

## Dell Accidental Damage Protection – South Africa

AIG South Africa Limited agrees to provide insurance in terms of this policy during any period of insurance for which a premium has been paid.

### **IMPORTANT:**

#### **CONSENT TO THE DISCLOSURE OF PRIVATE UNDERWRITING AND CLAIMS INFORMATION.**

By acceptance of this contract of insurance the insured acknowledges that the sharing of claims information and underwriting information (including credit information) by Insurers is essential to enable the Insurance Industry to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims, in the public interest and with a view to limiting premiums.

The insured, on his own behalf and on behalf of any person he represents herein, hereby waives any right to privacy in any insurance information provided by him or on his behalf in respect of any insurance policy or claim made or lodged by him and he consents to such information being disclosed to any other insurance company or its agent. The insured also acknowledges that the information provided by him may be verified against other legitimate sources or databases and waives any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning him.

**Any reference to the masculine gender shall include the female gender.**

This insurance contract is conditional upon and will only come into effect following payment of the premium by Dell and receipt thereof by or on behalf of ourselves in accordance with the Premium Payment Due Date Clause below and is conditional upon acceptance by You of the **CONSENT TO THE DISCLOSURE OF PRIVATE UNDERWRITING AND CLAIMS INFORMATION** clause referred to above.

Any information supplied to us by Dell or by any other person acting on their behalf forms the basis of this contract.

This is a contract of insurance between You, the purchaser named on the Certificate of Insurance, and AIG South Africa Limited (the “insurer/we/us/our”). Dell Computer Pty Ltd has been appointed to sell the policy on behalf of the insurer.

### **Accidental Damage Protection.**

Your insurance policy and Dell’s invoice to You will show if You have purchased Accidental Damage Protection.

#### **1. SCOPE OF INSURANCE**

- a) If You are not a Business Customer You must be aged 18 years or older at the date of purchase of this policy and You must have Your main residence in the Territory.
- b) If You are a Business Customer You must have purchased the Insured Product for a business, trust, charity or other unincorporated body established in the Territory.
- c) If You purchased this policy after the Insured Product is delivered to You, You may be asked to confirm that the Insured Product was in full operating condition and not damaged at the time You purchased this policy.

- d) Dell reserves the right to conduct an inspection of the Insured Product to confirm that it is in normal operating condition.

You cannot enter a claim within the first 30 days of this policy purchase, as shown on Your Purchase Invoice. This 30 day period does not apply if You purchased this cover at the same time as the Insured Product or if the policy is an extension to an existing policy.

**2. DURATION**

The Policy Term will be set out in Your Purchase Invoice.

**3. THE COVER YOU RECEIVE**

<b>Risk</b>	<b>Explanation</b>
<p>Your Insured Product is covered for one incidence of Accidental Damage per 12 month period, commencing at the start of the Policy Term.</p>	<p>Dell, on behalf of AIG, will attempt to repair Your Insured Product when possible and economically viable. If it cannot be repaired, then it will be replaced with a product of at least the same or similar specification. The replacement product will become the new Insured Product under this policy for the remainder of the Policy Term.</p> <p><b>Facts about repairs</b></p> <ul style="list-style-type: none"> <li>• Dell may replace original parts with new or used parts.</li> <li>• Replacement parts will be functionally equivalent to the original parts.</li> <li>• Dell may appoint an affiliated company or a third party to complete repairs on the Insured Product.</li> <li>• Some repairs may be made by Dell sending You the part for self-installation.</li> </ul> <p><b>Facts about replacements</b></p> <ul style="list-style-type: none"> <li>• The replacement product will be of the same or similar specification as the Insured Product.</li> <li>• The replacement product will be determined by Dell.</li> <li>• The replacement product may contain original or refurbished parts.</li> </ul> <p>When making an Accidental Damage claim, You must allow Dell, on behalf of AIG, to assess the Insured Product. Dell's technical support agent will inform You of the options for shipping the Insured Product to Dell for assessment and repair. If You follow Dell's instructions and shipping is required, then Dell will send You a box and pre-paid mailing label to cover all shipping charges.</p>
<p>Cover outside the Territory</p>	<p>Repairs or replacements under this policy will be delivered to the address site(s) indicated on Your Purchase Invoice.</p> <p>Response levels, technical support hours and onsite response times will vary by geography and certain options may not be available in Your location.</p> <p>Claims outside of the country in which You purchased this policy may not be available to all customers. The obligation to repair or replace a relocated Insured Product is subject to local service</p>

	<p>availability and may be subject to Your payment of additional fees as well as inspection and recertification of the relocated Insured Product at then current time and materials consulting rates.</p> <p>In addition, out of country support will not include any whole unit replacements unless the service tag has been transferred to that country. For additional information please contact Dell, whose details can be found on Your Purchase Invoice or on the local Dell website <a href="http://www.Dell.com/ProSupport/Regional">www.Dell.com/ProSupport/Regional</a> .</p>
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**4. WHAT YOU ARE NOT COVERED FOR**

<b>Exclusion</b>	<b>Explanation</b>
More than one claim for Accidental Damage per Insured Product per 12 month period during the Policy Term	For any Insured Product, Accidental Damage cover is limited to one valid claim per product per 12 month period commencing from the start date of Your policy which is the invoice date shown in Your Purchase Invoice.
Pre-existing damage to the Insured Product	This Policy does not cover any damage to the Insured Product which occurred before policy purchase.
Economic sanctions	AIG will not be liable to provide cover (including payment of a claim or provision of any other benefit) under this policy if AIG is prevented from doing so by any economic sanction which prohibits AIG or its parent company (or its parent company's ultimate controlling company) from providing cover under this policy.
Tampering	This policy does not cover Insured Products where the Service Tag has been altered, defaced or removed.
Failure to follow instructions provided with the Insured Product	This policy does not cover Accidental Damage caused by Your failure to follow instructions provided with the Insured Product or incorrect use of the Insured Product.
Consumable items and peripheral devices or accessories sold or supplied with Your Insured Product	<p>This policy does not cover any loss or damage to peripheral devices or any items classified as accessories or consumables and not built in or on the base unit.</p> <p>Examples of Consumables are: batteries that are out of warranty and light bulbs. Examples of peripheral devices are: docking stations, external modems, external keyboards for notebooks, monitors, external mouse for notebooks, memory devices and external speakers. Examples of accessories are: cases and headphones. Also excluded are any parts/components requiring regular user maintenance and any computer components not integral to the Insured Product.</p>
Computer software	This policy does not cover any loss or damage to pre-loaded or purchased computer software, stored data or virus prevention/detection or external accessories and including without limitation custom factory integration items.

	<p>This includes but is not limited to where You have not backed up data or have not been provided with disks to allow software or operating systems to be re-installed.</p> <p>This policy does not provide cover for any data recovery services. However if the hard drive of the Insured Product is replaced as part of a valid Accidental Damage claim, the current version (at the time of the claim) of major application and operation software You originally purchased from Dell will be reloaded on to the replacement or repaired Insured Device at no cost to You. Dell is not, however obligated to ensure that any installed Custom Factory Integration applications will be compatible with the replacement Product.</p>
Cosmetic damage	Wear and tear, scratches or dents that do not impair the function or performance of the Insured Product are excluded under this policy.
Unauthorised repair	All claims under this policy must be reported to Dell and be undertaken by Dell or its Repair Agent.
Loss or theft	This policy does not cover Loss or theft of the Insured Product.
Fire or natural disaster	This policy does not provide cover to the Insured Product if damaged by fire or from damage arising from a natural disaster such as flooding or hurricane.
Abuse and misuse	You must take reasonable care of Your Insured Product otherwise Your claim may not be accepted. This policy does not provide cover if the Insured Product is intentionally damaged or damaged by misuse or abuse, including using it for the purpose or in a manner for which it was not intended.
Other costs or losses	This policy does not cover any other loss or costs other than the cost of repairing or replacing Your Insured Product. This includes any recovery or transfer of data stored on the Insured Product.

## 5. ACCIDENTAL DAMAGE CLAIMS PROCESS

If You need to make a claim then follow these steps:

- Please keep the Insured Product as it may need to be inspected by one of Dell's repairers before Dell can accept Your claim.
- Note the Insured Product's Service Tag number. This is located on the back or underside of the Insured Product and on Your Purchase Invoice.

Step	Explanation
Step one	<p>Call the Accidental Damage protection claims department on +27 (11) 709 7710.</p> <p>If You have any difficulties with the phone number provided please go to <a href="http://www.Dell.com/ProSupport/RegionalContacts">www.Dell.com/ProSupport/RegionalContacts</a> for the most currently available phone numbers or email customer service at <a href="mailto:EMEA_AccidentalDamage@Dell.com">EMEA_AccidentalDamage@Dell.com</a></p>

	The hours of support shall not include public holidays in Territory where the repair service is carried out.
Step two	<p>You will be asked for the Insured Product's Service Tag number. Once Your policy has been verified You will be asked a series of questions to assess the cause and extent of damage to the Insured Product.</p> <p>These diagnostic and troubleshooting steps may require more than one call or an extended session and You may be asked to access the inside of Your Insured Product where it is safe to do so.</p>
Step three	<p>Upon acceptance of Your claim, Dell on behalf of AIG will either arrange for a replacement part to be sent to You to install on the Insured Product, will arrange for a courier to collect the Insured Product for repair or advise You how to return the Insured Product to the repair centre. If returned, Dell will cover shipping costs by sending You a box and mailing label in advance.</p> <p>You must return the Insured Product with all functional components as instructed by Dell.</p>
Step four	If we reject Your claim or there is a dispute about the amount of the claim, we will give you reasons for the decision and 90 days to make further representations. No Benefit will be payable if legal proceedings are not commenced within 180 days of any disclaimer of liability by Us.

## 6. GENERAL CONDITIONS

You can register a change of address or make a request to transfer this policy by contacting Dell. Dell will issue an updated Purchase Invoice to the new Policyholder.

We will only alter policy terms where there is a regulatory or legislative change required, or where We are responding to industry guidance and codes. Where Your terms are altered You may request to cancel Your policy – see section 8 below.

Economic sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities. This means that if You are the subject of an economic sanction AIG may not be able to provide cover under this policy.

This policy is not a warranty. The Insured Product You purchase from Dell will also come with a limited warranty from Dell or third party manufacturer of products which Dell distributes. Please consult Dell's limited warranty statements for Your rights and remedies under those limited warranties.

## 7. CANCELLATION AND REFUND POLICY

### Your Cancellation Rights

You can cancel this policy for any reason by advising Dell within 14 days of purchase or receipt of this policy. If You cancel this Policy within this time, You will receive a full refund of the Premium You paid, minus the costs of any claims You have made.

If You cancel this policy after 14 days You will receive a proportionate refund of the Premium based on the number of full unexpired months of cover remaining, minus the cost of any claims You have made. If You are a Business Customer and You cancel this policy after 14 days no refund of Premium will be due.

To cancel Your cover under this Policy, please contact Dell:

By telephone on: +27 (0) 709 7710

By email at: [EMEA\\_AccidentalDamage@Dell.com](mailto:EMEA_AccidentalDamage@Dell.com)

### **AIG Cancellation Rights**

AIG may cancel Your policy at any time if it is no longer authorised to underwrite this policy. If this happens, AIG will give You 30 days' notice of cancellation in writing and You will be entitled to a proportionate refund of the Premium paid for this policy based on the number of full unexpired months of cover remaining. AIG may also cancel Your Policy if You have breached section 10 – Misinformation and Fraud in which case no refund of Premium is due.

### **Lapse**

Claims arising from insurance contracts will not be considered by Us after (4) years from the end of the year in which it arose.

### **Fraud**

You will forfeit all Benefits under this Policy if any claim arise in respect of fraudulent or intentionally exaggerated and We will at our own discretion cancel this Policy with immediate effect.

## **8. THE LAW**

Unless otherwise agreed to the contrary prior to policy inception, this policy will be subject to South African Law.

## **9. CUSTOMER SERVICE AND COMPLAINTS**

We have developed an internal procedure for dispute resolution so that, if at any time Our products or services have not satisfied Your expectations, You can contact Us:

Complaints Unit: Help line – 0860 111 601  
Tel. Number: 011 551 8000  
Fax Number : 011 551 8894  
Email: [sacomplaints@aig.com](mailto:sacomplaints@aig.com)  
Postal: P.O.Box 31983  
Braamfontein  
2017

## **10. ABOUT THE INSURER**

Name : AIG South Africa Limited

Physical Address: Sandown Mews West  
88 Stella Street  
Sandown  
Johannesburg

2196

Postal address: P O Box 31983,  
Braamfontein  
2017  
Telephone: +27 11 551 8000, Fax : +27 11 551 8653

Website: [www.aig.co.za](http://www.aig.co.za)  
Registration Number: 1962/003192/06  
VAT Number : 4390116939  
Authorised Financial Services Provider License No: 15805

Compliance Officer: Tel: +27 11 551 8000 Email: [compliancesa@aig.com](mailto:compliancesa@aig.com)

Type of policy: Accidental Damage Cover.

Premium obligations assumed by You as a policyholder: You agreed to pay the premium. The amount due is contained in the invoice.

Manner of payment of premium, due date and consequences of non-payment: If You do not pay the premium on or before the due date, cover will be cancelled from midnight on the day before the due date. Period of grace – You shall be entitled to a 15 day period of grace to pay Your premium. If You do not pay the premium within 15 days of the due date, cover will be cancelled from midnight on the day before the due date. Stop payment of premium – if the premium is not paid on the date that it was due to be paid as a result of payment having been stopped by You the cover will be cancelled from midnight on the day before the due date, regardless of any period of grace.

#### **11. OTHER MATTERS OF IMPORTANCE**

You must be informed of any material changes to the information about Us.  
If any complaint to Us is not resolved to Your satisfaction regarding the advice You were given, You may submit Your complaint to the Short Term Insurance Ombudsman.  
If Your premium is paid by debit order, the debit order must be in favour of the product supplier (insurer) and may not be transferred without Your approval.  
We must give you 30 days' notice in writing of Our intention to cancel Your debit order.  
We must give reasons in writing for the rejection of any claim submitted by You.  
We must give you written notice of our intention to cancel Your policy.  
You are entitled to a copy of Your policy free of charge.

#### **12. WARNING**

Please make note of what is said to You.  
Don't be pressurized to buy a product.  
Incorrect or non-disclosure by You of relevant facts may influence an insurer on any claims arising from Your contract of insurance.  
All calls are recorded and are available to You on request.

#### **13. ABOUT THE INTERMEDIARY**

Name : Dell Computer (Pty) Ltd

Physical Address : Lords Building The Campus  
57 Sloane Street  
Bryanston

Johannesburg  
2021  
Telephone: +27 11 709 7710  
Registration Number : 1995/007883/07  
VAT Number : 4890151741  
Authorised Financial Services Provider License No. 47015  
Authorised to provide financial services in respect of license category 1 , sub category 2 – Short  
Term Insurance – Personal Lines

**14. LEGAL STATUS AND ANY INTEREST IN THE INSURER**

The Intermediary has no direct financial interest in Us.

**15. PROFESSIONAL INDEMNITY**

The Intermediary does have Professional Indemnity Insurance.

**16. PARTICULARS OF THE SHORT-TERM INSURANCE OMBUDSMAN**

The Ombudsman is available to advise You in the event of a complaint regarding policy or claims related matters.

Name: The Ombudsman for Short-Term Insurance

Physical Address: Sunnyside Office Park, 5th Floor, Building D, 32 Princess of Wales Terrace, Parktown.

Postal Address : P.O. Box 32334, Braamfontein, 2017

Telephone: (011) 726 8900. Fax: (011) 726 5501 Share call: 0860 726 890

Email : [info@osti.co.za](mailto:info@osti.co.za) Web site: [www.osti.co.za](http://www.osti.co.za)

**17. PARTICULARS OF THE FAIS OMBUDSMAN**

The Ombudsman is available to advise You in the event of a complaint regarding intermediary services and advice.

Physical Address: Sussex Office Park, Ground Floor, Block B, 473 Lynnwood Road, Cnr Lynnwood Road and Sussex Avenue, Lynnwood Ridge, 0081

Postal Address : P.O. Box 74571, Lynwood Ridge, 0040

Telephone: (012) 470 9080. Fax: (012) 348 3447

Email: [info@faisombud.co.za](mailto:info@faisombud.co.za) Web site: [www.faisombud.co.za](http://www.faisombud.co.za)

**18. PARTICULARS OF THE REGISTRAR OF SHORT-TERM INSURANCE / FINANCIAL SERVICES BOARD**

Name: Financial Services Board

Postal Address : P.O. Box 35655, Menlo Park, 0102

Telephone: (012) 428-8000 / 0800 11 04 43 Fax: (012) 346-6941

Contact Centre: 0800 110 443 or 0800 20 20 87

E-mail: [info@fsb.co.za](mailto:info@fsb.co.za) Website : [www.fsb.co.za](http://www.fsb.co.za)

**GENERAL**

The policy wording and invoice must be read as one document. If You need advice on any aspect of Your policy, claims procedures, or Your responsibility to pay premiums, please contact Us.

**SECTION 21 OF THE CODE OF CONDUCT**



The Code of Conduct provides that no provider may request or induce in any manner a client to waive any right or benefit conferred on the client, by or in terms of, any provisions of this code, or recognise, accept or act on any such waiver by the client, and any such waiver is null and void.

## **FRAUD AND COMPLAINTS**

**Fraud** : If you become aware of irregularity on any policy you may contact Your insurer where Your call will be treated in confidence. **Complaints** : If You would like to lodge a complaint regarding the service that You have received please contact Dell Complaints Department on +27 11 709 7710.

## **19. COMPENSATION SCHEME**

You may be entitled to compensation from the scheme if AIG cannot meet its liabilities to You under this policy.

## **20. DATA PROTECTION**

### How We use Personal Information

AIG are committed to protecting the privacy of customers, claimants and other business contacts. "Personal Information" identifies and relates to You or other individuals (e.g. Your dependants). By providing Personal Information, You give permission for its use as described below. If You provide Personal Information about another individual, You confirm that You are authorised to provide it for use as described below.

The types of Personal Information AIG may collect and why - Depending on our relationship with You, Personal Information collected may include: identification and contact information, payment card and bank account information, credit reference and scoring information, sensitive information about health or medical conditions, and other Personal Information provided by You. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Management and audit of Our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside Your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes

**Marketing**- AIG will not use any Personal Information collected in relation to this insurance policy to send You any marketing communications, unless You expressly ask Us to. As such, the "Marketing Preferences" section of Our full privacy policy, and the other wording in Our privacy policy which is located at [www.aig.com/za-privacy\\_917\\_216452.html](http://www.aig.com/za-privacy_917_216452.html) that suggests AIG will market to You, do not apply to You, unless You have expressly requested that AIG send You marketing communications. AIG may still send You other important communications, e.g. communications relating to administration of this Policy or claim.

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with Our group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. AIG are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. AIG may search these registers to detect and prevent fraud or to validate Your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of Our company or transfer of business assets.

International transfer - Due to the global nature of AIG's business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in Your country of residence.

Security and retention of Personal Information- Appropriate legal and security measures are used to protect Personal Information. AIG's service providers are also selected carefully and required to use appropriate protective measures. Personal Information will be retained for the period necessary to fulfil the purposes described above.