

# MR PRICE GROUP LIMITED

BACKCHAT CELLPHONE INSURANCE POLICY WORDING

Administered by V&A Risk Management (Pty) Limited  
VM Center, 356 Pretoria Avenue, Randburg, 2001  
Tel : 011 789 5885

Underwritten by Cellular Insurance Managers (Pty) LTD  
Block H, Metropolitan Office Park, 82 Wessels Rd, Rivonia, 2128  
Tel : 011 844 2890

## MATERIAL LOSS OR DAMAGE TO THE CELLULAR TELEPHONE

Theft or sudden and unforeseen physical loss of or damage to the CELLULAR TELEPHONE listed on the SCHEDULE during the PERIOD OF INSURANCE from any cause or event not excluded.

## SPECIFIC EXCLUSIONS

The INSURER will not indemnify the INSURED against:

- i) any costs of replacing, reinstating or making good wear and tear, gradual deterioration, scratching or other superficial damage to outer casings, aeriels or keypads.
- ii) loss or damage during the hire or loan of the CELLULAR TELEPHONE listed on the SCHEDULE to a Third Party, or where the CELLULAR TELEPHONE listed on the SCHEDULE is given to another person for short term or long term use.
- iii) loss of or damage to the CELLULAR TELEPHONE listed on the SCHEDULE resulting from Theft or any attempt thereof from any unattended vehicle, unless contained in a locked compartment or boot.
- iv) loss or damage to batteries, other than when they are stolen or lost together with the CELLULAR TELEPHONE listed on the SCHEDULE.
- v) consequential loss of any kind whatsoever.
- vi) loss of or damage to accessories or carkits.
- vii) loss or theft arising from or contributed to by any gross negligence or willful conduct on the part of the INSURED.
- viii) loss or damage arising from a manufacturing defect which is normally covered by the manufacturers warranty.
- ix) loss or damage caused by electronically conveyed viruses.

## LIMITS OF INDEMNITY

As stated on the SCHEDULE forming part of this policy.

## FIRST AMOUNTS PAYABLE

### TOTAL LOSS, THEFT OR BEYOND ECONOMICAL REPAIR

- i) YOU agree to bear the first R100 for each and every loss resulting in replacement of the CELLULAR TELEPHONE.
- ii) In the event of a further loss within 12 months of the first loss also necessitating replacement of the CELLULAR TELEPHONE, the first amount payable increases to R300.
- iii) In the event of a third or more losses within 12 months of the first loss also necessitating replacement of the CELLULAR TELEPHONE, the first amount payable increases to R500 per claim.

### REPAIRABLE DAMAGE OR BREAKDOWN

- i) In the event of damage resulting in repair to the CELLULAR TELEPHONE YOU agree to bear the first R100 of such repair cost.
- ii) In the event of a further loss within 12 months of the first loss also necessitating repairs to the CELLULAR TELEPHONE the first amount payable increases to R300 per claim.

### ADDITIONAL EXCESSES

- i) In the event of a claim arising from liquid damage or loss in liquid, an additional amount of R300 is payable.
- ii) An additional excess of R300 will apply to any claims occurring within 30 days of DATE OF INCEPTION as reflected on the SCHEDULE.

## SPECIFIC CONDITIONS

- i) BASIS OF INDEMNITY Subject to the LIMITS OF INDEMNITY the liability of the INSURER is limited to the cost of repairs, replacement or cash settlement at the sole option of the INSURER, as follows:-
  - a) PARTIAL DAMAGE  
Where the CELLULAR TELEPHONE can be repaired, the INSURER will pay the costs reasonably incurred to restore it to its state of serviceability immediately before the occurrence of the damage. Should such costs exceed 50% of the value of the CELLULAR TELEPHONE it will be replaced.
  - b) TOTAL LOSS  
When the CELLULAR TELEPHONE is replaced the INSURER will pay the reasonable cost of replacement with a CELLULAR TELEPHONE of the same or similar type and condition, but not superior to nor more extensive than the INSURED property when new and not exceeding the LIMIT OF INDEMNITY selected by the INSURED. Should the INSURED wish to upgrade to a more expensive CELLULAR TELEPHONE the difference in price will be for the customers account.
- ii) THE INSURED shall at all times take reasonable steps to safeguard the CELLULAR TELEPHONE from loss, damage or theft.
- iii) THE CELLULAR TELEPHONE listed on the SCHEDULE is only covered whilst being used with the Simcard encoded with the CELLULAR TELEPHONE number listed SCHEDULE.

## GENERAL EXCEPTION - SASRIA

Loss or damage resulting from political or non-political riot, strike or civil commotion, public disorder, war, invasion, terrorism or public violence or which is insurable by SASRIA (South African Special Risks Insurance Association) is excluded from this cover.

## GENERAL CONDITIONS

### i) OTHER INSURANCE

If another insurance exists covering the INSURED against the DEFINED EVENTS, the INSURER shall only be liable for a rateable proportion of the claim.

### ii) CANCELLATION OF COVER

This policy may be cancelled at any time by either party giving 30 days notice in writing.

### iii) CLAIMS

- a) Stolen or lost CELLULAR TELEPHONES must be reported within 24 hours to the South African Police Services, and or any other Police Service in any other country if the loss occurs there, and documentary evidence of a Police reference number must be obtained and given to CELLULAR INSURANCE MANAGERS (PTY) LTD together with the claim form.
- b) Claims must be reported by phone to 011 – 844 2890 as soon as practicable after discovery of the loss or damage and within 30 (thirty) days of the loss the INSURED must deliver all relevant information and details of the claim in writing with all the required supporting documentation to CELLULAR INSURANCE MANAGERS (PTY) LTD at Fax No 011 844 2934 e-mail info@cim-online.com.
- c) As soon as practicable after discovery of the loss or theft the INSURED must report such loss or theft to his SERVICE PROVIDER and arrange for the SIMCARD to be de-activated.
- d) The INSURED must give all reasonable assistance in the recovery of the lost or stolen CELLULAR TELEPHONE and identification thereof.
- e) Any damaged or stolen and recovered CELLULAR TELEPHONE which is replaced by the INSURER becomes the property of the INSURER and can be disposed of in any manner the INSURER considers appropriate.
- f) The INSURER can take over and conduct in the name of the INSURED the settlement of any claim or prosecution of any criminal action in connection with the loss or damage.
- g) Where the INSURED fails to collect the CELLULAR TELEPHONE which has been repaired or replaced within 90 (ninety) days from date of loss, the INSURED will forfeit the claim and the CELLULAR TELEPHONE sold or returned to stock to defray expenses.
- h) In the event of the INSURED'S claim being repudiated by the INSURER and the INSURED disputing such repudiation, the INSURED must take legal action by way of the service of summons against the INSURER within 180 (one hundred and eighty) days of the date of repudiation, failing which the INSURED forfeits the claim and no liability can arise in terms of such claim.

### iv) FRAUD

If any claim is in any respect fraudulent, all benefit under this POLICY shall be forfeited.

### v) NO RIGHTS TO OTHER PERSONS

Unless otherwise provided, nothing in this policy shall give any rights to any person other than the INSURED.

### vi) INCREASE IN VALUE

It is YOUR duty to notify US in writing in the event of the value of the CELLULAR TELEPHONE exceeding the LIMIT OF INDEMNITY selected or in the event of YOU changing the CELLULAR TELEPHONE insured by this policy.

### vii) UPGRADE OR CHANGE in CELLULAR TELEPHONE

It is YOUR duty and YOUR sole responsibility to notify US in writing in the event of YOU changing or upgrading the CELLULAR TELEPHONE insured by this policy.



SIGNED ON BEHALF OF C.I.M. PTY LTD BY  
J. W. DE KLERK. (MANAGING DIRECTOR)

**DISCLOSURE AND OTHER LEGAL REQUIREMENTS**

(This Notice does not form part of the Insurance Contract nor any other document)

**As a short term insurance policyholder, or prospective policyholder, you have the right to the following information**

<b>1. YOUR INTERMEDIARY</b>			
<b>Company name:</b>	Mr. Price Group Limited		
<b>Physical Address:</b>	65 Masabalala Yengwa Avenue (Formerly NMR Avenue), Durban, 4001	<b>Postal Address:</b>	PO Box, 912, Durban, 4000
<b>Telephone Number:</b>	031 310 8000	<b>Facsimile Number:</b>	031 304 3725
We have a written mandate to act as Intermediary on behalf of the Insurer			
Mr. Price Group Limited has Professional Indemnity Insurance Cover in force			
Mr. Price Group Limited is in possession of the required written agreement to act as an intermediary of Cellular Insurance Managers (PTY) LTD			
Statutory commission is paid by Cellular Insurance Managers (PTY) LTD up to 20%			
Financial Advisory and Intermediary Services (FAIS) Registration Number is 16949			
Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, Mr. Price Group Limited accepts responsibility for the lawful actions of their Representatives (as defined in the Financial Advisory and Intermediary Services Act) in rendering financial services within the course and scope of their employment.			
<b>Claims Procedure:</b>	Completed claims forms and all required documents to be submitted to V and A Risk Management, 356 Pretoria Avenue, Randburg, 2194		
<b>Complaints Procedure:</b>	Complaints relating to any advice given to you by your intermediary may be notified in writing to: V and A Risk Management: complaints@varisk.co.za		
<b>Compliance Officer:</b>	Not applicable		
<b>Policy Wording:</b>	A copy of the policy wording can be obtained from V and A Risk Management (PTY) LTD or from the insurer, Cellular Insurance Managers (PTY) LTD		
<b>2. DETAILS OF THE ADMINISTRATOR</b>			
<b>Company name:</b>	V and A Risk Management (Pty) Limited Registration number 2009/016248/07 is mandated by Cellular Insurance Managers (PTY) LTD to act as an administrator for all financial products that are sold to clients on its behalf.		
<b>Physical Address:</b>	356 Pretoria Avenue, Randburg, 2194	<b>Postal Address:</b>	356 Pretoria Ave, Randburg, 2194
<b>Telephone Number:</b>	011 789 5885	<b>Facsimile Number:</b>	086 525 1785
<b>FAIS Registration:</b>	V and A Risk Management (Pty) Limited is a juristic representative of ISS Ltd in terms of FAIS Act, FSP No. 19015		
<b>Claims Procedure:</b>	Completed claims forms and all required documents to be submitted to V and A Risk Management, 356 Pretoria Avenue, Randburg, 2194		
<b>Compliance Officer:</b>	Not applicable		
<b>3. DETAILS ABOUT THE PRODUCT SUPPLIER</b>			
<b>Company name:</b>	Cellular Insurance Managers (PTY) LTD Registration No. 2000/006417/07		
<b>Physical Address:</b>	Block H, Metropolitan Office Park, 82 Wessels Rd, Rivonia	<b>Postal Address:</b>	P O Box 2537, Rivonia, 2128
<b>Telephone Number:</b>	011 844 2890	<b>Facsimile Number:</b>	011 844 2934
<b>FAIS Registration:</b>	Cellular Insurance Managers (PTY) LTD is an authorised financial services provider in terms of the FAIS Act, FSP No.16949		
<b>Compliance Officer:</b>	C. van der Walt		
<b>Type of Policy:</b>	Mr Price Group Ltd Cellphone Insurance Policy		
<b>4. PREMIUMS</b>			
(DETAILS OF THE PREMIUMS PAYABLE)			
<b>Due Date of Payment:</b>	Your monthly premium will form part of your monthly account with Mr. Price Group Limited		
<b>Consequence of Non-Payment:</b>	If the premium is not received as aforesaid, you have further 15 days to pay failing which the policy will be cancelled and any claim will not be covered		
<b>Method of Payment:</b>	Your monthly premium will form part of your monthly account with Mr. Price Group Limited		
<b>5. OTHER MATTERS OF IMPORTANCE</b>			
<b>i</b>	You will be informed of any material changes to the information about the intermediary and or insurer provided above.		
<b>ii</b>	If any of the information reflected above was given to you orally, this disclosure notice serves to provide you with the information in writing. Should you not be satisfied with the policy, you are entitled a period up to 30 days within which you may cancel your policy in writing at no cost. Cover will cease upon cancellation of the policy.		
<b>iii</b>	If we fail to resolve your complaint relating to an advice satisfactorily, you may submit your complaint to the <b>FAIS Ombudsman</b> at P.O. Box 74571 Lynwood Ridge 0040 or any other complaint to the Ombudsman of the Short Term Insurance.		
<b>iv</b>	You will always be given a reason for the repudiation of your claim.		
<b>v</b>	If the insurer wishes to cancel your policy, this will be done in writing, to your last known address.		
<b>vi</b>	You will always be entitled to a copy of your policy at no extra charge.		
<b>6. WARNING</b>			
<b>i</b>	Do not sign any blank or partially completed application form.		
<b>ii</b>	Complete all forms in ink.		
<b>iii</b>	Keep notes of what is said to you and all documents handed to you.		
<b>iv</b>	Don't be pressurised to buy the product.		
<b>v</b>	If you fail to disclose facts relevant to your insurance, this may influence the assessment of a claim by the insurer.		
For complaints on claims that are not satisfactory resolved by the product supplier contact:		For complaints to the intermediary or insurer that are not resolved to your satisfaction, please contact:	
<b>7. PARTICULARS OF THE SHORT TERM INSURANCE OMBUDSMAN</b>		<b>8. PARTICULARS OF THE REGISTRAR OF SHORT TERM INSURANCE</b>	
<b>Postal Address:</b>	Po Box 32334 Braamfontein, 2017	<b>Postal Address:</b>	Financial Services Board PO Box 35655, Menlo Park, 0102
<b>Telephone Number:</b>	011 726 8900	<b>Telephone Number:</b>	012 428 8000
<b>Facsimile Number:</b>	011 726 5501	<b>Facsimile Number:</b>	012 347 0221