



# Nedgroup Insurance Company Limited

## Homeowner's policy

### Introduction

Your policy consists of this policy wording and an attached Policy Schedule. The policy wording contains the terms and conditions of your policy. The Policy Schedule contains details of your insurance cover, your name and address, the sums insured, the premium paid or payable, as well as other particulars. The policy wording and the Policy Schedule should be read together. If they differ, the most recent schedule takes precedence.

Nedgroup Insurance Company Limited has arranged cover on your behalf for riot, strike and public disorder with Sasria SOC Limited. The full wording of Sasria cover forms part of your policy pack.

### The insurance

In exchange for the premium Nedgroup Insurance Company Limited Reg No 1993/001021/06 (the 'company') agrees to insure you for the insured events defined in the applicable section, subject to the terms and conditions of your policy.

### Interpretation

Gender: Use of the masculine gender includes the other genders.

### Claim contact details

In the event of a claim call **0860 333 111**.

This line is staffed 24 hours a day, all year round. Please inform us of your claim incident so that we can appoint a qualified service provider from our approved panel to assist you with your claim as soon as possible.

**Note:** You may prejudice your claim if you do not use this 24-hour claims number.

Alternatively, download and use the Nedbank app to log your claim.

For policy amendments or advice call us on **0860 333 111**.

### Emergency repairs

If, as a result of an insured event, immediate repairs need to be carried out before the company can authorise such repairs, you may authorise the repairs up to the amount stated in the schedule per event and such repairs will be subject to policy conditions, including but not limited to payment of the applicable First Amount Payable/Excess.

Your policy has the following sections:

1	<b>General</b>	Definitions
2	<b>General conditions</b>	Applicable to the whole policy
3	<b>Insured events</b>	Loss or damage
4	<b>Exclusions</b>	Applicable to insured events
5	<b>Handy hints</b>	For a well-looked-after home



## Section 1 – Definitions

**'Averaging'** is a principle that is applied when you are underinsured, which means that the insurance on your property is less than the Replacement Value of that property. For example, if your property is worth R100 000 but you have insured the property for only R75 000, the company will pay up to 75% of the total value of the claim. If your property is insured for its full Replacement Value, the insurer will pay 100% of your claim.

**'Defective Workmanship'** means any work undertaken that does not meet or conform to set specifications or expected industry practice or norms.

An **'Electric Geyser'** consists of the geyser unit, its associated pipes, control valves, stop cock, drain cock, safety valves, vacuum breakers, elements, thermostats, drip trays, feeder tank valves, isolator switches and non-return valves.

**'First Amount Payable/Excess'** means the amount that you must pay in respect of each claim you make.

A **'Heat Pump'** is a machine or device that diverts heat from one location (the 'source') at a lower temperature to another location (the 'sink' or 'heat sink') at a higher temperature using mechanical means or a high-temperature heat source.

**'Insured Property'** means all immovable structures, including buildings, permanent fixtures and fittings, permanent improvements, tennis and squash courts, swimming pools and koi ponds (including machinery and filters), saunas, spa baths, domestic water tanks, borehole pumping machinery, solar-heating panels, Heat Pumps, geysers, fixed generators, fixed antennae and satellite dishes, masts, lightning conductors, tarred roads and paved walkways within your boundary walls, boundary and other walls, gates, gate motors, posts and fences (**NOT hedges**), which together constitute the residence at the risk address, including water, sewerage, gas, electricity and telecommunication connections, for which you are legally responsible, between the buildings and the public supply or mains, **excluding the following:**

- walls, driveways or structures made from gravel and/or natural or compressed earth;
- retaining walls, unless constructed according to approved structural engineer's specifications or sound building practices prevailing at the time of construction;
- dam walls;
- piers, jetties, bridges and culverts;
- wendy houses not fixed to a screed concrete floor or foundation;
- pools constructed above ground level or vinyl/plastic pools; and
- automatic cleaners, equipment and safety nets or covers for pools.

**'Landslip'** means the downward and/or sideways movement of soil, detritus or rock.

**'Limit of Indemnity'** means the maximum amount the company will contribute towards an accepted claim in terms of your policy, subject to the limits/sums insured stated in the Policy Schedule.

**'Mortgagee'** means Nedbank Limited (Reg No 1951/000009/06) and associated or subsidiary companies, unless otherwise stated in the Policy Schedule. The interest of the Mortgagee has priority over your own interest, but is limited to the outstanding balance of your bond account.

**'Period of Insurance'** means the period of cover as specified in the Policy Schedule and for which the company receives premiums.



**'Policy Schedule'** means the pages that contain your insurance cover details, your name and address, the limits/amounts insured, the premium payable, as well as other particulars.

**'Replacement Value'** means the value of the property based on the cost, on the date of the claim, to:

- rebuild the property so that it is the same as before the insured event; or
- replace the property with a similar property.

**'Salvage Material'** means the portion of the damaged item or property that is left or recovered after an insured event that we become the owner of. We may use the Salvage to recover some of the money paid in relation to the claim.

**'SANS'** means South African National Standards.

**'Settlement'** means the downward movement of the ground as a result of the soil being compressed by the weight of the building.

A **'Solar Geyser'** consists of the geyser unit, its associated pipes, valves and the collector.

**'Subsidence'** means the downward movement of the ground beneath the building for reasons other than Settlement.

**'Sum Insured'** means the insured value of the property, as described in the Policy Schedule, and which is subject to Averaging.



## Section 2 – General conditions

### 1 Compliance

The company will have no liability if any person or entity claiming any benefit under your policy does not comply with the conditions of the policy or meet the requirements of prevailing legislation.

(Breaching the policy's terms or conditions or prevailing legislation will disqualify you from claiming and may result in the company claiming damages from you).

### 2 Fraud

If you or any party claiming any benefit under your policy uses any fraudulent means in connection with any claim, including deliberate inflation of claims, the company may reject any such claim, at its discretion declare your policy void, and recover any payments made in settlement of the fraudulent claim.

### 3 Claims

3.1 If anything happens that may result in a claim, you must:

- 3.1.1 do everything reasonably possible to minimise the loss or damage;
  - 3.1.2 notify the company as soon as reasonably possible, but not later than 60 days after the event comes to your knowledge, by contacting our Claims Department.
  - 3.1.3 advise the company of any other policy covering the same event;
  - 3.1.4 provide the company with any proof, documents, statements or information that it may require and give through any communication received from other parties;
  - 3.1.5 report theft and malicious or wilful acts to the police within 48 hours;
  - 3.1.6 never admit that you were at fault or offer to pay for damages relating to an event without the company's permission; and
  - 3.1.7 advise the company as soon as you become aware of any possible prosecution or inquest.
- 3.2 The company may take over the defence or settlement of any claim against you and arrange representation at any inquiry or defence of any criminal proceedings. You must give your full cooperation and assistance to the company. If you don't, your claim may be rejected.
- 3.3 The company may, at any time after a claim has been made, at its sole discretion:
- 3.3.1 require you to pay to it the amount shown in the Policy Schedule under the heading 'First Amount Payable/Excess';
  - 3.3.2 deduct the First Amount Payable/Excess from any payment to you; or
  - 3.3.3 require you to pay the First Amount Payable/Excess to any repairer or supplier appointed by the company before commencement of any work.

(It is important for you to cooperate fully with the company with regard to any claim under your policy.)



#### **4 Claims settlement provisions**

If a claim occurs under your policy, the following provisions will apply:

##### **4.1 Method**

The company will firstly endeavour to repair all damage. The company may, however, in its sole discretion choose to pay for damage (cash-in-lieu) or have the Insured Property repaired or replaced by a service provider of its choice.

##### **4.2 First Amount Payable/Excess**

You will be responsible for paying the applicable First Amount Payable/Excesses to the repairer or supplier before the commencement of any repairs when requested to do so by any repairer or supplier appointed by the company.

If you need to pay two separate first amounts payable/excesses, you must pay the applicable First Amount Payable/Excesses to the relevant repairer or supplier before repairs start.

##### **4.3 Salvage Material**

Where Salvage Material is missing and you cannot account for it, the company will be entitled to deduct an amount equivalent to the value of such missing Salvage Material from the settlement amount.

##### **4.4 Own service provider, repairer or supplier**

The company retains the right to require that a service provider, repairer or supplier of its choice repairs or replaces the Insured Property. If you request a service provider, repairer or supplier of your own choice to do it, the company will not be responsible for paying any amount in excess of the amount quoted by the company's service provider, repairer or supplier.

#### **5 Unavailable or unobtainable fixtures, fittings or any other materials**

If any component or matching material that is needed to repair damage is unobtainable in the Republic of South Africa as a standard, manufactured and readily available component, the company will:

- 5.1 pay only for the actual replacement cost of the material or component that is damaged and not for the replacement cost to match all the material or components. For example, if only a part of a fitted carpet, a laminated floor, wall or floor tiles is damaged, we will pay only for the replacement cost of the actual damaged carpet, laminated floor, wall or floor tiles and not for the replacement of all the fitted carpets, laminated floors, wall or floor tiles; or
- 5.2 waive the requirement of the payment of the applicable First Amount Payable/Excess.

#### **6 Precautions**

You must take reasonable precautions to limit damage and prevent events that could give rise to a claim. You must also maintain your property.

Please refer to the handy hints at the back of the policy wording in this regard.

These guidelines will be used in assessing whether your property is properly maintained and whether the damage being claimed for is as a result of an insured event or poor maintenance.

If the damage is determined to be as a result of poor maintenance, the claim may be rejected.

Where your property is legally let to tenants, it is your responsibility to ensure that they do not



cause damage to your property and that your property is adequately maintained.

## **7 Disclosure of material changes to Insured Property**

- 7.1 You must inform the company of all facts that are material to the acceptance of the insurance or that may influence the premium such as:
- 7.1.1 building a thatched lapa on your property;
  - 7.1.2 doing extensive alterations to the buildings;
  - 7.1.3 allowing multiple tenants at the same time; and
  - 7.1.4 using your building(s) for commercial or business purposes.
- 7.2 If you sell the Insured Property during the term of your policy and fail to inform the company, we may declare your policy void.

Any changes must be reported to the company as soon as reasonably possible. If something happens after a change but before you advise us, your claim might be rejected.

(Also refer to clause 23: Use of your property.)

## **8 Jurisdiction**

Your policy is subject to the laws of the Republic of South Africa and the jurisdiction of its courts.

## **9 Other policies/Dual insurance**

If there is more than one policy covering the same claim, the company will be liable only for its proportionate share. Since the company is liable for a proportionate share of claims occurring during the period of dual insurance, it will refund you a proportionate share of premiums paid from the date of dual insurance if no claims have been paid. It is your duty immediately to inform the company if there is more than one policy covering your property.

## **10 Automatic increase in Sum Insured**

The Sum Insured will be increased on the anniversary date of your policy in accordance with the change in building costs as determined by approved authorities, and the premium will be adjusted annually in accordance therewith.

(The onus, however, rests with you to ensure that the Sum Insured is adequate to cover the full replacement cost of the Insured Property.)

## **11 No rights or benefits to other parties**

Your policy confers no rights or benefits to any person or entity other than you and the Mortgagee. You may cede your rights or benefits hereunder to the Mortgagee only. The Mortgagee may cede its rights or benefits hereunder, but only to the extent of its exposure in respect of the buildings at the risk address.

## **12 Cancellation of your policy**

The company may cancel your policy by giving you at least 30 days' notice in writing.

You may cancel your policy at any time with the written consent of the Mortgagee by providing the company with written notice thereof, if the Mortgagee is Nedbank.

You may cancel your policy within 14 days after you have received the policy documentation by



sending us a written cancellation notice. This 14-day period is known as the cooling-off period. When your policy is cancelled, we will refund any premiums paid, provided no claim has been made under any benefit.

After the cooling-off period you may cancel your policy at any time by giving us written notice. We will not refund premiums in the event of such cancellation.

If you cancel a monthly policy, you will receive a proportionate refund of premiums paid for the month, provided cancellation occurs within the month and no claims were made for the month.

If you cancel an annual policy, you will receive a proportionate refund of premiums paid for the year, provided no claims were made during the term of the policy.

If your property is mortgaged, your policy does not automatically lapse or terminate on the full payment or Settlement of your home loan, unless your home loan account is made dormant or is inactive. It is your duty to inform the company of your intention to cancel your policy should you no longer require insurance protection for your property. Your policy may not be cancelled without the approval of a Mortgagee where the interests of such a Mortgagee are noted.

### **13 Premium payment**

#### **Annual policies**

The premium is due on or before the start or renewal date of the policy. The company will grant you a 15-day grace period from the start or renewal date of the policy, within which you can pay your premium to maintain your cover. If your premium is not paid within the grace period, we may debit your mortgage bond account or account on record so that your policy remains intact.

#### **Monthly policies**

The premium is due on or before the first of each month. If your policy starts after the first of the month, the premium will be due immediately. The company will grant you a 15-day grace period from the second month after the start or renewal date of the policy, within which you can pay your premium to maintain your cover. If your premium is not paid within the grace period, we may debit your mortgage bond account or account on record so that your policy remains intact.

### **14 Notices**

Notices from the company to change policy conditions or terms will be deemed to have been received 30 days after they have been posted to you at your last known postal address. Though the company will try to follow your preferred method of communication, it will not be restricted to this method of giving notice.

### **15 Rights against others (subrogation)**

The company is entitled, at any time after a claim has been reported, to require you, or any other person or entity claiming a benefit to enforce any rights of recovery against any other party at the company's cost and for its benefit. If you or anyone acting on your behalf fails to comply with this condition, all benefits under your policy will be forfeited and the company will be entitled to a full refund of all amounts paid in connection with the claim.

(If another party caused damage, it is your duty to help the company recover its outlay).

### **16 Prescription (not applicable to clause 2: Property owner's liability cover in Section 3 – Insured events)**

No claim will be payable 12 months after the date of damage, unless it is the subject of legal proceedings. Prescription does not apply to claims registered under the property owner's liability cover clause.



## **17 Rejection of claims**

If your claim is rejected, you have 90 days from the date of the rejection to appeal. Should you not appeal or should your appeal be turned down, you have a further 180 days to sue the company. If you do not sue the company within the combined 270-day period (the original 90 days plus 180 days from the date of rejection), the company will not be liable for any amounts relating to the claim.

## **18 Payment to the Mortgagee**

If the company makes payment under your policy, it may, at its option, firstly make such payment to the Mortgagee to reduce the amount owing to the Mortgagee. Any remaining amount will be payable to you.

## **19 Consent to disclosure of information and waiver of rights**

You acknowledge that, in the public interest, insurance companies share information about claims, underwriting and credit records so that they can assess risks fairly, issue policies and reduce the incidence of fraudulent claims. You therefore waive your right, and the right of any person or entity represented by you, to privacy regarding such information supplied by you, or by any person acting on your behalf, in connection with any insurance policy issued to you or in connection with any insurance claim made by you. You consent to the disclosure of such information to any registered insurance company, its agent or any service provider (eg valuations companies, SAIA), and to the verification of this information at any legitimate source.

## **20 Mortgagee's rights**

Any act or omission by you will not prejudice the Mortgagee's right to claim under your policy if any such act or omission occurs without its knowledge and provided that the Mortgagee immediately advises the company when the Mortgagee becomes aware of such act or omission.

## **21 Cession**

Your policy may not be ceded, without the company's written permission, as your rights in your policy will automatically be ceded to the first Mortgagee registered in respect of the Insured Property.

## **22 Company's rights/Salvage Material**

The company may take possession of property that is the subject of a claim and deal with it in any reasonable manner, but you are not entitled to abandon it to the company.

## **23 Use of your property**

Your property is insured for residential purposes only. It is essential that you advise the company if your property is used for any form of business or commercial purposes such as a restaurant, office, furniture or engineering workshop or where your property is let or sublet to multiple tenants.

(You may prejudice your claim if you do not adhere to this condition. Also refer to clause 7: Disclosure of material changes to Insured Property.)

## **24 Valuation**

Although your property may have been assessed, the purpose of the assessment was to establish that your property offered sufficient security to the Mortgagee. The assessment does not guarantee that your property is free of defects or that the structure is built according to building regulations or that the Sum Insured is adequate. It is your responsibility to ensure that the Sum Insured is accurate and adequate to cover the replacement cost of your Insured Property.





## **25 Maintenance of Insured Property**

You must take all reasonable steps to maintain your property continuously. This includes regular waterproofing, sealing and maintenance of your roof to ensure that it is able to withstand the ingress of water from rain.

Where your property is legally let to tenants, it is your responsibility to ensure that such tenants do not cause damage to your property and that your property is adequately maintained.

## **26 Limitations and amendments or endorsements**

In respect of monthly and annual policies the company reserves the right to apply restrictions to the cover and to make amendments to your policy, including premium adjustments, by giving you 30 days' notice to your last known or nominated address.

## **27 Interest on claim payments**

No interest is payable on any amount due by the company in terms of your policy.

## **28 Unoccupied, vacant and abandoned buildings**

You must advise us of all instances where your property is unoccupied for a period greater than 30 consecutive days, vacant or abandoned. If you don't, the company may reject your claim, apply additional conditions to your policy, and/or pay out less than you claimed.



## Section 3 – Insured events

- 1 Loss of or damage to the Insured Property at the risk address stated in the Policy Schedule, caused by the following:
  - 1.1 Fire, lightning or explosion.
  - 1.2 Storm, flood, wind, hail or snow. A properly constructed and well-maintained house and roof will be able to withstand the ingress of water due to rain.
  - 1.3 Earthquake or mining-related earth tremor.
  - 1.4 Bursting, leaking or overflowing of Electric Geysers, Solar Geysers, Heat Pumps, water tanks, cisterns or heating installations forming a permanent part of the buildings, including damage to such installations.
  - 1.5 Break-in or theft, or any attempt thereof following forcible and violent entry or exit, but excluding damage to your property or theft of fixtures and fittings if your property is unoccupied or vacant or abandoned for more than 30 consecutive days, unless the company is notified in writing of the fact that your property will be unoccupied, vacant or abandoned.
  - 1.6 Impact by animals, trees, aerals, satellite dishes or vehicles.
  - 1.7 Breakage or collapse of radio or television aerals or masts, including satellite dishes.
  - 1.8 Aircraft and other aerial devices or articles dropped therefrom.
  - 1.9 Malicious damage (wilful or wanton acts) by any person, but excluding an act by you, members of your family, your tenant(s) or any person visiting or occupying your property with your consent.
  - 1.10 Subsidence and Landslip.
    - 1.10.1 Damage caused by or attributable to the following is excluded:
      - 1.10.1.1 excavations other than mining excavations;
      - 1.10.1.2 building or other construction work at the risk address;
      - 1.10.1.3 normal settlement, shrinkage, expansion or compaction of soil;
      - 1.10.1.4 defective design, materials, workmanship or construction;
      - 1.10.1.5 faulty construction or removal or weakening of support;
      - 1.10.1.6 contraction and/or expansion of soil as is experienced with clay and other similar types of soil; or
      - 1.10.1.7 the compaction of infill/landfill.
    - 1.10.2 The company will not be liable for the following:
      - 1.10.2.1 damage to or cracking of swimming pools, tennis courts, patios, paving, terraces, driveways, paths, septic tanks, dams, watercourses, boundary or retaining walls, sewerage pipes and drains, gates or fences;
      - 1.10.2.2 damage to solid floor slabs or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the



buildings are damaged by the same cause at the same time; and

- 1.10.2.3 work necessary to prevent further destruction or damage such as piling or underpinning.

(If, in the company's opinion, any loss or damage is not covered, the burden of proving the contrary will rest with you.)

- 1.11 Accidental breakage of fixed glass, fixed mirrors or fixed sanitaryware while the buildings are being occupied, subject to the limit stated in the schedule.

## **2 Property owner's liability cover**

- 2.1 Property owner's liability cover means cover for any sums that you are legally responsible to pay for accidental:

- 2.1.1 death, bodily injury or illness; or

- 2.1.2 physical loss of or physical damage to tangible property,

occurring and reported to the company during the insurance period shown in the Policy Schedule, which liability arises out of your ownership of the Insured Property at the risk address stated in the Policy Schedule.

The maximum amount payable, including legal and other costs incurred with the company's consent, for any one event or series of events arising from the same cause is as stated in the Policy Schedule.

- 2.2 Exclusions to liability

Your policy does not cover liability:

- 2.2.1 that arises only from a contract;

(For example if you agree to assume such liability in terms of any contract relating to your property.)

- 2.2.2 for property in your care or custody;

- 2.2.3 to members of your household or to any entity of which you are a member, partner or shareholder and that carries on business from the risk address;

- 2.2.4 falling within the scope of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, or any act promulgated in replacement of it; and

- 2.2.5 directly or indirectly due to:

- 2.2.5.1 your employment, business or profession; and

- 2.2.5.2 the ownership or occupation of land or buildings (other than buildings insured in this policy and land on which it is situated, provided the land is used for residential purposes only).

## **3 Additional expenses**

The company will pay up to 20% of the Sum Insured in total for the following costs as a result of damage due to insured events. This benefit is additional to the rebuilding/replacement cost of the property:

The following additional expenses are included:



- 3.1 Fire brigade charges.
- 3.2 The fees of architects, quantity surveyors and consulting engineers.
- 3.3 Cost in respect of site clearing, demolition and erection of scaffolding or hoardings.
- 3.4 Costs to limit the extent of damage.
- 3.5 Cost in respect of complying with the requirements of any local or regional authority.

#### **4 Rent or alternative, temporary accommodation**

If damage by an insured event causes the insured buildings to be uninhabitable, provided that liability for the damage to the insured buildings has been accepted by the company or if damage to other property prevents access to the insured buildings, the company will pay up to 25% of the Sum Insured for:

- 4.1 loss of rent if a legal tenant occupies the insured buildings, calculated on the rent you would have received (proof of occupation by a tenant will be required, including but not limited to providing us with a signed lease agreement); or
- 4.2 the reasonable rental cost for equivalent unfurnished property of similar size and location, to the extent that it is not otherwise insured, for such time as is reasonably necessary to repair the damage, provided that the maximum period is two years from the date of loss or such time as is reasonably necessary to replace, restore or repair the buildings.

This benefit is additional to the rebuilding/replacement cost of the property.

Loss of rent will not be applicable to unoccupied or vacant properties.

#### **5 Guards**

Your policy will pay for the cost of hiring guards to protect the Insured Property after loss or damage suffered as a result of an insured event, subject to the limit stated in the Policy Schedule.

This benefit is additional to the rebuilding/replacement cost of the property.

#### **6 Building alterations and additions**

Loss of or damage to building materials, fixtures and fittings owned by you and caused by events 1.1 to 1.9 above, will be covered by your policy during alterations, renovations or extensions, up to the limit stated in the Policy Schedule and subject to the following provisos:

- 6.1 In respect of insured event 1.2 (which pertains to storm, flood, wind, hail and snow) cover will apply only if such property is designed to withstand open-air elements.
- 6.2 In respect of insured event 1.5, cover will apply only if fixtures and fittings have already been fitted, otherwise theft is restricted to forcible and violent means.

This benefit is additional to the rebuilding or replacement cost of the property.

#### **7 Capital additions**

The Sum Insured will be deemed to have been increased by up to 15% for additions, alterations and improvements to the buildings of which the company is notified within 60 days of completion.



## 8 Personal accident

### 8.1 Personal-accident cover for the insured person

If an accident results in your permanent disability or death, your policy will pay into your bond or any other nominated account the amount stated in the schedule, provided that death or permanent disability has resulted from, and within 365 days of, an accidental bodily injury occurring during the Period of Insurance.

### 8.2 Personal-accident cover for your domestic employee

If an accidental bodily injury results, during the course of employment, in the permanent disability or death of your domestic employee, your policy will pay the amount stated in the schedule, provided that death or permanent disability has resulted from, and within 365 days of, an accidental bodily injury occurring during the Period of Insurance. The course of employment includes commuting to and from work.

### 8.3 Exclusions to personal-accident cover

8.3.1 Your policy does not cover suicide or intentional self-injury; or

8.3.2 your policy does not cover injury or death arising from:

8.3.2.1 attempted suicide; or

8.3.2.2 an accident that occurred while the insured life was under the influence of alcohol or any drug not prescribed by a registered medical practitioner; or

8.3.2.3 flying or any other form of aerial activity, except while travelling on a recognised airline; or

8.3.2.4 war, invasion or act of foreign enemy, hostility (whether war was declared or not), terrorism, civil war, rebellion, revolution, insurrection or military or usurped power.

'Accidental bodily injury' means bodily injury caused solely and directly by accidental, external, violent and visible means, and does not include illness or disease or any naturally occurring condition or degenerative process.

**Note:** This benefit is not available if the policy is in the name of a deceased estate, a trust, a company, a close corporation or any other juristic person.

## 9 Damage to gardens

Your policy will pay for damage to trees, shrubs, lawns and plants situated at the risk address following an insured event, subject to the limit stated in the Policy Schedule.

## 10 Fixed machinery

Your policy provides cover for destruction or damage of fixed machinery installed at your property (not automatic pool cleaners) for domestic use following an insured event. Cover is provided up to the limit stated in the Policy Schedule.

Your policy **does not cover:**

10.1 loss or damage for which a supplier, contractor or repairer is responsible either in law or under contract;

10.2 consequential loss;



- 10.3 loss of or damage to exchangeable parts that by their use and/or nature suffer from a high rate of wear and tear and depreciation;
- 10.4 loss or damage directly or indirectly caused by wear and tear or depreciation;
- 10.5 loss or damage caused by the action of light or atmospheric conditions; or
- 10.6 loss or damage due to any gradual operating cause.

#### **11 Loss of water following leaking or bursting pipes**

Your policy will pay for the additional cost incurred for loss of water through a leaking or burst pipe, provided a claim for a burst pipe has been accepted by the company under insured event 14 below. The additional cost will be the amount with which your municipal water account exceeds the average of your previous three months' cost, subject to the limit stated in the Policy Schedule.

Your policy **does not cover** loss of water due to:

- 11.1 leaking taps, geysers, toilet systems and swimming pools;
- 11.2 the topping up of a swimming pool as a result of a leaking inlet or outlet pipe or filling up a swimming pool after repairs have been undertaken after an insured event; or
- 11.3 the property being left unoccupied, vacant or abandoned for more than 30 consecutive days.

#### **12 Public supply or mains connections**

Your policy covers accidental damage to water, sewerage, gas, electricity and telephone connections between the public supply or mains and your property for which you are legally responsible.

#### **13 Removal of fallen trees**

Your policy covers the cost for the removal of fallen trees on your premises following insured events 1.1 to 1.6 above, subject to the limit stated in the Policy Schedule.

#### **14 Damage to pipes and resultant damage following leaking, bursting or overflowing of pipes**

- 14.1 Your policy covers repairs to pipes and patchwork following leaking, bursting or overflowing pipes forming a permanent part of the buildings up to the amount stated in the Policy Schedule for each claim, but limited to six claims in the 12 consecutive months before the next anniversary date of your policy.
- 14.2 Your policy covers damage to the Insured Property caused by leaking, bursting or overflowing of pipes up to the amount stated in the Policy Schedule for each claim, but limited to six claims in the 12 consecutive months before the next anniversary date of your policy. The claim will be valid if the company has accepted your claim for damage to pipes under section 14.1.

#### **15 Geysers and geyser components**

- 15.1 Following the bursting, leaking or overflowing of a fitted geyser, we will pay for the repair or replacement of such unit with an equivalent unit, subject to the limit stated in the Policy Schedule.

Electric Geysers must meet the SANS10254 requirements.

A Solar Geyser must be installed in accordance with SANS10106 and the manufacturer's specifications and meet the requirements of SANS1307.



15.2 The company will pay for the supply and installation of faulty or malfunctioning geyser components, including callout fees for a plumber up to the amount stated in your Policy Schedule.

#### **16 Locks and keys**

The company will pay for the cost of replacing lost or damaged locks and keys to your Insured Property following a break-in or an attempted break-in up to the amount stated in the Policy Schedule.

#### **LIMITS OF INDEMNITY**

Unless otherwise stated in your policy wording, the maximum amounts that the company will contribute towards any accepted claim you may have in terms of your policy are shown in the Policy Schedule.



## Section 4 – Exclusions

**Cover is not provided** for the events listed below:

- 1 Damage caused by:
  - 1.1 roots or weeds;
  - 1.2 soiling, scratching, tearing, denting or defacing by you or your pets;
  - 1.3 vermin, insects, termites, pests, wild animals, mildew or rot;
  - 1.4 defective workmanship, construction, materials or defective design; or
  - 1.5 preexisting conditions.
- 2 Cracking or collapse of the buildings, unless occasioned by an insured event.
- 3 The cost of maintenance or reasonable measures that you should take to prevent loss or damage.
- 4 Any loss of or damage to the property resulting from a lack of maintaining the dwelling, or from neglecting it, or any loss or expenses resulting or arising therefrom.
- 5 Wear and tear, depreciation, gradual deterioration or other gradually operating causes, including rising damp, atmospheric conditions or moisture.
- 6 A rise in the water table.
- 7 Confiscation or repossession through any process of law.
- 8 Chipping or scratching of sanitaryware, wall or floor tiles or paving.
- 9 The costs of removing fallen trees, unless caused by an insured event.
- 10 Loss, damage or death caused by any act the insured person committed while drunk, insane or acting with diminished responsibility, whether or not such person was capable of forming any intention at the time such act was committed.
- 11 Damage to any dwelling if the dwelling is not of standard construction, unless specified in the Policy Schedule and unless you have paid any additional premiums required and have met any specific requirements in respect of such dwelling as specified in the Policy Schedule.
- 12 Loss or damage resulting from leaking, bursting, malfunctioning or overflowing of appliances, or any part thereof, or from baths and from taps left open.
- 13 Impact by trees intentionally felled or felled with your consent or impact by the natural growth of tree trunks, branches or roots.
- 14 Any cause that was not sudden, unexpected and unforeseen in respect of material damage.
- 15 Any consequential loss or damage.
- 16 Any additional costs resulting from the unavailability of matching material.
- 17 Any damage resulting from leaking connections to any appliance or taps.
- 18 Damage to or collapse or overflowing of French drains and sewerage pits.





- 19 Damage to any building if the use of the building is not residential, unless specified otherwise in the Policy Schedule and unless you have paid any additional premiums required and have met any specific requirements in respect of such use of the building as specified in the Policy Schedule.
- 20 Any claim for loss, damage, death, injury or liability that is caused by or results from the following:
  - 20.1 War or war-like acts.
  - 20.2 Military uprisings, usurped power, rebellion or revolution.
  - 20.3 Civil commotion, labour disturbances or public disorder.
  - 20.4 Any act of terrorism by any person or group, whether acting alone or under instruction.
  - 20.5 Pollution, contamination or radioactive or nuclear material.
  - 20.6 The use of the Insured Property for, or in connection with, the commission of any offence, with or without your knowledge. This includes any incident relating to obtaining, using or soliciting narcotics or any prohibited drugs.
  - 20.7 Computer viruses.



## Section 5 – Handy hints

### For a well-looked-after home

#### Every month

- Check and unblock all gutters and down pipes (make sure the water flows away from your property).
- Check all windows and walls for cracks and repair them, where necessary.
- Check your water bills! If they seem abnormally high, it could mean there is a burst pipe or a leak somewhere.
- Backwash your pool filter at least twice a month; also check for water leaks.
- Check walls for flaking or bubbling paint; this may be a sign of dampness in the wall as a result of standing water or a rise in the water table.

#### Every year

- Make sure there are no leaking waste pipes or taps, as these may affect the structural soundness of your house.
- Make sure that all pipes leading to baths, basins and toilets are properly sealed and watertight.
- Check all exposed pipes for signs of rust or wear and tear and repair them at the first signs thereof.

#### How to keep your pool in excellent condition

- Check the pool lining for cracks or bubbling.
- Filter the pool for a minimum of four hours a day in winter and eight hours a day in summer.
- Replace the sand in the filter at least once a year.

#### Tips for good roof maintenance

If you have a metal roof:

- Replace and seal loose or missing roof screws and washers as often as is necessary.
- Reseal joints and overlaps between the sheets.
- Replace all rusted roof sheets.
- Repaint it regularly.

If you have a tiled or slate roof:

- Replace cracked or missing tiles and secure loose ones.
- Secure ridge tiles and replace cracked or missing ridge cement.

If you have a thatched roof:

- Remember that thatch has a lifespan of 10 to 20 years, depending on weather conditions.
- Have it combed every two years.
- Cover it with a fire protection liquid.
- Install a lightning conductor.

All roofs:

- Membrane flashings deteriorate and galvanised flashings come loose – so check them regularly and replace them where necessary.
- Check that the plastic roof underlay is still intact.

When going on holiday check that:

- the geyser is turned off at the main switch;
- all electrical appliances are disconnected from the power supply;
- the TV and computer is turned off completely (do not leave it in the standby mode); and
- all taps, including the taps of washing machines, are turned off.