



EQUIPMENT INSURANCE POLICY (LAPTOPS AND DATA CARD MODEMS)

<p>DEFINITIONS</p> <p>You/your/yourself means the person in whose name this policy is issued</p> <p>Service provider means MTN Service Provider (Pty) Ltd</p> <p>MSISDN means Cellular Telephone Number</p> <p>Equipment means the Laptop and Data Card Modem as stated in the Schedule</p> <p>Laptop means the Laptop as stated in the Schedule</p> <p>Data Card Modem means the Data Card Modem issued in terms of a current subscriber contract between YOU and MTN and linked to the specific MSISDN as stated in the Schedule. It excludes MTN pre-paid Data Card Modems or Data Card Modems of any other network.</p> <p>INSURED EVENT</p> <p>Theft or sudden and unforeseen physical loss of or damage to the Equipment listed on the Schedule during the period of insurance from any cause or event not hereinafter excluded.</p> <p>BASIS OF INDEMNIFICATION</p> <p>The indemnity by this policy, subject to the sums insured contained in the Schedule, shall be as follows:</p> <p>Partial Loss</p> <p>Where the equipment can be repaired, the Insurer will pay the costs reasonably incurred to restore it to its state of serviceability immediately before the occurrence of the damage. Should such costs exceed 60 % of the value of the equipment it will be replaced at the discretion of the Insurer.</p> <p>Total Loss</p> <p>At the Insurers option replace the equipment or if the equipment is no longer available, the Insurer will replace it with the nearest functionally equivalent model available at the time of the loss but not superior in value to the original model up to a maximum indemnity provided that liquid damage howsoever caused is specifically restricted to liquid damage, which is reported within 48 hours from the time of the incident. Liquid damage as evidenced by liquid found, corrosion, rust or evidence of corrosion treatment are all deemed to be classed as liquid damage and are, if over 48 hours old, excluded from the insurance by this policy. The decision of the loss adjustor and administrators is final.</p> <p>FIRST AMOUNTS PAYABLE</p> <ol style="list-style-type: none"> 1. The first claim – R500.00 2. Second claim within 12 months -R1000.00 3. In addition to the basic excess stated in 1 above, You will be liable for an additional 20% of each and every claim in respect of Equipment stolen from a locked and protected vehicle unless when such equipment is kept in a locked boot (saloon car), concealed parcel shelf (hatchback), spare wheel compartment (estate car) or locked glove compartment. <p>SPECIFIC CONDITIONS</p> <p>You must take all reasonable precautions to safeguard the Equipment, including ensuring that:</p> <ol style="list-style-type: none"> a) The Equipment 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; b) The Equipment is properly protected from exposure to rain, hail, sleet, snow and sprays of water and other liquids; c) The Equipment shall not be used in conjunction with any other MSISDN without express authorisation of the Service Provider; d) Adjustments, other than day-to-day tuning or repairs to the Equipment it shall only be carried out by an authorized repairer; 	<ol style="list-style-type: none"> d) The Service provider on behalf of the Insurer shall have sole authority in the conduct of all claims and the Insured 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 Service provider; e) The Insurer may, at any time, amend the premium for any future Period of Insurance by giving not less than 30 days prior written notice to You. <p>GENERAL EXCEPTIONS</p> <p>This policy will not cover:</p> <ol style="list-style-type: none"> 1. Loss, Damage or Breakdown caused by: <ol style="list-style-type: none"> 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 e) Loss or damage 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 Limited 2. Consequential loss or damage of any description 3. The cost of repairs and maintenance carried out by anyone other than an authorised repairer. 4. Loss, Damage or Breakdown caused by negligence, abuse or misuse in respect of the Equipment including but not limited to:- <ol style="list-style-type: none"> a) Failure to use or site the Equipment in accordance with manufacturer's instructions or failure to follow maintenance recommendations. b) The use of accessories or equipment not approved by the manufacturers or incorrect connections of signal leads or application of incorrect electrical supply. c) Faulty software or programming or electrical power surge or fluctuation. d) Loss of or damage to the Equipment whilst it is being used in conjunction with any other MSISDN unless authorized by the Service provider and such authorization has been noted in the policy e) Any airtime costs incurred prior to reporting the theft of the Equipment to the Company and the South African Police Service. 5. Loss of, damage to or breakdown of Equipment resulting from or caused by theft from any unattended vehicle in the your custody or control unless the Equipment is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit. 	<p>GENERAL CONDITIONS</p> <p>OTHER INSURANCE</p> <p>If another insurance exists insuring you against the same Insured Event as defined the Insurer shall only be liable for a rate able proportion of the claim</p> <p>CANCELLATION OF COVER</p> <p>This policy or any section thereof may be cancelled by You giving immediate notice or by the Insurer giving thirty days notice in writing to the Insurer.</p> <p>CLAIMS</p> <p>On the occurrence of an event that may give rise to a claim under this policy You will as soon as practicable and at your own expense:</p> <ol style="list-style-type: none"> 1) Notify the Insurer and give details of any other insurance covering the same event. 2) Inform the police of any loss involving theft or loss of property and take all practical steps to discover the guilty party and recover the stolen or lost property. 3) Co-operate with the Insurer or its nominee in minimising the resultant loss, damage, injury or liability. 4) Supply full details of the event in writing supported by such proofs, information and sworn declarations as the Insurer requires. 5) Forward any notice of claim communication, writ, summons or other legal process connected with the event to the Insurer. 6) A claim must be submitted within 30 days from the date on incident. 7) A claim shall not be payable if You make any admission, statement (other than to the police), offer, promise, payment or indemnity without the prior written consent of the Insurer. 8) A claims shall not be payable if it is rejected and legal action is not commenced within twelve months of the rejection. 9) A claims shall not be payable if these conditions have not been complied with and, in the event of non-compliance, any payment on account already made to You shall be repaid to the Insurer forthwith. <p>FRAUD</p> <p>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 be occasioned by your wilful act or with your connivance all benefit under this policy in respect of such claims shall be forfeited.</p> <p>PREMIUM PAYMENT</p> <p>Monthly premiums are due at the beginning of each month. A grace period of 15 days is allowed for payment after due date. If payment is not received by the end of the grace period, cover will cease from the due date. If it is a new monthly policy, the 15-day grace period will start applying from the beginning of the second month of the currency of the policy.</p> <p>PRESCRIPTION PERIOD</p> <p>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.</p> <p>JURISDICTION AND GOVERNING LAW</p> <p>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.</p> <p>MEMORANDUM</p> <p>In the event of a claim Contact the Customer Care Help line on 083 1 808 or an MTN Service Provider Service Centre.</p>
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**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)