



Huawei Care Pro

General

Upon payment of the Premium and subject to the terms, conditions and exclusions of this Policy, the Insurer agrees to indemnify the Insured against the Insured Events, occurring during the period of insurance, up to the maximum Limit of Indemnity as indicated in this Policy Wording or the Policy Schedule.

Introduction

The Policy Wording and the Policy Schedule shall be read together and contains all the terms and conditions of your Policy.

If there is any conflict between the meaning of any word in the Policy Wording and Policy Schedule, the meaning ascribed to it in the Policy Wording shall prevail.

This Policy also contains important disclosures that Guardrisk Insurance Company Limited ("**Guardrisk**") as product provider; and Viva Cover Proprietary Limited ("**Viva Cover**") as Intermediary, are required to make in terms of the Financial Advisory and Intermediary Services Act, 37 of 2002 ("**FAIS**").

Please read this document carefully and take note of these important disclosures.

All Premiums, Limits of Indemnity and Minimum Claim Values are inclusive of Value Added Tax.

Contact details:

Huawei Technologies Africa (Pty) Ltd
Phone: +27 (0) 860 861 111
Email: support@huaweicare.co.za
Web: www.huaweicare.co.za
Address: 124 Western Service Road, Woodmead,
Sandton, 2191

Insured by:

Guardrisk Insurance Company Limited
An Authorised Financial Services Provider (FSP no 75)
Registration Number 1992/001639/06
VAT Registration Number 425 013 8072
The Marc, Tower 2, 129 Rivonia Road,
Sandton, 2196

Administered by:

Viva Cover (Pty) Ltd
An Authorised Financial Services Provider (FSP no 42787)
Registration Number 2007/018990/07
VAT Registration Number 453 024 3569
The Centenary Building, 30 Meridian Drive,
Umhlanga, 4319

Definitions

Administrator / Viva Cover means Viva Cover (Pty) Ltd (Registration No. 2007/18990/07). Viva Cover has been appointed to administer policy documentation as well as any claims lodged. Viva Cover earns a fee for this service;

Exclusion means a loss or risk event not covered under the Policy;

Excess means amounts payable by the Insured in the event of a claim under the Policy;

Huawei Device means a Huawei Tablet or a Huawei Laptop;

Huawei Repair Centre means an authorised and approved repair centre for the repair and / or maintenance of Huawei Devices;

Insurer / Guardrisk means Guardrisk Insurance Company Limited (Registration No. 1992/001639/06);

Intermediary means Viva Cover (Pty) Ltd (Registration No. 2007/18990/07). Viva Cover will be marketing and selling this insurance product. Viva Cover earns a commission for this service;

Insured means the person who owns the Huawei Device and has applied for insurance cover;

Insured Events means accidental physical damage to the Huawei Device;

Premium means the monthly amount payable by the Insured to the Insurer in respect of each Huawei Device;

Policy means the Huawei Care Pro insurance cover comprising of the Policy Schedule and Policy Wording contained in this document.

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Benefits

Insured Event

Theft of or physical loss of or accidental damage to the Huawei Device.

The Insurer shall at its sole discretion arrange for:

- the repair of the Huawei Device by an approved Huawei Repair Centre; or
- the replacement thereof; or
- if a replacement Huawei Device is no longer available, the replacement thereof with a Huawei Device of similar specification and value as may be available at the time of the Insured's claim; or
- pay to the Insured the cash value equivalent to the replacement or repair cost of the Huawei Device, subject to the limit of indemnity.

Basis of Indemnity

The Insurer's liability is limited to the cost of repairs or replacement of the Huawei Device, subject to the Limit of Indemnity / Sum Insured.

If the Huawei Device is repairable, the Insurer will pay the costs reasonably incurred to restore it to its state of serviceability immediately before the occurrence of the damage.

Limit of Indemnity / Sum Insured

The amount payable by the Insurer for damage in respect of the Huawei Device shall not exceed the Limit of Indemnity / Sum Insured stated in the Policy Schedule.

Excess

The Insured shall be liable to pay an excess of 15% of the claim amount in respect of each claim lodged.

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General Conditions (Applicable to all Sections)

Upgrades and Replacements

The Insured shall be solely responsible for ensuring that the Administrator is informed of any changes to the Huawei Device as a result of any upgrade or replacement of the Huawei Device.

Prevention of Loss

The Insured shall take all reasonable steps and precautions to safeguard the Huawei Device, including ensuring that the Huawei Device is safeguarded whilst charging, safeguarded and locked away when not in use, not left in a public place, place of recreation, office, mall or social occasion where it is vulnerable to easy removal or damage and used and maintained in accordance with the manufacturer's directions.

Period of Insurance

The Policy will commence upon receipt of the first Premium and will continue thereafter on a month-to-month basis and upon receipt of the monthly Premium payments.

Cooling-off Period

You are entitled to cancel your Policy in writing to the Administrator within 14 days after the date of receipt of your Policy documentation or from the reasonably determined date on which you received your Policy documentation. Please note that you may only cancel this policy within 14 days where no benefit has yet been paid or claimed or the event insured against under the policy has not yet occurred. All premiums that were paid up to the date that the Administrator receives your written notice of cancellation will be refunded to you. Your request for cancellation shall be completed by no later than 31 days after the Administrator receives your cancellation notice.

Policy Amendments

This policy may be amended or endorsed by the Insurer by giving 31 days' notice in writing by issuing a written endorsement to the Policy and shall apply from the date as advised in the notice given to the Insured. The Insured may request amendments to the Policy during the period of the Policy. Any such amendments shall be evidenced by the Insurer by issuing an updated Policy Schedule to the Insured.

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Cancellation

The Insurer shall be entitled to cancel this Policy by giving 31 (thirty-one) days written notice to the Insured. The Insured shall be entitled to cancel this Policy by giving 31 (thirty-one) days written notice to the Insurer or to the Administrator.

The Administrator reserves the right to cancel the cover granted to you should there be evidence of or an attempted submission of a fictional claim, fraud or misrepresentation.

Termination

This Policy shall be deemed to have been terminated in the event of:

- the Insured's death; or
- the Insurer not having received the Premium payable from the Insured on or before the due date, or as stipulated in the Premium payment conditions below.

Other Insurance

If at the time of any claim there is any other insurance providing the same cover as this Policy, the Insurer shall not be liable to pay or contribute more than their rateable proportion of indemnity.

No Rights to Other Persons

Nothing in this Policy shall give rights to any person other than the Insured unless the written consent of the Insurer has been obtained.

Average

If at the time of a loss, the Huawei Device insured is of greater value than the Limit of Indemnity / Sum Insured, the policyholder will be his own insurer for the difference and will bear a proportionate amount of the loss.

Claim Recovery

If, after the payment of a claim, the whereabouts of the lost or stolen Huawei Device is identified, the Insured shall render all reasonable assistance in effecting the recovery of the Huawei Device.

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Fraud

All benefits afforded in terms of this Policy and in respect of any claim shall be forfeited and this Policy may be avoided or cancelled at the Insurer's discretion from the date of any fraudulent conduct.

This Policy may be avoided or cancelled at the Insurer's discretion from the date of the fraudulent conduct:

- if any claim or part thereof under this Policy is in any way fraudulent or if 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 cover under this Policy is occasioned by the Insured's intentional conduct or that of any person acting on the Insured's behalf or with the Insured's connivance;
- if any fraudulent information and/or document, whether created by the Insured or any other party is provided to the Insurer by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance in substantiation or support of any claim under this Policy and whether or not the claim in itself is fraudulent;
- if the quantum of any claim is deliberately exaggerated by the Insured or anyone acting on the Insured's behalf or the Insured's connivance, for any reason whatsoever, whether the claim itself is fraudulent or not.

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

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Premium Payment

As the Insured, you are responsible for the payment of the Premiums.

The Premiums are payable monthly in advance.

If another person makes the Premium payments on your behalf, such person shall not become the Insured or have any right or entitlement to the benefits payable.

If a Premium is not paid on the specified payment date, Viva Cover will notify you by SMS.

If a Premium is not successfully collected, Viva Cover may attempt to debit your account:

- on an alternative date using:
 - o the bank's DebiCheck system; or
 - o a restrike, before your next Payment Date;
- and in the event of a successful debit your payment date may be amended accordingly, and we may keep debiting you on the same date in the future.

If a Premium is not paid on the due date, your account will be debited in the following month for 2 (two) months premiums.

If the Payment Date falls on a Saturday, Sunday or public holiday, we will collect the Premium on a more suitable business day.

If the Premium remains unpaid (after the double debit attempt) and the policyholder fails to remedy the failure within 30 (thirty) days (the Grace Period), the Policy will lapse at midnight on the last day of the preceding period of the Policy.

The Insurer adheres to the Policyholder Protection Rules by abiding by a 30-day grace period allowance. If no premium is received within the 30 days after the last premium was due, the policy will lapse, and any claims made in this period may be repudiated.

The Administrator is entitled to increase the Premiums payable in accordance with the terms of this Policy by providing 31 (thirty-one) days written notice to you prior to the implementation of the increase. Should you fail to pay such increased Premium, Viva Cover may adjust the benefits payable in terms of this Policy or may terminate this Policy with effect from the date of failure to pay the increased Premiums. The Premiums will increase annually by a minimum of 8% on the anniversary of the policy.

A full month's Premium is due in respect of any Insured Huawei Device where cover commences or ceases during a calendar month.

In the event of a claim for benefits, Viva Cover shall be entitled to deduct any Premiums due and not yet received from the claim payable, if this Policy is still in force. All Premiums are inclusive of Value Added Tax.

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Grace Period

The Insurer adheres to the Policyholder Protection Rules by abiding by a 30-day grace period allowance. If no premium is received within the 30 days after the last premium was due, the policy will lapse, and any claims made in this period may be repudiated.

Debit Order Information

The following is important information regarding your debit order and can be useful should you need to query this with your bank.

The below Short Name will appear on your bank account statement when the debit order collection for this Policy is made.

- For EFT Debit Order collections:
 - o Username – VIVA COVER PTY LTD
 - o Short Name – HUAWEICARE

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General Exclusions (Applicable to all Sections)

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

- 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;
- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- 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;
- any act (whether on behalf of any organization, 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;
- 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;
- any attempt to perform any act referred to in the previous clauses above.

If the Insurer alleges that, by reason of this exclusion, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense. If the Insurer alleges that, by reason of this clause of this exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

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Specific Exclusions

The Insurer shall not be liable for:

1. Loss or damage arising from abuse, misuse or neglect of the Huawei Device;
2. Any costs of replacing, reinstating or making good wear and tear, gradual deterioration or derangement of any kind;
3. Faults or defects known to the Insured at the time of arranging this cover or during the currency of this Policy and not disclosed to the Insurer;
4. The cost of repairing or replacing any damaged external casings, cosmetic fittings or accessories;
5. Loss, damage or failure for which the manufacturer or supplier is liable, or which is covered by a current warranty contract;
6. Any costs recoverable from other insurance or any party under the terms of any guarantee;
7. Defects in design or manufacture;
8. The cost of modification to affect repairs where the parts necessary for repair are no longer available or are out of manufacture;
9. The cost of repairs and/or maintenance carried out by anyone other than an approved Huawei Repair Centre;
10. Loss or damage if the serial, IMEI or ESN has been tampered with in any way;
11. The cost of routine inspection service adjustment or cleaning;
12. Any damage or fault caused by any form of electronic virus;
13. The cost of replacing lost data or software;
14. Consequential loss or consequential damage of any description; or
15. Any intentional damage to the Huawei Device.

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Claims

Claims must be notified to the Administrator within 30 (thirty) days after the occurrence of the Insured Event by either emailing claims@huaweicares.co.za or calling 0860 861 111.

In the event that the Administrator is not notified of the claim within the aforesaid period, all benefits in terms of this Policy will be forfeited for the respective claim.

The Insured must submit proof of purchase as well as a copy of the Insured's Identity Document or Smart Card within 30 (thirty) days after notification of the claim to the Administrator. In the event the required documentation is not submitted within the aforesaid period, all benefits in terms of this Policy may be forfeited for the respective claim.

In the event of the Huawei Device being lost or stolen, the Insured must report the loss or theft of the Huawei Device to your network service provider and complete a blacklisting form. (Not applicable to wearable Huawei Devices).

The Insured must report the loss or theft to the nearest police station and obtain a Police Case Number failing which no claim will be considered by the Administrator.

It is to be specifically noted no Police Case Number will be provided without an ITC reference number.

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Permission to Share Your Insurance Information

It is vital for insurance companies to share underwriting and claim information to ensure fair assessment for underwriting risk purposes and to mitigate the number of fraudulent claims. You hereby relinquish any right to privacy relating to the insurance information provided and allow for this information to be shared with any other insurance company and the South African Insurance Crime Bureau. This permission will survive the termination of this policy. The Client's or policyholder's/potential policyholder's Personal Information collected by Guardrisk, and/or its affiliated third parties including Momentum Metropolitan Holdings Limited, may be used for the following reasons:

- to establish and verify the identity of the Client/Policyholder in terms of the Applicable Laws;
- to enable Guardrisk to fulfil its obligations in terms of the Agreement;
- to enable Guardrisk to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws;
- reporting to the Financial Intelligence Centre, Financial Sector Conduct Authority and/or the Prudential Authority in terms of the Applicable Laws;
- at claims stage and in order to validate a claim, obtain information from the South African Police Services (SAPS) in cases where a device has been blacklisted; and
- to obtain credit information where applicable, from any of the credit bureaus.

Treating Customers Fairly

This product has been created to meet the needs of our clients. The Treating Customers Fairly (TCF) framework principles are viewed seriously by the Insurer and all 6 (six) outcomes, as stated below, are practiced at all times. We will, with all our interactions with any customer, endeavour to deliver excellent customer experiences which we will achieve through the ongoing review of all our business practices and analysis of complaints. It is our objective to be fair in our treatment of all consumers and partners and being compliant, in all aspects, of the 6 (six) outcomes of the TCF framework. These outcomes are:

- You are confident that your fair treatment is key to our culture;
- Products and services are designed to meet your needs;
- We will communicate clearly, appropriately and on time;
- We provide advice which is suitable to your needs and circumstances;
- Our products and services meet your standards and are of an acceptable level; and
- There are no barriers to access our service or to lodge any complaints.

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Complaints

Should you have any concerns about the information you have received, please contact our complaints department by emailing complaints@huaweicares.co.za.

Please give us a chance to resolve the matter. If your queries are not resolved to your satisfaction, please contact the following parties:

CONTACT THE ADMINISTRATOR

Give us a chance to resolve the matter. To ensure our focused attention, please contact us using the following details:

Viva Cover

PostNet Suite 33
Private Bag X75
Bryanston, 2021
Call: 0860 109 529
[Email: complaints@huaweicares.co.za](mailto:complaints@huaweicares.co.za)
Fax: 0864 599 605

THEN THE SHORT TERM OMBUD

If complaints about our products do not get resolved, we are accountable to the Short-term Insurance Ombud. Their contact details are:

The Ombud for Short-term Insurance

PO Box 32334
Braamfontein,
2017
Call: 011 726 8900
[Email: info@osti.co.za](mailto:info@osti.co.za)
Fax: 011 726 5501

OR THE FAIS OMBUD

If complaints about our service are not resolved, we are accountable to the FAIS Ombud. Their contact details are as follows:

Office of the FAIS Ombud

PO Box 74571
Lynnwood Ridge,
40
Call: 0860 324 766
[Email: info@faisombud.co.za](mailto:info@faisombud.co.za)
Fax: 012 348 3447

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Repudiation

Representation may be made to the Insurer within 90 (ninety) days of the date of the Insurer's letter of repudiation or avoidance.

Time Bar

If the Insurer declines liability for a claim made in terms of this Policy or avoids the Insured's Policy or the Insured disputes the amount of any claim under this Policy and a claim rejection letter being sent to you, you have a period of 90 days in which to make a representation directly to the Insurer. Should you make a representation within the 90-day period, the Insurer has within 45 days of receiving the representation, to notify you of their final decision after reviewing the representation. Should you be dissatisfied with the Insurer's decision, you have a period of 6 months in which to institute legal action. The Insured's representation must be submitted in writing to:

Guardrisk Insurance Company Limited
PO Box 786015
Sandton 2146
Telefax: (011) 669 2792
Email: claimsrejection@guardrisk.co.za

Alternatively, the Insured may contact:
The Ombudsman for Short-term Insurance
PO Box 32334
Braamfontein
2017
Phone: (011) 726 8900
Telefax: (011) 726 5501

If the Insured's dispute is not satisfactorily resolved in this manner, the Insured may institute legal action against the Insurer for the enforcement of the claim by way of the service of summons against the Insurer. Summons must be served on the Insurer within 180 (one hundred and eighty) days of the Insurer's original letter of rejection or avoidance after the expiry of the 90 (ninety) day period. If this is not done, the Insured's claim will be unenforceable against the Insurer and it will become time barred and the Insurer will no longer be liable for the claim.

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Details of the Financial Services Provider (Intermediary)

The Intermediary of your Huawei Care Pro Policy is Viva Cover (Pty) Ltd (Registration No. 2007/18990/07).

Viva Cover is an authorised Financial Services Provider (FSP Number 42787) in terms of the Financial Advisory and Intermediary Services Act, 37 of 2002, authorised to provide advice and intermediary services in respect of the products of Guardrisk Insurance Company Ltd.

Viva Cover acts as the Financial Services Provider in terms of this Policy.

To the extent that the Intermediary appoints agents and / or employees to act on its behalf, Viva Cover accepts responsibility for the acts and omissions of such agents and employees acting in the course and scope of its mandate or other contract.

Viva Cover has a conflicts of interest management policy available on the Viva Cover website. In terms of the revised General Code of Conduct, Viva Cover is defined as not rendering "Independent" financial services as its' "Associate", Ignition Telecoms Investments (Pty) Ltd, is a significant owner of Viva Life Insurance Limited (FSP 39697), a product supplier. Viva Life Insurance Limited is however only one of the product suppliers in respect of whose products Viva Cover renders financial services and Viva Cover and Viva Life Insurance Limited are separate FSP's which function independently of one another.

As an authorised Financial Services Provider, Viva Cover holds professional indemnity cover.

Contact details of the Intermediary:

Viva Cover (Pty) Ltd.

PostNet Suite 33

Private Bag X75

Bryanston, 2021

Phone: 0860 109 529

Telefax: 0864 599 605

Email: support@vivacover.co.za

Contact details of the compliance department of the Intermediary:

Compli-Serve KZN (Pty) Ltd

Catherine Cooper

Phone: 087 897 6970

Email: catherine@compliserve.co.za

Contact details:

Huawei Technologies Africa (Pty) Ltd
Phone: +27 (0) 860 861 111
Email: support@huaweicare.co.za
Web: www.huaweicare.co.za
Address: 124 Western Service Road, Woodmead,
Sandton, 2191

Insured by:

Guardrisk Insurance Company Limited
An Authorised Financial Services Provider (FSP no 75)
Registration Number 1992/001639/06
VAT Registration Number 425 013 8072
The Marc, Tower 2, 129 Rivonia Road,
Sandton, 2196

Administered by:

Viva Cover (Pty) Ltd
An Authorised Financial Services Provider (FSP no 42787)
Registration Number 2007/018990/07
VAT Registration Number 453 024 3569
The Centenary Building, 30 Meridian Drive,
Umhlanga, 4319



Details of the Underwriter (Insurer)

The insurer of your Huawei Care Pro Policy is Guardrisk Insurance Company Limited (Registration No. 1992/001639/06).

Guardrisk is a registered Insurer in terms of the Insurance Act, 18 of 2017.

Guardrisk is also an authorised Financial Services Provider (FSP Number 75) in terms of the Financial Advisory and Intermediary Services Act, 37 of 2002.

Contact details of Guardrisk:

Guardrisk Insurance Company Limited

PO Box 786015

Sandton, 2146

Phone: (011) 669 1000

Website: www.guardrisk.co.za

Contact details of the compliance department of Guardrisk:

The Compliance Officer

Phone: (011) 669 1000

Email: compliance@guardrisk.co.za

YOUR INSURER

Name:	Guardrisk Insurance Company Limited ("Guardrisk") Reg No. 1992/001639/06		
Physical Address:	The Marc, 129 Rivonia Road, Sandown, Sandton 2196	Postal Address:	PO Box 786015, Sandton, 2146
Telephone Number:	+27-11-669-1000	Facsimile Number:	+27-11-669-1931/2
Legal Status	Guardrisk is an Authorised Financial Services Provider in terms of the FAIS Act. FAIS registration number is: 75		
FAIS Registration:	In terms of the FSP license, Guardrisk is authorised to give advice and render financial services for product CATEGORY I:		
	Short-term Insurance : Personal Lines		
	Short-term Insurance : Commercial Lines		
PI and FG Cover	Guardrisk has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.		
Compliance Officer:	The Compliance Officer: Tel: +27-11-669-1000, e-mail: compliance@guardrisk.co.za		
Complaints:	You can access our Complaints Resolution Policy at : www.guardrisk.co.za or e-mail: complaints@guardrisk.co.za		
Conflict of Interest:	You can access our Conflict of Interest Mangement Policy at : www.guardrisk.co.za		

Contact details:

Huawei Technologies Africa (Pty) Ltd
Phone: +27 (0) 860 861 111
Email: support@huaweicare.co.za
Web: www.huaweicare.co.za
Address: 124 Western Service Road, Woodmead,
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