

WHAT DO THESE WORDS IN YOUR POLICY CONTRACT MEAN?

“Accessories” means all additional items offered by the Professional Service Provider(s) that are selected to form part of the standard policy benefits, or added after the death of the insured life and paid for from the proceeds of the Cash Benefit that may become payable if applicable;

“Accidental Death” means an unnatural death event that is not directly or indirectly due to natural causes as confirmed on an official Death Certificate issued by the Department of Home Affairs;

“Administrator” means New Adventure Insurance Brokers (Pty) Ltd, t/a Yambu or anyone who may act on our behalf. As an authorised Financial Services Provider under license number 34750 we were appointed by the Insurer to market and sell insurance policies, deal with your claims and collect your premiums;

“Agent” a person who may act on another person's behalf;

“Base” a reference to anything upon which a structure (for example the headstone and/or portrait bust) is built and upon which it rests;

“Cash Benefit” means the balance, if any, of the Insured Amount that will become payable after we have deducted the benefits enjoyed for Personalised Service(s);

“Claim Event” means the accidental death of an insured life;

“Effective date” the date your policy starts if the first premium has been paid;

“Engrave” the chasing of letters, designs and/or numbers on the surface of the Pedestal and/or a Headstone and/or a Base and includes a reference to “engraved” and “engraving” up to the maximum characters allowed by the Service Provider(s) depending on the font and size within the surface area available;

“Exclusion” limitations that may apply that could invalidate or nullify a claim;

“Grave” an excavation made in the earth in which to lay a deceased person to rest;

“Gravesite” a place of burial;

“Headstone” an inscribed marker set up on a gravesite, and includes any reference to a “gravestone”, a “memorial stone” or a “tombstone”, together with the base thereof, kerbs and white stone pebbles;

“Insured Amount” the maximum value of cover you enjoy under the Yambu Legacy policy;

“Main Member” the person in whose name the policy is issued;

“Medical Practitioner” a person who is qualified in medicine and registered with the Medical Board of South Africa;

“Nominated Beneficiary” a person who may claim the policy benefits if an insured life dies, and if no beneficiary has been nominated or the nominated beneficiary has predeceased the insured, the deceased estate of the insured;

“Personalised Service” means the making, delivery and assembly of a Headstone and/or a Portrait Bust and/or Accessories selected by you at a gravesite, together with the engraving

thereon as chosen by you and/or any Accessories;

“Policy” this policy document as amended from time to time by the Insurer including the policy and benefit schedule and the documents that were completed when application for the policy was made;

“Portrait Bust” means a three dimensional sculptured, painted representation of the upper part of the human figure, showing only the head and shoulders of the subject, inclusive of the base on which it is mounted, kerbs and white stone pebbles;

“Premium Payer” the person who pays for the maintenance of the policy in ensuring that benefits remain available to the policy holder or the nominated beneficiary in the event that an insured event occurs;

“Professional Service Provider(s)” refer to any person who has been instructed as an independent contractor by the Administrator to perform a service in support of the policy benefits offered;

“Representative” an agent;

“Referral Agent” a person other than an agent or representative who merely communicates factual information to a prospective applicant for policy benefits and notifying the Administrator of such interest;

“Spouse” any two people who are legally married or lives together as a husband and wife and also includes life partners who are of the same sex;

“Territorial Limits” the boundaries of the Republic of South Africa;

“The Insurer” means : Guardrisk Insurance Company Limited, a Financial Services Provider No: 75 who is a registered short-term insurer;

“The Insured” means:

- The Main Member with maximum entry age 64;

- The Main Member's spouse with maximum entry age 64;;

- A maximum of five dependent children who are:

- under the age of eighteen and who are the biological children of the Main Member or his or her spouse or legally adopted;

“We/ us” the Insurer and/or the Administrator, and

“You/your” the Insured as defined above.

1. HOW TO INSURE YOURSELF AND/OR YOUR FAMILY

1.1 You must complete and submit the application for a Yambu Legacy policy by providing us with your details and tell us who your spouse is, when he or she was born, together with the names and dates of birth of a maximum of up to five dependent children.

1.2 We will record every person you mentioned on your policy.

1.3 If your family members are not mentioned on your policy, they are not covered.

1.4 You may change or replace any nomination by notifying us in writing of the change before any claim event has happened.

1.5 You must specify the cover you require together with the premium for the benefits you will enjoy.

1.6 You need to select the Personalised Service(s) that will form part of the insured amount, as indicated on the application form you have completed.

1.7 If you do not provide us with the Engraving on a Headstone and/or a Base and/or a Pedestal required, your Beneficiary shall be entitled to provide us with the details thereof.

2. WHAT WE COVER

2.1 If your monthly premiums are paid up to date and if there is not any limitation or exclusion in your policy that will prevent a claim, we will offer the Personalised Service and/or pay the Cash Benefit your policy offers on the happening of a claim event.

2.2 The choices available to you for a Personalised Service and/or Cash Benefit are listed in the benefit schedule, and the Personalised Service and/or Cash Benefit that will become payable will depend on the option you have selected, with the combined value of the total of all the accessories you have selected being the insured amount.

2.3 The benefits you enjoy are listed in the benefit schedule and we may change it from time to time if we give you 30 days' written notice of any intended changes and the reason for such changes.

2.4 Only accidental death will be covered on your policy.

2.5 The law prescribes the maximum policy benefits that we may pay in the event of a minor. For minor children before he or she attains the age of six years, the maximum benefits are R20k. For minor children after he or she attains the age of six years but before he or she attains the age of 14 years, the maximum benefits are R50k.

2.6 The policy benefits do not cease at age 64, your policy will remain inforce for as long as the premiums are paid.

3. EXCLUSIONS - THE FOLLOWING IS NOT COVERED

3.1 We will not pay for any claim and/or provide any Personalised Service if the death of the insured is caused by or arising directly or indirectly from your involvement or participation in:

3.1.1 Any political activities.

3.1.2 Participation in events, conditions or circumstances which may be against the public interest or that of society.

3.1.3 Participation in any act or activity aimed at overthrowing or influencing any public or tribal authority with force, warlike activity or means of fear to bring about any civil commotion, public disorder, riots or public disobedience.

3.1.4 Participation in any riots, strikes, lock-outs or a concerted class labour action or disturbance.

3.1.5 Self-inflicted death or suicide.
3.1.6 Any attempt to perform any of the acts above that are excluded.
3.2 We will not pay and/or provide any Personalised Service for more than one claim per insured.
3.3 We will not pay any policy benefits and/or provide any Personalised Service after the date the policy is cancelled whether by the Insured or the Insurer.
3.4 We will not pay and/or provide any Personalised Service for any cause of action that arose before the effective date.
3.5 We will not pay any policy benefits and/or provide any Personalised Service in the event of the natural death of an insured.
3.6 No claim will be paid and no Personalised Service offered by us if you, or your nominated beneficiary, fails to provide us with the necessary documentary proof in support of the claim lodged or reasonably required to render the Personalised Service.

4. THE FOLLOWING GENERAL CONDITIONS APPLY

4.1 Your application for the policy is the basis of this policy and forms part of the policy.
4.2 The policy contract and amendments thereto, the application for the policy and the policy benefit schedule make up the whole agreement between the Insured and Insurer.
4.3 The policy cannot be varied, changed or altered by anyone other than the Insurer or the Administrator by written notice to you.
4.4 We have the right to cancel your policy by giving you thirty-one days' notice and you will not enjoy any policy benefits after the date the policy was cancelled.
4.5 You may cancel the policy at any time with written notice to us, and when the notice is received the policy will provide no further benefits to the Insured lives.
4.6 If you fail to notify us of a claim, it may result in a dismissal of any claim submitted for policy benefits if policy premiums are not paid or any claim has prescribed in law.
4.7 We may notify you of any amendment to the cover, conditions, exclusions, rules or benefits of the policy by way of mail delivered by the SA Post Office, facsimile, smart fax, short message service (SMS) or electronic mail.
4.8 If you have chosen a SMS or electronic mail as your preferred means of notice, we shall notify you by SMS to the mobile telephone number or electronic mail address you communicated to us and recorded in our records.
4.9 Any notice sent to you by SMS or electronic mail will be regarded as received by you and it is therefore your duty to notify us of any change in your contact details.

5. YOUR PREMIUM PAYMENTS AND WHAT WILL HAPPEN IF YOU DON'T PAY YOUR PREMIUMS

5.1 Premiums are payable monthly in advance.

5.2 You are responsible to ensure that sufficient funds are available in your bank account for payment of your monthly premiums.

5.3 Your cover, subject to the rules, conditions and exclusions of the policy, starts after your first premium is paid on your chosen deduction date and will remain in force for as long as your premiums are paid on the same date monthly thereafter.

5.4 We may make use of the Naedo Tracking System to track your bank account and deduct your monthly premium that is due when funds become available in your account.

To minimize the risk of adverse banking fees for you in the event that insufficient funds are available to pay your premium, funds may be collected before, on, or after your preferred debit order date.

5.5 If the Insurer is not successful in deducting your unpaid premium by means of the Naedo Tracking System, two premiums will be deducted the following month.

5.6 If your premiums are unpaid for two consecutive months, your policy may be cancelled effective from midnight of the last day of the last month in which we have received a premium.

5.7 If you stop the payment of your premiums at your bank, your policy will be cancelled immediately and no further deductions will be made.

5.8 The Insurer has the right to decide whether arrear premiums will be accepted in the event of a claim or at any other time and/or whether the policy will be cancelled and the arrear premiums received refunded to the premium payer.

5.9 You may cancel the policy by giving us one (1) calendar months' notice.

5.10 We may cancel your policy by giving you one (1) calendar months' notice.

5.11 Only we may collect or receive premiums from you.

5.12 The Insurer has the right to increase the monthly premium from time to time subject to thirty days' written notice to you.

6. HOW TO CLAIM AND WHAT TO DO

6.1 You or your representative must inform us as soon as possible that a claim event has occurred.

6.2 You must submit a claim in writing on the prescribed claim form that we provide or through the electronic communication process we subscribe to immediately or within thirty days after a claim event happened that is covered under the policy.

6.3 If you are unable to report a claim to us in writing immediately or within thirty days, the claim must be reported telephonically to us within thirty days and we shall provide you with further instructions.

6.4 We may insist that a medical practitioner confirms and verifies the death of an insured, and the cause of death.

6.5 If an insured went missing, no claim will be considered if an appropriate Court of Law who

has jurisdiction therein has not issued an Order for the Presumption of Death for that person.

6.6 We shall not be liable to pay any Professional Service Provider or make any payment before we have confirmed in writing that you have a valid claim in terms of the policy.

6.7 We shall decide on the Professional Service Provider that will provide any Personalised Service and if you appoint your own service provider you will not be able to claim any refund or payout from policy benefits for such services rendered or offered.

6.8 You must continue to pay the monthly policy premiums while any claim is in process. If you do not pay your premiums your policy will be cancelled and you will not be able to claim any further policy benefits.

6.9 You must, without any cost to us, furnish us with any information or documents that we may require. If the information or documents are held by someone else, you need to give permission to that person that we may access it.

6.10 For clarity, the Insured hereby expressly gives the Administrator permission to obtain any document or information that is needed Authority or third party and this permission may not be withdrawn while the policy is in force.

6.11 We shall provide you with an update of all benefits your policy offers from time to time and the benefits at the date of a claim event will determine the benefits you can claim.

6.12 No Personalised Service is convertible to cash.

6.13 The cash benefit can be changed to a further Personalised Service and/or for the payment of accessories.

7. WHAT TO DO IF YOUR CLAIM IS REJECTED OR A CONFLICT OR DISPUTE ARISE BETWEEN YOU AND THE INSURER

7.1 If your claim or a portion of the claim is rejected by us and you do not agree with the rejection, you must submit your objection to us in writing within 90 days after the rejection. We will then review your claim and advise you in writing of our decision.

7.2 You may challenge our decision by referring it for an objective and independent evaluation to the Ombudsman, the details of which we have stated in the Disclosure Notice provided to you.

7.3 No claim will be reconsidered or paid after the time periods for prescription has expired.

8. COOLING-OFF PERIOD

If you cancel the policy within thirty days of the Effective Date of the policy and if no claim was submitted before the cancellation the Insurer will give you your risk premium back within 31 days.

9. MISREPRESENTATION, FRAUD AND NON-DISCLOSURE

If you do not give us all the information we requested, or incomplete or incorrect information is provided when you applied for the policy or when you claim any policy benefits, we may cancel the policy or correct any terms or provisions of the policy.

10. CONTINUATION OPTION

In the event of the termination of the policy due to the death of the Main Member, the spouse or life partner of the deceased can apply to us to continue with the policy within 30 days after the policy ended, and we shall issue a new policy that states the new Main Member. The new Main Member will then have to make arrangements for the payment of policy premiums and enjoy all the benefits the policy offers.

HOW TO GET HOLD OF US

Website: www.yambu.co.za

Email: info@yambu.co.za

Telephone: 0860 88 88 37

Send an SMS to 40009

(SMS costs R1.50)