Policy Wording

In consideration of the payment of the premium and subject to the terms, conditions, exceptions and exclusions of this policy, The Guardrisk Insurance Company Limited agrees to indemnify the Insured against the insured events, as hereinafter provided, occurring during the period of insurance, but not exceeding the limits of indemnity as indicated in the certificate of insurance.

1. DEFINITIONS

"Administrator" means Fonesure (Pty) (Registration No.2007/18990/07); who has been appointed to administer claims lodged by the Insured in terms of this policy;
"Agreement" means the contract of insurance set out in the certificate of insurance;
"ARC" or "Authorised Repair Centre" means any repair outlet authorised by either the Administrator or the Company to effect repairs to the Laptop/Data card/USB Modem;
"Certificate of Insurance" means the schedule which reflects information including but not limited to the detail of the Insured, the Period of Insurance, the Premium, and details of the Laptop/Data card/USB Modem etc.
"Contract Period" means the period, including any period of renewal, during which the Subscriber Agreement remains in force or effect;
"Equipment" means the Laptop Computer and the Data card/USB Modem used in conjunction with each other;
"Insured" means the person, company or entity that has concluded the Subscriber Agreement with the Company and who has applied for insurance cover in terms of the Subscriber Agreement and who has paid the Premium(s);
"Intermediary" means the party that will be selling the insurance product and earning commission;
"**Guardrisk**" means The Guardrisk Insurance Company Limited; (Registration No. 1992/001639/06);
"MSISDN" means the Mobile Station International Subscriber Directory Number allocated to the Insured by the Company;
"Period of Insurance" means cover will incept on the signing of the Subscriber Agreement and renewable each billing month thereafter (Monthly policy);
"Premium" means the monthly premium payable by the Insured to Guardrisk in respect of each item of Equipment in consideration of the insurance cover provided in terms of this certificate of insurance;
"SIM Card" means the Subscriber Identity Module bearing the MSISDN;
"Subscriber Agreement" means the standard subscription agreement entered into between the Insured and the Company which allows the insured access to the Cellular Network at a fixed monthly access fee;
"Airtime Distributor" means the seller of data contracts

2. BENEFITS

SECTION 1 - THEFT/LOSS OF- OR MATERIAL DAMAGE TO THE LAPTOP/DATA CARD/USB MODEM

i) LAPTOP COMPUTER – Theft or sudden and unforeseen physical loss of or damage to the LAPTOP COMPUTER listed on the SCHEDULE during the PERIOD OF INSURANCE from any cause or event not excluded.

ii) DATA CARD/USB MODEM – Theft or sudden and unforeseen physical loss of or damage to the DATA CARD/USB MODEM listed on the SCHEDULE during the period of insurance from any cause or event not excluded.

SECTION 2 - UNLAWFUL USE OF SIM CARD

In the event of loss or theft of the SIM CARD belonging to you we will pay the cost of calls made by use of the card by any person not authorized to do so by you, for a period not exceeding 24 hours from time of loss or theft.

SECTION 3 – SUBSCRIBER AGREEMENT COVER

Subject to the terms and conditions set out in the certificate of insurance, the Insured shall be covered against the following during each period of Insurance.

The Insured shall be covered for the balance outstanding on the Subscriber Agreement upon the **death, permanent disability or involuntary retrenchment** of the Insured, subject to the limits of indemnity specified in the certificate of insurance.

LIMITS OF INDEMNITY

A - MATERIAL DAMAGE/PARTIAL DAMAGE/TOTAL LOSS

The maximum limit of indemnity payable in the event of a claim in respect of both the LAPTOP COMPUTER and DATA CARD/USB MODEM shall be the amount specified on the SCHEDULE, which forms part of this policy.

The maximum limit of indemnity payable in the event of a claim in respect of either only the LAPTOP COMPUTER or only the DATA CARD/USB MODEM, shall be the current replacement value of such LAPTOP COMPUTER or

B - UNLAWFUL USE OF SIMCARD

The maximum limit of indemnity payable in the event of a claim shall be the cost of unlawful usage or R 1500, whichever is the lesser.

SPECIFIC CONDITIONS

a) MATERIAL DAMAGE

- **BASIS OF INDEMNITY** – Subject to the LIMITS OF INDEMNITY our liability is limited to the cost of repairs or replacement of the equipment at our sole option, as follows:

b) PARTIAL DAMAGE

- Where the equipment can be repaired, we 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 50% of the value of the equipment it will be replaced, at the discretion of CYBERSURED.

c) TOTAL LOSS

- At our option we will replace the equipment subject to the MAXIMUM LIMIT OF INDEMNITY or
- Should your LAPTOP COMPUTER or DATA CARD/USB MODEM no longer be available, we will replace it with the nearest functionally equivalent model available at the time of claim BUT not superior in value to the original model, or should you wish to upgrade the equipment, a credit will be passed to an accredited CYBERSURED insurance replacement dealer for the original value of the equipment selected on the schedule less the first amount payable.
- You shall at all times take all reasonable steps to safeguard the equipment from loss, damage or theft.

3. LIMIT OF INDEMNITY AND PREMIUM PAYABLE

SECTION 1, 2 AND 3

LEVEL OF PREMIUM PAID	SECTION 1 THEFT/LOSS DAMAGE TO HANDSET MAXIMUM INDEMNITY ANY ONE CLAIM	SECTION 2 UNLAWFUL USAGE OF SIMCARD MAXIMUM INDEMNITY ANY ONE CLAIM
CYBERSURED 23	R 1 to 2500 incl. VAT	R1 500 Incl. VAT
CYBERSURED 45	R 2501 to R5000 incl. VAT	R1 500 Incl. VAT
CYBERSURED 91	R5001 to R10000 incl. VAT	R1 500 Incl. VAT
CYBERSURED 137	R10001 to R15000 incl. VAT	R1 500 Incl. VAT
CYBERSURED 183	R15001 to R20000 Incl. VAT	R1 500 Incl. VAT
CYBERSURED 199	R20001 to R25000 Incl. VAT	R1 500 Incl. VAT

LEVEL OF PREMIUM PAID	SECTION 3 SUBSCRIBER AGREEMENT COVER MAXIMUM INDEMNITY IN RESPECT OF ANY CLAIM
CYBERSURED 2.50	Per R1000 incl. VAT

- Statutory Maximum commission payable to intermediary
- R2.41,R4.87,R7.33,R9.79,R10.65 respectively
- Administrators Fees R9,R18.20,R27.40,R36.60,R39.80 respectively

4. EXCESSES

SECTION 1 – THEFT/LOSS OF- OR MATERIAL DAMAGE TO THE LAPTOP/DATA CARD/USB MODEM

The Insured shall be liable to pay the following excess payments in respect of each claim lodged in terms of this certificate of insurance:

Loss/Theft or Damage of Laptop/Data card/USB Modem

First claim	-	25% (incl. VAT)
Second claim	-	30% (incl. VAT)
Third claim	-	35% (incl. VAT)

Guardrisk will indemnify the Insured for up to 3 (three) losses after which Guardrisk holds the right to cancel the cover by providing 30 (thirty) days' written notice to the Insured.

Additional Excess

If a loss occurs within 30 days of inception of this Agreement an additional excess of 15% (Incl. VAT) is payable.
If a loss occurs after 30 days but within 60 days of inception of this Agreement an additional excess of 10% (Incl. VAT) is payable.

SECTION 2 – UNLAWFUL USAGE OF SIM CARD

Excess – Nil

SECTION 3 - SUBSCRIBER AGREEMENT COVER

Excess – 10%

5. CANCELLATION OF COVER

Guardrisk shall be entitled to cancel this Agreement upon 30 (thirty) days written notice to the Insured.
The Insured shall be entitled to cancel this Agreement upon 30 (thirty) days written notice to the Insurer, Company and/or Administrator.

6. PERIOD OF INSURANCE

Cover will incept on the signing of Subscriber Agreement and will be renewable each billing month thereafter (Monthly policy).

7. GENERAL CONDITIONS

DUE CARE AND PRECAUTION

The Insured should take all reasonable precautions to safeguard the Equipment including but not limited to, ensuring that:

- the Equipment is safeguarded whilst charging;
- the Equipment is not left exposed in a public place, place of recreation, office, mall or social occasion where it is vulnerable to easy removal or damage;
- the Equipment is safeguarded and locked away when not in use;
- the Equipment is not given or lent to another party without the express written authorisation of Fonesure and/or the Airtime Distributor;
- the Equipment is used only for the purposes set out in Guardrisk's acceptance of the Insured's application for insurance cover in terms of this Agreement and that all security measures are adhered to;
- protective devices are utilised and the operation thereof is adhered to;
- the Equipment is not handled by small children;
- the Equipment is not visible whilst driving or stationary in a motor vehicle;
- the Equipment and accessories are used and maintained in accordance with the manufacturer's directions;
- the Equipment is not immersed in any liquid, powder, or soil.

8. OTHER INSURANCE

If at the time of any claim there shall be any other insurance providing the same cover as per this Agreement, the Insurer shall not be liable to pay or contribute more than their ratable proportion of indemnity.

9. CESSION

The insurance cover granted to the Insured in terms of this Agreement is personal to the Insured and may not be ceded, transferred or assigned except with the written consent of the Guardrisk.

10. CLAIM RECOVERY

If, after the payment of a claim, the whereabouts of the stolen Equipment is identified, the Insured shall render all reasonable assistance in effecting the recovery of the same.

11. PREMIUM PAYMENT

1 The premium is payable in advance and must be paid on the due date which is the first day of every month.
2 If We do not receive Your premium by the due date, or within fifteen (15) days after the due date (save in the first month), Your cover will still remain in force during the period of insurance for which We have not received the premium.
3 The premium therefore remains payable and at the next request for payment two debit orders will be submitted, in respect of the unpaid debit order as well as the normal one for the new month.
4 When two debit orders are submitted to Your paying agent and only one is paid, this money will be used to clear the oldest debt first.
5 Should You have a claim during the period of insurance in respect of which the debit order has been unpaid, You must first settle the outstanding premium before Your claim can be processed, alternatively, this premium shall be deducted from any payment due to You.
6 The Policy will be automatically cancelled when premiums for two consecutive periods of insurance are not paid and We shall make no further request for premiums from Your paying agent.
7 If We do not receive Your first premium (in the first month) the Policy will be void from the first inception date.
8 The Policy is automatically renewed for a further month every time You pay Your premium which must be paid on the due date which is the first day of every month.

12. FRAUD

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this Policy may be avoided or cancelled at Our discretion from the date of any fraudulent conduct and all premiums paid in respect of such policy shall be forfeited and this policy may be avoided or cancelled at Our discretion from the date of the fraudulent conduct:

- if any claim or part thereof under this Policy is in any way fraudulent or if fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any Insured Event under this Policy is occasioned by Your intentional conduct or that of any person acting on Your behalf or with Your connivance; or

- if any fraudulent information and / or document, whether created by You or any other party is provided to Us by You or anyone acting on Your behalf or with Your connivance in substantiation or support of any claim under this Policy and whether or not the claim in itself is fraudulent; or

- if the quantum of any claim is deliberately exaggerated by You or anyone acting on Your behalf or Your connivance, for any reason whatsoever, and whether or not the claim in itself is fraudulent.

Where any benefit under this Policy is forfeited in circumstances set out in this General Condition, You shall repay to Us all amounts which We may have previously settled in respect of all claims forfeited without prejudice to Our right to recover any other damages which We may have suffered as a result of the fraudulent conduct.

13. REJECTION / TIME BAR

If We decline liability for a claim made in terms of this Policy or avoid Your Policy or You dispute the amount of any claim under this policy, representation may be made to Us within ninety (90) days of the date of Our letter of rejection or avoidance. Your representation must be submitted in writing to:

The Guardrisk Insurance Company Limited
PO Box 786015
Sandton
2146

Fax: (011) 669 2792

Alternatively, you may contact:

The Ombudsman for Short-Term Insurance
PO Box 32334
Braamfontein
2017
Phone : (011) 726 8900
Fax : (011) 726 5501

If your dispute is not satisfactorily resolved in this manner, you may institute legal action against us for the enforcement of the claim by way of the service of summons against us. Summons must be served on us within one hundred and eighty (180) days of our original letter of rejection or avoidance. If this is not done, your claim will be unenforceable against us and it will become time barred and we will no longer be liable for the claim.

14. NOTICES

Any notices to be delivered by the Company, Insurer or the Administrator to the Insured (or vice versa) in terms of this Agreement shall be deemed to have been delivered:

a) within 2 (two) days of the date of delivery of such notice where delivery is by hand;
b) within 48 hours of transmission where given by fax ;
c) within 14 (fourteen) days of the date of such notice where sent by pre-paid registered post.

15. UPGRADES AND REPLACEMENTS

The Insured shall be solely responsible for ensuring that the Company is informed of any changes to the Equipment as a result of any upgrade or replacement of the aforesaid by the Company or one of its authorised dealers.

16. SPECIFIC EXCLUSIONS

SECTION 1 – THEFT/LOSS MATERIAL DAMAGE TO LAPTOP/DATA CARD/USB MODEM

The Insurer shall not be liable for:
We will not indemnify YOU against:

- Derangement unless accompanied by physical damage otherwise covered by the Policy.
- Faults or defects known to The Insured (or his responsible employees) at the time of arranging this cover or during the currency of the Policy and not disclosed to the Insurers or any consequences thereof.
- 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 (South African Special Risks Insurance Association).
- Any costs of replacing, reinstating or making good wear and tear, gradual deterioration, scratching or other superficial damage to outer casings, aerials, or keypads.
- Loss or damage during the hire or loan of the equipment listed on the SCHEDULE to a Third Party.
- Loss of or damage to the equipment listed on the SCHEDULE resulting from Theft or any attempted theft from any unattended vehicle, unless such vehicle is locked and the LAPTOP COMPUTER and/or DATA CARD/USB MODEM is concealed out of sight and forcible and violent entry into the vehicle is made, necessitating repairs to such vehicle, and the original repairers invoice for such damage is supplied with the claim.
- Loss or damage to batteries, other than when they are stolen or lost together with the insured property listed on the SCHEDULE.
- Any consequential loss or damage arising from not being able to use the insured property or otherwise incurred.
- any claim arising from abuse, misuse or neglect of the insured property.
- Loss, damage or failure for which the manufacturer or supplier is liable, or which is covered by a current maintenance contract.
- Erasure, corruption of data or defects in design or manufacture.
- Failure of Batteries.
- The cost of replacing lost data or software.
- Any claim in respect of any additional equipment or accessories including carrying cases, battery changes or external antennae.
- Costs recoverable from any party under the terms of any guarantee or warranty (or which would be recoverable but for the act or omission by You).
- Failure to use or site the Equipment in accordance with manufacturer's instructions and failure to follow maintenance recommendations.
- Theft, unless accompanied by forcible and violent entry
- Mysterious and unexplained losses

SECTION 2 – UNLAWFUL USAGE OF SIM CARD

The insurer shall not be liable for any Unlawful Usage incurred prior to reporting the theft / loss of the SIM Card to the Company's Help Line. This has a claim notification period of 24 (twenty four) hours after which the claim will deem to have become time barred.

SECTION 3 – SUBSCRIBER AGREEMENT COVER

No amount will be payable in respect of Death, Permanent and Total Disablement or the Retrenchment of any Insured directly or indirectly resulting from;

Retrenchment Cover
(This cover will be limited to 6 (six) months network subscription)

- the insured being aware of impending retrenchment at or prior to the commencement date;
- the insured resigning or accepting voluntary unemployment from his/her employer;
- the insured losing his/her job due to any sickness, disease, injury or medical condition;
- if the claim has arisen from or is related to normal pregnancy, childbirth or abortion;
- the insured loses their job as a result of:
- casual or temporary contract expiring;
- being locked out in an illegal strike;
- nationalization or other government action;
- fraud, dishonesty, misconduct, written warnings or similar acts;
- any events listed under 'Death' below.

Death Cover

- participation in hazardous pursuits;
- participation in a criminal act;
- suicide or self-inflicted injuries within 2 years of the commencement date;
- any pre-existing condition that the insured was aware of at start date or condition for which the insured has refused treatment recommended by his/her doctor 12 months before commencement date;
- war, riot, radioactive or nuclear contamination and similar risks;
- being under the influence of alcohol and drug abuse.

Disability cover

- suicide or self-inflicted injuries within 2 years of the commencement date;
- being under the influence of alcohol and/or drug abuse;
- any condition the insured had at or prior to the commencement date;
- any pre-existing condition that the insured was aware of at the start date or any condition for which the insured have refused treatment recommended by the insured's doctor 12 months before commencement date;
- any refusal of medical treatment recommended by the insured's own medical practitioner;
- the insured violating the law.

Cover Termination
Your insurance will cease and no further benefits will be payable if:

- the insured turns 65 years of age;
- any other cover pays in terms of Death;
- failure to pay monthly premiums;
- we advise the insured's that his/her insurance has ended;
- any fraud that has been suspected on the insured's behalf;
- the insured does not abide by the terms and conditions of the policy.
- you do not abide by the terms and conditions of the policy.

17. GENERAL EXCLUSIONS

This policy does not cover any loss, damage or liability, 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.

(a)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

(b) 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 tribal 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 tribal authority or for the purpose of inspiring fear in the public or any section thereof.

Any attempt to perform any act referred to in clause (iv) or (v) above

If Guardrisk allege that, by reason of clause (i), (ii), (iii (iv), (v), (vi) of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.

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 loss of or damage to property 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 General Exclusion 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 organisation 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 Guardrisk allege that, by reason of this clause of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.

18. CLAIMS PROCEDURE

STOLEN OR LOST LAPTOP/DATA CARD/USB MODEM (UNLAWFUL USAGE OF SIM CARD) AND MATERIAL DAMAGE

Should the Equipment be lost, stolen or damaged, the Insured must immediately notify the Helpline on 0860 997 779 to initiate the temporary deactivation of MSISDN number related to such SIM Card.

The Insured must report the loss or theft of the Equipment to the Cybersured Helpline and complete a blacklisting form (if applicable) and claim form. Once an ITC number has been allocated, the Insured must report the loss or theft to the nearest police station and obtain a police case number **failing which no claim will be considered by the Administrator.**

Note: No Police Case number will be provided without an ITC reference number.

SUBSCRIBER AGREEMENT COVER

In the event of death:

The Insured's next of kin, family or estate must report the death of the Insured to the Cybersured Helpline.

The following documentation must be submitted to the Cybersured Helpline together with the completed claim form.

- Copy of ID
- Death Certificate

In the event of total disablement:
The following documentation must be submitted to the Cybersured Helpline together with the completed claim form:
Letter of medical practitioner indicating that insured is totally disabled and will not be able to continue working.

In the event of retrenchment:
The following documentation must be submitted to the Cybersured Helpline together with the completed claim form:

- Letter from the employer of the insured confirming retrenchment.

SUMMARY OF HOW TO CLAIM

- Contact the Cybersured Helpline
- Cybersured Helpline will temporarily deactivate the SIM Card to avoid unlawful calls, in the case of lost or stolen Equipment.
- Cybersured Helpline will issue a claim form following loss/theft, material damage, unlawful usage, death, total disability or retrenchment.
- If loss/theft a blacklisting form will be sent to client and an ITC number will be provided on receipt of this form (if applicable).
- The Insured must report the loss/theft of the Equipment the nearest South African Police Station and obtain a Police Case Number - (ITC number must be provided to Police).
- Submit claim form with relevant documentation required following death, total disability or retrenchment.

CLAIM NOTIFICATION PERIOD

The Insured must report the theft of the handset within 24 (twenty four) hours of the incident to the Cybersured helpline, failing which there will be no cover in terms of this Policy. The Insured must submit a completed claim form to the Administrator within a period of **30 (thirty) days** from the date of the incident. If the claim form is not submitted within the aforesaid period, all benefits under this Agreement will be forfeited for the respective claim.