

1. DEFINITIONS

- a) **"Abnormal Airtime Spend"** means any purchase(s) which is substantially more than the average of all the Assured's Airtime purchases from the Company over a period of time as determined by the Insurer.
- b) **"Administrator"** means New Adventure Insurance Brokers (Pty) Ltd t/a Yambu, Registration Number 2000/023619/07, a company with limited liability incorporated in South Africa and appointed by the **"Insurer"**.
- c) **"Airtime"** means a prepaid voucher issued by a Mobile Network Operator for pre-allocated paid for time to be purchased and used on an active mobile phone connection and bought from the Company.
- d) **"Assured"** the natural person who enjoys risk Cover on his or her life, and includes any reference to the **"Assured Life"**.
- e) **"Beneficiary"** means a person who has been nominated in writing or by SMS or confirmed in person by the Assured to the Company or the Administrator, and if no person was nominated, the Assured's deceased estate.
- f) **"Calendar Month"** means an ordinary calendar month and will include Saturdays, Sundays and public holidays.
- g) **"Company"** means ICE Insurance Claims Exchange, operating from Yambu branches nationwide with Registration number 1982/001809/07, a company with limited liability incorporated in South Africa and shall include any reference to **"the Policyholder"**.
- h) **"Dangerous Recreational Activity"** means any activity where the nature of the activity may cause serious or fatal injuries to a person taking part therein.
- i) **"Death Benefit"** means the amount of money that will become payable to the Beneficiary if the Assured dies within the period that the Insurer offers the benefit to the Policyholder and includes any reference to **"Cover"** or **"Cover Amount"**.
- j) **"Effective Date"** means the first day of the Calendar Month after the date when the Assured has been advised in writing or by means of Short Message Service or USSD by the Insurer or the Administrator, that the Policyholder's registration for the Death Benefit is accepted and approved by the Insurer.
- k) **"Insurer"** means Constantia Life & Health Assurance Company Limited, Registration number 1952/001635/06, a company with limited liability incorporated in South Africa, including any reference to the Insurer's agent who is the **"Administrator"** and together referred to as **"Us"** or **"We"**.
- l) **"Policy Document"** means this document and the confirmation of the Death Benefit by the Insurer or the Administrator in any form or format and includes any amendments thereto.
- m) **"Policyholder"** means the Company who purchased this Policy and who has applied for the Death Benefit on the life of the Assured.
- n) **"Purchase Airtime"** or **"Purchase of Airtime"** means the purchase by an Assured of Airtime.
- o) **"South Africa"** means the Republic of South Africa.
- p) **"Use"**, **"Used"** and **"Usage"** means the actual Airtime utilized on a mobile phone as calculated by a mobile phone operator when determining the balance still available of the Purchase of Airtime by the Assured, but excludes the transfer of Airtime to another mobile phone user or any form of on selling of Airtime.
- q) **"Yambu SIM Card"** means a smart card issued by a Mobile Network Operator with a unique identification number purchased by the Assured from the Company.

2. WHEN WILL WE PAY

If the Assured dies within the period that cover is enjoyed, the Insurer will pay the Cover Amount to the Beneficiary if the claim satisfies the terms and conditions as set out in the Policy Document.

3. HOW MUCH WILL WE PAY

- 3.1 The amount of the Death Benefit is calculated on the average Purchase of Airtime and Used by the Assured from time to time, up to a maximum value of R100, 000.00.
- 3.2 To make sure that any previous Purchase of Airtime will add to the value of the Death Benefit, Airtime must be purchased or used every month without interruption, with the value of Airtime Used to determine the cover amount, referred to as **"qualifying Airtime Purchases"**.
- 3.3 If there was an interruption in Airtime Purchases or Usage, the most recent purchases and usage will still qualify for the calculation of the Cover.
- 3.4 The Assured can determine how much Airtime he or she wants to buy every month to make sure that previous Purchases of Airtime stay active.
- 3.5 If we need to pay any interest on a claim, the rate used by the Insurer for that purpose shall apply.

4. WHO MAY QUALIFY FOR THE COVER

- 4.1 Only a person who is a South African citizen or permanently residing in South Africa can be an Assured to qualify for the Cover.
- 4.2 You must be 18 years or older to qualify for the Cover.
- 4.3 The Beneficiary will only be entitled to claim the cover amount if the Assured is registered by the Insurer and the cover has been confirmed.

5. HOW DO WE CALCULATE THE COVER AMOUNT

The Cover Amount is variable from calendar month to month, and to explain how we calculate it we have also provided a Table to this Policy Document that sets out the calculation, and must be read with this clause.

- 5.1 If the Insurer finds that a claim is valid, the Insurer will calculate the cover amount on the following basis:
 - 5.1.1 If required the Abnormal Airtime Spend will be deducted from the qualifying Airtime Purchases.
 - 5.1.2 The value of consecutive qualifying Airtime Purchases based on Usage by the Assured over a period immediately prior to his or her death is calculated (the **"Qualified Cover"**) by adding up all qualifying Airtime Purchases and determining the Usage.
 - 5.1.3 The Qualified Cover is then divided by the number of months used to determine the average and where:
 - a) The period of qualifying Airtime Purchases is less than 6 months; the qualifying Airtime Purchases will always be divided by six.
 - b) From month six and more, the same number of the months will be used to divide the qualifying Airtime Purchases.

The Average Airtime Purchases and Usage will then be the amount of the Death Benefit.

- 5.2 All Airtime Purchases prior to an interruption of Purchases or Use (where no purchases have been made or Airtime used within a Calendar Month) will not qualify for purposes of calculating the Cover Amount.
- 5.3 If no Airtime Purchases were made or used by the Assured within a Calendar Month immediately prior to the death of the Assured, then the Cover Amount will be Zero.

6. HOW LONG WILL THE COVER APPLY

- 6.1 The Cover will begin on the Effective Date and shall remain valid for a Calendar Month, ending at 24h00 on the last day of the Calendar Month (**"the Duration"**).
- 6.2 If the Assured Purchase Airtime within the Duration that the Cover applies, then the Cover shall automatically be renewed for a further Calendar Month.
- 6.3 The Policyholder will pay to the Insurer the premium for the maintenance of Cover as calculated and advised by the Insurer from time to time to the Company depending on the value of the Death Benefit for the Duration.

7. WHEN WILL WE NOT PAY

- 7.1 Upon the death of the Assured the Insurer will pay to the Beneficiary the Cover Amount as set out in clause 8 except if exclusion or limitation applies.
- 7.2 If the Insurer determines that payment of the Cover Amount is not payable due to exclusion or non compliance with any of the terms and conditions prescribed, then the Beneficiary will have to prove that the Cover Amount is payable.

8. HOW DO YOU CLAIM

- 8.1 The Beneficiary must submit a duly completed claim form, prescribed by the Insurer, to the Company or the Administrator within 2 calendar months from the date of the death of the Assured.
- 8.2 The Insurer will not be obliged to make payment until:
 - 8.2.1 An official death certificate was issued by a competent authority confirming the cause of death of the Assured and a true copy has been submitted to the Company or the Administrator; and
 - 8.2.2 Any other information reasonably required by the Insurer to assess the claim was provided to the Insurer’s satisfaction.
- 8.3 The Assured irrevocably permits the Insurer to obtain any document(s) or any other information from any medical practitioner, hospital, authority, institution or third party it considers necessary to assess the claim, and it is specifically provided that the authority granted will remain after the death of the Assured.

9. WHAT TO DO IF WE DO NOT PAY

- 9.1 If the Insurer does not pay a claim, or only a portion of a claim and the Beneficiary is not satisfied with the Insurer’s decision, the Beneficiary must let us know in writing within 90 days after the Insurer’s decision of the disagreement.
- 9.2 If we fail to find a solution to the disagreement, the Beneficiary can refer our decision to any tribunal or court, but must do it within 6 months after the 90 day period.
- 9.3 The Beneficiary may refer any matter to The Ombudsman for Long Term Insurance at Private Bag X45, CLAREMONT, 7735 or call telephone numbers (021) 657-5000 OR 0860103236, fax (021) 674-0951, or email info@ombud.co.za. For more information you can also visit the Ombudsman’s website at www.ombud.co.za
- 9.4 We will accept the Ombudsman’s decision.

10. MAKING CONTACT WITH YOU

If we need to make contact with you or the Beneficiary, we may address any written communication to you in the manner we deem the best by way of either postal services, facsimile, smart fax, Short Message Service (SMS), USSD, electronic mail, Website Portal or a telephone call.

11. WHAT IS THE MAXIMUM WE SHALL PAY

Even if there is anything in this policy that say something else, we shall never be liable to pay more than R 100,000 per Assured Life, irrespective of the amount of Yambu SIM Cards held by or activated by the Assured or the amount of Airtime Purchases made by Assured.

12. WHEN WILL WE NOT CONSIDER A CLAIM

- 12.1 If the death of the Assured arises from any one of the following conditions we shall not consider any claim:
 - 12.1.1 If death is self-inflicted;
 - 12.1.2 If caused by or related to the abuse of a dependence producing drug or substance or where the Assured was intoxicated or under the influence of any narcotic or drug at the time of his/her death, unless administered on the advice of a physician;

- 12.1.3 If caused by or results from a dangerous recreational activity.
- 12.1.4 If caused by an aviation accident (other than as a fare paying passenger).
- 12.1.5 If the cause of death is a consequence of war, invasion, an act of foreign enemy/ hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, strike, civil war, rebellion, revolution, insurrections, conspiracy, martial law, or state of siege.
- 12.1.6 If directly or indirectly related to any illegal actions or omissions of the Assured.
- 12.1.7 If related to pre-existing terminal medical conditions or where any symptom of a terminal medical condition has manifested prior to the Effective Date.
- 12.1.8 If caused by any Nuclear Energy Risks.
- 12.1.9 If related to any illness defined and declared an epidemic by the World Health Organization.

- 12.2 If the Assured engages in any activity related to the sale or on selling of Airtime to a third party for the purpose of gain.

13. WHAT FORMS THE AGREEMENT

- 13.1 This Policy Document and any amendments thereto and all documents related to the registration of the Assured will be the sole agreement between the Insurer and the Policyholder.
- 13.2 No representation or agreement to amend this Policy Document shall be valid if it is not in writing and approved by someone specifically authorised thereto in writing by the Insurer.

TABLE (READ WITH CLAUSE 5)

1.	Activation and RICA of Yambu SIM Card	Multiplier	Qualified cover on the life of the Assured
	Purchase of R30.00 Airtime Rand value and loaded on to a Yambu SIM Card within a Calendar Month from date of activation	None	Once off R20 000.00 per Assured Life
2.	Purchase of Airtime from any Airtime vendor or distributor not being the Company (or Yambu Branch) and loaded on to a Yambu SIM Card, and the Airtime is Used	Multiplier	Qualified Cover
	(Airtime Rand value)	30	(Airtime Rand value) x30
3.	Purchase of Airtime from the Company (or Yambu Branch) and loaded on to a SIM card not purchased from the Company	Multiplier	Qualified Cover
	(Airtime Rand value)	30	(Airtime Rand value) x30
4.	Purchase of Airtime from the Company (or Yambu Branch) loaded on to a Yambu SIM Card	Multiplier	Qualified Cover
	(Airtime Rand value)	30	(Airtime Rand value) x30