
AbsaCall Cellphone Policy

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.

PREMIUM PAYMENTS

The premium must be paid within 15 days of the inception or renewal date, otherwise the policy will be cancelled from midnight on the day before the premium was due. If this policy is a monthly policy the 15 day period of grace will only apply from the second month of insurance.

1 COVER PROVIDED

If the cellphone specified in the schedule is accidentally lost, stolen or damaged we will pay for, or 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 TERRITORIAL LIMITS

Worldwide.

3 SPECIFIC EXCLUSIONS

We will not pay for :

- 3.1 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.
- 3.2 Wear and tear or depreciation.
- 3.3 Electrical or mechanical breakdown not accompanied by other damage.
- 3.4 Loss or damage caused –
 - 3.4.1 by gradually operating causes;
 - 3.4.2 during any process of cleaning, dyeing or renovating;
 - 3.4.3 by confiscating or detention by any process of law.
 - 3.4.4 consequential loss or damage of any kind;
 - 3.4.5 by 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 above;
 - 3.4.6 by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 3.4.7 by 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;
 - 3.4.8 by insurrection, rebellion or revolution;

4 FIRST AMOUNT PAYABLE (EXCESS)

You shall 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 shall include the first amount payable or any part thereof, such amount shall be repaid to us.

5 SASRIA (IF STATED IN THE SCHEDULE)

SASRIA Limited provides cover for damage to your property in the Republic of South Africa caused by any person or group of people taking part in a riot, strike, lock-out, civil commotion or committing an act which has a political, social or economic aim. The policy schedule states whether cover has been purchased on your behalf.

6 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 days of the event and provide us with –

- 6.1 particulars of any other insurance covering the event;
- 6.2 written details of the event;
- 6.3 such proof, information and sworn declarations we may require to attend to the claim.
- 6.4 immediately 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 to recover the property.
- 6.5 no claim will be payable after the expiry of twelve months from the happening of the event.

7 GENERAL TERMS AND CONDITIONS

7.1 Duty to prevent loss

You must take all reasonable precautions to prevent loss or damage.

- 7.2 **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.
- 7.3 **Misrepresentation**
Any material misrepresentation, non-disclosure or breach of warranty of any kind shall render the policy voidable.
- 7.4 **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.
- 7.5 **Other insurance**
We will only pay our appropriate proportion of any loss if any other insurance exists.
- 7.6 **Time limit**
If we disclaim liability for any claim made or to be made under this policy, we will be relieved of all liability unless the claim is the subject of legal proceedings which must commence within 30 days of such disclaimer.
- 7.7 **Cancellation**
This policy may be cancelled at any time by you or by us on giving 30 days notice in writing.
- 7.8 **Jurisdiction**
Any dispute regarding cover granted or a claim under this policy shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 7.9 **Notices**
We reserve the right to vary any terms of this policy upon 30 days written notice mailed to you at your last known postal address. Such notice shall be incontestably deemed to have been received by you.
- 7.10 **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.