

GBA

GROUP BURIAL ASSOCIATION

1. CONSTITUTION AND REGULATIONS

- 1.1 The name of the Association is the Group Burial Association trading as GBA.
- 1.2 The GBA has the right to sue and defend matters in its own name.
- 1.3 The registered offices of the GBA are situated in New Street, a small street off Joubert Street, Germiston.
- 1.4 All payments due to or payable by the GBA will be in the currency of the Republic of South Africa at the registered office of the GBA upon the understanding that management may allow payment in any other place upon which they decide.
- 1.5 The GBA is registered as a Friendly Society at the Financial Services Board – FS 13/8/445.

2. REGULATION TAKING EFFECT

- 2.1 These regulations shall become effective on 1 August 2015 and will replace all previous regulations and amendments.

3. DEFINITIONS

- 3.1 In these regulations all words defined in the Act have the meanings ascribed thereto in the Act and, unless they are irreconcilable in context, all words and expressions indicating the male gender shall include the female gender and vice versa, words indicating the singular shall include the plural and vice versa, and the following words and expressions shall have the following meanings:
- 3.2 **Dependant** shall mean the spouse of a member, as well as a member's children or foster children.
- 3.3 **Fully paid up age** shall mean 63 years of age and all members – irrespective of the way in which they attained membership – shall pay up to this age.
- 3.4 **Board** shall mean the board elected in terms of reg. 26.
- 3.5 **Management committee members** shall mean the management committee members elected in terms of reg. 31.

- 3.6 **Training staff** shall mean lecturing and administrative personnel employed by government and government supported schools, technical colleges, technikons, universities and colleges of education.
- 3.7 **Ministers** shall mean ordained ministers identified by their specific denominations for serving members of the church.
- 3.8 **Service** shall mean employment at Transnet (as defined in 3.17), the South African Police Services, the GBA, training staff and Ministers of religion.
- 3.9 **Spouse** shall mean a single spouse with whom a legal marriage had been entered into.
- 3.10 **GBA** shall mean Group Burial Association.
- 3.11 **Divorced** shall mean a divorced man/woman who became a member after the divorce in terms of reg. 8.2.
- 3.12 **General Manager** shall mean the General Manager appointed in terms of reg. 30.
- 3.13 **Child** shall mean a member's child, including an illegitimate child, a child born after the death of its father, a stepchild and any other child considered an adopted child by the board for the purposes of these regulations; upon understanding that such a child shall be unmarried, younger than twenty one years of age and fully dependent on the member.
- 3.14 **Contractor** shall mean an undertaker who entered into an agreement with the GBA to render services on behalf of GBA.
- 3.15 **Member** shall mean a person who joined the GBA as a member without forfeiting membership.
- 3.16 **Pensioners** shall mean persons older than 60 years of age, irrespective of being employed by any institution or not.
- 3.17 **Transnet** shall mean all branches of Transnet Limited and its subsidiaries, including those that operated before the restructuring and those that privatized after 23 May 1988.
- 3.18 **Widow/widower** member shall mean a widow/widower who became a member following the death of a spouse in terms of reg. 8.1.
- 3.19 **Act** shall mean the Act on Friendly Societies (Act 25 of 1956 as amended) and the regulations thereto.

3.20 **Waiting period** shall mean the period required to pass after the date of joining for the member as well as his/her dependants.

3.21 **Burial/s** may also mean cremation/s or vice versa.

4. OBJECTIVES

4.1 The objectives of the GBA are to:

- (i) Collect membership fees from members and to adjust the fee from time to time;
- (ii) Undertake burials/cremations of members and their dependants or to do so by means of contractors;
- (iii) Pay the cash value in terms of reg. 19.1, 20 and 25.2 at the death of members and their dependants when the burials are not undertaken by the GBA or its contractor; and
- (iv) Award benefits to members and dependants of the Railway Mutual Funeral Benefit Society where the names were included in the registers at the time of the amalgamation and where membership had not yet lapsed.

5. ELIGIBILITY FOR MEMBERSHIP

5.1 The following persons are eligible for membership of the GBA:

- (i) A person employed by Transnet or the South African Police Services, training personnel, Ministers of religion, residents of Gauteng and employees of GBA;
- (ii) A member's child and/or foster child in terms of reg. 7.1;
- (iii) The widower of a deceased member in terms of reg. 8.1;
- (iv) The child of a deceased member in terms of reg. 9.1;
- (v) The divorced spouse of a member in terms of reg. 8.2;
- (vi) A member's independent child, i.e. a self-supporting child or a child aged 21 who may join as a GBA member in his/her own capacity;

- (vii) A widowed pensioner of Transnet, the South African Police Services, training personnel and Ministers of religion younger than 60 years whose spouses were employed previously by Transnet, the South African Police Services, training personnel and Ministers of religion;
- (viii) A widowed pensioner of Transnet, the South African Police Services, training personnel and Ministers of religion older than 60 years whose spouses were previously employed by Transnet, the South African Police Services, training personnel and Ministers of religion, upon the understanding that he pays an once off amount (see reg. 14.1) and that, should he remarry, his spouse shall not be entitled to benefits. Such spouses may obtain membership in his/her own right by paying the once off amount as indicated in reg. 14.1 with equal limitations as indicated above;
- (ix) Pensioners, previously employed by Transnet or the South African Police Services, training personnel and Ministers of religion upon the understanding that he shall pay the once off amount (reg. 14.1) for himself and a corresponding amount for his spouse; and
- (x) Family members of existing members.

5.2 Should a member who received benefits for a spouse remarries after 60 years of age, that spouse will not be registered as a dependant. Such a spouse must join as a member by paying the once off amount as stated in reg. 14.1 subject to the restriction that only children may be registered as dependants.

5.3 All eligible persons aged over 60 interested in membership must pay the lump sum as per reg. 14.1 and a corresponding amount for the spouse.

6. ACCEPTANCE OF MEMBERSHIP

6.1 All prospective members must complete and sign an application form provided by the GBA.

6.2 The management may accept or reject an application for membership.

6.3 Should an application be approved and if membership fees are paid in terms of reg. 14, a regulation book which also serves as proof of membership, shall be issued to the new member. Information pertaining to the member, his spouse, his children or foster children is recorded on the reverse side of the cover of the regulation book. The member or kin must report any family change, such as birth, marriage or death in writing to the General Manager within two weeks of any such change to the family. The regulation book must be attached to such notice. Management reserves the right to withhold a benefit subject to compliance of all the required regulations.

6.4 If a member has double membership - i.e. two separate membership numbers - the GBA shall use the first membership to do the funeral on the condition that the membership is paid to date. The second membership – if also paid up to the date of death – shall pay out an amount according to the scale of benefits (reg. 19.1 and reg. 20) that could be used for extra costs. Children under the age of 14 years will not receive any financial benefit on a second membership.

7. CHILDREN STARTING A CAREER, IS MARRIED OR STUDYING OR OVER THE AGE OF 21 YEARS

7.1 Benefits for a child or foster child lapse as soon as the child enters permanent employment, marries, or reaches the age of 21 - whichever occurs first. This regulation is also applicable to learners and students.

Such a child or foster child may become a member in his/her own right, even if the child is not employed by Transnet or the South African Police Services, does not belong to training staff or is not a Minister of religion, or does not reside in Gauteng. If a dependant is physically and/or mentally unfit for work on or before his/her 21st birthday, a member may apply for continued membership of such dependant within six months, provided the dependant has not passed away. Such an application must be accompanied by a medical certificate confirming the disability. Should such a disabled dependant marry or become self-supporting, he/she must apply for membership in his/her own right from that specific date.

7.2 This rule also applies to the children of members of the Railway Mutual Funeral Benefit Society.

8. WIDOW/WIDOWER MEMBERS AND DIVORCED MEMBERS WHO WERE PREVIOUSLY DEPENDANTS OF ANOTHER MEMBER

8.1 If the member were to die, his widow may retain membership upon the understanding that she and her dependants are entitled to benefits on the same basis as when she was married. The spouse shall pay membership in the same age category that was applicable for the main member before his death.

8.2 In case of divorce the dependant spouses' benefit lapses. Such a person may apply for membership in his/her own right subject to reg. 14.1. As an alternative, the divorced member can continue with the payment from the date of divorce and in the membership fee category applicable before the divorce, but only if he/she applies for the continuation within six months from the date of divorce and by taking reg. 8.4 into consideration.

8.3 If a widow or divorced member in terms of reg. 8.1 and reg. 8.2 remarries, the spouse may be registered as a dependant, providing that the registration takes place within three months of the wedding day.

8.4 If the spouse of a widow is aged 36 or older, he is not entitled to registration as dependant. The widow shall be entitled to benefits only for herself, the children of the former marriage and dependants from the marriage with the new spouse.

8.5 A spouse who is older than 36 may obtain membership by paying membership fees in terms of reg. 14.1.

9. ORPHANS

9.1 If both parents of a child should die, such child or foster child is entitled to membership and benefits, without having to pay membership fees, until such child marries, accepts a full time position or attains the age of 21, whichever happens first and upon the understanding that a disabled orphan may apply for retained membership in terms of reg. 7.1.

10. CONTINUATION OF MEMBERSHIP UPON TERMINATION OF EMPLOYMENT

10.1 If the member were to terminate employment before the retirement age, the member is entitled to retain membership by continuing to pay membership fees.

11. TERMINATING MEMBERSHIP

11.1 The membership of a member lapses when membership fees are **three months in arrears**. The GBA undertakes to inform the member in writing of the arrears pertaining to membership fees before membership lapses, at the last known address of the member.

11.2 **Claims arising after the membership lapses will not be acknowledged.**

11.3 Terms for the reinstatement of membership:

- (i) Membership may be reinstated by paying membership fees from the date of non-payment until the current date at the prevailing rate for membership that applies to the member subject to approval of management.
- (ii) Should a person obtain membership of the GBA and such membership lapses owing to failure of payment of member fees, an application for reinstatement shall be considered if the repayment period exceeds one year. This condition is subject to reg. 5 in its entirety and shall not prohibit the execution of reg. 11.2.

12. REGISTRATION OF DEPENDANTS

12.1 A member may register the following relatives who shall be entitled to all benefits:

- (i) A member's foster child, subject to reg. 7.1, if the relative being added is fully dependent on such member under usual circumstances – official proof to be submitted.
- (ii) The member must submit proof that is satisfactory to management, in terms of the ages of all registered relatives, proving that the relative being registered is totally dependent on the member and that the member is financially responsible for such dependant.
- (iii) Members may only register a single spouse as dependant and may claim benefits for a maximum of six (6) children irrespective of the number registered.

12.2 A certified copy of a marriage certificate or marital relationship, as well as, a birth certificate shall be required for the registration of dependants.

13. EFFECTIVE DATE FOR MEMBERSHIP

13.1 Membership becomes effective upon receipt of the first membership fees. A three-month waiting period in respect of natural death shall apply for persons joining as new members as from 1 May 2011. The waiting period shall commence as from receipt of the first positive membership fees, irrespective of possible repayments or advance payments. There shall be no waiting period in the event of unnatural death.

14. MEMBERSHIP FEES

Existing GBA members, according to the member register on 31 December 2005, shall pay R29 per month. Members, who joined after 31 December 2005, shall pay as set out below.

14.1 Subject to the conditions of this regulation, persons younger than 36 years shall pay R29 per month. The following fees are applicable as from the age of 36:

- 36 – 40 years: R 44 per month
- 41 – 45 years: R 57 per month
- 46 – 50 years: R 77 per month
- 51 – 55 years: R120 per month
- 56 – 60 years: R290 per month
- 60 & above: A once off payment of R10 000

- (i) A member that joins, keeps on paying his/her membership fee in the age category in which he/she joined in until they reach the status of a fully paid up member or till the membership lapses due to non-payment. In the case of non-payment, the age category may vary as well as the membership fee.

- 14.2(i) All members, irrespective of the way in which membership is obtained, shall pay membership fees up to the month in which they attain the age of 63.
- (ii) Membership fees are not refundable if the remaining dependant of a member has attained the age of 63 at the time of the member's death.

15. PAYMENT OF MEMBERSHIP FEES

- 15.1 Membership fees are payable on or before the first day of the month for which such fees are due.
- 15.2 Membership fees may be paid in advance for a period. Such payment may be made in cash, per cheque (by mail or at the counter), by debit order in which case the GBA will collect the amount, or as arranged with the administrative department.

16. LEVY

- 16.1 In terms of reg. 36.5(v) specifying the following:

Subject to the conditions of Section 20 of the Act on Friendly Societies, the Board has the right to:

Charge a general or special levy and to collect such levy from members, upon the understanding that such levy be charged only upon the recommendation of an actuary. Should a member's benefits be fully paid up in terms of this regulation, the member is not subject to any levy.

17. BENEFITS

- 17.1 Benefits shall be handled as worthy claims for members and their nominated dependants only.
- 17.2 Upon receipt of proof of the death of a member or his registered dependant, the benefits set out in reg. 18 to 25 shall be supplied or paid. Should membership of the GBA lapses or should the member terminates membership no benefits shall be payable or supplied in terms of such a member or his dependants.

18. FUNERALS, TRANSPORT AND SERVICES

- 18.1 Burials include the following:
- (i) Should death occur in the Witwatersrand or within 80 km from a GBA branch the GBA shall handle the burial, except in unusual cases. Such burial shall include a member

coffin. The full costs of digging the grave, purchasing the grave or the cremation costs shall be payable by the member or his dependants.

- (ii) **Should a member or his dependants decide not to use the GBA or other undertaker appointed by the GBA, only the assisting costs shall be paid in terms of reg. 20.**

18.2 Transport within the defined 80 km. area shall include the following:

- (i) Removal of the mortal remains from the place of death, or the mortuary, to the building of the GBA;
- (ii) Transport of the mortal remains in a hearse from the building of the GBA to the place where the burial shall take place and from there to the cemetery or crematorium closest to the residence of the deceased;
- (iii) All other transport arrangements and costs shall be arranged by the member or his personal representative and the GBA accepts no responsibility for such arrangements and costs.

18.3 The execution of a burial includes the following services:

- (i) Transport of mortal remains within the defined area;
- (ii) Registration of the death;
- (iii) Booking a grave or arrangements with the crematorium, depending on the particular case;
- (iv) Provision of a member coffin according to reg. 21 as well as grave mats and lowering system;
- (v) Arrangements relating to cremation documents; and
- (vi) Provision of a hearse.

18.4 The following services shall be provided at an extra cost:

(See reg. 20.1)

- (i) Hymn leaflets at the burial service;
- (ii) Placing burial notices in newspapers;

- (iii) A more expensive coffin than that provided for in terms of reg. 21;
- (iv) Purchasing graves on behalf of members or their dependants;
- (v) Professional services relating to cremations or burials; and
- (vi) Transport services beyond the defined area and/or additional transport within the defined area.

19. DEATHS OUTSIDE DEFINED AREA

19.1 Should the death, burial or cremation take place outside or beyond the areas defined in reg. 18, the burial shall be undertaken by appointed GBA contractors. In this event, the contractor’s invoice shall be paid subject to the following agreed maximum amounts:

Adult	R 6 200
Fourteen years and older.....	R 6 200
Six years, but younger than fourteen...R	750
Still birth to younger than six years.....R	250

upon the understanding that should the GBA, pursuant to reg. 21 provide a coffin at the request of the member or his/her personal representative, the costs of such coffin shall be deducted from the amount paid. **No claim shall be paid without the official death certificate.**

In the event of a private claim, payment shall be in accordance with the following schedule:

Adult	R 6 200
Fourteen years and older.....	R 6 200
Six years, but younger than fourteen...R	750
Still birth to younger than six years.....R	250

19.2 Notwithstanding the conditions under 19.1 above, maximum amounts of R2 000 and R1 000 shall be payable for direct burial costs in respect of children aged 6 – 14 years and 0 – 6 years respectively and such amounts shall be **payable to the contractor exclusively**. This payment includes payment under reg. 19.1 above – it is not an additional payment.

19.3 The member or his personal representative shall decide whether to use the GBA’s contractor and shall negotiate directly with the contractor. The contractor shall arrange all aspects of a burial determined in the agreement. The member or his representative shall hand his regulation book to the contractor and the contractor shall contact the GBA to confirm the integrity of the membership.

20. ASSISTANCE PAYMENT

20.1 An assistance payment shall be payable as follows:

R1300 upon the death of a member, his/her spouse, a child or foster child older than 14 years;
R100 upon the death of a child or foster child older than 6 years up to 14 years;
R50 upon the death of a child or foster child aged 6 years or younger;

upon the understanding that any amounts which the member or his/her dependants may owe the GBA for additional burial or cremation expenses may be deducted from this amount.

If the assistance payment is exceeded, such excess shall be recovered from the next of kin. See reg. 18.4.

21. SPECIFICATIONS FOR MEMBER COFFINS

21.1 The coffin for an adult shall be made from an approved type of wood, always with a thickness of 22 mm. It will be polished in a dark or light shade. The mountings shall consist of six shiny handles, two shiny lid decorations, and a shiny name plate for engraving the name of the deceased, age and date of death, as well as six shiny thumb tacks with shields.

21.2 In case of a child younger than fourteen years, a white coffin shall be supplied, comprising four shiny handles, two lid decorations and a name plate for engraving the name, age and date of death.

21.3 The inside of the coffin shall be lined and a shroud of good quality shall be provided.

21.4 Various other coffins, different from the member coffin, are available at an extra cost.

21.5 The specifications contained in these regulations are applicable wherever possible and management may change these depending on the circumstances.

22. MISCARRIAGE

22.1 No benefits are payable in case of miscarriage.

23. TOMBSTONES

23.1 The GBA shall not erect tombstones and shall not provide any benefits for the erection of tombstones.

24. CREMATION

- 24.1 A body may be cremated upon the request of a member or the personal representative of the member.

25. RAILWAY MUTUAL FUNERAL BENEFIT SOCIETY

- 25.1 All members and dependants of the Railway Mutual Funeral Benefit Society are bound to the constitution of the Railway Mutual Funeral Benefit Society as at the date of the amalgamation on 31 December 1968, subject to the following amendment:

That with effect from 1 January 1978 (a) membership fees shall correspond with that applicable to GBA (code 61), and (b) benefits shall correspond with that defined in regulation 18 to 24 of the Constitution of the GBA.

- 25.2 Should members or dependants of the Railway Mutual Funeral Benefit Society, owing to any reason, not wish to use the burial services of the GBA defined in reg. 18, such members or dependants shall be entitled to a cash amount equal to the auxiliary amount defined in reg. 20 only.
- 25.3 Should a member of the Railway Mutual Funeral Benefit Society be a member of the GBA too, and should he or his dependants use the services of the GBA or contractor in terms of membership of the Railway Mutual Funeral Benefit Society, an amount corresponding to the benefit scale set out in reg. 19.1 and an assistance amount according to the benefit scale set out in reg. 20 shall be paid to him or his dependants.

The above regulations 1 – 25 relate to members and their dependants.

Reg. 26 – 48 related to administrative matters and is available for member perusal at the GBA's registered office.