

TELKOM DEVICE INSURANCE POLICY WORDING



1. Definitions

- 1.1. **"Accidental Damage"** means physical damage or destruction of the Insured Item caused by an accident.
- 1.2. **"Administrator"** means Worldwide Advisory Services, in its binder holder contractual capacity.
- 1.3. **"Additional Excess"** means an additional amount You must pay for claiming, over and above the Excess, as set out in the terms and conditions of this policy.
- 1.4. **"Authorised Repairer"** means an approved service provider authorised by the manufacturer and insurer to perform repairs on their products.
- 1.5. **"Claim"** means, unless the context indicates otherwise, a demand for policy benefits by a person in relation to a policy, irrespective of whether or not the person's demand is valid.
- 1.6. **"Consequential Loss"** means any consequential (for example, loss of income as a result of an Insured Event), indirect or resultant loss that accompanies the insured Loss.
- 1.7. **"Date of Incident"** means the date on which the Insured Event occurs, which must fall within the period of insurance.
- 1.8. **"Debit Order"** means the agreement entered into between You and Telkom/Worldwide Advisory Services (Pty) Ltd which allows them to debit the insurance premium from Your bank account.
- 1.9. **"Excess"** means the first amount payable by You, in respect of each and every claim, unless the policy wording indicates otherwise, and this excludes any Additional Excesses.
- 1.10. **"Fixed Mobile Devices"** means electronic hardware, software, and maintenance equipment.
- 1.11. **"Grace Period"** means the 15-day extension granted by Us in compliance with the policyholder protection rules. If premiums are not received within this Grace Period, Your coverage may be affected, and any claim submitted could be rejected.
- 1.12. **"Insured Event"** means an accidental, unexpected, or unforeseen event.
- 1.13. **"Insured Item"** means Your insured cellphone, tablet, router, modem, laptop, other Fixed Mobile Device, and/or any other electronic equipment that We may include from time to time issued by Telkom to You with the specific serial number that must be used with the Telkom SIM Card noted on Your Policy Schedule.
- 1.14. **"Intermediary"** means Telkom and/or Worldwide Advisory Services, performing their intermediary contractual capacity.
- 1.15. **"Loss"** means the sudden and unforeseen physical loss of the Insured Item and "lost" has the corresponding meaning.
- 1.16. **"Liquid Damage"** means any damage caused by a sudden and unforeseen ingress of fluid.
- 1.17. **"Policy Schedule"** means the document attaching to the policy that contains information, including details of the policyholder, period of insurance, premium, details of the Insured Item, the insured value and the excesses applicable.
- 1.18. **"Retail Price"** means the price that the policyholder paid when purchasing their product at a Telkom retail store.
- 1.19. **"SIM Card"** means a Telkom SIM Card with the cellphone number noted on Your Policy Schedule and issued to You by Telkom.
- 1.20. **"Sum Insured"** means the Retail Price of the Insured Item, inclusive of VAT, at inception, otherwise referred to as Your insured value.
- 1.21. **"Theft/Stolen"** means the unlawful act of taking possession of the Insured Item with the intention of permanently depriving the policyholder of their Insured Item.
- 1.22. **"Unattended"** means that You or a person You have authorised to look after the Insured Item are not physically present at the time of the event that leads to a claim or are not close enough to the Insured Item to see it and are therefore unable to prevent any Loss or damage.
- 1.23. **"Unattended Vehicle"** means that You or a person You have authorised to look after the Insured Item are not physically present in the vehicle at the time of the event that leads to a claim or are not close enough to the vehicle to see it and are therefore unable to prevent any Loss or damage.
- 1.24. **"We/Us/Our"** means the insurer Old Mutual Alternative Risk Transfer Insure Limited ("OMART Insure").
- 1.25. **"You/Your/Yourself"** means the policyholder or entity, as defined in Your Policy Schedule, including Your spouse and any other member of Your family (older than 18 and/or emancipated) who normally live with You and/or are financially dependent on You.

We have appointed the Administrator to act on Our behalf and manage all matters relating to Your insurance policy. You must, as soon as reasonably possible, advise Your Administrator of changes in material risk and/or of a claim. **Tel: 080 003 3444** or email Telkominfo@wwas.co.za.

2. Description of Cover:

- 2.1. In return for paying Your premium, We provide insurance cover for Your Insured Item, as noted on Your Policy Schedule, be it a laptop, cellphone, tablet, router, modem, Fixed Mobile Device, or any other electronic equipment.
- 2.2. We cover Your Insured Item for Accidental Damage, unforeseen physical Loss, or Liquid Damage.
- 2.3. Cover is for the Insured Item(s) listed on Your Policy Schedule.

3. Period of Insurance:

- 3.1. Cover is provided for each month for which Your premium is paid to Us. The premium is payable monthly in advance for the cover that follows. In order to have continuous cover and a valid claim, You must keep premium payments up to date. If We do not receive Your premium, the outstanding premium will be collected in accordance with the allowed Grace Period.

4. The Insured Value:

- 4.1. The insured value is the Retail Price of the Insured Item, inclusive of VAT, at the inception of Your policy.
- 4.2. The insured value of Your Insured Item is the maximum value We will pay in the event of a Loss, less the Excess, Additional Excess, any dual insurance, or depreciation.
- 4.3. Should You have more than one insurance policy for Your Insured Item We are only liable for Our rateable proportion of the claim.
- 4.4. The Excess and/or Additional Excess will not be deducted or set-off from the Sum Insured or settlement of any claim.



5. **Conditions of Cover:**

- 5.1. This Policy only covers Insured Items bought from Telkom.
- 5.2. We cover the Insured Item, as specified on Your Policy Schedule, and each Insured Item, if applicable, is identified by means of a specific IMEI number.
- 5.3. Your Insured Item must contain a Telkom SIM Card at the time of Loss or damage for cover to be valid in terms of this policy.
- 5.4. You must take reasonable care to safeguard Your Insured Item from Loss or damage and any repairs or replacement must be carried out by a repairer or replacement agency authorised by Us.
- 5.5. Cover for Your Insured Item is in South Africa. Notwithstanding condition 5.3 above and policy exclusion 9.8 below, We do allow cover outside South Africa, up to a maximum of 3 consecutive months, whilst travelling abroad.
- 5.6. It is Your responsibility to notify Your Intermediary, Administrator and/or Insurer, in writing, of any change or upgrade of Your Insured Item that is covered by this policy.
- 5.7. Any misrepresentation or incorrect information can prejudice You in the event of a claim.

6. **Excess and Additional Excess payable in the event of a claim**

6.1. In respect of a cellphone/router/tablet/laptop: **Replacement or repair claim(s)**

6.1.1	Excess: Applicable for each and every claim.	15% of the Sum Insured, minimum R500.
6.1.2	Additional Excess: Applicable for claims reported within 90 (ninety) days of cover or two or more claims in a 12-month period.	30% of the Sum Insured, minimum R500.

6.2. In respect of fixed Mobile (hardware/software/maintenance)

6.3.1	Excess: applicable for each and every claim.	10% of the Sum Insured.
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7. **Underwriting & claims procedure requirements**

In the event of a **total Loss or Theft claim** You must do the following:

- 7.1. Report the incident to Your Administrator, within 30 (thirty) days of the date of Loss to Your Insured Item, by phoning **080 003 3444** or emailing Telkomclaims@wwas.co.za. Provide Your Administrator, within 90 (ninety) days of Your claims, with all documentation reasonably required to process Your claim or Your claim may be rejected.
- 7.2. Report Your Loss to Telkom and have Your Insured Item blacklisted.
- 7.3. Report Your Theft to the South African Police Services, or to the relevant authorities (in the case of foreign travel). You will be issued with a police case reference number.
- 7.4. You have 72 (seventy-two) hours, calculated from the time that the Theft occurred, in which to supply proof of blacklisting together with the police reference number to Your Administrator.
- 7.5. If You do not comply with 7.2, 7.3 and 7.4 above, within 72 (seventy-two) hours, You forfeit the right to claim under this policy.
- 7.6. You are required to provide all reasonable assistance in the recovery of Your Lost or Stolen Insured Item, such as identifying the Insured Item. Failure to provide reasonable assistance with the recovery of Your Lost or Stolen Insured Item will result in Us being entitled to recover all amounts paid to You in respect of the claim.
- 7.7. If additional information, Excess or Additional Excess payments are not received, 90 (ninety) days from date of claim submission, Your claim will be suspended as the terms and conditions of the policy were not met.
- 7.8. Once a claim has been settled, Stolen and recovered Insured Items are Our property.
- 7.9. In the settling of any claim, We can take over the handling of the claim and the prosecution of any criminal action, including but not limited to fraud.
- 7.10. In the event of a successful Loss or Theft claim, We will replace Your Insured Item and will not pay out a cash settlement.
- 7.11. We will, at Our discretion, provide You with a replacement of which the claimed costs will be the lesser of:
 - 7.11.1. The Sum Insured of the Insured Item, at the inception of the policy; and/or
 - 7.11.2. The maximum Sum Insured value specified on the Policy Schedule.
- 7.12. Your claim will lapse after 12 (twelve) months from the date of the Insured Event, due to Your non-compliance with a reasonable request(s).
- 7.13. If We reject Your claim:
 - 7.13.1. We may accept or reject all or part of Your claim.
 - 7.13.2. If We reject Your claim, You have 90 (ninety) days from receiving the rejection letter to object to Our decision. You must write to Us and give reasons for Your objection. If You are out of time, You may not object to Our decision.
 - (i) If Your rejection is not successful, You have 6 months from the end of the 90 (ninety) day period to serve a summons on Us. If You do not summons Us in this period, We will have no obligation to You under this policy.



In the event of an **Accidental Damage claim** You must do the following:

- 7.14. Report the incident to Your Administrator, within 30 (thirty) days of the date of Accidental Damage to Your Insured Item, by phoning **080 003 3444** or emailing Telkomclaims@wwas.co.za. Provide Your Administrator, within 90 (ninety) days of Your claims, with all documentation reasonably required to process Your claim or Your claim may be rejected.
- 7.15. If additional information, Excess or Additional Excess payments are not received, 90 (ninety) days from date of claim submission, Your claim will be suspended as the terms and conditions of the policy were not met.
- 7.16. Once a claim has been settled, all damaged and recovered Insured Items are Our property.
- 7.17. In the settling of any claim, We can take over the handling of the claim and the prosecution of any criminal action, including but not limited to fraud.
- 7.18. We, at Our discretion, retain the right to settle any Accidental Damage claim based on the costs of repairs or replacement.
- 7.19. In the event of a successful claim, We will repair or replace Your Insured Item at Our option. We will not pay out a cash settlement.
- 7.20. If Your Insured Item can be repaired, We will pay the costs reasonably incurred to restore Your Insured Item to its condition prior to the occurrence giving rise to the claim.
- 7.21. If Your Insured Item requires replacement, We will, at Our discretion, provide a replacement of which the claimed costs will be the lesser of:
 - 7.21.1. The Sum Insured of the Insured Item, at the inception of the policy; and/or
 - 7.21.2. The maximum Sum Insured value specified on the Policy Schedule.
- 7.22. Your claim will lapse after 12 (twelve) months from the date of the Insured Event, due to Your non-compliance with a reasonable request(s).
- 7.23. If We reject Your claim:
 - 7.23.1. We may accept or reject all or part of Your claim.
 - 7.23.2. If We reject Your claim, You have 90 (ninety) days from receiving the rejection letter to object to Our decision. You must write to Us and give reasons for Your objection. If You are out of time, You may not object to Our decision.
 - (i) If Your rejection is not successful, You have 6 months from the end of the 90 (ninety) day period to serve a summons on Us. If You do not summons Us in this period, We will have no obligation to You under this policy.

8. **Cancellation of Cover**

- 8.1. You may instruct Your Intermediary, Administrator and/or Us to cancel Your policy with immediate effect at any time. Your policy may be cancelled, at any time, by Us by providing You with 31 (thirty-one) days' written notice.

9. **Policy Exclusions**

This policy does not cover the following:

- 9.1. Any Loss, Theft or damage resulting from riot, (political or otherwise), strike, civil commotion, public disorder, war, invasion, terrorism, public violence or risks that are insurable by South African Special Risk Insurance Association (SASRIA SOC.).
- 9.2. Any costs relating to wear and tear, gradual deterioration, superficial damage to casings, aerials, keypads, batteries, accessories, or peripheral devices.
- 9.3. Loss of or damage arising from the Insured Item being removed from Your locked home, office, or similar area, unless accompanied by forceful entry into the area.
- 9.4. Loss of or damage resulting from Theft or any attempted Theft from an Unattended Vehicle unless the vehicle is locked, and the Insured Item is in a concealed compartment or boot. Any such Loss must be accompanied by violent and forceful entry to the vehicle, and We will require evidence to support a claim of this nature.
- 9.5. Loss or damage arising from a manufacturers defect or malicious software.
- 9.6. Loss or damage arising from willful or recklessness conduct.
- 9.7. Consequential Loss of any kind whatsoever.
- 9.8. Loss, Theft, or damage of an Insured Item which does not contain an active Telkom SIM Card, if applicable, where the Sim Card was not used 7days prior to the Insured Event.
- 9.9. Loss or damage arising from the Insured Item being left Unattended in a public place, place of recreation, office, mall, or social occasion where it is vulnerable for easy removal or damage.
- 9.10. Loss or damage by change in temperature or humidity, the action of light, climatic, or atmospheric conditions, unless caused by storm, wind, water, hail, or snow.
- 9.11. Unauthorised repairs: Any repair to or replacement of the Insured Item should be conducted by an Authorised Repairer, or a replacement agency approved by Us. Unauthorised repairs or modifications will result in the rejection of Your claim.
- 9.12. Loss or damage by means of insects, termites, mildew, damp, corrosion, oxidation, or rust.
- 9.13. Loss or Theft if You are tricked into parting with Your Insured Item through a scam or by false pretense.

10. **Fraud or any attempt thereof**

All rights of indemnity under the policy will be forfeited if You or anyone acting on Your behalf:

- 10.1. Makes a false or exaggerated claim.
- 10.2. Makes a false statement to support a claim.
- 10.3. Sends the Intermediary, Administrator and/or Insurer a forged or false document to support a claim.
- 10.4. Makes a claim under this policy for any Loss or damage caused by a deliberate and willful act.

TELKOM DEVICE INSURANCE DISCLOSURE DOCUMENT

Having taken out insurance on your electronic device, you have entered a non-life contract involving the following parties:

Nature of the relationship between the parties and remuneration arrangements

Worldwide Advisory Services (Pty) Ltd ("WWAS") – Binder Holder – FSP No.: 12964

Registration Number: 2001/030080/07

Physical Address: Unit 2, Bryanston Drive, Bryanston, 2191

Postal Address: PO Box 651250, Benmore, Gauteng, 2010

Tel: **080 003 3444** or email

Email: Telkominfo@wwas.co.za

Website: www.wwas.co.za

Authorised to provide financial services in respect of licence category 1:1.2 Short-term Personal Lines and 1.6 Short-term Commercial Lines.

WWAS receives a binder fee of 8% of your gross written premium for performing binder functions (enter into, vary, and renew policies; determine policy wording; determine policy premiums; determine policy benefits; and settles claims) on behalf of Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure).

In the last 12 months WWAS has not earned more than 30% of their total remuneration from OMART Insure.

In order to mitigate potential conflict of interests OMART Insure continuously monitors WWAS' processes to ensure the fair treatment of its customers.

Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure) – Insurer – FSP No.: 49551

Registration Number: 1966/10741/06

Physical Address: Old Mutual Insure, Wanooka Place, St Andrews Rd, Parktown, Johannesburg, 2193

Postal Address: PO Box 1120, Johannesburg, 2000

Tel: **0860 63 43 57**

www.oldmutual.co.za/insure

OMART Insure is a non-life cell captive insurer and is authorised to issue Short-term Personal and Commercial Lines policies and is authorised to provide financial services in respect of licence category 1:1.2 Short-term Personal Lines and 1.6 Short-term Commercial Lines.

Worldwide Advisory Services (Pty) Ltd ("WWAS") – Intermediary – FSP No.: 12964

Registration Number: 2001/030080/07

Physical Address: Unit 2, Bryanston Drive, Bryanston, 2191

Postal Address: PO Box 651250, Benmore, Gauteng, 2010

External compliance officer: FAIS Compliance & Licensing CC

Practice number: 5878

Telephone: **031 822 3448**

Intermediary's complaints department: **080 003 3444**

Email: Telkomcomplaints@wwas.co.za

Website: www.wwas.co.za

WWAS intermediates insurance transactions on behalf of OMART Insure and is authorised to provide financial services in respect of licence category 1:1.2 Short-term Personal Lines and 1.6 Short-term Commercial Lines.

There are no restrictions on the FSP licence.

WWAS holds professional indemnity insurance.

WWAS receives commission of 5% of your gross written premium for the intermediary services it is authorised to perform.

In the last 12 months WWAS has not earned more than 30% of their total remuneration from OMART Insure.

In order to mitigate potential conflict of interests OMART Insure continuously monitors WWAS' processes to ensure the fair treatment of its customers.

Telkom SA SOC Limited – Intermediary - FSP No.: 46037

Registration Number: 1991/005476/30

Physical Address: The Hub, 61 Oak Avenue, Centurion, 0157

Postal Address: Private Bag X148, Centurion, 0046

Intermediary's Compliance Department:

Tel: **(012) 311- 8006**

Fax: **(012) 311- 8408**

Intermediary's Complaints Department: complaints@telkomsa.net

Telkom intermediates insurance transactions on behalf of OMART Insure and is authorised to provide financial services in respect of licence category 1:1.2 Short-term Personal Lines and 1.6 Short-term Commercial Lines.

There are no restrictions on the FSP licence.

Telkom holds professional indemnity or fidelity insurance.

In the last 12 months Telkom has not earned more than 30% of its total remuneration from OMART Insure.

Telkom does not hold any shareholding in excess of 10% of OMART Insure.

Telkom has been exempted from section 19(3) audit report and liquidity requirements in terms of FAIS Notice 80 of 2023.

In order to mitigate potential conflict of interests OMART Insure continuously monitors Telkom's processes to ensure the fair treatment of its customers.

CLIENT IMPORTANT INFORMATION NEW POLICIES (COOLING OFF RIGHTS)

After accepting insurance cover with OMART Insure, you have the right to:

1. Within 14 days of receipt of the new insurance policy, cancel the policy which You have entered into with OMART Insure by way of a cancellation notice (either telephonically and/or in writing) to WWAS or OMART Insure.
2. OMART Insure will refund you the premium(s) received, subject to the deduction of any costs incurred during the period of insurance.
3. OMART Insure will, within 31 days of receipt of the cancellation notice from you, comply with the cancellation request.

All underwriting and claims matters should be referred to WWAS, as the appointed Administrator

If the information above was given to you verbally, it must be confirmed to you in writing within 30 days and any changes to supplier information noted above must be provided to you in writing.

You have an obligation to disclose all material information so that OMART Insure can accurately assess the risk, determine the premiums, terms & conditions that they apply to your policy.

If you do not give OMART Insure full and correct information, they may treat this insurance as though it never existed, decline all claims, and return your premiums to you, less any amounts owed to them.

Please do not sign blank or incomplete forms and if anyone completes or submits any transaction requirement on your behalf you must satisfy yourself of the accuracy and completeness of the information provided.

You have the right (on request) to a copy of any transaction requirement submitted and you are entitled to a copy of the policy free of charge.

OMART Insure may not cancel your insurance merely by informing your Intermediary. There is an obligation to make sure the notice has been sent to you.

OMART Insure must inform you at least 31 days before the cancellation of your policy, in writing, of their intention to cancel your policy.

You have an obligation to make sure all details are correct and you must review and update the cover periodically to ensure it remains adequate. If for any reason you are not entirely satisfied with OMART Insure's service and/or the product, please feel free to call WWAS on **080 003 3444**, to speak to a consultant.

You are entitled to a 15 (fifteen) day period of grace after the due date for the payment of your premium and throughout this period cover is maintained (this period of grace applies from the second month on monthly policies only). If your premium is paid by debit order it may only be in favour of one person and may not be transferred without your approval.

HOW TO CLAIM UNDER THIS POLICY

Procedures for the submission of a claim are determined by the policy wording

How to submit a claim/Contact us

Customer portal: <https://customer.Telkom.wwas.co.za/customer-portal>

Tel: 080 003 3444

Email: Telkomclaims@wwas.co.za

How to submit a complaint and who to complain to

Email WWAS on Telkomcomplaints@wwas.co.za

COMPLAINTS

You are entitled to complain if the service or product performance does not meet your expectations. There are a number of parties that can assist with your concerns, namely:

1. The Binder Holder or Intermediary, Worldwide Advisory Services (Pty) Ltd ("WWAS")	2. The Insurer - Old Mutual Alternative Risk Transfer Insure (OMART Insure)	3. The National Financial Ombud Scheme South Africa	4. FAIS Ombudsman	5. Telkom - Intermediary	6. FSCA
Email WWAS: Telkomcomplaints@wwas.co.za Telephone: 080 003 3444	Email OMART Insure: complaints@ominsure.co.za Telephone: 086 063 4357	Email: info@nfosa.co.za Telephone: 086 080 0900 Physical address: 110 Oxford Road First Floor, Houghton Estate, Johannesburg, 2198 Postal address: PO Box: 32334 Braamfontein, 2017 Website: www.nfosa.co.za	Email: info@faisombud.co.za Telephone: 012 762 5000/012 470 9080 Physical address: 125 Dallas Avenue, Menlyn Central Office Building, Waterkloof Glen, Pretoria, 0010 Postal Address: PO Box 41, Menlyn Park, 0063	Email Telkom on: fspcompliance@telkom.co.za Telephone: 012 311 8404 www.telkom.co.za	Email: info@fscsa.co.za Telephone: 0800 20 37 22/ 012 428 8000 Physical address: Riverwalk Office Park, Block B, 41 Matroosberg Road, Ashlea Gardens, Extension 6, Menlo Park, Pretoria, 0002 P.O. Box 35655, Menlo Park, 0102

Any complaint should, in the first instance, be referred to WWAS, if you are not satisfied with how your complaint is being handled and/or if it is not resolved to your satisfaction then you can refer your complaint to OMART Insure, if you are still not satisfied then you should refer your complaint to Telkom.

By entering into this insurance contract, you acknowledge that the sharing of credit, claims and underwriting information by insurers is essential to enable the insurance industry to assess risk fairly and to reduce the incidence of fraudulent claims. Consent is granted for information to be verified against other legitimate sources of databases.

USE OF YOUR PERSONAL INFORMATION (THE PROTECTION OF PERSONAL INFORMATION ACT, NO 4 OF 2013)

When you enter into this policy, you will be giving OMART Insure your personal information that is protected by data protection legislation. They will take all reasonable steps to protect your personal information. You authorise them to: a) Process your personal information to: - I. Communicate information to you that you ask them for. II. Provide you with insurance services. III. Verify the information you have given them against any source of database. IV. Compile non-personal statistical information about you. b) Transmit your personal information to any affiliate, subsidiary or re-insurer so that they can provide insurance services to you and to enable them to further your legitimate interests including statistical analysis, re-insurance and credit control. c) Transmit your personal information to any third-party service provider that they may appoint to perform functions relating to your policy on their behalf. You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.