

## Policy Wording

### WHAT YOU ARE COVERED FOR

In return for paying your premium, Guardrisk Insurance Company Limited (your Insurer) will cover the **MOBILE DEVICE (cellphone)** as detailed in your Policy Schedule for the chosen cover. The type of cover will be one of the following:

#### 1) ALL RISK

Cover is provided for accidental, unforeseen physical loss or damage to the insured MOBILE DEVICE occurring anywhere in the world, including:

- Theft;
- Loss; and
- Liquid Damage.

#### 2) LIQUID & ACCIDENTAL DAMAGE

Cover is provided for accidental unforeseen physical damage (including liquid damage) to the insured MOBILE DEVICE occurring anywhere in the world.

#### 3) REPAIR ONLY COVER

Cover is provided for accidental unforeseen physical damage to the insured MOBILE DEVICE occurring anywhere in the world. There is no cover for damage caused by liquids and the cover under this section is for the cost of the repair of the device only. Should the device be deemed beyond economical repair (where the cost of repair is more than 70% of the insured value), there will be no replacement of the MOBILE DEVICE and the policy will be automatically cancelled.

The insured value of the MOBILE DEVICE is contained in your Policy Schedule. This is the maximum value your Insurer will pay in the event of a loss, less your first amount payable and any dual insurance, betterment or depreciation. At the time of loss, the claim will be paid on the replacement value of the MOBILE DEVICE. Your Insurer retains the right to settle any claim, based on the cost of repairs or replacement, at their sole option.

In the event that the MOBILE DEVICE:

- i) can be repaired, your Insurer will pay the costs reasonably incurred to restore it to its original working condition immediately before the damage. This will be done at the discretion of the Insurer.
- ii) is replaced by your Insurer, it will be replaced with the same make and model as the insured MOBILE DEVICE, unless the same make and/or model is no longer available, whereby the Insurer will replace with a MOBILE DEVICE of the same value and similar functions as the insured MOBILE DEVICE at the time of loss.

### PERIOD OF INSURANCE (Applicable for all types of cover)

Cover is provided for each month for which your premium is paid to your Insurer. The premium is payable in advance for the month of cover that follows. Premiums are calculated on an annual basis and payable monthly. All premiums must be paid timeously to ensure that you have continuous and uninterrupted cover for the MOBILE DEVICE. The Insurer adheres to the Policyholder Protection Rules by abiding by a 15-day grace period. Should your premiums be received outside of the grace period, your cover may be affected and the claim may be repudiated.

### SPECIAL NOTE REGARDING DUE CARE AND PRECAUTION

At all times you must take reasonable steps to safeguard the MOBILE DEVICE from loss, damage or theft. Any repairs to the MOBILE DEVICE must be carried out by a repairer authorised by the Insurer or their appointed nominee.

### OPTIONAL COVER

The following additional cover is available and will be detailed in your Policy Schedule should you have selected it.

#### 1) SIMCARD

In the event of your MOBILE DEVICE being lost or stolen, your SIMCARD shall be replaced.

#### 2) LOAN PHONE

In the event that your Insured CELLPHONE is repairable, a phone will be provided to you, on loan, subject to the following terms:

- i) A loan phone will only be provided in the event of an approved damage claim.
- ii) The Insurer will provide you with a loan phone for duration of the repairs of your insured device.
- iii) The loan phone will have the same operating system as your insured CELLPHONE and may not be a like for like phone.
- iv) When your CELLPHONE has been repaired, you will be required to return the loan phone, upon delivery of your CELLPHONE.
- v) In the event of the loss or damage of the loan phone while in your possession, you will be liable for the applicable excess.
- vi) You will be required to sign an agreement containing the terms and conditions of the loan phone prior to it being loaned to you.

### EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

(What you are NOT covered for)

- i) Damage to the Mobile Device caused by wear and tear, gradual deterioration, scratching or other superficial damage to outer casings, aerials or keypads.
- ii) Any loss or damage incurred to MOBILE DEVICE whilst on hire or loan to another person.
- iii) Loss of or damage to the MOBILE DEVICE resulting from theft or any attempt thereat from any unattended vehicle, unless the vehicle was locked and the MOBILE DEVICE is concealed in the cubby hole or boot. Any such loss must involve forcible and violent entry into the vehicle.
- iv) Loss or damage to batteries, other than when they are stolen or lost together with the MOBILE DEVICE.
- v) Loss or damage arising from the MOBILE DEVICE not being safeguarded whilst being charged.
- vi) Consequential loss of any kind whatsoever.
- vii) Loss of or damage to accessories and or car kits.
- viii) Loss or damage arising from the MOBILE DEVICE while left unattended in a public place, place of recreation, office, mall or social occasion where it is vulnerable for easy removal or damage.
- ix) Loss or damage arising from the MOBILE DEVICE being left unattended or exposed when unknown persons or 3<sup>rd</sup> parties are in your home, office or similar area.
- x) Loss or damage arising from the MOBILE DEVICE being removed from your locked home, office or similar area unless accompanied by forcible or violent entry into the area.
- xi) Loss or damage to your SIMCARD unless the optional SIMCARD cover has been included from inception of the policy. Loss of your SIMCARD involving theft must involve theft of the MOBILE DEVICE.
- xii) Loss of or damage to the MOBILE DEVICE arising from or contributed to, by gross negligence or wilful conduct by you.
- xiii) Loss or damage arising from a wilful act carried out by any other person known to you.
- xiv) Loss or damage arising from a manufacturers defect.
- xv) Loss, damage or defect that is covered under the manufacturer's warranty.
- xvi) Loss, damage or defect arising from any software or application.
- xvii) Loss or damage caused by electronically conveyed viruses.
- xviii) Loss or damage arising from remote jamming devices or related events.
- xix) Loss or damage arising from any unauthorised repairs or as a result of bad workmanship by an unauthorised repairer.
- xx) Loss or damage resulting from political or non-political riot, strike or civil commotion, public disorder, war, invasion, terrorism or public violence which is insurable by SASRIA (South African Special Risks Insurance Association) is excluded from this cover.

### EXCESS STRUCTURE

What you pay in the event of a claim

Each time you have a valid claim under this policy, you agree to pay a first amount payable, which is:

| Insured Value | EXCESS PAYABLE |       |       |                |       |       |
|---------------|----------------|-------|-------|----------------|-------|-------|
|               | Repair events  |       |       | Replace events |       |       |
|               | 1              | 2     | 3     | 1              | 2     | 3     |
| <R7500        | R150           | R300  | R300  | R300           | R750  | R750  |
| R7500-R15000  | R300           | R500  | R500  | R750           | R1000 | R1000 |
| R15000-R25000 | R500           | R750  | R750  | R1000          | R2000 | R2000 |
| R25000-R45000 | R750           | R1000 | R1000 | R2000          | R3500 | R3500 |

An additional R250 is payable for each claim made within the first 60 (sixty) days of cover. Maximum number of claims 3 per 12 month period.

### **WHAT TO DO IN THE EVENT OF A CLAIM**

In the event of a claim in terms of the policy, you must do the following:

- i) As soon as reasonably possible after the discovery of the loss or damage, report the incident to Pinnacle Marketing (Pty) Ltd by:  
Phone: **021 879 1110** Fax: **086 529 2477**  
Email: **claims@24hourmobility.co.za**
- ii) Within 30 (thirty) days of the loss or damage you must have reported and supplied all relevant information and details of the claims we have requested, or your claim may be repudiated.
- iii) As soon as possible following a loss by theft, you must report the incident to your SERVICE PROVIDER and arrange for the SIMCARD to be deactivated and your HANDSET or MOBILE DEVICE must be blacklisted. Failure to do so will lead to your claim being rejected.
- iv) In the event of stolen or lost MOBILE DEVICE you must report the occurrence to the South African Police Services, within 48 hours and to any other Police Service in any other country. Documentary evidence of a police reference number must be obtained and sent to Pinnacle Marketing (Pty) Ltd together with the completed claim form.

### **SPECIFIC CONDITIONS**

- i) You must give all reasonable assistance in the recovery of the lost or stolen MOBILE DEVICE and identification thereof.
- ii) The Insurer may request proof of forcible entry in the event of a break in at your home, office, storage facility, vehicle, or any other building or dwelling.
- iii) The Insurer may request proof of forcible entry in the event of a locker, drawer or locked storage compartment being broken into.
- iv) Any MOBILE DEVICE which has been replaced by your Insurer and recovered becomes the property of the Insurer. The original device if recovered also becomes the property of the Insurer.
- v) In settling your claim your Insurer can take over the handling of the claim in your name and the prosecution of any criminal action in connection with the loss or damage.
- vi) Should you fail to pay the required excess on the approved claim for your MOBILE DEVICE within 90 (ninety) days from date of loss, the claim will be treated as not taken up.
- vii) Where the Insurer rejects your claim and you wish to dispute our rejection of your claim, or the quantum (amount) of your claim, you must make your representations to us within 90 days from the date of the Insurer's rejection letter. If we do not change the decision, you must within 180 days, institute legal action, failing which, you will forfeit all benefits in respect of this claim.

### **GENERAL TERMS AND CONDITIONS OF COVER**

**(Applicable to all sections of cover)**

#### **Observance of policy conditions**

You will not be covered under this policy unless you fulfil all your obligations and you pay the premium due up to the date of the event giving rise to a claim under this policy. This policy shall be voidable if there is any misrepresentation, misdescription or non-disclosure of any material information relevant to this policy.

#### **Dual Insurance**

We shall not be liable to pay more than our rateable portion of the claim where there is any other insurance policy covering the same MOBILE DEVICE against the same event.

#### **Transfer**

You may not transfer the benefits of this contract to anyone else.

#### **Cancelling of cover**

This policy may be cancelled at any time by either party giving 31 (thirty-one) days' notice in writing. Should multiple claims be lodged against this policy, your Insurer may at its discretion, provide 31 (thirty-one) days' notice citing adverse claims experience.

In the event of a device that has been lost or stolen and the claim has been declined, the Insurer will cancel the policy and will no longer collect premiums on the device.

In the event of a device that has been damaged and the claim has been declined, the Insurer will suspend cover for accidental physical or liquid damage until such time that proof of repairs for the device is submitted to the Insurer.

### **Fraud or any attempt thereat**

If you or anyone acting on your behalf submits a fraudulent claim or forged or false document to support a claim, the Insurer will repudiate your claim and cancel your policy with immediate effect. The Insurer is entitled to recover the amount that was paid to you in respect of the claim.

### **Increase/Decrease in value**

The value of the MOBILE DEVICE can increase or decrease from the INSURED VALUE reflected on your schedule. The Insurer and your broker, Pinnacle Marketing (Pty) Ltd cannot be held accountable in such circumstances for the increase or decrease in value that occurs. Should you wish us to increase or decrease the value of the MOBILE DEVICE. It is your responsibility to notify Pinnacle Marketing (Pty) Ltd of your requirements.

### **Upgrade or change in HANDSET or MOBILE DEVICE**

It is your responsibility to notify Pinnacle Marketing (Pty) Ltd in writing of the change or upgrade of the MOBILE DEVICE covered by this policy. Failing to do so will result in your claim being repudiated.

### **Increase in premium**

The Insurer may from time to time increase your premium on the MOBILE DEVICE. This will be done at the discretion of the Insurer giving the required 31 (thirty-one) days' notice.

### **Permission to share your insurance information**

It is vital for insurance companies to share underwriting and claim information to ensure fair assessment for underwriting risk purposes and to mitigate the number of fraudulent claims. You hereby relinquish any right to privacy relating to the insurance information provided and allow for this information to be shared with any other insurance company and the South African Insurance Crime Bureau. This permission will survive the termination of this policy.

### **TREATING CUSTOMERS FAIRLY:**

This product has been created to meet the needs of our clients. The Treating Customers Fairly (TCF) framework principles are viewed seriously by the Insurer and all 6 (six) outcomes, as stated below, are practiced at all times. We will, with all our interactions with any customer, endeavour to deliver excellent customer experiences which we will achieve through the ongoing review of all our business practices and analysis of complaints. It is our objective to be fair in our treatment of all consumers and partners and being compliant, in all aspects, of the 6 (six) outcomes of the TCF framework. These outcomes are:

- i) You are confident that your fair treatment is key to our culture;
- ii) Products and services are designed to meet your needs;
- iii) We will communicate clearly, appropriately and on time;
- iv) We provide advice which is suitable to your needs and circumstances;
- v) Our products and services meet your standards and are of an acceptable level; and
- vi) There are no barriers to access our service or to lodge any complaints.

### **IMPORTANT CONTACT INFORMATION**

Pinnacle Marketing (Pty) Limited:

Phone: 021 879 1110

Email: info@pinnaclemarketing.co.za