Device Insurance Policy Wording

What you are covered for

In return for paying your premium we Guardrisk Insurance Company Limited (your Insurer) will cover the MOBILE DEVICE detailed in your Schedule for the chosen cover.

The different sections as indicated in your policy schedule may include:

- All Risk
- Liquid & Accidental
- Repair Only

ALL RISK CELLPHONE

This section offers cover for accidental unforeseen physical loss or damage to the insured MOBILE DEVICE occurring anywhere in the world which includes:

- Theft
- Loss
- Liquid Damage
- Accidental Physical Damage

LIQUID DAMAGE & ACCIDENTAL DAMAGE

This section offers cover for accidental unforeseen physical damage to the insured MOBILE DEVICE occurring anywhere in the world which includes:

- Liquid Damage
- Accidental Physical Damage

REPAIR ONLY COVER

This section offers cover for accidental unforeseen physical damage to the insured MOBILE DEVICE occurring anywhere in the world which includes:

- Accidental Physical Damage

There is no cover for damage caused by liquid and the cover under this section is for the cost of the repair of the device only. Should the device be deemed beyond economical repair, there will be no replacement of the MOBILE DEVICE.

In the event that the device can be repaired, the Insurer will pay the costs reasonably incurred to restore it to its original working condition immediately before the damage.

The policy will automatically be cancelled where a device is deemed uneconomical to repair. Should the cost of repair exceed more than 70% of the insured value, the device will be deemed as beyond economical repair.

PERIOD OF INSURANCE (Applicable for All sections of cover)

Cover is provided for each month for which your premium is paid to your Insurer. The premium is payable in advance for the month of cover that follows.

Premiums are calculated on an annual basis and payable monthly. All premiums must be paid timeously to ensure that you have continuous and uninterrupted cover for the MOBILE DEVICE.

The insured value of the MOBILE DEVICE is contained in your Schedule overleaf. This is the maximum value your Insurer will pay in the event of a loss, less your first amount payable and any dual insurance, betterment or depreciation.

IF YOU ARE A CONTRACT CUSTOMER

It is agreed by all parties that the premiums for the MOBILE DEVICE is debited to your MTN contract and payable in advance for the month of cover.

It is very important to note that the cover for the MOBILE DEVICE is only valid whilst your account is up to date and premiums have been received for the MOBILE DEVICE.

The Insurer adheres to the Policyholder Protection Rules by abiding by a 15 day grace period. Should your premiums be received outside of the grace period, your cover may be affected and the claim may be repudiated.

IF YOU ARE A DEBIT ORDER CUSTOMER

It is agreed by all parties that the premiums for the MOBILE DEVICE is debited from your specified bank account on your specified day of debit.

The Insurer adheres to the Policyholder Protection Rules by abiding by a 15 day grace period. Should your premiums be received outside of the grace period, your cover may be affected and the claim may be repudiated.

ALL RISK COVER (Replacement or repair)

At the time of loss, the claim will be paid on the replacement value of the MOBILE DEVICE.

Your Insurer retains the right to settle any claim on the basis of the cost of repairs or replacement at their sole option.

In the event that the MOBILE DEVICE

i) Can be repaired, your Insurer will pay the costs reasonably incurred to restore it to its original working condition immediately before the damage.

   This will be done at the discretion of the Insurer.

   i) Is replaced by your Insurer, they agree to replace the MOBILE DEVICE with the same make and model as the Insured MOBILE DEVICE unless the same make and/or model is no longer available. The Insurer will then replace with a MOBILE DEVICE of the same value and similar functions as the original MOBILE DEVICE at the time of loss.

SPECIAL NOTE REGARDING DUE CARE AND PRECAUTION

At all times you must take reasonable steps to safeguard the MOBILE DEVICE from loss, damage or theft.

Any repairs to the MOBILE DEVICE must be carried out by a repairer authorised by Guardrisk Insurance Company Limited or their appointed nominee.

SPECIAL NOTE APPLICABLE TO ALL SECTIONS OF THE POLICY:

It is important to note that the MOBILE DEVICE is only covered whilst being used with the SIM CARD encoded with telephone number listed on your Schedule. The policy allows for up to 2 numbers to be listed on the Schedule. Either one of these listed numbers must be used in the insured device at all times.

You can change your cell phone number at any time but the MOBILE DEVICE will only be covered if your broker, Pinnacle Marketing (Pty) Ltd has been notified of the change.

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY (What you are not covered for)

i) The costs of replacing, reinstating or making good wear and tear, gradual deterioration, scratching or other superficial damage to outer casings, aerials or keypads.

ii) Any loss or damage during the hire or loan of the MOBILE DEVICE to another person.

iii) Loss of or damage to the MOBILE DEVICE resulting from theft or any attempt to steal from any unattended vehicle, unless the vehicle was locked and the MOBILE DEVICE is concealed in the cubby hole or boot. Any such loss must involve forcible and violent entry into the vehicle.

iv) Loss or damage to batteries, other than when they are stolen or lost together with the MOBILE DEVICE.

v) Loss or damage arising from the MOBILE DEVICE not being safeguarded whilst being charged.

vi) CONSEQUENTIAL LOSS OF ANY KIND WHATSOEVER.

vii) Loss of or damage to accessories and or car kits.

viii) Loss or damage arising from the MOBILE DEVICE where it is left unattended in a public place, place of recreation, office, mall or social occasion where it is vulnerable for easy removal or damage.

ix) Loss or damage arising from the MOBILE DEVICE being left unattended or exposed when unknown persons or third parties are in your home, office or similar area.

x) Loss or damage arising from the MOBILE DEVICE being removed from your locked home, office or similar area unless accompanied by forcible or violent entry into the area.

xi) Loss or damage to your SIMCARD unless the optional SIMCARD cover has been included from inception of the policy. Loss of your SIMCARD involving theft must involve theft of the MOBILE DEVICE.

xii) Loss or damage to the MOBILE DEVICE arising from or contributed to by gross negligence or willful conduct by you.

xiii) Loss or damage arising from a wilful act carried out by any other person known to you.

xiv) Loss or damage arising from a manufacturers defect.

xv) Loss, damage or defect that is covered under the manufacturer's warranty.

xvi) Loss, damage or defect arising from any software or application.

xvii) Loss or damage caused by electronically conveyed viruses.

xviii) Loss or damage arising from remote jamming devices or related events.

xix) Loss or damage arising due to fraud or dishonesty.

xx) Loss or damage arising from political or non-political riot, strike or civil commotion, public disorder, war, invasion, terrorism or public violence which is insurable by SASRIA (South African Special Risks Insurance Association) is excluded from this cover.

EXCESS STRUCTURE

What you pay in the event of a claim

Each time you have valid claim under this policy, you agree to pay a first amount payable, which is:

ALL RISK CELLPHONE COVER

In the event of a TOTAL LOSS (in other words lost, stolen or beyond economical repair)

i) R300.00

ii) 2nd loss within 12 months this amount increases to R750.00

iii) 3rd loss within 12 months this amount increases to R1000.00

iv) All claims within 60 days of inception will have an additional R300.00 excess.
If the phone is REPAIRABLE:

i) R150.00

ii) If you have a 2\textsuperscript{nd} loss within 12 months, this amount increases to R750.00

iii) 3\textsuperscript{rd} loss within 12 months this amount increases to R1000.00

iv) All claims within 60 days of inception will have an additional R300.00 excess.

When a period of 12 months from date of last claim has elapsed the first amount payable structure will be reset.

**LIQUID, ACCIDENTAL CELLPHONE COVER**

In the event of a TOTAL LOSS (the event of beyond economical repair)

i) R300.00

ii) 2\textsuperscript{nd} loss within 12 months this amount increases to R750.00

iii) 3\textsuperscript{rd} loss within 12 months this amount increases to R1000.00

iv) All claims within 60 days of inception will have an additional R300.00 excess.

If the phone is REPAIRABLE:

i) R150.00

ii) If you have a 2\textsuperscript{nd} loss within 12 months, this amount increases to R300.00 and is R300.00 for all other losses thereafter

iii) All claims within 60 days of inception will have an additional R300.00 excess.

When a period of 12 months from date of last claim has elapsed the first amount payable structure will be reset.

**REPAIR ONLY CELLPHONE COVER**

If the phone is REPAIRABLE:

i) R150.00

ii) If you have a 2\textsuperscript{nd} loss within 12 months, this amount increases to R300.00 and is R300.00 for all other losses thereafter

iii) All claims within 60 days of inception will have an additional R300.00 excess.

When a period of 12 months from date of last claim has elapsed the first amount payable structure will be reset.

**WHAT TO DO IN THE EVENT OF A CLAIM**

In the event of a claim in terms of the policy, you must do the following:

i) Report the incident to Pinnacle Marketing (Pty) Ltd by phone 083 123 6084 or fax: 066 498 5382 or email: mtelclaims@pinnaclemarketing.co.za as soon as reasonably possible after the discovery of the loss or damage.

ii) Within 30 (thirty) days of the loss or damage you must have reported and supplied all relevant information and details of the claims we have requested or your claim may be repudiated.

iii) As soon as possible following a loss by theft you must report the incident to your SERVICE PROVIDER and arrange for the SIMCARD to be deactivated and your HANDSET or MOBILE DEVICE must be blacklisted. Failure to do so will lead to your claim being rejected.

iv) In the event of a device that has been lost or stolen and the claim has been declined for whatever reason, the Insurer will repudiate your claim and cancel your policy with immediate effect.

v) You may not transfer the benefits of this contract to anyone else.

**SPECIFIC CONDITIONS**

i) You must give all reasonable assistance in the recovery of the lost or stolen MOBILE DEVICE and identification thereof.

ii) The Insurer may request proof of forcible entry in the event of a locker, drawer or locked storage compartment being broken into.

iii) Any MOBILE DEVICE which has been replaced by your insurer and recovered becomes the property of the Insurer. The original device if recovered also becomes the property of the Insurer.

iv) In settling your claim your Insurer can take over the handling of the claim in your name and the prosecution of any criminal action in connection with the loss or damage.

v) Should you fail to pay the required excess on the approved claim for your MOBILE DEVICE within 90 (ninety) days from date of loss, the claim will be treated as not taken up.

vi) In the event of your claim being rejected by your Insurer and you disputing such rejection, you may take legal action by the way of service of summons against your Insurer within 180 (one hundred and eighty) days of the date of rejection, failing which you forfeit the claim and no liability can arise in terms of such claim.

**GENERAL TERMS AND CONDITIONS OF COVER**

**Observance of policy conditions**

You will not be covered under this policy unless you fulfill all your obligations and you pay the premium due up to the date of the event giving rise to a claim under this policy. This policy shall be voidable if there is any misrepresentation, misdescription or non-disclosure of any material information relevant to this policy.

**Dual Insurance**

We shall not be liable to pay more than our rateable portion of the claim where there is any other insurance policy covering the same MOBILE DEVICE against the same event.