

SMART GADGET INSURANCE

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1. Definitions

- 1.1 "Network Provider" means the seller of cellular contracts;
- 1.2 "ARC" or "Authorised Repair Centre" - any repair outlet authorised by either the Administrator or the Network Provider to effect repairs to the Cellular Phone or Gadget;
- 1.3 "Contract Period" means the period, including any period of renewal, during which the contract with the network remains in force or effect;
- 1.4 "Gadget" means the Cellular Phone, Laptop, Tablet or handheld devices and the SIM Card used in conjunction with each other;
- 1.5 "You / Yours " means the person, company or entity that has applied for insurance and the Insurer has agreed to provide that person, company or entity with the cover;
- 1.6 "Insurer" means Guardrisk Insurance Company Limited (Registration No. 1992/001639/06);
- 1.7 "Intermediary" means the broker at which the policy was sold to the client in exchange for a commission from the Insurer.
- 1.8 "MSISDN" means the Mobile Station International Subscriber Directory Number allocated to you by your Network Provider;
- 1.9 "Unlawful Usage" means the charges debited to your account by the Network Provider arising from unauthorised use of your SIM Card which results in the loss of airtime or data following theft or loss thereof.

2. Gadget Cover

2.1 What is covered?

- 2.1.1 The Insurer agrees to cover the theft of or loss of, or damage to Your Gadget.
- 2.1.2 The Insurer shall, at its own discretion, either arrange for the repair of the Gadget by an ARC, or should the Insurer assess and determine that damage to the Gadget is beyond economic repair, a replacement Gadget of similar specification and value will be supplied to you subject to the availability of such Gadget.

2.2 Limit of Indemnity

- 2.2.1 The amount payable by the Insurer for either Loss or Damage shall not exceed the sum stated in the Policy Schedule.

2.3 Excesses

- 2.3.1 For your first claim you will pay 10% of the replacement value of the Gadget or R300 for each and every loss resulting in replacement of the Gadget, whichever is higher.
- 2.3.2 In the event of a further loss within 12 months of a previous claim also necessitating replacement of the Gadget, you will pay 10% of the replacement value or R750, whichever is higher.
- 2.3.3 In the event of three or more losses within 12 months of previous claims, necessitating replacement of the Gadget, you will pay 10% of the replacement value or R1000,

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whichever is higher.

2.3.4 In addition to the aforementioned amounts, You shall be liable for additional excess payments should the loss occur:

2.3.4.1 within 30 days of inception of this Insurance- R600

2.3.4.2 after 30 days but within 60 days of inception of this Insurance- R300

2.3.4.3 Liquid Damage-R500

2.4 Specific Exclusions

The Insurer shall not be liable for:

2.4.1 The cost of repairing or replacing any damaged external casings or cosmetic fittings;

2.4.2 Theft of the Gadget from the person of the user unless involving force or the threat thereof;

2.4.3 Consequential loss or consequential damage of any description;

2.4.5 The cost of repairs and/or maintenance carried out by anyone other than an ARC;

2.4.6 Repair or replacement arising as a result of negligent use or wilful abuse or misuse;

2.4.7 Any amount recoverable under any guarantee, warranty or other insurance;

2.5 Specific Conditions

2.5.1 In the event of the Gadget being lost, stolen or damaged, You must immediately notify your Network Provider to initiate the temporary deactivation of MSISDN number related to such SIM Card.

2.5.2 In the event of the Gadget being lost or stolen, You must report the loss or theft of the Gadget to the Network Provider within 24 hours and complete a blacklisting form. Once an ITC Reference Number has been allocated, You 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 Insurer.

2.5.3 It is to be specifically noted no Police Case Number will be provided without an ITC reference number.

3. Airtime and Data Cover

3.1 What is covered?

The Insurer will compensate You for charges debited to Your account with the Network Provider arising from Unlawful Usage of the SIM Card during the period of insurance.

3.2 Limit of Indemnity

The amount payable by the Insurer in respect of any one claim shall not exceed R2000.

3.3 Excess

No excess applies for this benefit

3.4 Specific Exclusion

The Insurer shall not be liable for any Unlawful Usage incurred prior to reporting the theft or loss of the SIM Card to the Network Provider's help line.

3.5 Specific Conditions

3.5.1 You must report the claim within twenty four hours of the loss. In the event the claim is not reported within the aforementioned time period, the claim will be deemed to have become time barred.

3.5.2 In the event of the Gadget being lost, stolen or damaged, You must submit a completed claim form to the Insurer within a period of 30 days from the date of the incident. Should the claim form not be submitted within the aforesaid period, all benefits in terms of this insurance will be forfeited for the respective claim.

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4. Accidental Death, Disability and Retrenchment Cover

4.1 What is covered?

The Insurer shall pay the balance outstanding on Your contract with the Network Provider upon Your death, permanent disability or involuntary retrenchment.

4.2 Limit of Indemnity

The amount payable by the Insurer in respect of any one claim shall not exceed R4 000.

4.3 Excess

No excess applies for this benefit

4.4 Specific Exclusions

4.4.1 The Insurer shall not be liable for any claim in respect of the **death** directly or indirectly resulting from:

- I. Your participation in hazardous pursuits;
- II. Your participation in a criminal act;
- III. Suicide or self-inflicted injuries within 2 years of the commencement date;
- IV. Any pre-existing condition that You were aware of at start date or condition for which You refused treatment recommended by Your doctor 12 months before Commencement date;

4.4.2 The Insurer shall not be liable for any claim in respect of the **permanent disability** directly or indirectly resulting from:

- I. Your suicide or self-inflicted injuries within 2 years of the commencement date;
- II. Any condition You had at or prior to the commencement date;
- III. Any pre-existing condition that you were aware of at the commencement date or any condition for which you had refused treatment recommended by your doctor 12 months before commencement date;
- IV. Any refusal of medical treatment recommended by your own medical practitioner;
- V. Any instance where You have violated the law.

4.4.3 The Insurer shall not be liable for any claim in respect of the **retrenchment** directly or indirectly resulting from:

- I. You being aware of impending retrenchment at or prior to the commencement date;
- II. You resigning or accepting voluntary retrenchment from Your employer;
- III. You losing Your job due to any sickness, disease, injury or medical condition;
- IV. You lose Your job as a result of:
 - a. Casual or temporary contract expiring;
 - b. Being locked out in an illegal strike;
 - c. Nationalisation or other government action;
 - d. Fraud, dishonesty, misconduct, written warnings or similar acts;

4.5 Specific Conditions

4.5.1 In the event of death, Your next of kin, family or estate must report Your death to the Insurer and a copy of Your Identity Document, Death Certificate and Letter of Authority and/or Executorship must be submitted to the Insurer together with a completed claim form.

4.5.2 In the event of your permanent disability You must submit a letter from a medical practitioner indicating You are permanently disabled and will not be able to continue working, to the Insurer together with a completed claim form.

4.5.3 In the event of Your retrenchment, You must submit a letter from Your employer confirming details of the retrenchment to the Insurer together with a completed claim form.

4.5.4 In the event of Your Death, Disability or Retrenchment a completed claim form must be submitted to the Insurer within a period of 30 (thirty) days from the date of the incident.

4.5.5 Should the claim form not be submitted within the aforesaid period, all benefits in terms of this insurance will be forfeited for the respective claim.

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5. Liquid Damage

5.1 What is covered?

The insurer shall indemnify You with a replacement Gadget or the full present value of the Gadget in the event that the Gadget is accidentally damaged by any liquid

5.2 Limit of Indemnity

The amount payable by You for either Loss or Damage shall not exceed the sum stated in the Policy Schedule.

5.3 Excess

The excess payable will be in accordance with section 2.3 of this Policy Schedule

5.4 Specific Exclusions

5.4.1 The insurer will not cover liquid damage that occurs during Your participation in hazardous pursuits or watersports.

5.4.2 This benefit will not be payable to You should they be employed in any leisure industry

6. Premium Reduction Benefit

6.1 With this unique benefit, you have the opportunity to trade in your old Gadget for a discount on your current premiums.

6.2 Specific Conditions

6.2.1 The market value of your Gadget will be assessed by an accredited provider at your cost

6.2.2 The Insurer reserves the right to assess the validity of the value assessment

6.2.3 The Insurer will not accept any Gadgets that have been assessed at a value lower than R2000.

7. General Conditions (Applicable to all Sections)

7.1 Cancellation

7.1.1 The Insurer shall be entitled to cancel this insurance by giving 30 (thirty) days written notice to yourself.

7.1.2 You shall be entitled to cancel this insurance by giving 30 days written notice..

7.2 Cover Termination

7.2.1 This insurance shall be deemed to have been cancelled in the event of:

I. Your death;

II. The Insurer has not received Your premiums as specified in Your policy schedule, unless as detailed in terms of the Premium Payment Condition below.

7.3 Mitigation of Loss

7.3.1 You shall take all reasonable steps and precautions to safeguard the Gadget, including but not limited to, ensuring that the Gadget is:

I. safeguarded whilst charging;

II. Not left exposed in a public place, place of recreation, office, mall or social occasion where it is vulnerable to easy removal or damage;

III. Safeguarded and locked away when not in use;

IV. Not given or lent to another party without Your express written authorisation;

V. used only for the purposes set out in the Insurer's acceptance of Your application for this insurance cover and that all security measures are adhered to;

VI. Not handled by infants or toddlers;

VII. Not visible whilst driving or stationary in a motor vehicle;

VIII. Used and maintained in accordance with the manufacturer's directions;

IX. not deliberately or negligently immersed in any liquid, powder, or soil.

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7.4 Other Insurance

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

7.5 No Rights to Other Persons

7.5.1 Nothing in this insurance shall give rights to any person other than You, unless the written consent of the Insurer has been obtained.

7.6 Claim Recovery

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

7.7 Premium Payment

7.7.1 Premiums are collected on the date specified by You, the client, and is listed in your policy schedule. The premium is collected on a monthly basis.

7.7.2 Where premium collection has been unsuccessful the Insurer will attempt to recover the full premium together with the next premium in one collection on the next debit date, such collection will amount to a double debit from the account holder's bank account. It is Your responsibility to ensure there are sufficient funds available for the debit as You will be responsible for any additional bank charges should this debit be unsuccessful.

7.7.3 In the event 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 the claim can be processed, alternatively, this premium shall be deducted from any payment due to You;

7.7.4 This insurance will be automatically cancelled when premiums for two consecutive periods of insurance are not paid and the Insurer shall make no further request for premiums from Your paying agent;

7.7.5 In the event the Insurer does not receive the first premium payable this Insurance will be void from inception.

7.7.6 The Insurance is automatically renewed for a further month every time You pay a premium;

7.8 Fraud

7.8.1 All benefits afforded in terms of this insurance in respect of any claim shall be forfeited if any such claim or part thereof under this insurance 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 insurance, or if any cover under this insurance is occasioned by your intentional conduct or that of any person acting on Your behalf or with Your connivance;

7.8.2 This insurance may be voided or cancelled at the Insurer's discretion from the date of the fraudulent conduct by you or :

- I. if any fraudulent information and/or document, whether created by You or any other party is provided to the Insurer by You or anyone acting on Your behalf or with Your connivance;
- II. If the value of any such claim is deliberately exaggerated by You or anyone acting on Your behalf, for any reason whatsoever, and whether or not the claim in itself is fraudulent.
- III. Where any benefit under this insurance is forfeited in circumstances set out in this General Condition, You shall repay to the Insurer all amounts which the Insurer may have previously settled in respect of all claims forfeited without prejudice to the Insurer's right to recover any other damages which the Insurer may have suffered as a result of the fraudulent conduct.

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7.9 Claims Appeal

7.9.1 If the Insurer declines liability for a claim made in terms of this insurance or dispute the amount of any claim under this policy, representation may be made to the Insurer within 90 days from the date of the Insurer's letter of rejection

Your representation must be submitted in writing to:

Guardrisk Insurance Company Limited

P.O. Box 786015, Sandton,

Johannesburg, 2146

Fax: +27 11 669 2792

7.9.2 Alternatively, You may contact:

The Ombudsman for Short Term Insurance

P.O.Box 32334

Braamfontein,

Johannesburg, 2017

Phone: +27 11 726 8900

Fax: +27 11 726 5501

7.9.3 Your dispute is not satisfactorily resolved in this manner, You may institute legal action against the Insurer for the enforcement of the claim by way of the service of summons against the Insurer. Summons must be served on the Insurer within 180 days of the Insurer's original letter of rejection. If this is not done, Your claim will be unenforceable against the Insurer and it will become time barred and the Insurer will no longer be liable for the claim.

7.10 Notice of Delivery

7.10.1 Any notices to be delivered by the Insurer to You (or vice versa) in terms of this insurance shall be deemed to have been delivered:

- I. Within 24 hours of the date of delivery of such notice where delivery is by email;
- II. Within 48 hours of transmission where given by fax;
- III. Within 14 days of the date of such notice where sent by pre-paid registered post including hand delivery.

7.11 Upgrades and Replacements

7.11.1 You shall be solely responsible for ensuring that the Insurer is informed of any changes to the Gadget as a result of any upgrade or replacement of the aforesaid by the Network Provider or one of its ARC

7.11.2 No Gadget will be covered which is not specified on the Policy Schedule

7.12 Limit of Cover

No cover shall be provided for any Gadget valued more than R15000.

8. General Exclusions (Applies to all Sections)

- 8.1 This insurance does not cover any loss, damage or liability, directly or indirectly caused by, related to or in consequence of 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).
- 8.2 Notwithstanding any provision of this insurance including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this

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insurance 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.

- 8.3** 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 the Insurer alleges that, by reason of this clause of this exception, loss or damage is not covered by this insurance, the burden of proving the contrary shall rest on You.

9. Claims Process

- 9.1** In addition to 2.3 above, Claims for lost, stolen or damaged devices must be lodged with the administrator within 30 days of the incident.
- 9.2** Claims will be processed provided that all required documentation have been provided to the administrator.
- 9.3** Approved claims will only be paid to you upon receipt of excess paid to the administrator.
- 9.4** In the event of 3 claims for any one calendar year, the insurer reserves the right to review your policy.