



## VODACOM DEVICE INSURANCE POLICY

These are the terms and conditions of Your Vodacom Device Insurance Policy. It is important that You read and keep this document in a safe place. The insurer is Vodacom Insurance Company (RF) Limited, a registered insurance company. Finrite Administrators (Pty) Ltd, an authorised financial services provider, has been appointed to administer this Policy.

### Operative Clause

Vodacom Insurance Company (RF) Limited (The Insurer) agrees to provide insurance in terms of this Policy during any period of insurance for which it accepts a premium. The Insurer appoints Finrite Administrators (Pty) Ltd (the Administrator) to handle all policy related queries, administration and claims.

### Definitions

1. **“Accident”** means known and identifiable unintended sudden and unforeseen event. “Accidental” has the corresponding meaning.
2. **“Accidental Damage”** means physical damage or destruction of the Device caused by an Accident.
3. **“Device”** means the Cellphone or Laptop & Tablet identified via the International Mobile Equipment Identity number or via the serial number, which is used by the Authorised User and specified as the item insured under this Policy.
4. **“Authorised User”** refers to the person nominated by You to use the Device insured under this Policy.
5. **“Contract Subscriber”** means a Vodacom customer who has entered into a Subscriber Agreement with Vodacom.
6. **“Cooling-off period”** means the period of 30 (thirty) days from inception of this Policy during which you are entitled to cancel this insurance Policy, by sending Us written cancellation notice or by phoning Us at 082 1952.
7. **“Loss”** means the sudden and unforeseen physical loss of the Device. “Lost” has the corresponding meaning.
8. **“Maximum Limit of Indemnity”** means the maximum amount that We will pay out which will be determined by Your Premium Band and will not be greater than the Sum Insured as defined, at the time of Loss, Theft or Accidental Damage.
9. **“Policy”** means this agreement between You and Vodacom Insurance Company (RF) Limited, together with the schedule hereto.
10. **“Policyholder”, “You”, “Your”** is the person in whose name the Policy is issued.
11. **“Premium Band”** is determined by the retail price of the Device inclusive of VAT at the time of inception of this Policy and defines the premium payable under this Policy.
12. **“Good-As-New Device”** means a device that has been refurbished, tested and restored to full working condition.
13. **“SIM Card”** means the SIM Card encoded with the cellular telephone number issued in terms of the Vodacom Subscriber Agreement.
14. **“Subscriber Agreement”** means the contract entered into between You and Vodacom pursuant to which Your SIM Card is activated by Vodacom and Your Device is enabled on the Vodacom cellular telecommunications service and any related services on the Vodacom network.
15. **“Sum Insured”** means the retail price of the Device inclusive of VAT at the time of Loss, Theft or Accidental Damage.
16. **“Theft”** or **“Stolen”** means the unlawful act of taking possession of the Device with the intention of permanently depriving the Customer of that Device.
17. **“Unauthorised Usage”** means charges for SMS, calls or data incurred as a direct result of Loss or Theft of Your Device.
18. **“Vodacom”** means Vodacom (Pty) Ltd
19. **“We”, “Us”** refers to the insurer, Vodacom Insurance Company (RF) Limited or the administrator, Finrite Administrators (Pty) Ltd, as applicable.

Vodacom Device Insurance is a monthly renewable insurance Policy that provides cover against Accidental Damage, Theft or Loss of the insured Device.

**IT IS VERY IMPORTANT TO NOTE THAT:**

**YOUR CLAIM WILL NOT BE PAID IF THE VODACOM SIM CARD ISSUED IN TERMS OF THE SUBSCRIBER AGREEMENT IS NOT IN USE WITH THE INSURED DEVICE AT THE TIME OF DAMAGE, THEFT OR LOSS.**

**What are you covered for**

There are different cover options under Device Cover. Please note that the product terms and conditions are limited to the cover options that you have selected.

1. **Accidental Damage** - Applicable to the insured Device.
  - a. If Your Device can be repaired we will pay the costs reasonably incurred to restore it to the condition it was in immediately before the Accidental Damage occurred.
  - b. If Your Device is beyond economic repair (as determined by an authorised Vodacom repair centre), We will replace Your Device with a new device of the same or similar type or a Good-As-New Device of the same type, subject to the Maximum Limit of Indemnity.
  - c. You will not be able to claim under this benefit option if You are unable to provide us with the damaged Device.
  
2. **Comprehensive Cellphone Insurance** – Applicable to the insured Device, specifically in respect of a cellular phone.
  - a. This benefit option covers you with Accidental Damage as indicated above and it also covers you for instances of theft and loss.
  - b. If your Cellphone is lost or stolen We will replace Your Device with a new device of the same or similar type or a Good-As-New Device of the same type, subject to the Maximum Limit of Indemnity.
  - c. We will not replace Your Cellphone with more expensive model if Your model is still available.
  - d. Whilst it is not a condition for cover We encourage You to manage Your damage risk by making use of a cellular phone screen protector and a cellular phone cover to help protect your cellphone. In some instance, at Our discretion, We may supply such a screen cover and cellphone cover for this purpose.
  
3. **Comprehensive Laptop & Tablet Insurance** - Applicable to the insured Device, specifically relating to a laptop, tablet or other portable device.
  - a. This benefit option covers you with Accidental Damage as indicated above and it also covers you for instances of theft and loss.
  - b. If Your laptop, tablet or portable device is lost or stolen We will replace Your Device with a new device of the same or similar type or a Good-As-New Device of the same type, subject to the Maximum Limit of Indemnity.

**4. Summary of Benefit Options and Cover:**

	Cover Options		
	Accidental Damage Insurance	Comprehensive Cellphone Insurance	Comprehensive Laptop and Tablet Insurance
Accidental Damage	Yes	Yes	Yes
Theft	No	Yes	Yes
Loss	No	Yes	Yes

- As an added benefit You will be covered for world-wide trips for up to 30 days per trip travelling abroad, as long as Your Device is in use with Vodacom SIM issued in terms of the Subscriber Agreement. You will need to activate roaming in order to enjoy this benefit.
- In the event of a successful claim, We will repair or replace your Device at our option. We will not pay out a cash settlement.

**What are you not covered for**

1. **Theft, Loss or Damage while Your insured Device is being used with any other SIM Card which was not issued in terms of the Subscriber Agreement.**
2. **Any claim where there was no usage on the Vodacom SIM Card issued in terms of the Subscriber Agreement that is used together with the insured Device, for a period of 7 (seven) days prior to date of Loss, Theft or Damage.**
3. Loss or damage resulting from political or non-political riot, strike or civil commotion, public disorder, war, terrorism or public violence or which is insurable by SASRIA (South Africa Special Risks Insurance Association).

4. Any costs of replacing, reinstating or making good wear and tear, gradual deterioration, scratching of outer casings, aerials or keypads.
5. Loss, damage or failure of batteries, other than when they are Stolen or lost together with the insured Device listed on application form.
6. Any consequential loss or damage.
7. Any claim arising from abuse, misuse or neglect of the insured Device.
8. Loss, damage or failure for which the manufacturer or supplier is liable, or which is covered by a current maintenance contract or warranty.
9. Loss of, damage to or corruption of data as a result of electronically conveyed viruses or defects in design or manufacture.
10. Loss of data, personalised ringtones or graphics, downloaded material and apps or software.
11. Any claim in respect of any additional equipment or accessories , including but not restricted to carrying cases, battery chargers, hands-free kit, external antennae or car kits.
12. Theft or Loss of the insured Device that was not reported to the police within 48 (forty-eight) hours after it was Stolen or Lost.

## How to Claim

- If the insured Device is Lost, Stolen or damaged You must report the claim to Us as soon as possible after discovery of the Loss, and within 30 (thirty) days of the claim event occurring.
- In the event that Your Device is Stolen or Lost You MUST:
  - Report this to the South African Police Services and obtain a case number;
  - In the event of cellphones, laptops or tablets, block the SIM Card listed on the Policy by phoning 082 111.
  - In the event of cellphones, laptops or tablets, blacklist the Device and obtain an I.T.C. reference number by phoning 082 111.
- Obtain a claim form by phoning 082 1952 or by visiting your nearest Vodacom dealer. A claim form must be completed and sent to Us within 30 (thirty) days of the claim occurring, containing all the necessary information as indicated above.
- You must submit the completed claims form to [CorporateClaims@finrite.co.za](mailto:CorporateClaims@finrite.co.za)
- You must give all reasonable assistance in the recovery of the Lost or Stolen Device and identification thereof.
- If We paid Your claim in respect of a Lost or Stolen Device, and Your Device is recovered, the recovered Device becomes Our property. If You are given a replacement device in respect of a Device which is beyond economical repair, the damaged Device becomes Our property and must be handed to the Vodacom dealer that provided Your replacement device.
- We must be in possession of the damaged Device in the case of Accidental Damage claims.
- In the event of Your claim being the subject of a dispute or is rejected by Us You may make representation to Us using the following email address: [escalations.deviceinsurance@vodacom.co.za](mailto:escalations.deviceinsurance@vodacom.co.za). If You are still dissatisfied with the outcome of Your claim, You are entitled to approach the Short Term Insurance Ombudsman at:
  - Telephone: 011 726 8900
  - Fax: 011 726 5501/011 674 0951
  - E-mail info@osti.co.za
- You have 90 (ninety) days from the date of receipt of the notice of rejection or dispute from Us to lodge such representation. In the event of a dispute being unresolved You must take legal action by way of summons against Us within 180 (one-hundred-and-eighty) days after expiry of the initial 90 (ninety) day period, failing which You will forfeit Your claim and no liability can arise in terms of such a claim.
- Should You fail to collect a Device which has been repaired or replaced within 60 (sixty) days from date of Loss, You will forfeit the claim and the Device will be sold or returned to stock to defray expenses.
- If Your premiums in respect of this Policy are in arrears all outstanding premiums must be paid in order for Us to assess a claim.
- NOTE: If We replace Your Device, We may either issue a new device of the same or similar type or We may issue a Good-As-New Device of the same type.

## Excess payable by You when claiming

- The excess: The excess is the first amount payable by You and is set out below.
- Your basic excess depends on whether Your Device is repaired, replaced with a Good-As-New Device<sup>1</sup> or replaced with a new device as follows:

Claim	All Products	
	Excess payable by You	
	Repair/Replace with a Good-As-New Device <sup>1</sup>	Replace with a new Device
First claim by the Authorised User in 12 months	R150	10% of Replacement Cost OR R300 (whichever is higher)
Second claim by the Authorised User in 12 months	R300	15% of Replacement Cost OR R750 (whichever is higher)
Third or more claims by the Authorised User in 12 months	R300	20% of Replacement Cost OR R1000 (whichever is higher)

- An additional excess of R300 will be paid by You in respect of any damage, loss or theft suffered by You within 30 days of date of inception of this Policy. This excess will not be applicable if the insurance inception date coincides with Your Subscriber Agreement.
- If the replacement cost of the Device is greater than the Maximum Limit of Indemnity, You will have to pay the difference.

## What must you remember?

This Policy only covers the insured Device, used together with the Vodacom SIM Card issued in terms of the Subscriber Agreement. It is Your responsibility to let Us know in writing by emailing us at [servicing.deviceinsurance@vodacom.co.za](mailto:servicing.deviceinsurance@vodacom.co.za) or by phoning Us on 082 1952, if You are changing or upgrading Your Device insured under this Policy. In such instances this may lead to a new Policy, a change in premium and benefits and Policy terms and conditions.

## General conditions

### 1. Other insurance:

If the insured Device is covered for Theft, Loss or Accidental Damage by any other insurance Policy, We shall only be liable for a pro rata portion of the claim excluding the excess which is payable by you.

### 2. Cancellation of the Policy

- If You decide to cancel Your Policy within the 30 (thirty) day Cooling-off period, We will refund any premiums You have made. This will not apply if the insurer has already been notified of a claim.
- If You cancel Your Policy at any time after the Cooling-off period, premiums paid will not be refunded to You as You would have had the benefit of cover.
- All cancellation requests must be made in writing and emailed to [servicing.deviceinsurance@vodacom.co.za](mailto:servicing.deviceinsurance@vodacom.co.za) or by phoning Us on 082 1952.
- If Your SIM Card is barred, soft locked or disconnected by Vodacom, the cover provided by Your Policy will be suspended until such time as Vodacom reinstates Your service.
- We have the right to cancel Your Policy subject to 30 (thirty) days' notice, either in writing or telephonically.

### 3. No rights to other persons

You may not transfer any rights under this Policy to any third party.

### 4. Changes to Your Policy

We have the right to amend Your premium and terms and conditions at any time subject to 30 (thirty) days written notice.

### 5. Premiums

- Your Policy remains in force for as long as Your premiums are paid.

- In the event that Your premiums are not paid You MUST pay within 30 (thirty) days from the date the premium was due to maintain Your Policy.
- If no premium is received within that time Your Policy will be cancelled retrospectively.
- All premiums must be paid in full before any claim is investigated.
- We have the right to change Your premium at any time subject to 30 (thirty) days written notice to You.
- If Your Subscriber Agreement goes into arrears your insurance Policy will be impacted and may be terminated. Vodacom will inform You when your Subscriber Agreement goes into arrears. At such time you are required to contact Us to make alternate arrangements for premium payment.

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#### **6. Duty to safeguard Your Cellphone**

You shall at all times take reasonable steps to safeguard the insured Device(s) from Loss, Accidental Damage or Theft.

#### **7. Misrepresentation, non-disclosure or false declaration**

- Any material misrepresentation, non-disclosure or false declaration shall render the Policy as a whole, voidable from date of inception at the instance of the insurer. In such an event:
  - You will be liable to reimburse any amounts paid to You under this Policy to Us; and
  - We will not be obliged to pay any claim lodged under this Policy.
- If there are false declarations made at the time of claiming which results in fraud, all benefits under this Policy shall be forfeited and Your Policy will be cancelled with immediate effect.

Report all claims to:

**Scheme Administrator**

**Finrite Administrators (Pty) Ltd**

**Tel: 082 1952**

**Fax: 011 546 9000**

**Email: [CorporateClaims@finrite.co.za](mailto:CorporateClaims@finrite.co.za)**

**Website: [www.vodacom.co.za](http://www.vodacom.co.za)**