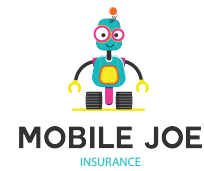


# MOBILE JOE DEVICE POLICY WORDING



## Description of cover

In return for paying your premium, Constantia Insurance Company Limited (your Insurer) will cover the mobile device listed on your Schedule against unforeseen loss or physical accidental damage.

## Conditions of insurance

This insurance is only available for items purchased from an authorized retailer.

## Period of insurance

Cover is provided for the month in which the premium is paid. In order to have continuous cover and a valid claim, you must pay your premiums every month or annually in advance to the insurer.

## The insured value (Sum Insured)

The insured value of the mobile device is detailed on the Schedule. This is the maximum value that the Insurer will pay in the event of a loss, less the first amount payable and any dual insurance, betterment or depreciation. The Insurer retains the right to settle any claim based on the cost of repairs, replacement or cash settlement at their discretion.

## In the event that a cellphone:

- Can be repaired, the Insurer will pay the costs reasonably incurred to restore it to its state of serviceability immediately before the damage.
- Is replaced by the Insurer, the Insurer agrees to provide a replacement mobile device of the same or similar type but not superior to, or more expensive than the existing cellphone. At all times you must take reasonable steps to safeguard the mobile device from loss, damage or theft and any repairs to the device must be carried out by a repairer authorised by the Insurer or their agents.

## This policy does NOT cover the following:

- The costs of replacing, reinstating or making good wear and tear, gradual deterioration, scratching or other superficial damage to outer casings, aerials, keypads, batteries, accessories, or peripheral devices.
- Any failure of electronic circuitry or batteries and any damage arising from such.
- Any issues relating to software and any damage arising from software including malicious software such as electronic viruses.
- Any loss or damage resulting from carelessness or negligence.
- Loss or damage arising from a manufacturers defect.
- Loss or damage as a result of wilful conduct or recklessness
- Consequential loss of any kind whatsoever.

## First amount payable in the event of a claim:

In the event of a valid claim under the terms of this policy, there is a first amount payable.

**In the case of any claim submitted within the first sixty days (60) of cover, a penalty excess of 20% of the cost of the claim will be applied in addition to the first amount payable stated below.**

- In the case of the first replacement within a 12-month period, there is a first amount payable of 10% of the cost of the claim with a minimum of R300. Should a second replacement claim be submitted within 12 months of the first claim, the first amount payable will be calculated as 20% of the cost of the claim minimum R500. For further claims within a 12-month period of the first claim, the first amount payable will be calculated as 40% of the cost of the claim.
- In the case of the first repair within a 12-month period, there is a first amount payable of R200. Should a second repair claim be submitted within 12 months of the first claim, the first amount payable is R 500. For further claims within a 12-month period of the first claim, the first amount payable will be R 1 000

## Claims procedures, requirements and conditions

The Insurer has appointed Administration Plus (Pty) Ltd to act on the Insurers behalf in the management of all matters relating to this policy. In the event of a claim in terms of this policy, the following steps must be taken:

- The claim must be submitted to [claims@adminplus.co.za](mailto:claims@adminplus.co.za) as soon as reasonably possible after the loss or damage.
- All relevant information and details of the claim must be supplied within thirty (30) days of reporting the loss.
- Following a loss or theft of the device covered under this policy, the incident must be reported to the relevant service providers and the device must be blacklisted with your network provider. Failure to blacklist a stolen or lost device may lead to the claim being rejected. In the event of theft or loss, the loss must be reported to the South African Police Services within 48 hours, or to the relevant foreign authorities in the case of travel abroad. Documentary evidence of a police reference number must be obtained and submitted along with the completed claim form.
- All reasonable assistance in the recovery of the lost or stolen device or any part thereof and identification thereof if called on to do so by Administration Plus (Pty) Ltd. Should there be a failure to give such assistance in terms of this condition, the Insurer will be entitled to recover all amounts paid in respect of the claim.
- Any damaged or stolen and recovered device that is replaced under the terms of this policy becomes the property of the Insurer and can be disposed of in any manner the Insurer considers appropriate. This however does not concede the right to abandon any property to the Insurer whether taken possession of by the Insurer or not.
- In the settling of any claim, the Insurer can take over the handling of the claim and the prosecution of any criminal action in connection with the loss or damage.

If Administration Plus (Pty) Ltd reject a claim or dispute the amount of any claim made under this policy, the Insurer will be relieved of any liability unless representations are made to the to the company in respect of the decision within a period stipulated by law and the Policyholder Protection Rules as amended from time to time, failing which the claim is forfeited and no liability can arise in terms of such claim.

## Conditions of cover

You will not be covered under this policy unless the premiums are paid and up to date, all credit agreements must be up to date.

## Cancelling of Cover

- i. This policy may be cancelled at any time by either party giving thirty (30) days notice in writing.
- ii. In the event that 3 or more claims are lodged against this policy in any 12 month period your insurer may at its discretion give thirty (30) days notice due to adverse claims experience.

## Dual Insurance

If at time of loss or damage to the mobile device there is any other insurance policy covering the same mobile device against the same event, then we shall not be liable to pay more than our rateable portion of the claim.

## Fraud or any attempt thereat

If you or anyone acting for you

- Makes a false or exaggerated claim
- Makes a false statement to support a claim
- Sends your Insurer a forged or false document to support a claim
- Makes a claim under the policy for any loss or damage caused by a deliberate act

## Your Insurer WILL

- Not pay the claim
- Not pay any future claim
- Declare the policy void
- Be entitled to recovery from you the amount of any claim already paid by us
- Report the fraudulent claim to the police

Any misrepresentation or incorrect information can prejudice you in the event of a claim.