

Definitions

- "Virgin Vitals"** means the schedule provided by Virgin Mobile detailing the policy information;
"You/Your" means You as an eligible person who has been accepted by Hollard and has a Virgin Mobile phone which is insured in terms of this policy;
"We/Us/Our" means The Hollard Insurance Company Limited;
"Due Date" means the date of Your monthly payment as stated on the Virgin Vitals.
"Finrite" means Finrite Administrators (Pty) Limited: duly appointed and authorised by The Hollard Insurance Company Limited to administer policies and claims on their behalf

INTRODUCTION

This policy wording, as amended from time to time, together with any application forms or information and any declarations form the basis of the insurance contract between You and Us. If You fail to comply with the terms and conditions of this policy You will not be entitled to any benefit. Keep this policy with Your Virgin Vitals, as they both form part of the insurance contract between Us. Claims lodged will be administered and managed by Finrite on Our behalf.

Please phone (011) 375 1945 or fax 086 506 7000 if You have any queries.

GENERAL CONDITIONS

1 PREMIUM

Provided We receive the correct premium on Due Date, We will indemnify You against theft of, accidental loss, or damage to Your mobile and/or the SIM card (see Part One below) during the period of insurance, on the terms of this policy as it is amended from time to time. Our liability is limited to the sum insured stipulated as the value of Your mobile on Your Virgin Vitals. Premiums are due and payable by credit card or debit order on a monthly basis, 30 (thirty) days after the previous premium payment. You will be entitled to a period of 15 (fifteen) days from the premium Due Date within which to pay the premium. This only applies from the second month of the period of insurance. If the premium is not paid, cover shall be automatically cancelled and shall cease at midnight on the day before the unpaid premium became due.

- 1.1 We will, from time to time, review the level of contributions in relation to the benefits, and will advise You of any changes that may be necessary by giving You 30 (thirty) days' written notice.
- 1.2 We may amend or endorse this policy at any time by giving you 30(thirty) days notice in writing to your latest known address

2 PERIOD OF INSURANCE

The period of insurance (when this policy is valid) will be subject to Our receipt and acceptance of the premium. The policy will renew automatically on the first day of every month.

3 CANCELLATION

This policy may be cancelled by You or by Us by giving written notice. Your cover will continue to the end of the calendar month in which You cancelled. We may cancel Your policy with written notice after the 3rd (third) claim within any 18-month (eighteen-month) period.

4 DELIBERATE OR FRAUDULENT ACTS IN MAKING A CLAIM

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this Policy may be avoided or cancelled at Our discretion from the date of any fraudulent conduct and all premiums paid in respect of such policy shall be forfeited and this policy may be avoided or cancelled at Our discretion from the date of the fraudulent conduct:

- 4.1 if any claim or part thereof under this Policy is in any way fraudulent or if fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any Insured Event under this Policy is occasioned by Your intentional conduct or that of any person acting on Your behalf or with Your connivance; or
- 4.2 if any fraudulent information and / or document, whether created by You or any other party is provided to Us by You or anyone acting on Your behalf or with Your connivance in substantiation or support of any claim under this Policy and whether or not the claim in itself is fraudulent; or
- 4.3 if the quantum of any claim is deliberately exaggerated by You or anyone acting on Your behalf or Your connivance, for any reason whatsoever, and whether or not the claim in itself is fraudulent.

Where any benefit under this Policy is forfeited in circumstances set out in this General Condition, You shall repay to Us all amounts which We may have previously settled in respect of all claims forfeited without prejudice to Our right to recover any other damages which We may have suffered as a result of the fraudulent conduct.

5 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

Misrepresentation, mis-description or non-disclosure of any material fact or circumstances in connection with a claim in terms of this policy or Your application for this policy shall render this policy voidable. If a benefit is paid to You as a result of any misrepresentation, non-disclosure, mis-description or fraudulent actions on Your part, You will be obliged to repay or return the benefit and We shall be entitled to take legal action against You to recover the benefit or any costs involved.

6 JURISDICTION

This policy is subject to the laws of the Republic of South Africa whose courts shall have sole jurisdiction. Where payment is to be made to or by Us, it shall be made in the currency of the Republic of South Africa at Our head office unless We allow otherwise.

7 REJECTION OF CLAIMS AND TIME BAR

Where You dispute the rejection of Your claim or cancellation of Your policy You must write to Us within 90 (ninety) days of the date of the rejection letter or cancellation letter. Representation must be submitted in writing to:

The Manager
Hollard Retail Division
PO Box 87419
Houghton
2041
Fax: 011 351 8013

Alternatively, You may contact:

The Ombudsman for Short Term Insurance
PO Box 32334
Braamfontein
2017
Tel: 011 726 8900
Fax: 011 726 5501

If the dispute is not satisfactorily resolved in this manner, legal action may be taken against Us for the enforcement of the claim. Action must be instituted by way of service of summons against Us within 180 (one hundred and eighty) days of the rejection letter or cancellation letter, failing which all benefits in respect of such claim shall be forfeited and no liability can arise in terms of such claim.

8 CHANGE IN DETAILS

Should there be any changes to the original details supplied by You at the time of application or as specified in the Virgin Vitals, You must notify Virgin Mobile in writing of the change within 30 (thirty) days.

9 TERMINATION OF COVER

The cover provided by this policy will cease:

- 9.1 on the day You cancel this policy; or
- 9.2 if You do not pay Your premium within 15 (fifteen) days of the premium Due Date; or
- 9.3 when You or Your estate submit a death or Permanent Disability claim under this policy; or
- 9.4 when the insured item no longer belongs to You or a member of Your family for whom You are responsible;

10 REASONABLE PRECAUTIONS

You or any person enjoying cover under this policy must take all reasonable precautions to avoid and to minimize any loss, theft or damage.

11 HOW TO CLAIM

On the happening of an insured event You must:

- 11.1 within 30 (thirty) days of the event, complete and submit a claim to the closest Virgin Mobile store or fax the completed claim form and certificate to Finrite on 086 506 7000, or contact them telephonically on (011) 375 1945;
- 11.2 in the case of theft, notify the police within 48 hours of the event and provide Virgin Mobile with a case number and an affidavit;
- 11.3 advise Virgin Mobile of any other insurance in force, which covers the same event, in which case We will be liable only for Our proportion of the loss;
- 11.4 in the case of claims for damaged insured items, provide Virgin Mobile with the mobile that is the subject of the claim;
- 11.5 provide Virgin Mobile with all the information and evidence necessary (which information will be forwarded to Us by Virgin Mobile) to prove Your claim.
- 11.6 There shall be no liability for any claim under this policy after the lapse of 12(twelve) months from the Date of Loss unless such claim is the subject of a pending legal action.

12 OUR RIGHTS

On the happening of an insured event We or Our nominee may:

- 12.1 take or keep possession of any damaged insured item and deal with it in any reasonable manner (but You may not abandon items with Us);
- 12.2 take legal action in Your name in respect of any recovery of or contribution to a claim.

13 CONSENT TO DISCLOSURE of PRIVATE INFORMATION

- 13.1 It is essential for insurance companies to share claims and underwriting information (as well as credit information) in order to enable the fair assessment and underwriting of risks and to reduce the number of fraudulent claims.
- 13.2 On Your behalf and on behalf of any person You represent herein, You hereby waive any right to privacy in any insurance information provided by You or on Your behalf for any insurance policy or claim made or lodged by You or on Your behalf and You agree to such information being disclosed to any other insurance company.
- 13.3 The information provided by You may be verified against other sources or databases.
- 13.4 You also waive any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or insurance claim concerning Yourself.
- 13.1 This consent clause will survive the termination for whatever reason of the policy, including the cancellation or lapsing thereof.

14 GENERAL EXCLUSIONS

This policy does not cover any loss, damage or liability, directly or indirectly caused by, related to or in consequence of:

- 14.1 civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the aforesaid;
- 14.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- 14.3 mutiny, military rising, military or usurped power, martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege; insurrection, rebellion or revolution;
- 14.4 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial local or tribal authority with force or by means of fear, terrorism or violence; and
- 14.5 any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.

PART ONE : MOBILE AND SIM COVER

15 INSURED EVENTS

The policy provides for the replacement of an insured item with a mobile of equivalent quality and value to the mobile being replaced, subject to availability, and you can claim on the accidental physical loss of, theft of or accidental physical damage to the insured item (the date of loss)."

16 COVER

Virgin Mobile will provide a replacement insured item to You on Our behalf. Any dispute regarding the replacement will be referred to Us. You will need to self-insure the difference between the sum insured and any outstanding balance. We will not at any time pay You cash on a claim.

17 INSURED ITEMS

Your mobile and SIM card as specified in the Virgin Vitals, excluding any accessories and additional batteries, will be the insured items.

18 DATE OF LOSS

This is the date upon which the insured event (see 15 above) occurs, which date must fall within the period of insurance (see 2 above).

19 SPECIFIC CONDITIONS

If an insured item is lost or stolen the item will be blacklisted and the mobile can never be used again.

20 SPECIFIC EXCLUSIONS

We shall not be liable for: the

- 20.1 excess amount
- 20.2 loss or damage from:
 - 20.2.1 Wear and tear, maintenance, depreciation, deterioration or other gradually operating causes;
 - 20.2.2 change in temperature or humidity;
 - 20.2.3 the action of light or climatic or atmospheric conditions unless caused by storm, wind, water, hail or snow;
 - 20.2.4 the process of cleaning, dyeing, bleaching, altering, repairing or restoring;
 - 20.2.5 inherent vice or defects, vermin, insects, termites, mildew, damp, corrosion, oxidation or rust;
 - 20.2.6 confiscation, detention, requisition or nationalisation, whether by cUstoms or other authority;
 - 20.2.7 or contributed to by dishonesty of a principal member, director, partner, employee or agent if You are not a natural person or if You are a natural person then Your such loss or damage arising from or contributed to by Your dishonesty;
 - 20.2.8 gross negligence;
 - 20.2.9 loss or damage to insured property consigned under a bill of lading;
 - 20.2.10 any claim which is not submitted to Virgin Mobile within the first 30 (thirty) days from date of loss or damage;

- 20.2.11 any loss by theft that was not reported to the police within the first 48 (forty-eight) hours; or
 20.2.12 any loss or damage caused directly or indirectly by or through or in consequence of the action of any mobile phone virus, or other corrupting, harmful or otherwise unauthorised code or instruction;
 20.2.13 mechanical or electrical breakdown, failure, breakage or derangement.

- 20.8 You are self employed, work was seasonal, or unemployment is a regular feature of Your work;
 26.4 You come to the expected end of a fixed-term contract, the expected end of and/or the early termination of a casual, temporary or work contract;
 26.5 You finish the job You Were specifically employed to do, or resign, retire, or accept voluntary Retrenchment;
 26.6 You are a partner in a partnership, a member of a Close Corporation or a director of a company, or simultaneously a family member of and employed by a family-owned business.
 26.7 You lose Your job due to fraud, dishonesty or any misconduct on Your part, or where You have received one or more verbal or written reprimands which constituted part of this disciplinary procedure;
 26.8 You lose Your job because of any strikes You took part in or any lock out by Your employer;
 26.9 You lose Your job, directly or indirectly, due to any sickness, disease, accident, injury, childbirth, abortion, pregnancy, miscarriage, mental disorder or medical condition.

21 FIRST AMOUNT PAYABLE

In respect of each and every insured event, You will need to pay the excess amount to Virgin Mobile by credit card or EFT. A receipt will be provided as proof of payment. The excess structure is as follows:

Sum Insured +	Maximum Indemnity Cover *	Premium	Loss / Theft			Damage / Repair	
			1st Excess	2nd Excess	3rd Excess	Additional Excess #	Flat Excess
R 500 – R 3,000	R 5,000	R 50	R 200	R 400	R 800	R 500	R 200
R 3,001 – R 5,000	R 7,000	R 75	R 400	R 800	R 1,600	R 500	R 400
R 5,001 – R 8,000	R 10,000	R 100	R 600	R 1,300	R 2,600	R 500	R 600
R 8,001 – R 10,000	R 12,000	R 150	R 800	R 1,600	R 3,200	R 500	R 800
# additional excess if 1st claim within 3 months of policy inception							

IMPORTANT INFORMATION

Please read carefully. This contains disclosures and other legal requirements.

COMPLAINTS

We undertake to settle all valid claims as quickly as possible. However, it is in Your best interest to verify the validity of any claim to avoid delays. If You have any complaint about this policy or You are in any way unhappy with the service You have received, please ask to speak to:

The Manager -Hollard Retail Division
 PO Box 87419
 Houghton
 2041
 Tel Number: (011) 351 2110
 Fax Number: (011) 351 8013

PART TWO: MOBILE PHONE PLAN COVER

22 COVER

At no additional cost, We will provide You with cover in the event of Your Accidental Death and Permanent Disability by settling any outstanding instalments on Your Virgin Mobile Phone Plan directly to Virgin Mobile. In the event of Your involuntary Retrenchment We will also settle up to 6 (six) instalments on Your Virgin Mobile Phone Plan directly to Virgin Mobile.

23 DEFINITIONS FOR PART TWO

- "Beneficiary"** means You, Your nominated Beneficiary or Virgin Mobile as credit grantor, whichever is applicable;
"You/Your" means You as an eligible person who has been accepted by Hollard and has a Virgin Mobile phone plan and is insured in terms of this policy;
"Accidental Death" will be deemed to be accidental if it was caused solely and directly by a sudden, unexpected and uncertain event and by violent, accidental, external and visible means independently of any other cause;
"Permanent Disability" means Medically Certified totally disabled as a result of illness, injury or disease, after a deferred period of 6 (six) months, and which cannot be cured or treated and which prevents You from earning an income by following Your own or suited occupation in keeping with Your education, training or ability and experience. You shall also be deemed to have suffered Permanent Disability upon the permanent loss of or loss of Use of both hands, feet or eyes.;
"Medically Certified" means 1 (one) independent medical specialist has concurred that You suffer from the condition;
"Retrenchment" means being retrenched or made redundant by an employer during the term of their work agreement and prior to the earlier of Your normal retirement age or Your 65th (sixty fifth) birthday, due to new technology, reorganisation by the employer, liquidation of the company and staff reductions and which resulted in You not earning any income for a continued unemployment period of 30 (thirty) days;
"Hazardous Sports" means participation in the following on an income-earning basis: aviation sports, paragliding, underwater diving necessitating the Use of an artificial breathing apparatus, hang-glider, hunting, spear-fishing, rock-climbing or mountaineering necessitating the Use of ropes and guides, motor boat racing, motor racing, motorcycle racing, sky diving/parachuting, target shooting, parasailing, go-carting, drag-racing, rally-racing, bungee jumping, winter sports involving snow or ice.;
"Deferred Period" means a period of time which has to elapse from the event date during which the event has to continually occur before a claim will be regarded as valid;
"Waiting Period" means a period of time which has to elapse, from the commencement date of the contract, before any claim will be regarded as valid

About Your Financial Services Provider:

The product is marketed by Virgin Mobile and administered by Finrite Administrators (Pty) Ltd. For all advice related queries, please contact (011) 375 1945.

About the Service:

This is an insurance policy designed to provide insurance for Your mobile as Well as cover in relation to mobile phone plans.

Virgin Mobile's contact details are:

145 West Street,
 CitiBank
 Sandton
 Tel: 011-676-5518

Virgin Mobile has a financial interest in this transaction by means of a profit sharing arrangement with Hollard.

About the Administrator:

Name and address
 Finrite Administrators (Pty) Ltd.
 Property Park, 389c Ontdekkers Road, Florida 1709
 PO Box 22524, Helderkruijn 1733
 Tel: (011) 375 1800 Fax: (011) 675 0099
 Email: info@finrite.co.za

Finrite is a licensed Financial Services Provider and holder of Professional Indemnity Insurance. Finrite receives an Administration Fee from Hollard.

About the insurer:

Name and address
 The Hollard Insurance Company Ltd
 Oxford Rd, (entrance in Federation Rd) Parktown, Johannesburg
 PO Box 87419, Houghton, 2041
 General Switchboard: (011) 351 5000

Legal Compliance

The Compliance Officer – Hollard
 PO Box 87419, Houghton, 2041
 (011) 351 8035 (Fax)

Premium payment:

Monthly by debit order, or credit card.

Warning

Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents handed to You. Make note as to what is said to You. Don't be pressurised to buy a product. Incorrect or non-disclosure by You of relevant facts may influence an insurer on any claims arising from Your contract of insurance.

Particulars of Short Term Ombudsman who is available to advise you in the event of claim problems, which are not satisfactorily resolved by the insurance intermediary and/or the insurer

PO Box 32334, Braamfontein, 2017
 Tel: (011) 726 8900
 Fax: (011) 726 5501

24 SPECIFIC CONDITIONS APPLICABLE TO PART TWO

- 24.1 This policy may not be ceded.
 24.2 No sum payable under this policy shall carry interest.
 24.3 We shall be entitled to access all medical and hospital records in relation to Your health and to copies of such records and You shall sign the requisite consent.

25 SPECIFIC EXCLUSIONS (IN REGARD TO DEATH AND PERMANENT DISABILITY ONLY)

We shall not be obliged to make any payment in respect of any condition or event arising directly or indirectly from, contributed to by or traceable to:

- 25.1 chronic and/or life threatening medical condition, disability, illness, bodily injury, defect of Your own ill-health that existed prior to or at the commencement date of this insurance policy; or
 25.2 suicide or any attempt thereat, any intentionally self-inflicted injury or illness; or
 25.3 driving whilst the alcohol concentration in Your blood exceeds the legal limit then in force or whilst You are under the influence of alcohol or intoxicating liquor or drugs with a narcotic effect unless prescribed by a duly qualified and registered medical practitioner; or
 25.4 war, invasion, acts of foreign enemy, hostilities, rebellion, revolution, insurrection or military or Usurped power, participation by You in any criminal act, or by ionising radiations or contamination by radioactivity from any nuclear fuel or waste; or
 25.5 any participation in Hazardous Sports where You have participated on 10 (ten) separate days in at least one hazardous sports in the last 12 (twelve) month period prior to the claim; or
 25.6 You refusing medical treatment as recommended by Your own medical practitioner; or by Our Chief Medical officer if You have no medical practitioner of Your own; or
 25.7 any intentional contravention of any criminal law, whether legislative or at common-law, by Your permission or knowledge or by any person claiming any benefit under the policy.

26 SPECIFIC EXCLUSIONS (IN REGARD TO RETRENCHMENT ONLY)

No benefit shall furthermore be payable for Retrenchment claims if any of the following apply:

- 26.1 Your death and/or Permanent Disability claim was paid;
 26.2 You have not been in full time employment for the 12 (twelve) consecutive months immediately before the submission of a claim or You having had reasonable grounds to believe that You would become unemployed, retrenched or redundant after the commencement date of cover;

Store Stamp and Date: