



EQUIPMENT INSURANCE POLICY

In consideration the payment of the premium the Insurer agrees to indemnify or compensate the Subscriber by payment or at the option of the Insurer by replacement, reinstatement or repair in respect of the Insured Events occurring during the period of insurance and as otherwise provided for in terms of this Policy up to the sums insured, limits of indemnity, compensation and other amounts specified.

DEFINITIONS

The following terms shall have the following meaning when used in this policy.

1. **The Insurer** shall mean Guardrisk Insurance Company Limited
2. **The Administrator** shall mean **MTN Service Provider (Pty) Limited Reg. No 1993/002648/07 216, 14th Avenue, Fairland 2195 , appointed and mandated to act on behalf of the Insurer in respect of all claims and policy administration.**
3. **The Subscriber (hereinafter referred to as You/ Your /Yourself)** shall mean the Subscriber and Policy Holder as stated in the Application
4. **The Equipment** shall mean the Handset and SIM Card (if selected on the Application) described on the Application
- a) **The Handset**
The digital cellular telephone, as described in the application or any other cellular telephone as agreed to by the Insurer in writing and which is used together with the SIM Card as defined.
- b) **The Sim Card**
The SIM Card issued in terms of a current Subscriber Contract between You and the Company and linked to the specific MSISDN as stated in the Application and shall exclude any pre paid SIM Cards or any SIM Cards of any other Network
5. **Approved Repairer** – shall mean a repairer nominated and authorized by the Administrator on behalf of the Insurer.
6. **Period of Insurance** shall mean each billing month for which an insurance premium has been paid by or on your behalf to the Insurer.
7. **Territorial Limits** - Republic of South Africa, Swaziland and Lesotho provided that cover is extended worldwide for a maximum of 90 days in any one calendar year where the Equipment is operable outside the Territorial Limits or any longer period of time agreed to in writing by the Insurer.
8. **Annual Period** – shall mean a consecutive 12 month period from the inception, annual renewal or in the case of a cancelled policy the reinstatement date.

INSURED EVENT

Loss or damage to the Equipment by any cause not hereinafter excluded occurring during the period of insurance within the Territorial Limits.

PROVISIONS

- 1) **FIRST AMOUNT PAYABLE**
The amount payable by you in respect of lost or stolen handset claim in terms of this policy. This excess structure will apply separately for each Annual Period.
 - a) **The first R350 (three hundred and fifty Rand) in respect of the first claim in any one Annual Period**
The first R750 (Seven Hundred and Fifty Rand) in respect of the second claim in any one Annual Period
The first R1000 (One Thousand Rand) in respect of the third claim in any one Annual Period
 - b) **An additional excess of R300 will be payable by You in respect of any claim occurring within 60 days of the inception date.**
The amount payable by you in respect of damaged handset claim in terms of this policy. This excess structure will apply separately for each Annual Period.
 - c) **The first R150 (one hundred and fifty Rand) in respect of the first claim in any one Annual Period**
The first R300 (three Hundred Rand) in respect of the second claim in any one Annual Period
The first R350 (three hundred and fifty Rand) in respect of the third claim in any one Annual Period
 - d) **An additional excess of R300 will be payable by You in respect of any claim occurring within 60 days of the inception date.**

- 2) **INTERPRETATION**
The schedule and any endorsement thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.
- 3) **LIMIT OF INDEMNITY**
In the event of loss or damage of the Equipment the maximum amount payable by the Insurer shall be limited to the maximum amount stated on the Application.
- 4) The handset shall not be used in conjunction with any other MSISDN without express authorisation of the Administrators and an update of the policy conditions.
- 5) If Your account is in arrears Your claim will not be processed until all outstanding amounts have been settled
- 6) You are solely responsible to ensure that the Administrator is informed of any change to the Equipment listed
- 7) If replacement is necessary following loss or damage as insured in respect of this policy the Insurer will replace the Equipment with Equipment of similar specification, value and availability at the time of indemnification

CONDITIONS

1. You must take all reasonable precautions to safeguard the Equipment including but not limited to ensuring that:
 - 1.1 The handset is safeguarded whilst being charged
 - 1.2 The handset is not left exposed in a public place, place of recreation, office, mall or social occasion where it is vulnerable for easy removal or damage
 - 1.3 The handset is safeguarded and locked away when not in use.



2. **MISREPRESENTATION, MISDESCRIPTION AND NON DISCLOSURE**

This policy shall be voidable if;

- 2.1 There is misrepresentation, misdescription or non-disclosure of any material particular to the policy;
- 2.2 There is alteration after the commencement of this insurance;
- 2.2.1 Whereby Your interest ceases except by operation of law unless such alteration has been agreed to by the Insurer.
- 2.2.2 The risk of accident or misfortune, loss or damage is increased unless such alteration has been agreed to by the Insurer.
- 2.2.3 You breach any warranty or condition.

3. **NO CESSION**

You shall not be entitled, in any circumstances, without the written consent of the Insurer having been first had and obtained, to cede, assign, make over or in any way dispose of any of Your rights against the Insurer arising out of, or in respect of, this insurance policy, which rights shall at all times be personal to You, whether now or in the future.

4. **ARBITRATION**

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference may be referred to arbitration in accordance with the statutory provisions in force at the time. Where any difference is by this Condition referred to arbitration the making of an award shall be a condition precedent to any rights of action against the Insurers or You.

5. **V.A.T.**

All limits reflected within the policy are agreed to be V.A.T. inclusive unless otherwise stated

6. Adjustments, other than day-to-day tuning or repairs to the Equipment shall be carried out by an Authorised Repairer.

7. The Insurer shall take full advantage of any manufacturer's guarantee or warranty given on the Equipment and its component parts.

8. All cellular phones listed as stolen shall be blacklisted on the GSM Network

9. If at the time of any claim there shall be any other insurance covering the same Equipment, the Insurer shall not be liable to pay or contribute more than their ratable proportion of indemnity.

10. The insurance provided in terms of this policy is personal to You and is not assignable except with the written consent of the Insurer.

11. You and the Insurer are entitled to cancel this insurance by giving 30 days written notice to the other, by registered post, successfully received facsimile, or delivered email (delivery notification required in any dispute). Any notice shall be deemed to have been served seven days after it was posted.

12. The premium is payable on or before the installment date and if it is not received by the Insurer on the installment date this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period. The Insurer shall not be obliged to accept premium tendered to it after the inception date provided that premiums due with effect from the second month of the currency of this policy will be accepted if paid within 15 days of the installment date.

13. **Claims**

You must submit a completed claim form to the Administrator within a period of 30 days from the date of the incident. If the claim form is not submitted within this period all benefits under this insurance will be forfeited.

HOW TO CLAIM

Please comply with all the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures could invalidate the claim.

13.1 **In the event of damage to or breakdown of the Equipment:**

13.1.1 Immediately notify the **Administrator on telephone number 808** and obtain details to the nearest Technical Repairs Centre

13.1.2 The Administrator shall issue You with a claim form for completion; Once this has been completed fax the completed claim form and any additional documentation that may be required to the Administrator to the fax number provided on the claim form,

13.1.3 The Repairer will ascertain the nature of the fault and will notify the Administrator.

13.1.4 Once the Repairer has ascertained the nature of the fault, the Administrator will assess the claim and authorize any repair or replacement if applicable.

13.2 **In the event of Theft or Loss:**

13.2.1 Immediately notify the **Administrator on telephone number 808** who will temporarily deactivate the airtime connection to avoid unlawful calls.

13.2.2 Report the theft to the South African Police within 24 hours and obtain an incident report number.

13.2.3 The Administrator will issue a claim form for your completion fax the completed claim form and any additional documentation that may be required to the Administrator to the fax number provided on the claim form.

13.3 Once the completed claim form and any requested documentation has been received, the Administrator will assess the claim and authorize any payment or replacement if applicable.

13.4 **Prescription Period**

In the event of a claim being repudiated or rejected You have **180 (one hundred and eighty) days** after such repudiation or rejection to make representation to the Insurer in respect of this repudiation or rejection. If the dispute has not been resolved and You have not commenced legal action within one calendar month after this period; all benefit afforded under this policy shall be forfeited.

13.5 If any claim made under this policy is fraudulent in any respect and furthermore if any fraudulent means or device is used by You or any person acting on Your behalf to obtain any benefit under this insurance; all benefit hereunder shall be forfeited.

13.6 The Insurer shall be entitled, after settling your claim, if they so desire, to prosecute in Your name for their own benefit any claim for indemnity and shall have full discretion over all proceedings. You shall give all necessary information and assistance as the Administrator and Insurers may require.

13.7 The Administrators on behalf of the Insurer shall have sole authority in the conduct of all claims and You shall not make any admissions of liability in respect of any claim for which the Insurer may be liable under this Insurance except with the prior consent of the Administrators.



14. The observance and fulfillment of the conditions herein by You insofar as they relate to anything to be done or observed by You shall be a condition precedent to the Insurers' liability in relation to any loss or damage insured in respect of this policy.

15. **Jurisdiction and governing law**

The insurance provided by this policy shall be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder, and any summons or notice or process to be served upon the Insurer for the purpose of instituting any legal proceedings against them in connection with this insurance shall be served upon Guardrisk Insurance Company Limited, 4th Floor Alexander Forbes Place, 90 Rivonia Road, Sandton, 2196.

EXCLUSIONS

The Insurer shall not be liable for:

- 1) Any damage caused or incurred either by or in the process of installing the Equipment.
- 2) The cost to repair or replace any damaged external casings or cosmetic fittings, control knobs or buttons or loss of or breakage to any batteries or aerials forming part of or attached to the Equipment.
- 3) The cost of modification where the parts necessary for repair are no longer available or are out of manufacture and as a result modification of the Equipment is necessary to effect repair.
- 4) **Loss, damage or breakdown caused by:**
 - a) wear and tear, atmospheric or climatic conditions or any gradual operating cause;
 - b) alterations, maintenance, repairs or any process of cleaning or restoring;
 - c) delay, confiscation or detention by order of any government or public authority;
 - d) Scratching or chipping of painted or polished surfaces.
- 5) Consequential loss of any description as a result of loss of or damage to the Equipment.
- 6) **Any loss or damage**
 - a) caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
 - b) directly or indirectly caused by or contributed to by or arising from:-
 - i) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 7) The cost of repairs and maintenance carried out by anyone other than an Approved Repairer.
- 8) Loss, Damage or Breakdown caused by negligence, abuse or misuse in respect of the Equipment including but not limited to:-
 - i) Failure to use or site the Equipment in accordance with manufacturer's instructions or failure to follow maintenance recommendations.
 - ii) The use of accessories or equipment not approved by the manufacturers or incorrect connections of signal leads or application of incorrect electrical supply.
 - iii) Faulty software or programming or electrical power surge or fluctuation.
 - iv) Failure to ensure that the handset is safeguarded and locked away when not in use.
- 9) **Loss of or damage to the Equipment whilst it is being used in conjunction with any other MSISDN unless authorized by the Administrator and such authorization has been noted in the policy**
- 10) Any claim in respect of Equipment located or used outside of the Territorial Limits unless such loss or damage has occurred within the 90 days as specified or any further period agreed to in writing by the Insurer
- 11) Any claim resulting from the Equipment being left on any roof, bonnet or boot of a motor vehicle.
- 12) Any claim in respect of Equipment left in any unattended vehicle unless such claim is following forcible entry to the vehicle, which necessitates repairs to such vehicle. A copy of the Repairer's account for such damage must be supplied upon submission of the claim.
- 13) Theft, loss, or damage to the Equipment whilst You are in or on any form of public conveyance, unless arising as a result of violence or threat of violence directed against You.
- 14) **Any airtime costs incurred.**
- 15) Resulting from political or non-political riot, strike, or civil commotion, public disorder, war, invasion, terrorism or public violence, or which is insurable by SASRIA (South African Special Risks Insurance Association).
- 16) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override an exception, this policy does not cover loss of or damage or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense. For the purpose of this exception, an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof. If the Insurer alleges that, by reason of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.
- 17) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover:
 - a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;
 - b) any legal liability of whatsoever nature;
 - c) **any consequential loss;**
 - i) directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or not at all
 - ii) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or



- ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data in regard to or in connection with any such data, or
- iii) to capture, save, retain or process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- iv) To capture, save, retain or process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of You or not.



**STATUTORY NOTICE – SHORT TERM INSURANCE
IMPORTANT – PLEASE READ CAREFULLY**

DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the insurance contract or any other document)

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

1. Intermediary

Name: MTN Service Provider (PTY) LTD
Physical Address: Innovation Centre – Phase 2 – 216 14th Ave Fairland Roodepoort
Postal Address: Private Bag 9955 Cresta 2118 Johannesburg
Telephone Number: 083 123 6084
Email Address: insurance@mtn.co.za
Facsimile: 011 912 5122
Registration No: 1993/002648/07
Authorized Financial Service Provider FSP No: 23660

Legal Status: We, MTN SP (Pty) Ltd, are a company incorporated in terms of South African company legislation.

We are in possession of Professional Indemnity Policy and IGF cover in terms of Regulation 4, Section 45 of Short Term Insurance Act of 1998.

MTN Service Provider has a contractual relationship with Guardrisk Insurance Company in terms of which MTN Service Provider may market insurer's products of Short Term Insurance Personal and Commercial Lines. MTN Service Provider has no contractual relationship with any other Service Provider.

MTN Service Provider does not hold more than 10% of the product supplier's Shares, Guardrisk Insurance Company, nor does it hold any other financial interest in that company.

MTN Service Provider does not receive more than 30% of total remuneration, including commission, from Guardrisk Insurance Company.

In the event of a claim contact the administrators:

Administrator:

Name: MTN Service Provider (PTY) LTD
Physical Address: Innovation Centre – Phase 2 – 216 14th Ave Fairland Roodepoort
Postal Address: Private Bag 9955 Cresta 2118 Johannesburg
Telephone Number: 083 123 6084
Email Address: insurancequeries@mtn.co.za
Facsimile: 011 912 5122

2. Details of Insurer

Name: GUARDRISK INSURANCE COMPANY LIMITED
Physical Address: 4th Floor Alexander Forbes House 90 Rivonia Road Sandton
Postal Address: PO Box 62018 Marshalltown 2107
Telephone Number: (011) 669-1000
Facsimile: (011) 669-1931/2
Compliance Officer: Nicky Maseko
Claims Manager: Laura Martins
Name, class or type of policy involved: Refer to attached policy schedule
Registration No: 1992/001639/06
Authorized Financial Service Provider FSP No: 26/10/75

3. Details of ISS Compliance

Name: Intermediary Support Services SA (Pty) Limited
Compliance Officer: Roy Bank
Physical Address: 1st Floor President Place Corner Bolton and Jan Smuts Ave Rosebank Jhb
Postal Address: PO Box 940 Houghton 2041
Telephone Number: 0861 Comply
Facsimile: 086 504 4119
Web Address: www.issa.co.za



4. Other Matter of Importance

- a) You must be informed of any material changes to the information referred to in paragraphs 1 and 2
- b) If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 days
- c) If any complaint to the intermediary or insurer is not resolved to your satisfaction; you may submit the complaint to the Registrar of Short term Insurance
- d) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim
- e) If premium is paid by debit order:
 - (i) It may only be in favour of one person and may not be transferred without approval;
and
 - (ii) The insurer must inform you at least 30 days before the cancellation thereof in writing, of its intention to cancel such debit order
- f) The insurer and not the intermediary must give reasons for repudiating your claim
- g) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you
- h) You are entitled to a copy of the policy free of charge

5. Warning

Do not sign any blank or partially completed application form.

Complete all forms in ink.

Keep all documents handed to you.

Make a note as to what is said to you.

Don't be pressurised to buy the product.

Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

6. Particulars of Short-term Insurance Ombudsman who is available to advise you in the event of claim problems that are not resolved to your satisfaction by the insurance intermediary and/or the insurer

PO Box 32334, Braamfontein, 2107

Tel: (011) 726-8900

Fax: (011) 726-5501

7. Particular of Registrar of Short-term Insurance

Financial Services Board

PO Box 35655, Menlo Park, 0102

Tel: (012) 428-8000

Fax: (012) 347-0221

(You may be required to sign a copy of this document)