

Underwritten by Mutual & Federal Risk Financing Ltd

OPERATIVE CLAUSE

Mutual & Federal Risk Financing Ltd (The Insurer) agrees to provide insurance in terms of this policy during any period of insurance for which it accepts a premium.

SCHEDULE

Device ID :(eg Cell #)

Account Name:

User Name:

Make of Equipment:

Model:

Value of Equipment:

Serial Number (IMEI):

PERIOD OF INSURANCE: From date of payment of first premium to month end and any subsequent month period for which you shall pay and we shall accept a renewal premium.

COVER SELECTION

Table with 5 columns: Maximum Limit Of Indemnity, Premium, Administration Fees Payable To TELKOM, Total Amount, Choice. Values include R xxxxx and R xxx.

Premiums are payable via debit order

DECLARATION BY INSURED

I declare that I have applied for insurance cover in terms of the attached Policy of Insurance. I understand that the cover is only effective while the CELLPHONE is used together with the Cellphone Number listed on the Schedule forming part of this document and that I am aware of the First amount payable (Excess) in the event of a Claim.

I confirm that I am in possession of the equipment listed in the Schedule as at the date of inception indicated below.

I understand that I am solely responsible for ensuring that Telkom is apprised of any changes to the equipment listed as insured.

I accept that the onus rests on me, the Insured, to ensure that the premium has been added as a separate line item on my monthly account and that all premiums are paid timeously.

I understand that this declaration forms part of the Policy and that it should be read in conjunction with the Schedule and Policy.

Signed: [Signature Box] Date: [Date Box]

KEY COMPONENTS OF YOUR CELLPHONE INSURANCE COVER

These notes are for your information and do not form part of your insurance contract. Your insurance cover is more fully described in the attached Policy of insurance, please take the time to read the Policy wording and if anything is unclear, contact TELKOM on 011 XXXXXXXXXX or email insurance@TELKOM.com.

You should however, be aware of certain points, which can affect the cover:

- The Schedule shows the Cellphone number and the Serial Number (IMEI number) of the Equipment. You are only covered when the two are used together.
If you are aware of any Claim, contact TELKOM. You have to send TELKOM a completed Claim form within 30 days of the event.
You will have to pay an excess when you submit a Claim. There is an additional excess if the Claim arises out of water damage or loss in water- please refer to the Policy
Multiple Claims will attract a higher excess. A specific 12 month period will be calculated from the date of the first Claim.
Claims will not be valid if premiums are not paid.
Remember to take good care of your Equipment at all times.
If leaving your vehicle unattended, please lock the vehicle and keep your Equipment hidden from view, preferably in a locked compartment.
TELKOM will only replace lost or badly damaged Equipment with one of the same as the one you had. You will not get a better or more modern Equipment. If the equipment is no longer available, we will replace with another model of the same or similar specification and value.

# POLICY WORDING (TERMS AND CONDITIONS)

## DEFINITIONS

You/your/yourself means the person or entity as defined under Account Name in the schedule. We/Us/Our means the insurer Mutual & Federal Risk Financing Ltd. CELLPHONE means the Serial Number (IMEI) used with the TELKOM Cellphone number listed in the schedule.

Cellphone number means the TELKOM number listed on the schedule. Should the device number not be available at the time of completion of this document, cellphone number refers to the number to be issued to you by TELKOM in terms of your Cellular Service Agreement. SIM card means the sim card connected to the TELKOM Cellphone Number listed in the schedule.

### a/ MATERIAL DAMAGE COVER

i/ Equipment- Theft or sudden and unforeseen physical loss of or damage to the Equipment listed on the Schedule during the period of Insurance from any cause or event not excluded.

### b/ UNLAWFUL USE OF SIM CARD

In the event of loss or theft of the Sim Card issued to you Telkom shall not be liable for any cost incurred for data usage or cellular phone calls made by use of the card.

## LIMITS OF INDEMNITY

### a/ MATERIAL DAMAGE

The maximum limit of indemnity payable in the event of a Claim in respect of the Equipment shall be the amount specified in the Schedule, which forms part of this Policy. The Equipment, used with the TELKOM Sim card at the time of the theft, loss or damage, will be replaced up to the value of the Equipment at the time of the theft, loss or damage, alternatively, to the value of the Equipment as indicated in the Schedule or the maximum sum insured whichever is the lesser.

## FIRST AMOUNTS PAYABLE

	Band	First Amount Payable/Excess
1.	0-1000	R250.00
2.	1001-3000	R350.00
3.	3001-5000	R500.00
4.	5001-7500	R500.00
5.	7501-12500	R750.00
6.	12501-15000	R750.00
7.	15001-20000	R1000.00

### b/ UNLAWFUL USE OF SIM CARD

The excess payable in the event of a loss is Rnil.

## SPECIFIC CONDITIONS

### A/ MATERIAL DAMAGE

Basis of indemnity- Subject to the Maximum limit of indemnity our liability is limited to the cost of repairs or replacement of the equipment at our sole options, as follows:

### i) PARTIAL DAMAGE

In the event that Equipment is damaged, and TELKOM is of the view that it could be repaired, TELKOM will pay the costs reasonably incurred to restore the Equipment to its working condition. In the event that such costs exceed 50% of the value of the Equipment, it will be replaced, in the sole discretion of TELKOM.

### ii) TOTAL LOSS

At TELKOM's discretion we will replace the equipment subject to the maximum limit of indemnity as follows:-

- with the same model; or
- should the Equipment no longer be available, we will replace with another model of the same or similar specification, value and availability at the time of indemnification.

TELKOM will not replace the Equipment with another model if the Equipment is still available.

### B/ UNLAWFUL USE OF SIM CARD

i. It is a condition precedent to cover that you shall take all reasonable steps to safeguard sim card at all times

ii. You must report all losses to TELKOM at the earliest opportunity and not more than 24 hours after becoming aware of such loss

### SPECIFIC EXCLUSION TO UNLAWFUL USE OF SIM CARD COVER

We will not indemnify you against any costs incurred as a result of use of such Sim card by a member of your household or fellow employees or any other person known to you.

## GENERAL EXCEPTIONS

We will not indemnify you against:

1. any 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); or
2. any costs of replacing, reinstating or making good wear and tear, gradual deterioration, scratching or other superficial damage to outer casings, aerials or keypads; or
3. any loss or damage during the hire or loan of the Equipment listed on the Schedule to a Third Party; or

4. any loss of or damage to the Equipment listed on the Schedule resulting from theft or any attempt of theft from any unattended vehicle, unless such vehicle is locked and the Equipment is concealed out of sight and forcible and violent entry into the vehicle is made, necessitating repairs to such vehicle, and the original repairs invoice for such damage is supplied with the Claim; or
5. any loss or damage to batteries, other than when they are stolen or lost together with the Equipment listed on the Schedule; or
6. any consequential loss or damage arising from not being able to use the Equipment or otherwise incurred; or
7. any Claim arising from abuse, misuse or neglect of the Equipment; or
8. loss, damage or failure for which the manufacturer or supplier is liable, or which is covered by a current maintenance contract; or
9. erasure, corruption of data or defects in design or manufacture; or
10. failure of batteries; or
11. any Claim in respect of any additional equipment or accessories including carrying cases, battery chargers, hands-free kit or external antennae.
12. Sanctions Exclusion: No insurer / reinsurer / co-insurer shall be deemed to Provide cover and no insurer / reinsurer / co-insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer / reinsurer / co-insurer to any sanction, prohibition or restriction under United Nations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## GENERAL CONDITIONS

### i/ OTHER INSURANCE

If you cover the Equipment against Material Damage provided for above, with another insurance company simultaneously with this Policy, we shall only be liable for a rateable proportion of the Claim.

### ii/ CANCELLATION OF COVER

You may cancel the policy at any time by letting us know. The insurer may cancel the policy at any time by giving 30 days notice in writing to the last known address we have for you. Cover automatically ceases if the Equipment is blacklisted or the Sim Card is disconnected by TELKOM for whatever reason. If premium payments are not received, cover will be cancelled automatically and you would be required to re-apply for such cover.

### iii/ CLAIMS

1. If the Equipment insured is irretrievably lost, stolen or damaged you must report the loss to TELKOM to have the airtime connection disabled and complete the standard Claim Form in full.
2. Stolen or lost Equipment must be reported to the South African Police Services and a case number or sworn affidavit must be obtained and provided to TELKOM together with the Claim Form.
3. Claims must be reported to TELKOM as soon as possible after discovery of the loss or damage and in any event within 30 days. Failure to submit a Claim Declaration within 30 days will result in rejection of your Claim.
4. You must give all reasonable assistance in the recovery of the lost or stolen Equipment and identification thereof.
5. Any damaged or stolen and recovered Equipment which is replaced by TELKOM becomes TELKOM's property and can be disposed of in any manner which it considers appropriate.
6. In the event of any Equipment found to be uneconomical repairable no Claim for a replacement Equipment will be entertained until the damaged Equipment is handed to the representative of TELKOM.
7. In the event of rejection of a Claim no further liability will attach unless summons is served on TELKOM/ us within 180 days of repudiation.
8. Should you fail to collect the Equipment which has been repaired or replaced within 60 (sixty) days from date of the loss, you will forfeit the Claim and the Equipment will be sold or returned to stock to cover expenses.
9. In the event of the Equipment being lost or stolen the Equipment will be blacklisted or Grey listed on the GSM Network, at the sole discretion of TELKOM. No Claim will be entertained unless this condition is complied with.
10. In the event where the Telkom account is in arrears, no Claim will be entertained.

### iv/ FRAUD

If any Claim is in any respect fraudulent, all benefits under this Policy shall be forfeited and TELKOM reserves the right to institute criminal proceedings against you for such fraudulent Claim.

### v/ NO RIGHTS TO OTHER PERSONS

Unless otherwise provided, nothing in this Policy shall give any rights to any person or organisation other than you and TELKOM.

### vi/ PREMIUM PAYMENT

In the event that a premium is not paid within 15 days of the due date:-

1. as a result of your debit order reversing for whatever reason this Policy will be suspended at midnight on the date that the premium was due to be paid.
2. In the event that a premium is not paid on the due date for any other reason other than described in 1 above, TELKOM will re-debit in the following month and should the outstanding premium not be paid when re-debited, the Policy will be cancelled from the date the first unpaid premium was due to be paid. No cover attaches during the period where your account is not paid in full.

### vi/ CHANGES TO EQUIPMENT/USB MODEM ISSUED TO YOU IN TERMS OF THIS POLICY

It is your duty to inform TELKOM should you make use of CELLPHONE other than that issued to you with the Cell phone number.

### viii/ INSURANCE REQUESTED ON ANY SUBSCRIBER AGREEMENT

A waiting period of 90 days shall apply from the date of inception of cover. Any new request for insurance on an existing subscriber agreement is subject to Equipment assessment from TELKOM, which request shall be approved in TELKOM's discretion

## Disclosure Notice to Short Term Insurance Policyholders

This document, in conjunction with the policy document, provides important information about the short term insurance policy you have purchased. These documents will assist you in understanding your rights, obligations and whom to contact. Please read this document carefully and retain it with your policy documents.

Important Details about your broker (Financial Services Provider)	
Name	Telkom SA SOC Limited FSP Number: 46037
Contact Details	<b>Tel:</b> (012) 311 - 8006 <b>Fax:</b> (012) 311 - 8408 <b>Email:</b> <a href="mailto:fspcompliance@telkom.co.za">fspcompliance@telkom.co.za</a> <b>Web:</b> <a href="http://www.telkom.co.za">www.telkom.co.za</a>
Address (Postal & Physical)	Postal: Private Bag X148, Centurion, 0046 Physical: Telkom Park – The Hub, 61 Oak Avenue, Centurion, 0157
Legal Status	Company Registration Number 1991/005476/30 Registered as a Financial Services Provider, FSP Number: 46037
Income earned by Telkom	Telkom has not earned at least 30% of its income in the last 12 months from this product supplier
Ownership interest in the Product Supplier	Telkom does not own more than 10% of the shares of the product supplier.
Professional Indemnity, Fidelity Insurance & Guarantees held	Yes
Other Matter of Importance:	
<ul style="list-style-type: none"> <li>You must disclose all material facts to Mutual &amp; Federal Risk Financing Limited. A material fact is one which is so important to Mutual &amp; Federal Risk Financing Limited that if it had known about it, Mutual &amp; Federal Risk Financing Limited may not have insured you or may have insured you on different terms and conditions.</li> <li>You must be completely honest in all your dealings with Mutual &amp; Federal Risk Financing Limited. It is your responsibility to ensure that all statements, answers or other information provided by you or by your broker to Mutual &amp; Federal Risk Financing Limited are accurate and complete. If you do not provide complete and accurate information, it may affect the validity of your policy and any claim you submit may be rejected.</li> <li>Your duty of disclosure continues for the duration of your policy. You must inform Mutual &amp; Federal Risk Financing Limited of any changes to material facts or new material facts. This includes any losses you suffer whether or not you elect to claim for the loss.</li> <li>If you do not pay your premium on time as stipulated in your policy, your policy will lapse and you will not have any cover for losses suffered.</li> <li>The broker is a non-mandated intermediary and has an intermediary contract with Mutual &amp; Federal Risk Financing Limited. They are also authorised to perform binding functions on behalf of Mutual &amp; Federal Risk Financing Limited. The broker does not have any contractual agreements with any other Short Term Insurer. The product supplier is responsible for the product; the broker is responsible for the sale of the product.</li> </ul>	
Important Details about your Product Supplier	
Name	Mutual & Federal Risk Financing Limited
Registration Number	1966/010741/06
Contact Details	<b>Tel:</b> (011) 374-9111 <b>Web:</b> <a href="http://www.mf.co.za">www.mf.co.za</a>
Address (Postal and Physical)	<b>Postal:</b> Private Bag X21, Bryanston, 2021 <b>Physical:</b> 152 Bryanston Drive, Bryanston, 2021
Professional Indemnity and Fidelity Insurance held	Yes
Legal Status	The product supplier is a short term insurer which underwrites and is authorised to issue personal lines policies and commercial policies. It is also an authorised financial service provider. There are no restrictions on the FSP licensing conditions. No exemptions exist
Functions of the Insurer outsourced to another FSP	The Financial Services Provider may receive a fee (up to a maximum of 12% (twelve percent) of your premium for outsourced services rendered by the Financial Services Provider on behalf of Mutual & Federal Risk Financing Limited. This fee does not increase the cost of your insurance. Furthermore, regulated commission of 12, 5% in respect of motor insurance and 20% in respect of non-motor insurance is paid to your broker.
How to submit a claim	
Finrite has been authorised to process your claim on behalf of Mutual & Federal Risk Financing Limited. You can submit your claim to your Finrite.	
Telkom Claims Department	<b>Contact] Details</b> Email: <a href="mailto:telkominsurance@finrite.co.za">telkominsurance@finrite.co.za</a> Tel: 0861005674 Fax: 0864575765
How to complain	
If you are dissatisfied with the financial services provided to you, you have a right to complain. The details for the relevant complaints departments are detailed below. Please put your complaint in writing. If your complaint is not resolved to your satisfaction you can lodge your complaint with the Ombudsman. Their details are reflected in the next section. The complaints processes are published on the website of each of the providers.	
Product Suppliers Complaints Department	The complaints procedure is available on <a href="http://www.mf.co.za">www.mf.co.za</a> under "Contact Us" option. Email: <a href="mailto:complaints@mf.co.za">complaints@mf.co.za</a> Tel: 0860 634 357 Post: Mutual & Federal Customer Experience Centre, PO Box 1120, Johannesburg, 2000
Telkom Complaints Department	<b>Tel:</b> (011) 375 1888 <b>E-mail:</b> <a href="mailto:Complaints@finrite.co.za">Complaints@finrite.co.za</a> Postal: PO Box 22524, Helderkruijn, 1733
Important Details about the Ombudsman	
FAIS Ombudsman:	<b>Email:</b> <a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a> <b>Tel:</b> (012) 470-9080 or 0860 324 766 <b>Fax:</b> (012) 348-3447 or (012) 470 9097 <b>Web:</b> <a href="http://www.faisombud.co.za">www.faisombud.co.za</a>
Short Term Ombudsman:	<b>Email:</b> <a href="mailto:info@osti.co.za">info@osti.co.za</a> <b>Tel:</b> (011) 726-8900 or 0860 726 890 <b>Fax:</b> (011) 726-5501 <b>Web:</b> <a href="http://www.insuranceombudsman.co.za">www.insuranceombudsman.co.za</a>
Compliance Departments	
Product Suppliers Compliance Department	<b>Email:</b> <a href="mailto:compliance@mf.co.za">compliance@mf.co.za</a> <b>Tel:</b> (011) 374-9111
Telkom FSP Compliance Department	<b>Email:</b> <a href="mailto:fspcompliance@telkom.co.za">fspcompliance@telkom.co.za</a>
Finrite Insurance Administrators a Division of AON	Key Individual: Karen Matthews. Compliance officer: Ms Petronella Tolom. Tel: 011 944 7000 Fax: 011 944 8000 Email: <a href="mailto:comments@aon.co.za">comments@aon.co.za</a>
Conflict of Interest	

(TELKOM) shares in the profit generated by your short term insurance policy. TELKOM mitigates this conflict of interest by only providing one short term product option. You need to understand that you will not be provided with independent advice.

The conflict of interest policy of the product supplier and the broker may be accessed at [www.mf.co.za](http://www.mf.co.za) and on the brokers website respectively or by contacting their offices.

#### Other Matters of Importance

- You must be informed of any material changes to the information of the broker.
- If any complaint is not resolved to your satisfaction, you may submit your claim to the FAIS Ombudsman.
- Polygraph or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such test.
- If your premium is paid by debit order, the debit order must be in the favour of the broker and may not be transferred without your approval.
- The broker must give 30 days' notice in writing of its intentions to cancel your debit order.
- The Product Supplier (insurer) and not the broker must give reasons in writing for the rejection of any claim submitted by you.
- The Product Supplier (insurer) must give written notice of its intention to cancel your policy
- XXXX is an associate of Company Name and has an ownership interest in Mutual & Federal Risk Financing which will give financial benefit to XXXX in the event that the Mutual & Federal Risk Financing Limited policies in respect of which Company Name acts as intermediary are profitable to the insurer. In order to mitigate such potential conflict of interest of Company Name, Company Name complies with relevant regulatory requirements under the STIA and FAIS and is committed to providing financial services that is fair and unbiased and to acting in the interests of its clients.

#### Warnings

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents handed to you.
- Make notes of as to what is said to you.
- Ask for a letter of representation from your adviser.
- Do not be pressurized into buying the product
- Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance