DEVICE INSURANCE
POLICY WORDING

1. Introduction

This policy is intended to give you peace of mind that you will be covered when your Device is Lost or Stolen, or suffers Accidental Damage.
We will pay a claim during the period of insurance on the following conditions:

(a) Your premiums are paid up to date.
(b) You comply with all the terms and conditions of this policy.
(c) No exclusion listed in your policy wording applies to the claim.

1.1 The parties to this policy

This policy is a legal contract between the policyholder and OMART Insure.

Only the policyholder has rights under this policy; no rights may be transferred to any other party.

"OMART Insure", 'we', 'us' and 'our' refers to Old Mutual Alternative Risk Transfer Insure Limited, a licensed Non-Life Insurer and Authorised Financial Services Provider. FSP 49551.

'You' and 'Your' refers to the policyholder, named in the policy schedule, who is the owner of the Device.

Administration Plus (Pty) Ltd ("Administration Plus") is the Underwriting Manager and Authorised Financial Services Provider who administers on behalf of "OMART Insure". FSP 36841.

1.2 Your policy is a legal contract

Your policy includes the application for insurance, the policy schedule and the policy wording. You must read your policy wording and policy schedule together.

1.2.1 The policy wording (this document) includes all the terms and conditions that apply to your cover.
1.2.2 The policy schedule reflects information including details of the policyholder, the period of insurance, the premium, details of the Device and the Sum Insured. If you find any errors on the policy schedule, please email underwriting@istoreinsure.co.za
1.2.3 The application is the physical or electronic form that you completed where you asked us to insure your Device under this policy, and where you agree to pay the premium. If you make any changes to the policy after the Inception Date, the physical or electronic form you completed will also be part of this policy.
1.2.4 Make sure you understand what you are covered for, what you are not covered for (referred to as exclusions) and what your responsibilities are.
1.2.5 Any changes will only be in place once we have agreed to them and have sent you a new policy schedule and policy wording.
1.2.6 This policy wording replaces all previous policy wordings.

1.3 Monthly premiums

We will collect your monthly premium by debit order. We will collect your premium on the date selected by you. If your chosen collection date falls on a Saturday, Sunday or public holiday and your banking institution does not allow the collection, we will collect your premium on the next working day. You must make sure that there are sufficient funds in your bank account to pay your premium on the agreed date. If any debit order is not paid, you will be responsible for the related bank charges. If we do not receive your premium on time, you have a grace period of 15 (fifteen) days to pay it. If the premium is not collected within the grace period, your outstanding premium will be collected together with the next monthly premium due. If the debit order is unable to collect both premiums, we will cancel your policy. If we cancel your policy for this reason, you are not entitled to any refund of premiums. If you claim during the grace period, we will not consider your claim until you have paid the premium.

1.4 First premium payable

The grace period will only apply from the second month of cover, following the Inception Date of the policy. In some cases the first premium amount may differ and be collected as a pro-rata within 24 (twenty-four) hours should your Inception Date fall outside your stipulated agreed date.

1.5 Rules on interpretation

1.5.1 The policy will be governed by and interpreted in accordance with South African law and is subject to the jurisdiction of the courts of South Africa.
1.5.2 The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.
1.5.3 Days refer to ordinary calendar days, including weekends and public holidays.

1.6 Correspondence

Correspondence sent directly to you on the email address or cell phone number provided by you and shown in the policy schedule will be deemed to have been received and read. If we take legal action against you, the summons will be delivered to your physical address as shown in the policy schedule.

1.7 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.

1.7.1 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.
1.7.2 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.
1.7.3 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.
1.7.4 Receiving marketing from us: We will not use your personal information to send you any information about products or offers from iStore and partners. Remember that we will still send you communications about this product.

1.8 Cooling-off period

If no insured event has happened during the first 31 (thirty-one) days after your Inception Date, you may cancel your cover with effect from the Inception Date. You must advise us within 31 (thirty-one) days from the Inception Date and we will pay back all the premiums you have paid for the cancelled cover. Should you have claimed during this period, the cooling-off period is no longer applicable and no premiums will be refunded.

1.9 Time limits

If we do not accept your claim, you may appeal against our decision. You must appeal in writing within 90 (ninety) days of the date of us not accepting the claim. If your appeal is unsuccessful, you may take the matter further. However, you must start legal proceedings against us within 180 (one hundred and eighty) days of the date of your unsuccessful appeal. If you do not do so in time, you will lose your right to start legal proceedings against us. We are not liable after 12 (twelve) months from the date of the event that gives rise to a claim, unless the claim is:

1.9.1 The subject of a pending court action or arbitration.
1.9.2 For amounts for which you may become legally liable.

2. Definitions

2.1 "Device" means Mobile Phone, Laptop and Desktop Computer, Tablet Device, Smart Watch and/or any Other Portable Consumer Electronic device that "OMART Insure" may include from time to time which contains the International Mobile Equipment Identity (IMEI) or serial number listed on the policy schedule.

2.2 "Sum Insured" means the deemed value of the Device inclusive of VAT at the time of inception of the policy.

2.3 "Loss" means the sudden and unforeseen physical loss of the Device. "Lost" has the corresponding meaning.

2.4 "Theft" or "Stolen" means the unlawful act of taking possession of the Device with the intention of permanently depriving You of that Device.

2.5 "Accidental Damage" means physical damage or destruction of the Device caused by an Accident.

2.6 "Good Condition" means Device is fully functional, with minimal to no visible signs of damage or wear and tear and all original parts are present.

2.7 "iStore Pre-owned" is a graded and certified pre-owned device sold by iStore or any affiliates (Good, Better and Best quality).

2.8 "Excess" (also called the first amount payable) means the amount you must pay in respect of each and every Device claim.

2.9 "Additional Excess" means the amount you must pay in respect of each and every Device replacement claim added to the Basic Excess for multiple claims, as set out in 7.1.

2.10 "Betterment" means the difference between the cost of the replacement device and the Sum Insured.

2.11 "Pro-rata" is the proportional amount of premium payable upfront where your Inception Date falls outside the 1st (first) of the month.

2.12 "Depreciation" means a reduction in the value of an asset over time, due in particular to wear and tear.

2.13 "Authorised repairer" means an approved service provider authorised by iStore or insurer to perform repairs on their products.

2.14 "Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or backup facility.

2.15 "Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

2.16 "Cyber loss" means any loss, damage, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act.

2.17 "Accident" means a sudden, unforeseen and unintended event.

2.18 "Inception Date" means the date on which cover under this policy starts, as shown in your policy schedule.

3. Description of cover

In return for paying your premium, Old Mutual Alternative Risk Transfer Insure Limited ("OMART Insure") will cover the Devices listed on your policy schedule against sudden unforeseen loss, theft and/or physical accidental damage.

4. Period of insurance

4.1 Cover is provided for the month in which the premium is paid. To maintain continuous cover and eligibility for a valid claim, you must pay your premiums every month.

4.2 Cover for your Device is in South Africa.

4.3 We do allow cover outside South Africa up to a maximum of 3 (three) consecutive months whilst travelling abroad.

5. Sum Insured

5.1 The Sum Insured is the retail purchase amount of the Device listed on the policy schedule.

5.2 This is the maximum value that "OMART Insure" will pay in the event of Loss, Theft or Accidental Damage less the Excess and any dual insurance, Betterment or Depreciation.

5.3 "OMART Insure" reserve the right to settle any claim based on the cost of repairs or replacement at their discretion.

6. Conditions of cover

6.1 It is your responsibility to notify Administration Plus (Pty) Ltd in writing of any change or upgrade of your Device covered by this policy.

6.2 This insurance is only available for items purchased from an authorised retailer.

6.3 In the event that the Device can be repaired, "OMART Insure" will pay the costs reasonably incurred to restore it to its state of serviceability immediately before the damage.

6.4 If replaced by "OMART Insure", "OMART Insure" agrees to provide a replacement device of the same or similar type but not superior to, or more extensive than the existing Device.

6.5 In the event your Device was purchased new and placed on cover within 30 (thirty) days from date of purchase, your Device will be replaced with a new device. In the event that the Device is an iStore Pre-owned device or a new device older than 6 (six) months and no replacement be available, Administration Plus may elect to replace it with an iStore Pre-owned device of Best quality which is a graded and certified pre-owned device sold by iStore or any affiliates (Good, Better and Best quality).

6.6 Any repairs to the Device must be carried out by an authorised repairer.

6.7 You must at all times take reasonable steps to safeguard your Device from Loss, Accidental Damage or Theft.

6.8 'Find my' is required to be activated on all Devices. Proof of last known location is required to be provided at claims stage if requested.

6.9 Any misrepresentation or incorrect information can prejudice you in the event of a claim.

6.10 A claim arising from a Device blacklisted prior to date of loss will not be entertained.

6.11 The Device must belong to you or a member of your family for whom you are financially responsible or in the case of a Company belong to the Company or a person employed at that company.

7. Excess payable on a claim

In the event of a valid claim in terms of this Policy, there is always an Excess payable by you.

7.1 Replacements – Theft or Loss

If we replace your Device, the value of the replacement device will be the lesser of:

(a) the value of the Device as at the date of the insured event; or

(b) the maximum Sum Insured.

7.1.1 Basic Excess is 10% of the claim, subject to a minimum of R500, applicable on each claim.

7.1.2 On a second replacement (within 12 (twelve) months of a previous claim), the Basic Excess plus an Additional Excess of 10% is payable of the claim.

7.1.3 Any further claims (within 12 (twelve) months of a previous claim), the Basic Excess plus an Additional Excess of 20% is payable of the claim.

7.2 Repairs / damages

7.2.1 Basic Excess of R500 applicable on each claim.

7.2.2 On a second repair (within 12 (twelve) months of a previous claim), the Basic Excess plus an Additional Excess of R500 is payable on the claim.

7.2.3 For any further repairs (within 12 (twelve) months of a previous claim, the Basic Excess plus an Additional Excess of R1 000 is payable on the claim.
7.2.4 In the event the Device is beyond economical repair, the Excess in 7.1 above applies.
7.3 Any claim submitted within the first 60 (sixty) days of the Inception Date is subject to an additional excess of 10% of the claim.

8. Policy exclusions
We do not cover:

8.1 Devices under warranty
8.1.1 Claims covered under your iCare Warranty.
8.1.2 Loss or damage arising from a manufacturer's defect.

8.2 Damage from the following causes
8.2.1 Wear and tear, maintenance, Depreciation, deterioration or other gradually operating causes.
8.2.2 Change in temperature or humidity, the action of light or climatic or atmospheric conditions unless caused by storm, wind, water, hail or snow.
8.2.3 The process of cleaning, altering, repairing or restoring.
8.2.4 Insects, termites, mildew, damp, corrosion, oxidation or rust.

8.3 Mechanical or electronic breakdown
Any failure of electronic circuitry or batteries and any damage arising from such.

8.4 Viruses
Damage relating to software, firmware and any damage arising from software including malicious software such as electronic viruses.

8.5 Confiscation or similar acts
For any loss, damage or costs because the police or any other authority legally took possession of your Device for any period.

8.6 Consequential loss
For consequential loss of any kind whatsoever, for example, data wiped from the Device, or loss of business income.

8.7 Theft from an unattended vehicle
Except in the following instances:
8.7.1 The vehicle itself is securely parked (for instance inside a locked building or behind locked gates), and there are clear signs of forced or violent entry into the building or the premises.
8.7.2 The vehicle is locked, there are clear signs of forced entry and the Device is out of view, for instance inside a locked boot, inside the glove compartment or under a seat.
8.7.3 In the case of remote jamming, there is no cover unless there is CCTV footage or other indisputable proof available.

8.8 Unattended Device
Loss, Theft or Accidental Damage of the Device where it is left unattended in a public place, including but not limited to place of recreation, office, mall or social occasion where it is vulnerable for easy removal or damage, will not be covered under this policy.
Loss or Theft of a Device left unattended in any form of public transport, e.g. a taxi, will not be covered unless the policyholder provides:
8.8.1 Proof of the trip (such as a ride receipt or trip summary), and
8.8.2 Evidence that the Loss was reported to the service provider within a reasonable timeframe.

8.9 Unauthorised repairs
Any repairs of the Device must be conducted by an authorised repairer (see 2.15). Any unauthorised repairs or modifications may result in claim denial.

8.10 Theft by false pretences or scams
Loss or Theft of your Device if you are deceived, manipulated or coerced into parting with it through fraudulent means, including scams or false pretences.

8.11 Cyber loss
Loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
8.11.1 any loss of, alteration of, damage to or a reduction in the functionality, availability or operation of a Computer System,
8.11.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
8.11.3 Subject to all terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property where such physical damage is directly caused by or arising from any of the perils covered under the sections specified under this policy.

8.12 Loss or damage
Any loss or damage that is not sudden or unforeseen.

9. Fraud or any attempt thereof
9.1 All rights of indemnity under the policy will be forfeited if you or anyone acting on your behalf:
9.1.1 Makes a false or exaggerated claim.
9.1.2 Makes a false statement to support a claim.
9.1.3 Sends "OMART Insure" a forged or false document to support a claim.
9.1.4 Makes a claim under this policy for any loss or damage caused by wilful act.
9.2 "OMART Insure" will:
9.2.1 Not pay the claim.
9.2.2 Not pay any future claim.
9.2.3 Declare the policy void.
9.2.4 Be entitled to recovery from you the amount of any claim already paid by us.
9.2.5 Report the fraudulent claim to the police.

10. Claims procedures and obligations
10.1 "OMART Insure" has appointed Administration Plus (Pty) Ltd to act on "OMART Insure's" behalf in the management of all matters relating to this policy. In the event of a claim in terms of this policy, the following steps must be taken:
10.2 In the event of a total Loss or Theft and within 72 (seventy-two) hours of the Loss or Theft:
10.2.1 Contact your cellular network provider and blacklist the Device and obtain an ITC reference number.
10.2.2 Report the Loss or Theft to the South African Police Service (SAPS) (or to the relevant foreign authorities in the case of travel abroad) and obtain documentary evidence of a police case reference number.
10.2.3 Submit your ITC reference number and your police case number to Administration Plus within the stipulated 72-hour period.
10.2.4 Should you miss the 72-hour condition in 10.2.3 or the 30-day condition in 10.3, then your claim can be rejected. This will only occur if "OMART Insure" feel their rights have been prejudiced.
10.3 Within 30 (thirty) days of a total Loss, Theft or Accidental Damage, a completed claim is to be submitted to Administration Plus (Pty) Ltd via the website on https://istoreinsure.co.za/claims/
By submitting this claim, you declare that all the information supplied is true in every respect and that you have not withheld any relevant information and will assist with any additional information that is required to finalise this claim. You further authorise Administration Plus and "OMART Insure" to carry out

any checks required to validate your claim including but not limited to ITC checks, beacon and billings information, “Find My” analytics, last usage, CCTV footage and SAPS information.

10.4 We require your full cooperation in the recovery of the Lost or Stolen Device or any part thereof and identification thereof and provision of last known location via “Find My”, when called on to do so by Administration Plus. Should you fail to give such assistance, “OMART Insure” is entitled to recover all amounts paid in respect of the claim from you.

10.5 You are obligated to provide us with true and complete information and to comply with all our reasonable requests.

10.6 Any Device (damaged/recovered/replaced), in terms of this policy becomes the property of “OMART Insure” and can be disposed of in any manner “OMART Insure” considers appropriate. This, however, does not give you the right to abandon any property to “OMART Insure”, whether or not we have taken possession of it.

10.7 In the settling of any claim, “OMART Insure” takes over the handling of the claim and the prosecution of any criminal action.

10.8 If we do not receive the additional information or the Excess payment on time, you have failed to comply with the policy terms and conditions and your claim will be suspended.

If a claim is rejected or disputed, “OMART Insure” will be relieved of any liability unless representations are made to “OMART Insure” in respect of the decision within a period stipulated by law and/or the Policyholder Protection Rules, failing which the claim is forfeited and no liability can arise in terms of such claim.

11. Cancelling of cover

11.1 You can cancel this policy at any time and your premiums will be proportionately refunded (so long as you did not claim within the month of cancellation). Such cancellation must be in writing.

11.2 “OMART Insure” can cancel; however, we are required to do so in writing and give you 31 (thirty-one) days’ notice of our intention to cancel. Annual paying policies will be invited for renewal 31 (thirty-one) days prior to the 12-month anniversary.

12. Voidance

This policy can be voided/treated as not taken up from the Inception Date of the policy should it be discovered that there has been any form of misrepresentation, incorrect description or non-disclosure from you or anyone acting on your behalf. All premiums collected from the Inception Date of the policy or from the date the misrepresentation, incorrect description or non-disclosure occurred will be refunded to you.

13. Dual insurance

Should the loss or damage be insured by more than one insurer, we will pay you for a proportionate share of the loss incurred and refund you a proportionate share of the premium paid at the time of loss. It is your responsibility to declare any additional insurers that may need to contribute to the loss or damage.

14. Criminal activities, money laundering, terrorist financing, sanctions and prohibited business activities

“OMART Insure” must comply with national and international laws, regulations, policies, rules and requirements to prevent criminal activities, money laundering and terrorist financing, sanctions and prohibited business activity laws and rules violations. “OMART Insure” must therefore check all information from and about you and related parties and monitor, verify, process and screen your and related party information, instructions and transactions on an ongoing basis. “OMART Insure” reserve the right to cancel your policy as noted in the applicable regulations. “OMART Insure” is not responsible for any losses or damages that you may suffer because of these checks or by “OMART Insure” ending the relationship. This includes any loss of profits or savings that you would otherwise have expected to make.

15. Warrant

15.1 You hereby warrant that the Device listed on the application belongs to you or a member of your family for whom you are financially responsible or, in the case of a Company, belongs to the Company or a person employed at that company, and all information noted on the application is true and correct.

15.2 You hereby warrant that the Device is in Good Condition and in your possession at the time of application.

Complaints
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 National Financial Ombud Scheme at any time, we would encourage you to please follow the Five-step process below.
You are entitled to complain if the service or product performance does not meet your expectations.

Entity	Contact Details
1. Administration Plus	Email: complaints@istoreinsure.co.za
2. iStore	Email: talk2us@istore.co.za
3. OMART Insure – Insurer	Email: complaints@ominsure.co.za
4. OMART Insure Internal Adjudicator	The Internal Adjudicator will investigate your complaint objectively and independently. Email: DisputeResolution@ominsure.co.za
5. National Financial Ombud Scheme South Africa (NFOSA)	Email: info@nfosa.co.za Website: www.nfosa.co.za

Any complaints should first be referred to Administration Plus. If you are not satisfied with your complaint resolution, you can refer your complaint to OMART Insure.

Your rights
We will take all reasonable steps to confirm your identity when you exercise your rights.
Access to information - You have the right to request a copy of the personal information we hold about you. To request a copy, contact us at PAIA@oldmutual.com and specify what information you would like. Please note that any such access request may be subject to a payment of a legally allowable fee.
Objection to processing - In certain cases, you have the right to object to the processing of your personal information. If you want to object, please contact us at PIManagement@ominsure.co.za
Correction of your information - You have the right to ask us to update or correct your personal information. You may do this by contacting us at PIManagement@ominsure.co.za
Deletion of your information - You agree that we may keep your personal information until we destroy your information based on Old Mutual's destruction standards.
You have the right to ask for deletion or destruction of your personal information – we will do that unless the law requires us to keep it or if we need it for legitimate business purposes. You may do this by contacting us at PIManagement@ominsure.co.za
Automated decision making - You agree that we may process your personal information by using automated means (without human intervention in the decision-making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
Changes to this notice - Please note that we may amend this Notice from time to time. Please check this website periodically to inform yourself of any changes.
How to contact us - If you have questions about this Notice or believe we have not adhered to it, or need further information about our privacy practices, please contact us at PIManagement@ominsure.co.za

Information Regulator
You have the right to complain to the Information Regulator, whose contact details are:
- https://inforegulator.org.za/
- General enquiries: enquiries@inforegulator.org.za
- Complaints: POPIAComplaints@inforegulator.org.za (personal information) or PAIAComplaints@inforegulator.org.za (access to information)