TERMS & CONDITIONS

1. Definitions and Interpretation

1.1. In this Agreement the following terms and expressions shall have the following meanings:

'Agreement' means this Agreement and all schedules and amendments to it, as agreed between the parties from time to time.

'Beneficiary' means the person entitled to the Funeral Cover.

'Combined Cover' means a single funeral plan provided by Elie & Sons Funeral Scheme Ltd where the Subscriber subscribes for a Family Cover for a maximum of 7 persons and takes additional cover for a maximum of 4 other Beneficiaries (who must to be close relatives of the Principle Member or their spouse).

'Elie & Sons' means Elie & Sons Ltd a company incorporated under the laws of Mauritius with business registration number C07021718 and having its registered address at 191, Royal Rd, Beau Bassin 1711-02. Elie & Sons is a third party service provider for the purposes of this Agreement.

'Elie & Sons Funeral Scheme' means Elie & Sons Funeral Scheme Ltd., a company duly incorporated under the laws of Mauritius with Business Registration Number C11101373, having its registered office at 283, Royal Road, Beau Bassin.

'Family Cover' means, a single funeral plan provided by Elie & Sons Funeral Scheme Ltd to spouses and descendants (or alternatively their ascendants) within a family related to one another within the first-degree, and which provides cover for up to a maximum 7 Beneficiaries.

'Funeral Cover' means the provision of the Subscribed Services to a Beneficiary.

'Funeral Plan' means the funeral plan selected overleaf by the Subscriber.

Prepaid services plan' (PSP) The service is provided at a fixed value, with payment structured in equal monthly instalments over a period of 72 months.

'Optional Services' means the services and products, in addition to the Standard Services, selected overleaf.

'Subscribed Services' means Standard Services and Optional Services (if any) selected overleaf as well as Elie & Sons Funeral Scheme remaining available to provide the Subscribed Services.

'Standard Services' means the basic services associated with the Plan selected overleaf, without any Optional Services

'Subscriber' means the person signing this Agreement solely as the designated contact person for communication and administrative purposes related to the funeral scheme and liable for all payments under this Agreement.

'Waiting Period' means the period during which the Funeral Cover must be effective without a death as described in clause 2 below.

1.2. In this Agreement the following rules of interpretation shall apply:

1.2.1. The singular (unless the context otherwise requires) shall include the plural and vice versa.

1.2.2. A reference to one gender shall include a reference to the others.

1.2.3. The headings in this Agreement shall not affect its interpretation but are used for the sake of convenience only.

1.2.4. Except as expressly provided to the contrary herein, each term and provision of this Agreement, and every portion of it, shall be considered as severable from the rest.

2. Waiting Period

2.1. All Funeral Plans are only effective upon the expiry of the waiting period described below.

2.2. A Beneficiary is only entitled to the Funeral Cover after:

2.2.1. Six (6) months of this Agreement being subscribed, in the case of natural death.

2.2.2. One (1) year of this Agreement being subscribed, if the case of a Suicide.

2.3. There is no waiting period in the case of death by road accident provided a police report is presented to Elie & Sons Funeral Scheme.

2.4. Where a death occurs before expiry of the waiting period described above, no money will be refunded but a special discretionary discount will be provided with a normal cost, in the case where these are taken from Elie & Sons Ltd.

3. Your Payment Obligations

3.1. Monthly instalments must be paid in full and in advance by the 3rd of each calendar month.

3.2. Heirs of the Subscriber or any of his ayants droits may continue to contribute towards a Family Cover or a Combined Cover for the benefit of remaining Beneficiaries.

3.3. If an aggregate of three (3) monthly instalments are overdue, this Agreement and the Funeral Cover will automatically lapse without the need for any notice and all monies paid will be forfeited.

3.4. Monthly instalments paid in advance will be used towards the provision of the funeral service and will be non-refundable. Only 3 months paid in advance will be accepted.

3.5. It is the responsibility of the Subscriber to make sure that the standing orders, bank debits and cash payments are executed on a monthly basis. Should payments cease, the Principal Member may immediately assume and continue the payment obligations to maintain plan coverage.

3.6. In case of increase in future monthly instalment cost, no increase will be applicable to existing Funeral Scheme Holders.

3.7. Family Cover instalments are due until the last named Beneficiary passes away.

3.8. Instalments must be up to date at time of death of any Beneficiary, otherwise the Service will be charged at normal rate.

3.9. The Subscriber shall be liable for payments under the terms of this Agreement irrespective of whether or not the Beneficiary is entitled to cover under another existing Scheme. It shall be the responsibility of the Subscriber to ensure that the Beneficiary is not already the subject of existing cover. In the event of a Beneficiary being entitled with multiple separate covers, at the time of the provision of the Services the wishes of the following will be followed in the order of priority set out hereafter: those of the Beneficiary in a valid will, those of the next of kin and finally those of the person who first subscribed a Cover with Elie & Sons Funeral Scheme.

3.10 This contract replaces any previous contract with Elie and Sons Funeral Scheme

4. Types of Plan

4.1. The types of Funeral Plan provided by Elie & Sons Funeral Scheme are set out overleaf and in the Elie & Sons Funeral Scheme Brochures. By signing this Agreement the Subscriber agree that he/she has seen these documents and is familiar with their contents.

4.2. Preferential rates are only applicable to single Combined Covers.

4.3. Elie & Sons Funeral Scheme will only recognize the Subscriber as the person responsible and liable for the Combined Cover.

4.4. The set of combined contracts under a Combined Cover must be paid together on a monthly basis and are treated as a single cover for these purposes.

4.5. All Beneficiaries under a Combined Cover must be named at the time of subscription to the Family Cover.

5. Prepaid Service Plan

5.1. The prepaid Services Plan (PSP) is available exclusively to senior citizens aged 71 and above. Upon enrolment, a registration fee and the first monthly instalment must be paid. Subscribers may either:

- Pay the full amount upfront, or
- Settle the plan through monthly instalments over a period not exceeding 6 years.

The value of the PSP and the corresponding funeral services are as specified in the official brochure valid at the time of contract signature. In the event of the principal member's death before the completion of the six-year term, the remaining balance for the outstanding months will be payable by the family.

5.2. No waiting period is applicable to the PSP

5.3. If an aggregate of three (3) monthly instalments are overdue, this agreement and PSP will automatically lapse without the need for any notice and all monies paid will be forfeited.

6. The Services

6.1. In case of death, the Subscriber or his or her next kin must contact Elie & Sons Funeral Scheme to inform it of the demise. The current telephone numbers for Elie & Sons Funeral Scheme are provided overleaf and may be amended from time to time.

6.2. Only Standard Services as per the Funeral Plan will be provided at no extra cost.

6.3. No refund will be made if one or more Services are not used by the deceased family subscriber or next to him.

6.4. Coffins & Services can be upgraded at the time of death, but this will be at an extra cost.

6.5. Elie & Sons Funeral Scheme must be provided adequate notice of the demise of a Beneficiary in order to be able to provide the Services. Elie & Sons Funeral Scheme will not be held responsible or liable if it not informed of the demise of the Beneficiary in due time before the funeral. It is the duty of the Subscriber to inform the Beneficiary (or his or her relatives) of the Funeral Cover with Elie & Sons Funeral Scheme.

6.6. In order to benefit from the Funeral Cover the body of the Beneficiary must be removed from the place of death by Elie & Sons Ltd or Elie & Sons Funeral Scheme Ltd to the deceased's place. If the funeral is not conducted by Elie & Sons Ltd or Elie & Sons Funeral Scheme Ltd, all benefits under the Funeral Cover for the named Beneficiary will be lost and all monies contributed towards his Funeral Cover will be forfeited. Elie & Sons Funeral Scheme Ltd will not be liable for the expenses incurred towards the funeral of the Beneficiary in such a case.

6.7. The membership card issued by Elie & Sons Funeral Scheme and/or this Agreement should be presented to the Elie & Sons Funeral Director officer at the time of the request for the Services, otherwise the Service will be claimed at normal rate. It is the responsibility of the Subscriber or the next of kin of the Beneficiary to present these documents to Elie & Sons Funeral Scheme at the time of the request for the Services.

6.8. Funeral Cover applies only to the Island of Mauritius, and not to any other geographical location. Funerals undertaken outside Mauritius Island will not give rise to a refund.

6.9. New-borns benefit from and immediate cover where the subscribers has subscribed a family cover provided the maximum number of beneficiaries under the cover is not thereby exceeded.

6.10. Time and date of funeral will be decided in consultation with Elie & Sons Funeral Scheme depending on the availability of other related partners, weather conditions and completion of all relevant legal formalities.

7. Changes to Your Funeral Cover

7.1. All payments need to be up to date at the time of any request for amendment to the Funeral Cover.

7.2. Any requests for amendment must be made in writing to Elie & Sons Funeral Scheme.

7.3. Elie & Sons Funeral Scheme reserves the right to accept or reject any request for amendment without the need for it to provide any explanation.

7.4. In the case where a request for amendment is accepted, a new contract will then start, with new conditions.

7.5. Children under the age of 21 joining a Family Cover will benefit of the same conditions as the parents' agreements. Children who are 21 years old or above joining a Family Cover will be subject to a Waiting period.

7.6. Elie & Sons Funeral Scheme reserves its right to amend rules, terms and conditions of the contract and to reject or accept any application in an individual or family Funeral Cover.

7.7. For upgrades within the first six months of the Funeral Cover: The Subscriber will have to top up his previous monthly instalments so as to meet the price of the new cover applicable as at the date of the upgrade. The Waiting Period for the cover will still apply as from the date of initial subscription. Elie & Sons Funeral Scheme may require a medical certificate from a treating doctor in such cases.

7.8. For upgrades after the first six months of the Funeral Cover: Beneficiaries will be subject to a new Waiting Period as from the date of the upgrade and will benefit from the previous cover until this new Waiting Period expires.

7.9. It is expressly understood that in the event of a change of the laws relating to the provision of Funeral Cover, Elie & Sons Funeral Scheme reserves the right to amend the terms and fees and other charges relevant to the provision of the Funeral Cover in order to comply with these changes in the law and in order to make the provision of the Services economically viable.

NB: Schemes subscribed before the effective date of the change in law will not be subject to an increase in contribution.

8. General Provisions

8.1. Only Beneficiaries named in the Funeral Plan are entitled to Funeral Cover as per this Agreement.

8.2. The Funeral Cover provided in virtue of this Agreement is non-transferable.

8.3. The Funeral Cover only relates to named Beneficiaries and once the Service is provided for a Beneficiary, the Cover shall be deemed to have been fulfilled in full in relation to that Beneficiary and no person shall be entitled to claim in relation thereto.

8.4. Doctors', cemetery and cremation fees are not included in this Cover.

8.5. No cover will be entertained for death caused by: NATURAL CALAMITIES, EPIDEMIES, ILLEGAL STRIKE AND RIOT/WAR and all monies paid will be forfeited in such an event.

8.6. In case of false/missing information provided by a Subscriber (for example: Names, dates of birth, ID number, state of health and other material details) this Agreement will lapse without notice and all monies will be forfeited.

8.7. Copies of National Identity Cards, birth certificates, proof of address must be produced at the time of signature or at latest within one (1) Week of signature. The Subscriber further undertakes to provide all relevant information which Elie & Sons Funeral Scheme may require in relation to customer due diligence and source of funds for the financing of any obligations under this Agreement.

8.8. Any change in name, address, telephone number must be notified to Elie & Sons Funeral Scheme within a period of 7 days of this change.

8.9. The Subscriber's membership card may be collected one month after signature of this Agreement from the nearest branch of his or her locality. For more information, please call Elie & Sons Funeral Scheme on Tel: 465 4900

8.10. In case of a lost Agreement or membership card, please contact Elie & Sons Funeral Scheme for a duplicate, which will be charged at Rs.100 each, or for such other fees as Elie & Sons Funeral Scheme may apply from time to time.

9. Cancellation of the Cover

9.1. Upon cancellation of the Agreement or of any Funeral Cover provided under it, no refund will be entertained, and all monies paid will be forfeited. The original agreement will need to be produced with a written instruction.

Elie & Sons Funeral Scheme reserves its right to reject or accept any application in and individual or family Funeral Cover.

I/ We hereby consent to the collection, processing, and use of my personal data by Elie and Sons "Funeral Scheme Ltd for the purposes related to membership, administration of benefits, and regulatory compliance, in accordance with the Data Protection Act 2017."

REPRESENTATION AND WARRANTIES

Beneficiary
I, the undersigned, hereby confirm that i have received clear and sufficient explanations regarding the benefits and services provided under the Funeral Plan offered by ESFS. I fully understand how the plan operates and acknowledge that I am satisfied with the terms prior to entering into this agreement.

I further declare and warrant that all funds contributed to the Funeral Scheme are lawful and do not originate from any illegal activity or from any source prohibited under any financial regulation or legislation.

I understand and accept that membership cards will be issued upon payment of the first instalement at the designated sub-office.

SERVICE PROVIDER

Elie & Sons Funeral Scheme takes the responsibility to give the BENEFICIARY all the Services mentioned in this Agreement at time of death. Please write "READ & APPROVED"

Draw up in 2 originals on this ______________ day of ______________ at ______________ .

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Authorised Signatory Subscriber's Signature

Elie & Sons Funeral Scheme Ltd. Name: ______________________

Name: ______________________