

Cell C Pay Bill Assist

Terms and Conditions of Benefits

Accident, Illness, Unemployment, Maternity & Post Child Birth

- Beneficiary (you):** Any **subscriber** who buys a contract that includes Pay Bill Assist that meets the qualification criteria or purchases the Pay Bill Assist Data Bundle.
- Your Benefit Starts:** On the first of the month following your qualifying Pay Bill Assist contract start date.
- Your Benefit Ends:** All benefits under Pay Bill Assist end and no further benefits are payable (whichever occurs first):
- On the **subscriber's** death
 - On the **subscriber** reaching the closing age of 65 (sixty five) years
 - On the **subscriber's retirement** (working less than 16 hours per week)
 - if the benefit is cancelled by Cell C
- Qualification Criteria:** To qualify for this benefit **you** must have been in continuous employment with the same employer for a minimum of 6 (six) months and have passed a credit check. You must be between the ages of 18 (eighteen) years and 65 (sixty five) years and in **permanent employment** and not **retired** or in full time education.
- Territorial Limits:** Republic of South Africa.

Table of Benefits

	Your benefits
Accident	Up to ZAR2 000 per month for up to 6 (six) months in a 12 (twelve) month period.
Illness	Up to ZAR2 000 per month for up to 6 (six) months in a 12 (twelve) month period.
Unemployment	Up to ZAR2 000 per month for up to 6 (six) months in a 12 (twelve) month period.
Maternity Benefit	Up to ZAR2 000 per month for up to 3 (three) months in a 12 (twelve) month period.
Other Postchildbirth Benefit	Up to ZAR2 000 per month for up to 3 (three) months in a 12 (twelve) month period.
Benefit Limit	Up to the limit of the monthly pre-determined contract amount, or the maximum sums as stated above, whichever is the lesser.
The benefit period shall only be payable for the specific period stated above or up to the expiry of the subscriber's contract with Cell C, whichever the lesser.	

How to access your Benefits

In the event of any circumstance which could give rise to an incident **you** must notify the **administrator** as soon as reasonably possible by contacting:

By post: Worldwide Advisory Services (Pty) Ltd

PO Box 651250
Benmore 2010
South Africa

Telephone: 084 157 0007 Option 2

Email: cellc@paybillassist.co.za

How to Complain

If **you** have any questions or concerns about benefit or the handling of an incident, **you** should in the first instance contact the **administrator** and raise this with them:

By post: Worldwide Advisory Services (Pty) Ltd

PO Box 651250
Benmore 2010
South Africa

Telephone: +27 84 157 0007 Option 2

Email: cellc@paybillassist.co.za

If **we** are not able to resolve the situation, and **you** wish to take the matter further, **you** may have the right to refer **your** complaint to our dedicated complaints team within 6 (six) months from the date of the final response.

Their contact details are:

By post: Worldwide Advisory Services (Pty) Ltd

PO Box 651250
Benmore 2010
South Africa

Email: complaints@wwas.co.za

Telephone: 084 157 0007 Option 2

The existence of this Complaints Procedure does not affect any right of legal action **you** may have against **us**.

Insuring Agreement

These Terms and Conditions are based on a Master Policy between Cell C and **us** under which **you** can receive the benefits of these Terms and Conditions in the event of a covered loss occurring. These Terms and Conditions have been prepared in accordance with Cell C's instructions and based on the information provided by Cell C.

Benefit Definitions

A defined word, term or phrase will be shown in bold each time they appear in the document.

Each time one of the following defined words, terms or phrases is used, they will have the same meaning wherever they appear in the document, whether expressed in the singular or the plural, male, female or neutral, unless an alternative definition is stated to apply.

1. **Accident** means a sudden, unforeseen, external and fortuitous identifiable event and the word '**accidental**' will be construed accordingly.
2. **Active Service** means direct participation in military operations as a member of the Armed Forces.
3. **Administrator** means Worldwide Advisory Services (Pty) Ltd.
4. **Benefit Period** means the maximum period of temporary disablement (not necessarily consecutive) in respect of any one **accident** or **illness**, or maximum period of **unemployment** for which a benefit may be payable, as shown in the **schedule**.
5. **Bodily Injury** means injury which is caused solely by **accidental** means and which, solely and independently of any other cause, results directly in **your disablement** within 12 (twelve) calendar months from the date of the **accident**.
6. **Country of Permanent Residence** means **South Africa**.
7. **Disablement** means a physical disability resulting from bodily injury or illness that prevents **you** from undertaking your normal occupation as a **permanent** employee.
8. **Hazardous Sporting Activities** means aggressive inline, BASE jumping, bungee jumping, cave diving, freeflying, freestyle scootering, hang gliding, horse racing, ice climbing, kitesurfing,

- motocross, mountain biking, mountaineering, mountain boarding, parkour, paragliding, rallying, rafting, rock climbing, sandboarding, scuba diving, open water sea swimming, skydiving, snowmobile, surfing, wakeboarding, water ride, waveski, whitewater kayaking, windsurfing, wingsuit flying and x-pogo or any other similar activity that presents a similar increase in exposure to **us**.
9. **Hospital** means any establishment which is registered or licensed as a medical or surgical **hospital** in **South Africa** and where **you** are under the supervision of a **qualified medical practitioner**.
 10. **Illness** means any bodily illness that prevents **you** from working which manifests itself during the period in which **you** qualify for Pay Bill Assist.
 11. **Limit** means the amount stated in the **schedule**, being the total amount payable by **us** in respect of any one **event**, irrespective of the number of incidents.
 12. **Maternity Leave** means officially approved and unpaid leave from **permanent employment** following the birth or adoption of a child requiring daily care by **you**.
 13. **Pandemic** means an outbreak of a disease prevalent throughout an entire country, continent or the whole world.
 14. **Partner** means spouse, civil partner or co-habiting partner of the **subscriber**.
 15. **Permanent Employment** means a **subscriber** who has an indefinite contract of employment with an employer and who works a minimum of 16 (sixteen) hours per week.
 16. **Post Childbirth Leave** means officially approved unpaid leave from **permanent employment** following **your partner** giving birth or **your** adoption of a child requiring daily care by **you**.
 17. **Pre-existing Medical Condition** means any medical condition for which **you** have suffered from symptoms or received treatment, or should have received treatment, medication or advice (including regular or routine examinations or consultations to monitor the condition) from a **qualified medical practitioner** in the twenty four (24) month period immediately prior to **your** Pay Bill Assist contract start date.
 18. **Qualified Medical Practitioner** means a doctor or specialist, who is registered or licensed to practise medicine or dentistry under the laws of the country in which they practice and who is not the **subscriber** or a member of the **subscriber's** immediate family.
 19. **Retired** means having concluded **your** working or professional career or being employed for less than 16 (sixteen) hours per week and the word retirement will be construed accordingly.
 20. **Schedule** means the **schedule** of benefits attaching to and forming part of this document.
 21. **South Africa** means the Republic of South Africa.

22. **Subscriber** means a customer of Cell C who has purchased a mobile phone package from Cell C that includes Pay Bill Assist or purchases the Pay Bill Assist Data Bundle and who has been an active subscriber for three months.
23. **Subscriber Account** means the active account of the **subscriber** with the **Cell C** for providing telecommunication services.
24. **Terrorism** means an act, including but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence or overthrow any government and/or to put the public or any section of the public in fear.
25. **Unemployment** means a period when the **subscriber** is totally out of work or temporary out of work involuntarily and is actively seeking work, is not in receipt of, or entitled to, any pay in lieu of notice and the word unemployed will be construed accordingly.
26. **Us/We/Our** means African Unity Life Limited (Reg. No. 2003/016142/06), an authorised Financial Services Provider (FSP 8447) and certain underwriters at Lloyds.
27. **War** means armed conflict between nations, including forces acting for any international authority, whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.
28. **You/Your** means the **subscriber**.

General Benefit Exclusions

- A) **We** will not accept or pay for any incident arising out of:
1. **You** committing or attempting to commit suicide or intentionally inflicting self-injury.
 2. **You** engaging in **active service** in any of the armed forces of any nation.
 3. **You** suffering from an addictive disorder or drug, substance or alcohol abuse or dependence.
 4. **War** and/or **terrorism** within **your country of permanent residence**.
 5. **You** participating in professional sports of any kind or **hazardous sporting activities**. B) **We** will not pay for:
 6. Any loss once **you** have attained the age of 65 (sixty five) years.

7. Any loss as a result of venereal disease or any expenses incurred either directly or indirectly in the treatment of, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC) or Human Immunodeficiency Virus (HIV).
8. Any loss as a result of a **pandemic**.
9. Any loss as a result of stress, anxiety, depression or any mental or nervous disorder.
10. For any loss, which occurs at a specified time between the date **your** Pay Bill Assist contract starts and the date **your** Pay Bill Assist contract ends, arising out of:
 - a) Any pathogenic, poisonous, chemical, biological, bio-chemical or radioactive materials; or
 - b) A nuclear or radioactive device whose destructive force employs or involves atomic or nuclear fission and/or fusion or other like reaction;

Benefit Limitation and Exclusion Clause:

Cell C shall not be deemed to provide benefit or be liable to pay for any incident to the extent that the provision of such benefit, payment of such incident or provision of such benefit would expose Cell C to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Accident and Illness

If within the Pay Bill Assist contract period **you** sustain **bodily injury** or **illness**, **we** will pay a benefit to **you** in accordance with the sums shown in the Table of Benefits to be credited against **your subscriber account** subject to the following:

Accident and Illness Conditions

1. An incident will only be payable for **bodily injury** or **illness** subject to the **subscriber** providing satisfactory evidence from a **qualified medical practitioner** for the full duration of such **bodily injury** or **illness**.
2. An incident will only be payable for **bodily injury** or **illness** which lasts a minimum of five consecutive working days and will be paid from day one.
3. The payment of an incident must not exceed the sums set out in the Table of Benefits.
4. An incident will be payable at the daily pro rata amount of the **subscriber's account** where the **subscriber** is unable to carry out or commence his/her usual occupation.

Accident and Illness Exclusions

We will not pay for:

1. **Bodily injury** or **illness** caused by any **pre-existing medical condition**.
2. **Bodily injury** or **illness** if the **subscriber** is **retired**.

Unemployment

For employed, if within the Pay Bill Assist contract period **you** become **unemployed**, **we** will pay a benefit to the **you** in accordance with the sums set out in the Table of Benefits to be credited against **your subscriber account**.

Unemployment Conditions

1. The payment of an incident must not exceed the sums set out in the Table of Benefits.
2. An incident will only be payable for **unemployment** subject to the **subscriber** providing both satisfactory evidence of unemployment and actively seeking employment.
3. An incident will be payable at the daily pro rata amount of the **subscriber's account** where the **subscriber** is **unemployed**.

Unemployment Exclusions

We will not pay for:

1. **Unemployment** if the **subscriber** is self-employed or **retired**.
2. **Unemployment** if the **subscriber** has been dismissed or suspended from their job or unable to work or lost their job due to misconduct, fraud, dishonesty or any other similar act, for example theft.
3. **Unemployment** if the **subscriber** has resigned from their job or accepted voluntary redundancy or voluntarily stopped working.
4. **Unemployment** if the **subscriber** has been made redundant as a consequence of taking part in a strike, labour dispute, industrial action or lockout.
5. **Unemployment** if the **subscriber** has not been in **permanent employment** with the same employer for at least the previous 6 (six) months or they are in their probationary period.

Maternity or Post Childbirth Benefit

If within the Pay Bill Assist contract period **you** are officially absent from your **permanent employment** due to **maternity leave** or **post childbirth leave**, **we** will pay a benefit to **you** in accordance with the sums set out in the Table of Benefits to be credited against **your subscriber account**.

Maternity or Post Childbirth Conditions

1. The payment of an incident must not exceed the sums set out in the Table of Benefits.
2. An incident will only be payable for **maternity leave** or **post childbirth leave** subject to the **subscriber** providing satisfactory evidence of official leave from their employer for the duration of the incident.
3. An incident will be payable at the daily pro rata amount of the **subscriber's account** where the **subscriber** is officially absent from their **permanent employment**.

Maternity or Post Childbirth Exclusions

We will not pay for:

1. **Maternity leave** or **post childbirth leave** if the **subscriber** is self-employed or **retired**.
2. **Maternity leave** or **post childbirth leave** if the **subscriber** or their **partner** is pregnant at the time of their contract start date or if the **subscriber** or their **partner** is undergoing fertility treatment.
3. **Maternity leave** or **post childbirth leave** if the **subscriber** has not been granted official leave from their **permanent employment**.

General Benefit Conditions

1. Maximum Benefit Payable

An incident will only be payable under one of the benefits at any one time.

2. Declaration of Important Facts

You must provide to **us**:

- a) All facts and information that may affect the benefits set out in this document; and
- b) All other information that **we** may reasonably require.

3. Law and Jurisdiction

The meaning, validity and effect of this **policy** will be interpreted in accordance with the law of **South Africa** and the courts in **South Africa** will have exclusive jurisdiction in any dispute hereunder.

Incident Conditions

The following incident conditions apply:

1. Action by You

In the event of any circumstance which give rise to an incident **you** can accept the benefit by:

- a) notifying **us** as soon as reasonably practicable by contacting:

Telephone: +27 084 157 0007

Email: cellc@paybillassist.co.za

- b) Supply to Worldwide Advisory Services, at **your** expense, within 30 (thirty) days after the circumstances or event or within such further time as **we** may allow:
 - I. Full details in writing of the claim; and
 - II. Proof of **illness** or **bodily injury** causing **unemployment** and proof of employment
 - III. All such further proof and information relating to the claim as may reasonably be required by **us** for the purpose of investigating or verifying the claim; and
 - IV. If demanded, a statutory declaration of the truth of the claim and of any matters connected with such claim.
- c) Give all assistance as **we** may reasonably require including, but not limited to, agreement with all reasonable arrangements for medical and other advisors of **ours** to examine **you**, at **our** expense in relation to any **bodily injury** or **illness**, in respect of which an incident has been made.

2. Benefit Payments

With respect to the benefits set out in this document, **we** agree to pay for an incident which will then be credited against the **subscriber's account**.

Co-operation

The **Subscriber** must assist and co-operate with Cell C or Cell C's representatives, in obtaining any other records Cell C deem necessary to evaluate the incident or claim. In no event shall Cell C be liable to pay any benefit or claim unless the **Subscriber** cooperates with Cell C and/or Cell C's representatives in the investigation of the incident or claim.

Cell C Pay Bill Assist

Terms and Conditions of Death Incident Benefits

Beneficiary (you): Any **subscriber** who buys a contract that includes Pay Bill Assist that meets the qualification criteria or purchases the Pay Bill Assist Data Bundle.

Your Benefit Starts: On the first of the month following your qualifying Pay Bill Assist contract start date.

Your Benefit Ends: All benefits under Pay Bill Assist end and no further benefits are payable (whichever occurs first):

- On the **subscriber's** death
- On the **subscriber** reaching the closing age of 65 (sixty five) years
- On the **subscriber's retirement** (working less than 16 hours per week)
- if the benefit is cancelled by Cell C

Qualification Criteria: To qualify for this benefit **you** must have been in continuous employment with the same employer for a minimum of 6 (six) months and have passed a credit check. You must be between the ages of 18 (eighteen) years and 65 (sixty five) years and in **permanent employment** and not **retired** or in full time education.

Territorial Limits: Republic of South Africa.

Table of Benefits

	Your benefits
Death Benefit	ZAR 10 000. The Cell C Subscriber account will be paid/settled by Cell C and any amount in excess of the amount owed will be paid to the Subscriber's next of kin (as determined by Cell C).
The benefit period shall only be payable for the specific period stated above.	

How to access your Benefits

In the event of any circumstance which could give rise to an incident **you** must notify the **administrator** as soon as reasonably possible by contacting:

By post: Worldwide Advisory Services (Pty) Ltd
PO Box 651250

Benmore 2010
South Africa

Telephone: 084 157 0007 Option 2

Email: cellc@paybillassist.co.za

How to Complain

If **you** have any questions or concerns about benefit or the handling of an incident, **you** should in the first instance contact the **administrator** and raise this with them:

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PO Box 651250
Benmore 2010
South Africa

Telephone: +27 84 157 0007 Option 2

Email: cellc@paybillassist.co.za

If **we** are not able to resolve the situation, and **you** wish to take the matter further, **you** may have the right to refer **your** complaint to our dedicated complaints team within 6 (six) months from the date of the final response.

Their contact details are:

By post: Worldwide Advisory Services (Pty) Ltd

PO Box 651250
Benmore 2010
South Africa

Email: complaints@wwas.co.za

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The existence of this Complaints Procedure does not affect any right of legal action **you** may have against **us**.

Benefit Definitions

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Each time one of the following defined words, terms or phrases is used, they will have the same meaning wherever they appear in the document, whether expressed in the singular or the plural, male, female or neutral, unless an alternative definition is stated to apply.

1. **Active Service** means direct participation in military operations as a member of the Armed Forces.
2. **Country of Permanent Residence** means **South Africa**.
3. **Hazardous Sporting Activities** means aggressive inline, BASE jumping, bungee jumping, cave diving, freeflying, freestyle scootering, hang gliding, horse racing, ice climbing, kitesurfing, motocross, mountain biking, mountaineering, mountain boarding, parkour, paragliding, rallying, rafting, rock climbing, sandboarding, scuba diving, open water sea swimming, skydiving, snowmobile, surfing, wakeboarding, water ride, waveski, whitewater kayaking, windsurfing, wingsuit flying and xpogo or any other similar activity that presents a similar increase in exposure to **us**.
4. **Limit** means the amount stated in the **schedule**, being the total amount payable by **us** in respect of any one **event**, irrespective of the number of incidents.
5. **Pandemic** means an outbreak of a disease prevalent throughout an entire country, continent or the whole world.
6. **Partner** means spouse, civil partner or co-habiting partner of the **subscriber**.
7. **Pre-existing Medical Condition** means any medical condition for which **you** have suffered from symptoms or received treatment, or should have received treatment, medication or advice (including regular or routine examinations or consultations to monitor the condition) from a **qualified medical practitioner** in the twenty four (24) month period immediately prior to **your** Pay Bill Assist contract start date.
8. **Qualified Medical Practitioner** means a doctor or specialist, who is registered or licensed to practise medicine or dentistry under the laws of the country in which they practice and who is not the **subscriber** or a member of the **subscriber's** immediate family.
9. **Retired** means having concluded **your** working or professional career or being employed for less than 16 (sixteen) hours per week and the word retirement will be construed accordingly.
10. **Schedule** means the **schedule** of benefits attaching to and forming part of this document.
11. **Administrator** means Worldwide Advisory Services (Pty) Ltd.
12. **South Africa** means the Republic of South Africa.

13. **Subscriber** means a customer of Cell C who has purchased a mobile phone package from Cell C that includes Pay Bill Assist or purchases the Pay Bill Assist Data Bundle and who has been an active subscriber for three months.
14. **Subscriber Account** means the active account of the **subscriber** with the **Cell C** for providing telecommunication services.
15. **Terrorism** means an act, including but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence or overthrow any government and/or to put the public or any section of the public in fear.
16. **Us/We** means certain underwriters at Lloyds of London.
17. **War** means armed conflict between nations, including forces acting for any international authority, whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.
18. **You/Your** means the **subscriber**.

Benefit Limitation and Exclusion Clause:

Cell C shall not be deemed to provide benefit or be liable to pay for any incident to the extent that the provision of such benefit, payment of such incident or provision of such benefit would expose Cell C to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Benefit Conditions

1. Maximum Benefit Payable

An incident will only be payable under one of the benefits at any one time. The benefit is offered as a capital payment of R10 000 upon the death of the Subscriber. The Cell C Subscriber account will be paid/settled by Cell C and any amount in excess of the amount owed will be paid to the Subscriber's next of kin (as determined by Cell C).

2. Declaration of Important Facts

You must provide to **us**:

- a) All facts and information that may affect the benefits set out in this document; and
- b) All other information that **we** may reasonably require.

Death Benefit Exclusions

The benefit does not cover any claims arising out of or relating to:

Alcohol and Drugs

The **Subscriber** being intoxicated by alcohol or using drugs, except drugs as prescribed by a registered qualified medical practitioner and taken in accordance with such prescription.

Criminal or Intentional Actions

A **Subscriber's** criminal activity or intentional actions;

Nuclear

discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason.

Radioactive Contamination and Explosive Nuclear Assembly

any ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Sanctions

Cell C shall not pay any claim or provide any benefit hereunder to the extent that the payment of such claim or provision of such benefit would expose Cell C to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Suicide and Self Harm

the **Subscriber's** suicide or attempting to commit suicide or self-injury.

Terrorism

any act of **Terrorism** (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing **Terrorism**. If Cell C alleges that by reason of this exclusion any claim or circumstance is not covered by these benefits the burden of proving the contrary shall be upon the **Subscriber**.

War

War, whether **War** be declared or not, hostilities or any act of **War** or civil war.

Fraudulent incidents

If the **Subscriber**, or anyone acting for the **Subscriber**, makes a fraudulent incident, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, Cell C:

- (a) will not be liable to pay the benefit; and
- (b) may recover from the **Subscriber** any sums paid by Cell C to the **Subscriber** in respect of the benefit; and

Death Benefit Conditions

Cell C will not pay any benefit to the extent that they have been prejudiced by any failure to comply with requirements set out below.

How to access your Benefit

The **Subscriber** must tell Cell C as soon as practicably possible.

In the event of an incident, payment is subject to the Cell C being provided with such documents and information as they may need.

This will include:

- (a) formal notification in writing
- (b) a certified copy of the Death Certificate of the Life of the **Subscriber**
- (c) proof of the **Subscriber's** age

Incident Notification

The **Subscriber** must inform Cell C as soon as practicably possible about any incident or circumstance in which they may need to register an incident.

How to access your Benefit

In the event of an incident, payment of the benefit is subject to Cell C being provided with such documents and information as it may need.

This will include:

- (d) Formal notification in writing
- (e) a certified copy of the Death Certificate of the **Subscriber**
- (f) Proof of the **Subscriber's** age

Co-operation

The **Subscriber** must assist and co-operate with Cell C or Cell C's representatives, in obtaining any other records Cell C deem necessary to evaluate the incident or claim. In no event shall Cell C be liable to pay any benefit or claim unless the **Subscriber** cooperates with Cell C and/or Cell C's representatives in the investigation of the incident or claim.