



**Unrestricted**

# Activate



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## Introducing your Activate by Absa policy wording

Thank you for choosing Activate, a product of Absa Insurance Company Limited (“AIC”), for your non-life insurance needs.

Your policy is made up of:

### 1 **A policy schedule**

This sets out the type of insurance you have bought, the amounts you are insured for, the excesses that apply and the monthly premium you must pay.

### 2 **Policy terms and conditions**

2.1 This sets out your responsibilities, what we do and do not compensate you for and how to claim for any loss or damage you are insured for.

2.2 Definitions (key terms apply to insured peril)

- There are additional conditions specific to each insured section and are set out in those sections below.

### **What you have bought**

You have bought an Activate by Absa non-life insurance policy and provided you have taken cover under all the sections of this policy, we will cover your building, its fixtures and fittings, your household contents and movable items such as watches, cellphones, jewellery and so forth should they be lost or damaged anywhere in the world, as well as your motor vehicles, subject to the terms and conditions detailed under the general conditions and those specific sections.

### **What is your duty as the Insured**

- 1 You must give us true and relevant information about yourself, your property and possessions insured.
- 2 You must give us all relevant information about your past insurance history, relating to losses or damage that you or any member of your household have claimed for through your Insurer or encountered in your/their personal capacity, whether you were insured at the time or not.
- 3 You must read and understand your policy.
- 4 You must comply with all the terms and conditions set out in your policy.
- 5 You must ensure that the sum insured is equal to the replacement value of your possessions and property. You must also ensure that your vehicle is insured for its current retail value.
- 6 You must conduct regular maintenance on your property and possessions, you must also adhere to regular services intervals on your vehicles, including ensuring they remain roadworthy at all times.
- 7 You must inform us of any amendments/changes and/or renovations/updates/replacements to/of your property, possessions, and vehicles. We must be notified within 14 (fourteen) days of changes on your property. We must be notified of any new additions to your policy prior to purchasing/taking possession of these.
- 8 You must ensure that the structure of your property, its permanent fixtures and fittings, as well as additions/extensions comply with the required minimum building standards applicable at the time of construction. It must be noted that should the above not be complied with, it could affect the outcome of your claim.

### **When and how we will compensate you**

In the event of a valid claim, we can:

- replace or repair your insured building, possession or vehicle through a supplier or repairer of our choice;
- settle in cash; and/or
- choose to apply a combination of the above.

## Definitions

- 1 **Abandoned:** The premises has been permanently vacated by those previously occupying it.
- 2 **Accident/Accidental:** An unfortunate, unexpected and unintentional incident.
- 3 **All risk:** An accidental loss or damage to an item insured on the policy, occurring anywhere in the world.
- 4 **Accidental death:** Death occurring in a sudden, unforeseen, unexpected or unintentional manner, unassociated or related to any medical incident or condition.
- 5 **Accidental bodily injury:** Bodily injury occurring in a sudden, unforeseen, unexpected or unintentional manner, unassociated or related to any medical incident or condition.
- 6 **Active soil:** Soil that is unstable, move, expands and/or contracts.
- 7 **Building:**
  - An immovable dwelling that complies with the South African National Standards (“SANS”) building requirements.
  - All other buildings that are either adjoined or not adjoined to the main dwelling on the insured’s property are subject to these complying with SANS building requirements.

**The description of a building is extended to include:**

  - Boundary and other walls, carports, tennis courts, squash courts, gates and fences.
  - Immovable permanently fixed brick, concrete, pavers, asphalt or stone paths, driveways and other surface areas on the property.
  - Fitted appliances and air-conditioning systems.
  - Fixed structures such as water features, fountains, ponds, jacuzzis, spa baths, saunas, swimming pools (excluding vinyl, plastic and movable swimming pools), domestic water pumping machinery and fixed filtration plant, domestic fixed fuel tanks, domestic borehole machinery and solar heating panels.
  - Fixed antennas, aerials, satellite dishes, masts and lightning conductors on the property.
  - Water, sewerage, gas, electricity and telephone connections.
- 8 **Commune:** A group of people living together, having their own private living space and sharing other common areas within a building on the property of the Insured.
- 9 **Domestic employee:** The person(s) employed by yourself to clean and carry out other chores inside and outside your dwelling, on your property.
- 10 **Excess:** This is the first amount of each claim payable by the Insured/policyholder.
- 11 **Geysers:** A water heating system, including all associated components such as, but not restricted to collectors, all valves, piping, element, thermostat, draincock, vacuum breakers and drip trays.
- 12 **Effective date:** The first date on which the policy incepts and the Insurer accepts cover.
- 13 **Insurable interest:** This is the legally recognised relationship between the Insured and the financial loss that is suffered. Insurable interest is about the financial relationship of a person to the subject matter of the insurance, which is the property or liability referred to in the contract. The client must suffer some financial loss and be prejudiced if damage or loss were to happen to the particular asset and must benefit from it not being damaged or lost. You can only insure things with which you have a legally recognised relationship.  
The subject matter of the contract is the insurable interest. Without insurable interest, the contract is void and unenforceable. For all classes of non-life insurance, insurable interest must exist when the policy is purchased and when a loss or damage occurs.
- 14 **Insured perils:** An event or incident that can cause loss or damage to a property and is covered by this insurance policy.
- 15 **Insured event:** Any loss or damage occurring that your policy covers you for, as stipulated therein.
- 16 **Insured property:** The building/property referred to in your policy schedule to be insured.
- 17 **Landslip:** The downward or sideways movement of soil.
- 18 **Subsidence:** The gradual or sudden caving in or sinking of an area of land.
- 19 **Legal Tenant:** An individual who resides on the Insured’s Property and has permission to do so.
- 20 **Mortgagee:** A registered financial institution that has provided a loan on the property insured.
- 21 **Standard construction:** A construction built of brick, stone or concrete and roofed with slate, tiles, concrete, asbestos or iron.
- 22 **Non-standard construction:** Any construction not described under standard construction above.
- 23 **Pro Rata premium:** The premium related to the amended length of time we are on risk from the original contracted policy period.
- 24 **Occurrence:** Something that is happening or has already happened is an occurrence.
- 25 **Renewal/Anniversary date:** The date the current policy period expires and the new policy period is entered into after terms and conditions are reviewed and agreed between the Insured and Insurer.
- 26 **Risk address:** The physical address/place where the property/properties stated in the schedule is/are situated.
- 27 **SANS:** South African National Standards.
- 28 **Salvage:** A portion of the property that is recoverable at the time of a claim.
- 29 **Solar system:** Solar panels that make use of the sun’s rays to store/generate electricity for use on the insured’s property. This extends to include all water heating systems, components and pipes linked to the system.
- 30 **Sum insured:** The amount stated in your schedule for specified covers that represents the maximum amount payable any one claim.
- 31 **Unoccupied:** The insured property is not occupied by people, but has other things inside it.
- 32 **Vacant:** The insured property does not have people or anything else inside.
- 33 **The Insurer, Company, we, us:** This is Absa Insurance Company Limited, registration number 1992/001737/06.
- 34 **The Insured, you, your and yourself:** This is the policyholder, their family, domestic workers or any legal tenants residing on their property.
- 35 **Territorial limits:** Countries in which we can provide insurance for property/items listed in your schedule. These countries are restricted to the Republic of South Africa (“RSA”), Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.
- 36 **Loadshedding:** An event where there is a deliberate controlled shutdown of electric power in a part or parts of a power distribution system up to a maximum of six hours at any one time, affecting different areas at different times, generally to prevent the failure of the entire system/grid when the demand strains the capacity on the system/grid. Any event or occurrence longer than a period of six continuous hours for a single event, will be construed as an electricity grid failure.

- 37 **Electricity grid failure:** The unintentional, forced interruption and/or suspension of electricity, resulting in failure to supply electricity from the national grid, regional grid or any substation connected thereto, as well as any other electricity supply directly or indirectly linked to the national electricity grid, causing the failure of electricity supply to any province, suburb, town and/or any other place. This does not relate to loss or damage as a result of any insured perils covered in terms of this policy.

## General terms and conditions applicable to the policy

### 1 **Activate Rewards Benefit**

Your Activate policy rewards you for driving well. Your policy qualifies you for Activate Rewards. A portion of your premiums will be paid back to you based on your driver score. Your driver score is calculated using data from the telematics device installed in your vehicle.

Activate Rewards Benefit will be reimbursed to you within 45 (forty five) days of withdrawal. If your policy is cancelled for any reason other than as a result of an error by AIC and thereafter reinstated, the abovementioned reward will begin with a zero balance again. If a benefit as described above is paid by AIC in error, it must be paid back within 45 (forty five) days of it being paid to yourself. If you cancel your policy, you will forfeit all rewards in your wallet that you have earned but not withdrawn during the period before cancellation.

### 2 **Abandonment**

The property insured may not be abandoned by the Insured/owner/legal tenant at any time for an indefinite period longer than 31 (thirty one) days, without notifying and agreeing with the Insurer.

### 3 **Automatic inflation margin**

The sum insured will be increased on the renewal date of the policy, in line with the inflation indices for the past period and future estimated period of insurance. The Insured remains responsible to ensure that all sums are correctly stated in the schedule to be able to reinstate the property should the Insured suffer a total loss to their property as a result of an insured event.

### 4 **Average**

Should the property sum insured represented in the schedule, be less than the actual replacement value of the total property at the time of loss or damage, the Insured will be responsible to pay a rateable proportion of the claim. (The same percentage as the sum insured to the actual replacement value of the property.) This is applicable whether the Insured has suffered a total or partial loss.

### 5 **Cooling-off period**

All policies issued for a period exceeding 31 (thirty one) days' are subject to a cooling-off period. The Insured has 14 (fourteen) days from receipt of a new policy contract or any variation/amendment to their existing policy contract, to cancel the policy entered into or the variation made to an existing policy. Upon cancellation, if no claims or benefits have been paid by the Insurer, they will refund all premiums collected for the new policy or the additional premium charged for the variations made to the policy.

### 6 **Cancellation**

We can cancel this policy by giving you 31 (thirty one) days' notice of our intention to do so. You can cancel this policy by giving us immediate notice of your intention to do so. A *pro rata* premium may be refunded if applicable. Upon cancellation of your policy, you will forfeit all remaining earned rewards in your wallet.

### 7 **Change to the risk/Endorsements**

Any changes to the risk need to be notified to the Insurer within 15 (fifteen) days of those changes taking place. Should the Insurer not be notified of the changes within this period and a claim occurs prior to the Insurer being notified, the relevant changes and impact of those changes will be taken into consideration when settling the claim, this might also result in the claim being rejected in its entirety and the policy being cancelled with effect from the date of those changes.

We may endorse your policy by giving you 31 (thirty one) days' notice of our intention to do so. You may request that we endorse your policy with changes, giving us immediate notice to do so. All endorsements will be noted on your policy schedule and sent to you.

### 8 **Excesses**

The Insured will be responsible for the excess portion shown under the excess structure of the policy for each and every applicable section, sub-section of the policy. The excess portion of a claim is the first amount payable prior to any contribution from the Insurer. Should the amount of the claim be more than the minimum excess amount, the Insurer will contribute to the settlement of the claim.

### 9 **Premiums**

Premiums are payable by debit order on the agreed monthly payment date. Should premiums not be collected on the agreed due date, they can be paid by the Insured or collected by the Insurer within 15 (fifteen) days thereafter. If the premium payment or collection is still unsuccessful, all claims submitted will not be considered, unless agreed with the Insurer. An attempt will be made in the following month to collect the outstanding premium, as well as the current premium due. Should this not be successful, the policy will be cancelled from the date of the first debit order rejection.

### 10 **Insured's rights in terms of Financial Advisory and Intermediary Services Act ("FAIS Act")**

We will not request or encourage you in any manner to waive any of your rights or benefits presented by or in terms of any provision of the FAIS Act, 2002 (Act No 37 of 2002) and General Code of Conduct for Authorised Financial Services Providers and Representatives. Should you give up any such rights, we will not recognise, accept or act on it. Any such waiver will be null and void.

### 11 **Criminal activities, money laundering, terrorist financing, sanctions and prohibited business activities**

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

### 12 **Claims procedure and requirements**

- Where an Insured Event results in or may give rise to a claim, you must:
  - i) not make any statement, offer, promise or payment without our permission;
  - ii) inform the police within 24 hours of any event/occurrence;
  - iii) advise us of the loss or damage within 31 (thirty one) days;
  - iv) provide us with the police case number as soon as possible;
  - v) provide us with a full description of the loss;
  - vi) provide us with details of any other insurance that is in place covering the loss; and
  - vii) provide us with all information, documentation and requirements we may request related to the loss.
- If we dismiss or reject any claim, you have 90 (ninety) days from the date of dismissal/rejection to appeal in writing.
- If your appeal is not successful, you have a further 180 (one hundred and eighty) days to start legal proceedings against us. If legal proceedings are not actioned within this time period, we can no longer be held liable in respect of the claim.
- You or the Insurer may cede/transfer the rights on your policy to the Mortgagee for the insured property. Your rights cannot be

ceded/transferred to anybody else other than the Mortgagee. If another person suffers a loss or damage on your property, you will need to inform us of the details of the claim and we may deal with the claim on your behalf.

- If the Insured suffers a loss or damage to their building as a result of an Insured Event, we may repair the existing building or replace it with a similar building on the Insured's property, up to the sum insured stated in the policy, using one of our approved service providers. Our service providers will attempt to match the Insured's existing materials, but the Insurer will not be responsible for additional costs incurred as a result of them not meeting your requirements. We may also choose to pay cash *in lieu* for the damaged property, all salvage becomes the property of the Insurer.
- If loss or damage as a result of an Insured Event occurs, the Insurer or any person authorised by them:
  - i) may enter the property to assess the loss or damage;
  - ii) may take possession of the damaged item claimed for or request that it be delivered to a premises as agreed between you and us; and
  - iii) may request your assistance before or after settlement of the claim, to enable us to proceed against any third party.
- If you or anyone acting on your behalf does not provide the assistance related to any aspect of the claim, it will be reassessed and we will take the necessary actions required to recover any payments made.
- You must take reasonable care to prevent or minimise the loss or damage and in doing so, make sure that you comply with statutory requirements. You may make emergency repairs to prevent further loss occurring.
- You may be asked to provide proof of ownership or prove your insurable interest in the property claimed for.

#### 13 **Fire brigade costs**

We will compensate you for reasonable costs incurred up to a maximum of R100 000, resulting from authorities attempting to extinguish a fire to prevent or reduce further loss or damage to your property.

#### 14 **Public authority requirements**

We will pay costs necessarily incurred for repairing or rebuilding following loss of or damage as a result of an Insured Event to the building in accordance with public authority requirements, excluding costs relating to defective workmanship, design, plans or specifications.

All reasonable steps must be taken to comply with "public authority requirements" relating to the maintenance and safety of the insured property.

All reasonable steps must be taken to comply with statutory requirements to prevent and/or minimise the loss or damage, bodily injury or any accidents that might occur on the insured property.

#### 15 **Voidance**

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

#### 16 **Renewal/Anniversary date**

Your policy will be reviewed annually as per the specified date on your policy document. All Sums Insured, rates, claims and other relevant factors will be considered by us at this time in proposing terms and conditions for the next 12 (twelve) month period of cover. Our proposed terms for the forthcoming period of insurance, need to be agreed by you. If you do not provide any response, it will be taken as you have agreed to the terms and conditions proposed by us.

#### 17 **Dual insurance cover**

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

#### 18 **Jurisdiction**

All matters relating to this policy will be subject to South African law and heard in a South African court.

#### 19 **Subrogation/Legal proceedings**

We can take over any defence, settlement or any legal action in your name. We can also institute any legal proceedings in your name at our expense to recover any amounts due to you or us. We may also choose to pay you the limit provided for in your schedule or the amount the claim can be settled for as a full and final settlement of the claim and you would be responsible for your own defence, settlement or recovery.

#### 20 **Credit risk profile**

We can ask for a credit risk profile on your portfolio from an accredited agency at any time prior to and during the period that you are Insured with us. We may also share this and other relevant information with other companies if requested, subject to receiving your approval for us to do so.

#### 21 **South African Special Risks Insurance Association ("SASRIA") SOC Limited**

You are able to take SASRIA cover as an additional benefit on your policy. SASRIA covers you for loss or damage as a result of riot, strike, lockout, civil commotion or other similar acts that are politically motivated. This type of cover is specifically excluded under our policy and we act on behalf of SASRIA in adding this extension to your policy. All terms and conditions, including claims interpretations are agreed by SASRIA.

#### 22 **Privacy notice**

##### **How we treat your personal information**

- We collect and process your personal information to enable us to provide you with products and services, among other things and we may share it with:
  - i) the Absa Group, its service providers and other third parties to comply with our regulatory obligations;
  - ii) any party to whom we assign our rights under this Agreement or any of our agreements for products and services; and
  - iii) credit bureaus where you apply for credit products.
- All the personal information that we share is subject to our privacy and security requirements and we are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe on your privacy rights. We may make automated decisions based on your personal information and if you are unhappy with the outcome, please contact us. We will notify you if we intend using your personal data for other purposes. We will keep your personal information only for as long as the law requires us to. After this time, we will securely destroy or de-identify this information.

- You have the right to ask us for access to your personal information and to instruct us to amend and/or delete any personal information or to object to us processing your personal information. You can also let us know if you want us to stop or to limit how we use your personal information.
- If you do not agree with how we use your personal information, please lodge a complaint at [actionline@absa.co.za](mailto:actionline@absa.co.za)  
Please read these terms and conditions in conjunction with our detailed Privacy Statement which you can access on [absa.co.za](http://absa.co.za)



## General exclusions

### We will not cover:

- 1 Loss or damage that is not sudden and unforeseen.
  - 2 Any breach of policy terms and conditions; if terms and conditions are breached, it may result in us claiming from yourself.
  - 3 Loss or damage as a result of the Insured being under the influence of alcohol, drugs or any other substance not prescribed by and used in accordance with the prescribed dosage from a registered medical professional.
  - 4 Loss or damage if any information supplied at any time is corrupt, dishonest, misrepresented, fraudulent or any combination of these. This includes information supplied by you or anyone acting on your behalf and/or applicable to any instance that you have any knowledge of. Any amounts already paid to you can be recovered by us should any of these be discovered.
  - 5 More than the amount stated in the sum insured, in the schedule.
  - 6 Loss or damage if the insured property is vacant, abandoned or illegally occupied at any time or unoccupied for more than 31 (thirty one) consecutive days.
  - 7 Loss or damage as a result of your profession or business/farming operations.
  - 8 Any pre-existing loss or damage prior to the inception of the policy.
  - 9 Loss or damage more specifically Insured under a valid warranty policy.
  - 10 Loss or damage directly or indirectly caused from asbestos that the Insured might become liable for or suffer loss or damage in their personal capacity.
  - 11 Loss or damage as a result of lack of servicing, maintenance, cleaning, repairing, gradual deterioration or wear and tear.
  - 12 Loss or damage as a result of mechanical, electrical, electronic breakdown, failure or defect.
  - 13 Loss or damage from dyeing, bleaching, rising damp, mildew, fading or rust.
  - 14 Loss or damage as a result of legal confiscation or detention.
  - 15 Loss or damage caused by scratching, chipping, cracking, denting, biting and tearing by animals, vermin, insects or pests.
  - 16 Loss or damage as a direct or indirect result of computer hardware or software failure; any failure as a result of human error, programming error, corruption of data or computer viruses is also excluded.
  - 17 Loss or damage as a direct or indirect result of nuclear explosion, nuclear fission, nuclear fusion, radiation, radioactivity, nuclear waste or contamination from any other form of nuclear related activity.
  - 18 Loss or damage related to contractual obligations or legal liability related to these or any other contracts. Any liability that would not have otherwise existed if the contracts were not in place. Any liability accepted by agreement, that would not have existed without the agreement.
  - 19 Loss or damage to the insured property if any illegal activities are being carried out on the insured property or should the insured property be utilised to transact or in any way be directly or indirectly linked to any transactions of an illegal nature. We will also not accept any liability to third parties or their property, should any illegal activities be directly or indirectly connected to the insured property. We will not cover loss or damage as a result of any property which is legally confiscated.
  - 20 Loss or damage to any property being occupied without the consent of the Insured.
  - 21 Loss or damage to the insured property being occupied and used in contravention of public policy, any municipal by-laws or laws of South Africa.
  - 22 We will exclude any loss or damage directly or indirectly related to the initial occurrence/event, due to negligence of the Insured resulting in further loss or damage.
  - 23 We will exclude any form of loss of profit, income, turnover or other earnings as a result of any loss or damage.
  - 24 We cannot be held liable for legal costs and expenses incurred by you outside the RSA.
  - 25 We will exclude loss or damage caused by:
    - war and warlike activities, for example invasion, acts of foreign enemies and civil war;
    - any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976;
    - terrorism, including the use of violence or threat of violence for political, religious, personal or ideological reasons;
    - activities intended to overthrow the government or any local or tribal authority;
    - military might (for example martial law, mutiny, military uprising, revolution, including protests, rebellion, civil disobedience and inciting fear in the public);
    - civil disturbances [for example riots, strikes, lockouts (whether legal or not)]; or
    - the acts of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any activities referred to in the general exclusions above.
- These claims will be covered in terms of the SASRIA policy attached to this policy if chosen by the Insured.

### 26 Communicable diseases

- This insurance policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease, regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- Subject to any other terms, conditions and exclusions contained in this insurance policy, this policy will cover physical damage to property, where such physical damage is directly caused by or arising from any of the perils covered under the sections specified under this policy.
- As used herein, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
  - the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
  - the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value or marketability of or loss of use of property.

27 **Cyber loss**

This insurance policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- any loss of, alteration of, damage to or a reduction in the functionality, availability or operation of a computer system, unless subject to point 2 hereunder; and
- any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

Subject to all the terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property where such physical damage is directly caused by or arising from any of the perils covered under the sections specified under this policy.

**Definitions**

- **Computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility.
- **Data** means information, facts, concepts, codes or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

28 **Loss or damage caused by electricity grid failure**

This policy does not cover any events or occurrences incurred or related in any form to electricity grid failure or as a result of electricity grid failure; the below are a few examples, but any such events or occurrences are not limited to these:

- i) Any loss or damage directly or indirectly associated with or linked to electricity grid failure.
- ii) Any liability whatsoever directly or indirectly associated with or linked to electricity grid failure.
- iii) Any cost or expense directly or indirectly associated with or linked to electricity grid failure.
- iv) Any consequential loss directly or indirectly associated with or linked to electricity grid failure.

## Section 1: Homeowners/Buildings

### We will cover you for loss of or damage to the insured property as a result of:

- 1 Fire, explosion, lightning, thunderbolt, storm, wind, water, hail or snow, flood, but excluding a rise in the underground water table or loss or damage from pressure caused by the rise in the underground water table, this exclusion is not applicable if the rise in the water is a direct result of the flood resulting from any Insured Event.
- 2 Earthquake, excluding earthquake or earth tremor arising from any mining operations, unless specifically stated on the schedule to be insured.
- 3 Impact damage caused by:
  - aircraft or any object dropped therefrom;
  - a vehicle crashing into the building;
  - falling trees, excluding trees intentionally felled, excluding loss or damage from trees intentionally felled by the Insured or somebody not certified and assigned to do so on their behalf; and
  - breaking or collapse of TV antennas or radio aerials, satellite dishes, masts and lightning conductors.
- 4 Bursting, leaking or overflowing of geysers, pipes, domestic appliances, cisterns, baths or fixed water tanks, fire extinguishing installation/appliance and other apparatus forming part of the buildings. Failures caused by rust, corrosion, gradual deterioration or wear and tear are excluded. Loss or damage to sewerage and/or waste pipes or any resultant damage as a result thereof is excluded under this extension.
- 5 Escape of water or oil from a defective water or oil-fired heating installation forming part of the buildings.
- 6 Theft or any attempted theft accompanied by actual visible forcible and/or violent breaking into or out of the building.
- 7 Subsidence and/or landslide:
  - excluding existing damage already present at the start of the policy;
  - excluding damage as a result of shrinkage, expansion, inadequate compaction, defective design, defective materials, defective workmanship;
  - excluding damage from excavations, alterations or repairs, faulty construction, removal or weakening of supports;
  - excluding damage as a result of mining operations; and
  - excluding damage by contraction or expansion of soil due to its moisture or water content or by compaction of infill.
- 8 Accidental damage to or breakage of glass, mirror glass and fixed sanitaryware, fanlights, skylights, stoves, ovens, greenhouses, conservatories and verandas, fixed wash basins, pedestals, sinks, lavatory pans, splashbacks and cisterns excluding denting, chipping, scratching, discolouration and other disfiguration.
- 9 Accidental damage to public supply or mains connections, for amounts you are legally responsible to pay for accidental damage to the public supply or mains inside the boundary of the insured property for water, sewerage, gas, electricity and telephone connections.

### We will not compensate you for electricity grid failure or any resultant damage related thereto.

- 10 A malicious act or vandalism by a third party not related to the Insured or part of their household, excluding loss or damage:
  - By anyone illegally occupying the insured property or if the insured property has been abandoned.
  - If the insured property has been vacated for a period longer than 31 (thirty one) days.
  - Intentional damage occurring with the knowledge and/or permission of the Insured.
- 11 Any resultant damage caused as a result of preventive measures undertaken by the Insured, third parties or authorities to circumvent further loss or damage occurring from an Insured Event.
- 12 **Power Surge:** We will pay a maximum of R10 000 for damage to your property for any one occurrence as a result of power surge, cover is restricted to one claim per 12 (twelve) month period of insurance (one renewal date to the next) with a flat excess of R1 000. A power surge claim may be caused by Loadshedding as per the definition under your general section of this policy. Power Surge Damage caused by electricity grid failure is excluded.

### 13 Fees

Following loss or damage as a result of an Insured Event, we will pay up to a maximum of 10% of the sum insured to demolish the whole or any part of the building, remove rubble, erect temporary hoardings or structures for building operations, pay architect, quantity surveyor, consulting engineer or local authority fees and/or pay for examination of the plans by municipal and other authorities.

### 14 Geyser and solar system

- We will pay for the replacement of a fitted geyser that bursts or leaks and parts as listed hereunder, should it fall outside the manufacturer's warranty period.
- If replacement thereof is undertaken by a non-approved service provider, we will refund you in line with rates provided by our approved service providers.
- We will also cover loss or damage to safety valves, draincocks, elements, thermostats, gaskets, pressure reducing valves, relief valves, vacuum breakers, dedicated shut-off valves and non-return valves.
- Failures to these parts caused by pets, insects, vermin, animals and as a result of wear and tear are also covered.
- We reserve the right to check and approve all repairs/replacements not carried out by our approved service providers.

We will not cover electrical failure resulting from defective wiring, defective connections to circuit breakers, isolator switches, ripple relays, power saving devices or power supply to the geyser.

We will not cover loss or damage as a result of electricity grid failure or any resultant damage related thereto.

### 15 Buildings under construction or alteration

Loss or damage to the insured property while undergoing construction or alteration, as a result of an insured event, this includes all property that the Insured is responsible for, an amount not exceeding 25% of the sum insured:

- Excluding all Liability that the Insured is directly or indirectly responsible for as a result of the construction or alteration.
- Excluding all forms of Accidental Damage to any property of the Insured as a result of the construction or alteration.
- Excluding theft not accompanied by forcible/violent entry to or from the building.
- Excluding loss or damage to the insured's property not contained in a securely roofed, weatherproof area of the building.

### 16 Loss of rent/rental value

We will pay:

- If the Insured suffers a loss as a result of a legal tenant vacating their property, due to damage as result of an insured event, we will pay for the loss of rental due to the Insured.

- The rent for unfurnished alternative accommodation for you and members of your household, as agreed with the Insurer, if a loss or damage occurs at your primary residence, as a result of an Insured Event.
  - The maximum amount payable is for 12 (twelve) months or 20% of the sum insured, whichever occurs first.
  - We will not cover loss or damage as a result of an electricity grid failure or any resultant damage related thereto.
- 17 We will pay a maximum of R3 000 for guards to protect your property after the occurrence of an Insured Event.  
If we determine that a loss or damage is not covered by this policy, it is your responsibility to provide proof in line with the terms and conditions of this policy for us to reconsider our decision.

**Specific conditions**

- 1 If your property has been assessed and valued by a representative of/or on behalf of the bank, it remains your responsibility to ensure that your building is insured for the correct replacement value. Should the property not be insured for the correct replacement value, you will be responsible for a proportionate share of a claim relative to the understated sum insured. The following costs need to be considered and added to the property sum insured:
  - local authorities' fees;
  - demolition charges, removal of rubble from the risk address;
  - safeguarding of the risk address;
  - costs to put up temporary hoardings or structures; and
  - professional fees, i.e. for architects', quantity surveyors' and consulting engineers' fees.
- 2 The interest of the Mortgagee will be noted on your policy schedule for the amount of your loan with them. If a cash *in lieu* payment is agreed, the outstanding loan amount will be settled with the Mortgagee prior to paying yourself the difference between the claim settlement amount and the outstanding Mortgagee amount.
- 3 If any loss or damage claimed for by you is declined by us, for whatever reason, it will be your responsibility to prove that our decision was incorrect and the claim should be paid in line with the policy wording.
- 4 The Insured's rights on this policy are automatically ceded to the first registered Mortgagee. Should the property not be subject to a mortgage agreement, no rights on this policy may be transferred to any other party, unless agreed with the Insurer.
- 5 If a legal tenant does anything without your knowledge, that could invalidate the policy, cover provided will not be affected. This is subject to you notifying us immediately when you become aware of the change and paying any additional premium due as a result thereof.
- 6 Any resultant damage caused as a result of preventative measures undertaken by the Insured, third parties or authorities to circumvent further loss or damage occurring from an insured event.

**We will not cover you for:**

- 1 Loss of or damage to:
  - Wooden or flexible wire fences (other than electric fences), unless as a result of impact damage.
  - Planted hedges, soil, vinyl or plastic pools, pools above ground level or any accessories for pools.
  - Any structures required to, but are not supported by a foundation as per SANS requirements.
  - All shade, canvas or similar material type netting.
  - Gravel driveways or earthen non-bonded structures.
  - Dam walls, piers, jetties, bridges, culverts and drains.
- 2 Theft, unless accompanied by forcible or violent entry or exit to or from the building.
- 3 Loss or damage for the cost of refilling your swimming pool.
- 4 Loss or damage as a result of defects in design, alterations, repairs or construction that does not meet SANS standards.
- 5 Loss or damage resulting from roots or weeds.
- 6 Loss or damage to any property occupied by a/the purchaser of the property prior to payment being processed or ownership being transferred. This exclusion will not be applicable should the Insured have a signed occupational rent agreement in place with the purchaser of the property.
- 7 Loss or damage which results from:
  - mechanical, electrical or electronic breakdown, failure or defect;
  - gradual deterioration, including rising damp, mildew, fading, rust or wear and tear, servicing, maintenance, cleaning, repairing, restoring, dyeing, bleaching or alteration;
  - the action of light or atmospheric conditions; or
  - confiscation or detention by any process of the law.
- 8 Loss or damage to sewerage and/or waste pipes or any resultant damage as a result thereof is excluded, unless as a result of accidental damage to the public supply.
- 9 Loss or damage as a result of an electricity grid failure or any resultant damage related thereto.

## Section 2: Personal legal liability

- 1 **We will cover the Insured up to a maximum of R5 000 000 any one occurrence if you become legally liable for:**
  - i) Bodily injury or accidental death of any person, occurring on your property.
  - ii) Damage to property belonging to any person.
  - iii) Costs and expenses which may be recoverable from you by a claimant, provided these costs and expenses were incurred before the offer of a settlement was made to the claimant.
  - iv) Costs and expenses incurred by you with our consent.  
Cover under this section excludes any loss or damage suffered by yourself, any member of your family, household or a domestic employee.
- 2 **We will not cover you for:**
  - i) Liability related to your profession or any business activity.
  - ii) Liability related to any contract agreement.
  - iii) Liability related to disease, injury or death, not directly linked to an incident or event that the Insured is liable for.
  - iv) Liability for a property you do not own and have not agreed with us to insure.
  - v) We will not cover loss or damage as a result of an electricity grid failure or any resultant damage related thereto.

## Section 3: Householders (Household contents)

### Conditions

- 1 Cover is restricted for applicable covers under this section to loss or damage occurring in the RSA, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.
- 2 We may replace, repair or pay cash *in lieu* in respect of the insured property or apply any combination of these. Payments or replacements will be based on current replacement value. Any damaged property will become the property of the Insurer once a replacement or payment is concluded.
- 3 If it is a condition of insurance that an alarm system is installed, theft will be excluded, unless an alarm system is installed, linked to an armed response alarm company, maintained in a working condition and activated whenever the Insured is away from the residence on which the building is located.
- 4 Theft or attempted theft from an unoccupied holiday home, cottage, townhouse flat or any other dwelling is excluded, unless accompanied by forcible/violent entry or exit to or from the dwelling.

### We will cover you for loss or damage as a result of:

- 1 Fire, explosion, lightning, thunderbolt, storm, wind, water, hail or snow, flood, but excluding a rise in the underground water table or loss or damage from pressure caused by the rise in the underground water table, this exclusion is not applicable if the rise in the water is a direct result of the flood resulting from any Insured Event.
- 2 Earthquake, excluding earthquake or earth tremor arising from any mining operations, unless specifically stated on the Schedule to be Insured.
- 3 Impact by aircraft and other aerial devices or articles dropped therefrom.
- 4 Impact by any road vehicle, animal, falling tree, including those cut down by a professional tree feller, collapsing of TV or radio aerials, satellite dishes, masts or lightning conductors.
- 5 Excluding loss or damage from trees intentionally felled by the Insured or somebody not certified and assigned to do so on their behalf.
- 6 Bursting, leaking or overflowing of geysers, pipes, domestic appliances, cisterns, baths or fixed water tanks, fire extinguishing installation/appliance and other apparatus forming part of the buildings.
- 7 Escape of water or oil from a defective water or oil-fired heating installation forming part of the buildings.
- 8 Theft or any attempted theft accompanied by actual visible forcible and/or violent breaking into or out of the building.
- 9 Theft or any attempted theft not accompanied by actual visible forcible and/or violent breaking into or out of the building is covered up to a maximum of 5% of the sum insured.
- 10 Theft of laundry, garden furniture and swimming pool equipment from the grounds of the Insured, up to a maximum of R5 000.
- 11 Damage as a result of relocating of the insured's property, being moved by professional movers, up to a maximum of R5 000.
- 12 Damage of the insured's property while in transit to or from a storage unit, safety deposit box or any other similar place, up to a maximum of R5 000.
- 13 Loss or damage to jewellery, furs, rugs, carpets, works of art, precious metals and stones is restricted to a maximum of 33% of the household contents sum insured, unless specifically Insured under the All risks section.
- 14 We will cover Power Surge. We will pay a maximum of R10 000 for damage to your household contents for any one occurrence as a result of Power Surge, cover is restricted to one claim per 12 (twelve) month period of insurance (one renewal date to the next) with a flat excess of R1 000. A Power Surge claim may be caused by Loadshedding as per the definition under your general section of this policy.
- 15 **Subsidence and/or landslip:**
  - excluding existing damage already present at the start of the policy;
  - excluding damage as a result of shrinkage, expansion, inadequate compaction, defective design, defective materials, defective workmanship;
  - excluding damage from excavations, alterations or repairs, faulty construction, removal or weakening of supports;
  - excluding damage as a result of mining operations; and
  - excluding damage by contraction or expansion of soil due to its moisture or water content or by compaction of infill.
- 16 **ATM assault**

Medical costs for injuries sustained, up to a maximum of 1% of the sum insured, as a result of assault at an ATM machine if treated by a licensed medical practitioner.
- 17 **Illegal card use of fraud**

Your credit or debit card being used without your knowledge or permission, up to a maximum of R2 000, subject to us being able to take necessary legal action against the person responsible for the loss.
- 18 **Documents**

Documents needing to be reinstated or obtaining duplicates of any personal documents damaged as a result of an Insured Event, up to a maximum of R1 000, excluding the value of the contents of such documents, share certificates and/or other negotiable documents.
- 19 **Domestic helper's property**

A domestic helper's property being lost or damaged, up to a maximum of 2% of the sum insured as a result of an Insured Event, if they are permanent employees of the Insured.
- 20 **Fire brigade costs**

We will compensate you for reasonable costs incurred (up to a maximum of R100 000) resulting from authorities attempting to extinguish a fire to prevent or reduce further loss or damage to your property.
- 21 **Guests' property**

Guests' property residing with you, being damaged as a result of an Insured Event, up to a maximum of 2% of the sum insured. This excludes cover for guests who pay a fee to reside at your residence.
- 22 **Transit of Insured's property**

Your household goods or groceries being damaged in transit as a result of a motor vehicle accident, up to a maximum of 3% of the sum insured. Cover extends to include loss or damage of household goods or groceries by theft, following forcible/violent entry to a locked boot.
- 23 **Hole-in-one (golf) and full total (bowls)**

You scoring a hole-in-one in golf, in terms of the official rules at any golf club affiliated to a provincial golf union or if you achieve a full house in bowls in an official singles competition, provided written confirmation is received from the secretary/captain of the golf or bowls club. The maximum limit payable is R1 000.

**24 Household locks and keys**

Costs incurred as a result of keys, locks, remote controls and electric keys for your private residence being lost or damaged. We will pay a maximum of R2 000 per claim.

**25 Loss of money**

Loss of money and/or negotiable instruments, up to a maximum of R500 stolen from a locked safe on the Insured's property, accompanied by forcible/violent entry/exit to or from the safe.

**26 Rent**

In the event of the dwelling being uninhabitable as a result of an Insured Event. We will pay up to a maximum of 20% of the sum insured for rent you are legally liable to pay and/or any additional costs for alternative accommodation for you, your family and domestic employee that resides with you. We will not cover loss or damage for electricity grid failure.

**27 Refrigerated contents**

Accidental Failure or breakdown to your refrigerator or freezer, resulting in a deterioration of foodstuffs contained therein. Foodstuff is covered up to a maximum of 2% of the sum insured. We will not cover loss or damage for electricity grid failure.

**28 Security guards**

Appointing security guards for up to a maximum of 5 (five) days or a maximum of R3 000, whichever is reached first, to protect the Insured's contents after damage has occurred as a result of an Insured Event under this section, at the Insured's property.

**29 Storage costs**

Storage costs incurred, up to a maximum of R10 000 to safely store contents following an occurrence as a result of an Insured Event under this section, at the Insured's property.

**30 Veterinary fees**

Veterinary fees if your pet is involved in a road related incident/accident and sustained an injury needing to be treated by a Vet, the maximum amount payable is 1% of the sum insured.

**31 Legal liability occurring at a property the Insured resides at**

We will cover the Insured up to a maximum of R5 000 000 any one occurrence, if you become legally liable for:

- Bodily injury or accidental death of any person occurring on your property.
- Damage to property belonging to any person.
- Costs and expenses which may be recoverable from you by a claimant, provided these costs and expenses were incurred before the offer of a settlement was made to the claimant.
- Costs and expenses incurred by you with our consent.
- Cover under this section excludes any loss or damage suffered by yourself, any member of your family, household or property or domestic employee.

**32 We will not cover you for:**

- Liability related to your profession or any business activity.
- Liability related to any contract agreement.
- Liability related to disease, injury or death, not directly linked to an incident or event that the Insured is liable for.
- Liability for a property you do not own and have not agreed with us to insure.

**Optional cover if stated to be included in your schedule**

**1 Business contents**

We will cover up to a maximum of the household contents sum insured, for loss or damage to business contents or stock belonging to the Insured. In the event of a claim for theft, the theft must be accompanied by forcible/violent entry or exit to or from the insured property. Cover for stock items will be restricted and reimbursed at cost price at the time of a claim. Cover for Items more specifically Insured under another section or policy will be excluded.

**2 Accidental damage**

We will cover accidental damage to household contents, up to a maximum of R3 000 per item, a maximum of R5 000 per set and a maximum of R25 000 for any claim or occurrence.

**3 Loss or damage to or resulting from the following are excluded:**

- Wear and tear, gradual operating cause, depreciation, result of atmospheric conditions, electrical or mechanical breakdown, rust, mildew, moths, vermin or insects.
- Dyeing, cleaning, renovating to all household contents. Denting, scratching or chipping of domestic appliances and furniture. Scratching, bruising, breakage of strings or reeds and splitting of skins of any musical equipment.
- Firearms, videos/DVDs or audio tapes/CDs/records, china, glass, porcelain, pots, pans, any other cutlery and/or crockery. Any clothes, shoes, jewellery, including watches, clocks, cufflinks and other wearing apparel.
- All items that could be insured under a specified or unspecified All risks section.

**Specific exclusions**

- 1 Theft or attempted theft from an unoccupied holiday dwelling is excluded, unless accompanied by forcible/violent entry or exit to or from the dwelling.
- 2 Theft cover is excluded while the dwelling is occupied by someone other than a member of the Insured's family or while let and sub-let, unless there is evidence of forcible/violent entry/exit to or from the dwelling.
- 3 Loss or damage for electricity grid failure.

## Section 4: All risks

### We will cover you for:

- 1 Unspecified and/or specified property insured that is accidentally lost or damaged. We can choose to replace, repair or pay cash *in lieu* for the lost or damaged property. The amount payable will be the current replacement cost, but limited to the sum insured stated in the schedule:
  - Unspecified items are those that are not individually specified on your policy schedule and form part of a sum insured covering various different unlisted items.
  - Specified items are individual items that are listed separately on your policy schedule, with a sum insured that is only applicable to that item.
  - The limit for unspecified is R7 500 per event and R3 500 per item.

### Specified items

- 1 Firearms/Guns, cellphones, laptops, tablet devices, watches, bicycles/pedal cycles, collectables such as but not restricted to coins, stamps, memorabilia need to be specifically Insured and cannot form part of the unspecified items.
- 2 All other items with a value/sum insured greater than R 5 000 must also form part of the specified/specifically listed items under your All risks section.
- 3 A watch or any item of jewellery can be insured up to a maximum limit of R10 000, unless a valuation certificate is received by the Insurer prior to them being added to the policy.
- 4 All jewellery, carpets, watches, furs, paintings and other items that are individually insured for more than R5 000 must have a current evaluation certificate; these items must be revaluated every 2 (two) years. A detailed description of these items is required on the policy schedule.
- 5 All jewellery, coins, stamp collections and other valuable items over R10 000 must be stored in a SABS approved safe, mounted to a structural wall or floor within the Insured's premises, while the item is at the Insured's premises and not in use.
- 6 **Vehicle remote jamming**

Should you suffer a loss to items/property insured under this section of your policy, that have been removed from the boot/hatch of your vehicle or the concealed space between your seat and loading bay of your light delivery vehicle ("LDV"), due to access/entry being gained as a result of a remote jamming incident and you are unable to show any signs of forcible and/or violent entry or exit to or from your vehicle as per Specific Exclusion 2 hereunder, we will cover you up to the item sum insured limit or the replacement value thereof, whichever is the lesser, the maximum amount payable per claim will be R 15 000. Cover is restricted to one claim within a 12 (twelve) month period. We will not cover another claim, unless 12 (twelve) months has passed since your last claim for a remote jamming related incident.

### Specific exclusions

#### We will not cover:

- 1 More than R3 500 per item or set of the unspecified all risks sum insured for any one item.
- 2 Items insured that are stolen from a vehicle unless they are concealed in a locked boot compartment of the vehicle and there are visible signs of forcible/violent entry or exit to or from the vehicle.
- 3 Loss or damage as a result of wear and tear, depreciation, inherent vice or gradual deterioration.
- 4 Electrical and/or mechanical breakdown not resulting from an accident.
- 5 Loss or damage caused by pets, vermin, moths, insects, mildew or any other gradual occurring cause.
- 6 Loss or damage caused due to the process of cleaning, dyeing, renovating, repairing or restoring.
- 7 Loss or damage as a result of legal confiscation or detention.
- 8 Loss of bicycles or pedal cycles not securely locked to an immovable object or stored in a secure building.
- 9 Loss or damage to photographic equipment, telescopes, binoculars and optical equipment, while being used for business or professional use.
- 10 Loss or damage to documents, money or any vouchers.
- 11 Theft of contents from an unattended trailer, caravan or side tent, unless forcible/violent entry or exit can be proved.
- 12 Damage to any sports equipment or apparel while in use for the purpose which they are intended.
- 13 Any additional costs for preparing your claim for:
  - car sound equipment, cellphones, prescribed spectacles or contact lenses, unless specified on the policy schedule;
  - money, documents and airtime vouchers, unless specified on the policy schedule;
  - contents of motor vehicles, trailers, caravans, aircraft and boats; and
  - the special value that an article may have as part of a set.
- 14 Loss or damage Insured by another agreement.
- 15 Loss or damage covered for items, goods or the like, that have a factory guarantee ("**warranty**"), service contract, lease or hire-purchase, financing or any similar agreement in place at the time of the incident.
- 16 Loss of or damage to any watch or article of jewellery in excess of R10 000, unless a professional valuation dated prior to the loss or damage is submitted and this is noted in the policy.



## Section 5: Motor vehicles

### We will cover you for:

Comprehensive vehicle insurance, i.e. accidental loss of or damage to your vehicle listed in the schedule, its accessories and spare parts while on that vehicle, damage and/or injury to a third party and/or their property that you are held legally liable for. All mechanical and/or electrical breakdown cover is excluded, unless as a result of an accident.

The limit of indemnity per vehicle will be the retail value, its accessories and spare parts, subject to the Insurer receiving proof of any non-standard accessories fitted to the vehicle but limited to the sum insured stated in the schedule. The Insurer has the option to repair, pay cash *in lieu* or replace your vehicle or any part thereof. If a vehicle is financed and a total loss occurs, the first payment will be made to the financial institution noted in the schedule. The Insured will receive the balance of the settlement amount. The Insured will be responsible for the first amount payable stated in the schedule in respect of each and every occurrence.

### The description of vehicle is as follows:

**Vehicle** will mean:

- 1 private motor cars, including station wagons, designed to seat not more than 10 people, including the driver; and
- 2 light delivery vehicles, minibuses and panel vans not exceeding 3 500kg gross vehicle mass.

### Conditions

- 1 Vehicle insurance inspection and installation of vehicle telematics device:

You need to have an Activate telematics device installed within 14 (fourteen) days from the vehicle cover start date with AIC. You may have the installation completed by visiting any approved fitment centre. The approved fitment centre must also complete your insurance inspection and issue you with an inspection certificate. If there is no approved fitment centre in your area or region, you have the following options:

- Use an approved fitment centre in your neighbouring area or region.
- Make enquiries about a mobile approved fitment unit installing in your area or region. The call out fee will be for your own account.

Failure to install the device within 14 (fourteen) days of your cover incepting, will result in forfeiture of your Activate Rewards Benefit and stolen vehicle recovery benefits. We retain the right to adjust your premium should the telematics device not be installed within the stipulated 14 (fourteen) day period.

The telematics device installed in your vehicle and all records in possession of Activate relating to or leading up to any incident or accident, resulting in a claim being submitted, will not be referred to or considered as information or evidence when assessing the merits of any settlement related to such claim being submitted by you.

- 2 We may decide to adjust your premium at any time. We will give you at least 31 (thirty one) days' notice before the effective date of the revised premium.

- 3 **Accident tow**

We will organise the towing of the Insured vehicle from the scene of a motor accident in which it has been involved, to an AIC approved panelbeater or storage facility. You can use your app to request emergency towing assistance or refer to your Activate Assist brochure for the emergency telephone number. These services are available 24 hours a day, 7 (seven) days a week. Any additional charges incurred due to you not using our preferred suppliers, will be payable by yourself.

- 4 **Car Hire (optional cover, if chosen and stated to be included in your schedule)**

If your vehicle has been stolen, hijacked or damaged and is unusable/non-operational or in the process of being repaired and the accident/theft/hijack happened within the RSA, subject to the claim being valid and accepted under this section of your policy, we will arrange a hired car for you from a supplier of our choice:

- The car will only be hired after we have received full information about the loss or damage and the vehicle has been delivered to an Absa approved or alternative location as agreed with yourself.
- A category B (small car with a manual shift gearbox) will be arranged for you for a maximum of 30 (thirty) days.

or

If you are unable to drive a manual shift gearbox, a car with an automatic shift gearbox will be arranged for you for a maximum of 20 (twenty) days. Should you extend the car hire period beyond the 20/30 (twenty/thirty) days as above for any reason(s) such as unavailability of parts, delays from the repairer or any other reason, the cost to extend the period of car hire will be borne/paid by yourself.

- Upon collection of your hired vehicle, you will be required to pay a security deposit to the hiring company.
- All terms and conditions of the car hire company will be applicable to you for the total period you are in possession of the hired vehicle.
- Should any of the following occur prior to the maximum 20/30 (twenty/thirty) day period as stated above and you are advised thereof, you will be required to return the hired car on the date of being notified of:
  - the completion of the repair;
  - the payment been processed and released by AIC Company as final settlement for your stolen, hijacked or damaged vehicle. We cannot be held responsible for any delays from the date and time of release of the payment until it reflects in your account; or
  - our replacement of your vehicle with a similar one or another one as agreed with yourself.

If, at any stage of the claim being processed, the claim is rejected/deemed to be invalid, you will become liable for all car hire costs from the date of the initial hiring thereof up to and including the date the vehicle is returned and these costs must be paid to the car hire rental company by yourself.

### Benefits

- a) Unlimited kilometres.
- b) Airport surcharge.
- c) Tourism levy.
- d) Delivery and collection within a 25km road access route from the vehicle hire company.
- e) Two declared drivers.

### Exclusions

- a) The additional cost for more than two drivers of the hired car, if required.
- b) Any additional drop-off or collection fees.
- c) Fuel deposit.

- d) Any traffic fines, e-toll, gantry toll or any other punitive costs while the vehicle is being used by you. This exclusion includes all administrative fees related to any of these.
  - e) Any first amount payable or excess for car hire mentioned in your policy schedule or policy wording.
- 5 If loss or damage to your Insured vehicle occurs outside the borders of the RSA and within the territorial limits covered in terms of this policy, you may hire a vehicle and settle the car hire company in that country. We will reimburse you for the vehicle hire days in accordance with the amount we would pay our agreed vehicle hire companies in the RSA. The reimbursement will align to the category B cover above.
- 6 We must be notified within 14 (fourteen) days if your licence or anyone else's licence that may drive an Insured vehicle listed on this policy is endorsed, suspended or cancelled.
- 7 Your vehicle is Insured under one of the following usage groups:

Category	Purposes
1 Private use – social and domestic use.	1 This includes travelling to and from permanent place of employment, but specifically excludes business use.
2 Professional purposes, such as an auditor consulting at a client's premises or similar type of travel.	2 Social, domestic and business travel up to 24 000km per annum.
3 Business travel, as in a salesperson or similar job where you are consistently visiting clients.	3 Social, domestic and unlimited business travel.

8 **Financial credit agreement**

If a total loss of the vehicle occurs, a full and final settlement amount will be paid to the registered owner of the vehicle. Should this payment be made to a financial institution in settlement of an outstanding loan agreement, it is their responsibility to settle the Insured all amounts due to them after the outstanding loan amount has been finalised.

9 **Duty to prevent loss**

You must take all reasonable precautions to prevent loss, damage or accidents and must maintain the vehicle in an efficient and roadworthy condition in compliance with the Road Traffic Act, No 29 of 1989 (as amended or substituted) and other regulations.

10 **Regular driver**

The Insured must notify us if the regular driver of the motor vehicle Insured changes at any time, as this could affect the settlement of a claim if we are not notified thereof.

11 **Security devices**

- If any security protections are installed, changed, taken out or stop working in your vehicle, we need to be notified immediately thereof. This can improve or adversely affect the risk and would need to be considered when underwriting the vehicle.
- If your Activate tracking device is damaged during an attempted theft or hijack and the vehicle is recovered, we will repair/replace the tracking device on the vehicle at no additional cost to the Insured.

12 **Unavailability of parts**

If a part for repair of your vehicle is unavailable in the RSA, we will pay for the import costs of that part, subject to the total cost of repair not exceeding 70% of the value of the vehicle.

13 **Alternate parts**

We may use new or alternate parts aligned to the age and/or condition of your vehicle to repair your vehicle.

14 **Vehicle modification**

You must notify us of any modifications or alterations to your vehicle that may enhance the vehicle performance. We reserve the right to amend your policy with immediate effect, taking the modifications and/or alterations into consideration. This may result in us removing the vehicle from your policy.

15 **Liability to third parties**

We will cover you for claims that you become legally liable to pay to a third party, as a result of an accident in which your insured vehicle is directly responsible for. The maximum amount payable is the Third Party Limit provided for in your schedule less any excess that might be applicable.

- Cover is included for third party property held in trust by you, in your custody and control, third party property being loaded and unloaded from the insured vehicle, any third party vehicle, trailer or caravan towed by the Insured.
- Cover is included for loss or damage caused by an individual that you have authorised to drive your vehicle subject to:
  - i) them not having third party cover in place under another policy;
  - ii) them being subject to the terms, conditions and exceptions under this policy; and
  - iii) them not being refused insurance cover, having their policy endorsed under any other policy, having any infringements against them or having their licence endorsed for any reason.
- Cover is excluded for death or bodily injury to any member of your immediate family, your domestic employee, any person who resides with you, any person conveyed in a caravan, trailer or open vehicle, any person while getting into or out of a vehicle, any employee of the Insured while in the course of their employment and loss of or damage to property belonging to you.
- Cover excludes loss or damage caused by vehicles not owned by you and/or not purchased by you under a credit or similar agreement.
- We may arrange representation at any inquest or enquiry in respect of any occurrence covered under this extension. We may defend any criminal or other legal proceedings in a court of law relating to cover provided for under this extension. The maximum limit for all other incidences under this extension will be limited to R3 000 000, unless otherwise stated in the policy schedule.

16 **Credit shortfall**

If your vehicle suffers a total loss as a result of an accident or if it is stolen or hijacked and not recovered and subject to us accepting the loss or damage, we will pay the retail value of the vehicle at the time of the loss, plus any additional amount still owing to the finance institution, less any excesses applicable by you at the time of the incident.

You need to provide us with the settlement invoice from the Financial Institution within 31 (thirty one) days of the incident occurring, where after full and final settlement will be made to the financial institution.

Cover will exclude early settlement penalties, any additional finance charges, any arrear payments and interest as a result thereof or any legal costs payable to the finance institution.

**17 Medical expenses**

If any occupant of the insured vehicle suffers bodily injury as a direct result of an Insured Event above, we will compensate you for the medical expenses in connection with the injury. If the vehicle is a light delivery vehicle, we will only compensate you for the medical expenses of a person inside the driver's cabin. Compensation is limited to R1 000 for each occupant injured, for any one claim.

**18 Keys and locks**

We will compensate you for the costs reasonably and necessarily incurred as a direct result of any keys, locks, remote alarm controls and electric keys being lost or damaged; and

- if necessary, for the reprogramming of any coded alarm system of any key or alarm controller of the insured vehicle; or
- if you have reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller.

Cover is limited to R10 000 per event.

**19 New for old vehicle replacement**

If your vehicle is stolen or has an accident and suffers a total loss, if it is less than 12 (twelve) months old from the date of first registration and has less than 30 000km, we will replace it with a new vehicle of the same or similar make and model. If the same or similar vehicle is not available, we will settle you the price of the new vehicle, subject to it not exceeding 120% of the current sum insured in the schedule. This is subject to the first amount payable by yourself.

**Exclusions**

**We will not cover you for:**

- 1 Loss, damage, injury or liability if:
  - Your vehicle is used other than as described in the description of use in your schedule.
  - If you or any person driving your vehicle is under the influence of any liquor, alcohol, drugs or any other form of debilitating substance. This exclusion does not apply if the drugs are prescribed by a registered medical practitioner not related to yourself or the driver of the vehicle in any way.
  - If you or any other driver of the vehicle does not have a valid driver's licence or if you or their driver's licence has been endorsed or suspended.
  - The vehicle being driven is not in a roadworthy condition as per the Road Traffic Ordinance of South Africa, this would apply for all approved territories in which the vehicle is driven.
  - You or anybody else partaking in any form of racing whether of a legal or illegal nature or any form of off-road activity, unless agreed with the Insurer and such activity is stated in your schedule.
- 2 Consequential loss related to any occurrence or Insured Event.
- 3 Wear and tear, electrical and/or mechanical breakdown, failures or breakages.
- 4 Depreciation in value, from whatever cause.
- 5 Damage to tyres from punctures, cuts or bursts or from the application of brakes.
- 6 Damage to springs due to inequalities in the road surface or impact with those inequalities.
- 7 Damage to your engine and/or your tyres, unless accompanied by accidental damage to another part of the vehicle.
- 8 Loss or damage to your vehicle incurred North of the Equator, unless in transit by boat between ports of countries covered in the territorial limit's extension.
- 9 Legal liability where there is cover in place under any other insurance policy, legislation or motor vehicle insurance act.

## Section 6: Personal accident

### You are covered for:

Bodily injury caused by accidental, violent, external and visible means to you and any member of your family whose name appears in the policy schedule, the injury, which should be independent of any other cause and the sole cause of one of the occurrences below:

- 1 Death is if the individual is declared deceased by a qualified medical practitioner.
- 2 Permanent Disablement is total and absolute incapacity, with the individual remaining this way for the remainder of their life. The benefits applicable to this benefit are as per the table below.
- 3 Temporary Total Disablement is the total and absolute incapacity disabling you from taking part in normal activities for a period of time.
- 4 Temporary Partial Disablement is partial incapacity restricting you from performing some normal activities for a period of time.

### Scale of Permanent Disablement Benefits

Description	Percentage of benefit
Total and permanent disablement from following any employment or occupation	100%
Total and permanent loss of both hands or feet or one hand and one foot	100%
Total and permanent loss of all sight in both eyes	100%
Total and permanent loss of hearing or speech	100%
Total and permanent loss of arm from shoulder	75%
Total and permanent loss of thigh	75%
Total and permanent loss of forearm	65%
Total and permanent loss of leg at or below knee	65%
Total and permanent loss of all sight in one eye	50%
Total and permanent loss of hearing in one ear	50%
Total and permanent loss of one hand	50%
Total and permanent loss of one foot	50%
Total and permanent loss of thumb (both phalanges)	25%
Total and permanent loss of thumb (one phalanx)	10%
Total and permanent loss of index finger (three phalanges)	10%
Total and permanent loss of index finger (two phalanges)	8%
Total and permanent loss of finger, other than thumb or index finger	5%
Total and permanent loss of great toe	5%
Total and permanent loss of index finger (one phalanx)	4%
Total and permanent loss of any other toe	1%

### Conditions

- 1 If you have already received partial compensation under one of the insured benefits and your injury improves or deteriorates, resulting in your injury being reclassified under a different benefit for the same incident, all amounts already paid to you will be deducted from the amount payable for the benefit you now fall under.
- 2 Death or permanent and total loss or disablement would need to occur within 12 (twelve) months of the incident date for the claim to be valid under this section.
- 3 Temporary total disablement or temporary partial disablement would need to occur within 104 (one hundred and four) weeks of the incident date for the claim to be valid under this section.
- 4 Cover is available up to a maximum of 70 years of age, unless specifically agreed and stated in the schedule.
- 5 We may pay a claim for the disappearance of a person that is presumed dead as a result of a fatal accident, subject to a court of law ruling that the person can be presumed dead.
- 6 You must advise us immediately should you or anyone insured under this section change their profession for one of a more hazardous nature or engage in any additional sporting and/or other activity not already declared to us.
- 7 All claims need to be reaffirmed by a qualified medical practitioner and regular consultations and feedback need to be reported to us until the claim has been fully and finally settled by us.
- 8 All necessary requirements need to be met and documentation received by us to finalise and settle a claim under the death benefit applicable.
- 9 A payment can only be paid to a nominated person under the death benefit as a result of death of the Insured person.

### You or any person Insured will not be covered:

- 1 As a result of suicide or any attempt of self-injury.
- 2 If you are a member of crew of any airline and thereby engaged in any work or activity on or in the aircraft or undertaking any trade or technical operation in or on an aircraft.
- 3 If you are engaged in any professional sporting activities, if you engage in game hunting, if you engage in mountaineering that necessitates the use of ropes or guides, if you engage in any form of motorcycling, racing of any kind other than on foot or yachts on coastal or inland waters.
- 4 For any incident as a result of or relating to childbirth or pregnancy.
- 5 For an incident occurring as a result of war, invasion, an act of or from foreign enemy, hostility of any kind, civil war, rebellion, insurrection, military or usurped power.

## Section 7: Disclaimer clause

- 1 AIC, through the use of its digital platform or requirements imposed thereon or thereby, cannot be held liable:
  - for any damages incurred to any device, software or any other associated product used to transact on this digital platform;
  - for any down time of the system and/or transactional difficulties that might occur and/or resultant damages/losses as a result thereof suffered by the user; or
  - for technical or any other failures to any device installed as required by AIC to any vehicle or any other item of any description or any resultant damage that this device or installation may cause.