



AbsaCall Cellphone Policy

Confidential

Introduction

This policy is the contract between Absa Insurance Company Limited (“**the Company/we/us**”) and the insured (“**yourself/you**”) named in the schedule which forms part of this policy. On receipt of the payment of the premium we will provide indemnity or compensation following loss or damage occurring during the policy period, limited to the sums insured as stated in the policy schedule, subject to the provisions of this policy.

1 Cover provided

If the cellphone specified in the schedule is accidentally lost, stolen or damaged anywhere in the world, we may choose to repair or replace it. The amount payable will be the current replacement cost limited to the sum insured as stated in the policy schedule.

2 General terms and conditions

2.1 Prevention of loss

You must take reasonable care to prevent or minimize bodily injury, loss or damage and in doing so make sure that you comply with statutory requirements. You may make emergency repairs, if necessary, to prevent further loss or damage occurring following an insured event.

2.2 Observance of policy terms

Any person claiming indemnity or benefit of any kind must observe the terms, conditions and endorsements of this policy, otherwise all cover will be forfeited.

2.3 Misrepresentation

Any material misrepresentation, non-disclosure or breach of warranty of any kind will render the policy voidable.

2.4 Fraud

All benefit in respect of a claim in terms of this policy will be forfeited in the event of fraud or if fraudulent actions or means were used by you or by anyone acting on your behalf.

2.5 Dual Insurance Cover

Should the loss or damage be insured by more than one insurer, we will pay you for a proportionate share of the loss incurred and refund you a proportionate share of the premium paid at the time of loss. It is your responsibility to declare any additional insurers that may need to contribute to the loss or damage.

2.6 Proof of ownership

You may be asked to provide proof of ownership or prove your insurable interest in the property claimed for.

2.7 Time limits

If we do not accept your claim, you may appeal against our decision. You must appeal in writing within 90 (ninety) days of the date of us not accepting the claim. If your appeal is unsuccessful, you may take the matter further. However, you must start legal proceedings against us within 180 (one hundred and eighty) days of the date of your unsuccessful appeal. If you do not do so in time, you will lose your right to start legal proceedings against us. We are not liable after 12 (twelve) months from the date of the event that gives rise to a claim, unless the claim is:

- The subject of a pending court action or arbitration.
- For amounts for which you may become legally liable.

2.8 First amount payable (excess)

You will be responsible for the first amount payable as stated in the policy schedule, which may change from time to time. If any expenditure incurred by us will include the first amount payable or any part thereof, such amount will be repaid to us.

2.9 South African Special Risks Insurance Association [(“Sasria”) SOC Limited]

You are able to take Sasria cover as an additional benefit on your policy. Sasria covers you for loss or damage as a result of riot, strike, lockout, civil commotion or other similar acts that are politically motivated. This type of cover is specifically excluded under our policy and we act on behalf of Sasria in adding this extension to your policy. All terms and conditions, including claims interpretations are agreed by Sasria.

2.10 Renewal/Anniversary date

Your policy will be reviewed annually as per the specified date on your policy document. All sums insured, rates, claims and other relevant factors will be considered by us at this time in proposing terms and conditions for the next 12 (twelve) month period of cover. We will issue the policy for the next period of insurance in line with our reviewed terms. If we do not hear from you, it will be assumed that you have agreed to the terms and conditions proposed by us.

2.11 Monthly premiums

We will collect your monthly premium by debit order, payment cannot be accepted by any other method. We will collect your premium on the date selected by you. If your chosen collection date falls on a Saturday, Sunday or Public Holiday and your banking institution does not allow the collection, we will collect your premium on the next working day. You must make sure that there are sufficient funds in your bank account to pay your premium on the agreed date. If any debit order is not paid, you will be responsible for the related bank charges. If we do not receive your premium on time, you have a grace period of 31 (thirty one) days to pay it. If the premium is not collected within the grace period, your outstanding premium will be collected together with the next monthly premium due. If the debit order is unable to collect both premiums, we will cancel your policy. You are not entitled to any refund of premiums if your policy is cancelled. If you claim during the grace period, we will not consider your claim until you have paid the premium. The grace period will only apply from the second month of cover, following the inception date of the policy.

2.12 Waiver of rights

We will not request or encourage you in any manner to waive any of your rights or benefits presented by or in terms of any provision of the Financial Advisory and Intermediary Services Act, 2002 (Act No 37 of 2002), General Code of Conduct for Authorised Financial Service Providers and Representatives. Should you give up any such rights, we will not recognise, accept or act on them. Any such waiver will be null and void.

2.13 Voidance

This policy can be voided/treated as not taken up from the inception date of the policy should it be discovered that there has been any form of misrepresentation, incorrect description or non-disclosure from you or anyone acting on your behalf. All premiums collected from the inception date of the policy or from the date the misrepresentation, incorrect description or non-disclosure occurred will be refunded to you.

2.14 Cancellation

This policy may be cancelled at any time by you or by us on giving 31 (thirty one) days' notice in writing.

2.15 Jurisdiction

Any dispute regarding cover granted or a claim under this policy will be subject to the jurisdiction of the courts of the Republic of South Africa.

2.16 Notices

We reserve the right to vary any terms of this policy upon 31 (thirty) days' written notice mailed to you at your last known postal address. Such notice will be incontestably deemed to have been received by you.

2.17 Changes in risk

You are responsible to inform us of any changes in the information that was provided by you and used by us to calculate a premium. If there are any changes the risk will be reviewed. Any incorrect information may affect the validity of the policy.

2.18 Claims procedure and requirements

Where an event gives rise to or is likely to give rise to a claim, you must notify us within 30 (thirty) days of the event and provide us with:

- particulars of any other insurance covering the event;
- written details of the event;
- such proof, information and sworn declarations we may require to attend to the claim;
- promptly inform the police of any claim involving theft or loss of property and take all reasonable steps to establish the identity of the guilty party and recover the property; and
- no claim will be payable after the expiry of 12 (twelve) months from the happening of the event.

2.19 Cooling off period

All policies issued for a period exceeding 31 (thirty one) days are subject to a cooling off period. The insured has fourteen 14 (fourteen) days from receipt of a new policy contract or any variation/amendment to their existing policy contract, to cancel the policy entered into or the variation made to an existing policy. Upon cancellation, if no claims or benefits have been paid by the insurer, they will refund all premiums collected for the new policy or the additional premium charged for the variations made to the policy.

2.20 Criminal Activities, Money Laundering, Terrorist Financing, Sanctions and Prohibited Business Activities

Absa Insurance Company Limited ("AIC") as part of Absa Group must comply with national and international laws, regulations, policies, rules and requirements to prevent criminal activities, money laundering and terrorist financing, sanctions and prohibited business activity laws and rules violations. AIC must therefore check all information from and about you and related parties and monitor, verify, process and screen your and related party information, instructions and transactions on an ongoing basis. AIC holds the right to cancel your policy as noted in the applicable regulations. AIC is not responsible for any losses or damages that you may suffer because of these checks or by Absa ending the relationship. This includes any loss of profits or savings that you would otherwise have expected to make.

2.21 Privacy notice

How we treat your personal information

We collect and process your personal information to enable us to provide you with products and services, among other things and we may share it with:

- the Absa Group, its service providers and other third parties to comply with our regulatory obligations;
- any party to whom we assign our rights under this Agreement or any of our agreements for products and services; and
- credit bureaus where credit products are applied for by you.

All the personal information we share is subject to our privacy and security requirements and we are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe your privacy rights. We may make automated decisions based on your personal information and should you be unhappy with the outcome, please feel free to contact us. We will notify you if we intend using your personal data for other purposes.

We will keep your personal information only for as long as the law requires us to. After this time, we will securely destroy or de-identify this information.

You have the right to ask us for access to your personal information and to instruct us to amend and/or delete any personal information or to object to us processing your personal information. You can also let us know if you want us to stop or to limit how we use your personal information.

If you do not agree with how we use your personal information, please lodge a complaint at actionline@absa.co.za

Please read these terms and conditions in conjunction with our detailed Privacy Statement which you can access on absa.co.za

3 Specific exclusions

3.1 We will not cover:

- Property insured lost from an unattended vehicle, unless the property was concealed in a locked boot or compartment forming part of a locked vehicle and there is violent and forcible entry into the vehicle.
- A loss related to wear and tear or depreciation.
- Electrical or mechanical breakdown not accompanied by other damage.
- Loss or damage that is not sudden and unforeseen.
- Loss or damage caused by:
 - war and warlike activities, for example invasion, acts of foreign enemies and civil war;
 - any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976;

- terrorism, including the use of violence or threat of violence for political, religious, personal or ideological reasons;
- activities intended to overthrow the government or any local or tribal authority;
- military might (for example martial law, mutiny, military uprising, revolution, including protests, rebellion, civil disobedience and inciting fear in the public);
- civil disturbances [for example riots, strikes, lockouts (whether legal or not)]; or
- the acts of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any activities referred to in the general exclusions above.

These claims can be covered in terms of the Sasria policy attached to this policy if chosen by the insured.

- Loss or damage as a result of mechanical, electrical, electronic breakdown, failure or defect.
- Loss or damage as a result of legal confiscation or detention.
- Loss or damage, if any information supplied at any time is corrupt, dishonest, misrepresented, fraudulent or any combination of these.

This includes information supplied by you or anyone acting on your behalf and/or applicable to any instance that you have any knowledge of. Any amounts already paid to you can be recovered by us should any of these be discovered.

- More than the amount stated in the sum insured in the schedule.
- Loss or damage from any pre-existing incident prior to the inception of the policy.
- Loss or damage caused:
 - by gradually operating causes;
 - during any process of cleaning or servicing;
 - by confiscating or detention by any process of law; and
 - as a result of consequential loss or damage of any kind.

3.2 Cyber loss

- This insurance policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - any loss of, alteration of, damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to point 2 hereunder; and
 - any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- Subject to all terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property where such physical damage is directly caused by or arising from any of the perils covered under the sections specified under this policy.

Definitions

- **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.