



## iB Sure Summary of Terms and Conditions (Short Term)

### Why iB Sure?

**iBurst (Proprietary) Limited** "iBurst" offers an insurance cover in respect of your modem. These terms and conditions shall constitute an agreement between the Insured and **Hollard**.

### Definitions

- i. **"Administrators"** means Finrite Administrators (Proprietary) Limited, the details of which are reflected under the important information herein.
- ii. **"Certificate of Insurance"** means a certificate received by the Insured via email together with the policy wording attached thereto.
- iii. **"Excess"** means the first amount payable or borne by You every time You claim, as set out under the General Provisions clause herein.
- iv. **"Period of Insurance"** means the period of cover as defined in the Certificate of Insurance and for which premium has been received by Us.
- v. **"Premium"** means the monthly premium payable in accordance with the Certificate of Insurance.
- vi. **"Policy"** means the insurance agreement between you and iBurst.
- vii. **"SAPS"** means the South African Police Services.
- viii. **"VAT"** means value added tax as provided in the VAT Act 1991 (Act 89 of 1991)
- ix. **"We / Us / Our"** means The Hollard Insurance Company Limited (Hollard), the Insurer. Hollard is a registered insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002.
- x. **"You / Your / Yours / Yourself"** means the Insured /Insured person(s) named in the Certificate of Insurance, or as more specifically extended in the specific sections and in any particular Section to include the other persons defined in the definition in that Section.

### MODEM COVER

In consideration of payment of the premium, We agree to indemnify You against the accidental loss, theft or damage of the insured item as defined below occurring during the Period of Insurance, subject to the terms, conditions and exceptions contained in this policy or in any subsequent endorsement to it. In no case shall Our liability exceed the sum insured stipulated on the Certificate of Insurance.

### INSURED EVENTS

Accidental physical loss of, theft of or accidental physical irreparable damage to the insured item provided that no benefit shall be paid in cash to You and the benefit in terms of this policy shall be the replacement of the insured item with a product of the same / similar quality and price, based on current value of unit at the time of the loss or damage and not of its purchase price.

### COVER

The Premium and Cover quoted in the Certificate of Insurance.

The assessment of claims and the replacement of the insured item will be dealt with by the Administrators in conjunction with iBurst. Any dispute regarding the replacement will be referred to Hollard. Should You not be covered for the full replacement cost of the insured item, You will be considered Your own insurer for the difference between the sum insured as indicated on the Certificate of Insurance and any outstanding balance and shall bear a rateable proportion of the loss accordingly.

### INSURED ITEM

1. The Modem as specified in the Certificate of Insurance, excluding any accessories, unless the modem came with a free antenna part and parcel of the purchase. The User Terminal Identification Number (UTID) on the insured item must match the User Terminal Identification Number (UTID) that was recorded at the time the policy was issued.
2. The Modem must have been used;
  - 2.1 At least once since You purchased the Cover, prior to any claim, during the first month of cover, or
  - 2.2 At least once within the 30 (thirty) days prior to any claim after the first month of cover.

### DATE OF LOSS

The date upon which the insured event (as defined above) occurs, and such date must fall within the Period of Insurance.

### GENERAL EXCLUSIONS

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

- (i) 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;
- (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- (iii) (a) 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;  
(b) insurrection, rebellion or revolution;
- (iv) 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;
- (v) 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;

**If Hollard says that a claim is not covered because of the General Exclusions in (i) to (v) above, then You must prove the contrary.**

### SPECIFIC EXCLUSIONS

**Hollard shall not be liable for: -**

1. the excess amount as stated in the General Provisions unless the insured event arises from fire, lightning or explosion;
2. loss or damage directly or indirectly from:
  - 2.1 wear and tear, maintenance, depreciation, deterioration or other gradually operating causes;
  - 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;
  - 2.3 the process of cleaning, dyeing, bleaching, altering, repairing or restoring;
  - 2.4 inherent vice or defects, vermin, insects, termites, corrosion, oxidation or rust;
  - 2.5 permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities
  - 2.6 theft from an unattended vehicle, unless the insured item is completely concealed and the vehicle is secured and locked at all points of access and entry is gained by forcible, violent and visible means of which there is evidence or the vehicle is locked or secured in a building;
3. loss or damage arising from or contributed to by the dishonesty of You as a principal member, or a director, partner, employee or agent of Yours;
4. your gross negligence;
5. loss or damage to insured item consigned under a bill of lading;
6. any claim which is not submitted to the Administrators within the first 30 (thirty) days from date of loss or damage;
7. any loss that was not reported to the South African Police Services within the 48 (forty-eight) hours.
8. the capture, save, retention or the process of any data as a result of the action of any virus, or other corrupting, harmful or otherwise unauthorised code or instruction.
9. loss or damage during the hire or loan of the insured item listed on the Certificate of Insurance to a third party, or where the insured item listed on the Certificate of Insurance is given to another person for short term or long term use;
10. consequential loss or damage except as we specifically insure;
11. loss or damage arising from a manufacturing defect which is normally covered by the manufacturer's warranty;

**If Hollard says that a claim is not covered because of the Specific Exclusions in 1 to 11 above, then You must prove the contrary.**

### GENERAL PROVISIONS

1. **Excess**
  - 1.1 In respect of each and every insured event during the first month of cover, that gives rise to a claim, You will be responsible for the first 50% (fifty percent) with a minimum of R900 (nine hundred rand)
  - 2.2 In respect of each and every insured event after the first month of cover, that gives rise to a claim, You will be responsible for the first 10% (ten percent) with a minimum of R350 (three hundred and fifty rand).
  - 3.3 In the event of a further claim being made within 12 (twelve) months of the first insured event, the minimum first amount payable increases to R750 (seven hundred and fifty rand).

This Excess is payable in cash and must be deposited into the Administrators' Bank account:

Finrite Administrators,  
ABSA Bank,  
Account no: 1790 175 979  
Branch code: 632 005  
at the time of reporting the claim.

A receipt will be provided as proof of payment.

## 2. Period of Insurance

- 2.1 The period of insurance shall be as stated on the Certificate of Insurance and will be subject to Hollard's receipt of the premium subject to General Condition 3. On monthly policies the policy will renew automatically on the first day of every month upon receipt of payment.
- 2.2 The period of insurance will only commence once the insurance application has been approved and the first premium received.

### SPECIFIC CONDITIONS

- 1 Your failure to comply with the terms and conditions of this policy will result in You not being entitled to any benefit under this policy.
- 2 In the event of the theft or loss of the insured item the item must be blacklisted on the iBurst network and the modem can never be used again.
- 3 If You fail to pay Your monthly premium subject to the statutory period of grace, the Certificate of Insurance will automatically be cancelled and the insured item specified will no longer be insured until such time as the premium payments are paid up to date. No claims will be accepted or paid during this period of time.
- 4 Once the premium payments are paid up to date the cover will be re-instated automatically

### GENERAL CONDITIONS

#### 1. General

This policy shall be terminated if:-

- 1.1 The insured item no longer belongs to You or a member of Your family for which You are responsible.
- 1.2 You cancel this cover
- 1.3 Payment of any premium is not received subject to the period of grace
- 1.4 You breach any warranty.
- 1.5 Hollard reserves the right to cancel this policy if any claim is made during the first 30 (thirty) days of the policy.

#### 2. Prevention of Loss

Hollard/iBurst shall not be liable for any loss, theft or damage to the insured item under this policy and You shall not be indemnified under this policy unless You or any person enjoying cover under this policy take all reasonable precautions to avoid and to minimise any loss, theft or damage.

#### 3. Premium Due Date and Period of Grace

- 3.1 Your premium is due and payable by debit order on a monthly basis.
- 3.2 If You put a stop payment on Your premium this policy will automatically be cancelled from the date that the premium was due to be paid.
- 3.3 Hollard may decide to change the amount of premium payable under this policy at any time and if Hollard does, Hollard will give You one month's notice of a change in premium.
- 3.4 This policy is valid for one calendar month.
- 3.4.1 The policy is automatically renewed for a further month every time You pay Your premium.
- 3.4.2 If the Administrators do not receive Your premium by the due date or within 15 (fifteen) days after the due date (save in the first month) the policy shall automatically terminate from 24:00 (midnight) on the last day of the month for which premium was actually received by the Administrators.
- 3.4.3 The premium is payable in advance and You will only be covered for that period in respect of which Your premium has been paid.
- 3.4.4 Non-payment of the premium shall result in the policy terminating.
- 3.4.5 If the Administrators do not receive Your first premium (in the first month) the policy will be void from the first inception date.

#### 4. Claims

On the happening of an event that may result in a claim under this policy, You shall:

- 4.1 Within 30 (thirty) days of the insured event, complete and submit a claim and a Certificate of Insurance and fax the completed claim form and the Certificate of Insurance to the Administrators on 086 506 7001, or contact them telephonically on 0860 244 687;
- 4.2 notify iBurst who will blacklist the modem on their network
- 4.3 notify the police within 24 (twenty four) hours of the event and only once the modem has been blacklisted,
- 4.4 provide the Administrators with a copy of the police report, case number and an affidavit setting out the details of the insured event;
- 4.5 advise the Administrators of any other insurance in force, which covers the same event, in which case Hollard will be liable only for their portion of the loss;
- 4.6 in the case of claims for a damaged insured item, provide the Administrators with the insured item that is the subject of the claim;
- 4.7 Any damaged or stolen and recovered insured item which is replaced by Us becomes Our property and can be disposed of in any manner that We considers appropriate
- 4.8 provide the Administrators with all the information and evidence to prove Your claim.

#### 5. Our Rights

On the happening of an insured event Hollard or its nominee may, without incurring any liability or in any way diminishing its rights:

- 5.1 take or keep possession of any damaged insured item and deal with it in any reasonable manner, provided that this condition does not grant You the right to abandon any property to Hollard, whether already in its possession or not;
- 5.2 take legal action in Your name in respect of any recovery of or contribution to a claim;

#### 6. Increase or Change in Value

It is Your duty and Your sole responsibility to notify the Administrators in writing in the event of the value of the insured item exceeding the level of Cover selected, or in the event of the changing of the insured item.

#### 7. Upgrade or Change in Insured Item

It is Your duty and Your sole responsibility to notify the Administrators in writing in the event of You changing or upgrading the insured item insured by this policy.

#### 8. Cancellation

- 8.1 This policy may be cancelled by You or by Us by giving 30 (thirty) days written notice.
- 8.2 We will have the right to cancel your policy after the 2<sup>nd</sup> (second) claim, upon which You will receive written notice.

#### 9. Amendments

These terms and conditions may be amended from time to time.

#### 10. Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this policy or if any loss, damage or liability be occasioned by the willful act or with Your connivance, all benefit under this policy in respect of such claim shall be forfeited including the forfeiture of all premiums that have been paid.

#### 11. Misrepresentation, Misdescription or Non-disclosure

- 11.1 Misrepresentation, misdescription 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.
- 11.2 In the event that a benefit is paid to You as a result of any misrepresentation, non-disclosure, misdescription or fraudulent actions by You, You will be obliged to repay or return the benefit You have received under this policy and We shall be entitled to take legal action against You to recover the benefit or any costs involved.

#### 12. Jurisdiction

This policy is subject to the laws of the Republic of South Africa the courts of which shall have sole jurisdiction to the exclusion of the courts of any other country.

#### 13. Rejection of Claim and Time Bar

If We decline liability for a claim in terms of this Policy, void Your Policy or if You dispute the amount of a claim, representation may be made to Us within 90 (ninety) calendar days of the date of the letter of rejection or cancellation. Representation must be submitted in writing to:

The Manager - Credit Life Group Schemes  
The Hollard Insurance Company Limited  
P O Box 87419  
Houghton  
2041  
Fax Number: 011 351 8013

Alternatively, you may contact:

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

If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against Hollard for the enforcement of the claim by way of the service of summons against Us. Summons must be served on Us within one hundred and eighty (180) calendar days of the original letter of rejection or cancellation, failing which all benefits in respect of such claim shall be forfeited.

## iB Sure Summary of Terms and Conditions (Long Term)

### Why iB Sure?

**iBurst (Proprietary) Limited** "iBurst" offers an insurance product in respect of the Subscriber Agreement. These terms and conditions shall constitute an agreement between **You** and **Hollard Life**.

### Definitions

- i. **"Administrator"** means Finrite Administrators (Proprietary) Limited, the details of which are set under important information herein.
- ii. **"Certificate of Insurance"** means a certificate received by the Insured via email together with the policy wording attached thereto.
- iii. **"Hollard Life"** means Hollard Life Assurance Company Limited, registration number 1993/001405/06.
- iv. **"iBurst"** means **iBurst (Pty) Ltd** registration number 2004/02995/07.
- v. **"Insured"** means a person who has successfully applied for a 24 month contract with **iBurst** and who is eligible for cover in terms of this policy.
- vi. **"Insured", "you", "your/s"** means a person/entity who has successfully applied for a 24 month contract with **iBurst**, who has applied for insurance cover in terms of the Subscriber Agreement and who has paid the premiums;
- vii. **"Monthly service charge"** means the monthly subscription amount payable as stated in the Certificate of Insurance.
- viii. **"Period of insurance"** means the period of cover as defined in the Certificate of Insurance.
- ix. **"Policy"** means this agreement entered into between You and **iBurst**.
- x. **"Sum insured"** means the outstanding monthly service charges due and payable in terms of the subscriber service agreement entered into between the Insured and **iBurst**, less any arrears and interest on the arrears, on the date of the happening of an event giving rise to a claim in terms of this policy. The sum insured is limited to a maximum of 24 monthly service charge payments.

## ELIGIBILITY

A person will be eligible for cover in terms of this policy from the date of their 18<sup>th</sup> (eighteenth) birthday at application date. A person will not be eligible to apply for cover from the date as specified in each benefit section set out hereunder.

## BENEFITS

### 1. Death benefit

This benefit provides cover in the event of the death of the Insured occurring during the period of insurance.

Hollard Life shall pay iBurst one lump sum payment of the Sum Insured prior to the date of the Insured's 65<sup>th</sup> (sixty-fifth) birthday. This benefit will automatically terminate on the date of the Insured's 65<sup>th</sup> (sixty fifth) birthday.

An Insured will not be eligible to apply for cover from the date of their 60<sup>th</sup> (sixtieth) birthday.

### 2. Permanent disability benefit

***The permanent disability benefit is subject to a waiting period of 3 (three) months from the commencement date of cover under this policy. If disability is due to an accident the waiting period will be waived.***

This benefit provides cover in the event of the total and permanent disablement of the Insured occurring during the period of insurance.

Hollard Life shall pay iBurst an amount equivalent to the death benefit Sum Insured prior to the date of the Insured's 60<sup>th</sup> (sixtieth) birthday or date of retirement, whichever occurs first.

For the purposes of this policy, Hollard Life shall regard permanent disability to mean medically certified total disability as a result of illness, injury or disease, after a deferred period of 3 (three) months, and which cannot be cured or treated and which prevents the Insured from earning an income by following his own or suited occupation in keeping with his/her education, training or ability and experience. The Insured shall also be deemed to have suffered permanent disability upon the permanent loss of or loss of use of both hands, feet or eyes.

An Insured will not be eligible to apply for cover from the date of their 55<sup>th</sup> (fifty-fifth) birthday.

### 3. Temporary disability benefit

***The temporary disability benefit is subject to a waiting period of 3 (three) months from the commencement date of cover under this policy.***

This benefit provides cover in the event of the temporary disablement of the Insured occurring during the period of insurance.

Hollard Life shall pay iBurst, after a deferred period of 30 (thirty) days, the monthly service charge, or a portion thereof if the Insured only suffers partial loss of income, prior to the date of the Insured's 60<sup>th</sup> (sixtieth) birthday or date of retirement, whichever occurs first.

The benefit will be paid for a maximum period of 3 (three) months. If in the opinion of Hollard Life, the Insured becomes permanently disabled, the permanent disability benefit may become payable.

For the purposes of this policy, Hollard Life shall regard temporary disability to mean medically certified temporary disability which prevents the Insured, as a result of illness, injury, disease or accident, from earning their normal income by following their own occupation.

An Insured will not be eligible to apply for cover from the date of their 55<sup>th</sup> (fifty-fifth) birthday.

### 4. Retrenchment benefit

***The retrenchment benefit is subject to a waiting period of 3 (three) months from the commencement date of cover under this policy.***

This benefit provides cover in the event of the Insured being retrenched or made redundant by his/her employer during the period of insurance.

Hollard Life shall pay iBurst the monthly service charge prior to the date of the Insured's 60<sup>th</sup> (sixtieth) birthday. The benefit will be paid for a maximum period of 6 (six) months.

The Insured is required to work full time for at least 3 (three) consecutive months before another retrenchment claim can be made.

For the purposes of this policy, Hollard Life will regard retrenchment or redundancy to mean being retrenched or made redundant by an employer during the term of their employment agreement due to new technology, reorganisation by the employer, liquidation of the employer or staff reductions as contemplated under the Labour Relations Act 1995 (as amended) and which resulted in the Insured not earning any income for a continued unemployment period of 30 (thirty) days.

### 5. Waiver of Premium

Hollard Life shall, in the event of a successful retrenchment or temporary disability claim, pay the monthly premium for the duration of the payment of the retrenchment or temporary disability claim. The benefit will not apply during the waiting or deferred period of the retrenchment or temporary disability benefit and will only be payable while the retrenchment or temporary disability benefit is being paid.

## SPECIFIC EXCLUSIONS, PROVISIONS AND CONDITIONS

### 1. SPECIFIC RESTRICTIONS ON LIABILITY

- 1.1 Hollard Life's liability in terms of this policy shall not under any circumstances:
  - a) extend beyond the eligibility ages under the benefit section;
  - b) extend beyond the term of the subscriber service agreement with iBurst;
  - c) extend beyond the early termination or settlement of the subscriber service agreement with iBurst.
- 1.2 No benefits will be paid if a claim occurs during the waiting period.
- 1.3 Hollard Life's liability in terms of this policy shall cease in the event of a death and/or permanent disability claim settlement being made for the Insured.
- 1.4 Any disability claim paid in terms of this policy shall be subject to the limitations of the Code of Good Practice for Disability Insurance (or any substitution thereof) entered into by member offices of the Life Offices Association (LOA). This code can be found on [www.loa.co.za](http://www.loa.co.za).

### 2. SPECIFIC EXCLUSIONS ON LIABILITY

- 2.1 Hollard Life 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:
  - 2.1.1 chronic and/or life threatening medical condition, disability, illness, bodily injury, defect of the Insured's own ill-health that existed prior to or at the date of application for this insurance policy; or
  - 2.1.2 suicide or any attempt thereat, any intentionally self-inflicted injury or illness; or
  - 2.1.3 driving whilst the alcohol concentration in the Insured's blood exceeds the legal limit then in force or whilst the Insured is 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
  - 2.1.4 war, invasion, acts of foreign enemy, hostilities, rebellion, revolution, insurrection or military or usurped power, participation by the Insured in any criminal act, or by ionising radiations or contamination by radioactivity from any nuclear fuel or waste; or
  - 2.1.5 any participation in hazardous sports where the Insured has participated on 10 (ten) separate days in at the least one hazardous sports in the 12 (twelve) month period prior to the claim; or
  - 2.1.6 refusal by the Insured of medical treatment as recommended by the Insured's own medical practitioner; or by Hollard Life's chief medical officer if he/she has no medical practitioner of his/her own; or
  - 2.1.7 pregnancy until a waiting period of 6 (six) months has expired. The waiting period will commence from the date of birth of the child; or
  - 2.1.8 any intentional contravention of any criminal law, whether legislative or at common law, by the Insured, or by anyone acting on behalf of the Insured or with the Insured's permission or knowledge or by any person claiming any benefit under the policy.
- 2.2 No benefit shall furthermore be payable for retrenchment claims if any of the following apply:
  - 2.2.1 the Insured's death and/or permanent disability claim was paid;
  - 2.2.2 the Insured has not been in full-time employment for a period of 6 (six) months immediately before his/her claim for retrenchment or having had reasonable grounds to believe that he/she would become unemployed, retrenched or redundant after the commencement date of cover;
  - 2.2.3 the Insured is self employed, undertakes seasonal work or where unemployment is a regular feature of his/her work;
  - 2.2.4 the Insured comes 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;
  - 2.2.5 the Insured finishes the job he/she was specifically employed to do, resigns, retires or accepts voluntary retrenchment;
  - 2.2.6 the Insured is a partner in a partnership, a member of a close corporation or a director of a company, or employed by a family-owned business;
  - 2.2.7 the Insured loses his/her job due to theft, fraud, dishonesty or any misconduct on his/her part and has received one or more verbal or written reprimands which constituted to form part of this disciplinary procedure;

2.2.8 the Insured loses his/her job because of any illegal strikes, which he/she took part in or as a result of any lock-out by his/her employer;

2.2.9 the Insured loses his/her job, directly or indirectly, due to any sickness, disease, accident, injury, childbirth, abortion, pregnancy, miscarriage, mental disorder or medical condition.

### 3. PREMIUM CALCULATION AND AMENDMENTS

3.1 Hollard Life shall calculate the monthly premium amount payable by the Insured in accordance with the initial monthly service charge agreed with iBurst.

3.2 Hollard Life may review the premium rates from time to time by giving iBurst 1 (one) month's written notification of the suggested new rates for all future new policies.

### 4. NO PREMIUM NO COVER

4.1 This policy is conditional upon and will only come into effect following payment of the first premium by the Insured or on his behalf. The premium grace period does not apply to the first premium. All benefits in terms of this policy shall be suspended until the first premium has been received or until arrangements have been made for the provision of a premium debit order, salary sacrifice or other method of payment approved by Hollard Life.

4.2 In the event that the premiums stated on the policy schedule are incorrectly calculated and insufficient to pay for the benefits as specified, Hollard Life shall notify the Insured in writing of this error, and Hollard Life shall proceed to correct the premium amount. The full sum insured shall be maintained on condition that the additional premiums are paid to Hollard Life.

4.3 If no such adjustment is effected within 30 (thirty) days of the date of the original proposal, Hollard Life's liability shall be reduced to only provide cover applicable to the total premium received.

4.4 Premiums are due and payable monthly in advance on the same day as the subscriber service agreement instalment is payable.

4.5 This policy does not acquire any paid up value or surrender value.

### 5. PREMIUM PAYMENT DAYS OF GRACE

5.1 A period of 30 (thirty) days' grace is allowed for the payment of each premium due and payable from the second premium payment. During this period, all benefits will remain in force. If any event occurs during the period of grace that results in a valid claim, the unpaid premium will be deducted from any amount paid out.

5.2 If any premium is not paid and received by Hollard Life within 30 days of due date, this policy shall automatically lapse at midnight on the last day of the preceding period of insurance for which a premium has been paid and all cover shall be terminated.

5.3 The premium grace period does not apply to the payment of the first premium on inception of the policy.

### 6. AMENDMENTS TO THE POLICY OR PREMIUMS

6.1 Hollard Life may increase the premium amount from time to time by giving the Insured written notice of such increase.

6.2 Hollard Life may amend this policy by way of endorsement, provided that any amendment shall not affect the extent of cover already provided in terms of this policy.

### 7. CHANGE IN DETAILS SUPPLIED

7.1 Should there be any changes to the original details supplied by the Insured at the time of application for the policy and/or specified in the policy schedule, the Insured must notify Hollard Life in writing within 30 (thirty) days of such change occurring.

7.2 Should the Insured not notify Hollard Life of such change, Hollard Life reserves the right to reject liability in respect of a claim or to cancel this policy.

### 8. 30 DAY MONEY BACK CANCELLATION RIGHT

8.1 Where no claim has been instituted in terms of this policy or where no right has accrued to an Insured to institute a claim or receive any benefit in terms of the policy, the Insured may, within 30 (thirty) days after the policy documentation has been sent by Hollard Life, cancel the policy by contacting Hollard Life and informing them of the cancellation, or by notifying Hollard Life in writing of the cancellation of the policy.

8.2 All premiums paid by the Insured or on their behalf during this 30-(thirty) day money back review period shall be refunded by Hollard Life to iBurst, who in turn will refund the payment to the Insured, subject to the deduction of the cost of any cover actually enjoyed by the Insured.

### 9. CANCELLATION

9.1 The Insured:

9.1.1 The Insured may cancel this policy at any time by giving 30 (thirty) days notice of cancellation, in writing, to Hollard Life at their last known address. Such cancellation shall be subject to iBurst's written approval of the cancellation of the policy and the cession whereby the Insured assigned and transferred this policy as collateral surety to iBurst for the outstanding debt owed by the Insured to iBurst.

9.1.2 Such cancellation shall commence on the date of receipt of written approval by iBurst. If a premium has been paid for any period beyond the date of cancellation of this policy, the relevant portion thereof shall be refunded by Hollard Life.

9.2 iBurst

9.2.1 iBurst may cancel this policy at any time by giving 30 (thirty) days notice, in writing, to Hollard Life at their last known address of the cancellation of the policy.

9.2.2 Such cancellation shall commence on the date of the written notice.

9.2.3 iBurst shall inform the Insured, in writing, of the cancellation of this group policy and shall furthermore provide the Insured with all the relevant and required details of the new underwriter.

### 10. MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

10.1 Misrepresentation, misdescription or non-disclosure of any material fact or circumstances in connection with this policy, a claim in terms of this policy or the application for this policy may result in this policy being cancelled, a claim rejected or the policy voided from inception.

10.2 In the event that a benefit is paid to the Insured as a result of any misrepresentation, non-disclosure, misdescription or fraudulent action by the Insured, the Insured shall be obliged to repay or return the benefit the Insured has received under this policy and Hollard Life shall be entitled to take legal action against the Insured to recover the benefit and/or any costs associated with such legal action.

### 11. FRAUD

If any claim or part thereof under this policy is in any way fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this policy, or if any of the events insured against under the policy are occasioned by the Insured's intentional conduct or any person acting on behalf of or with the connivance of the Insured, all benefits afforded in terms of this policy in respect of such claim, and premiums paid in respect of such policy shall be forfeited, and this policy may be avoided or cancelled as from the date of the fraudulent conduct, at Hollard Life's discretion.

### 12. REJECTION OF CLAIM AND TIME BAR

If Finrite declines liability for a claim in terms of this policy or cancels this policy, representation may be made to Hollard Life within 90 days of the date of the letter of rejection or cancellation letter. Representation must be submitted in writing to:

**Hollard Life Assurance Company Limited**  
Life Claims Manager  
P O Box 87428 Fax: 011 351 3003  
Houghton  
2041

Alternatively, the Insured may contact:

The Ombudsman for Long-term Insurance  
Private Bag X45  
Claremont Tel: 021 657-5000  
7735 Fax: 021 674-0951

If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against Hollard Life for the enforcement of the claim by way of the service of summons against Hollard Life. Summons must be served on Hollard Life within 180 days of the original letter of rejection 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.

### 13. CONDITION PRECEDENT

Compliance by the Insured, or anyone acting on behalf of the Insured with all the terms, conditions and warranties of this policy is a condition precedent to Hollard Life's liability in terms of this policy.

### 14. CURRENCY AND LAW

All payments made to the Insured shall be in South African currency and any questions of law shall be decided according to South African Law.

### 15. TERRITORY COVERED

15.1 The territorial limits are restricted to the Republic of South Africa. Any Insured ordinarily resident in the Republic of South Africa shall be covered in terms of this policy during a visit lasting less than 3 (three) months outside the territory covered.

15.2 An Insured who is not a South Africa citizen, a permanent resident or who ordinarily resides outside of the Republic of South Africa shall not be covered in terms of this policy.

## 16. CLERICAL ERROR

A clerical error by Hollard Life shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

## 17. CLAIM NOTIFICATION PERIOD

17.1 On the happening of an event, which may result in a claim in terms of this policy, the Insured and/or the appointed Executor and/or iBurst shall, at their own expense submit the claim to Hollard Life.

17.2 The Insured and/or the appointed Executor and/or iBurst must submit to Hollard Life, the full details in writing of the claim as soon as reasonably possible up to a maximum of 120 (one hundred and twenty) days from the date of the event giving rise to the claim.

17.3 Hollard Life shall in no way whatsoever be liable to pay any benefit if the full details of the claim is not received within the maximum period stipulated above.

## 18. HOW TO CLAIM

### Step 1

- Contact Finrite to obtain a claim form.

#### Finrite Administrators

PO Box 22524

Helderkruijn

1733

Tel: 0861 742 767

Fax: 0865 068 400

### Step 2

#### On receipt of the claim form:

- Complete all details and sign the claim form;
- Read the claim form carefully for any additional requirements;
- Provide such proof, information, sworn declarations/affidavits, and/or documentation of whatsoever nature, which the Insured may have in their possession in order to assist Finrite to process the claim.

The following documentation will be helpful:

#### Death Claim:

- a certified copy of the ID document of the deceased
- a certified copy of the Death Certificate
- BI-1663 Certificate – Notification / Register of Death / Still birth

#### Permanent Disability Claim:

- a certified copy of the ID document of the Insured
- Medical records and opinions in support of the disability

#### Temporary Disability Claim:

- a certified copy of the ID document of the Insured
- Medical records and opinions in support of the disability

#### Retrenchment Claim:

- a certified copy of the ID document of the Insured
- the retrenchment notification letter received from the employer

**Only original documentation will be accepted. In the event where the original is not available only copies certified by a Commissioner of Oaths will be accepted.**

### Step 3

Fax all the documentation to Finrite Administrators. Thereafter post or hand deliver the documentation to:

#### Finrite Administrators

PO Box 22524

Helderkruijn

1733

Tel: 0861 742 767

Fax: 0865 068 400

## 19. WAIVER OF CONDITIONS

19.1 No waiver of any of the terms, conditions and endorsements of this policy shall be valid unless made in writing under the signature of a duly authorised officer of Hollard Life. In addition, no act or omission by Hollard Life or any officer, employee or servant of Hollard Life shall be or deemed to be a representation on behalf of Hollard Life upon which the Insured or the Insured's heirs, executors or assigns is entitled to act.

19.2 Hollard Life shall have the right to do all things that are necessary and appropriate to comply with any provisions or requirements of any legislation or regulatory authorities.

## 20. HOLLARD LIFE'S LIABILITY

20.1 Despite what this policy stipulates elsewhere, Hollard Life shall not be liable to make any payment unless the premium has been received and satisfactory proof of a claim has been submitted as required by Hollard Life.

20.2 Payment by Hollard Life of the benefits provided for in this policy will be a full and effective discharge by Hollard Life of its liability and obligations in terms of this policy.

## 21. CESSION

21.1 It is recorded and agreed to by the Insured in the application form that the Insured assigns and transfers the benefits in terms of this policy as collateral surety to iBurst as security for the sum insured, as defined, owed by the Insured to iBurst.

21.2 The Insured further assigns and transfers all the respective rights, title and interest in this policy to and in favour of iBurst and accordingly Hollard Life undertakes, in the event of a valid claim, to pay the benefit in terms of this policy to iBurst.

21.3 This cession supersedes and cancels any other beneficiary nomination made by the Insured.

### FOR INFORMATION PURPOSES ONLY

#### Important Information Please read carefully

**This contains disclosures and other legal requirements, some of which will appear here, and the rest in more detail elsewhere as indicated**

(THIS NOTICE DOES NOT FORM PART OF THE INSURANCE CONTRACT)

#### About your Financial Services Provider

Your Financial Services Provider (FSP) is The Hollard Insurance Company Ltd for the All Risks cover on the modern, and Hollard Life Assurance Company Ltd for the Credit Life cover. Both companies are known as Hollard and both are licensed Financial Services Providers. Both companies are registered insurance companies.

In terms of the FSP licences, Hollard are authorised to carry on business in respect of, amongst others, short term personal and credit life products.

Hollard's contact details are:

22 Oxford Road (entrance in Federation Road), Parktown, 2193

PO Box 87419, Houghton, 2041

Tel: 011 351 5000

This product is marketed by iBurst who are representatives of Hollard.

iBurst's contact details are:

PO Box 651921

Benmore

2010

Tel: 011 676 6108

Fax: 011 676 6200

If you have a complaint about the service you have received, please contact:

The Manager – Hollard Credit Life Group Schemes

PO Box 87419

Houghton

2041

Tel: 011 351 5000

Hollard is both the product supplier and the FSP, therefore Hollard has a 100% financial interest in this transaction.

iBurst will receive the regulated commissions of 20% for All Risks insurance, and 22,5% for Credit Life.

Hollard does not have Professional Indemnity, however, Hollard does have Fidelity Insurance.

Where any transaction with Hollard is concluded and recorded telephonically, such recording will be made available to you on request.

#### About your Administrator

Hollard have appointed Finrite Administrators to administer and service these policies. Finrite's details are:

Finrite Administrators (Pty) Ltd

389c Ontdekkers Road,

Florida

1709

PO Box 22524

Helderkruijn

1733

#### FOR ALL ADMINISTRATION AND CLAIMS QUERIES, PLEASE CONTACT:

Tel: 0861 742 767

Fax 0865 068 400

#### About the Service

This offering consists of All Risks cover on the modern, and Credit Life cover on your contract. You have a choice of taking either one of these policies, or both.

For the complete nature and extent of benefits – PLEASE REFER TO THE POLICY DOCUMENTS.

For your monetary obligations, premium payment obligations, manner and frequency thereof, and the consequences of non-payment of premium – PLEASE REFER TO THE POLICY DOCUMENTS.

Details regarding remuneration, commission, fees, incentives paid and who pays it – PLEASE REFER TO THE POLICY DOCUMENTS.

Details of special conditions, exclusions, excesses or restrictions – PLEASE REFER TO THE POLICY DOCUMENTS.

#### About the Insurer (Product Supplier)

The All Risks policy is underwritten by The Hollard Insurance Company Limited. The Credit Life policy is underwritten by Hollard Life Assurance Company Ltd. Hollard's contact details are:

22 Oxford Road (Entrance in Federation Road), Parktown, 2193

PO Box 87419, Houghton, 2041

Tel: 011 351 5000

If you feel that this product does not meet legal requirements, please write to:

The Compliance Officer – Hollard

PO Box 87419, Houghton, 2041

(011) 351 8035 (Fax)

**Matters of Importance**

1. If you have a complaint about this policy, please first try and resolve it by discussing the matter with: The Manager – Credit Life Group Schemes  
PO Box 87419                      Tel: 011 351 5000  
Houghton  
2041
2. If the matter cannot be resolved, please then submit a complaint in writing to Hollard's Compliance Officer above.
3. If you have a dispute regarding a claim that is not resolved by Hollard to your satisfaction, you may submit the complaint to either the Ombudsman for Short-term Insurance, or the Life Ombudsman, contact details below.
4. All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf.
5. Misrepresentation, incorrect or non-disclosure by you of any material facts or circumstances may impact negatively on any claims arising from your insurance contract.
6. If you have not received a copy within 30 days, please contact Hollard without delay. The application, Certificate of Insurance and the policy wording must be read as one document.

**Particulars of The Short-term Insurance Ombudsman who is available to advise you in the event of claim problems and disputes relating to the All Risks policy:**

The Short-term Insurance Ombudsman  
PO Box 35655  
BRAAMFONTEIN  
2017

Tel: (011) 726 8900  
Fax: (011) 726 5501

**Particulars of Life Ombudsman who is available to advise you in the event of claim problems and disputes relating to the Credit Life policy:**

The Life Ombudsman  
Private Bag X45  
Claremont  
7735

Tel: (021) 657 5000  
Fax: (021) 674 0951