



Cell C is a Juristic Representative of Worldwide
Advisory Services (Pty) Ltd, an authorised
Financial Services Provider

CELL C EXCESS ASSIST POLICY WORDING

**underwritten by
The Hollard Insurance Company Limited**

Hollard.

Underwritten by The Hollard Insurance Company Ltd
Hollard is a licensed Financial Services Provider

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Introduction

This is *your* policy wording for the **Cell C Excess Assist** Insurance. Words in *italics* are defined in the Definitions.

In exchange for your payment of the insurance premium, *Hollard* agrees to indemnify *you* against a portion of an excess payable by *you* on *your* home contents, geyser, vehicle or windscreen insurance, during the period of this insurance, subject to the terms, conditions and exclusions contained in this policy wording.

This policy wording tells *you* how the policy works. The name of the insurance company is The Hollard Insurance Company Limited (*Hollard*). *Hollard* is a registered insurance company and a licensed financial services provider. Worldwide Advisory Services (Pty) Ltd has been appointed by *Hollard* as the *Binder Holder* to administer the policy and settle your claims on *Hollard's* behalf. *Cell C* makes this policy available to you on a non-advice basis.

This policy wording as amended from time to time, the *schedule of insurance*, application form, declarations, authorisations and any voice-logged conversations, 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 will apply.

1. Cell C Excess Assist Cover

Section 1.1: Excess Assist Cover

1.1.1 Your Excess Assist Benefit

Insured event:

This policy covers *you* for the excess *you* have to pay to the *Underlying Insurer* on the acceptance of a claim for *your* vehicle, home contents, windscreen or geyser, up to a maximum of the cover option limit that *you* chose.

Conditions for cover:

- *You* must be a resident of South Africa.
- *Your* premiums must be paid in full before Hollard will consider a claim.
- *You* must provide proof that the *Underlying Insurer* has accepted and settled *your* claim under the *Underlying Insurance Policy*.
- *You* must provide proof of the excess amount payable by *you* to the *Underlying Insurer*.
- *You* must comply with the terms and conditions of this policy.

1.1.2 Excess Assist Benefit limits

1. Dependent on the cover option *you* chose as shown on your schedule of insurance, *Hollard* will cover *your* excess up to the limit as set out in the following table:

Cover Option	Limit
Vehicle <ul style="list-style-type: none">• Excess Assist 2 000• Excess Assist 5 000• Excess Assist 10 000	Up to R 2 000 Up to R 5 000 Up to R 10 000
Home Contents <ul style="list-style-type: none">• Excess Assist 2 000• Excess Assist 5 000• Excess Assist 10 000	Up to R 2 000 Up to R 5 000 Up to R 10 000
Windscreen <ul style="list-style-type: none">• Excess Assist 1 000• Excess Assist 2 000	Up to R 1 000 Up to R 2 000
Geyser <ul style="list-style-type: none">• Excess Assist 1 000• Excess Assist 2 000	Up to R 1 000 Up to R 2 000
Vehicle, Home Contents, Windscreen and Geyser combination <ul style="list-style-type: none">• Excess Busta 2 000	Up to R 2 000 per product type

2. *Hollard* will provide cover for a maximum of two claims within any 12-month period.

1.1.3 Exclusions – what is not covered

Hollard does not cover claims for any of the following:

1. Any additional or penalty excesses. Only the basic excess is covered.
2. The excess for loss or damage to vehicle sound equipment
3. The excess for loss of keys relating to vehicles or home contents.
4. Claims during the first 30 calendar days after your cover start date.
5. Claims where the *Underlying Insurer* rejects your claim for any reason.

1.1.4 Claiming under this policy

1. How to claim

- You must, within 30 calendar days that may result in a claim, complete a claim form (which is available from *Worldwide Advisory Services* as stated in *your schedule of insurance* or the Cell C website at www.cellc.co.za), and e-mail it to claims@excessassist.co.za or fax it to *Worldwide Advisory Services* on 086 527 8902, or contact them telephonically on 084 157 0007 option 3.
- You must provide proof that the *Underlying Insurer* has accepted and settled *your* claim under the *Underlying Insurance Policy*.
- You must provide proof of the excess amount payable by *you* to the *Underlying Insurer*.
- *Hollard* may contact the *Underlying Insurer* to confirm the amount of *your* excess.
- *Hollard* will cover *your* excess for a maximum of two claims within any 12-month period.
- *Hollard* may reject any claims not reported within the 30 days notification period.

2. If you have other insurance

You must tell *Worldwide Advisory Services* of any other insurance *you* may have that also covers *your* excess. If *you* have more than one policy in place that covers *your* excess, the full amount of the claim will be split between the different policies. The cover *you* have under each policy will determine how we split the claim amount. *You* may not claim under *your* other policy for any amount that we have paid *you* under this policy.

3. If the *Underlying Insurer* pays back your excess

If *Hollard* pays a claim under this policy, and the *Underlying Insurer* pays back *your* excess under the *Underlying Insurance Policy* after:

- a successful recovery from the person responsible for the vehicle accident; or
- *your* stolen or hijacked vehicle is recovered undamaged;

Then *you* must tell *Worldwide Advisory Services* immediately and pay back the amount of the claim paid under this policy.

4. If *you* do not agree with the claims decision

a) Complain to Hollard

If *Hollard* does not accept a claim or if *you* don't agree with the amount of the claim, *you* may ask only *Hollard* to review the decision within 90 days of the date that *you* received the notice.

b) Complain to the Ombudsman

You may also send *your* complaint to the Ombudsman for Short-term Insurance at any time. Please contact the Ombudsman on the details provided at the end of this policy wording.

c) Take legal action

You may take legal action against *Hollard* within 270 days of the date that *you* received the notice. To take legal action, summons must be served on *Hollard*. If this is not done in time, *you* will lose *your* right to claim and *Hollard* will no longer be responsible for that claim.

You may also choose to take legal action against *Hollard* without first asking them to review the claim decision or contacting the Ombudsman for Short-term Insurance. If *you* take legal action against *Hollard* before contacting the Ombudsman, you can only approach the Ombudsman for assistance after you have withdrawn the summons against *Hollard*.

5. Prescription period

Your claim will prescribe after 12 months from the date of the loss under the underlying unless:

- You have referred your claim to the Ombudsman for Short-term Insurance; or
- You have started legal action against *Hollard*.

When *your* claim prescribes, it means that you have lost *your* right to claim and *Hollard* will no longer be legally responsible to pay the claim.

2. General conditions

1.1 General conditions

2.1.1 You must be honest

All dealings about this policy must be done honestly and in good faith. If You are involved in fraudulent behaviour, we will cancel your policy from the date of the fraud. You will lose Your right to claim and we will not pay back any premiums we have received. We may also take legal steps to recover any expenses from *You*. Examples of fraudulent behaviour are giving us false information or documentation about a claim or exaggerating the amount of a claim.

2.1.2 Your Privacy

In order to provide *You* with insurance, we have to process your personal information. We will share *Your* personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We will treat *Your* personal information with caution and have put reasonable security measures in place to protect it.

2.1.3 Period of insurance and commencement of insurance

Cover starts on the cover start date set out on the *schedule of insurance*. This policy is valid for one calendar month and cover will continue on a month-to-month basis as long as premiums are paid. The policy is automatically renewed every time that you pay the premium.

2.1.4 When your cover ends

Your cover under this policy will end if:

- You cancel this policy, by calling the Cell C Excess Assist call centre on 084 157 0007 or email info@excessassist.co.za
- *Hollard* cancels your policy by giving you 30 days' written notice.
- Payment of any premium is not received within the 30 days' period of grace.

2.1.5 Changes to policy cover

Hollard may increase the monthly premium and/or change the cover provided under this policy at any time by giving 30 days written notice to *you*.

2.1.6 Premiums

Hollard has authorised *Cell C* to collect premiums from you on *Hollard's* behalf. *Cell C* collects the premium from you as part of your monthly *Cell C* account payment via one debit order.

- *Cell C* pays the monthly premium to *Hollard*, before they collect it from you as part of your monthly *Cell C* account payment via debit order.
- *Cell C* will add a pro-rata premium to your *Cell C* account to cover you from the cover start date until your first *Cell C* account debit order date. After this each month's premium will cover your from your *Cell C* debit order date to the next debit order date.
- If *your* first *Cell C* account debit order fails, this policy will not start and you will not be covered. *Hollard* will pay any premium they have already received from *Cell C* back to them.

- If any subsequent *Cell C* account debit order fails, it means that you owe *Cell C* the amount of the premium that they have already paid to *Hollard* on your behalf.
- You will have 30 days to pay that premium to *Cell C*. *Cell C* will attempt to debit your bank account for your outstanding cell phone account in this 30 day period and if that collection is successful your policy will continue.
- If the outstanding amount is not received by *Cell C* in this 30 day period, this policy ends automatically at midnight on the last day of the month for which premium was received by *Hollard*.
- Cover will only be in place for the period for which your full *Cell C* debit order has been paid.
- If you have a claim during the 30 days, you must first pay all the outstanding premiums, and therefore your outstanding cell phone account to *Cell C*, before *Hollard* will consider your claim.

2.1.7 Currency and law

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

2.1.8 *Hollard's liability*

Hollard's liability in terms of this policy is conditional on you, or anyone acting on your behalf, keeping to all the terms and conditions of this policy. All claim payments are subject to the *Underlying Insurer's* acceptance of a claim under the *Underlying Insurance Policy*.

2.1.9 No rights to other persons

This policy does not give any rights to any person other than *you*.

2.1.10 Cooling off period

If no insured event has happened during the first 30 days after *Your* cover start date, *You* may cancel *Your* cover with effect from the cover start date. *You* must tell us within 30 days from the cover start date and we will pay back all the premiums you have paid for the cancelled cover.

Definitions

The following terms shall have the meaning assigned to them below:

Excess

Means the basic excess amount that *you* have to pay to the underlying insurer, or that was deducted by the *underlying insurer* as per *your* underlying insurance policy.

Cell C

Means *Cell C* the cell phone coverage provider where you have a subscriber agreement. This policy was sold to *you* by *Cell C* and the premium towards this policy is collected from you by *Cell C* as part of your cell phone account every month. *Cell C* is a juristic representative of Worldwide Advisory Services (Pty) Ltd (Worldwide Advisory Services).

Hollard

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

Schedule of Insurance

Means the schedule which reflects information including details of the policyholder, the period of insurance, the premium, details of cover and the insured value.

Underlying Insurer

Means the Insurance Company with whom *you* have home contents, buildings (including geyser) or vehicle insurance.

Underlying Insurance Policy

Means *Your* home contents, building or vehicle insurance policy with the *Underlying Insurer*.

Worldwide Advisory Services

Means Worldwide Advisory Services is an authorized Financial Services Provider and has Professional Indemnity Insurance and Fidelity Guarantee cover. Worldwide Advisory Services is appointed by *Hollard* to administer your policy on Hollard's behalf.

You or your

Means the policyholder named in the *schedule of insurance*, who is the owner of this policy.

Important Information

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

1. About Cell C – how this policy was marketed to you

Hollard appointed Worldwide Advisory Services (Pty) Ltd (Worldwide Advisory) to market and sell this policy in terms of a written intermediary agreement. Worldwide Advisory is an authorised Financial Services Provider and has Professional Indemnity insurance and Fidelity Guarantee insurance cover in place.

Cell C is a juristic representative of Worldwide Advisory and has been authorised by Worldwide Advisory to perform the following functions:

- Cell C may not provide advice and may offer this policy on a factual basis only.
- Cell C may collect your premium on behalf of Hollard, as part of your monthly cell phone bill.

Hollard pays Worldwide Advisory an intermediary fee of 20% for these intermediary functions.

Worldwide Advisory is ultimately responsible for the actions of Cell C as their juristic representative. If you have any queries about how this policy was sold to you, please contact Worldwide Advisory on the details below.

2. About Worldwide Advisory Services (Pty) Ltd – how this policy is administered

Hollard also appointed Worldwide Advisory Services (Pty) Ltd (Worldwide Advisory Services) to perform certain binder functions on our behalf in terms of a written agreement between Hollard and Worldwide Advisory. The binder functions are:

2.1 Entering into, varying and renewing policies

2.2 Settling claims

2.3 Determining the wording of policy

2.4 Determining the value of policy benefits

2.5 Determining premiums

Hollard pays Worldwide Advisory a binder fee of 9% for performing the abovementioned functions. This fee does not increase the premium payable by you. Worldwide Advisory is an authorised Financial Services Provider. Worldwide Advisory has Professional Indemnity insurance and Fidelity Guarantee insurance cover in place.

Worldwide Advisory will assist you with any queries on this policy. Please contact them on:

Worldwide Advisory Services (Pty) Ltd

PO Box 651250, Benmore, Gauteng, 2010

Telephone: 084 157 0007

Facsimile: 086 527 8902

Email: info@excessassist.co.za

Operating Hours:

Monday to Friday: 08h00 to 17h00

Saturdays: 09h00 to 14h00

3. About Hollard – the insurer of this policy

The insurer is - The Hollard Insurance Company Limited (Registration number 1952/003004/06). Hollard is a registered insurer and authorised Financial Services Provider. Hollard is a public unlisted company and has Professional Indemnity insurance and Fidelity Guarantee insurance in place. Hollard receives your premium and is responsible for claims.

You may contact Hollard on the below contact details:

Postal address:

PO Box 87419

Houghton

2041

Physical address

Hollard Villa Arcadia

22 Oxford Road

Parktown

2193

Hollard Head Office

Tel: 011 351 5000

Fax: 011 351 5001

Web: www.hollard.co.za

Compliance department: compliance@hollard.co.za

Complaints details

Tel: 011 351 2200

Email: hollardinsurecomplaints@hollard.co.za

4. Complaints procedure

We hope that you never have reason to complain, but if you do we will do our best to work with you to resolve it through the following process.

Complain to Worldwide Advisory Services - General policy complaints

Please contact Worldwide Advisory Services (Pty) Ltd on the contact details below with complaints about policy documentation, premiums or the service received from Cell C or Worldwide.

Email: info@excessassist.co.za

Tel: 084 157 0007

Fax: 086 527 8902

Complain to Hollard – Unresolved complaints

If your concerns are not resolved to your satisfaction by calling Worldwide Advisory Services (Pty) Ltd or Cell C, you can escalate the complaint by contacting Hollard on the following contact details:

Tel: 011 351 2200

Complaints: hollardinsurecomplaints@hollard.co.za

Complain to the Ombudsman for Short-term Insurance

In the unlikely event that your complaint about **the policy, premiums or claims** is not resolved to your satisfaction by Worldwide Advisory Services (Pty) Ltd or Hollard, you may contact the Ombudsman for Short-term Insurance.

The Ombudsman for Short-term Insurance

PO Box 32334

Braamfontein
2017

Tel: 011 726 8900
Fax: 011 726 5501
Email: info@osti.co.za
Web: www.osti.co.za

Complain to the FAIS Ombudsman

If you have a **complaint about how this policy was sold to you** and your complaint is not resolved to your satisfaction by Worldwide Advisory Services (Pty) Ltd, you may contact the FAIS Ombudsman. You must do so within six months after receipt of the final response to your complaint from Worldwide Advisory Services (Pty) Ltd.

Postal address:

PO Box 74571
Lynnwood Ridge
0040

Physical address

Kasteel Park Office Park
Orange Building, 2nd Floor
c/o Nossob & Jochemus Street
Erasmus Kloof,
Pretoria, 0048

Tel: 012 470 9080 / 012 762 5000
Fax: 011 726 5501
Email: info@faisombud.co.za
Web: www.faisombud.co.za

Decisions about claims

Complain to Hollard

If Hollard does not accept a claim or if you don't agree with the amount of the claim, you may ask only Hollard to review the decision within 90 days of the date that you received the notice.

Complain to the Ombudsman

You may also send your complaint to the Ombudsman for Short-term Insurance at any time. Please contact the Ombudsman on the details above.

Take legal action

You may take legal action against Hollard within 270 days of the date that you received the notice. To take legal action, summons must be served on Hollard. If this is not done in time, you will lose your right to claim and Hollard will no longer be responsible for that claim.

You may also choose to take legal action against Hollard without first asking them to review the claim decision or contacting the Ombudsman for Short-term Insurance. If you take legal action against Hollard before contacting the Ombudsman, you can only approach the Ombudsman for assistance after you have withdrawn the summons against Hollard.

5. Combat insurance fraud

Fraud affects the insurance industry as a whole. It increases claims costs, which in turn increases premiums. Hollard is committed to prevent fraud and we have our own internal Anti-Fraud policy. Please report any suspicious or unethical activity anonymously on 0801 516 170 (toll free) or via email at Hollard@tip-offs.com.

6. About your policy

This is a Short-term Insurance Personal Lines policy. Please refer to your policy wording and schedule of insurance for the following information:

- 6.1 the complete nature and extent of cover;

- 6.2 your premium payment responsibilities, manner and frequency thereof, and the consequences of non-payment of premium;
- 6.3 remuneration, commission, fees and incentives paid to other parties;
- 6.4 special conditions, exclusions, excesses or restrictions; and how to cancel your policy.