



## HERMINIX FUNERAL ASSIST TERMS and CONDITIONS

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## 1. PRE-AMBLE

- 1.1. This document defines the Terms and Conditions upon which the Membership, benefits and services, are delivered to members and defines the Herminix Funeral Assist Programme. The information in this agreement includes all benefits, services available to members. Members only enjoy benefits chosen as defined on the Benefit Overview.
- 1.2. The parties to the Herminix Funeral Assist program are:
- 1.3. You (the Member) as on the application for membership and further referred to as the "Member"; and
- 1.4. Herminix (Pty) Ltd registration number 2012/191099/07 who is the appointed Administrator and further referred to as the "Company", with place of business at 12 Natalie Avenue, Murrayfield, Pretoria, 012 111 0296 / 012 803 6533
- 1.5. Please take note that some of the benefits are supplied through our-source 3<sup>rd</sup> party Service Suppliers and each Service Supplier has its own Terms and Conditions and Regulations.

## 2. DEFINITIONS

- 2.1 "Benefits" means the benefits and or services as further specifically described in this agreement and as specified on the Benefit Overview. Consumer Legal and the Administrator have the right to change or add or remove any benefit, without notice.
- 2.2 "Client(s)" means the client also referred to as member, who applied for membership and certain rewards benefits as defined in this agreement and who was accepted as a member.
- 2.3 "Contributions" means the pre-paid monthly membership fee payment that is due by a Member in advance.
- 2.4 "Coverage" means the benefits attached defined in this document and specified on the application and Benefit Overview and for which a paid-up Member and his or her Dependant(s) are eligible, if dependants were chosen to be included and registered.
- 2.5 "Paid-up" means the member has paid in advance (pre-paid) for the membership and rewards services benefits each month and no payment has been rejected or returned. In the event that a member has enjoy benefits which was paid-up at the stage of utilisation and later on the payment is rejected for any reason at all, the member will be legally responsible for the payment of such benefits or services and the Service Supplier will have the full right to take legal action, at client Attorney costs, to recover such payment. If the membership fee was not paid for a specific month, the Company have the right to double deduct the next month or to change the inception date.
- 2.6 "Deductible" means the rewards programme membership fee amount, which must be paid by the Member, in advance.
- 2.7 "Member" means a person who has been accepted and who have received this acceptance letter and terms and conditions of a Membership and who has paid the Consumer Legal Assist program membership fee in advance, every month, for the membership, rewards, benefits and services chosen and as defined on the Benefit Overview and welcome documentation.
- 2.8 "Starting Date" means the date when membership start, also refer to as inception date. Membership work in calendar months and membership fees are paid in advance. Membership will only start the first of the next calendar month if the first payment was received after the 16<sup>th</sup> of a month. Special Note: The membership starting date will be depended on when the first membership fee is paid, and it may differ from the date of the application.

## 3. Eligibility

Persons over the age of 16 years of age who have applied for membership of the Herminix Legal Assist program and who have paid the prescribed membership fee as outlined in the membership application, and who have completed the membership application, either on paper, on line, per call centre voice recording in complete detail, or where the member signed on line, are eligible. Notwithstanding, the afore-mentioned, the Company retains the right to investigate and to verify that the eligibility



requirements have been met and the Company may, at its sole discretion, refuse an application or terminate the coverage and or membership of a Member and his or her Dependents who are not eligible for benefits. If, upon evaluating a membership application, the Company discovers that the eligibility requirements have not been met, its only obligation shall be, to refund the afore-mentioned membership fees, after costs already incurred by the Company and its Services Suppliers have been deducted.

#### **4. Effective Date**

- 4.1 The "Effective Date" is the date on which the Company approved and accept a person's application for membership. Membership works on full calendar months. Where first membership payment was received after the 16<sup>th</sup> of any month, membership will start only on the first of the next month.
- 4.2 In the event where a membership fee, for a specific month was not paid or deducted, then the Company will have the right to, without notice, change the inception or start date or may request a double deduction the following month or Suspend Membership until membership fees are paid up to date or may terminated the Membership. The onus is on the Member to make sure that Membership fees are paid monthly as Members will have no benefits while Suspended.

#### **5. Expiration Date**

- 5.1 The coverage period shall terminate on the earliest of the following dates:
  - 5.1.1 In the event where a member's membership fee is not paid, the last day of the month for which the last prescribed membership fee was received; or
  - 5.1.2 In the event when two month's membership fees were not paid, the membership will be terminated without any further notice.
  - 5.1.3 The date on which a member's membership is terminated for cause by the Company; or
  - 5.1.4 For dependent children, (if added), the date on which the dependent child reaches the age of 21 years of age, upon which date the dependent child will automatically become an extended adult family member and the contribution will automatically increase with the contribution as an extended adult member, if not specifically cancelled by the main Member one calendar month before the child's birthdate; or
  - 5.1.5 The date on which the member has informed the Company that the Member has cancelled subscription by giving one calendar month written notice.

#### **6. Limits of Liability**

- 6.1 Any claim for any pre-paid and or discount benefit, service, benefits or reward that is not submitted to the Company or the service supplier within 90 days after the benefit became, due shall be denied.
- 6.2 No benefits, other than a benefit due to a Member under the programme, shall be construed or deemed to be a benefit to which a Member or his or her dependent(s) are entitled, if dependents were added.
- 6.3 Membership fees received will be regarded as a membership contribution for a calendar month.

#### **7. Exclusions**

- 7.1 Any exclusions imposed by service suppliers, as per the specific rules and terms of each benefit as specified in the service supplier's documentation, which is included in this agreement.
- 7.2 In any event were fraud or misrepresentation was involved by the member or any dependants.

#### **8. Communication**

- 8.1 The Company's choice of communication is all accepted electronic communication which includes, but not limited thereto, SMS, MMS, USSD and E-mail.
- 8.2 It is the member's responsibility to inform the Administrator, if any communication must be in a hard copy through normal postal services.



- 8.3 By applying for the Program product(s), the member authorised the Company to communicate to the member in any way acceptable other benefits and offers for the possible benefit of the member. The member must inform the Company if the Member don't want to be informed of new and other benefits.
- 8.4 All communication, personal data and information will be kept Confidential.

## SPECIFIC BENEFITS TERMS AND CONDITIONS SECTION

### 9. Herminix Funeral Assist Membership

Herminix Funeral Assist Membership program includes a basket of rewards, discounts, services and benefits which includes:

- 9.1. Funeral assistance benefits as per scale of assist benefits and membership level chosen.
- 9.1.1. Principal Member plus Children Benefit.
- 9.1.2. Special Note: Only children who is registered as per the application form or Telephonic voice recording will enjoy benefits. It is the member's responsibility to ensure that children information is on record.
- 9.1.3. Benefit scale of assist benefits:

<b>Membership Level: Single Member 18 to 65 years</b>	<b>SS1A</b>
Funeral assistance benefit for Single Member	R10,000
Accidental Death Assistant benefit	R10,000
<b>Membership Level: Family Member 18 to 65 years</b>	<b>HF1A</b>
Funeral assistance benefit for applicant, Spouse & children	R10,000
Accidental Death Assistant benefit	R10,000
Children 0 to 6 years of age assistance benefit	25%
Children 7 to 13 years of age assistance benefit	50%
Children 14 to 21 years of age assistance benefit	100%
Waiting Periods for natural death are 3 months from inception date. Accidental death has no waiting period. Benefits work in calendar months starting always on the 1 <sup>st</sup> of the month. <b>IF THERE IS NO PAYMENT FOR A MONTH AND THE MEMBERSHIP IS CANCELLED AND STARTED AGAIN WILL IT BEE REGARDED AS A NEW MEMBERSHIP WITH FULL WAITING PERIOD</b>	

- 9.1.4. Monthly cost for this Assistance benefit per principal member is FREE but the membership fees must be paid up to date. Age at entry: 18 to 90 years.
- 9.1.5. Please note that age at entry above refers to the actual age of the principal member at entry into the scheme.
- 9.1.6. Benefits
- 9.1.7. Minimum and maximum age at entry: The minimum age at entry for a principal member is 18 years. The maximum age at entry for a principal member is 65 years. The maximum age at entry for a child is 21, The age at entry is the actual age at the date of application.
- 9.1.8. Under the family plan will the spouse or partner enjoy the same membership benefits as the principle member.
- 9.1.9. Condition for assistance: Assistance Benefits will only be available while the Rewards Membership is paid every month in advance. Benefits for a member will commence from the 1<sup>st</sup> of a calendar month for which calendar month, the first membership fee is received.
- 9.1.10. The Administrator and/or Service Supplier reserves the right to decline any assistance, service or benefit if at claims stage it is determined that the Principal Member would not suffer a financial loss, such as funeral costs or related burial costs, as a result of the death of the nominated person.



- 9.1.11. Membership will cease when membership fees are not paid within the 30-day grace period allowed for the payment of membership fees that are due.
- 9.1.12. Claim notification period: There will be a 6 month claim notification period. Claims will need to be submitted within 6 months of the member's deceased date of death in order for any assistance to be considered.
- 9.1.13. Members must contact the Administrator for any assistance benefits. If the Administrator is not contact and if assistance is not approved before any action is taken by the Member, will the costs for any assistance be for the Members own account.
- 9.1.14. Exclusions
- 9.1.14.1. A member and dependents are required to be permanently resident in the Republic of South Africa to be included under this program. Benefits under this rewards program in respect of the principal member and his/her dependents, immediate family members, parents or extended family members shall terminate if the principal member resides for a continuous period exceeding three months outside of South Africa.
  - 9.1.14.2. The following exclusions and limitations apply in respect of all benefit plans offered in terms of this program in respect of the registered members:
  - 9.1.14.3. No benefits shall be granted, or assistance being given in the event of the death of any member resulting directly or indirectly from, or which is attributable to, attempted suicide or suicide during the first 12 (twelve) months from the inception date in respect of each member.
  - 9.1.14.4. The program will provide that no benefit will be given in the event of death occurring as a direct or indirect consequence of:
    - 9.1.14.4.1. Active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to an uprising, military or usurper power (To seize, take over or occupy without right and hold by force or without legal authority).
    - 9.1.14.4.2. The use of nuclear, biological or chemical weapons, or any radio-active contamination; or attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radio-activity or nuclear, biological or chemical warfare agent.
    - 9.1.14.4.3. is caused (directly or indirectly) by acts of God, tsunami, cyclone, earthquake and/or landslide.
    - 9.1.14.4.4. result (directly or indirectly) of a health epidemic.
    - 9.1.14.4.5. Irrespective whether any of the aforesaid has been performed with the specific use of information technology, no quest for assistance instituted shall be recognised or entertained unless written notice of such member's death was received within 6 (six) months after the death of the member.
- 9.1.15. Territorial limits
- 9.1.16. Benefits under this program in respect of any member shall terminate if the Principle Member concerned resides for a continuous period exceeding three months outside of South Africa.
- 9.1.17. Definitions
- 9.1.17.1. A Principal Member(s) means any person who satisfies the eligibility requirements on or after the commencement date.
  - 9.1.17.2. A Child means an unmarried child of the Principal Member, under the age of 21 years, who is resident in the Republic of South Africa and shall include an adopted child, a biological child, a dependent step child, including the child of any Spouse and a Stillborn child. Children shall have the corresponding meaning.
  - 9.1.17.3. Stillborn means the death of a foetus of at least 26 (twenty-six) weeks or longer after conception or immediately prior to or during delivery, limited to a maximum assistance of 2 (two) stillbirths.



9.1.17.4. A Spouse or a Partner means the legal wife or partner of the main member whose full details was supplied, registered and who was accepted as a member, under the family membership category, will enjoy the same benefits as the main member.

9.1.18. Disclosure in respect of Funeral Assist benefit

9.1.19. The free funeral assist benefit offered with the Herminix Funeral Assist Membership is underwritten by a registered Insurance Company in South Africa, a contract between Herminix (Pty) with Your Broker House (Pty) FSP 6444 and the Insurance Company, currently KGA Life Limited FSP 15980 directly. Herminix hold the Rights to change Insurers at any stage without notice.

## 10. Emergency Medical response and Repatriation of Mortal remains.

### 10.1. DETAILS ON THE PRODUCT

<b>PRODUCT</b>	<ul style="list-style-type: none"><li>• Funeral Assistance and Repatriation of Mortal Remains</li><li>• Emergency Medical Response, Stabilisation and Transportation</li><li>• Medical Advisory Services and Trauma Bereavement Counselling</li></ul>
<b>TERRITORY</b>	Emergency Medical response benefits are available in South Africa only, Repatriation of Mortal remains benefit includes South Africa and neighbouring countries
<b>BENEFICIARY</b>	Principal Member, Spouse and up to 5 dependent children residing with and dependent on the Principal Member
<b>SUBSCRIPTION FEE REVIEW</b>	Minimum annual 10% operational cost increase, subject to utilisation. HFC (Health Finance Corporation) reserve the right to review the subscription fee should the confirmed utilization require such by providing the client with 1 calendar months' notice. Should the re-negotiation fail, either Party will have the option to terminate the agreement with 30 days' notice.
<b>Contact number</b>	010 109 0429 24h00 per day 365 days per year

### 10.2. TERMS AND CONDITIONS

All Members should read and understand the terms and conditions applicable to the provision of the benefits and services and pay special attention to all the terms printed in bold. The full text of the terms and conditions are available at HFC offices. Please contact or call HFC on 0861 194 637 Office hours if anything is not clear.

**If the Contact Centre is NOT contacted in the 1st instance, any costs incurred will be for the Member's own account.**

### 10.3. PRODUCT DESCRIPTION

#### 10.3.1. Repatriation of Mortal Remains

Should the passing of a Member occur whilst away from home, HFC shall procure that ER24 or another suitable service provider, will make all the arrangements for the repatriation of the body where the death of a Member has occurred at a location more than 100km from the Member's place of residence, which would include locations within the RSA and neighbouring countries e.g. Lesotho, Namibia, Mozambique, etc. including international repatriations.

All the arrangements to transport the mortal remains of a Member will be handled on behalf of the family, taking into consideration family requests and in particular special care with regard to particular customs and beliefs.



### 10.3.2. **Emergency Medical Response, Stabilisation and Transportation**

In the event of a medical emergency, as contemplated in this Agreement, HFC shall procure that –  
the ER24 contact centre or any other suitable service provider engaged by written agreement between the parties, will immediately dispatch an appropriate road or air ambulance which is staffed by their appropriately qualified emergency medical care practitioners. Once at the scene of the incident, lifesaving support will be provided to the patient and where relevant, the patient will be stabilised before transfer is provided to the closest most appropriate medical facility / as per client customised requirements;

a team of medical professionals will prioritise a transfer of the patient based on medical conditions, the degree of urgency, the patient's state and fitness to travel. Other considerations include but are not limited to airport availability, weather conditions and distance to be covered as assessed by the attending doctor. The emergency medical centre contact centre and operational team will determine whether transport will be provided by medically equipped helicopter, regular scheduled flight or road.

## 11. **Medical Advisory services and Trauma Bereavement Counselling**

The following services are available to the registered members and children and supplied by Health Finance Corporation.

The territory covered includes South Africa, Swaziland and Lesotho.

Our doctors and medical team will be available 24hrs. All calls received are managed by an expert nurse or paramedic.

### 11.1. **Medical advisory services for the registered members Member and children 24hr telephonic medical advice – Members can call at any time for advice or information regarding general medical and health issues.:**

- Emergency First Aid advice
- Symptom assessment and referral
- Information about chronic conditions, prescribed medication and drug database
- Health counselling
- Stress Management
- Medical travel information
- Substance abuse and poison information
- Generic medical advice

### 11.2. **Trauma & Bereavement Counselling for registered members Member and children.**

- A 24-Hour Trauma Counselling line is available in the event of any traumatic event such as hijacking, burglary, motor accident, the loss of a loved one, school bullying, suicide, diagnosis of a chronic or life-threatening medical condition, etc.
- An uninterrupted, confidential and professional telephonic counselling facility is available to customers every day of the year. Should the counsellor determine a need for additional face-to-face counselling, the member will be directed to an appropriate trauma counselling centre.



**11. Collage Discounts**

Members and their families qualify for a discretionary 10% discount for study courses done through Collages in South Africa.

Members need to send an email to [study@hmx.co.za](mailto:study@hmx.co.za) or call our offices 012 111 0296 for more information.

**12. Regenerative Medicine and Stem Cell Cell-based Treatment Discounts**

- 3.1. Members qualify for a discretionary 10% discount for Regenerative Medicine and Stem Cell, Cell-based Treatment through the Stem Med Doctors Network.
- 3.2. Various illnesses and injuries can be cured with Regenerative Medicine and Stem Cell, Cell-based Treatment such as Diabetic 1 and accident related injuries.
- 3.3. Regenerative Medicine and Stem Cell, Cell-based Treatment cure the illness or injury which is different from modern medicine which only treat the symptoms. In many cases an injury can be cured without an operation.
- 3.4. The Stem Med Doctors Network will send all registered members communication on the illnesses and injuries which can be cured with Regenerative Medicine and Stem Cell, Cell-based Treatment.
- 3.5. Call our offices during office hours on 012 111 0296 for more information.

**13. Consumer Protection**

It is hereby noted that this agreement falls under the Consumer Protection Act of South Africa. In the event of any dispute and where such possible dispute cannot be solved between the company and the Client, the client has the right to turn to the Consumer Ombudsman to solve the situation.

Consumer Ombudsman contact details: National Consumer Commission (NCC)

Contact Details: Share Call: 0860 26 67 86, Fax: 0861 51 52 59, e-mail: [ncc@thedti.gov.za](mailto:ncc@thedti.gov.za) ,

Website: [www.nccsa.org.za](http://www.nccsa.org.za)

**14. Complaints**

The company has a complaint procedure in place. In the event of any complains, contact the Herminix Customer Solutions (Pty) Ltd directly in writing stating clearly the complaint before contacting the Consumer Ombud. Herminix Customer Service department will investigate the complaint and will communicate back to the Member within 5 working days. In the event that the complaint is against a service supplier, might there be a delay and may take the investigation up to 30 days.

Send any complaint in writing to: Postal Address: 12 Natalie Avenue, Murrayfield, Pretoria, 0184. Email Address: [complaints@hmx.co.za](mailto:complaints@hmx.co.za) Telephone number: 012 111 0296 / 012 803 6533