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## Cellphone Terms & Conditions



always there always a pleasure

# Cellphone

## Terms & Conditions

You can't imagine your life without your cellphone, and you'll never have to when you take out Cellphone insurance.

This Cellphone policy covers you if your phone is lost or damaged. There's no lengthy paperwork, no unexpected financial surprises, and no worries. With one phone call you can take out cover or submit a claim – so you can stay in touch, no matter what.

### What the Cellphone policy covers

With this policy, you are insured against most kinds of cellphone damage or loss – anywhere in the world!

You are covered for:

- theft;
- smash and grab;
- accidental loss;
- accidental damage; and
- even water damage!

### How do my payments work?

Your Cellphone policy gives you monthly cover and your premium is deducted in advance on the date stated on your schedule. If in the month following the activation of your policy (and onwards) we do not receive your premium on the due deduction date, you will be allowed a 15-day period of grace in which to pay your premium. If we still do not receive your premium after these 15 days, you will not have cover for that month.

### Premium obligations

- For your premium obligations, refer to the paragraph headed "Payment details" on your schedule. This will give you details regarding the premium payable, the manner of payment of premiums and the due date for payment of your premiums. Your policy will only commence upon receipt of the first premium.
- Please take note that we agreed to collect the monthly payment for your policy by debit order. Your debit order will be deducted on the agreed upon date. We reserve the right to deduct the premium on an alternative date in an attempt to ensure cover. Should this date fall on a weekend or public holiday, the deduction will be made either on the last working day prior to or the first working day after the weekend or public holiday. If we do not receive your premium on your preferred deduction date, we may attempt to collect your premium on a more suitable date in an effort to keep you covered. If payment is not received for three consecutive months, the policy will be cancelled immediately.

### Policy changes

Any change or cancellation you make will be effective from the date we agree on. Note that if we need to change or cancel your policy, we will give you 31 days' written notice.

### How to claim

It is as easy to claim as it is to take out cover:

- Simply call the **Claims number** below.

# Your obligations

As part of the contract between you and us, there are certain obligations you, the policyholder, need to fulfil in order to ensure that your cover remains valid:

- Inform us if any of the policy details or declarations are incorrect or if any of these details or declarations change.
- Use all reasonable care and take all reasonable precautions to prevent or minimise loss of or damage to your phone.
- Report the theft to the SAPS within 48 hours if your phone was stolen.
- Call the **Administration number** below to ensure that your phone is blacklisted if it is stolen.
- Inform us of your claim within 60 days of the loss or damage.
- Provide us with any information or documents that we need from you, within 30 days.
- Ensure that your phone is not included with your cover if you also have short-term insurance with another insurer (if this happens and your claim is also covered by a policy you have with another insurer, we will only indemnify you for our portion).
- Pay your excess when you claim – this amount is stated on your schedule.

# Disputed claims

After we inform you of our decision on a claim, we will allow you 90 days to make representations to us about our decision. If you do not comply with this time limit, we will not reconsider the disputed claim. If we do receive representations, the decision will then be reviewed and the outcome communicated to you.

If, after review, we do not indemnify you for a claim or any part of it and you wish to challenge our decision, you must serve legal process on us within six months, calculated from the expiry date of the 90-day period referred to above. If you do not comply with this time limit, you will be prevented from proceeding with legal process.

# Exclusions

You will not be indemnified if you do not pay your premium or do not blacklist the phone if it is lost or stolen. The following is also excluded from your cover:

- Theft from an unattended vehicle, unless the vehicle was locked.
- Loss of or damage to the battery and SIM card, unless they are stolen with your phone.
- Battery failure.
- Scratches or other superficial damage to the outer casing of your phone.
- Defects in design or manufacture.
- Erased or corrupted data.
- Any stoppage or slowing down of work, process or operation due to loss of or damage to the phone.
- Failure, breakage or rust, wear and tear, depreciation, perishing, fading, mechanical or electrical breakdown.
- Loss or damage caused by electronically conveyed viruses.
- Any loss arising from any contractual liability.
- Consequential loss or damage, except if we specifically state that it is insured.
- Loss or damage caused deliberately by you or anyone who acts on your behalf.
- Claims that are fraudulent in any way.