



Cell C SIM Card Insurance Policy Wording

cell ©

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

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A. Introduction

1. Welcome to Hollard

This insurance policy is intended to give you peace of mind that you will be covered when your SIM card is used, cloned or swapped after your device is lost or stolen.

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 SIM card, 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

Cell C	The cellular network provider where you have a subscriber agreement.
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.

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 or SIM card

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 or SIM Card detail.](#)

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. Hollard 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 loss

You must maintain your device and take all reasonable steps to prevent loss.

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 31 days' written notice to you.
- After we have settled a claim for any of the insured events, you may amend your existing policy by asking Worldwide Advisory Services to cover the replacement SIM card under this policy. Worldwide Advisory Services will issue you with an updated policy schedule including the details of the replacement device, SIM card and your premium.

F. SIM card cover

1. Insured events

We will cover you for the following insured events after the loss or theft of your SIM card or device during the period of insurance:

- **SIM card cloning:** If another person clones your SIM card to create another duplicate SIM card without your knowledge.
- **SIM card swap:** If another person replaces your existing SIM card with a new SIM card without your knowledge.
- **Unlawful usage:** Any charges debited to your account after the loss or theft of your SIM card or device.

2. How we will settle your claim

You will receive the below benefits after an insured event. **No benefits will be paid out in cash.**

- **SIM card cloning:** R500 airtime and data combination.
- **SIM card swap:** The cost of an authorised SIM card swap, up to a value of R115 (inclusive of VAT).
- **Unlawful usage:** Charges debited to your account for period of 24 hours from the time that your SIM card or device is lost or stolen to when it is blacklisted, up to a maximum of R1 000 (inclusive of VAT).

3. 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.

4. Conditions of cover

- The device must belong to you or a member of your family for whom you are financially responsible.
- The SIM Card must be registered on the Cell C network.
- The IMEI number on the device must match the IMEI number that is recorded on the 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.

G. Exclusions – what we do not cover

Hollard will not pay a claim in any of the following instances:

1. 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).

2. Consequential loss

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

3. 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.

4. War, terrorism, riots and protest actions

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

5. 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.

H. Claiming under this policy

1. Claims process

If your SIM card or your device is lost or stolen, you must:

- Complete a claim form within 30 days of the date of the claim 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.
- Notify Cell C immediately so that they can blacklist the SIM card or device on the Cell C network. This lost or stolen SIM card or device may never be used again. **We cannot process your claim unless this has been done.**
- Notify the police within 48 hours of the device being blacklisted.
- Provide Worldwide Advisory Services with a police case number and an affidavit confirming the details of the claim incident.
- Provide Worldwide Advisory Services with all information, documents and evidence requested to prove your claim.

2. 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.

3. 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**.

4. 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 Hollard will no longer be legally responsible to pay the claim.

I. When your cover ends

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

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

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

Step 2: Complain to the Hollard Insure Complaints team

Should your complaint not be 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.

If we do not accept a claim or if you don't agree with the amount of the claim, 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

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: ويا@hollard.co.za

Tel: 011 351 5652

Fax: 011 351 0801

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:

[http://](http://www.faisombud.co.za)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

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.