



C SURANCE

**Mobile Equipment and Subscriber Agreement
Insurance Policy Wording underwritten by
The Hollard Insurance Company Limited and
The Hollard Life Assurance Company Limited**

Hollard.

This policy is subject to the terms and conditions of this policy wording.

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Introduction

This is *your* policy wording for the **C Surance Mobile Equipment and Subscriber Agreement** Insurance. Words in *italics* are defined in the Definitions.

In exchange for your payment of the insurance premium, *Hollard* agrees to indemnify *you* against the *accidental* loss, theft or *accidental* damage of the *Mobile Equipment* and *loss of simcard*, during the period of insurance, subject to the terms, conditions and exclusions contained in this policy wording. Optional cover in exchange for an agreed additional premium in respect of *unlawful use*, and will pay *your outstanding liability* in terms of *your subscriber agreement* in the event of death, *permanent disability* or *involuntary retrenchment* occurring during the period of insurance, as well as providing an extended warranty on the goods outside of manufacturer's warranty and subject to the terms, conditions and exclusions contained in this policy.

This policy wording tells *you* in clear and simple language how the policy works. The name of the insurance company is The Hollard Insurance Company Limited (*Hollard*). *Your Service Provider* offers this policy on behalf of *Hollard*. *Hollard* is a registered insurance company and a licensed financial services provider. Worldwide Advisory Services (Pty) Ltd (Worldwide Advisory) has been appointed by *Hollard* to administer the policy and claims.

This policy wording as amended from time to time, various administrative forms, the *schedule of insurance*, application forms, declarations, authorizations and any voice-logged conversations pertaining to this policy form the basis of this insurance contract.

If there is any difference between this policy and any of the other documents mentioned above, the provisions of this policy prevail.

Should you wish to submit any complaints to Hollard, your underwriter with respect to this policy, please send your complaint to HBMcomplaints@hollard.co.za

1. Mobile Equipment and Sim card Cover

Section 1.1: Mobile Equipment Cover

1.1.1 Insured event

The *Mobile Equipment* is covered against *accidental* physical loss, theft, and *accidental* damage during the period of insurance.

1.1.2 Benefits

1. You will receive a benefit from *Hollard* following the theft, *accidental* physical loss or accidental damage to the insured *Mobile Equipment* caused by an insured event during the period of insurance.
2. *Hollard* will either:
 - **repair** - if the insured item is repairable, *Hollard* will pay the repairer reasonable costs to restore it to its condition immediately prior to the insured event. Should the cost of a repair be 70% or more than *Mobile Equipment* value *Hollard* will deem it to be irreparably damaged and in such case, will replace the *Mobile Equipment*.
 - **replace** stolen, lost or irreparably damaged *Mobile Equipment* with a product of same or similar features and quality.
3. If the same make and model of the *Mobile Equipment* is still available on the market or from the suppliers, the stolen, lost or damaged *Mobile Equipment* will be replaced with the same make and model. Should the insured *Mobile Equipment* no longer be available on the market or from the suppliers, you will be given a replacement option with the same or similar features and quality.

1.1.3 Mobile Equipment Benefit limits

1. *Hollard* will entertain a maximum of two claims within any 12-month period.
2. The benefits will not be paid in cash, but will cover repair costs should the *Mobile Equipment* be repairable OR if not repairable the replacement with *Mobile Equipment* of same or similar and quality.
3. If the *Mobile Equipment* must be replaced, the maximum benefit will be equal to the replacement value of the *Mobile Equipment* at *date of loss* provided that the replacement value will not exceed the maximum insured value indicated on the *schedule of insurance*.
4. The maximum amount that *Hollard* will bear in respect of any incident is the insured value indicated on the schedule of insurance, not exceeding R25 000.

1.1.4 Specific exclusions to Mobile Equipment cover

***Hollard* is not liable for:**

1. Loss or damage from:
 - wear and tear, maintenance, depreciation, deterioration or other gradually operating causes;
 - change in temperature or humidity, the action of light or climatic or atmospheric conditions unless caused by storm, wind, water, hail or snow;
 - the process of cleaning, dyeing, bleaching, altering, repairing or restoring;
 - mechanical or electrical breakdown, failure, breakage or instability;
 - vermin, insects, termites, mildew, damp, corrosion, oxidation or rust;
 - confiscation, detention, requisition or nationalisation, whether by customs or other authority;
 - theft from an unattended vehicle, unless the *Mobile Equipment* is completely concealed and the vehicle is secured and locked at all points of access and entry is gained by forcible, violent and

visible means of which there is evidence or the vehicle is locked or secured in a building to which entry is gained by those means.

- Any damage/failures that existed before the policy started.
2. Loss or damage arising from or contributed to by *your* dishonesty or another person acting on *your* behalf and/or instructions.
 3. Loss or damage arising from *Your reckless behaviour*.
 4. Loss or damage to the *Mobile Equipment* transported by/via courier.
 5. Any claim which is not submitted to the *Binder Holder as noted in your disclosure notice* within the first 30 days from *date of loss* or damage.
 6. Any loss that is not reported to the SAPS within the first 48 hours.
 7. Any loss or damage caused by electronic viruses.
 8. Loss or damage during the hire or loan of the *Mobile Equipment* to a third party, or where the *Mobile Equipment* is given to another person for short term or long term use other than a member of *your* family for whom *you* are responsible.
 9. Consequential loss of any kind whatsoever e.g. data wiped from *Mobile Equipment*, or loss of business Income.
 10. Loss of or damage to batteries (other than when they are stolen, lost or damaged together with the *Mobile Equipment*), accessories, car-kits.
 11. A manufacturing defect (which is normally covered by the manufacturer's warranty).
 12. Loss, damage or liability caused by:
 - Civil commotion, labour disturbances, riot, strike, lock-out or public disorder;
 - War, invasion, act of foreign enemy, warlike operations, mutiny, military rising, military or usurped power, material law or state of siege, insurrection, rebellion or revolution.
 - If you provide Hollard with any false documentation, information of facts with respect to your claim

1.1.5 Specific conditions of Mobile Equipment cover

1. Conditions related to the *Mobile Equipment*

- the *Mobile Equipment* must belong to *you* or a member of *your* family for whom *you* are responsible.
- the *Mobile Equipment* must be registered on the Cell C network.
- the number on the *SIM card* must match the IMEI number that was recorded at the time the policy was issued.
- the IMEI number on the *Mobile Equipment* must match the IMEI number that is recorded on the *schedule of insurance*.
- the *Mobile Equipment* must have been used to make or receive a call, or to send or receive an SMS in conjunction with the cellular number that was provided at the time the *Mobile Equipment* was registered, within 24 hours of a claim event.
- if any amount due to the *Service Provider* is outstanding, a claim will not be entertained until the amount owing has been paid in full.

2. Termination of *Mobile Equipment* cover

2.1 This policy will terminate if:

- the *Mobile Equipment* no longer belongs to *you* or a member of *your* family for whom *you* are responsible.
- *you* cancel this cover. *You* may terminate cover immediately by advising *Hollard*, either in writing to fax number 086 527 8902 or by calling 084 157 0007.
- payment of any premium is not received subject to the 30 days' period of grace.
- *you* breach any manufacturer's warranty.

2.2 If *your* policy was terminated, *you* may reinstate *your* policy at any time and cover will commence from the date of reinstatement, if *your* premium is up to date from the date of reinstatement.

2.3 *Your* failure to comply with the terms and conditions of this policy will result in *you* not being entitled to any benefit under this policy.

- 2.4 In the event of the theft or loss of the *Mobile Equipment* the item will be blacklisted on the Cell C network and the *Mobile Equipment* can never be used again although the replaced *Mobile Equipment* will continue to have cover under this policy.

3. Changes to policy cover

- 3.1 *Hollard* may change the policy cover at any time by giving *you* 30 day's written notice. *Hollard* will give a written notice of the changes by fax, e-mail or post to *your* last known address.
- 3.2 *Hollard* may increase the monthly premium, subject to 30 day's written notification of the change.
- 3.3 Any changes *you* make will be effective from the time and date mutually agreed to.

4. Claims procedure for stolen, lost or damaged *Mobile Equipment*

If *Mobile Equipment* is stolen, lost or damaged *you* must:

- Within 30 days of the *date of loss*, complete a claim form and fax it to Worldwide Advisory on 086 527 8902 or contact them telephonically on 084 157 0007.
- Notify *your Service Provider* immediately who will blacklist lost or stolen *Mobile Equipment* on the Cell C network. This *Mobile Equipment* can never be used again.
- Notify the police if the *Mobile Equipment* is lost or stolen within 48 hours of the *Mobile Equipment* being blacklisted, and provide the *administrator* with a police case number and an affidavit.
- Advise the *administrator* of any other insurance in force which covers the same loss, in which case *Hollard* will be liable to make good only such portion of the loss not recoverable from any other insurance because of the application of any *excess* or the exhaustion of any limit of liability or the application of any average condition.
- In the case of a claim for damaged *Mobile Equipment*, provide the *administrator* with the *Mobile Equipment* that is the subject of the claim.
- Provide the *administrator* with all information, documents and evidence requested to prove *your* claim.
- Pay the *excess* once requested to do so by Worldwide Advisory.

If the last three points are not adhered to within 90 days from submitting *your* claim, *you* will not be entitled to claim.

5. Excesses payable

5.1 Excess payable for Insurance policies which started within 30 days of a new subscriber agreement:

Original Handset Value	Basic Excess for Theft/Loss claims	Basic Excess for Damage claims	Theft/Loss/Damage which occurs within 60 days of the start of the Insurance policy	A second claim event within 12 months of the previous event
Up to R1 000	R 250	R 150	Additional 50% of the basic excess applicable	Additional 50% of the basic excess applicable
R 1 001 to R 2 500	R 250	R 150		
R 2 501 to R 5 000	10% of original handset value	R 200		
R 5 001 to R7 500	10% of original handset value	R 300		
R 7 501 to R 9 000	15% of original handset value	R 500		
R 9 001 to R 12 000	15% of original handset value	R 650		
R 12 001 to R 15 000	20% of original handset value	R 750		
R 15 001 to R 20 000	20% of original handset value	R 1 250		
R 20 001 to R 25 000	20% of original handset value	R 1 750		

5.2 Additional excesses payable:

If the insurance policy started 30 days after commencement of the subscriber agreement, the following excesses will apply in addition to the above:

Insurance policy start date:	Theft/Loss/Damage
Between 31 days and the end of 6 months since <i>subscriber agreement</i> commenced	Additional excess of R950
Between the start of the 7th month and the end of 12 months since the <i>subscriber agreement</i> commenced	Additional excess of 50% of the original handset value
Between the start of the 13th month and the end of the 24 month since the <i>subscriber agreement</i> commenced	Additional excess of 75% of the original handset value

Note: All amounts are inclusive of VAT.

This *excess* is payable in cash once a claim has been authorised by the *administrator* and will be payable prior to repair or replacement of the *Mobile Equipment*. The *excess* is to be deposited into the *administrator's* bank account:

Worldwide Advisory Services (Pty) Ltd.

Bank: First National Bank Limited

Account no: 6266 9582001

Branch code: 260 950

Type of Account: Current

A copy of the bank deposit or EFT must be provided to the *administrator* as proof of payment.

Please use *your* cellphone number as reference on the cash deposit slip

Section 1.2: Sim card cover

Hollard will only be liable for a *SIM card* claim in conjunction with a *Mobile Equipment* claim. If the *Sim card* is lost or stolen or damaged along with the insured *Mobile Equipment*, *Hollard* will replace the *Sim card* up to a value of R 200.

2. Optional Covers

These cover options are available to *you* at an additional premium selected by *you*. Cover will terminate if the insured gives notice in respect of Section 1 of the policy.

Section 2.1: Unlawful usage cover

The unlawful usage benefit covers any charges debited to *your* account with the *Service Provider* arising from unauthorised usage of *your SIM card* after the *Mobile Equipment* is lost or stolen.

Unlawful usage is covered for a period not exceeding 24 hours from the time the *Mobile Equipment* is lost or stolen to when it is blacklisted.

A maximum amount of R 2 000 (inclusive of VAT) will be paid for unlawful usage.

Section 2.2: *Subscriber agreement* cover

2.2.1 Cession

- It is recorded and agreed to by *you* in the application form that *you* assign and transfer the benefits in terms of this *subscriber agreement* cover policy to the *Service Provider* as collateral security for the *outstanding liability* in terms of the *subscriber agreement*. Accordingly, in the event of a valid claim, *Hollard* will pay the benefit in terms of this *subscriber agreement* cover, excluding any fees, any charges for airtime in excess of the packaged limits and any amounts which are in arrears and which fell due for payment prior to the *claim payable date*, to the *Service Provider*.
- This cession supersedes and cancels any other beneficiary nominated by *you*.

2.2.2 **Subscriber agreement benefits**

You are insured against *death, permanent disability and involuntary retrenchment*.

2.2.2.1 **Death benefit**

The death benefit provides a payment equal to the *outstanding liability* limited to R 7 000 in the event of *you* dying during the period of insurance.

Termination of Death Benefit

The death benefit will cease on the earlier of:

- The date of *your* 65th birthday; or
- The *expiry* of the original *subscriber agreement* term.

2.2.2.2 **Permanent disability benefit**

- The *permanent disability* benefit provides a payment equal to the *outstanding liability* limited to R 7 000 in the event of *you* suffering total and *permanent disability* during the period of insurance.
- The *permanent disability* claim event date, as determined by *Hollard*, is the date on which *you* became totally and permanently disabled on the basis of objective medical or professional evidence.
- This benefit will only apply 7 months after the commencement of the insurance policy.

2.2.2.3 **Termination of permanent disability benefit**

The *permanent disability* benefit will cease on the earlier of:

- The date of *your* 65th birthday or;
- In the event of a valid claim having been paid;
- The *expiry* of the original *subscriber agreement* term.

2.2.2.4 **Involuntary retrenchment benefit**

The *involuntary retrenchment* benefit provides a payment equal to the *outstanding liability* limited to R7 000 in the event of *your involuntary retrenchment* during the period of insurance.

2.2.2.5 **Termination of Involuntary Retrenchment Benefit**

The *involuntary retrenchment* benefit will cease on the earlier of:

- The date of *your* 65th birthday or;
- In the event of a valid claim having been paid;
- The *expiry* of the original *subscriber agreement* term.

2.2.3 **Eligible persons for subscriber agreement cover**

- *Insured persons* are eligible to apply for cover for the benefits described above provided they are **over the age of 18 years and below the maximum entry age** at the commencement of insurance.
- The *insured person* will not be covered if over the **maximum entry age of 64 years** at the commencement of insurance for any such benefits.

2.2.4 **Expiry of subscriber agreement**

Expiry of insurance is the date from which all benefits and premiums in respect of a particular *subscriber agreement* will cease to be payable, and is the earliest of:

- The main *insured person's* death; or

- All *benefits* pertaining to cover for that *subscriber agreement* being cancelled, ceased, expired or lapsed; or
- The non-payment of any premium within 30 days of the premium due date; or
- The payment of a claim, where the claim amount is equal to the *outstanding liability*, or
- The end of the original term of the subscriber agreement;

2.2.5 Specific exclusions to *subscriber agreement* cover

2.2.5.1 Exclusions (all benefits)

Hollard will not be liable to pay any benefit if any claim arises directly or indirectly from or is traceable to:

- self-inflicted injuries or illness, suicide or attempted suicide; or
- *you* engaging in:
 - *terrorist activity*; or
 - labour disturbances, riot, strike or lock-out; or
 - *hazardous sports or activities* that *you* engage in more than once a month or on an income earning basis or;
 - war, invasion, act of foreign enemy, hostilities, rebellion, revolution, insurrection or military or usurped power, or by ionising radiation or contamination by radioactivity from a nuclear fuel or waste or;
- *you* driving any type of vehicle whilst under the influence of alcohol when the *accident* occurred or;
- *You* using drugs, unless it is proved that the drug was used in accordance with proper medical prescription and not for the treatment of a drug addiction or;
- *You* refusing medical treatment recommended by a medical practitioner.

2.2.5.2 Additional exclusion (disability benefit)

For the disability benefits, in addition to the exclusions listed above, *Hollard* will not be liable to pay any disability benefit if *you* were not permanently employed for a period of at least 6 consecutive months before the onset of disability.

2.2.6 Limitation of benefits

- Only one *subscriber agreement* will be covered per application form and *schedule of insurance*.
- If *you* claim and qualify for more than one benefit for the same loss at the same time, only one such benefit for each *subscriber agreement* will be payable, being the benefit of greatest value.
- An *insured person's* cover does not acquire any paid-up value or surrender value.
- All benefit payments are subject to the proof of the validity of any claim.

2.2.7 Claims procedure

- On the happening of an event which may result in a death or disability claim in terms of this policy, *you* or *your* appointed executor must submit the claim to the *administrator*.
- The *administrator* must be notified of the full details in writing of the claim as soon as reasonably possible but within a maximum of 180 days from the date of the event giving rise to the claim.
- All certificates, information and evidence required by *Hollard* must be furnished in the form prescribed and without expense to *Hollard*.
- If *Hollard* requires confirmatory diagnosis or a second opinion on the evidence submitted to *Hollard*, *you* must submit to medical examinations by a medical practitioner appointed by *Hollard*, at *Hollard's* expense, as often as *Hollard* requires in connection with any claim.
- *Hollard* is entitled to access any medical and hospital records in relation to *your* health and to make copies of such records.

- Any receipt or discharge which *you* or *your* estate may give to *Hollard* for any benefit paid under this policy is a final and complete discharge of all liability of *Hollard* for any contingency suffered by *you* as a result of the claim event whether occurring before or after the date of such receipt or discharge.

Section 2.3: Extended Warranty on Goods

2.3.1 Extended Warranty Benefits

If the Manufacturer's Standard Warranty relating to the *Mobile Equipment* purchased by *you* from *your Service Provider* reflecting the IMEI number on the *subscriber agreement* endures for less than 24 months from the original date of purchase, *Hollard* will extend the warranty on the *Mobile Equipment* (including original *Mobile Equipment* software but excluding any battery, battery charger and any accessories) up to 24 months from inception.

2.3.2 Limitation of benefits

Hollard will provide the same warranty that was provided by the manufacturer for the *Mobile Equipment* for the extended period, subject to the following:

- Loss or damage arising from a manufacturing defect.
- The IMEI number on the *Mobile Equipment* must be identical to the number shown on both the original label on the back of the *Mobile Equipment* and the IMEI number on the *subscriber agreement*, to which this undertaking is related.
- *Hollard* will have the sole discretion in deciding whether the *Mobile Equipment* should be repaired or replaced.
- If the *Mobile Equipment* is replaced, it will be replaced with an equivalent or similar product, in the reasonable opinion of *Hollard*.
- *Hollard* may have the *Mobile Equipment* repaired by a repair centre authorised by *Hollard*, which need not be an authorised manufacturer's service or repair centre.
- *Hollard* will not be liable for any costs, expenses, loss or damage incurred in having the *Mobile Equipment* examined or repaired at any repair centre not authorised by *Hollard*.
- If the *Mobile Equipment* is replaced or upgraded, *you* must ensure that all the necessary documents are timeously and accurately completed to obtain the manufacturer's warranty and the extended warranty on the new *Mobile Equipment*.
- *Hollard* will neither assume nor incur any greater liability than that originally provided by the *Mobile Equipment* manufacturer as if the *Mobile Equipment* manufacturer's warranty had endured.
- This extended warranty is not transferable.
- *Your* rights against *Hollard* in regard to anything covered by the extended warranty are limited to the terms and conditions of this warranty.

3. General conditions and exclusions

3.1 General conditions

3.1.1 Consent to disclosure of private information

- It is essential for insurance companies to share claims and underwriting information (as well as credit information) in order to enable the fair assessment and underwriting of risks and to reduce the number of fraudulent claims.
- The *insured person* waives any right to privacy and consents to the disclosure of any insurance information provided by him/her or on his/her behalf for any insurance policy or claim made or lodged by the *insured person* or on his/her behalf and agrees to that information being disclosed to any other insurance company, whether on his/her behalf or on behalf of any person represented herein.

- This consent clause will survive the expiry of the insurance cover for whatever reason including the cancellation or lapsing thereof.
- The information provided may be verified against other sources or databases.

3.1.2 Period of insurance and commencement of insurance

Cover starts on the date that cover is confirmed to *You* by the *Administrator* subject to *you* making at least one successful call to one of the networks. If you apply for insurance cover after the commencement of the subscriber agreement, the insurance cover will still be subject to *you* making at least one successful call on one of the networks, after the date on which *You* applied for insurance cover. *You* may be requested to provide us with proof that the handset was used since the start date of the policy, in the event of a claim. This policy is valid for one calendar month and cover will continue on a month-to-month basis if premium payment is up to date. The policy is automatically renewed every time that *you* pay the premium.

3.1.3 Premiums

- 3.1.3.1 The premium is payable monthly in advance and cover will only be for the period for which premium has been paid. You will be charged a pro rata premium which will be calculated from the time your policy is activated until your Cell C billing order date
- 3.1.3.2 The premium must be paid on the premium due date, agreed to by *you* at inception of the policy.
- 3.1.3.3 *You* are entitled to a period of 30 days grace from the billing date in which to pay *your* premium. The 30 day grace period is not applicable to the first premium. If the premium is not received from *You* within 30 days after the due date, the policy terminates automatically from 24:00 (midnight) on the last day of the month for which premium was actually received.
- 3.1.3.4 Hollard reserves the right to increase premiums by giving 30 days' notice of their intention to do so.

3.1.4 Currency and law

- 3.1.4.1 Premiums and benefits payable under this policy will be paid in the Republic of South Africa and in South African Rands only.
- 3.1.4.1 This policy is governed by and interpreted according to South African Law in the courts of the Republic of South Africa.

3.1.5 Territory covered

- 3.1.5.1 The *insured person* must ordinarily reside in the Republic of South Africa to be covered in terms of this policy. Cover is extended to include a loss occurring during a visit outside the Republic of South Africa lasting less than 3 months.
- 3.1.5.2 An *insured person* who is not a South African citizen or who ordinarily resides outside of the Republic of South Africa will not be covered in terms of this policy.

3.1.6 Criminal activities

- 3.1.6.1 *Hollard* has no liability whatsoever under this policy where any claim arises from or is the result of any intentional contravention of any criminal law, whether legislative or common law (including fraud), by the *Service Provider* or an *insured person*, or by anyone acting on the *Service Providers* behalf or an *insured person's* behalf or with his/her consent, or by any person claiming any benefit under this policy.
- 3.1.6.2 In the event of such a claim, all benefits afforded in terms of this policy and all premiums paid in respect of this policy are forfeited, and this policy may be declared void or cancelled as from the date of the criminal offence, at *Hollard's* discretion.

3.1.7 Misrepresentation, misdescription or non-disclosure

- 3.1.7.1 Misrepresentation, misdescription or non-disclosure of any material fact or circumstances in connection with this policy, a claim or the application for this policy may result in the policy being cancelled, a claim rejected or the policy being declared void from inception and all premiums being forfeited.
- 3.1.7.2 If a benefit has been paid despite misrepresentation, non-disclosure, misdescription or fraudulent action by *you*, the *Service Provider*, an *insured person* or by any person claiming any benefit under

this policy, that person will be required to repay or return the benefit paid. *Hollard* is entitled to take legal action to recover the benefit and any costs involved.

3.1.8 *Hollard's* rights

On the happening of an insured event *Hollard* or its nominee may, without incurring any liability or in any way diminishing its rights:

- take or keep possession of any damaged *Mobile Equipment* and deal with it in any reasonable manner, provided that this condition does not grant *you* the right to abandon any property to *Hollard*, whether already in its possession or not;
- take legal action in *your* name in respect of any recovery of or contribution to a claim.

3.1.9 Other insurance/dual insurance

If at the time of any event giving rise to a claim under this policy any insurance exists with any other insurer covering *you* against the insured events, *Hollard* will be liable to make good only such portion of the loss not recoverable from any other insurance because of the application of any *excess* or the exhaustion of any limit of liability or the application of any average condition. This policy will not otherwise be called into contribution with any other policy or policies covering *you* against the insured events.

3.1.10 No rights to other persons

Unless this policy provides otherwise, this policy does not give any rights to any person other than *you*. Any extension providing indemnity to any person other than *you* will not give any rights of claim to such person and *you* must claim on behalf of such person.

3.1.11 Upgrade or change in *Mobile Equipment* or phone number

It is *your* duty and *your* sole responsibility to notify the *administrator* in writing in the event of *you* changing or upgrading the *Mobile Equipment* and/or changing *your* Cell C cell number insured by this policy and *you* must increase *your* insured value if necessary.

3.1.12 Cancellation

3.1.12.1 You may cancel this policy at any time, by calling the C Surance call centre.

3.1.12.2 *Hollard* has the right to cancel *your* policy by giving *you* 30 day's written notice.

3.1.13 Policy review period

3.1.13.1 Where no claim has been instituted in terms of this policy or where no right has accrued to *you* to institute a claim or receive any benefit in terms of the policy, *you* may, within 30 days of inception of the policy, cancel the policy by contacting Worldwide Advisory Administrators telephonically and informing them of the cancellation or notifying *Hollard* in writing of the cancellation of the policy.

3.1.13.2 All amounts paid during this 30-day review period will be refunded by *Hollard*, subject to the deduction of the cost of any cover actually enjoyed.

3.1.14 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 is occasioned by *your* wilful act or with *your* connivance, all benefits under this policy in respect of that claim will be *forfeited* including the forfeiture of all premiums that have been paid.

3.1.15 Dispute resolution and time bar

Hollard may decline liability or reject a claim or void *your* policy. *You* may dispute this decision by *Hollard* or the claim amount. In the event of such dispute, representation must be made to *Hollard* within 90 days of your receipt of the letter of rejection or voidance and we will advise *you* of our final decision.

Your representation must be made in writing to:
Hollard Broker Markets
PO Box 87419
Houghton
Johannesburg
2041
Tel: +27 (11) 351 2504
Facsimile: +27 (11) 351 1328
E-mail: HBMcomplaints@hollard.co.za

Alternatively, you may contact:

The Ombudsman for Short Term Insurance
PO Box 32334
Braamfontein
2017
Tel: 011 726 8900
Facsimile: 011 726 5501

Or, in respect of Subscriber Agreement Cover:

The Ombudsman for Long Term Insurance
Private Bag X45,
Claremont,
Cape Town,
7735
Tel: 0860 103 236
Facsimile: 021 674 0951

If your dispute is not satisfactorily resolved in this manner, you may institute legal action against *Hollard* for enforcement of the claim by the service of summons against *Hollard*. Summons must be served against *Hollard* within 180 days of the expiry of the abovementioned 90-day period, or else you will forfeit your claim and *Hollard* will have no liability for that claim.

3.2 General exclusions

This policy does not cover any loss, damage, liability, death, disability or retrenchment, directly or indirectly caused by, related to or in consequence of:

- Civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the aforesaid.
- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.
- Insurrection, rebellion or revolution.
- Any act (whether on behalf of any organization, body, or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribunal authority with force or by means of fear, terrorism or violence.
- Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial, local or tribunal authority or for the purpose of inspiring fear in the public or any section thereof.
- There shall be no cover for theft by false pretenses which means you hand over the phone voluntarily to anyone who subsequently steals it.

Definitions

Accidental

Means caused by a sudden, fortuitous and uncertain event which is caused solely and directly by violent, external, physical and/or visible means independently of any other cause.

Binder Holder

Worldwide Advisory Administrators (Pty) Ltd, are the administrators of this scheme duly appointed by Hollard and have professional indemnity insurance and fidelity guarantee cover.

Claim payable date

Means the date on which a valid claim becomes payable.

Date of loss

Means the date on which the insured event occurs, which must fall within the period of insurance.

Hollard

Means *Hollard* Insurance Company Limited, which is a registered insurance company for the purposes of the Short-term Insurance Act 1998 and a licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act 2002.

Excess/Excesses

The amount/s to be borne by *you* in respect of each and every *Mobile Equipment* claim.

Hazardous sports / activities

Hazardous Sports / Activities include but are not limited to participation in the following sports on an income-earning basis or participating in the following sports more than once a month: aviation sports, paragliding, underwater diving necessitating the use of an artificial breathing apparatus, hang-gliding, hunting, spear-fishing, rock-climbing or mountaineering necessitating the use of ropes and/or guides, micro-lighting, motor boat racing, motor racing, motor-cycle racing, sky diving/parachuting, target shooting, acrobatic flying, parasailing, go-carting, drag-racing, rally driving, bungee jumping, winter sports involving snow or ice, and any racing other than on foot

Insured person

Insured person means the person or entity who has been accepted as the main *insured person* or a second *insured person* in terms of this policy. No person will be covered unless listed in the *schedule of insurance* as an *insured person*.

Involuntary retrenchment

Involuntary retrenchment means *your involuntary retrenchment* from fulltime employment as a result of *your* employer reducing the number of staff due to adverse business conditions, operational reasons, introduction of new technology or restructuring of its business not caused by any breach of contract or fault on *your* part.

Mobile Equipment

Means the network issued *Mobile Equipment* (cellphone, dongle and/or any equipment that has the capability of either a place to install a simcard and/or have the ability to attach to outside equipment that could carry a simcard) which bears the IMEI number as reflected on the *schedule of insurance*, excluding any accessories and additional batteries.

Outstanding liability

Means the outstanding *subscriber agreement amount* due by an *insured person* in terms of the *subscriber agreement* as at the *claim payable date*, including arrears and interest on arrears due on the *claim payable date*.

Reckless Behaviour

Reckless Behaviour is a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave harm to the Mobile Equipment. It is conduct that is extreme when compared with ordinary Negligence, which is a mere failure to exercise reasonable care.

Schedule of insurance

Means the schedule which reflects information including *your* details, the period of insurance, the premium, details of the *Mobile Equipment* and the insured value.

SIM card

Means the subscriber identity module bearing an MSISDN (mobile station international subscriber directory number) allocated to each subscriber.

Service Provider

Means the seller of *subscriber agreements* on behalf of Cell C who has concluded the *subscriber agreement* with *you*.

Subscriber agreement

Means the agreement entered into between *you* and the *Service Provider* which allows *you* access to the cellular network at a fixed monthly access fee.

Subscriber agreement amount

Means the monthly subscription amount due in terms of the *subscriber agreement*, excluding any other fees, any charges for airtime in excess of the packaged limits and any amounts which are in arrears and which fell due for payment prior to the *claim payable date*.

Terrorist activity

Terrorist Activity means an act involving the use of violence and/or intimidation, or the threat or the preparation thereof, which appears to be intended to disrupt, coerce or influence a government or the public or a section of the public, and any *terrorist activity* defined in Section 1 of the Protection of Constitutional Democracy Against Terrorist and Related Activities Act, 2004.

Permanent disability

Means medically certified total *permanent disability* as a result of illness, injury or disease and which cannot be cured or treated, and which prevents the *insured person* from earning an income by following his/her own occupation, or any other occupation for which he/she is suited by training, education and experience. An *insured person* is also deemed to have suffered *permanent disability* upon the loss or loss of use of both hands, both feet (or one of each) or both eyes. If the *insured person* was not permanently employed for a period of at least six consecutive months before the onset of disability, *permanent disability* means only the loss or loss of use of both hands, both feet (or one of each) or both eyes.

You, your or insured person

Means the person taking out this policy accepted by *Hollard*.

Important Information

This section does not form part of the policy and is provided for information purposes only.

Claims procedure

Step 1

Notify *Your Service Provider* to blacklist the lost/stolen *Mobile Equipment* on their network.

Step 2

Notify the police of the event once the *Mobile Equipment* has been blacklisted.

Step 3

In the event of a claim, contact the *administrator* during office hours to obtain a claim form. The claimant will be advised of additional documentation that is required for the claim to be processed. Complete the claim form and fax or e-mail the claim form and any supporting documentation to the *administrator*. Provide the *administrator* with a police case number for lost/stolen *Mobile Equipment*.

Step 4

In the case of claims for damaged insured property, the *administrator* will arrange collection of the *Mobile Equipment* that is the subject of the claim.

Hollard will inspect all documents relating to the policy and will communicate with the claimant regarding any problems with the documentation.

Contact details

For all claims and administration matters, please contact:

Worldwide Advisory Services (Pty) Ltd
P O Box 651250
Benmore
Gauteng
2010

Telephone: 084 157 0007
Facsimile: 086 527 8902
Email: Csurance@wwas.co.za

Operating Hours:
Monday to Friday – 08h00 to 17h00
Saturdays – 09h00 to 14h00

Hollard has appointed Worldwide Advisory to handle claims and policy administration. Worldwide Advisory FSP reference number is 12 964. Worldwide Advisory has professional indemnity insurance cover in force.

About the Financial Services Provider

Hollard is a Financial Services Provider (FSP 17 698)

If you have any queries about the service or this product, please contact:

Hollard Insurance Company Limited
Telephone: + 27 (11) 351 1000
Facsimile: + 27 (11) 836 0752/351 8060

Complaints procedure

If *you* have a complaint about this policy:

Step 1

First try and resolve it with the *administrator* at Liese@wwas.co.za.

Step 2

If the matter cannot be resolved, *you* can submit a complaint in writing to complaints@hbm.co.za (Let us hear from *you*).

Step 3

If the matter is not resolved to *your* satisfaction by *Worldwide Advisory* or *Hollard*, *you* may submit the complaint to the Ombudsman, as detailed in General condition 3.1.15.

Matters of importance

All material facts must be accurately, fully and properly disclosed. All information provided by *you* or on *your* behalf is *your* own responsibility. *You* need to be satisfied with the truth and accuracy of any information or transaction submitted by anyone on *your* behalf.

If *you* feel that the policy or the manner in which the policy was sold does not meet legal requirements, or if *you* are not happy about the assistance received in-store/telephonically, please write to The Compliance Officer, *Hollard* Insurance Company Limited. P.O. Box 87 419, Houghton, 2041