



Wearables Insurance Policy Wording

Definitions

Smart Watches are hereinafter referred to as "MOBILE DEVICE"

What you are covered for

In return for paying your premium we Guardrisk Insurance Company Limited (Your Insurer) will cover your MOBILEDEVICE detailed in your Schedule for accidental, unforeseen physical loss or damage to the MOBILE DEVICE occurring anywhere in the world which includes the most common occurrences of liquid damage and theft.

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.

BASIS OF INDEMNITY

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.
- ii) **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.

At all times you must take reasonable steps to safeguard the MOBILE DEVICE from loss, damage or theft and any repairs to the MOBILE DEVICE must be carried out by a repairer authorized by Guardrisk Insurance Company Limited or their appointed nominee.

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.

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 thereat 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 3rd 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 of or damage to the MOBILE DEVICE arising from or contributed to by gross negligence or wilful 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 from any unauthorised repairs or as a result of bad workmanship by an unauthorised repairer
- xx) Loss or damage resulting 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

What you pay in the event of a claim

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

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

- i) 10% of claim minimum R500.00
- ii) 2nd Loss within 12 months this amount increases to 10% of claim minimum R1000.00
- iii) 3rd Loss within 12 months this amount increases to 10% of claim minimum R1500.00
- iv) All claims within 60 days of inception will have an additional R300.00 excess.

If the MOBILE DEVICE is **REPAIRABLE**;

- i) R300.00
- ii) If you have a 2nd loss within 12 months this amount increases to R500.00 and is R500.00 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: **086 498 5382** or email: mtncclaims@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 stolen or lost MOBILE DEVICE you must report the occurrence to the South African Police Services, within 48 hours and to any other Police Service in any other country. Documentary evidence of a police reference number must be obtained and sent to Pinnacle Marketing (Pty) Ltd together with the completed claim form

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 break in at your home, office, storage facility, vehicle, or any other building or dwelling.
- iii) The Insurer may request proof of forcible entry in the event of a locker, drawer or locked storage compartment being broken into
- iv) 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.
- v) 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
- vi) 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
- vii) 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

CONDITIONS OF COVER

Observance of policy conditions

You will not be covered under this policy unless you fulfil 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.

Cancelling of cover

This policy may be cancelled at any time by either party giving 30 (thirty) days' notice in writing

- i) This policy may be cancelled at any time by either party giving thirty (30) days' notice in writing.
- ii) MULTIPLE CLAIMS, in the event that 3 or more claims are lodged against this policy in any 12 month period, your Insurer may at its discretion give 30 (thirty) days' notice due to adverse claims experience

In the event of a device that has been lost or stolen and the claim has been declined for whatever reason, the Insurer will cancel the policy and will no longer collect premiums on the device.

In the event of a device that has been damaged and the claim has been declined, the Insurer will suspend cover for accidental physical or liquid damage until such time that proof of repairs for the device is submitted to the Insurer.

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.

Fraud or any attempt thereat

If you or anyone acting on your behalf submits a fraudulent claim or forged or false document to support a claim, the Insurer will repudiate your claim and cancel your policy with immediate effect. The Insurer is entitled to recover the amount that was paid to you in respect of the claim.

Transfer

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

Increase/Decrease in value

The value of the MOBILE DEVICE can increase or decrease from the INSURED VALUE reflected on your schedule. Guardrisk Insurance Company Limited and your broker, Pinnacle Marketing (Pty) Ltd cannot be held accountable in such circumstances for the increase or decrease in value that occurs. Should you wish us to increase or decrease the value of the MOBILE DEVICE. It is your responsibility to notify Pinnacle Marketing (Pty) Ltd of your requirements.

Upgrade or change in HANDSET or MOBILE DEVICE

It is your responsibility to notify Pinnacle Marketing (Pty) Ltd in writing of the change or upgrade of the MOBILE DEVICE covered by this policy. Failing to do so will result in your claim being repudiated.

Increase in premium

The Insurer may from time to time increase your premium on the MOBILE DEVICE. This will be done at the discretion of the Insurer giving the required 30 (thirty) days' notice.

Treating Consumers Fairly

This product has been created to meet the needs of our clients.

The Treating Consumers Fairly ("TCF") framework principles are viewed seriously by the Insurer and all 6 (six) outcomes, as stated below, are practiced at all times. We will, in all our interactions with any consumer, endeavour to deliver excellent consumer experiences which we will achieve through the ongoing review of all our business practices and analysis of complaints. It is our objective to be fair in our treatment of all consumers and partners and being compliant, in all aspects, of the 6 (six) outcomes of the TCF framework. These outcomes are:

- You are confident that your fair treatment is key to our culture;
- Products and services are designed to meet your needs;
- We will communicate clearly, appropriately and on time;
- We provide advice which is suitable to your needs and circumstances;
- Our products and services meet your standards and are of an acceptable level
- And there are no barriers to access our services or to lodge any complaints

IMPORTANT CONTACT NUMBERS

083 123 6084 for any queries, amendments or claim related matters.