



# Data modem insurance application form

## Mobile Telephone Networks (Pty) Ltd

Head Office: 216 14th Avenue, Fairland, 2195  
Private Bag 9955, Cresta, 2118, South Africa  
Tel: +2711 912 3000 | Fax: +2711 912 3001

Data cellular number:	0			-			-															
Account number:																						
Account holder name:																						
User name:											User ID number:											
Email address:																						
Physical address:																						
																				Code:		
Postal address:																						
																				Code:		
Data modem:	Make:											Model:										
Date of purchase:																						
Phone IMEI no.*:																						

\*15-digit number on the back of the data modem visible or on packaging of the data modem.

## Insurance required:

Option	Premium	Max. indemnity
Insdata	R22.00	R4 000
SIM card cover	R3.00	Unlimited
<b>Commission:</b> Brokers fee comprising 20% of relevant premium		

## Declaration by insured:

The equipment described above is the equipment to be insured. I understand that the cover is subjected to the data modem being used in conjunction with the stipulated MSISDN (cellular number). I will be solely responsible for ensuring that the insurance administrators are notified of any changes to the equipment listed as insured.

Subscriber's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return this application form to our offices via email: [insurancequeries@mtn.co.za](mailto:insurancequeries@mtn.co.za) or send via fax to: 011 912 5122

## Definitions

**You/your/yourself** means the person in whose name this policy is issued, or in the case of a corporate entity, the insured or the employees/s of the insured to whom the equipment is allocated.

**Service provider** means MTN (Pty) Ltd.

**MSISDN** means cellular telephone number.

**Equipment** means the laptop and/or data card modem as stated in the schedule.

**Data card modem** means the data card modem issued in terms of a current subscriber contract between you and MTN and linked to the specific MSISDN as stated in the schedule. It excludes MTN prepaid data card modems or data card modems of any other network.

**SIM card** means the SIM card issued in terms of a current subscriber contract between you and MTN and linked to the specific MSISDN as stated in the schedule. It excludes MTN prepaid SIM cards or SIM cards of any other network.

## Insured event

Theft or sudden and unforeseen physical loss of or damage to the equipment listed on the schedule during the period of insurance from any cause or event not hereinafter excluded.

## Basis of indemnification

The indemnity by this policy, subject to the sums insured contained in the schedule, shall be as follows:

### Partial loss

Where the equipment can be repaired, the insurer will pay the costs reasonably incurred to restore it to its state of serviceability immediately before the occurrence of the damage. Should such costs exceed 60% of the value of the equipment it will be replaced at the discretion of the insurer.

### Total loss

At the insurers option replace the equipment or if the equipment is no longer available, the insurer will replace it with the nearest functionally equivalent model available at the time of the loss but not superior in value to the original model up to a maximum indemnity provided that liquid damage howsoever caused is

specifically restricted to liquid damage, which is reported within 48 hours from the time of the incident. Liquid damage as evidenced by liquid found, corrosion, rust or evidence of corrosion treatment are all deemed to be classed as liquid damage and are, if over 48 hours old, excluded from the insurance by this policy. The decision of the loss adjustor and administrators is final.

## First amounts payable

R300 each and every claim.

## Specific conditions

You must take all reasonable precautions to safeguard the equipment, including ensuring that:

- a) The equipment is not left exposed in a public place, place of recreation, office, mall or social occasion where it is vulnerable for easy removal or damage;
- b) The equipment is properly protected from exposure to rain, hail, sleet, snow and sprays of water and other liquids;
- c) The equipment shall not be used in conjunction with any other MSISDN without express authorisation of the service provider;
- d) Adjustments, other than day-to-day tuning or repairs to the equipment it shall only be carried out by an authorised repairer;
- e) The service provider on behalf of the insurer shall have sole authority in the conduct of all claims and the insured shall not make any admissions of liability in respect of any claim for which the insurer may be liable under this insurance except with the prior consent of the service provider;
- f) The insurer may, at any time, amend the premium for any future period of insurance by giving not less than 30 days prior written notice to you.

## General exceptions

This policy will not cover:

1. Loss, damage or breakdown caused by:
  - a) Wear and tear, atmospheric or climatic conditions or any gradual operating cause;
  - b) Alterations, maintenance, repairs or any process of cleaning or restoring;

- c) Delay, confiscation or detention by order of any government or public authority;
  - d) Scratching or chipping of painted or polished surfaces;
  - e) Loss or damage resulting from political or non-political riot, strike or civil commotion, public disorder, war invasion, terrorism or public violence or which is insurable by SASRIA Limited.
2. Consequential loss or damage of any description.
  3. The cost of repairs and maintenance carried out by anyone other than an authorised repairer.
  4. Loss, damage or breakdown caused by negligence, abuse or misuse in respect of the equipment including but not limited to:
    - a) Failure to use or site the equipment in accordance with manufacturer's instructions or failure to follow maintenance recommendations;
    - b) The use of accessories or equipment not approved by the manufacturers or incorrect connections of signal leads or application of incorrect electrical supply;
    - c) Faulty software or programming or electrical power surge or fluctuation;
    - d) Loss of or damage to the equipment whilst it is being used in conjunction with any other MSISDN unless authorised by the service provider and such authorisation has been noted in the policy;
    - e) Loss or damage to the equipment caused by liquid damage, other than as specified, resulting from the equipment falling into or being used in or around any body of water where you can be submerged, including but not limited to swimming pools, lake, sea, river, amusement area containing a body of water;
  - f) Any airtime costs incurred prior to reporting the theft of the equipment to the company and the South African police service.

5. Loss, damage or breakdown of equipment occurring prior to such equipment being in the possession or control of the employee/s of the insured. This policy specifically excludes any loss, damage or breakdown occurring whilst the equipment is kept in any repository by you.
6. Loss of any equipment as a result of such equipment not being returned to the insured by any employee/s after she/he/they has/have left the employ of the insured.

## General conditions

### Other insurance

If another insurance exists insuring you against the same insured event as defined the insurer shall only be liable for a rateable proportion of the claim.

### Cancellation of cover

This policy or any section thereof may be cancelled you giving immediate notice or by the insurer giving 30 days' notice in writing to the insurer.

**Claims:** On the occurrence of an event that may give rise to a claim under this policy you will as soon as practicable and at your own expense:

1. Notify the insurer and give details of any other insurance covering the same event.
2. Inform the police of any loss involving theft or loss of property and take all practical steps to discover the guilty party and recover the stolen or lost property.
3. Co-operate with the insurer or its nominee in minimising the resultant loss, damage, injury or liability.
4. Supply full details of the event in writing supported by such proofs, information and sworn declarations as the insurer requires.
5. Forward any notice of claim communication, writ, summons or other legal process connected with the event to the insurer.

6. A claim must be submitted within 30 days' from the date on incident.
7. A claim shall not be payable if you make any admission, statement (other than to the police), offer, promise, payment or indemnity without the prior written consent of the insurer.
8. A claims shall not be payable if it is rejected and legal action is not commenced within 12 months of the rejection.
9. A claims shall not be payable if these conditions have not been complied with and, in the event of non-compliance, any payment on account already made to the insured shall be repaid to the insurer forthwith.

### Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefit under this policy or if any loss damage or liability be occasioned by your wilful act or with your connivance all benefit under this policy in respect of such claims shall be forfeited.

### Premium payment

Monthly premiums are due at the beginning of each month. A grace period of 15 days is allowed for payment after due date. If payment is not received by the end of the grace period, cover will cease from the due date. If it is a new monthly policy, the 15-day grace period will start applying from the beginning of the second month of the currency of the policy.

### Prescription period

In the event of a claim being repudiated or rejected you have 180 (one hundred and eighty) days after such repudiation or rejection to make representation to the insurer in respect of this repudiation or rejection. If the dispute has not been resolved and you have not commenced legal action within one calendar month after this period; all benefit afforded under this policy shall be forfeited.

### Jurisdiction and governing law

The insurance provided by this policy shall be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder, and any summons or notice or process to be served upon the insurer for the purpose of instituting any legal proceedings against them in connection with this insurance shall be served upon Guardrisk Insurance Company Limited, 2nd Floor, 115 West Street, Sandton.

### Memorandum

In the event of a claim contact the Customer Care Help line on **083 1 808** or an MTN owned stores.

## Disclosure and other legal requirements:

*This notice does not form part of the insurance contract or any other document.*

**IMPORTANT:** Please read carefully

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

### 1. Intermediary

<b>Name:</b>	MTN (Pty) Ltd.
<b>Physical address:</b>	Innovation Centre, 216 14th Ave, Fairland, Roodepoort
<b>Postal address:</b>	Private Bag 9955, Cresta, 2118 Johannesburg
<b>Telephone number:</b>	083 123 6084
<b>Facsimile number:</b>	011 912 5122
<b>Email address:</b>	insurancequeries@mtn.co.za
<b>Registration number:</b>	1993/001436/07
<b>Authorised FSP number:</b>	44774
<b>Legal status:</b>	We, MTN (Pty) Ltd., are a company incorporated in terms of South African company legislation.

We are in possession of Professional Indemnity Policy and IGF cover in terms of Regulation 4, Section 45 of Short Term Insurance Act of 1998.

MTN (Pty) Ltd. has a contractual relationship with Guardrisk Insurance Company in terms of which MTN (Pty) Ltd. may market insurer's products of Short Term Insurance Personal and Commercial Lines. MTN (Pty) Ltd. has no contractual relationship with any other service provider.

MTN (Pty) Ltd. does not hold more than 10% of the product supplier's shares, Guardrisk Insurance Company, nor does it hold any other financial interest in that company.

MTN (Pty) Ltd. does not receive more than 30% of total remuneration, including commission, from Guardrisk Insurance Company.

In the event of a claim contact the administrators.

### Administrator

<b>Name:</b>	MTN (Pty) Ltd.
<b>Physical address:</b>	Innovation Centre, 216 14th Ave, Fairland, Roodepoort
<b>Postal address:</b>	Private Bag 9955, Cresta, 2118, Johannesburg
<b>Telephone number:</b>	083 123 6084
<b>Facsimile number:</b>	011 912 5122
<b>Email address:</b>	insurancequeries@mtn.co.za
<b>Registration number:</b>	1993/001436/07
<b>Authorised FSP number:</b>	44774

## 2. Details of insurer

<b>Name:</b>	Guardrisk Insurance Company Limited
<b>Physical address:</b>	2nd Floor, 115 West Street, Sandton
<b>Postal address:</b>	PO Box 786015, Sandton, 2146
<b>Telephone number:</b>	011 669 1000
<b>Facsimile number:</b>	011 669 1931/2
<b>Compliance officers:</b>	011 669 1039
<b>Email address:</b>	compliance@guardrisk.co.za
<b>Name, class or type of policy involved:</b>	Refer to attached policy schedule
<b>Registration number:</b>	1992/001639/06
<b>Authorised FSP number:</b>	26/10/75

## 3. Details of ISS compliance

<b>Name:</b>	Intermediary Support Services SA (Pty) Limited
<b>Compliance officer:</b>	Roy Bank
<b>Physical address:</b>	1st Floor President Place, Corner Bolton Road and Jan Smuts Ave, Rosebank
<b>Postal address:</b>	PO Box 1563, Randburg, 2125
<b>Telephone number:</b>	011 447 9899 or 0861 Comply (266759)
<b>Facsimile number:</b>	086 504 4119
<b>Email address:</b>	iss@fais.co.za
<b>Web address:</b>	www.issa.co.za

## 4. Other matter of importance

- a) You must be informed of any material changes to the information referred to in paragraphs 1 and 2
- b) If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 days
- c) If any complaint to the intermediary or insurer is not resolved to your satisfaction; you may submit the complaint to the registrar of short-term insurance
- d) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim
- e) If premium is paid by debit order:
  - It may only be in favour of one person and may not be transferred without approvaland
  - The insurer must inform you at least 30 days before the cancellation thereof in writing, of its intention to cancel such debit order
- f) The insurer and not the intermediary must give reasons for repudiating your claim
- g) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you
- h) You are entitled to a copy of the policy free of charge

## 5. Warning

- Do not sign any blank or partially completed application form
- Complete all forms in ink
- Keep all documents handed to you
- Make a note as to what is said to you
- Don't be pressurised to buy the product
- Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance

## 6. Particulars of FAIS Ombud

Particulars of FAIS Ombud who is available to advise you in the event of claim problems that are not resolved to your satisfaction by the insurance intermediary and/or the insurer

<b>Physical address:</b>	Eastwood Office Park, Baobab House, Ground Floor, Cnr Lynwood Road and Jacobson Drive, Lynwood
<b>Telephone number:</b>	012 470 9080
<b>Facsimile number:</b>	086 618 4053
<b>Email address:</b>	info@faisombud.co.za
<b>Website address:</b>	www.faisombud.co.za

## 7. Particulars of short-term insurance Ombud

Particulars of short-term insurance Ombud who is available to advise you in the event of claim problems that are not resolved to your satisfaction by the insurance intermediary and/or the insurer

<b>Physical address:</b>	Sunnyside Office Park, 5th Floor, Building D, 32 Princess of Wales Terrace, Parktown
<b>Postal address:</b>	PO Box 32334, Braamfontein, 2107
<b>Telephone number:</b>	011 726 8900
<b>Facsimile number:</b>	011 726 5501
<b>Email address:</b>	info@osti.co.za
<b>Website address:</b>	http://osti.co.za

## 8. Particular of registrar of short-term insurance

Financial Services Board

<b>Postal address:</b>	PO Box 35655, Menlo Park, 0102
<b>Telephone number:</b>	012 428 8000
<b>Facsimile number:</b>	012 347 0221

*(You may be required to sign a copy of this document)*