



Cell C Device Insurance

Policy Wording

Accidental damage



Hollard.

hollard.co.za | (011) 351 5000

Underwritten by The Hollard Insurance Company Limited (Reg. No. 1952/003004/06), a Licensed Non-Life Insurer and an authorised Financial Services Provider
Cell C is a Juristic Representative of Worldwide Advisory Services (Pty) Ltd, an authorised Financial Services Provider

Contents

| | | |
|-----------|---|---|
| A. | Introduction | 3 |
| 1. | Welcome to Hollard | 3 |
| 2. | The parties to this policy | 3 |
| 3. | Your policy is a legal contract | 3 |
| 4. | Rules on interpretation | 3 |
| 5. | Our correspondence with you | 3 |
| 6. | The privacy of your personal information | 4 |
| 7. | Cooling-off period | 4 |
| B. | Important Information | 4 |
| 1. | About Cell C – how this policy was marketed to you | 4 |
| 2. | About Worldwide Advisory Services (Pty) Ltd – how this policy is administered | 4 |
| 3. | About Hollard – the insurer of this policy | 5 |
| 4. | Combat insurance fraud | 5 |
| 5. | About your policy | 5 |
| C. | Definitions | 5 |
| D. | Your responsibilities | 6 |
| 1. | Keep to the terms | 6 |
| 2. | Tell us if you change your device | 6 |
| 3. | You must be honest | 6 |
| 4. | You must maintain your device and prevent damage | 6 |
| 5. | You may not transfer your rights to another person | 6 |
| E. | Premiums and changes to the policy | 6 |
| 1. | Period of insurance and commencement of insurance | 6 |
| 2. | Premiums | 6 |
| 3. | Changes to this policy | 7 |
| F. | Your device cover | 7 |
| 1. | Insured event | 7 |
| 2. | How we will settle your claim | 7 |
| 3. | Excess buy-down – Optional benefit | 7 |
| 4. | Claim limits | 7 |
| 5. | Conditions of use | 7 |
| 6. | Conditions of cover | 8 |
| G. | Exclusions – what we do not cover | 8 |
| 1. | Accessories | 8 |
| 2. | Confiscation or similar acts | 8 |
| 3. | Consequential loss | 8 |
| 4. | Cyber incidents | 8 |
| 5. | Damage from the following causes | 8 |
| 6. | Devices on loan | 8 |
| 7. | Devices under warranty | 8 |

| | | |
|-----------|---|----|
| 8. | Mechanical or electronic breakdown | 9 |
| 9. | Trade and economic sanctions | 9 |
| 10. | Viruses | 9 |
| 11. | War, terrorism, riots and protest actions | 9 |
| H. | Claiming under this policy | 9 |
| 1. | Claims process | 9 |
| 2. | The device belongs to us after a claim | 9 |
| 3. | Our liability | 9 |
| 4. | If you do not agree with the claims decision | 9 |
| 5. | Prescription period | 9 |
| 6. | You must pay your excess | 10 |
| I. | When your cover ends | 10 |
| J. | How to complain | 11 |
| 1. | Step 1: Complain to Worldwide Advisory Services – General policy complaints | 11 |
| 2. | Step 2: Complain to the Hollard Insure Complaints team | 11 |
| 3. | Step 3: Complain to Hollard’s Internal Adjudicator | 11 |
| 4. | Step 4: Complain to the Ombuds | 11 |
| 5. | Step 5: Take legal action against Hollard | 12 |

A. Introduction

1. Welcome to Hollard

This policy is intended to give you peace of mind that you will be covered when your device is accidentally damaged.

We will pay a claim during the period of insurance on the following conditions:

- Your premiums are paid up to date.
- You comply with all the terms and conditions of this policy.
- No exclusion listed in your policy wording applies to the claim.

2. The parties to this policy

This policy is a legal contract between the policyholder and Hollard. Only the policyholder has rights under this policy.

- ‘Hollard’, ‘we’, ‘us’ and ‘our’ refers to **The Hollard Insurance Company Limited (Hollard)**, (Reg. No. 1952/003004/06), a licensed Non-Life Insurer and an authorised Financial Services Provider.
- ‘You’ and ‘your’ refer to the **policyholder**, named in the policy schedule, who is the owner of the policy.

3. Your policy is a legal contract

Your policy is a legal contract which includes the application for insurance, the policy schedule and the policy wording. You must read your policy wording and policy schedule together.

- **The policy wording** (this document) includes all the terms and conditions that apply to your cover.
- **The policy schedule reflects** information including details of the policyholder, the period of insurance, the premium, details of the device and the insured value. If you find any errors on the policy schedule, please call Worldwide Advisory Services on the helpline number at the bottom of the page.
- **The application** is the physical or electronic form that you completed where you asked us to insure you under this policy, and where you agree to pay the premium. If this policy was sold to you telephonically, the recording of the conversation we had with you will be part of this policy. If you make any changes to the policy after the cover start date, the physical or electronic form you completed, or the recording of the telephonic conversation we had with you when you made the changes, will also be part of this policy.
- Make sure you understand what you are covered for, what you are **not** covered for (referred to as exclusions), and what your responsibilities are. [For your convenience, anything that could lead to your cover being cancelled or claims being rejected is shown in this colour.](#)
- Any changes will only be in place once we have agreed to them, and have sent you an updated policy schedule and policy wording.
- This policy wording replaces all previous policy wordings.

4. Rules on interpretation

- The policy will be governed by and interpreted in accordance with South African law in terms of the jurisdiction of the courts of South Africa.
- The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.
- Days refer to ordinary calendar days, including weekends and public holidays.

Examples: We include examples in your policy to help you understand your cover, and to explain certain insurance principles. These examples do not form part of the legal contract.

5. Our correspondence with you

We will assume that you have read and received our correspondence if it was sent directly to you on the email address or cell phone number as shown in the policy schedule. If we take legal action against you, the summons will be delivered to your physical address as shown in the policy schedule.

6. The privacy of your personal information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from us:** We will not use your personal information to send you any information about products or offers from Hollard or Hollard's partners. Remember that we will still send you communications about this product.

7. Cooling-off period

If no insured event has happened during the first 30 days after your cover start date, you may cancel your cover with effect from the cover start date. You must tell us within 30 days from the cover start date and we will pay back all the premiums you have paid for the cancelled cover.

B. Important Information

This section does not form part of the policy and is provided for information purposes only.

1. About Cell C – how this policy was marketed to you

Hollard appointed Worldwide Advisory Services (Pty) Ltd (Worldwide Advisory Services) to market and sell this policy in terms of a written intermediary agreement. Worldwide Advisory Services is an authorised Financial Services Provider and has Professional Indemnity insurance and Fidelity Guarantee insurance cover in place.

Cell C is a juristic representative of Worldwide Advisory Services and has been authorised by Worldwide Advisory Services to market this policy on a factual basis only. Cell C may not provide advice.

Hollard pays Worldwide Advisory Services an intermediary fee of 20% for these intermediary functions.

Worldwide Advisory Services is ultimately responsible for the actions of Cell C as their juristic representative. If you have any queries about how this policy was sold to you, please contact Worldwide Advisory Services on the details below.

2. About Worldwide Advisory Services (Pty) Ltd – how this policy is administered

Hollard also appointed Worldwide Advisory Services (Pty) Ltd (Worldwide Advisory Services) to perform certain binder functions on our behalf in terms of a written agreement between Hollard and Worldwide Advisory Services. The binder functions are:

- Entering into, varying and renewing policies – including issuing the policy schedule and policy wording
- Settling claims – including assessing and paying claims
- Determining the value of policy benefits
- Determining premiums
- Determining the wording of a policy

Hollard pays Worldwide Advisory Services a binder fee of 9% for performing the abovementioned functions. This fee does not increase the premium payable by you. Worldwide Advisory Services will assist you with any queries on this policy.

Worldwide Advisory Services (Pty) Ltd

PO Box 651250, Benmore, Gauteng, 2010

Tel: 084 157 0007 (Weekdays 8am to 5pm & Saturdays 9am to 2pm)

Fax: 086 527 8902

Email: info@deviceinsurance.co.za

3. About Hollard – the insurer of this policy

The insurer is The Hollard Insurance Company Limited (Registration number 1952/003004/06), a licensed Non-Life Insurer and an authorised Financial Services Provider. Hollard has Professional Indemnity insurance and Fidelity Guarantee insurance in place. Hollard receives your premium and is responsible for claims.

You may contact Hollard on the below contact details:

Postal address:

The Hollard Insurance Company Limited
PO Box 87419
Houghton
2041

Physical address

The Hollard Insurance Company Limited
Hollard Villa Arcadia
22 Oxford Road
Parktown

Hollard Head Office

Tel: 011 351 5000

Fax: 011 351 5001

Web: www.hollard.co.za

Compliance department: compliance@hollard.co.za

4. Combat insurance fraud

Fraud affects the insurance industry as a whole. It increases claims costs, which in turn increases premiums. Hollard is committed to prevent fraud and we have our own internal Anti-Fraud policy. Please report any suspicious or unethical activity anonymously on 0801 516 170 (toll free) or via email at Hollard@tip-offs.com.

5. About your policy

This is a Non-Life Insurance Personal Lines policy. Please refer to your policy wording and policy schedule for the following information:

- The complete nature and extent of cover.
- Your premium payment responsibilities, manner and frequency thereof, and the consequences of non-payment of premium.
- Remuneration, commission, fees and incentives paid to other parties.
- Special conditions, exclusions, excesses or restrictions; and how to cancel your policy.

C. Definitions

| | |
|-----------------------------|---|
| Accidental | An incident you could not foresee, that happens unexpectedly and unintentionally at an identifiable time and place. |
| Cell C | The cellular network provider where you have a subscriber agreement. |
| Excess | The amount you must pay in respect of each and every device claim. |
| Device | The Cell C issued device which bears the IMEI number as shown in the policy schedule, excluding any accessories and additional batteries. This device may be a cell phone, dongle or any equipment that has a place to install a SIM card or have the ability to attach to outside equipment that could carry a SIM card. |
| SIM card | The subscriber identity module (SIM) encoded with your cell phone number as shown in the policy schedule that is used with the device. |
| Subscriber agreement | The agreement entered into between you and Cell C which allows you access to the cellular network at a fixed monthly access fee. |

Telephone: 084 157 0007

Email: info@deviceinsurance.co.za

D. Your responsibilities

1. Keep to the terms

You must keep to the terms and condition of this policy. [If you don't, we may reject your claim.](#)

2. Tell us if you change your device

You must notify us by contacting Worldwide Advisory Services on the details at the bottom of this page if you change or upgrade your device, to make sure that you remain covered. [If you don't, you will not have any cover under this policy because the IMEI number on the policy schedule will not match your new device.](#)

3. You must be honest

All dealings about this policy must be done honestly and in good faith. [If you are involved in fraudulent behaviour, we will cancel your policy from the date of the fraud. You will lose your right to claim and we will not pay back any premiums we have received. We may also take legal steps to recover any expenses from you.](#) Examples of fraudulent behaviour are giving us false information or documentation about a claim or exaggerating the amount of a claim.

4. You must maintain your device and prevent damage

- You must maintain your device and take all reasonable steps to prevent damage and to minimise the cost of a claim.
- After an event you must also take reasonable steps to protect your device from further damage.

5. You may not transfer your rights to another person

This policy does not give any rights to any other person or entity other than the policyholder. You may not transfer your rights to benefits payable under this policy to another person or entity. This is known in law as a cession. [If you transfer your rights to another person or entity, we will not recognise that contract. We will continue our contract with you as if you had not contracted with someone else.](#)

E. Premiums and changes to the policy

1. Period of insurance and commencement of insurance

Cover starts on the cover start date set out on the policy schedule, [but only if you have made at least one successful call or sent an SMS to one of the cellular networks within 24 hours of the cover start date.](#) This policy is valid for one calendar month and cover will continue on a month-to-month basis as long as premiums are paid. The policy is automatically renewed every time that you pay the premium.

2. Premiums

Cell C collects the premium amount from you as part of your monthly Cell C account payment via one debit order.

- Cell C pays the monthly premium to us, before they collect it from you as part of your monthly Cell C account payment.
- Cell C will add a pro-rata premium to your Cell C account to cover you from the cover start date until your first Cell C account debit order date. After this, each month's premium will cover you from your Cell C debit order date to the next debit order date.
- If any Cell C account debit order fails, it means that you owe Cell C the amount of the premium that they have already paid to us on your behalf.
- You will have 30 days (known as the grace period) to pay your account (including the premium amount) to Cell C. Cell C will attempt to debit your bank account for your outstanding account in this 30-day period and if that collection is successful your cover under this policy will continue.
- [If the outstanding amount is not received by Cell C in this 30-day period, this policy ends automatically at midnight on the last day of the month for which you have paid your Cell C account.](#)
- [If you have a claim during the 30 days, you must first pay your outstanding cell phone account \(including the premium amount\) to Cell C, before we will consider your claim.](#)

3. Changes to this policy

- We may increase the monthly premium and/or change the cover provided under this policy at any time by giving you 31 days' written notice.
- If we settle a claim by replacing the device you may amend your existing policy by asking Worldwide Advisory Services to cover the replacement device under this policy. Worldwide Advisory Services will issue you with an updated policy schedule including the details of the replacement device, your premium and excess might be different.

F. Your device cover

1. Insured event

We will cover your device against accidental damage during the period of insurance.

2. How we will settle your claim

We may choose to repair or replace your device. **No claim will be paid out in cash.**

- If the device is repairable, we will pay our approved repairer the reasonable costs to restore it to its condition immediately before the insured event.
- If the cost of repair is 80% or more than the value of the device, we will consider it to be irreparably damaged and will replace the device as follows:
 - If the same make and model of the device is still available on the market or from the suppliers, we will replace your device with the same make and model.
 - If the device is no longer available on the market or from the suppliers, we will replace your device with a different make or model with the same or similar features and quality.

3. Excess buy-down – Optional benefit

If you choose this optional benefit and pay the extra premium shown in the policy schedule, we will reduce the total of the basic excess you have to pay by 50%. For example, if your excess would have been R1 000 it would now be R500. This reduction does not apply to any additional excess you have to pay. This option is only available for devices that are worth more than R7 500.

4. Claim limits

- We will provide cover for a maximum of two claims in each period of 12 consecutive months which will be determined on a rolling basis and measured backwards from the date of loss.
Example: If your date of loss is today, we will look back at the past 12 months during which you may not have claimed more than twice. If this is your third claim in the past 12 months, then your claim will be rejected as it exceeds the maximum of two claims in each period of 12 consecutive months.
- If we replace your device, the value of the replacement device will be the lesser of:
 - the value of the insured device as at the date of the insured event; and
 - the maximum insured value shown in your policy schedule.

5. Conditions of use

- You must make at least one successful call or send an SMS to one of the networks within 24 hours of the cover start date.
- We will only consider a claim if the device was used to make or receive a call, or to send or receive an SMS during the 30 days prior to an insured event. The call or SMS must be linked to the cell phone number shown in your policy schedule.

6. Conditions of cover

- The device must belong to you or a member of your family for whom you are financially responsible.
- The IMEI number on the device must match the IMEI number that is shown in the policy schedule.

G. Exclusions – what we do not cover

We will not pay a claim for damage in any of the following instances:

1. Accessories

No cover for damage to batteries (other than when they are damaged together with the device), accessories and car-kits.

2. Blacklisted cell phones

There is no cover for loss of or damage to a cell phone that has been blacklisted by the service or network provider (this refers to blacklisting as a result of another event not relating to a valid claim submitted to us).

3. Confiscation or similar acts

We do not cover you for any damage or costs because the Police or any other authority legally took possession of your device for any period.

4. Consequential loss

No cover for consequential loss of any kind whatsoever, for example, data wiped from device, or loss of business income.

5. Cyber incidents

We do not cover any kind of loss, damage, liability or costs which are directly caused by a cyber incident. A cyber incident is any of the following which affects the processing, use or operation of any computer, network, back-up facility or electronic data:

- Programming or operating errors by any person or persons.
- Unauthorised or malicious acts regardless of the time, place or whether it is a threat or a hoax.
- Malware and similar mechanisms which are specifically designed to disrupt, damage or gain unauthorised access to a computer system or electronic data, such as viruses, worms, Trojans, logic bombs, spyware, ransomware and denial of service attacks.
- Any unintentional failure, however minor, of any computerised system which is not directly caused by physical loss or damage.

6. Damage from the following causes

No cover for damage from the following causes:

- Wear and tear, maintenance, depreciation, deterioration or other gradual operating causes.
- Change in temperature or humidity, the action of light or climatic or atmospheric conditions unless caused by storm, wind, water, hail or snow.
- The process of cleaning, altering, repairing or restoring.
- Insects, termites, mildew, damp, corrosion, oxidation or rust.

7. Devices on loan

No cover for damage during the hire or loan of the device to another person, or where the device is given to another person for short-term or long-term use other than a member of your family for whom you are responsible.

8. Devices under warranty

No cover for a device that is covered by the manufacturer's warranty.

9. Mechanical or electronic breakdown

No cover for damage caused by mechanical or electronic breakdown, failure, breakage or instability.

10. Trade and economic sanctions

We cannot provide cover and we will not be liable to pay any claim or provide any benefit if that means we would not comply with any sanction, banning or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, as well as United Kingdom or United States of America, provided that these are not in contradiction to the legislative requirements applicable to us. If we find out that you are subject to such sanctions, we will cancel your policy from the policy start date or the date that you become subject to sanctions. We will refund any premiums paid by you and will not pay any claims.

11. Viruses

No cover for any damage caused by electronic viruses.

12. War, terrorism, riots and protest actions

No cover for any damage related to or caused by war, terrorism, riots, protest actions, public disorder or any attempted act of this kind.

H. Claiming under this policy

1. Claims process

- Complete a claim form within 30 days of the date of the insured event, and email it to claims@deviceinsurance.co.za or fax it to Worldwide Advisory Services on **086 527 8902**, or contact them telephonically on **084 157 0007**. The claim form is available from Worldwide Advisory Services or on the Cell C website, at www.cellc.co.za.
- Tell Worldwide Advisory Services if you have more than one policy in place that covers the same device.
- Provide us with the damaged device by taking it to your nearest Cell C store, and advising Worldwide Advisory Services at which store they can collect it.
- Provide Worldwide Advisory Services with all information, documents and evidence requested to prove your claim.
- Pay your excess once requested to do so by Worldwide Advisory Services.

2. The device belongs to us after a claim

Any device that we decide is uneconomical to repair is our property and we may sell it to cover our claims cost. The device and any proceeds received from the sale of the device will be ours.

3. Our liability

Our liability in terms of this policy is conditional on you, or anyone acting on your behalf, keeping to all the terms and conditions of this policy. All claim settlements are subject to the verification of the validity of any claim. **If we reject a claim, we may ask you to pay back the cost of any payments we may have made for that claim.** Once we have settled a claim, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim.

4. If you do not agree with the claims decision

If you do not agree with the claims decision or the amount of the claim you may ask Hollard to review your claim by following the claims process explained in **Section I: How to complain**.

5. Prescription period

Your claim will prescribe after 12 months from the date of the insured event, unless:

- you have referred your claim to the National Financial Ombud Scheme South Africa NPC; or
- you have started legal action against Hollard.

When your claim prescribes, it means that you have lost your right to claim and we will no longer be legally responsible to pay the claim.

6. You must pay your excess

- You must pay your excess as soon as your claim is approved and before the device is repaired or replaced. Worldwide Advisory Services will tell you when you must pay your excess.
- You must pay your excess into Worldwide Advisory Services' bank account and send them a copy of the bank deposit or EFT as proof of payment.

Account holder: Worldwide Advisory Services (Pty) Ltd.
Bank: First National Bank Limited
Account number: 6266 9582001
Branch code: 260 950
Type of account: Current
Reference number: Your cell phone number
- You must pay an additional excess of 50% of the applicable basic excess on top of your basic excess in the following instances:
 - If you claim within 60 days of the start of this policy.
 - If you have a second claim within 12 months of the previous claim.
- If your damaged device is declared beyond economical repair, the excess for theft and loss will apply.
- All excess amounts are inclusive of VAT. Your applicable excess is shown in the table below.

| Accidental damage excess structure | | |
|------------------------------------|---------------------------------------|--------------------------------|
| Original device value | Basic excess for theft or loss claims | Basic excess for damage claims |
| Up to R1 000 | R250 | R150 |
| R1 001 to R2 500 | R250 | R150 |
| R2 501 to R5 000 | 10% of original device value | R200 |
| R5 001 to R7 500 | 10% of original device value | R300 |
| R7 501 to R9 000 | 15% of original device value | R500 |
| R9 001 to R12 000 | 15% of original device value | R650 |
| R12 001 to R15 000 | 20% of original device value | R750 |
| R15 001 to R20 000 | 20% of original device value | R1 250 |
| R20 001 to R25 000 | 20% of original device value | R1 750 |
| R25 001 to R30 000 | 20% of original device value | R2 250 |
| R30 001 to R35 000 | 20% of original device value | R2 750 |
| R35 001 to R42 500 | 25% of original device value | R3 500 |
| R42 501 to R50 000 | 25% of original device value | R4 500 |
| R50 001 to R60 000 | 30% of original device value | R6 000 |

I. When your cover ends

Your cover under this policy will end in any of the following instances:

- The device no longer belongs to you or a member of your family for whom you are financially responsible.
- Your contract with Cell C ends.
- You cancel this policy, by calling the call centre on 084 157 0007.
- The device or SIM card is no longer registered on the Cell C network.
- We cancel your policy by giving you 31 days' written notice.
- Payment of your cell phone account (including the premium amount) is not received by Cell C within the 30 days' period of grace.
- We replace your device after a claim and you decide not to cover the replacement device under this policy.

J. How to complain

We hope that you never have reason to complain, but if you do, there are a couple of options available to you. While you may contact the Ombuds at any time, we would encourage you to please follow the five-step process below.

1. Step 1: Complain to Worldwide Advisory Services – General policy complaints

Please contact Worldwide Advisory Services on the contact details below with complaints about policy documentation, premiums or the service received from Cell C or Worldwide Advisory Services.

Email: complaints@deviceinsurance.co.za

Tel: 084 157 0007

Fax: 086 527 8902

2. Step 2: Complain to the Hollard Insure Complaints team

Unresolved complaints: If your complaint is not resolved by Worldwide Advisory Services, please contact Hollard on our dedicated complaints contact details below and we will do our best to find a solution to your complaint.

Claims: If we do not accept a claim or if you don't agree with the amount of the claim paid, you may ask us to review our decision within 90 days of the date that you received our decision.

Hollard Insure Complaints Team
The Hollard Insurance Company Limited
PO Box 87419
Houghton
2041

Tel: 011 351 2200 (weekdays 8am to 5pm)

Email: hollardinsurecomplaints@hollard.co.za

3. Step 3: Complain to Hollard's Internal Adjudicator

If you are still unhappy after following the steps above, you may contact Hollard's Office of the Internal Adjudicator (OIA). The Internal Adjudicator will investigate your complaint objectively and independently.

Email: oia@hollard.co.za

Tel: 011 351 5652

Fax: 011 351 0801

4. Step 4: Complain to the Ombuds

In the unlikely event that you are still unhappy after following the steps above, you may send your complaint to one of the following Ombuds, depending on the nature of your complaint.

FAIS Ombud – complaints on how this policy was sold to you

If you have a complaint about how this policy was sold to you and your complaint is not resolved to your satisfaction by Hollard or Worldwide Advisory Services, you may contact the FAIS Ombud. You must do so within six months after receipt of the final response to your complaint from Hollard or Worldwide Advisory Services.

Postal address:
The FAIS Ombud
PO Box 41
Menlyn Park
0063

Physical address:
The FAIS Ombud
125 Dallas Avenue
Menlyn Central
Waterkloof Glen
Pretoria
0010

Tel: 012 470 9080 or 012 762 5000
Fax: 011 726 5501

Email: info@faisombud.co.za
Web: www.faisombud.co.za

The National Financial Ombud Scheme South Africa NPC – any other complaints that are not related to how the policy was sold.

The National Financial Ombud Scheme South Africa NPC ('the NFO') provides a free service that would assist with an independent review of your complaint, you may send your complaint to the NFO at the following details:

Contact details

Tel: **0860-800-900**

Email: info@faisombud.co.za

Web: www.nfosa.co.za

Physical addresses

NFO Johannesburg

110 Oxford Rd
Houghton Estate
Johannesburg
Gauteng
2198

NFO Cape Town Office

Claremont Central Building
6th Floor
6 Vineyard Road, Claremont
Western Province
7700

5. Step 5: Take legal action against Hollard

You may take legal action against us within 270 days of the date that you received our claims decision. To take legal action, summons must be served on Hollard. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim. You may also choose to take legal action against us without first asking us to review our claims decision or contacting the NFO. If you take legal action against us before contacting the NFO, you can only approach them for assistance after you have withdrawn the summons against us.

DISCLOSURE NOTICE

IMPORTANT – PLEASE READ CAREFULLY

(This notice does not form part of the insurance contract or any other document.)

Your insurance product involves three companies performing different functions:

| | |
|--|---|
| The Insurance Broker | This company acts as the intermediary between the insurer and you; represents you in your dealings with the insurer; and provides you with advice where applicable. |
| The Insurer | This is the insurance company that receives your premiums; underwrites your risk; and is liable for valid claims incurred in terms of your policy. |
| The Binder Holder and/or the Administrator | This company “binds” and/or administers various aspects of your policy and potential claims on behalf of your insurer, within mandates (for example: going on risk, determining your premiums, and settling your claims). |

The details of these companies and what they do are set out below.

About Cell C: Hollard appointed Worldwide Advisory Services (Pty) Ltd (Worldwide Advisory Services) to market and sell this policy in terms of a written intermediary agreement. Cell C is a juristic representative of Worldwide Advisory Services and has been authorised by Worldwide Advisory Services to market this policy on a factual basis only. Cell C may not provide advice.

| PARTICULARS OF YOUR INSURANCE BROKER | | PARTICULARS OF THE BINDER HOLDER AND/OR ADMINISTRATOR | |
|--------------------------------------|---|---|---|
| Business Name | Worldwide Advisory Services (Pty) Ltd | Business Name | Worldwide Advisory Services (Pty) Ltd |
| Trade Name | Worldwide Advisory Services (Pty) Ltd | Trade Name | Worldwide Advisory Services (Pty) Ltd |
| Company Reg. Number | 2001/030080/07 | Company Reg. Number | 2001/030080/07 |
| Physical Address | 266 Bryanston Drive Bryanston 2191 | Physical Address | 266 Bryanston Drive Bryanston 2191 |
| Postal Address | PO Box 651250 Benmore Gauteng 2010 | Postal Address | PO Box 651250 Benmore Gauteng 2010 |
| Telephone Number | +27 11 565 2376 | Telephone Number | +27 11 884 8343 |
| Fax Number | +27 11 884 5781 | Fax Number | +27 11 884 5781 |
| Email Address | Info@deviceinsurance.co.za | Email Address | Info@deviceinsurance.co.za |
| Website | www.wwas.co.za | Website | www.wwas.co.za |
| Compliance Officer | | Compliance Officer | |
| Name of Company | FAIS Compliance & Licensing | Name of Company | FAIS Compliance & Licensing |
| Telephone Number | +27 31 822 3448 | Telephone Number | +27 31 822 3448 |

YOUR INSURANCE BROKER AND THE BINDER HOLDER ARE AUTHORISED TO PROVIDE FINANCIAL SERVICES IN RESPECT OF NON-LIFE PERSONAL LINES, PERSONAL LINES A1 AND COMMERCIAL LINES PRODUCTS

| | |
|---------------------|-------|
| Licence Number | 12964 |
| Specific Exemptions | None |

YOUR INSURANCE BROKER HAS THE FOLLOWING INSURANCE IN PLACE THAT PROVIDES PROTECTION TO CLIENTS

| | |
|------------------------|-----|
| Professional Indemnity | Yes |
| Fidelity Guarantee | Yes |

SHOULD YOU HAVE A CLAIM AGAINST YOUR POLICY, PLEASE NOTE THE FOLLOWING:

- (a) Procedures for the submission of claims are detailed in the policy wording.
- (b) You may contact the binder holder and/or administrator's claims department at the above address or by telephone on 084 157 0007 for assistance.

| COMPLAINTS | |
|--|--|
| If you would like to lodge a complaint with your insurance broker, please write to or call: | |
| Worldwide Advisory Services (Pty)Ltd, Complaints Officer/Responsible Manager: Ms. P. Majola Tel: 010 141 3306, Email: complaints@deviceinsurance.co.za | |
| If you would like to lodge a complaint with the binder holder and/or administrator, please write to or call: | |
| Worldwide Advisory Services (Pty) Ltd, Complaints Officer/Responsible Manager: Ms. P. Majola Tel: 010 141 3306, Email: complaints@deviceinsurance.co.za , Website: www.wwas.co.za | |
| Should you have any complaints with respect to the product and service and you would like to escalate the complaint to us, please write to: | |
| The Hollard Insurance Company, Hollard Insure Complaints Email: hollardinsurecomplaints@hollard.co.za Website: www.hollard.co.za (click on the "Contact us" button at the top of the page) | |
| If you are dissatisfied with the outcome of your complaint, depending on the nature of your complaint, you may approach the FAIS Ombud for matters relating to how the policy was sold to you or the conduct of your broker/binder holder/administrator; or the National Financial Ombud Scheme South Africa for matters relating to your policy itself, like claims, details of which appear below. | |

| THE NATIONAL FINANCIAL OMBUD SCHEME SOUTH AFRICA | | | |
|---|---|------------------|---|
| Contact Details | | | |
| Telephone Number: | 0860-800-900 | Email: | info@faisombud.co.za |
| | | Web: | www.nfosa.co.za |
| Physical Addresses | | | |
| Physical Address | NFO Johannesburg 110 Oxford Rd, Houghton Estate, Johannesburg, Gauteng, 2198 | Physical Address | NFO Cape Town Office Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, Western Province, 7700 |

| THE FAIS OMBUD | |
|-----------------------|--|
| Physical Address | 125 Dallas Avenue, Menlyn Central, Waterkloof Glen, Pretoria, 0010 |
| Postal Address | PO Box 41, Menlyn Park, 0063 |
| Telephone Number | (012) 762-5000 / (012) 470-9080 |
| Fax Number | 086 764 1422 / (012) 348-3447 |
| Email Address | info@faisombud.co.za |
| Website | www.faisombud.co.za |

| THE INFORMATION REGULATOR | |
|----------------------------------|--|
| Physical Address | 33 Hoofd Street, Forum III, 3 rd Floor Braampark, 2017 |
| Postal Address | P.O Box 31533, Braamfontein, Johannesburg, 2017 |
| Telephone Number | +27 (0) 10 023 5200 |
| Email Address | complaints.ir@justice.gov.za |
| Website | www.justice.gov.za |

| FINANCIAL SECTOR CONDUCT AUTHORITY | |
|---|--|
| Physical Address | 41 Matroosberg Road, Ashlea Gardens, Pretoria, 0002 |
| Postal Address | PO Box 35655, Menlo Park, 0102 |
| Telephone Number | 0800 20 37 22 |
| Fax Number | (012) 346-6941 |
| Email Address | info@fsca.co.za |
| Website | www.fsca.co.za |

| YOUR INSURER | |
|---------------------|--|
| Name | The Hollard Insurance Company Limited, a licensed Non-Life Insurer and an authorised Financial Services Provider |
| FSP Number | 17698 |
| Registration Number | 1952/003004/06 |
| Physical Address | 22 Oxford Road, Parktown, Johannesburg, 2193 |
| Postal Address | PO Box 87419, Houghton, 2041 |
| Telephone Number | (011) 351-5000 |
| Fax Number | (011) 351-0691 |
| Website | www.hollard.co.za |

| YOUR INSURER | |
|-----------------------|--|
| Compliance Department | (011) 351-5000, and ask for the Group Compliance department; or email compliance@hollard.co.za |

| COMMISSION, BINDER, ADMINISTRATION AND CONFLICT OF INTEREST DISCLOSURE |
|--|
| Your insurance broker receives a commission of up to 20% of gross written premium from your insurer. The levels of commission vary depending upon the product type. The exact amounts are disclosed in your policy schedule. In addition, your broker may charge you a broker/policy fee which will also be shown on your policy schedule. You must explicitly agree to this fee in writing. |
| The binder holder is paid a binder fee which is calculated to be 9% of the gross written premium it places with your insurer for performing functions on behalf of the insurer, as outlined below. |
| Your insurance broker and the binder holder are the same company. |

| BINDER DISCLOSURE |
|--|
| Worldwide Advisory Services (Pty) Ltd acts as a binder holder for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, the binder holder may: <ul style="list-style-type: none"> • enter into, vary and renew policies – including issuing the policy schedule and policy wording • settle all valid claims – including assessing and paying claims • determine the value of policy benefits • determine the premiums • determine the wording of a policy The binder holder may not reject claims, nor may it cancel policies. This may only be done by the insurer. |

| OTHER KEY CONFLICT OF INTEREST DISCLOSURES | | |
|---|-----|---|
| Relating to your insurance broker: | | |
| Does your broker have a direct or indirect shareholding in any insurer? | No | |
| Does your broker receive more than 30% of their income from any insurer? | Yes | Hollard Insurance & Guardrisk Insurance |
| Does your broker have a relationship with any insurer that provides a financial interest other than ownership? | No | |
| Does your broker have a relationship with any other broker that provides an ownership or financial interest? | No | |
| Does your broker have a relationship with any distribution channel that provides an ownership, financial interest, or support service? | No | |
| Does your broker have a relationship with any other person that provides an ownership or financial interest? | No | |
| Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these. | | |
| A full copy of your broker's Conflict of Interest management policy can be obtained from: | | |
| i) Your broker's offices upon written request to info@deviceinsurance.co.za . | | |
| ii) Your broker's website www.wwas.co.za | | |
| Relating to the binder holder and/or administrator: | | |
| Does the binder holder and/or administrator have a direct or indirect shareholding in any insurer? | No | |
| Does the binder holder and/or administrator receive more than 30% of their income from any insurer? | No | |
| Does the binder holder and/or administrator have a relationship with any insurer that provides a financial interest other than ownership? | No | |
| Does the binder holder and/or administrator have a relationship with any other broker or binder holder that provides an ownership or financial interest? | No | |
| Does the binder holder and/or administrator have a relationship with any distribution channel that provides an ownership, financial interest or support service? | No | |
| Does the binder holder and/or administrator have a relationship with any other person that provides an ownership or financial interest? | No | |
| Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these. | | |

| OTHER KEY CONFLICT OF INTEREST DISCLOSURES | |
|--|--|
| A full copy of the binder holder and/or administrator's Conflict of Interest management policy can be obtained from: | |
| i) The binder holder and/or administrator's offices upon written request to info@deviceinsurance.co.za | |
| ii) The binder holder's website www.wwas.co.za | |

| DISCLOSURE OF PREMIUMS AND FEES |
|--|
| All premium obligations, commissions and broker/policy fees are disclosed in your policy schedule. Binder and outsource administration fees are disclosed above in this document. |

| MANNER OF PAYMENT OF PREMIUM, DUE DATE AND CONSEQUENCE OF NON-PAYMENT |
|--|
| Please refer to your policy wording for details regarding premium payment, due dates of payment and consequences of non-payment. |

| POLICY INFORMATION |
|--|
| Please refer to your policy wording, policy schedule and any other disclosure document provided by your broker or the insurer for details regarding policy benefits, exclusions, special conditions, cooling off rights, excesses, claims process and cancellation requirements. |

OTHER MATTERS OF IMPORTANCE

- (a) You must be informed of any material changes to the information provided above.
- (b) If the information above was given to you verbally, it must be confirmed in writing within 30 days.
- (c) A polygraph or any lie-detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.
- (d) All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on your behalf remains your own responsibility.
- (e) Incorrect or non-disclosure by you of relevant facts may influence the insurer on any claims arising from your contract of insurance.
- (f) You must, on request, be supplied with a copy or written or printed record of any transaction requirement within a reasonable time.
- (g) Do not sign any blank or partially completed application form.
- (h) Complete all forms in ink.
- (i) Keep all documents handed to you.
- (j) Make a note as to what is said to you.
- (k) Don't be pressurised to buy the product.
- (l) When your insurance broker informs you of a change of product, your insurance broker is obliged to supply you with a full product comparison.
- (m) Your personal information will be processed in a lawful manner and your consent will be required, where applicable, before processing any of your personal information.
- (n) With regards to your personal information, you have the right to access any of your personal information held by the broker or insurer to rectify any inaccuracies, object to the processing of your personal information and lodge complaints in this regard with the broker, insurer or the information regulator.
- (o) You have the right to request recordings of any disclosures provided telephonically.
- (p) Review your cover periodically to ensure it is appropriate for your needs.

Hollard wants to know from you if you have any information that will assist us in preventing fraudulent claims. Remember fraudulent claims costs everyone money, including you as the client, as premium increases can result from too many fraudulent claims. Should you be aware of any fraud that has or is about to take place on a Hollard Insurance claim, please report this (anonymously if you choose to) on 0801 516 170 (toll free) or via email at [**Hollard@tip-offs.com**](mailto:Hollard@tip-offs.com).