

Terms and Conditions

Acceptance of Terms and Conditions

By applying for, signing up and paying for membership you (hereinafter "YOU" or "YOUR") accept and agree to Africa Welfare Association (hereinafter "AWA", "We", "Our", "Us") Terms and Conditions, which include our privacy policy, and general provisions.

Pre-existing Conditions

By applying for, signing up and paying for membership, YOU certify that YOU have not been diagnosed with (i) a terminal illness and, or (ii) a pre-existing condition in the past six (6) months that leads to a terminal illness

1. A terminal illness is defined as an incurable disease that cannot be adequately treated and is reasonably expected to result in the death of the patient within a specified time.
2. A pre-existing condition is defined as a condition for which a patient has already received medical advice or treatment and which subsequently results in a terminal diagnosis.

Eligibility Waiting Period

There is a mandatory 90-day waiting period before benefits kick in.

MEMBERSHIP

AWA Membership shall consist of these classes of members. Member only, member and spouse/partner, member and family and, Senior Member

- i) Member Only shall mean One Person ("You" as defined above) over the age of 18 years at time of enrollment.
- ii) Member & Spouse/Partner shall mean a One Person ("You") and a legally recognized spouse or partner over the age of 18 years at time of enrollment.
- iii) Member & Child(ren) will mean one person ("You as defined above) and two dependent children under the age of 18 years at time of enrollment.
- iv) Member & Family shall mean One Person ("You") and (i) spouse or partner who must be over 18 years at time of enrollment and two dependent children under the age of 18 years at time of enrollment.
- v) Senior Member shall mean One Person ("You" as defined above) over the age of 70 years at time of enrollment but cannot be above the age of 75 years.

Privacy Policy

AWA respects the confidential nature of the information entrusted to it, and where YOU provide Us with your personal data ("Data") We will ensure that the data will be held securely, in confidence and processed for the sole purpose of carrying out AWA services. In order to provide services, We may need to share such Data with partners who are performing some of the services for YOU and who may also contact YOU directly.

All Your information submitted to AWA is kept confidential and will not be shared with any third parties unless disclosure is necessary to:

1. Comply with a court order or other legal process
2. Protect (i) AWA rights/property, (ii) Your rights/property or (iii) a third party's rights or property, or
3. Enforce AWA's Terms of Use.

Changes/ Updates to Website

AWA reserves the right, at any time, to add to, update, modify or otherwise change the Terms and Conditions without notice to Members. Any such addition, update, modification or other change will be effective immediately upon posting on the AWA website. Please review this page periodically to be aware of Our current terms.

Use of Website

AWA allows site visitors to view and use the content posted here subject to these Terms and Conditions.

Infringement

Unauthorized copying, distribution or modification, of copyrighted works on this site is an infringement of the rights of AWA.

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Disclaimer

AWA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, REGARDING THIS WEBSITE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT,

AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AND EXPRESSLY DISCLAIMS THE SAME.

Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL AWA BE LIABLE TO ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF OR RELATED TO USE OF THE WEB SITE OR ANY TEXT, INFORMATION, OTHER CONTENT, PRODUCTS OR SERVICES DISTRIBUTED ON OR PROVIDED THROUGH THE WEB SITE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH OTHER PARTY SHALL BE OR HAVE BEEN ADVISED, SHALL HAVE REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING, *PROVIDED HOWEVER*, NOTHING IN THIS SECTION SHALL BE CONSTRUED TO LIMIT THE OBLIGATION TO INDEMNIFY AND HOLD HARMLESS AWA UNDER THIS AGREEMENT.

Non-discrimination Policy

AWA does not discriminate on grounds of race, sex, age, color, national origin, sexual orientation, religious creed, disability with regard to membership, access to services or employment.

Indemnity

You agree to defend and indemnify AWA and hold AWA harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from Your use of the Website and any breach of this Agreement.

Membership Cancellation & Refund Policy

Membership can be cancelled only after the 90-day waiting period. Any request for cancellation must be in writing and received no later than 30 days prior to intended termination date. Any refunds will be credited back to the card that was originally used for enrollment. Refund can only be issued to same person who paid. Refund cannot be assigned to a different party. All cancellation requests must be sent to: info@africawelfareassociation.org and subject line clearly marked "CANCELLATION"

TERMINATION

Your Membership will end (a) on the last day of the month that date AWA receives your notice of cancellation of Membership or (b) immediately if Member fails to pay Membership dues and does not remedy this failure within fifteen days after receiving notice of such non-payment from AWA.

BENEFITS

REPATRIATION OF REMAINS

AWA will pay the reasonable Covered Expenses (as defined below) incurred to return Your body to Your home country if you die. No payment will exceed the maximum shown on the Schedule of Benefits (see below).

“Covered Expenses” shall mean the expenses directly related to

- (a) the collection of the body of the deceased;
- (b) the transfer of the body to a professional funeral home;
- (c) embalming and preparation of the body or cremation if so desired;
- (d) standard shipping casket;
- (e) any required consular proceedings;
- (f) the transfer of the casket to the airport and boarding of the casket onto the plane;
- (g) any required permits and corresponding airfare; and
- (h) the transfer of the deceased to its port of entry.

Covered Expenses will not include any burial and ceremony expenses.

Escort Service: We will pay to return any of Your children who were accompanying You at the time of Your death back to Your primary residence, including the cost of an attendant for a minor child. Such expenses shall not exceed the cost of a one-way economy airfare ticket, less the value of any applied credit from any unused return travel tickets for each person.

SCHEDULE OF BENEFITS

REPATRIATION AND ASSOCIATED EXPENSES	
BENEFITS	LIMITS
Repatriation and Associated Expenses – Accumulation limit	\$50,000
Repatriation of Mortal remains to home country	Real Cost (up to above limit)
Additional Funeral Expenses paid in home country	Up to \$2,000
Local Burial/Cremation Expenses – Funeral/Cremation in country of residence	\$15,000
Beneficiary Escort - Travel expenses for Spouse and Dependent Children below 18 years of age. Dependents must all be enrolled members.	Real Cost

Proof of Loss:

Proof of Loss for loss of life claims may include, but is not limited to, the following:

- 1) a certified copy of the death certificate, if applicable (a photocopy is not acceptable);
- 2) Your beneficiary designation (if applicable) which includes all beneficiary's names, dates of birth, and addresses;

Sending Proof of Loss:

Written Proof of Loss should be sent within 30 days. All Proof of Loss should be sent to AWA.

If Proof of Loss is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible.

Benefit Payment:

When we determine that benefits are payable, We will pay the benefits in accordance with the Schedule of Benefits provision above and the beneficiary designation, but not more than 30 day(s) after such Proof of Loss is received.