against are occasioned by the Policyholder intentional act, or with connivance, all benefits under the Policy and all Premiums paid in terms of the Policy will be forfeited. The Policy will be voidable at the Insurer's option. Any fraudulent activities to be reported to reportfraud@barko.co.za.

15. **Misrepresentation**

All information provided and declarations made by the Policyholder in the application for this Policy form the basis of this Policy. Any misrepresentation, misdescription or non-disclosure of any material fact by or on behalf of the Main Member shall render this Policy voidable, at the Insurer's option, unless such Misrepresentation, misdescription or non-disclosure has been made in good faith.

It is the responsibility of the Policyholder to inform Barko or the Insurer if any of their circumstances change and where this could affect the outcome of a potential Claim and/or invalidate this Policy and its benefits. In the event of a Misrepresentation of the Age of an Insured, the benefit will be revised using the correct age and taking the Premium paid. The benefit will be payable to the correct cover level. In the event of a material Misrepresentation that would have resulted in the Policy not being issued, a full refund of all Premiums paid will be refunded to the Policyholder or Claimant, less costs of any administration or any risk cover enjoyed.

16. **Variations**

- 16.1 This Policy is issued on the basis that the statements and information made and set forth in the application form and all declarations made in respect thereof are true and correct and constitute a full disclosure of all facts and circumstances likely to materially affect the assessment of the risk at the time of the issue of this Policy.

- 16.2 The Insurer will not change or Vary the terms and conditions during the first 12 (twelve) months after the Policy Inception Date unless there are reasonable actuarial grounds to change or Vary the terms and conditions or when the Variation to the terms and conditions will be to the benefit of the Policyholder.
- 16.3 After the first 12 (twelve) months, the Insurer reserves the right to change or Vary the terms and conditions annually.
- 16.4 Any changes to the terms and conditions will be notified to the Policyholder 31 (thirty-one) Days prior to the change taking effect.
- 16.5 Such notification will provide appropriate details of the reasons for any change to the provisions, terms or conditions of the Policy and an explanation of the implications of the change.
- 16.6 Any Variations and/or changes will be binding on both the Insurer and the Policyholder and can be applied only after written communication of these changes has been sent to the Policyholder's last known address as it appears in our records.

17. Legal and Contractual Relationship with the Insurer

- 17.1 This Policy is subject to a cell-captive relationship between the Insurer and Barko as a result of a shareholder and subscription agreement concluded between the Insurer and Barko, whereby Barko is entitled to share in the profits and losses generated by the insurance business. Barko earns a commission of 20%, an intermediary fee of 9% levied on the policy and payable to Barko monthly.
- 17.2 Barko does not hold more than 10% of Guardrisk Life Limited shares, and Barko did not receive more than 30% of their remuneration from Guardrisk Life Limited in the last 12 (twelve) months.
- 17.3 Barko and the Insurer have concluded a shareholder and subscription agreement entitles Barko to place insurance business with the Insurer.
- 17.4 The shareholder and subscription agreement entitles Barko to share in the profits and losses generated by the insurance business.
- 17.5 The Insurer may distribute dividends, at the sole discretion of the Insurer's Board of Directors, to Barko during the existence of the Policy.
- 17.6 A copy of the Conflict-of-Interest Management Policy can be requested from funeral@barko.co.za

18. Additional Disclosure Details

- 18.1 **Barko is a Financial Service Provider, Intermediary and Administrator.**
- 18.2 Barko is licensed in terms of the FAIS Act, FSP number 45614.
- 18.3 According to the FSP Licence, Barko is authorised to render Intermediary Services in respect of Long-Term Insurance Subcategory A, B1, B1-A, B2 and B2-A.
- 18.4 Barko is in possession of the required written agreements to act as an intermediary of the Insurer.
- 18.5 Barko has a financial interest in offering policies of this Product Supplier but emphasises the need for the client to have the freedom of choice.
- 18.6 Barko has Professional Indemnity and Fidelity Guarantee cover in place.
- 18.7 Without in any way limiting to the other provisions of the Services Agreement / Mandate, Barko accepts responsibility for the lawful actions of their Representatives (as defined in the FAIS Act) in rendering financial services within the course and scope of their employment.
- 18.8 **Guardrisk is an Insurer and Underwriter (Product supplier)**
- 18.9 Guardrisk Life Limited is licensed in terms of the FAIS Act, FSP number 76.
- 18.10 According to the FSP License, Guardrisk Life Limited is authorised to give Advice and render Intermediary Services in respect of Long-Term Insurance subcategories A, B1, B1-A, B2, B2-A and C.
- 18.11 Guardrisk Life Limited has Professional Indemnity and Fidelity Guarantee cover in place.
- 18.12 Guardrisk Life Limited has a Conflict-of-Interest Management Policy on the website.

Details of Company	Barko Financial Services (Pty) Ltd	Details of Insurer	Guardrisk Life Limited
RegistrationNumber	1999/022139/07	RegistrationNumber	1999/013922/06
FSP Number	FSP 45614	FSP Number	FSP 76
Physical Address	Menlyn Woods Office Park, 291 SpriteAvenue, Faerie Glen, Gauteng, 0081	Physical Address	The Marc, 129 Rivonia Road, 2nd Tower, Sandton, 2196
Postal Address	P.O. Box 37004, Faerie Glen, Pretoria, Gauteng, 0043	Postal Address	PO Box 786015, Sandton, 2146
Telephone Number	(013) 235 1030	Telephone Number	(011) 699 1000
Email Address(claims)	funeral@barko.co.za	Complaints Telephone Number	0860 333 361
Compliance Officer	Martie Ruthven	Email Address (Complaints)	complaints@guardrisk.co.za
Compliance Telephone Number	087 980 5002	Email Address (General)	info@guardrisk.co.za
Compliance E-mail Address	claims@barko.co.za	Email Address (Compliance)	compliance@guardrisk.co.za
Website	www.barko.co.za	Website	www.guardrisk.co.za

19. Complaint Resolution Process

19.1 Internal Complaints Process

- 19.1.1 Complaints relating to any advice given by the Intermediary, as well as any Claims complaints or any other complaints, may be notified as follows:

- 19.1.1.1 Visting one of the Barko Branches to assist in submitting the complaint.
- 19.1.1.2 Phoning 013 235 1030 and speaking to a representative in the funeral insurance department.
- 19.1.1.3 Phoning 064 870 5327 and speaking to a representative in the funeral insurance department.
- 19.1.1.4 Phoning 080 777 3777 (toll-free number) and speaking to a representative in the funeral insurance department.
- 19.1.1.5 Sending an email to funeral@barko.co.za.
- 19.1.1.6 Sending an email to customercare@barko.co.za
- 19.1.1.7 Sending an SMS/WhatsApp message to 064 870 5327.

19.1.2 The Complaints Management Framework of Barko can be obtained from the website. Alternatively, a copy can be requested via e-mail by sending a request to funeral@barko.co.za.

19.1.3 If you are not satisfied with the outcome of the complaint, the Insurer [Guardrisk Life Limited] can be contacted by sending an e-mail to complaints@guardrisk.co.za.

19.2 External Complaints Process

If you are not satisfied with the outcome of the Internal Complaint Process, the complaint can be escalated as follows:

THE FINANCIAL SECTOR CONDUCT AUTHORITY IF ANY COMPLAINT TO THE INTERMEDIARY OR UNDERWRITER IS NOT RESOLVED TO YOUR SATISFACTION		NATIONAL FINANCIAL OMBUD SCHEME FOR ALL CLAIMS/SERVICE-RELATED MATTERS	
Postal Address	P.O. Box 35655 Menlo Park 0102	Physical Address	Claremont Central Building, 6 th Floor, 6 Vineyard Road, Claremont, 7708
Telephone Number	012 428 8000 0800 20 37 22	Telephone Number	0860 800 900
Email Address (complaints)	info@fsca.co.za	Email Address (complaints)	info@nfosa.co.za
Website	www.fsca.co.za	Website	www.nfosa.co.za
online application	https://www.fsca.co.za/Pages/Contact-Us.aspx	online application	Submit a Complaint – NFOSA
THE INFORMATION REGULATOR IF YOUR PERSONAL INFORMATION HAS BEEN VIOLATED		THE INFORMATION REGULATOR IF YOUR PAIA REQUEST HAS BEEN DENIED BY BFS	
Address	27 Stiemens Street, Braamfontein, Pretoria, 0001	Address	27 Stiemens Street, Braamfontein, Pretoria, 0001
Telephone Number	010 023 5200	Telephone Number	010 023 5200
Email Address (complaints)	POPIAComplaints@inforegulator.org.za	Email Address (complaints)	PAIAComplaints@inforegulator.org.za
Website	www.inforegulator.org.za	Website	www.inforegulator.org.za
online application	https://inforegulator.org.za/complaints/	online application	https://inforegulator.org.za/complaints/

20. Treating Customer Fairly

20.1 The TCF principles are viewed seriously by Barko, and all 6 (six) Outcomes are consistently practised.

20.2 Barko will endeavour to deliver excellent customer experiences in all our interactions with any client, which we will achieve through the ongoing review of all our business practices and analysis of complaints.

20.3 It is our objective to be fair in Our treatment of all clients and partners and be compliant, in all aspects, of the 6 (six) Outcomes of the Treating Customers Fairly framework.

20.4 These Outcomes are:

20.4.1 You are confident that your fair treatment is key to Our culture.

20.4.2 Products and Services are designed to meet Your needs.

20.4.3 We will communicate clearly, appropriately and on time.

20.4.4 We provide advice which is suitable to your needs and circumstances.

20.4.5 Our products and services meet Your standards and are of an acceptable level and

20.4.6 There are no barriers to accessing our services or to lodge any complaints.

21. Personal information

21.1 The Policyholder's privacy is of utmost importance to Barko.

21.2 Barko will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by the Policyholder or which is collected from the Policyholder is processed in accordance with the provisions of this Act and further, is stored in a safe and secure manner.

21.3 The Policyholder hereby agrees to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary. Unless consented to by the Policyholder, Barko/the Insurer will not sell, exchange, transfer, rent or otherwise make available Personal Information (such as marital status, national origin, age, language, birth, education, financial history, identity number, social media profile, biometric information (like fingerprints, your signature or voice), your name, address, email address, telephone or fax number and your credit history).

21.4 The processing of Personal Information includes the collection, storage, updating, use, making available or destruction thereof.

21.5 Barko/the Insurer may process information for the following reasons (among others):

- 21.5.1 To establish and verify the Policyholder's identity in terms of the applicable legislation.
- 21.5.2 To enable Barko/the Insurer to fulfil its obligations in terms of this Policy.
- 21.5.3 To enable Barko/the Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the applicable legislation.
- 21.5.4 Reporting to the relevant Regulatory Authority/Body in terms of the applicable legislation.

- 21.6 Barko may share your information with the following persons (among others) who have an obligation to keep the Policyholder's information secure and confidential:
 - 21.6.1 Payment processing service providers, merchants, banks, and other persons that assist with processing your payment instructions.
 - 21.6.2 Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
 - 21.6.3 Regulatory authorities, industry ombudsman, governmental department, local and international tax authorities, and other persons that Barko, under the law, has to share your information with.
 - 21.6.4 Credit Bureaus.
 - 21.6.5 Barko's service providers, agents and sub-contractors like couriers and other persons Barko uses to offer and provide products and services to the Policyholders.
 - 21.6.6 Persons to whom Barko cedes their rights or delegates their obligations in terms of the Policyholders Policy.

- 21.7 The Policyholder indemnifies Barko/the Insurer from any claims resulting from disclosures made with consent.
- 21.8 The Policyholder understands that if Barko/the Insurer has utilised Personal Information contrary to the applicable laws, the Policyholder has the right to lodge a complaint with Guardrisk.
- 21.9 Should Guardrisk not resolve the complaint to the Policyholder's satisfaction, the Policyholder has the right to escalate the complaint to the Information Regulator.
- 21.10 Barko may process information using automated means to decide about or apply for any products or services.
- 21.11 The Policyholder may query the decision made by:
 - 21.11.1 Phoning 064 870 5327 and speaking to a representative in the funeral insurance department.
 - 21.11.2 Phoning 080 777 3777 (toll-free number) and speaking to a representative in the funeral insurance department.
 - 21.11.3 Sending an email to privacy@barko.co.za
 - 21.11.4 Sending an email to funeral@barko.co.za.
 - 21.11.5 Sending an email to customercare@barko.co.za
 - 21.11.6 Sending an SMS/WhatsApp message to 064 870 5327.

- 21.12 The Policyholder has the right to access the information Barko has by
 - 21.12.1 Phoning 064 870 5327 and speaking to a representative in the funeral insurance department.
 - 21.12.2 Phoning 080 777 3777 (toll-free number) and speaking to a representative in the funeral insurance department.
 - 21.12.3 Sending an email to privacy@barko.co.za
 - 21.12.4 Sending an email to funeral@barko.co.za.
 - 21.12.5 Sending an email to customercare@barko.co.za
 - 21.12.6 Sending an SMS/WhatsApp message to 064 870 5327.

- 21.13 The Policyholder has the right to request to correct or delete information Barko has if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept by:
 - 21.13.1 Phoning 064 870 5327 and speaking to a representative in the funeral insurance department.
 - 21.13.2 Phoning 080 777 3777 (toll-free number) and speaking to a representative in the funeral insurance department.
 - 21.13.3 Sending an email to privacy@barko.co.za
 - 21.13.4 Sending an email to funeral@barko.co.za.
 - 21.13.5 Sending an email to customercare@barko.co.za
 - 21.13.6 Sending an SMS/WhatsApp message to 064 870 5327.

- 21.14 The Policyholder may object on reasonable grounds to the processing of information by:
 - 21.14.1 Phoning 064 870 5327 and speaking to a representative in the funeral insurance department.
 - 21.14.2 Phoning 080 777 3777 (toll-free number) and speaking to a representative in the funeral insurance department.
 - 21.14.3 Sending an email to privacy@barko.co.za
 - 21.14.4 Sending an email to funeral@barko.co.za.
 - 21.14.5 Sending an email to customercare@barko.co.za
 - 21.14.6 Sending an SMS/WhatsApp message to 064 870 5327.

- 21.15 The Policyholder may not object to the processing of information if consent is provided or legislation requires the processing.

21.16 The Policyholder has the right to withdraw their consent, which allows Barko to process the information; however, Barko will continue to process the information if permitted by the Applicable laws.

22. General

- 22.1 The Policy is a funeral Insurance Policy.
- 22.2 This Policy pays cash for funeral expenses to the Policyholder in the event of the Death of their Main Member/Family Member(s) and pays cash to their Beneficiary/Spouse/person responsible for the funeral expenses in the event of the Death of the Policyholder.
- 22.3 This Application, Terms and Conditions, and the Membership Certificate are the Policy Agreement.
- 22.4 No parties to the Policy can borrow money against the Policy.
- 22.5 This Policy cannot be ceded.
- 22.6 The Policyholder will be informed of any material changes to the information about Barko and the Insurer provided above.
- 22.7 If any of the information reflected above was given verbally, this disclosure notice serves to provide the information in writing.
- 22.8 A copy of the Policy will be sent to you at no charge.
- 22.9 The Policyholder is not obliged to purchase this product, and the Policyholder confirms that they have chosen to purchase this product without being induced or pressurised.
- 22.10 Incorrect information or a material non-disclosure or misrepresentation of important information, including facts by the Policyholder, may influence Barko and/or the Insurer on any Claims arising from this Policy.
- 22.11 If the Policyholder gave information that is not correct, the Policyholder must correct it immediately.
- 22.12 If the Policyholder is unsure what information to disclose, give too much information rather than too little.
- 22.13 Barko will not pay the Claim if the Policyholder commits fraud or tries to commit fraud during the claim stage.
- 22.14 In such instances, all benefits will cease, and all Premiums paid will be forfeited.
- 22.15 If any part of this Policy does not agree with the Membership Certificate, the Membership Certificate will be seen as correct.
- 22.16 Any indulgence, leniency, or extension of time which Barko or the Insurer may grant or show to you shall not in any way prejudice Barko or the Insurer from exercising any of their rights in the future.
- 22.17 Unless otherwise expressly provided in this Policy, nothing in this Policy shall give any rights to any person other than the Policyholder/Main Member/Beneficiary/Family Member(s).
- 22.18 Payment to the Policyholder/Beneficiary/Claimant shall, in every case be a full discharge from the Insurer.
- 22.19 Spouse written consent. If the Policyholder is married in a community of property, the Policyholder confirms that they have their spouse's written consent to apply for this Policy.

Signature Clause

Client Present

The Policyholder acknowledges and confirms that by placing their fingerprint on the fingerprint scanner, they electronically sign this Policy and agree to be legally bound by its terms and conditions.

Client not Present

By electronically confirming on the USSD, alternatively the WhatsApp for Business platform, **"I accept,"** the Policyholder electronically signs this Policy and agrees to be legally bound by its terms and conditions. The USSD, alternatively the WhatsApp for Business string attached to this Policy will serve as the confirmation of the Policyholder's acceptance in the USSD, alternatively the WhatsApp for Business platform, and is legally binding.

Electronically signed at _____ on this _____ day of _____ 20_____.