

Policy Wording

Insurer and Service Providers

The Administrator	The Insurer
Smollan Financial Services (Pty) Ltd FSP # 46482 https://smollan.com/ Tel: 0821952 Email: vodaroute@vodacom.co.za	Vodacom Insurance Company (RF) Limited www.vodacom.co.za

Definitions

1. **“Accidental Damage”** This means incidents which happened unexpectedly and unintentionally, often because of unforeseen circumstances or actions that causes physical damage to an asset. This excludes general failure of assets due to age, wear and tear and manufacturing defects.
2. **“Asset”** This refers to the insured item which typically includes, but isn't limited to devices like cellphones, laptops, tablets, routers, smart watches etc.
3. **“Loss”** This means the sudden and unforeseen physical loss of the asset. “Lost” has the corresponding meaning.
4. **“Insured”** This refers to the person(s) (or sometimes organization or entity) that an insurance policy provides coverage for.
5. **“Policy”** This refers to the agreement between the Insured, and the Insurer together with the schedule hereto.
6. **“Premium”** This is the amount of money you, the insured, pay to the insurer in exchange for cover under this policy.
7. **“Insurance Replacement Device”** This refers to devices that have been restored and tested to be in an “as good as new” state with a 1-year warranty. These devices may be used in certain scenarios for cellphone replacements.
8. **“IMEI Number”** This is the unique IMEI number, mobile networks use to identify valid devices and can stop a stolen phone from accessing the network. Most modern cellphones have 2 IMEI's which are used for a second SIM card, or e-SIM.
9. **“Theft”** Theft is the act of taking another person's property or services without that person's permission or consent with the intent to deprive the rightful owner of it. “Stolen” has the corresponding meaning.

General Conditions

You need to have insurable interest

Insurable interest exists when an insured person derives a financial or other kind of benefit from the continuous existence, without repairment or damage, of the insured asset. This means you cannot claim for an asset that, if lost or damaged, would not result in a financial loss for you.

For example:

1. You cannot claim for a phone you sold to someone else.
2. You can insure and claim for a laptop you purchased for a direct family member.

If your insurable interest on an asset changes, please notify us immediately by calling us on 082 1952, or emailing us on vodaroute@vodacom.co.za

No rights to other persons

You may not transfer your policy and associated benefits payable to another person. Any attempt to do such a transfer will not be recognised by the insurer, and we will continue to contract with the insured as if no contact was made with someone else.

Changes to Your Policy

We have the right to amend or apply restrictions to your policy, premium, cover amount and terms and conditions at any time, and for any reason, including changes related to legislation or other rules applicable to this policy, and we will notify you of the change giving 30 (thirty) days in writing.

Cancellation of the Policy

1. You can cancel your policy at any time by calling us on 082 1952 or in writing by sending a cancellation request to vodaroute@vodacom.co.za.
2. You can cancel this Policy within 14 days from the Plan's Start Date (this is known as the "cooling off period"). During this period, we will refund any premiums paid if you haven't claimed.
3. We can cancel the policy, or any part of it, by giving you 31 (thirty-one) days' notice.
4. If you cancel your policy after the cooling off period, the premiums paid will not be refunded to you as you would have had the benefit of cover.
5. For policy holders billed to their Vodacom contract, if your account is suspended, soft locked or disconnected by Vodacom, the cover provided by your policy will be suspended immediately with no cover. Your cover will only resume once Vodacom reinstates all your services.
6. We may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other action that we consider necessary to comply with the law and prevent or stop undesirable or criminal activity.

7. Upon cancellation by you or us, you may receive a proportionate refund for the period from cancellation date until the end of the month, provided that no claims were made during that month.

Paying your premiums

1. Your policy remains in force for as long as your premiums are paid.
2. Your premium is payable monthly.
3. In the event that your premiums are not paid you must pay within 31 (thirty-one) days from the date the premium was due to maintain your policy.
4. If no premium is received within that time your policy will be cancelled retrospectively.
5. All premiums must be paid in full before any claim is validated. For Vodacom contract customers this means that your Vodacom account must be up to date.
6. If you added your premiums to your Vodacom account, and that Vodacom account goes into arrears, your insurance policy will be impacted and may be terminated. Vodacom will inform you when your Vodacom account goes into arrears.
7. We have the right to change your premium at any time subject to 31 (thirty-one) days written notice to you.

Other Insurance (Dual Insurance)

If the insured asset is covered for theft, loss, or accidental damage by any other insurance policy, we shall only be liable for a pro rata portion of the claim excluding the excess which is payable by you.

Duty to safeguard your assets.

You shall at all times take reasonable steps to safeguard the insured asset(s) from loss or accidental damage, failure to do so may result in your claim being declined by the insurer.

Misrepresentation, non-disclosure, or false declaration

1. All premiums must be paid in full before any claim is validated or administered.
2. You must disclose any material facts and supply all information. Any material misrepresentation, non-disclosure or false declaration shall render the policy as a whole, voidable from date of inception at the instance of the insurer. In such an event:
 - You will be liable to reimburse us any amounts paid to you, under this policy; and
 - We will not be obliged to pay any claim lodged under this policy.
3. If there are false declarations made at the time of claiming which results in fraud, all benefits under this policy shall be forfeited and your policy will be cancelled with immediate effect.

The privacy of your personal information

We take our responsibility to protect your personal information very seriously. Below is a summary of how we deal with your personal information. You can view the detailed privacy notice here: <https://www.vodacom.co.za/vodacom/terms/privacy-policy/insurance-company>

Communication

In order for us to effectively manage your policy, we'll have to communicate with you from time to time via WhatsApp, SMS, or email. Notifications are sent for the following reasons:

1. Policy and claim status notifications.
2. Request for information regarding your policy or claim.
3. Important notifications that may affect your policy.

The use of asset information

The insurer reserves the right to use asset information like device IMEI or serial numbers to do investigations during claims stage as a means of managing our risk.

As an example:

Mobile network activity and blacklist status will be checked on all IMEI's associated to a lost or stolen network device for example a cellphone or tablet, during a claim as part of our validation process. We will also continue monitoring for future activity, to ensure these devices are not again used on any network, such as Vodacom.

Cover Options

During the signup process these product options will be available to you for selection. You are only covered for the benefits associated with your selected cover type.

Incident Description	Cover Options	
	Accidental Damage	Comprehensive
Accidental Damage	Yes	Yes
Theft	No	Yes
Loss	No	Yes

1. We may decide whether we will repair or replace the asset.
2. We will not pay out a cash settlement.
3. You must monitor your cover and may need to review and update the cover periodically to ensure it remains adequate.

Comprehensive Cover

This option covers you in the event of accidental damage, theft, or loss of your asset.

1. If your asset was lost or stolen, we will replace it with the same or similar, or an insurance replacement device of the same type. We will not replace, with a more extensive or expensive model than the asset insured.
2. Insurance replacement devices will be issued at the discretion of the insurer.
3. We will always strive to do a replacement with the same colour as the original insured asset. The colour of the replacement asset/s will therefore be issued, subject to availability.
4. If your asset can be repaired, we will pay the costs reasonably incurred to restore it to the condition it was in immediately before the accidental damage occurred.
5. If your asset is beyond economic repair as determined by an authorised repair centre, we will replace it with the same or similar, or an insurance replacement device of the same type. We will not replace, with a more extensive or expensive model than the asset insured.
6. If your asset is beyond economic repair, you are required to provide us with the damaged asset on collection of the replacement.
7. Whilst it is not a condition for cover, we encourage you to manage your damage risk, by taking care of your assets. As an example, making use of a screen protector and a protective cover to help protect your asset.

Accidental Damage Cover

This option covers you in the event of accidental damage to your asset.

1. If your asset can be repaired, we will pay the costs reasonably incurred to restore it to the condition it was in immediately before the accidental damage occurred.
2. If your asset is beyond economic repair as determined by an authorised repair centre, we will replace it with the same or similar, or an insurance replacement device of the same type. We will not replace, with a more extensive or expensive model than the asset insured.
3. If your asset is beyond economic repair, you are required to provide us with the damaged asset on collection of the replacement.

Cover options specific to cellphones

For cellphones we have two distinct product offerings. Depending on the selected cover option, the following terms will apply:

1. Vodacom Network Only

- a. With this option the insured cellphone must be always in use with a Vodacom SIM card.
- b. Your claim will not be paid if the insured cellphone wasn't in use with a Vodacom SIM card at the time of the insurable event.

2. Any Network

- a. With this option you can use the insured Cellphone on any network

As an added benefit you will be covered for world-wide trips for up to 30 days per trip travelling abroad.

What is not covered

1. For the "Vodacom Network Only" cover option, you are not covered if your cellphone was not in use with a Vodacom SIM card.
2. For the "Vodacom Network Only" cover option, any claim where there was no network usage of the insured cellphone, for a period of 7 (seven) days prior to date of Loss, Theft or Accidental Damage.
3. Loss or damage resulting from political or non-political riot, strike or civil commotion, public disorder, war, terrorism, or public violence or which is insurable by SASRIA (South Africa Special Risks Insurance Association).
4. Any costs of replacing, reinstating, or making good wear and tear, gradual deterioration, scratching of outer casings, aerials, or keypads.
5. Loss, damage, or failure for which the manufacturer or supplier is liable, or which is covered by a current maintenance contract or warranty.
6. Damage which existed before your policy started
7. Failure of batteries.
8. Any consequential loss or damage.
9. Items which are in the process of being delivered
10. Any claim arising from incidents that caused damage to the insured asset that were planned, intentional or due to abuse or neglect.
11. Loss of, damage to or corruption of data as a result of electronically conveyed viruses or defects in design or manufacture.
12. Loss of data, personalised ringtones, graphics, downloaded material, apps or software.
13. Any claim in respect of any additional equipment or accessories not covered under the policy schedule, including but not restricted to carrying cases, battery chargers, screen protectors etc.
14. Theft by false pretences or scams: We do not cover any loss or damage if you are tricked by any means into parting with your insured asset.
15. Power surges

How to claim

1. If the insured asset is lost, stolen, or damaged you must report the claim to us as soon as possible after discovery, and within 30 (thirty) days.
2. Claims can be submitted at any Vodacom Shop, or it can be emailed to vodaroute@vodacom.co.za
3. If you are submitting a claim via email, please obtain a claims form by calling the administrator on 082 1952
4. In the event that your asset is stolen or lost You MUST:
 - Report this to the South African Police Services and obtain a case number within 48 (forty-eight) hours.
 - Copy of the police report / affidavit must be submitted with your claim.
 - In the event of cellphones, or laptops and tablets with a SIM card, block the SIM Card listed on the Policy with your mobile operator. For Vodacom call 082 135.

- In the event of cellphones, or laptops and tablets with a SIM card, blacklist all IMEI's associated with the asset, and obtain an I.T.C. reference number for each IMEI.
 - For Vodacom call 082 135.
5. You must give all reasonable assistance in the recovery of the Lost or Stolen asset and identification thereof.
 6. Should a claim be paid in respect of a lost or stolen asset, and your asset is recovered, the recovered asset becomes our property.
 7. If you are given a replacement in respect of an asset which is beyond economical repair, the damaged asset becomes our property and must be handed over to the supplier at the point of collecting the new replacement asset.
 8. In the event of your claim being the subject of a dispute or is rejected by us, then:
 - You have 90 (ninety) days from the date of receipt of the notice of rejection or dispute from us to lodge such representation.
 - In the event of a dispute being unresolved you may take legal action by way of summons against us within 180 (one-hundred-and-eighty) days after expiry of the initial 90 (ninety) day period, failing which you will forfeit your claim and no liability can arise in terms of such a claim.
 9. Should you fail to collect an asset which has been repaired or replaced within 60 (sixty) days from date of loss, you will forfeit the claim and the asset will be sold or returned to stock to defray expenses.

Excess Amount Payable by You.

Excess amount payable by you	
Repair / Replace with Insurance Replacement Device	Replace with a new device
10% of repair cost (Subject to a minimum of R100 and a maximum of R1000)	15% of the replacement cost (Subject to a minimum of R100)

1. The excess is a condition of the policy by which the insured pays for a part of the claim.
2. Your basic excess will be doubled if you claim within the first 60 (sixty) days from date of inception of this policy. However, for Vodacom customers on contract paying via add to bill, the double excess will not be applicable if the insurance inception date coincides with your Vodacom subscriber agreement. For customers paying via debit order, the double excess will not be applicable if the insurance inception date coincides with the date of purchase of the asset.
3. Your excess will be doubled if your claim occurs within 24 (twenty-four) months of a previous successful claim for the same benefit option on this policy.
4. If the replacement cost of the asset, as determined by the insurer, is greater than the insured value, at time of claim, then you will be responsible for the difference.

Complaints

For any complaints or disputes, contact: complaints.vodasure@vodacom.co.za

If you are still dissatisfied with the dispute, you are entitled to approach National Financial Ombudsman Scheme of South Africa, at:

Telephone:	0860 800 900
WhatsApp	066 473 015
Fax:	011 726 5501 / 011 674 0951
Email	info@nfosa.co.za